



Elizabeth Woodall, Mayor

**CITY OF JUSTIN
AMENDED CITY COUNCIL AGENDA
JANUARY 10, 2023
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”*

PRESENTATION/ STAFF UPDATE

- Presentation from Charlie Kearns, with GM Architects to present organizational review of the Justin Community Volunteer Fire Department.

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.

CONSENT AGENDA

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

1. Consider and take appropriate action to approve City Council minutes dated December 13, 2022.
2. Consider and take appropriate action regarding an Interlocal agreement between Denton County and the City of Justin for the use of the Denton County Radio Communication System for 2022-2023.

ITEMS PULLED FROM CONSENT AGENDA

CONSIDER AND POSSIBLE ACTION ITEMS

3. **PUBLIC HEARING:** Public Hearing and Ordinance on first reading to consider amending Chapter 52 of the Code of Ordinances relating to Public Notification requirements.
4. Consider all matters incident and related to the issuance and sale of “City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023”, including the adoption of an ordinance authorizing the issuance of such certificates of obligation.
5. Consider and take appropriate action regarding Resolution No. 595-23 consenting to the creation of Denton County Emergency Services District No. 2.
6. Consider and take appropriate action to consider a Resolution establishing a policy for background investigations and ineligibility of Candidate in compliance with Article VI, Section 6.02 E (5) of the Home Rule Charter.
7. *(First Reading)* An Ordinance to consider speed limit reduction in primary residential zones.
8. Consider and take appropriate action regarding the Justin Heritage Foundation brick fundraiser.
9. Consider and take appropriate action regarding appointments to and membership of the Planning and Zoning Commission.
10. Consider and take appropriate action regarding appointing a Chairperson of the Planning and Zoning Commission.

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
 - Traditions Development Agreement
- Under Section 551.087, deliberation regarding economic development negotiations:
 - Chapter 380 Agreement with OES
- Under Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
 - Interim City Manager
 - City Attorney

- Municipal Court Judge

Convene into executive session.

Adjourn into open meeting.

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

FUTURE AGENDA ITEMS

ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 6th day of January, 2023 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews

Brittany Andrews, City Secretary

City Council Meeting

January 10, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Consent Agenda Items:

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Motion to approve consent items as presented.

Background:

1. Consider and take appropriate action to approve City Council minutes dated December 13, 2022.
 2. Consider and take appropriate action regarding an Interlocal agreement between Denton County and the City of Justin for the use of the Denton County Radio Communication System for 2022-2023.
-

City Attorney Review: N/A

Attachments:

1. Draft minutes
2. ILA between Denton County and the City of Justin for the use of the Denton County Radio Communication System

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF JUSTIN FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Justin, Texas, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agencies are duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of the Agencies; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Justin wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Justin and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“Communications System” or *“System”* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2022, and ending on the 30th day of September, 2023. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF JUSTIN

3.1 Justin shall use the System in accordance with this Agreement to provide integration of communications by Justin between its Users on the System for governmental operations.

3.2 When using the System, Justin shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Justin uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Justin will also abide by the User rules of those Talk Groups.

3.3 Justin must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Justin is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Justin is responsible for all programming of City-owned Subscriber Units.

3.5 Justin shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Justin, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Justin shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Justin to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Justin. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Justin Talk Groups nor make changes to the Justin radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit B** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Justin before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will

be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Justin also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Justin and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Justin. This Agreement may be amended only by written instrument signed by Denton County and Justin.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff’s Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205
Name of Agency:	Justin Police Department	
Contact Person	Chief Alex Coss	
Address	P O Box 129	
City, State, Zip	Justin, TX 76247-0129	
Telephone	940-648-2541	
Email	acoss@cityofjustin.com	
Name of Agency:	Justin Community Volunteer Fire Department, Inc.	
Contact Person	Chief Matthew Mitchell	
Address	P O Box 613	
City, State, Zip	Justin, TX 76247	
Telephone	940-395-0546	
Email	matthewmitchell@justinfiredept.com	

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF JUSTIN, TEXAS:

BY:

Elizabeth Woodall, Mayor

Date: _____

City of Justin

P O Box 129

Justin, TX 76247-0129

940-648-2541

Approved as to content:

Alex Coss, Chief of Police

Approved as to content:

Matthew Mitchell, Fire Chief

Approved as to form:

Attorney for Agency

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON
COUNTY, TEXAS:**

BY:

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Date: _____

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit B
Denton County Sheriff's Office
Radio Communications System Agreement
Agency Payment Worksheet/Invoice

Agency:	Justin Fire and Police Departments				
Payment Contact Person:	Josh Armstrong, Finance Director and/or Brittany Andrews, City Secretary				
Phone Number:	940-648-2541				
Email(s):	cewings@cityofjustin.com or bandrews@cityofjustin.com				
Address:	415 N College Ave / PO Box 129				
City, State, Zip	Justin, TX 76247				
Agency Should Include this Worksheet with Each Payment Sent to Denton County.					
Make checks payable to:	Denton County				
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208				
Please select one of the following options:					
<u>Tier 1</u>			<u>Tier 3</u>		
Radio User <i>ONLY</i> - \$4 each per month			Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
FD Radio Subscribers	69	\$3,312.00	FD Radio Subscribers	69	\$4,968.00
PD Radio Subscribers	26	\$1,248.00	PD Radio Subscribers	26	\$1,872.00
Total Amt Per Year =		<u>\$4,560.00</u>	Total Amt Per Year =		<u>\$6,840.00</u>
<i>BILLED ANNUALLY</i>					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative

Title

Date

City Council Meeting

January 10, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: # 3 (Possible Action)

Title: A Public Hearing to consider a recommendation to City Council amending Chapter 52 of the Code of Ordinances relating to Public Notification requirements.

Department: Administration

Contact: Matthew Cyr; Director of Planning and Development

Recommendation: Staff recommends consideration based on the request.

Background:

The Commission had requested a formal revision to the code pertaining to sign and buffer requirements.

Staff is proposing to keep the notice buffer for Public Notifications to 200'. Staff is also proposing to require signage for all zoning changes and SUPs. The signage may be provided by the City and shall meet certain requirements.

P&Z Recommendation:

The Commission tabled the item for Staff to revise language relating to the placement of signage. Staff revised the language to request the Applicant to place at least two signs if the subject property is on multiple collector or thoroughfare roads.

The Commission unanimously recommended approval on December 6, 2022.

City Attorney Review: N/A

Attachments:

1. Proposed Amendment
2. Ordinance

Sec. 52-425. Submission to planning and zoning commission.

Before taking any action on any proposed amendment, supplement, or change in this chapter, the city council shall submit the proposed revision to the planning and zoning commission for its review, recommendation and report.

(Code 1994, § 12.1902)

Sec. 52-426. Public hearing.

A public hearing shall be held by the planning and zoning commission before recommendation to city council concerning adopting any proposed amendment, supplement, or change to this chapter. Written notice of all public hearings before the planning and zoning commission on proposed changes in classification shall be sent to owners of real property within 200 feet of the property on which the change is proposed, not less than ten days before the date set for such hearing. Notice of the city council hearing shall be given by publication one time in a newspaper of general circulation in the city, stating the time and place of such hearing, which time shall not be earlier than 15 days from the first date of publication. A sign shall be posted by the Applicant for any zoning change or Specific Use permit request.

(Code 1994, § 12.1903)

Sec. 52-427. Sign Posting.

- (a) For every zoning or specific use permit request, the applicant shall erect a sign on the subject property to publicize the proposed request. The sign may be provided by the City, however, in the event the City does not have a sign readily available it will be the Applicant's responsibility to provide the sign.
- (b) All Public Hearing signs shall meet the following criteria:
 - 1. Signs shall be at minimum four (4) feet by four (4) feet.
 - 2. Lettering shall be placed on both sides of the sign.
 - 3. Lettering shall be placed on in a professional manner. Marker, pen, or any other similar device shall be prohibited.
 - 4. Supporting posts shall be metal.
- (c) The sign shall contain the following information:
 - 1. "Proposed Specific Use Permit" or "Proposed Zoning Change".
 - 2. The case number.
 - 3. The phone number of Town Hall or the Development Services Department.
- (d) The sign shall be placed in a location visible from the street adjacent to the subject property. In the event the subject property is adjacent to multiple thoroughfare or collector roads, the Applicant will be required to place two signs visible from the street adjacent to the property. The location of all Public Hearing signs will be at the discretion of the Development Services Director.
- (e) The property owner or his/her representative shall erect the sign on the property ten (10) days prior to the first public hearing scheduled. The property owner shall be responsible for maintaining the sign on the property throughout the entire process.
- (f) Ten (10) days prior to the first public hearing, the property owner or his/her representative must provide verification with a photograph that the sign is in place. The photograph must be provided to the

Development Services Department. The property owner, applicant, or representative must remove the sign within seven (7) days after the City Council's action regarding the application or upon withdrawal.

Sec. 52-428. In case of protests.

In the case that such amendment, supplement, or change has been disapproved by the planning and zoning commission, or in case of a protest signed by the owners of 20 percent or more either of the area of the lots included in the proposed change, or of those immediately adjoining the same such change shall not become effective except by the favorable vote of three-fourths of all the members of the city council.

(Code 1994, § 12.1904)

Sec. 52-429. Limitation on resubmission of petition.

No amendment, supplement, change or repeal of any section of this chapter which has been legally rejected by the city council shall be again considered either by the planning and zoning commission or the city council on an appeal or petition by an appellant or application before the expiration of six months from the date of the original action.

(Code 1994, § 12.1905)

ORDINANCE NUMBER 743-23

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING AN AMENDMENT TO CHAPTER 52 OF THE CODE OF ORDINANCES RELATING TO PUBLIC NOTIFICATION REQUIREMENTS AND DEFINITIONS PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On September 20, 2022, the Planning and Zoning Commission requested Staff to bring an amendment forward for consideration to City Council ; 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 amendment the Commission determined that the change was appropriate 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 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. That the Zoning Ordinance of Justin, Texas, is amended to as further described in the attached documents.

Section 3. Applicable Regulations/Zoning Ordinance and Zoning Map Amended. Development 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.

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE _____ DAY OF _____, 2023.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE _____ DAY OF _____, 2023.

ATTEST:

Elizabeth Woodall, Mayor

Brittany Andrews, City Secretary

Approved as to form:

City Attorney

City Council Meeting

January 10, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #4

Title: Consider all matters incident and related to the issuance and sale of “City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023”, including the adoption of an ordinance authorizing the issuance of such certificates of obligation

Department: Finance

Contact: Josh Armstrong, Finance Director; Miles Walker, Senior Financial Analyst

Recommendation: Approve the issuance and sale of “City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023”

Background: This is the final step in the issuance of Certificates of Obligation to fund the ground storage tank. Today you are approving the sale of these bonds; if approved, the estimated closing date is February 15th, 2023. The notice of intent, approved by Council on Tuesday October 25th, 2022, was published twice according to state law. S&P has re-issued our AA- rating for these bonds.

The draft ordinance provided in this packet does not have any final numbers filled in. Final numbers will be available at the January 10th meeting. This is standard as pricing for the bonds must be completed the day-of based on the market. City staff, financial advisors, and bond counsel will all be available during the meeting to answer any questions.

City Attorney Review: Bond Counsel has reviewed all items.

Attachments:

1. Draft Ordinance

CERTIFICATE ORDINANCE

\$ _____
CITY OF JUSTIN, TEXAS
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION
SERIES 2023

Adopted: January 10, 2023

TABLE OF CONTENTS

SECTION 1:	AUTHORIZATION - DESIGNATION - PRINCIPAL AMOUNT - PURPOSE	1
SECTION 2:	FULLY REGISTERED OBLIGATIONS - AUTHORIZED DENOMINATIONS - STATED MATURITIES - DATE	2
SECTION 3:	TERMS OF PAYMENT - PAYING AGENT/REGISTRAR.....	3
SECTION 4:	REDEMPTION.....	4
SECTION 5:	REGISTRATION - TRANSFER - EXCHANGE OF CERTIFICATES - PREDECESSOR CERTIFICATES	6
SECTION 6:	BOOK-ENTRY-ONLY TRANSFERS AND TRANSACTIONS	7
SECTION 7:	EXECUTION - REGISTRATION	7
SECTION 8:	INITIAL CERTIFICATE(S)	7
SECTION 9:	FORMS.....	8
SECTION 10:	DEFINITIONS	16
SECTION 11:	CERTIFICATE FUND	18
SECTION 12:	TAX LEVY	18
SECTION 13:	PLEDGE OF SURPLUS NET REVENUES	19
SECTION 14:	SYSTEM FUND.....	20
SECTION 15:	DEPOSITS TO CERTIFICATE FUND	20
SECTION 16:	SECURITY OF FUNDS	21
SECTION 17:	SPECIAL COVENANTS	21
SECTION 18:	ISSUANCE OF PRIOR LIEN OBLIGATIONS/ADDITIONAL OBLIGATIONS	21
SECTION 19:	APPLICATION OF PRIOR LIEN OBLIGATIONS COVENANTS AND AGREEMENTS	21
SECTION 20:	MUTILATED, DESTROYED, LOST AND STOLEN CERTIFICATES.....	22
SECTION 21:	SATISFACTION OF OBLIGATION OF CITY	22
SECTION 22:	ORDINANCE A CONTRACT - AMENDMENTS	23
SECTION 23:	COVENANTS TO MAINTAIN TAX-EXEMPT STATUS	23
SECTION 24:	SALE OF CERTIFICATES	26
SECTION 25:	OFFICIAL STATEMENT	26
SECTION 26:	PROCEEDS OF SALE	26
SECTION 27:	CONTROL AND CUSTODY OF CERTIFICATES	26
SECTION 28:	NOTICES TO HOLDERS - WAIVER.....	26
SECTION 29:	CANCELLATION	27

SECTION 30:	BOND COUNSEL'S OPINION	27
SECTION 31:	CUSIP NUMBERS.....	27
SECTION 32:	BENEFITS OF ORDINANCE	27
SECTION 33:	INCONSISTENT PROVISIONS	27
SECTION 34:	GOVERNING LAW	27
SECTION 35:	EFFECT OF HEADINGS	27
SECTION 36:	CONSTRUCTION OF TERMS	28
SECTION 37:	SEVERABILITY	28
SECTION 38:	CONTINUING DISCLOSURE UNDERTAKING	28
SECTION 39:	FURTHER PROCEDURES	31
SECTION 40:	INCORPORATION OF FINDINGS AND DETERMINATIONS	31
SECTION 41:	INSURANCE	31
SECTION 42:	PUBLIC MEETING	31
SECTION 43:	EFFECTIVE DATE	31

AN ORDINANCE authorizing the issuance of "CITY OF JUSTIN, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a pledge of the net revenues derived from the operation of the City's combined Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of an Official Statement; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount not to exceed \$4,500,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water and sewer system properties and facilities, including land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, has been duly published in the Fort Worth Star Telegram, a newspaper hereby found and determined to be of general circulation in the City of Justin, Texas, on November 10, 2022 and November 17, 2022; the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates, and (ii) continuously on the City's website for at least forty-five (45) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purposes for which the Certificates are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, pursuant to authority conferred by the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, the City Council hereby finds and determines the certificates of obligation described in such notice should be authorized for issuance and delivery to the Board at this time in the amount and manner hereinafter provided; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title "CITY OF JUSTIN, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water and sewer system properties and facilities, including land and rights-of-way therefor, and (ii) professional services rendered in

relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates shall be issued as fully registered obligations; shall be dated January 1, 2023 (the "Certificate Date"), shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Stated Maturity August 15</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (\$)</u>
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		
2051		
2052		

The Certificates shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers, anticipated to be _____, 2023 (the "Delivery Date") at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months); and such interest shall be payable on February 15 and August 15 of each year, commencing August 15, 2023 until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of BOKF, NA, Dallas, Texas to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State of Texas, financial institution or other entity duly qualified and legally authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon prior redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in St. Paul, Minnesota, or with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first

class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after August 15, 2033 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2032, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to a redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) Mandatory Redemption. The Certificates maturing on August 15, 20__, August 15, 20__, and August 15, ____ (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in the principal amounts as follows:

Term Certificates due August 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	\$_____
August 15, 20__	\$_____ (maturity)

Term Certificates due August 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	\$_____
August 15, 20__	\$_____ (maturity)

Term Certificates due August 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	\$_____
August 15, 20__	\$_____ (maturity)

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot, or by any other customary method that results in a random selection, the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificates not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a given Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in subparagraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar

shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot or by any other customary method that results in a random selection.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or

request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/ Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4, and 5 of this Ordinance relating to the payment, transfer, and exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State

of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 of this Ordinance.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully-registered certificate in the total principal amount stated in Section 1 above with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchasers or the designee thereof. The Initial Certificate(s) shall be submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchasers, or the designee thereof. Any time after the delivery of the Initial

Certificate(s) and pursuant to written instructions from the initial purchasers, or the designee thereof, the Paying Agent/Registrar shall cancel the Initial Certificate(s) and exchange it for the definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF JUSTIN, TEXAS,
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION,
SERIES 2023

Certificate Date:
January 1, 2023

Interest Rate:
_____ %

Stated Maturity:
August 15, 20____

CUSIP NO:

Registered Owner:

Principal Amount:

The City of Justin (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove

stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2023, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for a payment of the principal or of interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal or of interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water and sewer system properties and facilities, including land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on the dates hereinafter identified (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

[Insert from above]

The particular Term Certificates of a given Stated Maturity required to be redeemed each redemption date shall be chosen by lot, or by any other customary method that results in a random selection, by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Certificates maturing on and after August 15, 2033, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2032, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force

and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such lien and pledge being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Obligations" (as defined in the Ordinance). In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue Additional Obligations (as defined in the Ordinance) payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the nature and extent of the pledge of the Net Revenues securing the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledge of the Net Revenues and covenants made in the Ordinance may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past

due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforesated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City.

CITY OF JUSTIN, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER

OF PUBLIC ACCOUNTS

)
)
)
)

REGISTER NO. _____

THE STATE OF TEXAS)

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar located in St. Paul, Minnesota, is the "Designated Payment/Transfer Office" for this Certificate.

BOKF, NA,
Dallas, Texas

Registration Date:

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the heading and first paragraph of the form of a single fully registered Initial Certificate shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF JUSTIN, TEXAS,
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION,
SERIES 2023

Certificate Date:
January 1, 2023

Registered Owner: ROBERT W. BAIRD & CO., INC.

Principal Amount: FOUR MILLION SEVENTY THOUSAND DOLLARS

The City of Justin (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

<u>Year of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Installments</u>	<u>Interest</u> <u>Rate(s)</u>
--	---	-----------------------------------

(Information to be inserted from schedule in Section 2 hereof)

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the Delivery Date at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2023, until maturity or prior redemption. Principal installments of this Certificate are payable at its Stated Maturity or on a redemption date to the registered owner hereof by BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in St. Paul, Minnesota (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the

address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/ Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Certificates" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificates" shall mean the \$_____ "City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month operational period of the System ending on September 30th of each year; provided, however, the City Council may change the Fiscal Year to another period of not less than twelve calendar months if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then

authorized securities or obligations under applicable State law that may be used to defease obligations such as the Certificates.

(g) The term "Net Revenues" shall mean the gross revenues derived from the operation of the System less reasonable expenses of maintenance and operation of the System as defined by Texas Government Code, Chapter 1502, as amended.

(h) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 25 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 24 hereof.

(i) The term "Previously Issued Certificates" shall mean the outstanding and unpaid certificates of obligation, payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System (such lien and pledge being junior and subordinate to the lien and pledge securing the payment of Prior Lien Obligations), more particularly described as follows (1) "City of Justin Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2017", and originally issued in the aggregate principal amount of \$2,400,000; (2) City of Justin Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019", and originally issued in the aggregate principal amount of \$4,070,000; (3) City of Justin Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020", and originally issued in the aggregate principal amount of \$2,400,000; and (4) City of Justin Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2021", and originally issued in the aggregate principal amount of \$2,400,000.

(j) The term "Prior Lien Obligations" shall mean all bonds or other revenue obligations now outstanding and hereafter issued that are payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, which is prior in right and claim to the lien on and pledge of the Net Revenues securing the payment of the Certificates.

(k) The term "System" shall mean the City's combined waterworks and sewer system, including all present and future additions, extensions, replacements, and improvements thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2023 COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account a depository bank of the City. The Mayor, Mayor Pro Tem, and City Secretary of the City, individually or collectively, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the

Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy.

(a) To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements while the Certificates are Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

(b) Notwithstanding the provisions of paragraph (a) above of this Section 12:

(1) if Net Revenues of the System hereinafter pledged to the payment of the Certificates or any other legally available funds are actually on deposit in the Certificate Fund in advance of the time ad valorem taxes are scheduled to be levied for any year, then the amount of taxes otherwise required to be levied for such year pursuant to (a) above may be reduced to the extent and by the amount of the funds then on deposit in the Certificate Fund; or

(2) if the City's annual budget provides for the Net Revenues of the System to pay the Debt Service Requirements of the Certificates to become due and payable during the budget year thereby reducing the amount of ad valorem taxes to be levied in such year for the Certificates, then:

(i) The City shall transfer and deposit in the Certificate Fund each month an amount of not less than 1/12th of the annual Debt Service Requirements on the Certificates until the amount accumulated and maintained in the Certificate Fund equals the amount required for the full payment of the Debt Service Requirements on the Certificates then Outstanding; and provided

further, save and except for required payments to the special funds maintained for the payment of the Prior Lien Obligations and Additional Obligations, if issued, the City shall not transfer any Net Revenues from the System Fund to any fund of the City other than the Certificate Fund until such time as an amount equal to the annual Debt Service Requirements for the Certificates for the then current fiscal year has been deposited in the Certificate Fund;

(ii) Each year while the Certificates are Outstanding, and prior to the time of the annual ad valorem tax rate is established and levied by the City, the City shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Net Revenues of the System and/or ad valorem tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Certificate Fund for the payment of the Certificates; and

(iii) The City shall at all times maintain and collect sufficient rates and charges for water and sewer services in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System that produce Net Revenues in an amount not less than 1.10 times the debt service payments for all outstanding water or sewer system revenue bonds of the City and other obligations of the City which are secured in whole or in part by a pledge of the revenues of the System for which the City is budgeting the repayment of such obligations from the revenues of the System, or the City shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the payment of the Certificates, in conjunction with any other legally available funds other than revenues of the System, sufficient for the repayment of System debt service requirements.

SECTION 13: Pledge of Surplus Net Revenues. The City hereby covenants and agrees that, subject only to a prior lien on and pledge of the Net Revenues of the System for the payment and security of Prior Lien Obligations, the Net Revenues of the System, with the exception of those in excess of the amounts required to be deposited to the Certificate Fund as hereafter provided, are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Previously Issued Certificates, the Certificates and Additional Certificates, if issued, as herein provided, and the pledge of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System in accordance with the terms and provisions hereof and be valid and binding without further action by the City and without any filing or recording except for the filing of this Ordinance in the records of the City.

Chapter 1208, Government Code, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business

& Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City hereby covenants and agrees that while the Certificates remain Outstanding all revenues derived from the operation of the System shall be kept separate and apart from all other funds of the City, and all such revenues shall be deposited as collected into a "City of Justin Waterworks and Sewer System Fund" (hereby created and hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

- First: To the payment of the reasonable and proper maintenance and operating expenses as defined herein or required by statute to be a first charge on and claim against the gross revenues of the System.
- Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.
- Third: To the payment, equally and ratably, of the amounts required to be deposited in the special funds and accounts created and established for the payment of the Previously Issued Certificates, the Certificates (the Certificate Fund) and Additional Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be used for the redemption of Prior Lien Obligations or may be transferred to the general fund of the City and used for general or special purposes.

SECTION 15: Deposits to Certificate Fund. The City hereby covenants and agrees to cause to be deposited to the credit of the Certificate Fund prior to each principal and interest payment date for the Certificates from the pledged Net Revenues of the System in the System Fund, after the deduction of all payments required to be made to the special Funds or accounts created for the payment and security of the Prior Lien Obligations, an amount equal to one hundred per centum (100%) of the amount required to fully pay the interest and principal payments then due and payable on the Certificates, such deposits to pay accrued interest and maturing principal on the Certificates to be made in substantially equal monthly installments on or before the 20th day of each month beginning on or before the 20th day of the month following the date of delivery of the Certificates to the initial purchaser.

The monthly deposits to the Certificate Fund, as hereinabove provided, shall be made until such time as such Fund contains an amount equal to pay the principal of and interest on the Certificates to maturity. Ad valorem taxes levied, collected and deposited in the Certificate Fund for and on behalf of the Certificates may be taken into consideration and reduce the amount of the monthly deposits otherwise required to be deposited in the Certificate Fund from the Net Revenues of the System. In addition, any proceeds of sale of the Certificates in excess of the amount required to pay the contractual obligations to be incurred (including change orders to a

construction contract) shall be deposited in the Certificate Fund, which amount shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Certificates and the outstanding City of Justin, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2014 and City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2017, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations/Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue Additional Obligations, without limitation or any restriction or condition being applicable to their issuance under the terms of this Ordinance, payable from and secured by a lien on and pledge of the Net Revenues of the System of equal rank and dignity, and on a parity in all respects, with the lien thereon and pledge thereof securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated

Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or on a redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from

the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 38 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final

Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate. The City warrants and represents that it satisfies the requirements of paragraph (2) and (3) of section 148(f) of the Code with respect to the Certificates without making the payments for the United States described in such section. Specifically, the City warrants and represents that:

- (1) the City is a governmental unit with general taxing powers;
- (2) at least 95% of the net proceeds of the Certificates will be used for the local governmental activities of the City; and
- (3) the aggregate face amount of all tax exempt obligations issued or expected to be issued by the City (and all subordinate entities thereof) in the calendar year in which the Certificates are issued is not reasonably expected to exceed \$5,000,000.

(i) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(j) Qualified Tax Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Certificates to be "qualified tax exempt obligations" in that the Certificates are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year 2023 will not exceed \$10,000,000.

(k) Reimbursement. The City reasonably expects to reimburse capital expenditures made from its own funds with respect to the projects described in Section 1 hereof with Bond proceeds and this Ordinance shall constitute a declaration of official intent under Treas. Reg. § 1.150-2. The maximum principal amount of obligations expected to be issued for the projects is \$_____.

SECTION 24: Sale of Certificates. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the City; such bid is hereby accepted and

incorporated herein by reference as a part of this Ordinance for all purposes and the sale of the Certificates to said Purchaser at the price of par and accrued interest to the date of delivery, plus a premium of \$_____ is hereby approved and confirmed. Delivery of the Certificates to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The terms of sale are hereby declared to be in the best interest of the City.

SECTION 25: Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, Finance Director or City Secretary, one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated January 10, 2023, in the offering, sale and delivery of the Certificates to the public.

SECTION 26: Proceeds of Sale. The proceeds of sale of the Certificates, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at the City's depository bank. Pending expenditure for authorized projects and purposes, the proceeds of sale deposited to the credit of the construction fund may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Premium in the above amount as well as all surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 27: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 28: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying

Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 29: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 30: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 33: Inconsistent Provisions. Subject to Section 19 hereof, all ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 34: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 35: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 36: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application

thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

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

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City, ending in or after 2022, financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6 and 8 through 15, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City within twelve months after the end of each fiscal year ending in or after 2022. If the audit of such 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 so provided shall be (1) prepared in accordance with generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board, 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 they must be provided.

If the City changes its fiscal year, it will notify the MSRB 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.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

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 Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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.

For these purposes, (a) any event described in the immediately preceding paragraph 12 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 United States 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 and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section

shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, 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 City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling

Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 39: Further Procedures. The Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary of the City and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, the Mayor Pro Tem, City Manager, Finance Director and/or City Secretary of the City, and its Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were related in full in this Section.

SECTION 41: Insurance. The Certificates have been sold with the principal of and interest thereon being insured by Build America Mutual Assurance Company.

SECTION 42: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 43: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page left blank intentionally.]

PASSED AND ADOPTED, this January 10, 2023.

CITY OF JUSTIN, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of January 10, 2023 (this "Agreement"), by and between BOKF, N.A., a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Justin, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023" (the "Securities"), dated January 1, 2023, such Securities scheduled to be delivered to the initial purchasers thereof on or about February 15, 2023; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth Section 2271.002(a)(2) of the Texas Government Code or Section 2274.002(a)(2) of the Texas Government Code, as amended. The Issuer covenants to provide notice to the Bank upon any change in the Issuer's Fiscal Year within ten (10) business days of the governing body of the Issuer's decision to change the Fiscal Year of the Issuer.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

DEFINITIONS

Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

ARTICLE ONE“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

ARTICLE TWO“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

ARTICLE THREE“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

ARTICLE FOUR“Financial Advisor” means Specialized Public Finance Inc.

ARTICLE FIVE“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

ARTICLE SIX“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

ARTICLE SEVEN“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

ARTICLE EIGHT“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

ARTICLE NINE“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust

Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

ARTICLE TEN“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

ARTICLE ELEVEN“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

PAYING AGENT

Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

BOKF, NA Corporate Trust Services
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first-class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

REGISTRAR

Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred

to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the

Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

THE BANK

Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Reliance on Documents, Etc.

The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent,

order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the

Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Interpleader. The Issuer and the Bank agree that, to the extent permitted by law, the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

MISCELLANEOUS PROVISIONS

Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

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

Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

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

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA

By:_____

Title:_____

Address: 5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

CITY OF JUSTIN, TEXAS

By: _____
Mayor

Address: 415 N. College Avenue
Justin, Texas 76247

Attest:

City Secretary

ANNEX A

City Council Meeting

January 10, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #5 (Possible Action)

Title: Consider and take appropriate action regarding Resolution No. 595-23 consenting to the creation of Denton County Emergency Services District No. 2.

Department: Administration

Contact: Administration

Recommendation: Approve/Deny Resolution 595-23 consenting to the creation of Denton County Emergency Services District No. 2.

Background:

The City received a petition from Denton County ESD#2 for the creation of an emergency services district that would encompass the City of Justin, including the ETJ and city limits.

Surrounding Cities also petitioned for inclusion are Ponder, New Fairview, Dish, and Northlake. A Resolution is attached for review.

City Attorney Review: N/A

Attachments:

1. ESD exhibits
2. Petition for creation
3. Draft Resolution 595-23

BURNS ANDERSON JURY & BRENNER, L.L.P.

Attorneys and Counselors of Law
A Limited Liability Partnership which includes Professional Corporations

Telephone: 512/338-5322
Facsimile: 512/338-5363

From the Desk of:
KEN CAMPBELL
kcampbell@bajb.com

December 2, 2022

VIA CMRRR 7019 2280 0002 0534 3389
AND EMAIL: lwoodall@cityofjustin.com
The Honorable Elizabeth Woodall
Mayor
City of Justin
P. O. Box 129
Justin, Texas 76247

RE: Petition for the Creation of the Proposed Denton County Emergency Services
District No. 2
Our File No.: 019.39398

Dear Mayor:

I represent Justin Community Volunteer Fire Department, Inc. and Ponder Volunteer Fire Department, Inc. The citizens of the area served by these departments have filed a petition with the County Judge of Denton County, Texas for the formation of an emergency services district pursuant to Chapter 775, Texas Health & Safety Code. The entire proposed district would be located wholly within Denton County as described in the attached Petition. It is anticipated that the issue of the creation of this district will be presented to the voters at the May 2023 uniform election date.

I am enclosing a copy of a legal description and map of the proposed district for your reference. According to our records, portions of the proposed district contain territory within your municipality's city limits and extraterritorial jurisdiction. I am attaching a full copy of the petition to the email I am sending contemporaneously with this correspondence.

Pursuant to § 775.014, before a district may be created that contains territory in a municipality's territorial limits or extraterritorial jurisdiction, a written request to be included in the district must be presented to the municipality's governing body after the petition has is filed under Section 775.015, Health & Safety Code.

This correspondence is to advise you of the filing of this petition with Denton County and to request the written consent to include the territorial limits and extraterritorial

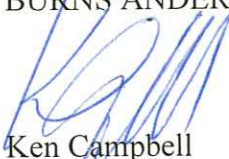
jurisdiction of your municipality in Denton County and within the proposed district as outlined on the enclosed legal description.

Your municipality's consent is required on or before the 60th day after the date of your receipt of this letter. I would appreciate if you would place this matter on the council's docket for consideration and respond with your city's consent prior to this deadline so the election may proceed in a timely manner.

If you have any questions, or require additional information, please do not hesitate to contact me at 512/338-5322.

Sincerely,

BURNS ANDERSON JURY & BRENNER, L.L.P.



Ken Campbell
KPC

cc: The Honorable Andy Eads
County Judge
Denton County
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

[ON CITY LETTERHEAD]

[DATE]

The Honorable Andy Eads
County Judge
Denton County
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

RE: Consent of the City of Justin, Denton County, Texas for the Inclusion of the City Limits and Extraterritorial Jurisdiction of the City in the Proposed Denton County Emergency Services District No. 2, Pursuant to Chapter 775, Texas Health & Safety Code.

Dear Judge Eads:

This correspondence is to certify that at a meeting of the City Council of the City of Justin, Texas, called and conducted in accordance with all applicable law, the Council approved the following motion by a vote of ____ "ayes" and ____ "nays:"

Pursuant to Section 775.014 of the Texas Health & Safety Code, the City of Justin, Texas hereby consents to the inclusion of its territorial limits and extraterritorial jurisdiction within the proposed Denton County Emergency Services District No. 2.

Sincerely,

[NAME]
Mayor

ATTEST:

[NAME]
City Secretary

cc: Ken Campbell
BURNS ANDERSON JURY & BRENNER, L.L.P.
P. O. Box 26300
Austin, Texas 78755-6300

**PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES
DISTRICT NO. 2**

Pursuant to Texas Health and Safety Code, Chapter 775, the undersigned petitioners hereby petition for the creation of an emergency services district whose territorial boundaries would be those as further described in the attached Exhibit A, attached hereto and incorporated herein for all purposes. The proposed Denton County Emergency Services District No. 2 is to be created and is to operate under Article III, Section 48-e, Texas Constitution, and Chapter 775, Texas Health & Safety Code, and will provide the emergency services set forth in Article III, Section 48-e, Texas Constitution. The creation of the proposed Denton County Emergency Services District No. 2 complies with Sections 775.020 and 775.0205, Health and Safety Code.

The following are municipalities from which consent must be obtained under Section 775.014: the City of Ponder, including both its extraterritorial jurisdiction and city limits; the City of Justin, including both its extraterritorial jurisdiction and city limits; the City of New Fairview, including both its extraterritorial jurisdiction and city limits, but only in Denton County, Texas; the City of Dish, including both its extraterritorial jurisdiction and city limits, but only in Denton County and the proposed Denton County Emergency Services District No. 2; the City of Northlake, including both its extraterritorial jurisdiction and city limits, but only in the proposed Denton County Emergency Services District No. 2 and not included in Denton County Emergency Services District No. 1; the extraterritorial jurisdiction of the City of Fort Worth; and the extraterritorial limits of the City of Denton in the proposed District.

The undersigned two petitioners obligate themselves to pay not more than \$150 of the costs incident to the formation of the proposed district, including the costs of publishing notices, election costs, and other necessary and incidental expenses.

OBLIGOR NO. 1

OBLIGOR NO. 2

Thomas Richard Webster
Signature

Eric Frank Felderhoff
Signature

Thomas Richard Webster
Printed Name

ERIC FRANK FELDERHOFF
Printed Name

P.O. Box 246
Mailing Address

507 STONY CREEK DR
Mailing Address

Ponder Texas 76259
City, State, Zip Code

PONDER, TX 76259
City, State, Zip Code

112 Seaborn Rd Ponder TX 76259
Residence Address

507 STONY CREEK DR
Residence Address

10/14/1944
Date of Birth

06/01/1985
Date of Birth

10-17-2022
Date of Signing

10/17/2022
Date of Signing

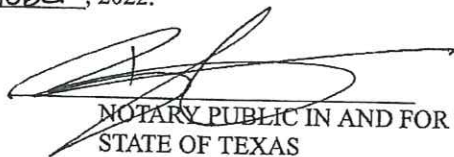
1092231019
Voter Registration No.

1195603452
Voter Registration No.

Deceased
10-29-22

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by Thomas Richard Webster as
Obligor No. 1, on this the 17th day of October, 2022.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by Eric Frank Felderhoff, as
Obligor No. 2, on this the 17th day of October, 2022.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES
DISTRICT NO. 2**

Pursuant to Texas Health and Safety Code, Chapter 775, the undersigned petitioners hereby petition for the creation of an emergency services district whose territorial boundaries would be those as further described in the attached Exhibit A, attached hereto and incorporated herein for all purposes. The proposed Denton County Emergency Services District No. 2 is to be created and is to operate under Article III, Section 48-e, Texas Constitution, and Chapter 775, Texas Health & Safety Code, and will provide the emergency services set forth in Article III, Section 48-e, Texas Constitution. The creation of the proposed Denton County Emergency Services District No. 2 complies with Sections 775.020 and 775.0205, Health and Safety Code.

The following are municipalities from which consent must be obtained under Section 775.014: the City of Ponder, including both its extraterritorial jurisdiction and city limits; the City of Justin, including both its extraterritorial jurisdiction and city limits; the City of New Fairview, including both its extraterritorial jurisdiction and city limits, but only in Denton County, Texas; the City of Dish, including both its extraterritorial jurisdiction and city limits, but only in Denton County and the proposed Denton County Emergency Services District No. 2; the City of Northlake, including both its extraterritorial jurisdiction and city limits, but only in the proposed Denton County Emergency Services District No. 2 and not included in Denton County Emergency Services District No. 1; the extraterritorial jurisdiction of the City of Fort Worth; and the extraterritorial limits of the City of Denton in the proposed District.

The undersigned two petitioners obligate themselves to pay not more than \$150 of the costs incident to the formation of the proposed district, including the costs of publishing notices, election costs, and other necessary and incidental expenses.

OBLIGOR NO. 1



Signature

Michael Phillips

Printed Name

218 E 4th St

Mailing Address

Justin TX 76247

City, State, Zip Code

510 N Henderson Circle Justin TX 76247

Residence Address

01/30/1990

Date of Birth

11/30/22

Date of Signing

2135192242

Voter Registration No.

OBLIGOR NO. 2

Signature

Printed Name

Mailing Address

City, State, Zip Code

Residence Address

Date of Birth

Date of Signing

Voter Registration No.

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by Michael Phillips, as Obligor No. 1, on this the 30 day of November, 2022.



Lindsay Gaffney
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by Matthew Mitchell, as Obligor No. 1, on this the 30 day of November, 2022.



Lindsay Gaffney
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

EXHIBIT A

As shown on the attached map:

BEGINNING at the point where the south right of way of U.S. Highway 380 and the Denton County-Wise County line intersect the south right of way of U.S. Highway 380;

THENCE, south following the Denton County-Wise County line to the point where said line intersects the territorial limits of the City of Fort Worth;

THENCE, easterly the northerly following the territorial limits of the City of Fort Worth until the territorial limits of the City of Fort Worth intersect with the territorial limits of Denton County Emergency Services District No. 1;

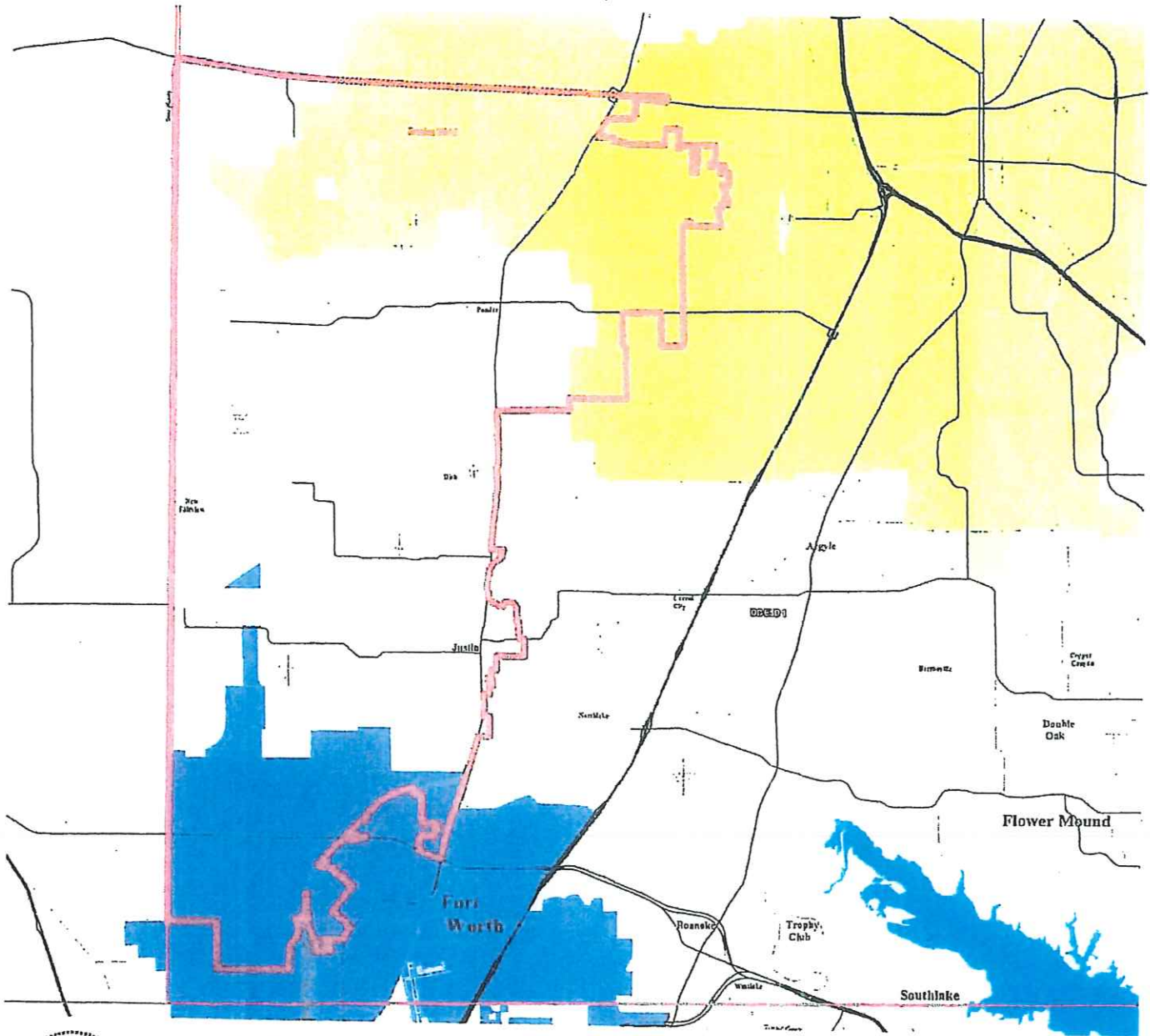
THENCE, northerly and easterly following the western territorial limits of Denton County Emergency Services District No. 1 until the territorial limits of Denton County Emergency District No. 1 intersect with the territorial limits of the City of Denton;

THENCE, northerly following the western territorial limits of the City of Denton until said territorial limits of the City of Denton intersect with the south right of way of U.S. Highway 380;

THENCE, west following the south right of way of U.S. Highway 380 to the PLACE OF BEGINNING.

Save and except any territory within the proposed Denton County Emergency Services District No. 2 contained in the territorial limits of the City of Fort Worth or the City of Denton as they exist as of October 10, 2022.

ESD2 Proposed

[illegible]

-
- INTERSTATE
 US HIGHWAY
 STATE HIGHWAY
 FARM TO MARKET
 MAJOR THOROUGHFARES
 LOCAL ROADS
- CITY OF LOS ANGELES
 SAN GABRIEL RIVER
 LOS ANGELES RIVER
 SAN DIEGO RIVER
- City Population
 Los Angeles 10,000,000
 San Gabriel River 100,000
 Los Angeles River 100,000
 San Diego River 100,000
 San Diego 100,000

2205 15th Street NW
(Area 5251)
Toll Free Central
Landed Container Corp.



1 inch = 0.0 miles
October 11, 2012

[illegible]

CONDUCTIVITY MEASUREMENTS
LITHIUM ION CONDUCTIVITY
& VOLTAGE MEASUREMENTS

CONTACT NUMBER
L15148 SMP 3120-2000-474
LVL 8120-2000-474

Overview
Map



PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Pursuant to Texas Health and Safety Code, Chapter 775, the undersigned petitioners hereby petition for the creation of an emergency services district whose territorial boundaries would be those as further described in the attached Exhibit A, attached hereto and incorporated herein for all purposes. The proposed Denton County Emergency Services District No. 2 is to be created and is to operate under Article III, Section 48-e, Texas Constitution, and Chapter 775, Texas Health & Safety Code, and will provide the emergency services set forth in Article III, Section 48-e, Texas Constitution. The creation of the proposed Denton County Emergency Services District No. 2 complies with Sections 775.020 and 775.0205, Health and Safety Code.

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The undersigned two petitioners obligate themselves to pay not more than \$150 of the costs incident to the formation of the proposed district, including the costs of publishing notices, election costs, and other necessary and incidental expenses.

OBLIGOR NO. 1

OBLIGOR NO. 2

Thomas Richard Webster
Signature

Eric Frank Felderhoff
Signature

Thomas Richard Webster
Printed Name

ERIC FRANK FELDERHOFF
Printed Name

P.O. Box 246
Mailing Address

507 STONY CREEK DR
Mailing Address

Ponder Texas 76259
City, State, Zip Code

PONDER, TX 76259
City, State, Zip Code

112 Seaborn Rd Ponder TX 76259
Residence Address

507 STONY CREEK DR
Residence Address

10/14/1944
Date of Birth

06/01/1985
Date of Birth

10-17-2022
Date of Signing

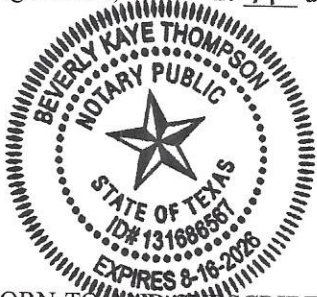
10/17/2022
Date of Signing

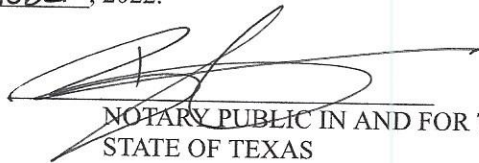
1092231019
Voter Registration No.

1195603452
Voter Registration No.

Deceased
10-29-22

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by Thomas Richard Webster as
Obligor No. 1, on this the 17th day of October, 2022.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by Eric Frank Felderhoff, as
Obligor No. 2, on this the 17th day of October, 2022.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2


Pursuant to Texas Health and Safety Code, Chapter 775, the undersigned petitioners hereby petition for the creation of an emergency services district whose territorial boundaries would be those as further described in the attached Exhibit A, attached hereto and incorporated herein for all purposes. The proposed Denton County Emergency Services District No. 2 is to be created and is to operate under Article III, Section 48-e, Texas Constitution, and Chapter 775, Texas Health & Safety Code, and will provide the emergency services set forth in Article III, Section 48-e, Texas Constitution. The creation of the proposed Denton County Emergency Services District No. 2 complies with Sections 775.020 and 775.0205, Health and Safety Code.

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The undersigned two petitioners obligate themselves to pay not more than \$150 of the costs incident to the formation of the proposed district, including the costs of publishing notices, election costs, and other necessary and incidental expenses.

OBLIGOR NO. 1

OBLIGOR NO. 2


Signature

Signature

Michael Phillips
Printed Name

Printed Name

218 E 4th St
Mailing Address

Mailing Address

Justin TX 76247
City, State, Zip Code

City, State, Zip Code

510 N Horsman Circle Justin TX
Residence Address

Residence Address

01/30/1990
Date of Birth

Date of Birth

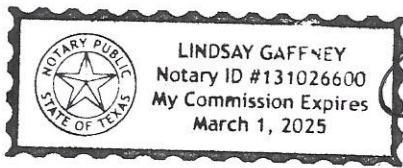
11/30/22
Date of Signing

Date of Signing

2135192242
Voter Registration No.

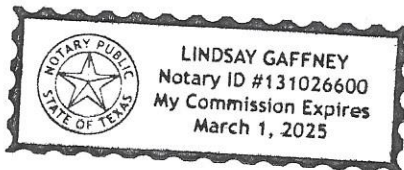
Voter Registration No.

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by Michael Phillips, as
Obligor No. 1, on this the 30 day of November, 2022.



Lindsay Gaffney
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by Matthew Mitchell, as
Obligor No. 1, on this the 30 day of November, 2022.

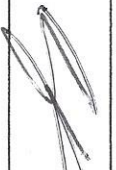









Lindsay Gaffney
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Pursuant to Texas Health and Safety Code, Chapter 775, the undersigned petitioners hereby petition for the creation of an emergency services district whose territorial boundaries would be those as further described in the attached Exhibit A, attached hereto and incorporated herein for all purposes. The proposed Denton County Emergency Services District No. 2 is to be created and is to operate under Article III, Section 48-e, Texas Constitution, and Chapter 775, Texas Health & Safety Code, and will provide the emergency services set forth in Article III, Section 48-e, Texas Constitution. The creation of the proposed Denton County Emergency Services District No. 2 complies with Sections 775.020 and 775.0205, Health and Safety Code.





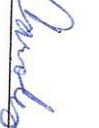



The following are municipalities from which consent must be obtained under Section 775.014: the City of Ponder, including both its extraterritorial jurisdiction and city limits; the City of Justin, including both its extraterritorial jurisdiction and city limits; the City of New Fairview, including both its extraterritorial jurisdiction and city limits, but only in Denton County, Texas and the proposed Denton County Emergency Services District No. 2; the City of Dish, including both its extraterritorial jurisdiction and city limits, but only in the proposed Denton County Emergency Services District No. 2; the City of Northlake, including both its extraterritorial jurisdiction and city limits, but only in the proposed Denton County Emergency Services District No. 2 and not included in Denton County Emergency Services District No. 1; the extraterritorial jurisdiction of the City of Fort Worth; and the extraterritorial limits of the City of Denton in the proposed District.

SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	Corey Helfman	06-11-84		11381 Hill Country Circle	06-17-22	325-88-5465
	Keith Cooper	1-17-61	10922015110	62291 Gentry Lane	10-17-22	817.946 6023
	Randy Crider	3/14/76	102255533	300 Seaway Lane	10/17/22	940-390-1247
	SAM VOSS	12-17-42	1084910663	WAKEFIELD Rd.	10-17-22	940-391-9326
	John Hester	1-2-75	10542310741	270 Meadows Dr Ponder TX 76255	10/17/22	817 265 4383
	Aaron Caehter	10-12-79	1092193106	P.O. Box 22 Ponder, TX 76259	10/17/22	940-390-6244
	Michael R McEwen	04/24/74	1082012155	12281 Hill Country Circle Ponder TX 76259	10/17/22	940-765-2577
	STEVEN K. FELL	5-29-64	10922533249	12291 Hill Country Circle Ponder TX	10/17-22	972 523 8107

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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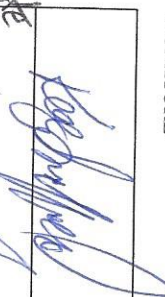
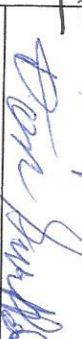






SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	Harrison Delambré	8/21/74	2143453554	701 Fairview Ln Ponder	10/16/22	940 703-0452
	Robert Henry	4/3/88	1091528706	300 Fairview Lane	10/16/22	972-534-3461
	Edna Heine	11/9/86	246358579	240 Saratoga Dr.	10/16/22	214-443-8446
	Harrison Delambré	12/30/1998	2130310431	12361 Old Stony Rd	10/16/22	940-393-3210
	Carolyn Harrison	9/6/43	1092191344	12333 Old Stony Rd	10/16/22	940-477-2435
	Carl Delambré	4/3/75	109219271	12305 Old Stony Rd	10/17/22	940-390-2033
	Lindsey Nelson	7-23-84		13000 Old Stony Rd	10/17/22	940 507-4445
	Ambra Davidson	5-14-79	1092240723	103 S Hwy 156 Ponder, TX 76259	10/18/22	940 367-8051

Duplicate

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Pursuant to Texas Health and Safety Code, Chapter 775, the undersigned petitioners hereby petition for the creation of an emergency services district whose territorial boundaries would be those as further described in the attached Exhibit A, attached hereto and incorporated herein for all purposes. The proposed Denton County Emergency Services District No. 2 is to be created and is to operate under Article III, Section 48-e, Texas Constitution, and Chapter 775, Texas Health & Safety Code, and will provide the emergency services set forth in Article III, Section 48-e, Texas Constitution. The creation of the proposed Denton County Emergency Services District No. 2 complies with Sections 775.020 and 775.0205, Health and Safety Code.

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	Kelly Suttford	12/30/61	100000000000000000	14689 FM 2449 Ponder TX	10/15/82	940-391-8519
	Tom Suttford	9/4/35	100000000000000000	146 Jannary Ln Ponder TX	10/5/82	940-395-1138
	Joe Angelini	3/6/66	100000000000000000	5115 Hackman Cir Justin, TX 76247	10/15/82	602 690-9436
	Gay W. Hayes	7/22/58	100000000000000000	13880 McQuinn Dr Justin, TX 76247	10/15/82	469-989-7093
	Daryn Stateson	6/30/90	100000000000000000	284 Hilltop Dr. Justin TX 76247	10/15/82	214 235 6199
	Jamie Perry	3/9/85	100000000000000000	2805 Schults Rd Ponder TX 76249	10/15/82	940-597 5684
	Jeremy Watson	3/29/83	100000000000000000	11901 Cactus Ct Justin TX 76247	10/15/82	817 688-7222
	Kat Dale	10/11/89	100000000000000000	1920 Riverchase Ln, Justin TX 76247	10/15/82	580 491 2297

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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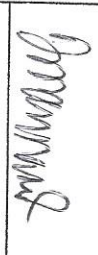




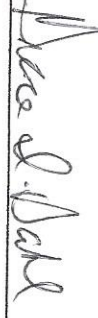

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
<i>Kim Bongard</i>	Kim Bongardner	8/1/58	100000000	100 Indian Point Justin	10/15/22	972-974-4074
<i>Robert Nelson</i>	ROBERT NELSON	8/31/55		129 DAISSY LANE, JUSTIN	10-15-22	940-242-0207
<i>Michael Verten</i>	Michael Verten	12/6/80	100659000	10740 Helen Rd Justin TX 76247	10/5/22	940-206-8359
<i>Andrea Fought Rook</i>	Andrea Fought Rook	7/27/1991		212 S Sealey Ave Justin, TX 76247	10/15/22	817.644.4474
<i>Roland David Rook</i>	Roland David Rook	11/29/1989	100000000	212 S Sealey Ave Justin, TX 76247	10/15/22	817.938.2000
<i>Kelli McAnale</i>	Kelli McAnale	10/10/1999		16717 Milwaukee St Justin, TX 76247	10/15/22	214-843-3103
<i>Teresa Baugh</i>	Teresa Baugh	2/8/70	100510100	9131 Fawn Mountain Justin, TX 76247	10/15/22	214-500-6588
<i>Sean Baugh</i>	Sean Baugh	4/21/08	100000000	9131 Fawn Mountain Justin, TX 76247	10/15/22	817-903-8078

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	Michael Fuller	1/35/50	1055422412	510 N. Hickman Ave Justin, TX 76201	10/15/12	540-285-1675
	Teresa Maynard	12/22/76	1041114541	231 Hittop Dr, Justin, TX 76247	10/15/23	940-648-2868
	Katharina Hepler	12/18/86		1106 Greenwood Dr Justin, TX 76247	10/15/22	682-277-9168
	Brad Trussell	4-18-80	1055226453	216 SouthPeak Ln Ponder, TX 76259	10/15/22	940-391-1092
	Con Hibbons	6-16-60	1042223224	514 Hacienda Dr Aubrey, TX 76252	10/15/22	940-395-3610
	ROBERT DARR	6-22-77	1055418710	13351 McALLEN USTUN, TX 76247	10/15/22	951-906-8024
	DALE DAHL	9-9-73	1055418710	13351 McALLEN Ln Justin, TX 76247	10/15/22	951-901-5770
	Cynthia Trussell	9-11-57	1055418710	219 King George Rd Ponder, TX 76259	10-15-22	940-367-0928

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
<i>M. Mc</i>	Norma S. Mose	Jan 21, 1945	10422028301	5772 Stone Acres	Oct 15, 22	940-283-3876
<i>DeBark</i>	Dale Bongardus	02/14/1947	10421037303	100 Indian Point Dr.	10/15/22	940-648-8833
<i>Wendie Nelson</i>	Victorie Nelson	9/19/50		129 Paisey Ln.	10/15/22	940-340-0209
<i>Linda Nelson</i>	Linda Nelson	8/17/52	104245305	420 Silver Mine Justin	10/15/22	254-258-9976
<i>Randa Lermer</i>	Randa Lermer	04/16/51	104204300	420 Silver Mine Justin	10/15/22	940-448-1398
<i>Cathy Green</i>	Cathy Green	11/5/01		100 W. Fm 2464	10/15/22	817-222-8552
<i>David M. Zone</i>	David M. Zone	9/14/67	1040391544	16777 John Wiley Rd Justin TX 76247	10/15/22	972-514-2005
<i>Dee Mearns Zone</i>	Dee Mearns Zone	11/10/48	1167017409	16777 John Wiley Rd Justin TX 76247	10/15/22	940-246-1233

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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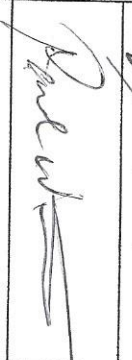
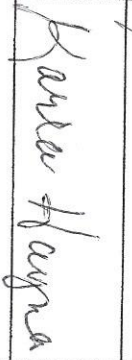



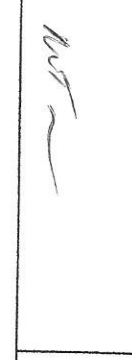
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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	Damian Deam	10/4/73	215334413	3070 Creekside Dr	10/16	902-630-8002
	Mindy Levere	10/2/21	109080115	12341 Madison Ln	10/16/2022	972-571-9511
	Mark Moynagh	11/1/69	1092182788	7610 T.N. Skiles Ponder, TX	10/16/22	940-367-2215
	Carla Carlisle	5/1/54	11102173553	1212 Plover, TX	10/16/22	469-8824
	Alan Gorman	9/9/58	1092182788	112 King George Rd	10/16/22	214 882 0911
	Gary Foree	4-29-77	10955020522	1105 Kethwood Dr	10/16/22	682-554-4748
	Joseph Chase Schindler	4-23-84	10955020522	11155 Sweetford Rd Justin TX	10/16/22	940 390-2651
	Rethan Keck	4-13-71		4949 Helton Rd, Justin, TX	10/16/22	940-391-1741

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	SUDHAN SHRESTHA	12/29/1979		1441 Elmwood Justin TX 76241	10/15/2022	469-8413128
	Nick Miller	11/25/85		922 Timber ridge St. Justin TX 76247	10/14/22	443-987 311)
	Paul Winkler	1/16/89	1089135584	202 E. James St. Ponder, TX 76259	10/15/22	940 388- 5669
	Larla Haynes	8/9/58		13880 Meagons Dr Justin, TX	10/15/22	520-242-1626
	Aaron Watson	8/18/89	1089135584	284 Hilltop Justin, TX 76247	10/15/23	940 395046
	Carme Storch	12/11/88	1089135584	210 Oakwood Dr Ponder TX 76259	10/15/23	940-268- 8783
	Russell Moncrie	7-13-65		1020 Oak St Justin	10/16	940 231 4224
	Michael Turner	9/11/82	109238928	2055 Soliter Rd. Ponder, TX 76259	10/16	940-435-9705

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
<i>[Signature]</i>	Lisa Harrison	3-31-80	2132827921	245 Stallion Way	10/10/16	469-826-1824
<i>[Signature]</i>	Randy Harrison	1-16-69	2154256308	245 Stallion Way	10/11/16	682-459-4441
<i>[Signature]</i>	William	1/23/92		218 Jockey CT	10/16	940-465-3337
<i>[Signature]</i>	Kristi Cain	10/21/74		531 Canterbury Park	10/16	832-392-8444
<i>[Signature]</i>	Marc A. Ambler	1/24/79		312 Peabody Ln	10/16	713 202 2666
<i>[Signature]</i>	Christine Riddle	3/2/91		234 Oaklawn Dr	10/16	903 515-8983
<i>[Signature]</i>	Dore	03/15/55	1176209693	240 Oaklawn Dr	10/16/22	214 874 5524
<i>[Signature]</i>	Nicholas Lamb			246 Oaklawn Dr	10/16/22	940-783-0449

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
<i>[Signature]</i>	Heather S. Greenmiller	10-04-59	1092212520	12240 Hill Country Circle Ponder, TX 76259	10/17/12	940-479-8119
<i>[Signature]</i>	Beth Wilson	03-19-40		11340 Hill Country Circle Ponder, TX 76259	10/18/12	940-353-7653
<i>[Signature]</i>	Pat Steele	7/11/63	1012264826	11361 Hill Country Cir Ponder TX 76259	10/15/12	940-783-0394
<i>[Signature]</i>	Shelley Steele	10/17/63	1011490166	11361 Hill Country Cir Ponder TX 76259	10/17/12	940-783-0394
<i>[Signature]</i>	Mary Young	5/29/60	1039886825	213 South Rock Ln Ponder TX 76259	10/15/12	940-927-1647
<i>[Signature]</i>	Scott Young	10/12/63	1039886836	213 South Rock Ln Ponder TX 76259	10/16/12	817-781-5085
<i>[Signature]</i>	Leigh Ann Sewell	8/19/73	1082920714	10360 Hill Country Cir Ponder, TX 76259	10/15/12	469-628-4433
<i>[Signature]</i>	Dennis Sewell	7/18/73		12460 Hill Country Cir Ponder, TX 76259	10/15/12	469-628-7661

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	Marshall Tolleson	10/19/92	1176209693	238 Saratoga DR Ponder TX 76259	10/16	
	Vamantina Tolison	10/10/92	218687202	↓	↓	409-714-9071
	Seth Lethor	10/10/77		244 Saratoga Ponder TX 76259		940-208-6944
	Alyssa Nordie	5/13/90	1153833228	254 Saratoga DR Ponder TX 76259	10/16	940-299-9819
	TRANSDORIE	5/2/90	1153805871	↓	10/16	940-299-9803
	Nathan Floyd	02/11/1992	1174310507	252 Saratoga DR Ponder, TX 76259	10/16	214-463-4335
	Tanner Buchanan	8/28/1979	1174310507	250 Saratoga DR Ponder TX 76259	10/16	(740) 244-2135
	Steve Puhler	3/15/1982		346 Ardmore Ponder, TX 76259	10/16	940-231-2000

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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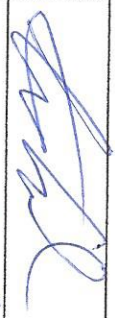




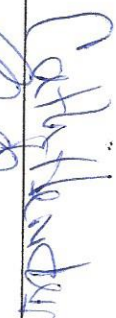


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	J. Nelson	04/08/1988	1092209682	13647 Fm 467 Justin TX 76247	10/15/22	940-345-8278
	Cresswell	06/14/1972		13647 Fm 467 Justin TX 76247	10/15/22	940-345-6723
	Jody Lobinger	11-11-68	1092122991	9845 Fm 1384 Justin, TX 76247	10/15/22	940-453-8490
	Mike Lobinger	7-26-67		9845 Fm 1384 Justin TX 76247	10/15/22	940-345-8414
	Terri Woodruff	10-11-70	10922231331	127 Peters Ln Ponder TX	10/15/22	817-946-0002
	Chris Lauderdale	4-16-84	1209038003	11961 Hill Country Circle Ponder No 259	10/15/22	940-367-0520
	Nelsa Lauderdale	6-8-1979	1172983681	11961 Hill Country Circle Ponder No 259	10/15/22	940-390-8633
	Shannon Russell	2-14-1981	2170275783	216 Southpeak Ln. Ponder TX 76258	10/15/22	214-215-2732

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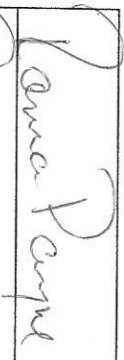

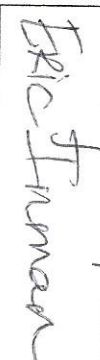
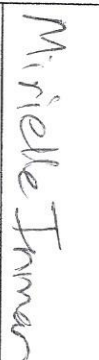




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	Stephen Maynard	9/22/1976	1092114587	231 Hilltop Dr Justin TX 76247	10/15/2002	969-831-4227
	Aaron Dole	1/17/90	212045580	1920 Purchase Ln Justin TX 76247	10/15/2002	918 521 7792
	David Hepler	4/6/76		1106 Wrenwood Dr Justin, TX 76247	10/15/2002	(682) 410-9479
	Tara Higgins	2-28-71	1089441353	514 Holiday Dr. Ponder TX 76259	10-15-02	960-312-9616
	Tim Henderson	5-4-76	1089761218	13340 McAllen Ln Justin, TX 76247	10-15-22	(512) 266-4593
	Cathy Henderson	11/13/70	1089751886	13740 McAllen Ln Justin TX	10/15/02	512-766-4593
	Clayton Cain	7/13/68	1138552042	13341 McAllen Ln. Justin, TX 76247	10/15/02	214 228-7370
	Tiffany G. Doty	10/28/72	1049235049	13341 McAllen Ln Justin TX 76247	10-15-02	972- 845-8788

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	Laura Payne	8-16-62	1089645056	11341 Hill Country Ponder	10/15/2003	940-595-7921
	Rick Payne	6-12-54	1089645041	11341 Hill Country Ponder	10/15/2003	214-662-6784
	Eric Inman	12-4-56	1143155506	11431 Hill Country Circle	10-5-02	940 597 4487
	Mirielle Inman	5-22-53	1046239640	11431 Hill Country Circle	10-5-02	817 860 1300
	Krista Williams	3-10-80	1092116036	11510 Hill Country Ponder, TX 76254	10-15-22	940-390-9413
	John Williams	11-25-81	1092202968	11510 Hill Country Ponder, TX 76254	10-15-22	940-370-4001
	Madison Spults	6/24/92	1207870801	11321 Hill Country Cir Ponder TX	10/15/22	903 819 2085
	Jordan Spults	2/3/91	2161444776	11321 Hill Country Cir Ponder TX	10/15/22	903 818 8825

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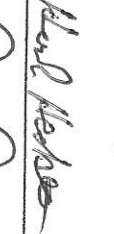
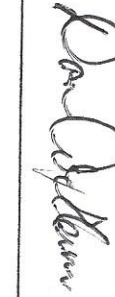
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	Kira Sedivy	7/5/82	2191305159	1008 Timber Ridge Justin, TX 76247	10/15/22	541-659-9880
	David Tolman	2/3/79	1197420208	340 Cedar Crest Dr Justin 76247	10/15/22	972-2370410
	Monaka Williams	1/27/61	1092173488	12464 FM 2449 Ponder, TX 76259	10/15/22	940) 390-5845
	James Longbrake	8/26/76	1092202574	4501 Wakefield Rd Justin, TX 76247	10/15/22	940 455 5464
	Matthew Chrostka	02/01/89	1185950461	1007 Timber Ridge Dr Justin, TX 76247	10/15/22	469-739-6195
	Angela Scott	8/20/76	1092142027	113 Indian Point Dr, Justin, TX 76247	10-15-22	817-307-701 9701
	Brandon Scott	8/24/74	2137492308	113 Indian Point Justin, TX 76247	10-15-22	817-703-4653
	Phyllis Neely	9/8/53	109220270	523 Dorothy Ln, Justin, TX 76247	10-15-22	940-367-0809

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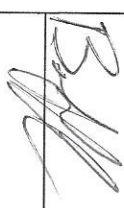



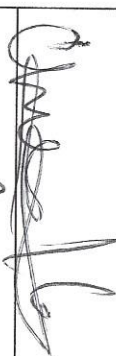


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	Charles Williams	8/17/1959	1092182109	12444 FM 2449 Ponder TX 76259	10/15/22	940-391-7820
	Michelle Simpson	10-27-72		11667 Boies Ave Ponder TX	10/15/22	940-231-9214
	Emilie Jones	08/07/1995	1802351898	1007 Timber Ridge Dr. Justin TX 76247	10/15/22	940-368-3255
	Dana Perrin	3/4/81	1817893543	349 Cedar Crest Dr Justin TX 76247	10/15/22	940-372-6456
	Charles A. Devissal	3/2/1947	10922394102	105 N FM 156 Ponder TX 76259	10/17/22	940-391-3152
	Kelly Spalding	3-14-67	1092174289	1301 N HWY 156 Ponder, TX.	10/17/22	940-390-0029
	Hannah Hoobastator	11-3-58	1092230923	11630 Boies Dr Ponder TX	10-17-22	940-5479-0165
	Dan Cockburn	06-01-45	1092172739	320 Robson St Ponder TX	10/17/22	214-808-6064

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	Stephen Falkus	04-21-63	10116113004	10816 Newwood Dr.	10-15-22	(817) 371-0333
	Bruce Swatford	10-28-86		342 Chestnut Ln	10-15-22	940 391 7722
	Kierston Wheeler	8-11-89	91104588739	118 Lakewood Ln	10-15-22	817-804-1894
	Barb Longbrake	12-8-78	10922114509	450 Wakefield Rd	10-15-22	940 453 5465
	Ethan Garity	5-15-1989		205 S Snyder Ave	10-15-22	817-733-8904
	Christopher Horvath	6-17-82	91103502234	218 Oakleaf Dr	10-15-22	940 206-3419
	Greg Johnson	4-11-60	10922311371	8766 Webb Rd Ponder	10-15-22	940 367-2753
	Maail Benson	10-23-43	1099451733	14304 Sangbnd Hasey	10-15-22	940-2430802

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Pursuant to Texas Health and Safety Code, Chapter 775, the undersigned petitioners hereby petition for the creation of an emergency services district whose territorial boundaries would be those as further described in the attached Exhibit A, attached hereto and incorporated herein for all purposes. The proposed Denton County Emergency Services District No. 2 is to be created and is to operate under Article III, Section 48-e, Texas Constitution, and Chapter 775, Texas Health & Safety Code, and will provide the emergency services set forth in Article III, Section 48-e, Texas Constitution. The creation of the proposed Denton County Emergency Services District No. 2 complies with Sections 775.020 and 775.0205, Health and Safety Code.

The following are municipalities from which consent must be obtained under Section 775.014: the City of Ponder, including both its extraterritorial jurisdiction and city limits; the City of Justin, including both its extraterritorial jurisdiction and city limits; the City of New Fairview, including both its extraterritorial jurisdiction and city limits, but only in Denton County, Texas and the proposed Denton County Emergency Services District No. 2; the City of Dish, including both its extraterritorial jurisdiction and city limits, but only in the proposed Denton County Emergency Services District No. 2; the City of Northlake, including both its extraterritorial jurisdiction and city limits, but only in the proposed Denton County Emergency Services District No. 2 and not included in Denton County Emergency Services District No. 1; the extraterritorial jurisdiction of the City of Fort Worth; and the extraterritorial limits of the City of Denton in the proposed District.

SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
<i>Chad Brooks</i>	Chad Brooks	7-5-49	109218193	649 Stony Creek.	10-16-22	817-996-7612
<i>Wendy Brooks</i>	Wendy Brooks	11-10-1975	1092724721	669 Stony Creek Dr.	10-16-22	(972) 742-6741
<i>Scott McDaniel</i>	Scott McDaniel	12-13-71	1092182973	8600 TL Ranch Road	10-16-22	(940) 368-3575
<i>Richard Hooper</i>	Richard Hooper	01-04-71	1092057255	952 January Ln	10-16-22	940-206-3603
<i>Chad Brooks</i>	Chad Brooks	03-01-73	1092714786	669 Stony Creek Drive Ponder, TX 76259	10-16-22	940-390-7669
<i>Christy Hooper</i>	Christy Hooper	8/29/73	1092046614	952 January Ln.	10/16/22	940-391-3113
<i>Scott DeLambre</i>	Scott DeLambre	4-15-69	1092201697	12305 Old Stony Ln	10-16-22	940-390-6526
<i>David Dault</i>	DAVID DAULT	9/17/1965	1092239477	8636 WEBER RD	10/8/22	940-600-3741

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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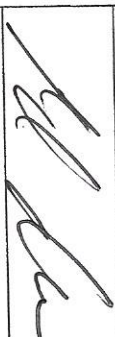
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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
<i>[Signature]</i>	Gus A. Enger	5-10-71	8002879094	Ponder, TX 11901 Hillcountry Ave	10/15/22	940-231-7870
<i>[Signature]</i>	Tena A. Enger	3/10/65	2129322201	11901 Hillcountry Ave Ponder, TX	10/15/22	530-805-1978
<i>[Signature]</i>	Michael Foreman	6-30-55	10902287662	11991 Hill Country Ponder, TX	10/15/22	245-784994
<i>[Signature]</i>	Maureen Mary Foreman	1-31-53	1160685097	11991 Hill Country Ponder, TX	10/15/22	469-521-1280
<i>[Signature]</i>	Scott Conway	8-8-51	1188184295	12310 Hill Country Cir Ponder, TX 76259	10/15/22	87-823-5743
<i>[Signature]</i>	Jeanne Conway	10-26-61	1091026075	12310 Hill Country Cir Ponder, TX 76259	10/15/22	819-751353
<i>[Signature]</i>	Justin Heine	10-6-85	2146358580	240 Sankleg Dr Ponder, TX 76259	10/15/22	712-454-4255
<i>[Signature]</i>	Henry Tucker	6-14-61	1092094917	1101 Valley Drive Justin, TX 76247	10/15/22	214-884-8664

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	Christopher Ryan Lyles	7-30-96	1155977309	345 Meadow Dr Ponder, TX 76839	10/19/22	940-591-7129
	Madison Cole DeLamatre	12/30/98	206314431	12361 Old Soremy Rd Ponder, TX 76859	10/19/22	940-393-3210
	Sarah DeLamatre	4-25-84	1091049613	12361 Old Soremy Ponder TX 76859	10-19-22	4699558992
	Madison DeLamatre	10/14/65	1092231144	106 N Firewater Ponder, TX 76859	10/20/22	940 703-1818

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
<i>Elen Bishop Long</i>	Elen Bishop Long	2/29/1950	2000365910	12010 FM 3449 Ponder, TX 76259	10/18/2022	817-938-1015
<i>Ashley Peterson Swafford</i>	Ashley Peterson Swafford	10/14/1993	118560716	342 Chestnut Lane Ponder, TX 76259	10/18/2022	817-919-9572
<i>Donna Marie Coulter</i>	Donna Marie Coulter	8/18/1944	1052239192	1034 January Ponder, TX 76259	10/18/2022	940-378-6643
<i>Charles Travis Deussen</i>	Charles Travis Deussen	2/28/1971	1092239192	107 Wolfe St. Ponder, TX 76259	10/18/2022	940-435-9562
<i>Michelle Thrash</i>	Michelle Thrash	7/18/1954	1213247572	106 Gnat Creek Ponder, TX 76259	10/18/2022	940-765-8886
<i>Michelle Thrash</i>	Michelle Thrash	9/22/1962	1051146228	106 Shallowford Ponder, TX 76259	10/18/2022	940-479-0544
<i>Greg Sabberry</i>	Greg Sabberry	6-3-58	1099239221	105 S. Hwy 156 Ponder, TX 76259	10/18/2022	940-676-6453
<i>Brenda Sabberry</i>	Brenda Sabberry	2-2-58	1092239980	105 S. Hwy 156 Ponder, TX 76259	10/18/2022	940-536-7447

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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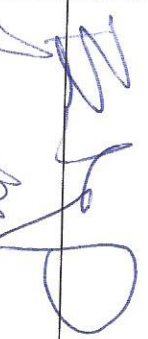
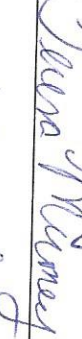


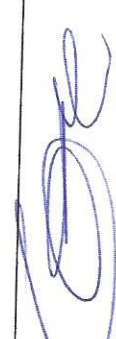
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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
<i>Brenda Davidson</i>	Brenda Davidson	02-17-1949	1092181851	Ponder, 76259 861 Seaborn Rd	10/18/2022	940-7545805
<i>Corina J. Williams</i>	Corina Williams	02-11-41	10522342	10554th St. Ponder, Tx 76259	10/19/22	940-210-1169
<i>Sharon Finley</i>	Sharon Finley	08-27-59	1089763534 0899763534	116 Wolfe St Denton, TX 76205	10/18/22	940-310-9498
<i>Charles E. Finley</i>	Charles E. Finley	01-02-58	1089763534	116 Wolfe St Ponder, TX 76259	10/16/22	940-299-9711
<i>Robert Henry</i>	Robert H. Henry	01-21-54	1092181851	1045 Avenue 21, Ponder, TX 76259	10/18/22	940-765-1474
<i>Amanda Henry</i>	Amanda Henry	2-2-59	10922342	104 January Ponder, TX 76259	10/18/22	940-433-5742
<i>Traci Clement</i>	Traci Clement	7-22-47	1092164728	148 Seaborn Rd Ponder, TX 76259	10/18/22	940-206-2661
<i>Jennifer Todd</i>	Jennifer Todd	01-31-79	1092181851	210 Seaborn Rd Ponder, TX 76259	10/18/22	940-536-5107

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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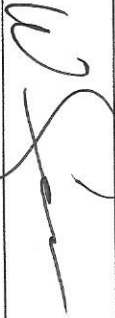
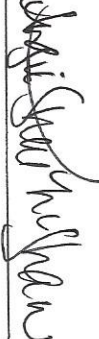





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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	Melissa Mundo	09/14/83	214005910	9540 Knight Ln Ponder TX 76259	10/17/22	817-832-6332
	ROBERT MUNDO	11 FEB 1985	1056246122	9566 KUZANT LN PONDER, TX 76259	17 OCT 2022	817-980-3096
	Scott Abner	07/01/89	1159403396	3358 George Owens Rd Ponder, TX 76259	10/16/22	817-716-1541
	Charles Ben Angley	02/25/1983	2022640 9969	11831 Virginia City Ln Ponder, TX 76259	10/22/22	817-343-2446
	Teresa Meroney	8/6/81	1089003557	2785 Garret Downs Ponder TX 76259	10/26/22	940-395-0989
	Missy Angley	3/12/81	1219530430	11831 Virginia City Ln Ponder, TX 76259	10/26/22	912-779-9336
	Jason Schenberg	6/27/77	1219530430	200 South Peak Ln Ponder, TX	10/22/22	785-424-5130
	David Meroney	4/24/79	1143079803	2785 George Owens Ponder TX 76259	10/22/22	940-395-0307

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	FRANK FETTERS	06/01/1905	1195603452	507 S RONY CAER DR Ponder, TX 76259	10/14/22	469-601-6349
	Wesley Ryan Sorensen	05/11/1977	1091959802	1572 Hitchings Rd. Ponder, TX 76259	10/19/22	972-832-8888
	Angela Sue McShan	02/22/61	10910231744	3130 Bud Williams Dr. Ponder, TX 76259	10/19/22	972-145-2140
	Shalley Simon	10/30/81	1051080670	3151 Creekside Dr. Ponder, TX 76259	10/19/22	817-938-7730
	Jonathan Simon	5/28/81	2125359156	3151 Creekside Dr. Ponder, TX 76259	10-19-22	817-938-7990
	Brent Wayne Larkford	11/25/67	1091021495	115 Standary Lane Ponder, TX 76259	10-19-22	(903) 814-0745
	Shauna L Crumpton	8-3-75	1093140603	3153 Bud Williams Justin TX 76247	10-19-22	817-4543019
	Randy Charles Crumpton	12-29-75	1093149916	3153 Bud Williams Justin TX 76247	10-19-22	940-3009380

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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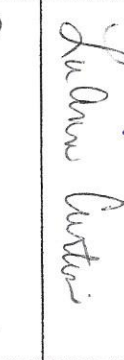

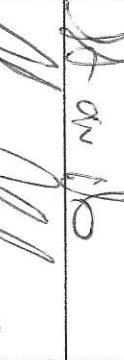


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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	Garrett Mason Cullum	06/03/1990	1156632359	413 Madison Place Ponder, TX 76259	10/18/2022	940-232-2380
	Lacie Kay Hester	10/13/1981	1011951083	1740 Meadows Dr. Ponder, TX 76259	10/11/2022	817-808-4344 4327
	Lerma Debra Stack	03/24/1962	1012239914	Ponder, TX 76259 103 White St.	10/18/22	440-735-2172
	Dana Michelle Bur	05/16/1975	1000391709	14030 Deussen Rd Ponder, TX 76259	10/21/22	940-391-4985
	Tami Michelle Durst	11/14/73	1092239913	11530 Mitchell Cir. Ponder, TX 76259	10/21/22	940-391-6573
	Broad Sabatier	3/12/69	1092239914 734	PO Box 24410739 Ponder, TX 76259	10/21/22	817-714-3078
	Melissa Calhoun	2/15/80	21465 9118	208 Janwarin Ponder, TX 76259	10/21/22	940-390-2076
	Chance Allen	10/5/64	1092231611	12081 Carter, Jr. Ponder, TX 76259	10/21	940-390-8822

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

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SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	Maria Rosaura Duran	5/11/1966	10921824177	12261 Hill Country Cir Ponder TX 76259	10/11/22	972345-0830
	Reynaldo Duran	9/28/1961	10921739445	12261 Hill Country Cir Ponder TX 76259	10/11/22	214-623-6658
	Teresa Jo Cramer	3/25/62	20018860923	11491 Hill Country Cir Ponder, TX 76259	10/14/22	(559) 259-8228
	LuAnn Curtis	5/5/1959	1137354543	516 W 4th Street Justin TX 76247	10/14/22	512-968-8606
	Sandy Ashford	6/25/70	21048427044	6441 Holiday Dr Ponder, TX 76259	10/19/22	318282-0274
	Stanley W. Ashworth	7/31/69	109223004	11730 Hill Country Cir Ponder TX 76259	10/19/22	940-208-7300
	Sharon Chambers	6/17/1966	2191728206	403 Madison Pl Ponder TX 76259	10/19/22	714-822-4441
	Jason Day	2/11/84	1207961609	1952 Sunset Rd Ponder TX 76259	10/14/22	817-800-3571

PETITION FOR THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Pursuant to Texas Health and Safety Code, Chapter 775, the undersigned petitioners hereby petition for the creation of an emergency services district whose territorial boundaries would be those as further described in the attached Exhibit A, attached hereto and incorporated herein for all purposes. The proposed Denton County Emergency Services District No. 2 is to be created and is to operate under Article III, Section 48-e, Texas Constitution, and Chapter 775, Texas Health & Safety Code, and will provide the emergency services set forth in Article III, Section 48-e, Texas Constitution. The creation of the proposed Denton County Emergency Services District No. 2 complies with Sections 775.020 and 775.0205, Health and Safety Code.

The following are municipalities from which consent must be obtained under Section 775.014: the City of Ponder, including both its extraterritorial jurisdiction and city limits; the City of Justin, including both its extraterritorial jurisdiction and city limits; the City of New Fairview, including both its extraterritorial jurisdiction and city limits, but only in Denton County, Texas and the proposed Denton County Emergency Services District No. 2; the City of Dish, including both its extraterritorial jurisdiction and city limits, but only in the proposed Denton County Emergency Services District No. 2; the City of Northlake, including both its extraterritorial jurisdiction and city limits, but only in the proposed Denton County Emergency Services District No. 2 and not included in Denton County Emergency Services District No. 1; the extraterritorial jurisdiction of the City of Fort Worth; and the extraterritorial limits of the City of Denton in the proposed District.

SIGNATURE	PRINTED NAME	DATE OF BIRTH	VOTER REG. NO.	RESIDENCE ADDRESS	DATE OF SIGNING	TELEPHONE NO.
	Lori ^{Jan} Atkins	3/13/76	109223878	212 January Ln Ponder, TX 76259	10-19-22	940-391-7145
	Rickard Henning Petersen	8/10/65	1046722119	102 Peter Ct Ponder TX 76259	10-19-22	817-938-8322
	Heather Fabrice Petersen	8/4/70	1049533114	102 Peter Ct Ponder TX 76259	10-19-22	(817) 438-8301
	Jamie D. Guid	2/22/78	1092125359	200 January Ln Ponder TX 76259	10-19-22	(940) 391-1000
	Mary Elizabeth Ponder	7/12/80	1171968589	9920 Knight Lane Ponder TX 76259	10-19-22	918-857-6315
	Donald Keith Singsperg	9/24/35	1092222275 2775	141 January Ln Ponder TX 76259	10-19-22	940-398-1128
	Nicholas R. Antonio	5/9/81	216156 5649	208 January Lane Ponder TX 76259	10-19-22	(940) 390-1510
	Brandon ^{Keith} Jones	12/14/79	11876723 90	9720 Knight Ln Ponder TX 76259	10-19-22	940-600-0135

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[illegible][illegible]

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The following are municipalities from which consent must be obtained under Section 775.014: the City of Ponder, including both its extraterritorial jurisdiction and city limits; the City of Justin, including both its extraterritorial jurisdiction and city limits; the City of New Fairview, including both its extraterritorial jurisdiction and city limits, but only in Denton County, Texas and the proposed Denton County Emergency Services District No. 2; the City of Dish, including both its extraterritorial jurisdiction and city limits, but only in the proposed Denton County Emergency Services District No. 2; the City of Northlake, including both its extraterritorial jurisdiction and city limits, but only in the proposed Denton County Emergency Services District No. 2 and not included in Denton County Emergency Services District No. 1; the extraterritorial jurisdiction of the City of Fort Worth; and the extraterritorial limits of the City of Denton in the proposed District.

[illegible]

EXHIBIT A

As shown on the attached map:

BEGINNING at the point where the south right of way of U.S. Highway 380 and the Denton County-Wise County line intersect the south right of way of U.S. Highway 380;

THENCE, south following the Denton County-Wise County line to the point where said line intersects the territorial limits of the City of Fort Worth;

THENCE, easterly the northerly following the territorial limits of the City of Fort Worth until the territorial limits of the City of Fort Worth intersect with the territorial limits of Denton County Emergency Services District No. 1;

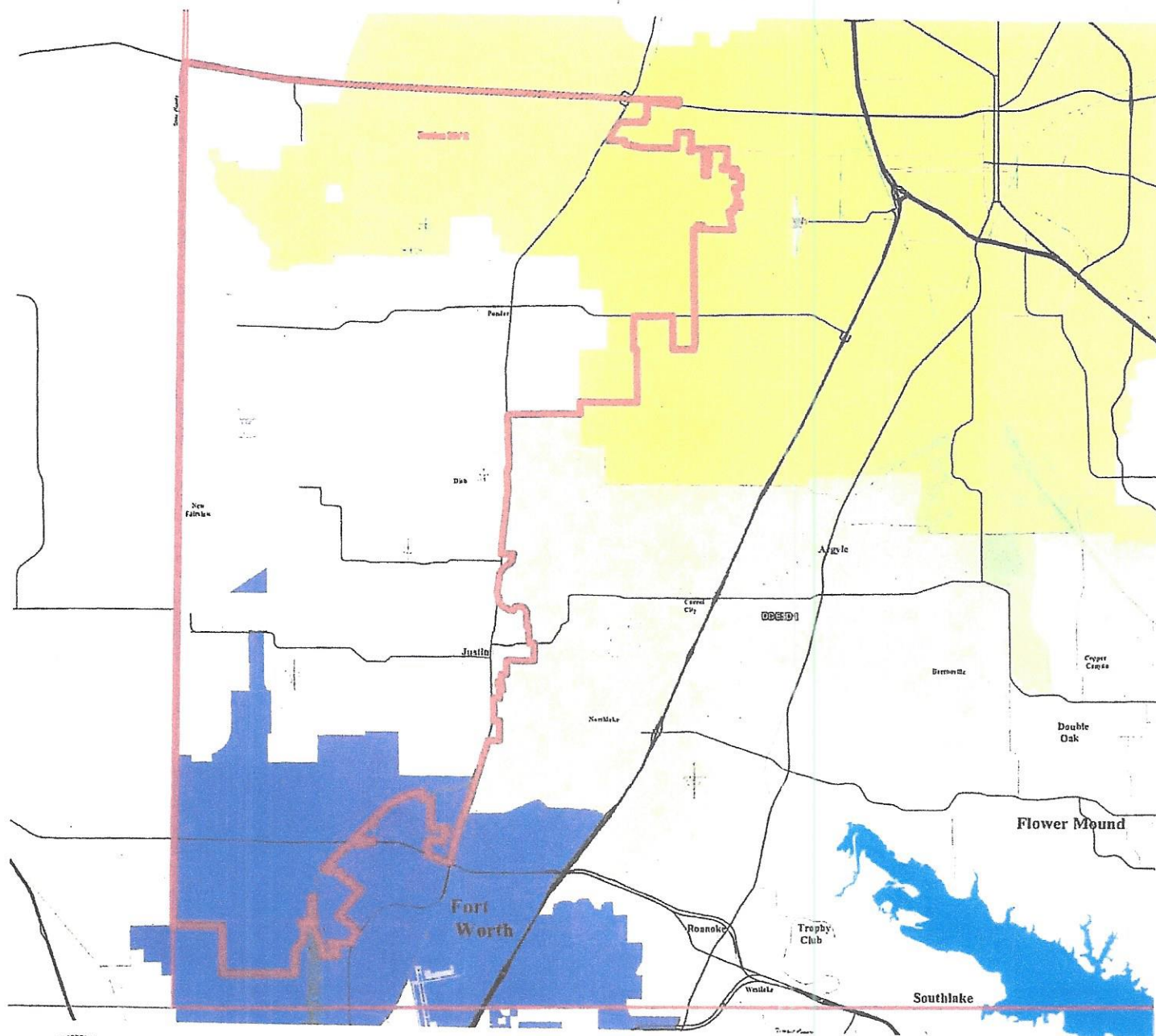
THENCE, northerly and easterly following the western territorial limits of Denton County Emergency Services District No. 1 until the territorial limits of Denton County Emergency District No. 1 intersect with the territorial limits of the City of Denton;

THENCE, northerly following the western territorial limits of the City of Denton until said territorial limits of the City of Denton intersect with the south right of way of U.S. Highway 380;


THENCE, west following the south right of way of U.S. Highway 380 to the PLACE OF BEGINNING.

Save and except any territory within the proposed Denton County Emergency Services District No. 2 contained in the territorial limits of the City of Fort Worth or the City of Denton as they exist as of October 10, 2022.

ESD2 Proposed



Only Kids - County Judges
 Ryan Williams - Garfield and Precinct 1
 Ray Washburn - Commissioner Precinct 2
 Steven J. Michael - Commissioner Precinct 3
 Gary's Commission - Commissioner Precinct 4

-  INTERSTATE
 U.S. HIGHWAY
 STATE HIGHWAY
 FARM TO MARKET
 MAJOR THOROUGHFARES
 MINOR ROADS

- CEMETERY
RAILROADS
AIRPORTS
STREAMS

City Population
 Denton > 100,000
 Lewisville 40,000-100,000
 Carroll 10,000-39,999
 Irving 3,000-9,999
 Fort Worth 2,000

-  Hatched
 Red
 Yellow

IAD 1583 State Plane
 (Zone 5351)
 Texas North Central
 Lambert Conformal Conic



1 inch = 0.0 miles
October 11, 2012

The product is for informational purposes only and may not be appropriate and/or be suitable for your engineering or engineering purposes. It does not constitute an engineering solution or represent any type of assurance or a reduction of product's liabilities.

Don't. County does not guarantee the accuracy or timeliness of any features on this product and assumes no responsibility in connection therewith. The copyright is by the county at any time without notification to any user.

CONTACT INFORMATION
LINDSAY KUPP, ysa@lindsaykupp.com
A MAIL, @lindsaykupp.com



RESOLUTION NO. # _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, CONSENTING TO THE CREATION OF DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2; PROVIDING A REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin (the City) has received a petition and letter requesting the City consent to the creation of Denton County Emergency Services District No. 2 (ESD No. 2); and,

WHEREAS, the proposed boundaries for ESD No. 2 include the corporate limits of the City and its extra-territorial jurisdiction; and,

WHEREAS, the Texas Health and Safety Code, Section 775.14, requires consent to the City to the creation of ESD No. 2.

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

SECTION 1. That the City of Justin consents to the creation of Denton County Emergency Services District No. 2 and the inclusion of the City's corporate limits and extra-territorial jurisdiction as described Exhibit A.

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

SECTION 3. This Resolution shall take effect upon approval.

DULY PASSED by the City Council of the City of Justin, Texas, on the 10th day of January 2023.

APPROVED:

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

City Attorney

City Council Meeting

January 10, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #6

Title: Consider and take appropriate action to consider Resolution establishing a policy for background investigations and ineligibility of Candidate in compliance with Article VI, Section 6.02 E (5) of the Home Rule Charter.

Department: Administration

Contact: Administration/ City Attorney

Recommendation: Approve/Deny Resolution and provide direction to city staff regarding memo and policy.

Background:

The home rule charter states that a candidate for office submit authorization for a background investigation with their application.

During the December 13th Council meeting the Attorney advised that a draft policy for the process be brought forth to clearly define both the process for such and more adequate language to define “moral turpitude.” Attached is the memo for review, with 3 options to consider for implementation.

City Attorney Review: Yes

Attachments:

Resolution and Attorney Memo

MEMO

4201 WINGREN, SUITE 108
IRVING, TEXAS 75062-2763
(972) 650-7100 telephone
(972) 650-7105 facsimile
www.boyle-lowry.com

DATE: December 22, 2022

TO: Mayor Elizabeth Woodall and the City Council

FROM: Matthew Boyle and Sarah Walsh

RE: Justin Home-Rule Charter: City Council Eligibility

Overview:

The voters of Justin recently voted to adopt a Home Rule Charter. The Charter contains specific language regarding the eligibility requirements for anyone seeking a position on the City Council. On December 13 the City Attorney's office was tasked to devise a process and procedure for determining eligibility compliance, including defining the term moral turpitude. As requested, in preparing this Memo we reviewed examples from other cities who have similar provisions in their Charter.

Charter Provisions:

The City of Justin Home-Rule Charter multiple provisions regarding eligibility to serve on the City Council. In particular, Section 3.06 (3) provides that "[a]ny person on the City Council who ceases to possess the required qualifications for office or who is convicted of any felony, or of a **misdemeanor involving moral turpitude** or is convicted of violating any state laws regulating conflicts of interest of municipal officers shall immediately forfeit his or her office."

Additionally, Section 6.02(D) provides that a candidate for Council shall "not have been finally convicted of a felony offense or a **misdemeanor offense involving moral turpitude** from which the person had not been pardoned or otherwise released from the resulting disability (for purposes of this Home Rule Charter, **a crime of moral turpitude** shall mean a criminal offense involving fraud, deceit, dishonesty or a criminal offense that is inherently immoral)."

As highlighted, both of those provisions rely on the term misdemeanor offense involving moral turpitude". As such, the purpose of this Memo is to provide further definition of that term and to suggest a process and procedure to address a potential violation of these provisions.

Misdemeanor Involving Moral Turpitude:

As noted above, Section 6.02(D) of the Charter stipulates that a crime of moral turpitude shall mean a criminal offense involving fraud, deceit, dishonesty or a criminal offense that is inherently immoral. “Moral turpitude” has been defined by the courts as an act of baseness, vileness, or depravity in the private and social duties which a man owes to his fellow men or to society in general, contrary to the accepted and customary rule of right and duty between man and man. *Traders and General Insurance Company v. Russell*, 99 S.W.2d 1079, 1084 (Tex. Civ. App. Fort Worth 1936, writ dismissed).

Based on the above definitions, and our review and applicable caselaw we suggest that the following crimes should be considered and treated as crimes of moral turpitude under the Charter:

- **Swindling**
- **Bank Fraud**
- **Theft [all theft, no matter how small]**
- **Public Lewdness**
- **Promoting Prostitution**
- **Prostitution**
- **Sale of Illegal Drugs**
- **Assault, Family Violence**
- **Lying to a Police Officer (filing a false report)**
- **Mail Fraud**
- **Fraud**
- **Indecent Exposure**
- **Failure to Stop and Render Aid**
- **Enticing a Child**
- **Improper Contact with Victim**
- **Abuse of Corpse**
- **Obscenity**
- **Sale, Distribution, or Display of Harmful Material to Minor**

We must note that this is not an exhaustive list of all crimes that have ever been considered to be a crime of moral turpitude but is instead a list of crimes that are currently considered moral turpitude crimes according to the Charter’s definition. Based on this list, we suggest the following options for assessing claims that a candidate or Council Member may be in violation.

Options for Council:

OPTION 1:

The City Attorney’s office reviews whether a potential/current City Council member has been convicted of a crime of moral turpitude and presents finding and conclusion to the Mayor and City Council. The City Council will then vote on whether or not they agree with the City Attorney’s conclusion if the person should be allowed to remain on City Council.

OPTION 2:

The City Attorney's office reviews whether a potential/current City Council member has been convicted of a crime of moral turpitude and determines if they are ineligible to be on City Council. The potential/current City Council member could then appeal that decision to a board made up of the Chief of Police, the Mayor (or the Mayor Pro Tem if the Mayor is the subject), and the City Attorney (although we would have another attorney from the City Attorney's office be on this board so that two different attorneys would review the evidence.)

OPTION 3:

An outside law firm conducts a legal review of the potential/current City Council member who is accused of a previous conviction of moral turpitude. The outside lawyer would then present their findings to City Council and Council would vote on whether or not that person is fit to serve on the Council.

Examples from other cities:

Per the request of the Mayor, we are including some examples from other cities in the area who have similar clauses in their charter and how they approach this subject.

Flower Mound:

§ 3.02.2. - Forfeiture of Office.

A councilperson shall forfeit his office if he:

- (1) Lacks at any time during his term of office any qualifications for the office prescribed by this Charter or by Texas law; or
- (2) Is convicted in any court of (1) a felony, or (2) a Class A or Class B misdemeanor, or (3) a crime involving moral turpitude, or
- (3) Fails to attend three (3) consecutive regular meetings of the Council without first being excused by the Council; or
- (4) Willfully violates any express prohibition of this Charter.

§ 3.02.3. - Procedure for Expulsion or Forfeiture of Office.

The Town Council shall employ the following procedure when there is an allegation that a member of Council has forfeited his or her office or is subject to expulsion from office pursuant to the terms of this Charter. The procedure set forth herein shall not be required when a member of Council is convicted in any court of (1) a felony, or (2) a Class A or Class B misdemeanor. The procedure shall be as follows:

- (1) A written sworn complaint must be filed by a member of Council and presented to the Mayor. If the complaint is made against the Mayor, the complaint shall be submitted to the Mayor Pro

Tem or Deputy Mayor Pro Tem. A copy of the complaint shall be presented to the charged member of Council.

(2) The complaint shall be brought forward at the next regular Council meeting so that the Council may decide if the complaint should be placed on a future agenda in accordance with Council rules of procedure. The Mayor Pro Tem or Deputy Mayor Pro Tem shall serve as the presiding officer if the Mayor is charged by complaint.

(3) With the support of a majority of the members of the Council, the complaint shall be placed on a future agenda and the Council shall hold a public hearing related to the complaint. The individual charged by complaint shall be notified of the date set for public hearing related to the complaint.

(4) After closing the public hearing, an affirmative vote of at least three-fourths ($\frac{3}{4}$) of all members of the Town Council shall be required to find the charged Councilperson or Mayor guilty of the allegations as charged in the complaint and to find that the Councilperson or Mayor has forfeited his or her office or is expelled from his or her office in accordance with the terms of this Charter.

(5) If the charged Councilperson or Mayor is found not guilty, the presiding officer shall enter judgment accordingly.

(6) If a Councilperson or Mayor forfeits his or her office or is expelled from his or her office, the Councilperson or Mayor shall not be eligible for reelection to any Town office for two (2) years after the date of forfeiture or expulsion.

Southlake:

2.04. - Qualifications.

(a) Candidates. Each person who becomes a candidate for Mayor or Council member shall meet the following qualifications:

(1) Be at least twenty-one (21) years of age;

(2) Be a citizen of the United States;

(3) Be a qualified voter of the City;

(4) Reside and have resided for at least twelve (12) months preceding the election within the corporate limits of the City;

(5) No candidate may file for more than one office or position number per election;

(6) No employee of the City shall continue in such position after becoming a candidate for an elective office.

(b) Council members. When any member of the Council no longer possesses all of the qualifications specified in this section, or is convicted of a felony or any offense involving moral turpitude while in office, the office shall immediately and automatically become vacant. The Council shall be the judge of the qualifications of its members and for these purposes shall have

the power to subpoena witnesses and require the production of records, but the decision of the Council in any case shall be subject to review by the court.

Glen Heights:

Section 2.04 Council to Be the Judge of the Qualification of its Own Members.

The City Council shall be the judge of the qualifications of its own members, and for such purpose shall have power to subpoena witnesses, require the production of records, conduct an investigation, hold a hearing, and determine by majority vote whether a member is guilty of an infraction for which a member may be censured or removed from office for cause. Cause shall include:

- (a) knowingly and intentionally violating the provisions of this Charter;
- (b) official misconduct, which shall be defined as intentional unlawful behavior relating to official duties, including corrupt failure, refusal, or neglect of a duty imposed by law;
- (c) incompetency, which shall be defined as gross ignorance of official duties; gross carelessness in the discharge of official duties; or inability or unfitness to promptly and properly discharge official duties because of a serious mental or physical defect that did not exist at the time of the officer's election;
- (d) intoxication while performing the duties of office by consuming alcoholic beverages or other chemical substances that cause intoxication;
- (e) unexcused absence from three consecutive regular meetings or five unexcused absences from regular and special meetings within any six month period. The Council may adopt an ordinance or resolution further specifying the procedure for investigation, notice, hearing, censure, and removal of a council member, and for excuse of absences, as provided herein. In censuring a Council member, the Council shall have the authority to issue a public reprimand or to suspend the member from office for a specific period of time. In the event the Council removes a Council member, that member's seat shall become vacant and may be filled as provided in this Charter.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL
ADOPTING PROCEDURES IN COMPLIANCE WITH THE
CITY CHARTER FOR DETERMINING CANDIDATE
ELIGIBILITY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the qualified voters of the City of Justin, at the uniform election day on November 8, 2022, elected to adopt the proposed City of Justin Home Rule Charter; and

WHEREAS, section 6.02 of the City Charter prescribes the minimum requirements for a candidate to be eligible for the office of mayor or City Council; and

WHEREAS, the procedures set forth herein are intended to ensure consistent and equitable application of section 6.02 for the May 2023 election.

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

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference as part of this Resolution.

SECTION 2. The City Council adopts the following procedure for determining candidate eligibility:

The City Secretary shall review each candidate's application for office to determine eligibility pursuant to the charter and state law. If the city Secretary determines that the application fails to comply with the requirements as to form, content, or procedure, the City Secretary shall provide notice to the applicant listing every defect.

If the City Secretary determines that, or is unsure whether, the candidate is ineligible pursuant to section 6.02(2)(D), the city Secretary shall forward the application to the city Attorney. The City Attorney, or outside legal counsel engaged by the City Attorney, shall review the application and all applicable documents, and then provide a written opinion to the City Secretary as to whether the candidate is eligible pursuant to section 6.02(2)(D).

If the city Attorney, or outside legal counsel, determines that the candidate is ineligible pursuant to section 6.02(2)(D), the city Secretary shall send the written opinion documenting such finding to the candidate. To appeal the written opinion, the potential candidate shall submit a written request to the city Secretary within 5 days after receiving the opinion. If an appeal is timely received the city Secretary shall submit the question of eligibility to the City Council for final determination at a meeting of the City Council.

SECTION 3. That this Resolution shall become effective from and after its date of passage in accordance with law.

DULY PASSED by the City Council of the City of Justin, Texas, on the ____ day of January, 2023.

APPROVED:

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew L. Butler, City Attorney

City Council Meeting

January 10, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #7 (Possible Action)

Title: *(First Reading)* An Ordinance to consider speed limit reduction in primary residential zones.

Department: Administration

Contact: Administration

Recommendation:

Background:

This item was tabled at the December 13th meeting. Staff would like a clearer direction in order to move forward should Council choose to do so.

The discussion consisted of potentially dropping the speed limit in all residential areas to 25mph, only changing the speed limit on Ovaletta, and to be 25mph on residential streets that have a coldesac.

A draft Ordinance is attached for review.

City Attorney Review: N/A

Attachments:

1. Draft Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 46 TRAFFIC AND VEHICLES BY AMENDING AND REPLACING SEC. 46-88 ESTABLISHING A SPEED LIMIT OF 25 MPH ON ALL RESIDENTIAL STREETS; PROVIDING A PENALTY; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Justin (the “City”) is a home rule municipality incorporated and operating under the laws of the State of Texas and acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City of Justin City Council (the “City Council”) under Texas Transportation Code § 311.001 is given control and power over the streets and roads of the City including the power to regulate the streets and road therein; and

WHEREAS, Texas Transportation Code Section § 545.356 provides that the City Council may declare a lower speed limit of not less than 25 miles per hour upon a finding that that the state law prima facie speed limit is unreasonable or unsafe for highway or a part of a highway in the City that is not an officially designated or marked highway or road of the state highway system; and

WHEREAS, the City of Justin City Council finds and determines that this ordinance is not inconsistent with state law and is necessary for the good government, interest, welfare, or good order of the City; and

WHEREAS, in considering the prima facie maximum speed limit set forth by this ordinance, the City Council has considered the general welfare of the citizens of the City, the number of children residing throughout the City, the type of development throughout the City, the width and condition of the pavement or other surface of the streets and roads within the City, the usual the vehicular and pedestrian traffic thereon, and other circumstances on such streets and roads; and,

WHEREAS, the City Council finds and determines that a prima facie speed limit greater than 25 miles per hours on residential streets within the City is unreasonable and unsafe; and

WHEREAS, the City of Justin City Council finds and determines that the regulations adopted by this ordinance are necessary to promote the public health, safety, or welfare; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act.

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

SECTION 1: THAT the foregoing recitals are hereby incorporated by and made a part hereof as if fully set forth.

SECTION 2: THAT Chapter 46, Article III, Section 46-88 is hereby amended and replaced, which shall read as follows:

Sec. 46-88. - Speed limit on residential streets 25 miles per hour.

(a) Unless a special hazard exists that requires a slower speed for compliance with Texas Transportation Code Section 545.351(b), a speed of 25 miles per hour on all streets in a residential district is lawful. A speed in excess of 25 miles per hour~~s~~ on a street in a residential district is prima facie evidence that the speed is not reasonable and prudent and that the speed is unlawful.

(b) The director of public works, or the director's designee, is authorized to erect signs giving notice of the speed limits set forth by this section.

(c) This ~~that is not~~ section does not apply to an officially designated or marked highway or road of the state highway system.

SECTION 3. THAT this Ordinance shall be cumulative of all other City Ordinances and that all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 4. THAT it is hereby declared to be the intention of the City Council of the City of Justin, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Justin without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 5: THAT Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not to exceed the maximum amount allowed by law.

SECTION 6: THAT this ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE _____ DAY OF _____, 2023.

**PASSED ON SECOND READING BY THE CITY COUNCIL ON THE _____ DAY
OF _____, 2023.**

**Elizabeth Woodall,
Mayor**

ATTESTED:

**Brittany Andrews,
City Secretary**

APPROVED AS TO FORM:

City Attorney

City Council Meeting

January 10, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #8

Title: Consider and take appropriate action regarding the Justin Heritage Foundation brick fundraiser.

Department: Administration

Contact: Bailey Acosta, Justin Heritage Foundation

Recommendation:

Background: The Justin Heritage Foundation would like to continue the discussion regarding a brick fundraiser and suggest locations within the community.

Members of the foundation will be present at the meeting to discuss this in further detail and answer questions from the council.

During the last discussion, Council had concerns that the Parks Board planned a similar fundraiser by selling bricks. The Parks Board has decided to not sell bricks and will raise funds through other means.

City Attorney Review: N/A

Attachments:

1. Brick Mockups

PERSONNEL: STEVEN W. PLATT

© 2000 Blackwell Science Ltd
Journal of Internal Medicine 247: 111–116

The quilt is composed of numerous small, rectangular fabric pieces, each containing a name and a date. The colors of the fabric pieces vary, including shades of blue, green, yellow, orange, red, and purple. The names and dates are printed in black ink on the fabric. The quilt is laid out on a wooden floor, and a small blue object is visible on the floor near the top center of the quilt.

Some of the names and dates visible on the quilt include:

- THE NEEL FAMILY ESTABLISHED 2004 SON-EAN-ERN-SEN
- DOCTORS THOMAS & TOM WHEELER
- THE TELLER FAMILY TIM MARY JO TREVOR & TATUM
- VINCE AND SHIRYL NEWER FOREVER LOVED & ADORED
- SUMNER OF CORONA PAUL RACHEL LEBY MATT & LAUREL 2020
- CHRIS & JAZ CORRADO GABRIELLA HAYDEN ESTEFANIA KATHUSKA CORRADO FLORES FAMILY
- IN MEMORY OF GARY HAYDEN REED JANUARY 20, 2003 JANUARY 1, 2018 MARSHALL FAMILY
- THE YANNIS FAMILY ERMINIO, ADRIANN LYNDE & EPIC
- JASON & KARA 2020
- ELVA BANKS BOB BUTTERFIELD RICHARD WARD
- THE GROWWALDTS EST. 2016
- IN HONOR OF GWEN FEARLESS FIERCE WONDERFUL IMPISH
- IN MEMORY OF "PAPA" LOOP FARIAS WE LOVE YOU
- DANNY W. SIMPSON 601 N. OAK STREET

GWIN

ASSANTE FAMILY
SCOTT & KATHY
RACHEL & ETHAN

ADA
JARVIS

IN RE
TH

THE
KESSENICH
FAMILY

AARON & JILL
JACK ~ KALI ~ ADAM
KORTHAS ~ 2017

HAPPILY
EVER
DAUPHIN

BAKER FAMILY
RICKY, KRIST
LILLIAN AND JA

D.D. BRAY "GEE"
CARSON, BRENDON,
THOMAS, HUDSON, LULU

THE WATERS FAMILY
DANIEL, JASMINE,
SYDNEY, AND MAKENA

GA

MARY AND JH JONES
PEARLE JONES BROWN
OLIVER JONES
EDYTHE J. MILLIGAN
GEORGE R. JONES

BAILEY, MARY
JESSI, STEVE & VIC
WATERMARK FAMILY

MEMORY OF
JANET FAYE DE MENT
1-18-42-6-25-11

ROBERT K
ZIMMERM
MADISON AL

THE SHINSKY FAMILY
ADAM, BRÖK, PALMER
& BARRETT

CLEATIUS AND
PHYLLIS
COPELAND

IN HONOR OF DAD
YOU LIVE IN OUR
HEARTS

PAUL AND ROBIN

DYLAN ORBAN

THE PADILLA'S

IN LOVING
MY MOTHER
GRACE A

IN MEMORY OF





City Council Meeting

January 10, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: # 9 (Possible Action)

Title: Consider and take appropriate action regarding appointments to and membership of the Planning and Zoning Commission.

Department: Administration

Contact: Matthew Cyr; Director of Planning and Development

Recommendation: Staff recommends consideration based on the request. City Council can also consider adding alternates if deemed appropriate. If so, Staff will bring back the Boards, Policy, and Procedures manual to amend.

Background:

Staff has received three applications for consideration. The only place that is vacant is Place 1. Staff has confirmed all of the Applicants are living within the City.

Place 1: Vacant

Place 2: Lisa Leary, Member

Place 3: Gary Davis, Member

Place 4: John Tinsley, Member

Place 5: Tory Turner, Member

Place 6: David Beck, Chair

Place 7: Thomas Cronberger, Member

City Attorney Review: N/A

Attachments:

1. Applications

Applicant 1

Print

Board, Commission & Committee Application - Submission #1457

Date Submitted: 12/2/2022

First Name*

Vicente

Last Name*

Barrientos

Address*

911 Timber Ridge Drive

City*

Justin

State*

Texas

Zip Code*

76247

Mailing Address (If different)

City

State

Zip Code

Phone Number

7608192078

Email Address*

vincebarrientos@outlook.com

Are you over the age of 18?*



Yes



No

Are you a registered voter?*



Yes



No

Are you a Justin resident, property, business owner, or City Staff?*



Yes



No

Current Occupation/Employer

Field Operations Manager/Merit Professional Services

Education, Licenses, or Certifications

Bachelor of Applied Arts and Sciences w/Minor in Anthropology, University of North Texas, 2020; Bachelor of Arts in Urban Policy and Planning, University of North Texas, In Progress

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



Yes



No

If yes, please specify

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

Planning and Zoning Commission



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

-- Select One --



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

Both my previous career in the military and as well as my current one working in environmental consulting have taught me the importance of time management, leadership, project management, problem solving, and customer service.

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

In my both my current career and as well as in the pursuit of my 2nd Bachelor's degree, I am understanding the importance of land use and proper planning and zoning and the effect that it has on the future of a community and is something greatly interests me.

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



Yes



No

If yes, please explain.

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

☐

Yes

☒

No

Are there any criminal charges or proceedings pending against you?*

☐

Yes

☒

No

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

Vicente Barrientos

Date of Submission*

12/1/2022

Applicant 2

Print

Board, Commission & Committee Application - Submission #1470

Date Submitted: 12/12/2022

First Name*

D. Scott

Last Name*

Hill

Address*

1227 Brookview Drive

City*

Justin

State*

Texas

Zip Code*

76247

Mailing Address (If different)

City

State

Zip Code

Phone Number

(817) 602-3466

Email Address*

dscotthill4920@gmail.com

Are you over the age of 18?*



Yes



No

Are you a registered voter?*



Yes



No

Are you a Justin resident, property, business owner, or City Staff?*



Yes



No

Current Occupation/Employer

Commercial Airline Pilot / American Airlines

Education, Licenses, or Certifications

AAS in Aviation Support BA in History Airline Transport Pilot License with 12 additional type ratings.

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



Yes



No

If yes, please specify

Participated in the Home Rule Charter Commission in 2021.

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

Planning and Zoning Commission



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

Home Rule Charter Commission



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

I was formerly the Chief Pilot for a fairly large municipalities company in charge of managing their 4 aircraft flight department. I was responsible for the department budget as well as managing flight and maintenance schedules. I participated in the Home Rule Charter committee during the Spring and Summer of 2021. Unfortunately, health issues precluded me from volunteering for any other positions with the city of Justin last year.

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

I am a hard-working, dedicated professional that has lived in the city of Justin since 2011. I have a vested interest in making sure Justin continues to grow and thrive well into the future.

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



Yes



No

If yes, please explain.

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

☐

Yes

☒

No

Are there any criminal charges or proceedings pending against you?*

☐

Yes

☒

No

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

Denver Scott Hill

Date of Submission*

12/12/2022

Print

Board, Commission & Committee Application - Submission #1478

Date Submitted: 12/29/2022

First Name*

Thomas

Last Name*

Hover

Address*

1113 Heritage Dr

City*

Justin

State*

Texas

Zip Code*

76247

Mailing Address (If different)

City

State

Zip Code

Phone Number

9727402450

Email Address*

Tomhover934@gmail.com

Are you over the age of 18?*



Yes



No

Are you a registered voter?*



Yes



No

Are you a Justin resident, property, business owner, or City Staff?*



Yes



No

Current Occupation/Employer

Deputy Police Chief, city of Irving

Education, Licenses, or Certifications

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

☐ Yes

☒ No

If yes, please specify

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

Planning and Zoning Commission ▼

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

Home Rule Charter Commission ▼

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

Have worked in city government as a peace officer for 21 years. In my roll I have worked with parks department, health and human services, wellness unit to work on joint projects for community outreach

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

Not at this time.

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

☐ Yes

☒ No

If yes, please explain.

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

☐

Yes

☒

No

Are there any criminal charges or proceedings pending against you?*

☐

Yes

☒

No

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

Thomas Hover

Date of Submission*

12/29/2022

City Council Meeting

January 10, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: # 10 (Possible Action)

Title: Consider and take appropriate action regarding appointing a Chairperson of the Planning and Zoning Commission.

Department: Administration

Contact: Matthew Cyr; Director of Planning and Development

Recommendation: Staff recommends consideration based on the request.

Background:

On December 6, 2022, the Commission unanimously recommended Place 6 to remain as Chair.

On November 8, 2022, the City held a general election to approve a Home Rule Charter. The item passed with majority of the vote in support.

According to the Home Rule Charter the selection of the Chair position is to be affirmed by City Council.

Place 1: Vacant

Place 2: Lisa Leary, Member

Place 3: Gary Davis, Member

Place 4: John Tinsley, Vice-Chair

Place 5: Tory Turner, Member

Place 6: David Beck, Chair

Place 7: Thomas Cronberger, Member

P&Z Recommendation:

On December 6, 2022, the Commission unanimously recommended Place 6 to remain as Chair.

City Attorney Review: N/A

Action:

- Approve Place 6 as Chair for the Planning and Zoning Commission
 - Deny Place 6 as Chair for the Planning and Zoning Commission
-

Attachments:

1. Proposed Amendment
2. Ordinance