

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



James Clark, Councilmember  
Jim Tate, Councilmember

**Elizabeth Woodall, Mayor**

**CITY OF JUSTIN  
CITY COUNCIL AGENDA  
FEBRUARY 14, 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”*

**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 City Council minutes dated January 24, 2023.
2. (*Second reading*) Consider Ordinance 745-23 calling for a General Municipal Election to be held on Saturday, May 6, 2023 for the purpose of electing Mayor for a three (3) year term, and for the election of City Council Place one, Place two, and Place three to serve two (2) year terms; calling for a Special Election to fill an unexpired term of City Council Place five; authorizing the notice of election; authorizing a joint election order with other Denton County political subdivisions; and authorizing the City Secretary to enter into a contract with Denton County, Texas for election services fixing the time, place and manner of holding said election; and providing an effective date.



3. Consider Resolution 597-23 of the City of Justin, Texas, expressing strong concern regarding the Ramhorn Hill-Dunham 345 kV Transmission Line Project proposed by Oncor Electric Delivery Company, LLC, and authorizing the City designee to negotiate an alternate "southern route" for construction of the transmission line project.
4. Consider Resolution 598-23 amending the City of Justin fee schedule, increasing sanitation rates by 8.4% in accordance with the Waste Connections service agreement.
5. Consider Resolution 599-23 disapproving creation of Denton County Emergency Services District No. 2.

### **ITEMS PULLED FROM CONSENT AGENDA**

### **CONSIDER AND POSSIBLE ACTION ITEMS**

6. Public Hearing and Ordinance on first reading to consider an amendment to the Planned Development (SF-1- PD 508) for Reserve at Meadowlands Phase II legally described as Lot 1-11 Block A, Lot 1-5, Lot 6- X and Lot 3-X, Block B.
7. Public Hearing: Conduct a public hearing to consider a Site Plan with variances for Justin Coffee legally described as A1359A Wilson, TR 7, Old DCAD TR # 3B generally located northwest of the intersection of Pafford Street and 1st street.
8. Consider and take appropriate action to award contract to Excel 4 Construction in the amount of \$850,004.10 for the sewer rehabilitation project.
9. Consider and take appropriate action on Resolution 600-23, a resolution providing for the redemption of certain outstanding obligations of the City of Justin, Texas; and resolving other matters incident and related to the redemption of such obligations. (Justin Timberbrook IA#2).
10. Consider and take appropriate action on Resolution 601-23, a resolution providing for the redemption of certain outstanding obligations of the City of Justin, Texas; and resolving other matters incident and related to the redemption of such obligations. (Justin Timberbrook MIA).

### **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
- Under Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
  - City Manager



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 10<sup>th</sup> day of February, 2023 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

*Brittany Andrews*

Brittany Andrews, City Secretary



City Council Meeting

February 14, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Consent Agenda Items: 1,2, and 3

Department: Administration

Contact: City Secretary, Brittany Andrews

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Recommendation: Motion to approve consent items as presented.

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Background:

1. Consider and take appropriate action to approve City Council minutes dated January 24, 2023.
2. (*Second reading*) Consider Ordinance 745-23 calling for a General Municipal Election to be held on Saturday, May 6, 2023 for the purpose of electing Mayor for a three (3) year term, and for the election of City Council Place one, Place two, and Place three to serve two (2) year terms; calling for a Special Election to fill an unexpired term of City Council Place five; authorizing the notice of election; authorizing a joint election order with other Denton County political subdivisions; and authorizing the City Secretary to enter into a contract with Denton County, Texas for election services fixing the time, place and manner of holding said election; and providing an effective date.
3. Consider Resolution 597-23 of the City of Justin, Texas, expressing strong concern regarding the Ramhorn Hill-Dunham 345 kV Transmission Line Project proposed by Oncor Electric Delivery Company, LLC, and authorizing the City designee to negotiate an alternate "southern route" for construction of the transmission line project.

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City Attorney Review: N/A

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Attachments:



1. Draft minutes
2. Ordinance 745-23
3. Resolution 597-23





**Mayor, Elizabeth Woodall**

**MINUTES**

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

**Justin City Council Regular Session Meeting- January 24, 2023**

The Justin City Council Meeting convened into a Regular Session being open to the public the 24<sup>th</sup> day of January 2023 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, James Clark, and Chrissa Hartle. City Staff: City Secretary, Brittany Andrews, Public Works Director, Josh Little, Finance Director, Josh Armstrong, Director of Strategic Services, Abbey Reece. Not present: Councilmember Jim Tate.

Convene into Session: Mayor Woodall called the meeting to order at 6:00PM  
Invocation led by: Councilman Mendoza

**PRESENTATION/STAFF UPDATES**

- Proclamation and presentation honoring Mary Emma Tate – Tabled to future meeting
- Presentation from Oncor
- Presentation from North Central Texas College
- Communication/Events update
- Public Works update
- Quarterly financials/ quarterly investment report

**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.

Philip Conroy, 208 Woodbine Dr. Colleyville, TX 76034 – comment on record  
Greg Plant, 14760 Hillam Rd. Justin, TX 76247 – comment on record

Council took a break at 7:24PM and reconvened at 7:34PM.

**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 regarding a Final Plat for the Ranchettes at Oliver Creek Phase I legally described as A0433A T.H.W. FORSYTHE, TR 3, and A0433A T.H.W. FORSYTHE, TR 4, OLD DCAD TR 1B located north of FM 1384.
2. *(Second Reading)* Ordinance 743-23 to consider amending Chapter 52 of the Code of Ordinances relating to Public Notification requirements.

*(First Reading and public hearing 1/10/2023 City Council)*

3. Consider Resolution 596-23 amending the Board, Commissions, and Committee policy manual.
4. Consider appointments to and membership of the Planning and Zoning Commission.
5. *(First reading)* Consider Ordinance 745-23 calling for a General Municipal Election to be held on Saturday, May 6, 2023 for the purpose of electing Mayor for a three (3) year term, and for the election of City Council Place one, Place two, and Place three to serve two (2) year terms, authorizing the notice of election; authorizing a joint election order with other Denton County political subdivisions; and authorizing the City Secretary to enter into a contract with Denton County, Texas for election services fixing the time, place and manner of holding said election; and providing an effective date.
6. Consider and take appropriate action to approve City Council minutes dated January 10, 2023.

Mayor Woodall pulled item 3 from consent to discuss.

**Councilman Clark made the motion to approve consent items.**

**Seconded by: Councilwoman Hartle**

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

**Not Present: Councilmember Tate**

**Motion carries**

**ITEMS PULLED FROM CONSENT AGENDA**

3. Consider Resolution 596-23 amending the Board, Commissions, and Committee policy manual.

**Councilman Mendoza moved to approve Resolution 596-23 with the inclusion of the acceptance of the ethics policy, and include requirement that all Planning and Zoning commission members be registered voters as stated in the Home Rule Charter.**

**Seconded by: Councilman Clark**



**Aye votes: Councilmembers Hartle, Mounce, Clark and Mendoza**  
**Not Present: Councilmember Tate**  
**Motion carries**

### **POSSIBLE ACTION ITEMS**

7. Consider and take appropriate action regarding an amendment to the Chapter 380 Agreement with Office Equity Solutions.

**Councilman Clark moved to approve the item as presented.**

**Seconded by: Mayor Pro Tem, Mounce**  
**Aye votes: Councilmembers Hartle, Mounce, Clark and Mendoza**  
**Not Present: Councilmember Tate**  
**Motion carries**

8. Consider and take appropriate action regarding Economic Development and Community Development Incentive Agreements.

**Mayor Pro Tem, Mounce moved to approve the item as presented.**

**Seconded by: Councilman Clark**  
**Aye votes: Councilmembers Hartle, Mounce, Clark and Mendoza**  
**Not Present: Councilmember Tate**  
**Motion carries**

9. Consider and take appropriate action regarding amendments to the Justin Economic Development Corporation and Community Development Corporation FY 2022-2023 budgets.

**Councilman Mendoza moved to approve the item as presented.**

**Seconded by: Councilwoman Hartle**  
**Aye votes: Councilmembers Hartle, Mounce, Clark and Mendoza**  
**Not Present: Councilmember Tate**  
**Motion carries**

### **EXECUTIVE SESSION**

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

- Under Section 551.071, to conduct private consultation with the City Attorney regarding:
  - Preserve Development Agreement
  - 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 Manager

Convene into executive session at **8:01PM**

Adjourn into open meeting **8:41PM**

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

**No Action**

**FUTURE AGENDA ITEMS**

- Council Agenda Policy

**ADJOURN**

**With there being no further business, the meeting was adjourned at 8:42PM**

*Brittany Andrews*

Brittany Andrews, City Secretary

Seal:



**ORDINANCE NO. 745-23**

**AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS (“CITY”), CALLING FOR A GENERAL MUNICIPAL ELECTION ON SATURDAY, MAY 6, 2023, FOR THE PURPOSE OF ELECTING MAYOR FOR A THREE (3) YEAR TERM, AND FOR THE ELECTION OF CITY COUNCIL PLACE ONE, PLACE TWO, AND PLACE THREE TO SERVE TWO (2) YEAR TERMS, CALLING FOR A SPECIAL ELECTION TO FILL AN UNEXPIRED TERM OF CITY COUNCIL PLACE FIVE; AUTHORIZING NOTICE OF ELECTION; AUTHORIZING A JOINT ELECTION ORDER WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING THE CITY SECRETARY TO ENTER INTO AN AGREEMENT WITH DENTON COUNTY FOR THE ELECTION; FIXING THE TIME, PLACE, AND MANNER OF HOLDING SAID ELECTION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the sitting City Council Member for place five has resigned from office; and

WHEREAS, under the provisions of State law the City Council call a General Municipal Election for the purpose of electing Mayor for a three (3) year term, and for the election of Place one, Place two, and Place three for City Council Member for two (2) year terms; calling for a Special Election to fill an unexpired term of City Council place five; and

WHEREAS, Section 41.001(a) of the Texas Election Code, as amended, provides for a general election and special election of City Officials to be held on uniform election dates; being the first Saturday in May or the first Tuesday after the first Monday in November; and

WHEREAS, Section 11.0581(a) of the Texas Education Code requires independent school districts (ISDs) to conduct their general election for trustees on the same date as the election for the members of the governing body of a municipality located in the school district; the general election for state and county officers, or the election for the members of the governing body of a hospital district; and

WHEREAS, Section 271 of the Texas Election Code authorizes the elections ordered by the authorities of two or more political subdivisions that are to be held on the same day in all or part of the same county to be held jointly in the election precincts that can be served by common polling places; and

WHEREAS, the City is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this ordinance; 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; and

WHEREAS, the purpose of this ordinance is to promote the public health, safety, and general welfare of the citizens of the City of Justin.

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

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.



SECTION 2. That, a General Municipal Election be and the same is hereby ordered to be held on the first Saturday in May 2023, the same being May 6, 2023, for the purpose of electing Mayor for a three (3) year term and City Council Members Place one, Place two and Place three for two (2) year terms, and a Special Election be held for the purpose of electing a City Council member to Place Five to fill the unexpired term.

SECTION 3. That, said election shall be held in accordance with the Election Code of the State of Texas, the statutes of the State of Texas, The City Charter, this ordinance of the City of Justin, Texas, and shall be in conformity with the procedures set forth herein.

SECTION 4. That, the election shall be held jointly with the Denton County, and other Denton County governmental entities on May 6, 2023, pursuant to Section 11 of the Texas Education Code and Section 271 of the Texas Election Code. The costs of said election shall be shared by the governmental entities as set forth in the Election Services Contract which will be on file in the City Secretary's office.

SECTION 5. That, a single election precinct is hereby created, which consist of the territory located within the corporate limits of the City of Justin, Texas, the official polling place for voting on Election Day shall be the Justin City Hall, 415 N. College Ave., Justin, Texas. All resident, qualified voters of the City of Justin, Texas shall be permitted to vote in said election. In addition, the election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places during Early Voting and on Election Day.

SECTION 6. That, the polling place for said election shall be open from 7:00 a.m. to 7:00 p.m. on Election Day.

SECTION 7. That, in compliance with Section 85.004 of the Texas Election Code, early voting by personal appearance shall be conducted at the various Denton County polling locations.

SECTION 9. That, he City Secretary, with the concurrence of the City Council, is hereby authorized to execute the Election Services Contract, and any amendments thereto, on behalf of the City. The City Secretary is authorized to prepare a Notice of Election as prescribed by the Texas Election Code, to be posted not later than April 14, 2023, and published in accordance with the provisions of the Code and the City Charter one time, no earlier than April 6, 2023 and no later than April 26, 2023.

SECTION 10. That, this ordinance shall take effect immediately from and after its passage, as the law in such cases provide.

**PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 24<sup>th</sup> DAY OF JANUARY , 2023.**

**PASSED ON SECOND READING BY THE CITY COUNCIL ON THE 14<sup>th</sup> DAY OF FEBRUARY, 2023.**



APPROVED:

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Mayor, Elizabeth Woodall

ATTEST:

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City Secretary, Brittany Andrews

APPROVED AS TO FORM:

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City Attorney, Matthew Butler



## **RESOLUTION NO. 597-23**

**A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL ADDRESSING THE RAMHORN HILL-DUNHAM 345 KV TRANSMISSION LINE PROJECT PROPOSED BY ONCOR ELECTRIC DELIVERY COMPANY, LLC (“ONCOR”); EXPRESSING CONCERN OVER THE POTENTIAL IMPACT OF THIS PROJECT ON EXISTING NEIGHBORHOODS AND PROPOSED DEVELOPMENT PROJECTS; SEEKING A MORE COLLABORATIVE PLANNING EFFORT BETWEEN ONCOR, THE CITY OF JUSTIN, AND OTHER IMPACTED MUNICIPALITIES; AND SEEKING CONSTRUCTION OF THE TRANSMISSION LINE ALONG A PROPOSED “SOUTHERN ROUTE”**

**WHEREAS**, the City of Justin (the “City”), Texas is a Home Rule municipality acting under its charter pursuant to Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, Oncor has proposed the Ramhorn Hill-Dunham 345 kV Transmission Line Project, which is to consist of a new double-circuit transmission line beginning near the City of Rhome, passing through the City of Justin and other municipalities, and ending within the Town of Flower Mound; and

**WHEREAS**, the City Council wishes to ensure that decisions regarding the routing of transmission lines are made only after thorough and collaborative discussion between Oncor and the impacted residents, businesses, and municipalities; and

**WHEREAS**, there has not been adequate time to provide Oncor with a meaningful community response to this project; and

**WHEREAS**, the City Council has received notification from City residents expressing worry over the project and its potential impact upon their property and general well-being; and

**WHEREAS**, the City Council is concerned that the project may significantly impact existing residential communities and proposed development projects within the City; and

**WHEREAS**, Oncor has proposed multiple possible routes for construction of the project, none of which satisfy the significant personal and financial concerns of impacted Justin residents and businesses; and

**WHEREAS**, a less-disruptive “southern route”, partly running through property owned by the Army Corps of Engineers, is available in which to construct the transmission line; and

**WHEREAS**, the City will commit considerable effort at all levels of government to achieve this “southern route” through the Army Corps of Engineers property; and

**WHEREAS**, the City Council has determined that it is necessary and proper to safeguard the public health, safety, and general welfare by formally addressing the project; and



**WHEREAS**, multiple other municipalities, including the Town of Argyle, and Town of Northlake are aligned with the City’s desire to achieve the proposed “southern route” for the transmission line.

**WHEREAS**, the City Council has determined that it is in the best interest of the health, safety, and welfare of the public to adopt this Resolution.

**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 formally expresses strong concern over Oncor’s proposed transmission line routes, which pose substantial material and personal risks to City of Justin residents and businesses.

**SECTION 3.** The City Designee is authorized to take necessary action, including expenditure of funds, to oppose the construction routes currently proposed by Oncor and to pursue the selection of the “southern route”, or another acceptable construction route.

**SECTION 4.** 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 14<sup>th</sup> day of February, 2023.

**APPROVED:**

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Elizabeth Woodall, Mayor

ATTEST:

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Brittany Andrews, City Secretary

APPROVED AS TO FORM:

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Matthew Butler, City Attorney



City Council Meeting

February 14, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #4

Title: Consider and take appropriate action regarding Resolution 598-23 amending the City of Justin fee schedule increasing sanitation rates by 8.4% in accordance with the Waste Connections service agreement.

Department: Administration

Contact: Finance Director, Josh Armstrong

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Recommendation: Approve resolution 598-23

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Background:

The City contracted with Waste Connections for sanitation services beginning March 1, 2021, for a term of three years. The agreement allows for annual increases March 1 of each year based urban consumer price index (CPI-U). The CPI-U increased by 8.4% this past year. Waste Connections is requesting an increase of 8.4%.

The section of the agreement addressing rate adjustments is copied below:

SECTION 10. RATE ADJUSTMENT.

- A. CPI-U Adjustment. On each anniversary date of this Agreement the Service Provider shall have the right, upon giving prior notice to and receiving approval of the City Council, which approval shall not be unreasonably withheld, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, CPI-U shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety days preceding the adjustment under this Section. The amount of the increase or decrease under this Section shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve-month period.



The current rate is \$11.73. The proposed new rate is \$12.69 including the increase and 10% franchise/billing fee. Commercial rates will be increased by 8.4% as well. New rates are reflected in the fee schedule.

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City Attorney Review: N/A

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Attachments: Resolution 598-23  
Waste Connections Notification Letter  
Waste Connection Fees  
Waste Connections Contract





**WASTE CONNECTIONS INC.**  
*Connect with the Future®*

January 25, 2023  
City of Justin  
Attn: Honorable Mayor and Members of Council  
415 N College Avenue  
Justin, TX 76247

RE: Annual Rate Adjustment

Dear Honorable Mayor and Members of Council,

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Justin. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Justin.

Each year we evaluate cost per our contract with the city based on the CPI-U (All urban consumer price index). I have enclosed further details of these adjustments with this letter. Waste Connections is requesting an 8.4% increase per index attached.

We respect that council must approve this adjustment. With City Councils approval we would like to adjust these rates for March 1<sup>st</sup>, 2023, billing.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 817-222-2221.

Best Regards,

Hyon Cho  
Site Manager  
Waste Connections of TX  
hyon.cho@wasteconnections.com



CPI for All Urban Consumers (CPI-U)  
12-Month Percent Change

Series Id: CUURS37ASA0, CUUSS37ASA0  
Not Seasonally Adjusted  
Series Title: All items in Dallas-Fort Worth-Arlington, TX, all urban  
Area: Dallas-Fort Worth-Arlington, TX  
Item: All items  
Base Period: 1982-84=100  
Years: 2021 to 2022

|      | Year | Nov |
|------|------|-----|
| 2021 |      | 7.5 |
| 2022 |      | 8.4 |





# WASTE CONNECTIONS LONE STAR, INC.

802 Topeka Justin ,TX 76247

Contact: Hyon Cho

Phone: 940-648-3902

## City of Justin RATE SHEET

Effective: March 2023 BILLING

|                                  |         |   |
|----------------------------------|---------|---|
| RESIDENTIAL CURBSIDE COLLECTION: | \$9.54  | per month, per residential unit   |
| RESIDENTIAL CURBSIDE RECYCLING : | \$3.15  | per month, per residential unit   |
|                                  | \$12.69 | total per month residential and recycling unit                          |
| Additional Recycling Container:  |         | per month, per residential unit per each additional Recycling Container |
| Senior Citizen Rate:             |         | per month, per residential unit (includes Trash & Recycle Service)      |

### COMMERCIAL RATE SCHEDULE

| CONTAINER<br>SIZE | Lifts Per Week |        |        |        |        |        |             |
|-------------------|----------------|--------|--------|--------|--------|--------|-------------|
|                   | 1              | 2      | 3      | 4      | 5      | 6      | Extra-Lifts |
| 95 gallon Caart   | 28.81          | 42.16  |        |        |        |        | 46.82       |
| 2 Cubic Yd        | 71.28          | 126.02 | 179.45 | 251.00 |        |        | 107.44      |
| 3 Cubic Yd        | 96.48          | 169.88 | 246.82 | 340.63 |        |        | 132.71      |
| 4 Cubic Yd        | 120.14         | 218.07 | 338.71 | 447.67 |        |        | 157.99      |
| 6 Cubic Yd        | 128.10         | 229.59 | 345.45 | 510.51 | 618.58 | 751.71 | 183.27      |
| 8 Cubic Yd        | 145.19         | 247.13 | 391.79 | 564.18 | 680.83 | 825.42 | 208.55      |

### FRONT LOAD COMPACTOR RATES

|            |  |  |  |  |  |  |  |
|------------|--|--|--|--|--|--|--|
| 6 Cubic Yd |  |  |  |  |  |  |  |
| 8 Cubic Yd |  |  |  |  |  |  |  |

### FRONT LOAD RECYCLE RATES

|            |        |        |        |  |  |  |       |
|------------|--------|--------|--------|--|--|--|-------|
| 6 Cubic Yd | 105.20 | 179.47 | 253.71 |  |  |  | 32.32 |
| 8 Cubic Yd | 111.39 | 191.85 | 266.11 |  |  |  | 32.32 |

### other commercial front load fees

|                      |                 |                              |         |
|----------------------|-----------------|------------------------------|---------|
| Containers w/Casters | \$5.69 per lift | *Delivery and/or Removal Fee | \$44.24 |
| Containers w/locks   | \$1.77 per lift | Excahnge Fee                 | \$44.24 |

### Temporary Front Load Rates

| per lift   | DELIVERY | DAILY RENT | DISPOSAL |
|------------|----------|------------|----------|
| 6 Cubic Yd | 145.94   | 64.20      | 1.20 n/a |

### ROLL OFF RATE SCHEDULE

| CONTAINER<br>SIZE | HAUL   | DELIVERY | DAILY RENT | DISPOSAL |
|-------------------|--------|----------|------------|----------|
| 20 Cubic Yd       | 648.26 | 150.61   | 1.26       |          |
| 30 Cubic Yd       |        | 150.61   | 1.26       |          |
| 40 Cubic Yd       | 721.15 | 150.61   | 1.26       |          |
| 20 CY SLUDGE      | 714.62 | 150.61   | 1.26       |          |

### ROLL OFF COMPACTOR RATE SCHEDULE

| CONTAINER<br>SIZE | HAUL | DELIVERY | DAILY RENT | DISPOSAL |
|-------------------|------|----------|------------|----------|
| 20 Cubic Yd       |      | N/A      | Negotiable |          |
| 28 Cubic Yd       |      | N/A      | Negotiable |          |
| 30 Cubic Yd       |      | N/A      | Negotiable |          |
| 35 Cubic Yd       |      | N/A      | Negotiable |          |
| 40 Cubic Yd       |      | N/A      | Negotiable |          |
| 42 Cubic Yd       |      | N/A      | Negotiable |          |

### Franchise and Billing Fees:

Residential: 10.0%

Commercial: 10.0%

\* All rates are inclusive of all franchise and billing fees

\* Rates do not include any Sales Tax

\* Rates do not include any Fuel Surcharges



**EXCLUSIVE FRANCHISE AGREEMENT1**

**FOR THE COLLECTION, HAULING AND DISPOSAL OF**

**MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE**

**IN THE CITY OF JUSTIN, TEXAS**

**MARCH 1, 2021**



**EXCLUSIVE FRANCHISE AGREEMENT**  
**FOR THE COLLECTION, HAULING AND DISPOSAL OF**  
**MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE**  
**IN THE CITY OF JUSTIN, TEXAS**  
**STATE OF TEXAS**

**COUNTY OF DENTON**

THIS EXCLUSIVE FRANCHISE AGREEMENT (“Agreement”) is made and entered into as of this 1<sup>st</sup> day of March, 2021, by and between Progressive Waste Solutions of TX, Inc., a Texas Corporation (“Service Provider”), and the City of Justin, Texas, a Texas general law municipal corporation (“City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul, and dispose of Municipal Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms as used herein will be defined as follows:

Bag: Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

Bulky Item: Any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.

Bundles: Items not measuring in excess of either forty-eight (48) inches in length or fifty (5) pounds in weight and which are securely fastened together, including, but not limited to, brush, shrubs, small tree branches, newspapers, magazines and tree trimmings.

Business day: Any day that is not a Saturday, Sunday, or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit: Any non-manufacturing and commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.



Construction and Demolition Waste: Solid Waste resulting from construction, remodeling, repair, or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste or Bulky Items.

Container: Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste or Construction and Demolition Waste. Containers are designed to hold between thirty (30) gallons and forth (40) cubic yards of Solid Waste.

Hazardous Waste: Waste identified or listed as hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, or regulation.

Handicapped Residential Unit: Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curb side, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager or their designee and agreed to by the Service Provider.

Holidays:

- (1) New Year's Day
- (2) Memorial Day
- (3) Independence Day
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day

Industrial Unit: All premises, locations or entities, public or private, that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations that are not classified as a residential unit.

Landfill: Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste. This specifically includes apartments, townhomes and condominiums.

Municipal Solid Waste: Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining or agriculture operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.



Recyclable Materials: Recyclable Materials shall mean corrugated cardboard; cans; aluminum, tin, or steel containers; paper products, including newspaper and magazines, plastic, and glass.

Recycling Containers: Containers furnished by the Service Provider for use by Single-Family Residential Unites for curbside collection of Recyclable Materials.

Residential Unite: Any residential dwelling that is either a Single-Family Residential Unite or a Multi-Family Residential Unit.

Roll-Off: Any residential dwelling that is either a Single-Family Residential Unite or a Multi-Family Residential Unit.

Single-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste: As defined by the EPA under 40 C.F.R. §261.2(a) (1), or by the State of Texas under the Solid Waste Disposal Act §361.003 (38)

White Good: Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink, washer, or dryer.

## SECTION 2. EXCLUSIVE FRANCHISE GRANT AND MARKETING.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Construction and Demolition Waste, and recyclable Materials, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste Construction and Demolition Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties. In exchange for the Exclusive Franchise Grant, Service Provider will also provide and agreed-upon amount of consideration to the City to use in the community for educational materials discussing trash recycling services for print, electronic, and other types of media.

## SECTION 3. OPERATIONS.

- A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collection, haul and dispose of all Municipal Solid Waste and Construction and Demolition Waste and Recyclable Materials (as provided herein): (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Bags or Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the matter herein provided by those Commercial Units, Industrial Units and Residential Units) within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").
- B. Nature of Operations. The hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials collected, hauled and



disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

- C. **Recycling Services.** The Service Provider will provide each Single-Family Residential Unit in the City with a Recycling Container that shall be dedicated solely to the collection of Recyclable Materials. The Service Provider shall be entitled to charge for the replacement cost for any Recycling Container that is lost, stolen, or destroyed after a Single-Family Residential Unit is initially provided a Recycling Container; provided, however, the Single-Family Residential Unit shall not be responsible for any Recycling Containers damaged or destroyed by the Service Provider.

#### SECTION 4. SINGLE FAMILY RESIDENTIAL UNIT COLLECTION.

- A. **Single Family Residential Units.** The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Single-Family Residential Units once per week provided that (i) such Municipal Solid Waste is placed in Bags, (ii) such Recyclable Materials are placed in Recycling Containers and (iii) such Bags or Containers are placed with five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. Notwithstanding the above, the Service Provider shall not be obligated to collect in excess of 1 cubic yard of Municipal Solid Waste from any Single-Family Residential Unit during any collection provided herein.
- B. **Excess or Misplaced Municipal Solid Waste.** The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste and Recyclable Materials placed inside Bags or Recycling Bins. Municipal Solid Waste in excess of the Bag's limits, or placed outside or adjacent to a Bag, and Recyclable Materials placed outside or adjacent to the Recycling Bin, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion.
- C. **Handicapped Residential Units.** Notwithstanding anything to the contrary herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Bags; provided that the Service Provider receives prior written notice from the City of such special need. The Service Provider shall not be responsible for any other modifications or accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

#### SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial and Multi-Family Residential Units, as provided for in Section 9.B. hereof. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size of number of Containers so that Commercial, Industrial or Multi-Family Units'



Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9B.

#### SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

- A. Municipal Locations. The Service Provider will provide, at no cost to the City, three 3-cubic yard Containers for City's use to be collected by the Service Provider twice each week. Service Provider will also provide up to three (3) trash cans and recycle bins at agree-upon city parks and five (5) trash cans and recycle bins at Community Park.
- B. Special Events. In addition, the Service Provider will provide, at no cost to the City, four (4) 30-yard Roll Off Containers for up to 15 special events or other occasions, including clean-up related to severe weather or other unforeseen events; provided that the City gives the Service Provider reasonable prior written notices of the date of such special event as well as the number of Containers that will be required. Service Provider reserves the right to require additional fees for additional or larger clean-ups or for unforeseen or severe weather events.

#### SECTION 7. BULKY ITEMS AND BUNDLES.

- A. Pre-Arranged Collections. The Service Provider will collect Bulky Items and Bundles from Single-Family Residential Units on the regularly scheduled collection day each week; provided that the Bulky Items or Bundles:
  - a. Are placed at the curbside no later than 7:00 a.m. on the scheduled day,
  - b. Are reasonable contained, and
  - c. Do not exceed three cubic yards in total volume or have any individual item exceeding fifty pounds in weight. The Service Provider shall only be responsible for collecting, hauling and disposing Bulky Items and Bundles from Single-Family Residential Units that have complied with this Section. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.
- B. Negotiated Collections. It is understood and agreed that the service provided under Section 7A does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual bases with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Services.

#### SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

#### SECTION 9. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:



- A. Single-Family Residential Units Services. For the services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge i) \$7.05 per month of reach Single-Family Residential Units for the removal of Municipal Solid Waste; ii) \$2.50 per month for each Single-Family Residential Units for removal of Recyclable Materials; and iii) \$.50 per month for bulk waste collection and disposal. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.
- B. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge the following rates per month for each container:

Commercial Solid Waste Breakdown (excluding franchise fees):

Commercial Collection and Disposal Component

| Size/Pickup | 1x/week | 2x/week | 3x/week | 4x/week | 5x/week | 6x/week |
|-------------|---------|---------|---------|---------|---------|---------|
| 2 yards     | 56.40   | 99.70   | 141.97  | 198.59  | 0.00    | 0.00    |
| 3 yards     | 76.34   | 134.41  | 195.28  | 269.50  | 0.00    | 0.00    |
| 4 yards     | 95.05   | 172.54  | 267.98  | 354.19  | 0.00    | 0.00    |
| 6 yards     | 101.35  | 181.65  | 273.31  | 403.91  | 489.41  | 594.74  |
| 8 yards     | 114.87  | 195.53  | 309.98  | 446.36  | 538.65  | 653.05  |
|             |         |         |         |         |         |         |

Roll-Off Solid Waste Rate Breakdown (excluding franchise fees):

| Roll-Off Type and Size | Rental Fee | Delivery Fee | Collection Fee | Disposal Fee |
|------------------------|------------|--------------|----------------|--------------|
| 20 CY Roll-off         | \$30.00    | \$119.16     | \$476.68       | \$0.00       |
| 30 CY Roll-off         | \$30.00    | \$119.16     | \$512.89       | \$0.00       |
| 40 CY Roll-off         | \$30.00    | \$119.16     | \$570.56       | \$0.00       |

- Compactor rental and delivery fees will vary based on custom applications.

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

- C. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion, for the services provided under Sections 7A and 11 hereto, the Service Provider shall charge the following fees for each Roll-Off:

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Unites



on an individual bases regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.C. must be located within the City in accordance with City ordinances and policies.

- D. Sludge Services. The Service Provider will provide hauling and disposal services for sludge from the City's wastewater treatment plant at no cost.
- E. Franchise Fee. All the Above rates include a franchise fee of ten percent ("Franchise Fee"). The Service Provider will pay the City a franchise fee of ten percent for the services to be rendered in the City pursuant to this Agreement.

#### SECTION 10. RATE ADJUSTMENT.

- A. CPI-U Adjustment. On each anniversary date of this Agreement the Service Provider shall have the right, upon giving prior notice to and receiving approval of the City Council, which approval shall not be unreasonably withheld, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, CPI-U shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau") . The CPI-U used will be the CPI-U published by the Bureau during the month ninety days preceding the adjustment under this Section. The amount of the increase or decrease under this Section shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve-month period.
- B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10A, at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of: (any other rate adjustment herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition, or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.
- C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in



its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City and receiving approval from the City Council, which approval shall not be unreasonably withheld to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill(s), d (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial-Landfill(s).

- D. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income)(the “Fees”). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that, upon approval by the City Council, which approval shall not be unreasonably withheld, the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

## SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided however, that the Service Provider and the owner or occupant of a Commercial or Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling, or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by using the Service Provider’s Roll-Off Service.

## SECTION 12. TERM OF AGREEMENT

The term of this agreement shall be for a period of three (3) years commencing on March 1, 2021 and lasting three (3) years commencing. Within 120 days before the expiration of the term of this Agreement, the Service Providers shall provide written notice to the City of intent to renew this Agreement whereupon this Agreement shall be automatically extended for an additional three-year period unless the City provides written notice to the Service Provider of its intent not to renew this Agreement within 60 days from the City’s receipt of the Service Provider’s notice.

## SECTION 13. ASSIGNMENT

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider’s assets (whether by operation of law, merger, consolidation or otherwise) without the City’s consent.

## SECTION 14. ENFORCEMENT

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set



forth herein. The City shall take any action reasonable necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

#### SECTION 15. PROCESSING, BILLING AND FEES.

- A. Residential Billings. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 9 hereof from all Residential Units possessing active water meters within the City's corporate limits, as well as from all other Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits. On or before the 30<sup>th</sup> day of each month commencing on February 28, 2021, the City will send the Service Provider a monthly statement setting forth the number of Residential Units billed for services provided during the immediately preceding month (the "Residential Monthly Statement") and will remit to the Service Provider an amount equal to the Service Provider as set forth in the Residential Monthly Statement, LESS the Franchise Fee applicable to such services. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein from Residential Units.
- B. Sales Taxes. In addition to the amounts billed and collected by the City under Section 15.A., the City shall also be responsible for paying any and all sales, use and service taxes assessed or payable in connection with the Services.
- C. Bad Debt; Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services provided to Residential Units, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential Unit.
- D. Commercial and Roll-Off Billing. The Service Provider will bill the rates and fees charged hereunder to Commercial and Industrial Units, the rates and fees charged hereunder to the City pursuant to Section 9.D. and the rates and fees relating to the services utilizing Roll-Off Containers. The Service Provider shall provide the City with a report indicating the service type, size, location, and rate for Commercial and Industrial Units serviced during the immediately preceding month (the "Commercial Monthly Statement"). On or before the 30<sup>th</sup> day of each month (for the immediately preceding month's services) commencing on February 28, 2021, the Service Provider shall remit to the City the Franchise Fee applicable to (i) the services provided to Commercial and Industrial Units, (ii) the services provided to the City pursuant to Section 9.D. and (iii) and the services utilizing Roll-Off Containers.

#### SECTION 16. SPILLAGE.

The Service Provider shall, if necessary, hand clean all spillage resulting from its collection services. Spillage not resulting from collection or due to improper or inadequate Bags or Containers shall either be



picked up or reported to the City.

#### SECTION 17. NON-COLLECTION NOTICE AND FOLLOW UP.

- A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Construction and Demolition Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required so that the Municipal Solid Waste or Construction and Demolition Waste may be collected. Any complaints regarding uncollected waste shall be given prompt and courteous attention; any missed scheduled collections shall be investigated and shall, if reasonable and practicable, be picked up within a business day after the complaint is received.
- B. Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste or Construction and Demolition Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction and Demolition Waste: from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

#### SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder with respect to Residential Units and Commercial and Industrial Units adjacent to Residential Units, the Service Provider's hours of service shall be between 7:30 a.m. to 6:30 p.m., Monday through Friday. For all the Services provided hereunder with respect to all other Commercial and Industrial Units, the Service Provider's hours of service shall be between 6:00 a.m. and 9:00 p.m. Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however that the Service Provider shall provide such services on the immediately following business day. The City shall be given a point of contact to call on weekends in case of trash emergencies, if necessary.



## SECTION 19. CUSTOMER SERVICE.

Service Provider agrees to field all inquiries and complaints from Commercial, Industrial, and Residential Units relating to the collection, hauling, and disposal of Municipal Solid Waste and Construction and Demolition Waste. The Services Provider and the City agree to cooperate with each other in response to any such inquiries and the resolution of any such complaints. To assist the City in its obligations under this Section, the Service Provider agrees to provide the City with a primary contact and toll-free phone number, as well as Service Request Forms for customer service issues such as changes in service, container repair requests and missed collections. Service Provider further agrees to provide a 24/7 emergency point of contact in addition to the toll-free customer service line, which contact shall be mutually agreed upon by the Parties.

## SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in conflict with the terms and provisions of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of this inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

## SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Construction and Demolition Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

## SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so the City's public and private property, including streets and parking areas, will be protected and preserved.

## SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

## SECTION 24. INSURANCE COVERAGE.



Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

| <u>Coverage</u>                             | <u>Limits of Liability</u>                          |
|---|---|
| (1) Worker's Compensation                   | Statutory   |
| (2) Employer's Liability                    | \$500,000   |
| (3) Bodily Injury Liability (except auto)   | \$1,000,000 per occurrence<br>\$1,000,000 aggregate |
| (4) Property Damage Liability (except auto) | \$1,000,000 per occurrence<br>\$1,000,000 aggregate |
| (5) Automobile Bodily Injury Liability      | \$1,000,000 per person<br>\$1,000,000 aggregate     |
| (6) Automobile Property Damage              | \$1,000,000 per occurrence<br>\$1,000,000 aggregate |
| (7) Excess Umbrella Liability               | \$1,000,000 per occurrence<br>\$1,000,000 aggregate |

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with certificate of insurance verifying the insurance coverage required by this Section 24.

#### SECTION 25. INDEMNITY.

The Service Provider assumes all risks of loss or injury to property or persons arising from its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, cost, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) incident to its performance of the Services that arise out of a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

#### SECTION 26. MARKETING AND SPONSORSHIP.

Service Provider agrees to provide the City with four thousand dollars (\$4,000.00) to be used by the City for sponsorship, marketing, outreach, and educational purposes. Service Provider will work with the City to provide mutually acceptable marketing and outreach materials for publications on the City's website, via newsletter, or other agreed-upon marketing methods.



## SECTION 27. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

## SECTION 28. TERMINATION.

Any failure by the Service Provider or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty days after the receipt of the due-written notice from the City and signed by the City Manager, constitute grounds for immediate termination of the Service Provider's rights under this contract accruing after such date.

## SECTION 29. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorist, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. The Parties agree that the Services Provider shall close in conjunction with any NWISD school closings due to inclement weather, and shall not be responsible for pick-up during such school closings. In the event of suspended service, Service Provider shall notify the City's designated contact as soon as reasonably practicable of the anticipated suspension.

## SECTION 30. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal Courts of the United States of located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

## SECTION 31. ACKNOWLEDGEMENT.

The parties acknowledge that the failure of the Service Provider to collect, haul and dispose of Municipal



Solid Waste and Construction and Demolition Waste in the City might damage the City in a way that could not be adequately compensated by monetary damages. The parties therefore agree that a breach or threatened breach of the Service Provider's obligations hereunder may appropriately be restrained by an injunctive order, granted by a court of appropriate jurisdiction.

SECTION 32. CUMULATIVE REMEDIES.

SECTION 33. ACCEPTANCES.

PASSED AND APPROVED BY THE CITY OF JUSTIN, TEXAS, COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 1<sup>ST</sup> DAY OF MARCH, 2021.

[signatures on following page]

PROPERTY WASTE SOLUTIONS OF TX, INC.

2301 Eagle Parkway, Suite 200  
Fort Worth, Texas 76177

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

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

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

CITY OF JUSTIN, TEXAS

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

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

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

ATTTEST:

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

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

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



**RESOLUTION NO. # 598-23**

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

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

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

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

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

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

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

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

**DULY PASSED** by the City Council of the City of Justin, Texas, on the 14<sup>th</sup> day of February 2023.

**APPROVED:**

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

ATTEST:

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

APPROVED AS TO FORM:

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







City Council Meeting

February 14, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Consent Agenda Items: 5

Title: Consider Resolution 599-23 disapproving creation of Denton County Emergency Services District No. 2.

Department: Administration

Contact: City Secretary, Brittany Andrews

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Recommendation:

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Background:

On January 10, 2023 City Council took “no action” regarding the ESD No. 2.

Mayor Woodall requested a formal action be taken regarding the ESD No. 2 proposal. The resolution provides language for Councils decision to disapprove the creation of the ESD No. 2.

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City Attorney Review: N/A

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Attachments:

1. Resolution 599-23
2. TML ESD Legal Q&A doc.



**RESOLUTION NO. 597-23**

**A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL DISAPPROVING THE PROPOSED CREATION OF A DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2;**

**WHEREAS**, the City of Justin (the “City”), Texas is a Home Rule municipality acting under its charter pursuant to Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, The City Council received notice from Burns, Anderson, Jury & Brenner, LLP on behalf of Ponder and the Justin Community Volunteer Fire Departments;

**WHEREAS**, the City Council met on January 10, 2023 and considered the notice and voted to take no action passed by a vote of four “ayes” and zero “nays” with one council member absent;

**WHEREAS**, the “no action” indicates disapproval of the proposed creation of a Denton County Emergency Services District No. 2;

**WHEREAS**, the City Council values public safety including fire protection, rescue and emergency medical services;

**WHEREAS**, the City Council approved an agreement between the City of Justin and the Justin Volunteer Fire Department for fire protection, rescue and emergency medical services;

**WHEREAS**, the City Council has determined that it is in the best interest of the health, safety, and welfare of the public to adopt this Resolution.

**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 formally expresses disapproval of the proposed creation of a Denton County Emergency Services District No. 2.

**SECTION 4.** 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 14<sup>th</sup> day of February, 2023.

**APPROVED:**



---

Elizabeth Woodall, Mayor

ATTEST:

---

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

---

Matthew Butler, City Attorney



## **Legal Q&A**

**By Bill Longley**

TML Legislative Counsel

### **What is an emergency services district?**

An emergency services district (ESD) is a political subdivision established pursuant to Chapter 775 of the Texas Health and Safety Code. An ESD generally supports or provides local emergency services, which can include emergency medical services and fire protection services.

An ESD has the ability to impose both a sales and use tax and a property tax to support or provide emergency services within the district. *See* TEX. HEALTH AND SAFETY CODE §§ 775.074, 775.0751. An ESD's sales and use tax rate can range from anywhere between one-eighth of one percent to two percent. *Id.* § 775.0751(a). An ESD's property tax, meanwhile, may not exceed ten cents per \$100 of valuation. *See* TEX. CONST. art. III, §. 48-e.

### **Can an ESD be created in a city's territorial limits or extraterritorial jurisdiction without city consent?**

No. Before an ESD may be created that contains territory in a city's limits or extraterritorial jurisdiction (ETJ), the proponents of the ESD must submit a written request to the city council to include the territory in the ESD. TEX. HEALTH AND SAFETY CODE § 775.014(a). The territory in question may not be included in the ESD unless the city council gives its written consent on or before the 60<sup>th</sup> day after the date the request is received. *Id.*

If the city council does not approve the request, a majority of the qualified voters and the owners of 50 percent of the property in the city limits or ETJ that would have been included in the ESD may petition the city council to make the emergency services available. *Id.* § 775.014(b). The petition must be submitted not later than the 90<sup>th</sup> day after the date the city council received the initial request. *Id.* If the city council refuses or fails to act on the petition within six months after the petition is received, the council's refusal or failure to act constitutes consent for the territory to be included in the district. *Id.* § 775.014(c).

If the city council consents to the creation of the ESD within territory located in the city limits or ETJ, or if consent is inferred due to inaction on the petition, several steps—including an election ordered by the county commissioners court—must still take place in order for the ESD to be created.

### **Once a city consents to having its territory included in an ESD, can the city later remove the city territory from the ESD?**

Likely not. There is no clear authority in Chapter 775 of the Health and Safety Code for a city to remove itself or a portion of its territory from an ESD after it initially consented to the inclusion of its territorial or extraterritorial jurisdiction when the ESD was formed.

### **When a city annexes, can it remove territory from the jurisdiction of an ESD?**



Yes, but only if certain conditions are met. A city that annexes territory that is included in an ESD may remove the territory from the ESD if the city completes all procedures necessary to annex territory in the district and if the city intends to become the sole provider of emergency services to the annexed territory by the use of city personnel or by some method other than by use of the ESD. *Id.* § 775.022(a). The city must send written notice by certified mail to the secretary of the ESD board of directors notifying the ESD of the annexation and intent to provide emergency services. *Id.* Upon receipt of the notice, the ESD board must immediately change its records to show that the territory has been disannexed from the ESD and shall cease to provide further services to the residents in the newly-annexed area. *Id.*

A city that removes annexed territory from an ESD must compensate the ESD immediately after annexation in an amount equal to the annexed territory's pro rata share of the ESD's bonded and other indebtedness. *Id.* § 775.022(b). In addition, at the ESD's request, a city that removes annexed territory from an ESD must purchase from the ESD at fair market value any real or personal property used to provide emergency services in the annexed territory. *Id.* § 775.022(d).

### **Can an ESD expand its boundaries into the city limits or a city's ETJ without city council approval?**

This issue has been the source of some debate amongst ESDs and cities in recent years. Texas Health and Safety Code Section 775.051 contains the legal guidelines for expansion of ESD territory. In short, the statute provides that at least 50 percent of the qualified voters who own taxable real property in a defined area may petition the ESD board of directors to hold an election on the question of including the defined area in the ESD. *Id.* § 775.051. Section 775.051 of the Health and Safety Code makes no specific mention of the ESD's need to receive city council approval when expanding its territory to include an area located in a city's corporate limits or ETJ. That being said, an ESD must get council approval when initially *creating* an ESD within the corporate limits or ETJ of a city (as detailed above), so some cities argue that city council approval should similarly be sought when *expanding* an ESD into city territory.

In 2013, legislation was filed to bring some clarity to the issue. H.B. 1798 would have provided that an ESD must follow essentially the same procedure for receiving city council approval when it expands its jurisdiction as it follows when the ESD is initially created. H.B. 1798 did not pass, so the statute remains silent on the question of city council approval for expansion of the ESD into city territory.

### **When a city annexes territory also served by an ESD, does the city's sales and use tax apply in the newly annexed area?**

The answer to this question depends on the ESD's sales and use tax rate in the area annexed by the city. Section 321.102 of the Texas Tax Code governs the application of the city sales and use tax in the event of a change in a city's boundaries. With some limited exceptions, that section provides that a city sales tax displaces the sales tax of another entity (like an ESD) that previously levied a tax within the annexed territory. TEX. TAX CODE § 321.102(e). In the event of annexation, the ESD's tax in the annexed area is automatically reduced to an amount which,



when added to the municipal sales tax, does not exceed the local cap of two percent. *Id.* In many cases this reduces the ESD's tax to zero, but if the annexing city had a tax rate of less than two percent the ESD is allowed to continue to levy whatever portion of its tax that would not exceed two percent in combination with the city tax.

However, when the sales tax of an ESD is reduced as a result of city annexation, the ESD is kept whole by the comptroller's deduction of a corresponding amount from the sales and use tax of the annexing city. *Id.* § 321.102(f). The deducted amount is then paid to the ESD. *Id.* This is the provision that ESDs rely on to continue to obtain the sales and use tax revenue they were receiving prior to the city annexation. For example, under current law, if both a city and an ESD have a sales tax of two percent, the comptroller would withhold two percent from the city and pay that amount to the ESD. As a result, the city would not be able to keep any sales tax revenue in the newly annexed area. More commonly, a city will collect some sales and use taxes in the newly-annexed area, but not the entire amount that would otherwise be collected if there was not an overlapping ESD serving the area.

**What tools are available for cities and ESD's to share sales tax revenue in a newly-annexed area that is also served by the ESD?**

The inability of some cities to collect some or all of their sales and use taxes in newly-annexed territory due to the imposition of an ESD sales and use tax brought about legislation in 2013 that helped address how sales and use taxes are divided between cities and ESDs. The legislature passed H.B. 3159, which authorizes a city and ESD to work together and enter into a written agreement on how to allocate the revenue from the sales and use taxes imposed in the annexed area. *See* TEX. HEALTH AND SAFETY CODE § 775.0754. Cities cannot prohibit an ESD from collecting its sales and use taxes in a newly-annexed area, and also cannot require an ESD to enter into an agreement splitting sales and use tax revenue with the city. Nevertheless, since taking effect in 2013, cities and ESDs have used the new law to reach some consensus on how sales and use tax revenue is to be divided in newly-annexed city territory that is also served by an ESD.



City Council Meeting

February 14, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items:6

Title: Public Hearing (1<sup>st</sup> reading): Consider and act to amend the Planned Development (SF-1- PD 508) for Reserve at Meadowlands Phase II legally described as Lot 1-11 Block A, Lot 1-5, Lot 6- X and Lot 3-X, Block B.

Department: Development Services

Contact: Director of Planning and Development, Matt Cyr

---

Recommendation: Staff recommends consideration based on the request.

---

P&Z Recommendation: The Planning and Zoning Commission unanimously recommended approval on January 17, 2023. At the Public Hearing there were three people that spoke in opposition from the existing HOA. Some of the concerns centered around the wooden fence, tree maintenance, overall assimilation into the existing HOA, garages facing the street, and sidewalks.

Background: The Applicant is requesting to amend the Planned Development that was approved in 2018. The Applicant would like to decrease the number of lots from 16 to 11 with different design standards.

Staff has included the P&Z staff report as well for Council to review.

---

**ACTION CONSIDERED:**

1) City Council is to approve, approve with conditions, table with clarification and intent, or deny the Amendment to the Planned Development. This is only a first reading and will be required for a second reading before final approval.

---

City Attorney Review: N/A

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Attachments:

1. P&Z Staff report
2. Supporting Documentation
3. Proposed ordinance





## PLANNING & ZONING COMMISSION MEETING

Staff Report  
January 17, 2023

**STAFF CONTACT:** Matt Cyr, Director of Planning and Development Services

**PROJECT:** Consider and act upon a recommendation to City Council to amend a Planned Development (SF-1- PD 508) for Reserve at Meadowlands Phase II legally described as Lot 1-11 Block A, Lot 1-5, Lot 6-X and Lot 3-X, Block B.

---

### EXECUTIVE SUMMARY:

The Applicant is requesting to amend the Planned Development that was approved in 2018. The Applicant would like to decrease the number of lots from 16 to 11 with different design standards.

### PROPOSED STANDARDS:

1. Minimum Width: 56 Feet (70 Feet Typ)
2. Minimum Depth: 104 Feet
3. Minimum Area: 10,029 s.f.
4. No Building in the Development Shall Exceed 35 Feet in Height
5. Front Yard Setback: 25 Feet
6. Side Yard Setback: 10% of Lot Width
7. Minimum Dwelling Area: 2,000 s.f.
8. Each building shall provide 100% masonry exterior surface construction of the front facade, & a minimum of 80% of the other exterior surfaces shall be masonry and masonry including cementitious siding.
9. 8/12 Primary Roof Pitch Shall Be Required.
10. 2-Car Garages are Required.
11. Builder Shall Not Be Permitted to Repeat Any Layouts for at Least 3 Homes on Either Side of a Home.
12. Permitted and Accessory Uses for this Development Shall Include the Permitted and Accessory Uses Set Out in the Use Tables of the Comprehensive Zoning Ordinance for SF-1 Zoning Districts.



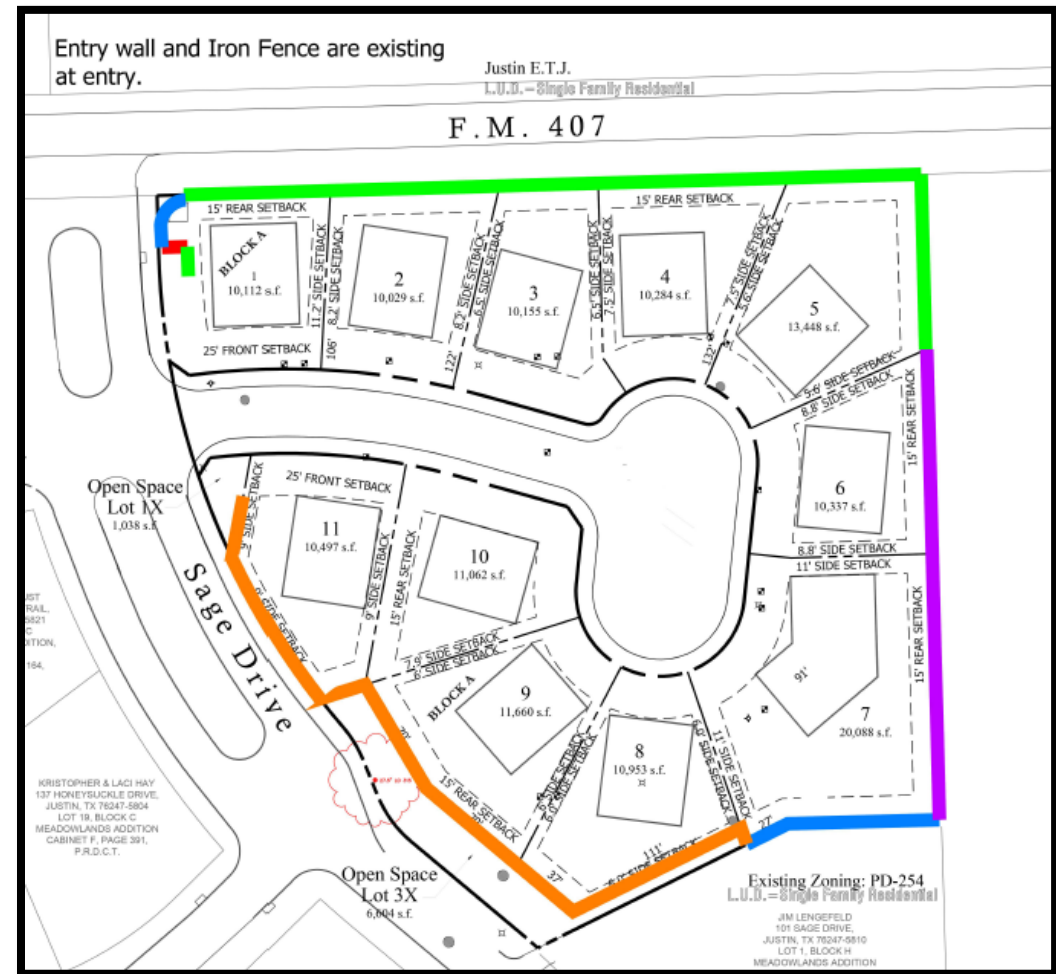
## EXISTING STANDARDS:

1. Minimum Width: 50 Feet
2. Minimum Depth: 100 Feet
3. Minimum Area: 5,200 s.f.
4. No Building in the Development Shall Exceed 35 Feet in Height
5. Front Yard Setback: 15 Feet
6. Side Yard Setback: 5 Feet
7. Side Yard from the Street: 15 Feet
8. Garage Setback: 20 Feet
9. Minimum Dwelling Area: 1,800 s.f.
10. Each building shall provide 100% masonry exterior surface construction of the front facade, & a minimum of 80% of the other exterior surfaces shall be masonry.
11. 8/12 Primary Roof Pitch Shall Be Required.
12. 2-Car Garages are Required.






## SCREENING:

The Applicant is proposing to utilize a 6' masonry screening wall off of FM 407 to be compatible with the existing wall in color and features present of the entryway features. The Applicant is proposing to utilize 6' cedar wood fence adjacent to Sage Drive. This design mimics the previously approved Planned Development.





### Fence / Wall Legend

|   |   |
|---|---|
| 6' Ornamental Iron Fence                  |  |
| 6' Masonry Wall w/Columns                 |  |
| 6' Wood Fence                             |  |
| 4' Split Rail Fence w/ 5' Masonry Columns |  |
| Retain Existing Fence                     |  |





**ACTION CONSIDERED:**

- 1) The Commission is to make a recommendation to City Council to approve, approve with conditions, table with clarification and intent, or deny the variance requests

**STAFF RECOMMENDATION:**

Staff recommends consideration based on the request.

**ATTACHMENTS:**





1. Supporting Documentation
2. Proposed Ordinance



1. Minimum Width: 56 Feet (70 Feet Typ)
2. Minimum Depth: 104 Feet
3. Minimum Area: 10,029 s.f.
4. No Building in the Development Shall Exceed 35 Feet in Height
5. Front Yard Setback: 25 Feet
6. Side Yard Setback: 10% of Lot Width
7. Minimum Dwelling Area: 2,000 s.f.
8. Each building shall provide 100% masonry exterior surface construction of the front facade, & a minimum of 80% of the other exterior surfaces shall be masonry and masonry including cementitious siding.
9. 8/12 Primary Roof Pitch Shall Be Required.
10. 2-Car Garages are Required.
11. Builder Shall Not Be Permitted to Repeat Any Layouts for at Least 3 Homes on Either Side of a Home.
12. Permitted and Accessory Uses for this Development Shall Include the Permitted and Accessory Uses Set Out in the Use Tables of the Comprehensive Zoning Ordinance for SF-1 Zoning Districts.
13. All Homes Shall Be in The Meadowlands Homeowners Association 2, Inc.
14. HOA shall own and maintain all Common Areas.
15. The screening along FM 407 is proposed as a six-foot masonry fence and it shall complement the existing color and features of the present entry monument.
16. The equivalent of 3 trees per lot will be planted, per the tree planting schedule. Lots with only 2 trees assigned will have their third tree planted in an open space lot within The Reserve at Meadowlands II. Minimum caliper of three-inch (3" dbh) diameter at breast height for proposed trees.
17. Builder will be responsible for constructing sidewalks adjacent the residential lots. Developer will build sidewalk as shown on Development Plan.



### Fence / Wall Legend

|   |   |
|---|---|
| 6' Ornamental Iron Fence                  |    |
| 6' Masonry Wall w/Columns                 |    |
| 6' Wood Fence                             |    |
| 4' Split Rail Fence w/ 5' Masonry Columns |    |
| Retain Existing Fence                     |  |



## Masonry Wall w/ Columns



## Split Rail Fence



## Masonry Wall at Entry



## Iron Fence at Entry



6' Wood Fence

**NOTE:**

All proposed walls and fencing to match previous phases.

**Owner:**  
Shelton Real Estate Group  
1709 Joyner Lane  
Keller, TX 76248  
Tel:  
Contact:

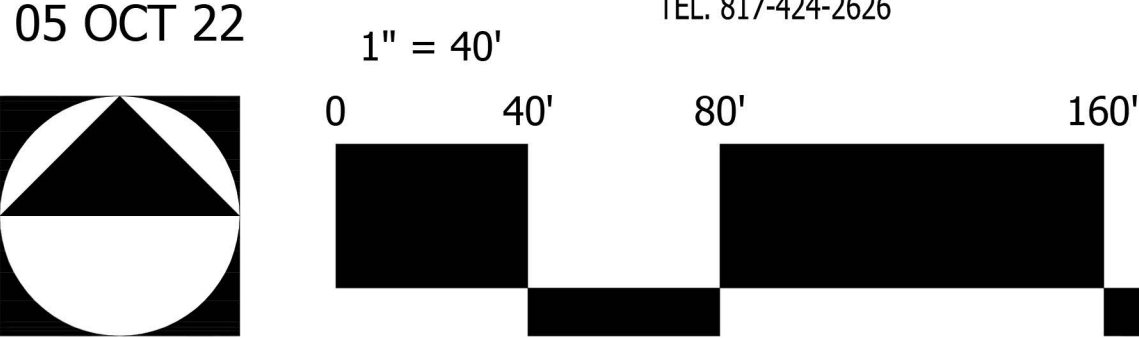
**Applicant:**  
Sage Group, Inc.  
1130 N. Carroll Avenue, Suite 200  
Southlake, TX 76092  
817-424-2626  
Contact: Curtis Young, AIA

**Planner:**



**SAGE GROUP, INC.**  
Master Planning  
Urban Design  
Architecture  
Landscape Architecture

1130 N. Carroll Ave., Ste. 200  
Southlake, Texas 76092  
TEL. 817-424-2626

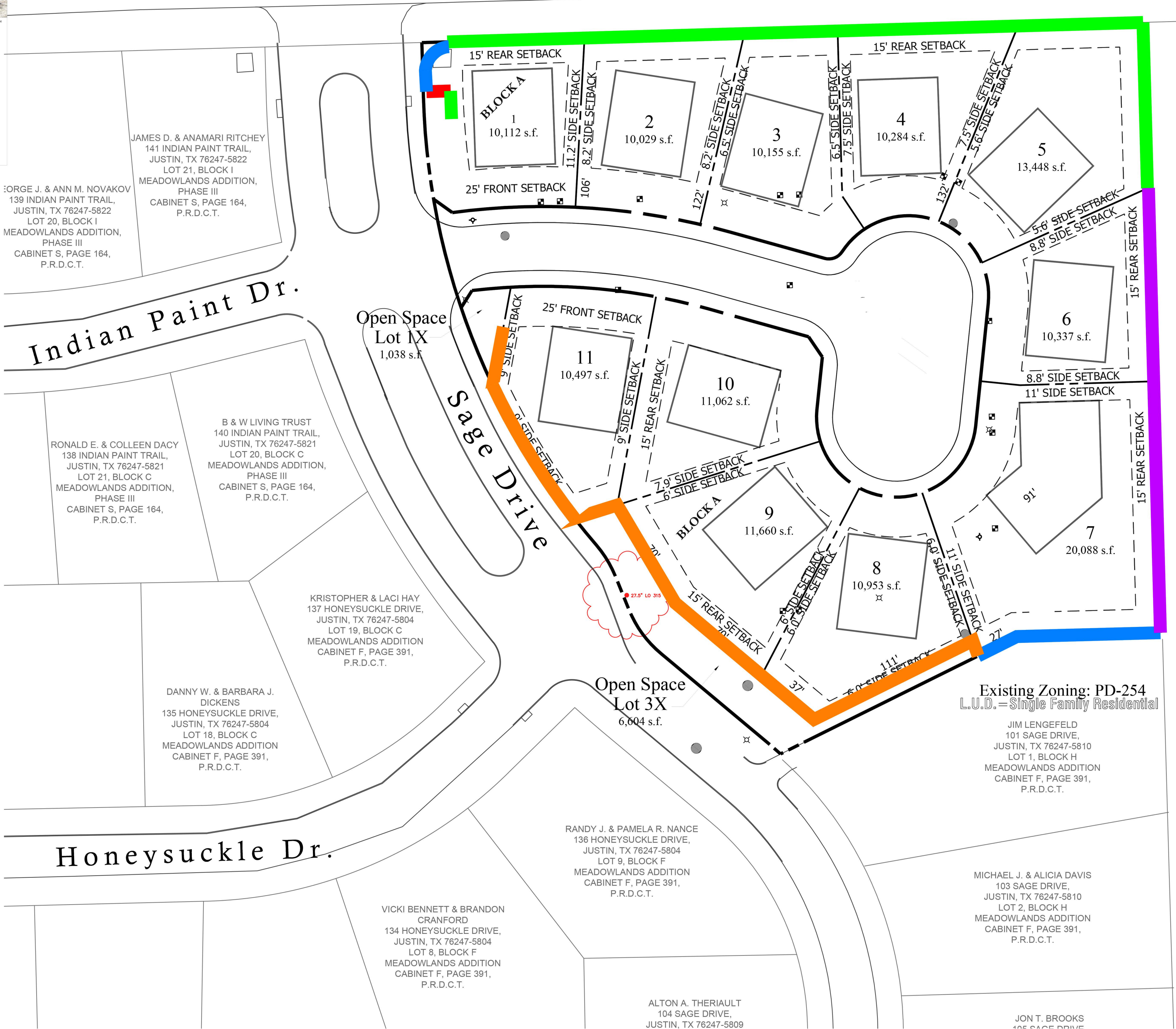


**NOTE:**

Entry wall and Iron Fence are existing at entry.

Justin E.T.J.

F.M. 407



Existing Zoning: PD-254  
L.U.D.=Single Family Residential

JIM LENGFELD  
101 SAGE DRIVE,  
JUSTIN, TX 76247-5810  
LOT 1, BLOCK H  
MEADOWLANDS ADDITION  
CABINET F, PAGE 391,  
P.R.D.C.T.

MICHAEL J. & ALICIA DAVIS  
103 SAGE DRIVE,  
JUSTIN, TX 76247-5810  
LOT 2, BLOCK H  
MEADOWLANDS ADDITION  
CABINET F, PAGE 391,  
P.R.D.C.T.

JON T. BROOKS  
105 SAGE DRIVE

# Fence & Wall Diagram

# The Reserve at Meadowlands II

# Justin, Denton County, Texas



- 1) Block A Lots 1-6: 4 trees per lot = 24
- 2) Block A Lots 7: 5 trees per lot = 5
- 3) Block A Lots 9-11: 4 trees per lot = 16
- 4) Open Space areas: 2 (1 existing tree included)
- 5)

TOTAL = 49 trees

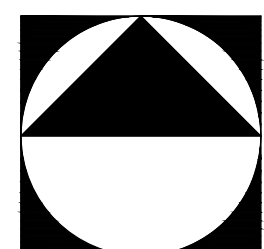


Shelton Real Estate Group  
1709 Joyner Lane  
Keller, TX 76248  
Tel:  
Contact:

Sage Group, Inc.  
1130 N. Carroll Avenue, Suite 200  
Southlake, TX 76092  
817-424-2626  
Contact: Curtis Young, AIA

**SAGE GROUP, INC.**  
Master Planning  
Urban Design  
Architecture  
Landscape Architecture

1130 N. Carroll Ave., Ste. 200  
Southlake, Texas 76092  
TEL. 817-424-2626

$$1'' = 40'$$


1" = 40'

0      40'      80'      160'

# Conceptual Landscape Plan The Reserve at Meadowlands II

Justin, Denton County, Texas



The Reserve at Meadowlands II - Development Requirements

- 1. Minimum Width: 50 Feet
- 2. Minimum Depth: 100 Feet
- 3. Minimum Area: 5,200 s.f.
- 4. No Building in the Development Shall Exceed 35 Feet in Height
- 5. Front Yard Setback: 15 Feet
- 6. Side Yard Setback: 5 Feet
- 7. Side Yard from the Street: 15 Feet
- 8. Garage Setback: 20 Feet
- 9. Minimum Dwelling Area: 1,800 s.f.
- 10. Each building shall provide 100% masonry exterior surface construction of the front facade, & a minimum of 80% of the other exterior surfaces shall be masonry.
- 11. 8/12 Primary Roof Pitch Shall Be Required.
- 12. 2-Car Garages are Required.
- 13. Builder Shall Not Be Permitted to Repeat Any Layouts for at Least 3 Homes on Either Side of a Home.
- 14. Builder Shall Be Required to Sell to End Users.
- 15. A 6 Foot Masonry Fence Shall Be Built along the west side of Block A Lot 1 as well along the rear of Block A Lots 1-7.
- 16. Permitted and Accessory Uses for this Development Shall Include the Permitted and Accessory Uses Set Out in the Use Tables of the Comprehensive Zoning Ordinance for SF-1 Zoning Districts.
- 17. All Homes Shall Be in an HOA.
- 18. HOA shall own and maintain all Common Areas.
- 19. The screening along FM 407 is proposed as a six-foot masonry fence and it shall complement the existing color and features of the present entry monument.
- 20. The equivalent of 3 trees per lot will be planted, per the tree planting schedule. Lots with only 2 trees assigned will have their third tree planted in an open space lot within The Reserve at Meadowlands Phase 2. Minimum caliper of three-inch (3" dbh) diameter at breast height for proposed trees.
- 21. Builder will be responsible for constructing sidewalks adjacent the residential lots. Developer will be responsible for constructing sidewalks in Common Areas.

Legend

- Common Open Space
- Residential Lots
- To Be Dedicated to the City of Justin for Sign Purposes

PREVIOUSLY  
APPROVED PD  
IN 2018-2019

The Reserve at Meadowlands II - Site Data Summary Chart

|                                |         |          |
|--------------------------------|---------|----------|
| Single Family Residential Lots | 16      |          |
| Common Areas                   | 4       |          |
| Residential Lots               | 63.66%  | 2.40 ac. |
| Open Space                     | 13.00%  | 0.49 ac. |
| City Property                  | 1.06%   | 0.04     |
| R.O.W.                         | 22.28%  | 0.84 ac. |
| Res. Gross Acreage             | 100.00% | 3.77 ac. |
| Site Data                      |         |          |
| Gross Acreage                  | 3.77    |          |
| Gross Density                  | 4.24    |          |

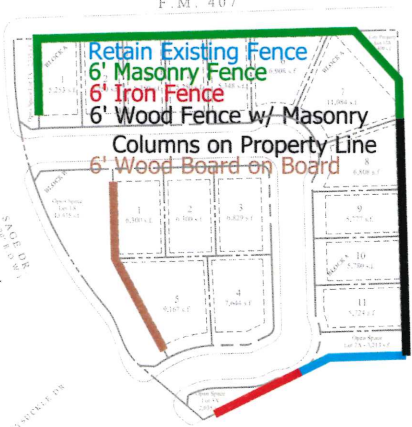
Lot Summary

|                  |    |
|------------------|----|
| Residential Lots | 16 |
| Common Areas     | 4  |

L.U.D. / Zoning

|                  |    |
|------------------|----|
| Existing Zoning: | PD |
|------------------|----|

The Reserve at Meadowlands II  
Wall / Fence Diagram



The Reserve at Meadowlands II



NOTE: Lot Square footages, as illustrated on the illustration, may change but in no case will be less than the minimums listed under the Development Requirements.

**The Reserve at Meadowlands II - LEGAL DESCRIPTION**  
BEING a 3.772 acre tract of land in the E. Springer Survey, Abstract No. 1166 and being a portion of that 56.575 acre tract of land in Denton County, Texas owned by Denton County Development Company and being more particularly described as follows:  
BEGINNING at a 1/2" iron rod found at the southeast corner of herein described tract and being by plat call the northeast corner of Lot 1, Block 4 of The Meadowlands Phase 1 as returned in Cabinet F, Page 364 of the Plat Records of Denton County, Texas;  
THENCE S 88°38'00" W following a distance of 95.00 feet to a 1/2" iron rod found;  
THENCE S 67°44'14" W a distance of 103.40 feet to a 1/2" iron rod found at the southwest corner of said Lot 1 and being the southwest corner of herein described tract and being in the east right-of-way line of Sage Drive and the Point of Curvature of a curve to the left having a Radius of 130.00 feet, a Central Angle of 62°17'30", a Chord Bearing of N 48°47'00" W and a Chord distance of 8.00 feet;  
THENCE along said curve and right-of-way a distance of 8.00 feet to a 1/2" iron rod found;  
THENCE S 80°18'00" W along said right-of-way a distance of 101.15 feet to a 1/2" iron rod found at the Point of Curvature of a curve to the right having a Radius of 70.00 feet, a Central Angle of 28°02'00", a Chord Bearing of N 31°14'23" W and a Chord distance of 23.93 feet;  
THENCE along said curve and right-of-way a distance of 34.27 feet to a 1/2" iron rod found;  
THENCE N 21°58'17" W along said right-of-way a distance of 32.77 feet to a 1/2" iron rod found at the Point of Curvature of a curve to the left having a Radius of 70.00 feet, a Central Angle of 18°13'17", a Chord Bearing of N 31°14'23" W and a Chord distance of 22.55 feet;  
THENCE along said curve and right-of-way a distance of 22.65 feet to a 1/2" iron rod found at the Point of Reverse Curvature of a curve to the right having a Radius of 450.00 feet, a Central Angle of 38°02'00", a Chord Bearing of N 20°39'29" W and a Chord distance of 366.69 feet;  
THENCE along said curve and right-of-way a distance of 316.59 feet to a 1/2" iron rod found;  
THENCE N 51°28'12" W a distance of 34.50 feet to a 1/2" iron rod and in the south right-of-way line of FM 407;  
THENCE N 66°31'30" E along said south right-of-way line a distance of 452.82 feet to a 1/2" iron rod set;  
THENCE S 81°12'00" E following said right-of-way a distance of 368.80 feet to the Point of Beginning and containing in all 16.6338 acres, less or 3.772 acres land.

Tree Planting Schedule

- 1) Block A Lots 1-5: 2 trees per lot = 10
- 2) Block A Lots 6-8: 3 trees per lot = 9
- 3) Block A Lots 9-11: 2 trees per lot = 6
- 4) Block B Lots 1-3: 2 trees per lot = 6
- 5) Block B Lots 4-5: 3 trees per lot = 6
- 6) Open Space areas: 11 (to be allocated anywhere)

TOTAL = 48 trees

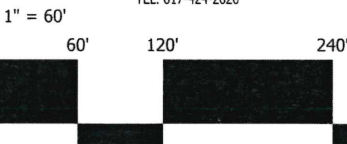
Planner:



SAGE GROUP, INC.  
Master Planning  
Urban Design  
Architecture  
Landscape Architecture

1130 N. Carroll Ave., Ste. 200  
Southlake, Texas 76092  
TEL. 817-424-2626

22 MAR 18



Development Plan

The Reserve at Meadowlands II

Justin, Denton County, Texas



**ORDINANCE NUMBER 746-23**

**AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING AN AMENDMENT TO (SF-1 PD-508) PLANNED DEVELOPMENT FOR RESERVE AT MEADOWLANDS PHASE II HAVING THE LEGAL DESCRIPTION OF LOT 1-11 BLOCK A, LOT 1-5, LOT 6-X AND LOT 3-X, BLOCK B, DENTON COUNTY, TEXAS; PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the landowners of property of Reserve of Meadowlands PH II, having the legal description of Lot 1-11 Block A, Lot 1-5, Lot 6-X and Lot 3-X, Block B, Justin, Denton County, TX, request a Specific Use Permit for an Amendment to SF-1 Planned Development 508; and

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

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

**WHEREAS**, the City Council of the City of Justin, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, having held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard, and having considered the recommendation of the Planning and Zoning Commission, has determined that the proposed Planned Development 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, regulating property at the southwest corner of FM 156 and Centre Street with the legal description of Lot 1-11 Block A, Lot 1-5, Lot 6-X and Lot 3-X, Block B, Justin, Denton County, Texas, is amended as further described in the attached documents.

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



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

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

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

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 14th DAY OF FEBRUARY, 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

February 14, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 7

Title: Public Hearing: Consider and act upon a Site Plan with variances for Justin Coffee legally described as A1359A Wilson, TR 7, Old DCAD TR # 3B generally located northwest of the intersection of Pafford Street and 1st street.

Department: Development Services

Contact: Director of Planning and Development, Matt Cyr

---

Recommendation: Staff recommends consideration based on the requests.

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P&Z Recommendation: The Planning and Zoning Commission unanimously recommended approval on January 17, 2023. The Commission did raise concerns about the number of parking spaces, which the Applicant did say they were exploring options to add some parking either by redesigning the site or come to an agreement for shared parking.

---

Background: The Applicant is constructing a 1,500 square-foot (all square-footage under roof) for a coffee/retail shop proposed as “Justin Coffee” located at 804 W. 1<sup>st</sup> Street. The Applicant is repurposing the existing residential house into a commercial property.

---

Staff has included the P&Z staff report as well for Council to review.

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Variance Requests:

1. The Applicant is requesting to utilize parking in the Landscape Buffer. Per Section 52.205 of the Code of Ordinances, parking is not permitted to be located within the Buffer.
2. The Applicant is requesting to utilize a screening wall of Horizontal Planking and Masonry along the north boundary adjacent to a residential use. Per Section 52-202 the Code of Ordinances requires the Applicant utilize a screening wall of all masonry.



---

**ACTION CONSIDERED:**

**1) The City Council will only be reviewing the Variances requested.**

The choice of actions for the Commission is to make a recommendation to City Council to approve, table with clarification and intent, or deny the variance requests

---

City Attorney Review: N/A

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**Attachments:**

1. P&Z Staff report
2. Supporting Documentation





## PLANNING & ZONING COMMISSION MEETING

Staff Report  
January 17, 2023

**STAFF CONTACT:** Matt Cyr, Director of Planning and Development Services

**PROJECT:** Consider and act upon a recommendation to City Council for a Site Plan with variances for Justin Coffee legally described as A1359A Wilson, TR 7, Old DCAD TR # 3B generally located northwest of the intersection of Pafford Street and 1st street.

---

### EXECUTIVE SUMMARY:

The Applicant is constructing a 1,500 square-foot (all square-footage under roof) for a coffee/retail shop proposed as “Justin Coffee” located at 804 W. 1<sup>st</sup> Street. The Applicant is repurposing the existing residential house into a commercial property.

### PARKING & ACCESS:

The Applicant is proposing eleven (11) parking spaces with access off of 1<sup>st</sup> Street and Pafford Street. The applicant meets the requirements for parking spaces, which the ordinance requires eleven (11) and is including one (1) ADA space.

### ELEVATIONS:

| BUILDING MATERIALS |                           |                          |      |       |      |
|--------------------|---------------------------|--------------------------|------|-------|------|
| EXTERIOR CLADDING  |                           | MATERIAL % PER ELEVATION |      |       |      |
|                    |                           | NORTH                    | EAST | SOUTH | WEST |
| SD-01              | 6" HARDI CLABOARD-PAINTED | 37%                      | 56%  | 33%   | 56%  |
| SD-02              | 6" SHIPLAP-STAIN GRADE    | 0%                       | 0%   | 2%    | 0%   |
| B-01               | BRICK PAINTED             | 11%                      | 13%  | 17%   | 23%  |
| ROOFING            |                           |                          |      |       |      |
| R-01               | ASPHALT SHINGLES          | 36%                      | 8%   | 33%   | 8%   |
| GLAZING            |                           |                          |      |       |      |
| G-01               | GLASS                     | 16%                      | 7%   | 15%   | 13%  |

### VARIANCE REQUESTS:

1. The Applicant is requesting to utilize parking in the Landscape Buffer. Per Section 52.205 of the Code of Ordinances, parking is not permitted to be located within the Buffer.
2. The Applicant is requesting to utilize a screening wall of Horizontal Planking and Masonry along the north boundary adjacent to a residential use. Per Section 52-202 the Code of Ordinances requires the Applicant utilize a screening wall of all masonry.





## **ACTION CONSIDERED:**

- 1) **The Commission will only be reviewing the Variances requested and will make a recommendation based off of those variance requests only.** The choice of actions for the Commission is to make a recommendation to City Council to approve, table with clarification and intent, or deny the variance requests

## **STAFF ANALYSIS:**

Staff has reviewed the Variance requests from the Applicant and does not have any major concerns.

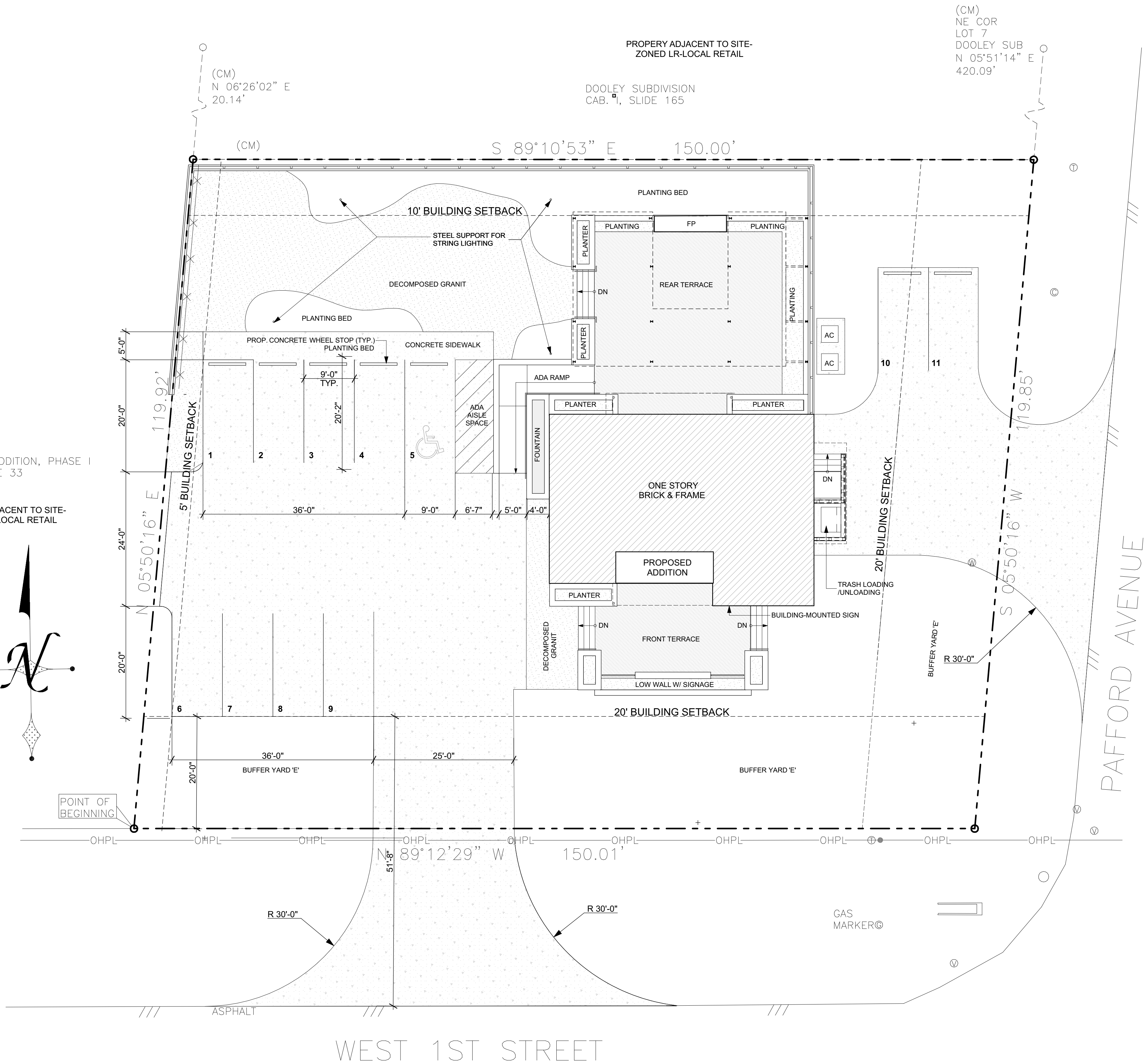
## **STAFF RECOMMENDATION:**

Staff recommends consideration based on the variance requests.

## **ATTACHMENTS:**

1. Supporting Documentation
2. Ordinances





1 SITE PLAN  
1" = 10'

|  |  |  |
|--|--|--|
| PROJECT                                |  |  |
| 804 W. 1ST STREET, JUSTIN, TEXAS 76247 |  |  |

| AREA USAGE & ROOM SQUARE FOOTAGE |        |                         |
|----------------------------------|--------|-------------------------|
| AREA NAME                        | SF     | OCCUPANT LOAD FACTOR    |
| COFFEE SHOP                      | 613 SF | 1 PER 100 SF            |
| KITCHEN                          | 137 SF |                         |
| CONFERENCE ROOM                  | 250 SF | 1.5 SPACES PER 1,000 SF |
| OFFICE                           | 53 SF  |                         |
| APPAREL                          | 226 SF | 1 PER 200 SF GROSS      |
| BATHROOM                         | 95 SF  |                         |
| STOCK ROOM                       | 63 SF  |                         |

|                             |                  |
|-----------------------------|------------------|
| SITE INFORMATION            |                  |
| OCCUPANCY CLASSIFICATION    | B                |
| OCCUPANT LOAD               | 13               |
| ZONING CLASSIFICATION       | LR, LOCAL RETAIL |
| LOT SIZE                    | 17,912 SF        |
| PAVED AREA                  | 7,323 SF         |
| PAVED AREA- % OF PRPERTY    | 41%              |
| OPEN SPACE AREA             | 2,083 SF         |
| OPEN SPACE AREA- % OF PROP. | 12%              |
| OFF-STREET PARKING SPACES   | 11               |
| ALLOWABLE HEIGHT            | 35'-0"           |
| FRONT YARD SETBACK          | 20'-0"           |
| SIDE YARD SETBACK           | 5'-0"            |
| REAR YARD SETBACK           | 10'-0"           |

|                      |          |
|----------------------|----------|
| SQUARE FOOTAGE       |          |
| FIRST FLOOR-EXISTING | 1,406 SF |
| FIRST FLOOR-PROPOSED | 94 SF    |
| TOTAL CONDITIONED    | 1,500 SF |

|                       |          |
|-----------------------|----------|
| TOTAL AREA UNDER ROOF | 1,500 SF |
|-----------------------|----------|

|                                   |  |
|-----------------------------------|--|
| PARKING RATIO                     |  |
| CAFE: 1,000 SF/100 SF = 10 SPACES |  |
| RETAIL: 226 SF/200 SF = 1 SPACES  |  |
| REQUIRED PARKING SPACES= 11       |  |
| PROVIDED SPACES= 11               |  |



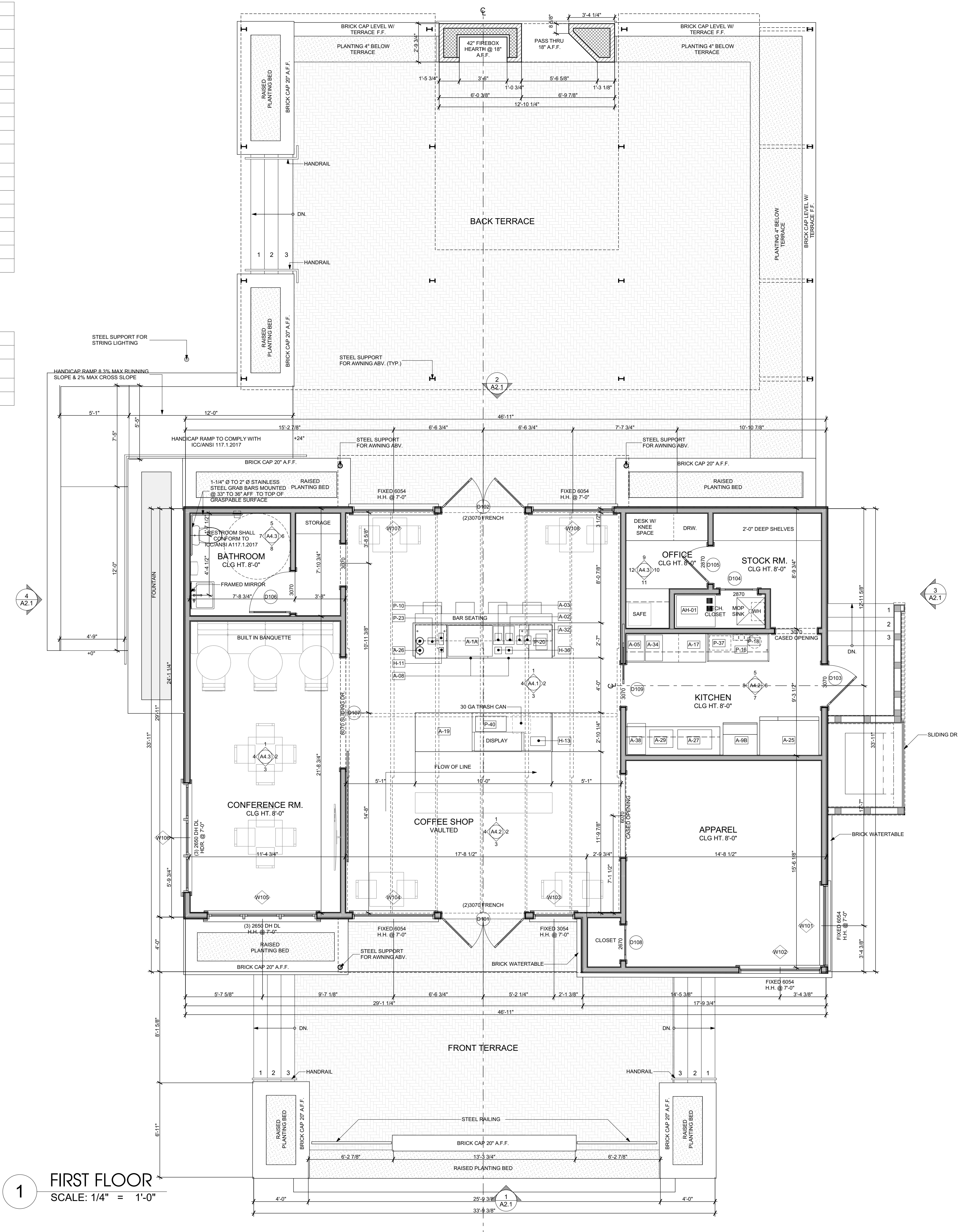
| APPLIANCE SCHEDULE |      |                          |                    |                 |                           |      |
|--------------------|------|--------------------------|--------------------|-----------------|---------------------------|------|
| ROOM NAME          | ID   | ITEM                     | MANUFACTURER       | MODEL #         | ELECTRICAL                | QTY. |
| COFFEE SHOP        |      |                          |                    |                 |                           |      |
|                    | A-1A | 3-GROUP ESPRESSO MACHINE | UNIC STELLA EPIC   | STELLA EPIC     | 230V, 6700 W, 30A-1-PHASE | 1    |
|                    | A-02 | ESPRESSO GRINDER         | MAHIKONIG          | E80 SUPREME     | 100-115V, 60HZ/1-PHASE    | 1    |
|                    | A-03 | BULK COFFEE GRINDER      | MAHIKONIG          | EK43            | 100-115V, 60HZ/1-PHASE    | 1    |
|                    | A-08 | 36" UNDER COUNTER FRIDGE | BEVERAGE-AIR       | UCR36AHC-23 NXT | 115V, 2 A, 60HZ/1-PHASE   | 2    |
|                    | A-19 | 50" REF. DESPLAY CASE    | FEDERAL INDUSTRIES | SSRC-5952       |                           | 1    |
|                    | A-26 | BLENDER                  | BLENDETEC          | STEALTH 875     |                           | 2    |
|                    | A-32 | AUTO TAMPER              | PUQ PRESS          | 1-000-0402-3    | 100-115V, 50-60HZ/1-PHASE | 2    |
| KITCHEN            |      |                          |                    |                 |                           |      |
|                    | A-05 | BATCH BREWER             | MARCO JET 6        | JET 6           | 2.8KW-2230V-50HZ          | 1    |
|                    | A-9B | 30" ICE MACHINE          | MANITOWOC          | IYT0500A INDIGO | 115V, 11.5A               | 1    |
|                    | A-17 | DISHWASHER               | AUTOCHIOR          | U34             |                           | 1    |
|                    | A-25 | 52" FRIDGE               | BEVERAGE-AIR       | HBR49HC-1       | 115V, 5A, 60HZ/ 1-PHASE   | 1    |
|                    | A-27 | INDUCTION RANGE          | AVANTCO            | IC1800          |                           | 1    |
|                    | A-29 | PANINI GRILL             | WARING             | WPG300          | 240V                      | 1    |
|                    | A-34 | BATCH BREWER             | MARCO JET 6        | JET 6           | 2.8KW,230V-50HZ           | 1    |
|                    | A-38 | OVEN                     | TURBOCHEF          | SOTA            |                           | 1    |

| HARDWARE SCHEDULE |      |                      |                  |         |            |      |
|-------------------|------|----------------------|------------------|---------|------------|------|
| ROOM NAME         | ID   | ITEM                 | MANUFACTURER     | MODEL # | ELECTRICAL | QTY. |
| COFFEE SHOP       |      |                      |                  |         |            |      |
|                   | H-13 | POINT OF SALE SYSTEM | "TOAST" REGISTER |         |            | 1    |
|                   | H-36 | ELECTRIC SCALES      | JENNINGS         | CJ-4000 |            | 2    |

| PLUMBING SCHEDULE |      |   |               |         |      |
|-------------------|------|---|---------------|---------|------|
| ROOM NAME         | ID   | ITEM                                    | MANUFACTURER  | MODEL # | QTY. |
| BATHROOM          |      |   |               |         |      |
|                   | P-01 | TOILET                                  | T.B.D         | T.B.D   | 1    |
|                   | P-02 | SINK                                    | T.B.D         | T.B.D   | 1    |
| COFFEE SHOP       |      |   |               |         |      |
|                   | P-10 | PITCHER RINSER                          | T.B.D         | T.B.D   | 1    |
|                   | P-20 | HAND WASHING SINK                       | T.B.D         | T.B.D   | 1    |
|                   | P-23 | SPARKLING WATER FILLING STATION         |               |         | 1    |
|                   | P-40 | DROP-IN ICE BIN (62LB CAPACITY)         | ADVANCE TABCO | D-30IBL | 1    |
| KITCHEN           |      |   |               |         |      |
|                   | P-16 | 3 BAY DEEP WELL SINK                    | ADVANCE TABCO | 4-3-54  | 1    |
|                   | P-18 | REVERSE OSMOSIS WATER FILTRATION SYSTEM | T.B.D         | T.B.D   | 1    |
|                   | P-37 | 30 GALLON UNDER SINK GREASE TRAP        | T.B.D         | T.B.D   | 1    |

PLAN NOTES

- DIMENSION LINES ARE TO FACE OF STUD WALL, FACE OF RETAINING WALL AND/OR FACE OF CMU WALL.
- DIMENSIONS ARE TO GRIDLINES AND FACE OF WALLS/FRAMING.
- LOCATE ALL HOSE BIBS 18" MAX ABOVE FINISH GRADE.
- CONTRACTOR TO COORDINATE ALL MILLED STONE THRESHOLD LOCATIONS WITH STRUCTURAL; VERIFY DROPS IN SLAB AT ALL PLUSH CONDITIONS PRIOR TO FORMING SLAB.
- REFER TO INTERIOR ELEVATIONS FOR TREATMENTS AT WINDOW SILLS U.N.O.
- CONTRACTOR TO VERIFY ALL WINDOW PLACEMENTS WITH CENTER OF ROOM AT ALL WINDOWS AS INDICATED WITH CENTERLINE NOTATION. REFER TO WINDOW DETAILS AND COORDINATE WITH FRAMER AND MASON AS REQUIRED.
- CONTRACTOR TO VERIFY ALL REQUIRED DOOR AND WINDOW ROUGH OPENINGS WITH DOOR AND WINDOW SCHEDULE AND DETAILS.
- CONTRACTOR TO VERIFY ALL BLOCKING LOCATIONS FOR ACCESSORIES, ART, MIRRORS, DRAPERY RODS, ETC. WITH INTERIOR CONSULTANT AND OWNER PRIOR TO ENCLOSING ANY FRAMING.
- CONTRACTOR TO PROVIDE DRAIN AT ALL ICEMAKERS.
- 6" STUD WALL AT ALL DOOR LOCATIONS
- OPERABLE WOOD SHUTTERS TO BE COORDINATED WITH WINDOW SCHEDULE
- INSULATE ALL INTERIOR PARTITIONS FOR SOUND.



1 FIRST FLOOR  
SCALE: 1/4" = 1'-0"



201 Lipscomb St.  
Fort Worth TX, 76104  
(682) 224-2905  
info@dovetailds.com  
www.dovetailds.com

PROJECT:  
**JUSTIN COFFEE CO.**  
804 W. 1ST STREET  
JUSTIN , TX 76247  
Project Number: 06-22

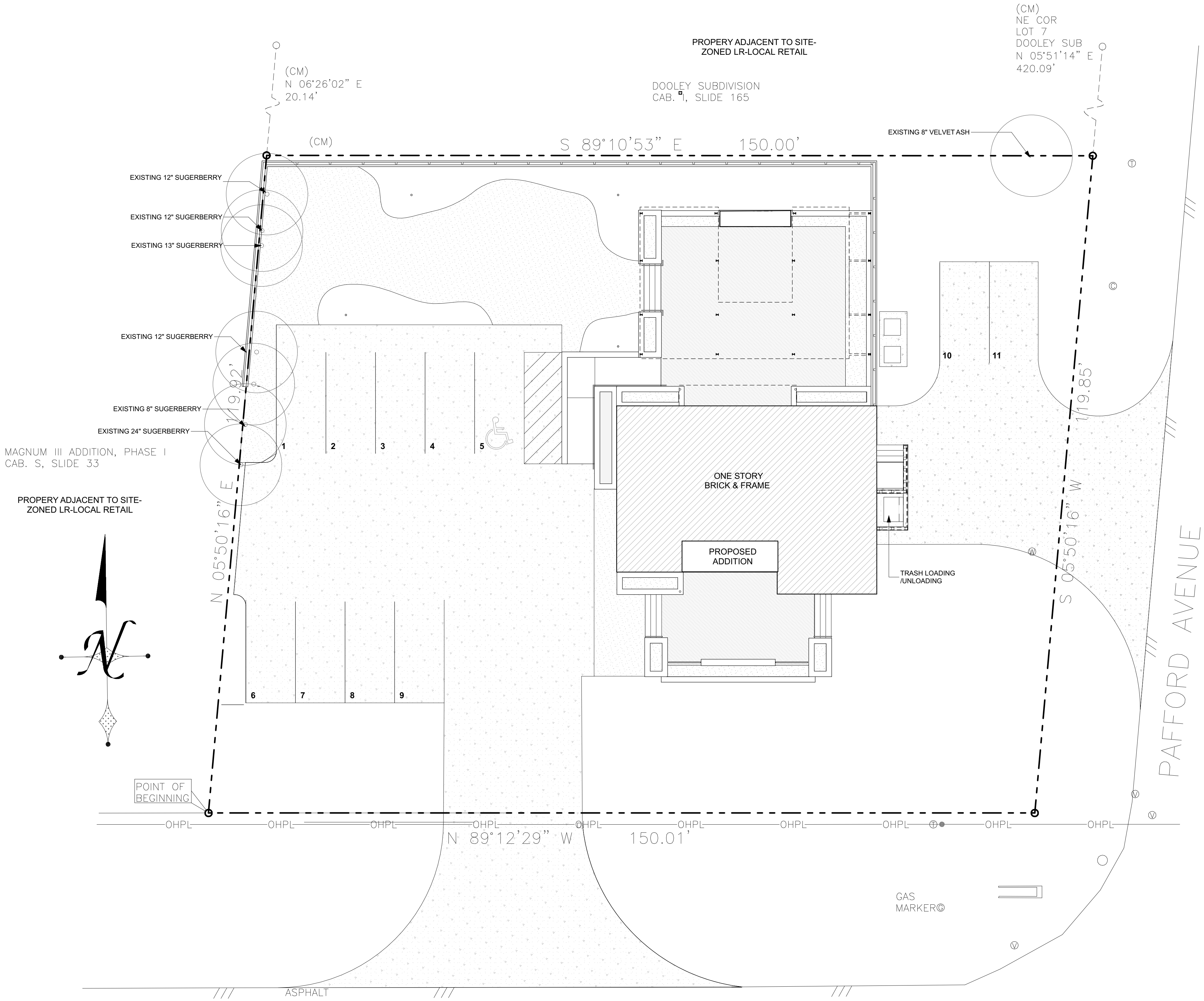
PRINTED: 1/11/2023

ISSUED:

FLOOR PLAN-PROPOSED

A1.0





| EXISTING TREES TO REMAIN |             |                |
|--------------------------|-------------|----------------|
| QTY.                     | COMMON NAME | SIZE & REMARKS |
| 7                        | SUGARBERRY  | 8"-24"         |
| 1                        | VELVET ASH  | 8"             |





1 LANDSCAPE PLAN  
1" = 10'

| LANDSCAPE LEGEND |                  |                                      |
|------------------|------------------|--------------------------------------|
| PLANTING TYPE    |                  |                                      |
| CT-01            | CANOPY TREE      | CEDAR ELM, LIVE OAK 'HIGH RISE'      |
| UST-01           | UNDERSTORY TREE  | VITEX TREE                           |
| SH-01            | SCREENING SHRUBS | GULF MUHLY, AUTUMN SAGE, SILVERMOUNT |

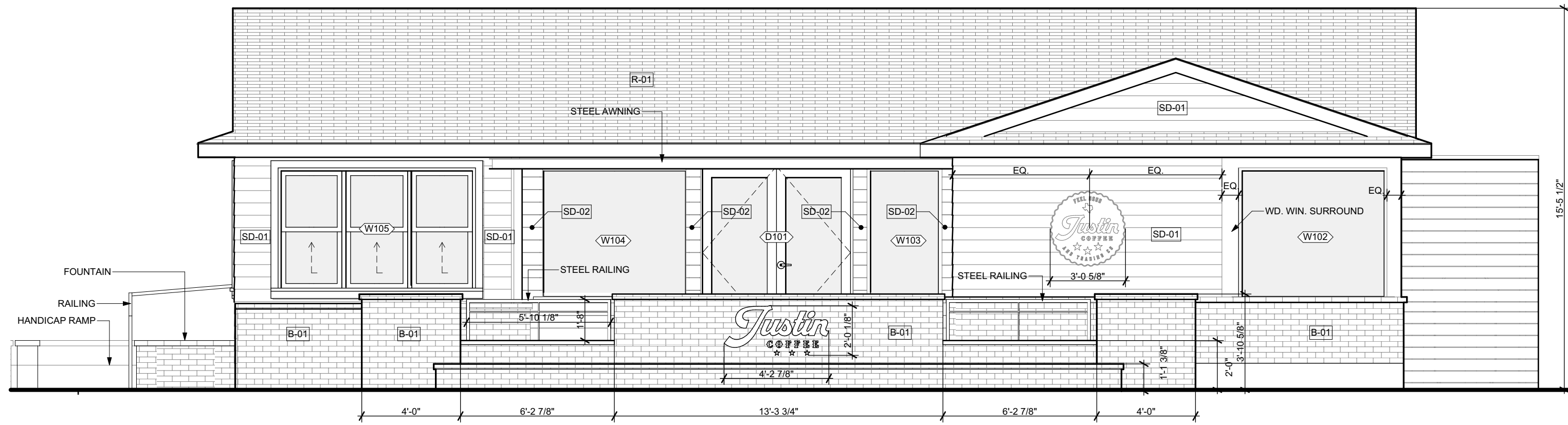
| STREET BUFFER REQUIREMENT |  |                       |          |
|---------------------------|--|-----------------------|----------|
| STANDARD                  |  | REQUIRED BUFFER WIDTH | PROVIDED |
| WEST 1ST STREET           |  | 20 FT.                | 20 FT.   |
| PAFFORD AVENUE            |  | 20 FT.                | 20 FT.   |

| STREET BUFFER LANDSCAPE        |                             |  |                                      |
|--------------------------------|-----------------------------|--|--------------------------------------|
| STANDARD                       | STREET FRONTAGE LINEAR FEET | REQUIRED   | PROVIDED                             |
| 4 CANOPY TREES PER 100 LF      | WEST 1ST STREET=150 LF      | 150/100= 1.5<br>1.5 x 4= 6 CANOPY TREES<br>1.5 x 4= 6 UNDERSTORY TREES | 6 CANOPY TREES<br>6 UNDERSTORY TREES |
|                                | PAFFORD AVE.=120 LF         | 120/100= 1.2<br>1.2 x 4= 5 CANOPY TREES<br>1.2 x 4= 5 UNDERSTORY TREES | 5 CANOPY TREES<br>5 UNDERSTORY TREES |
| 10 SCREENING SHRUBS PER 100 LF | WEST 1ST STREET=150 LF      | 150/100= 1.5<br>1.5 x 10= 15 SHRUBS                                    | 15 SHRUBS                            |
|                                | PAFFORD AVE.=120 LF         | 120/100= 1.2<br>1.2 x 10= 12 SHRUBS                                    | 12 SHRUBS                            |

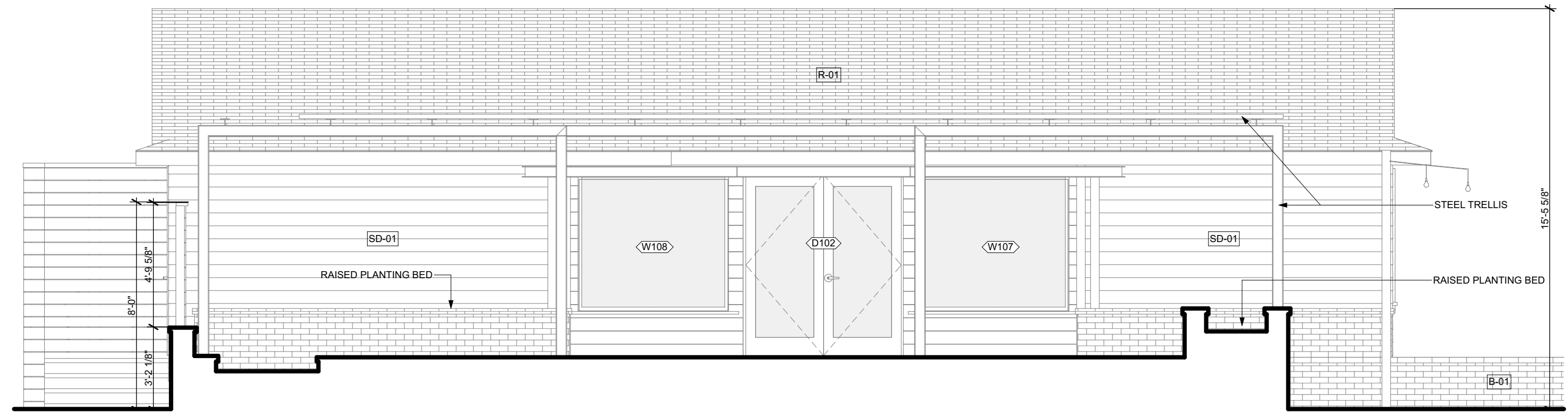
| REAR YARD BUFFER LANDSCAPE     |                           |  |                                      |
|--------------------------------|---------------------------|--|--------------------------------------|
| STANDARD                       | PROPERTY LINE LINEAR FEET | REQUIRED   | PROVIDED                             |
| 4 CANOPY TREES PER 100 LF      | 150 LF                    | 150/100= 1.5<br>1.5 x 4= 6 CANOPY TREES<br>1.5 x 4= 6 UNDERSTORY TREES | 6 CANOPY TREES<br>6 UNDERSTORY TREES |
| 12 SCREENING SHRUBS PER 100 LF | 150 LF                    | 150/100= 1.5<br>1.5 x 12= 18 SHRUBS                                    | 18 SHRUBS                            |

| INTERIOR LANDSCAPE                  |                    |                            |                     |
|-------------------------------------|--------------------|----------------------------|---------------------|
| 10% OF LOT AREA SHALL BE LANDSCAPED | 17,912 SF          | 17,912 SF X 0.10= 1,791 SF | 5,388 SF            |
| 1 CANOPY TREE PER 600 SF            | 17,912 SF REQUIRED | 17,912 SF/600 = 30         | 30 CANOPY TREES     |
| 1 UNDERSTORY TREE PER 300 SF        |                    | 17,912 SF/300 = 60         | 60 UNDERSTORY TREES |

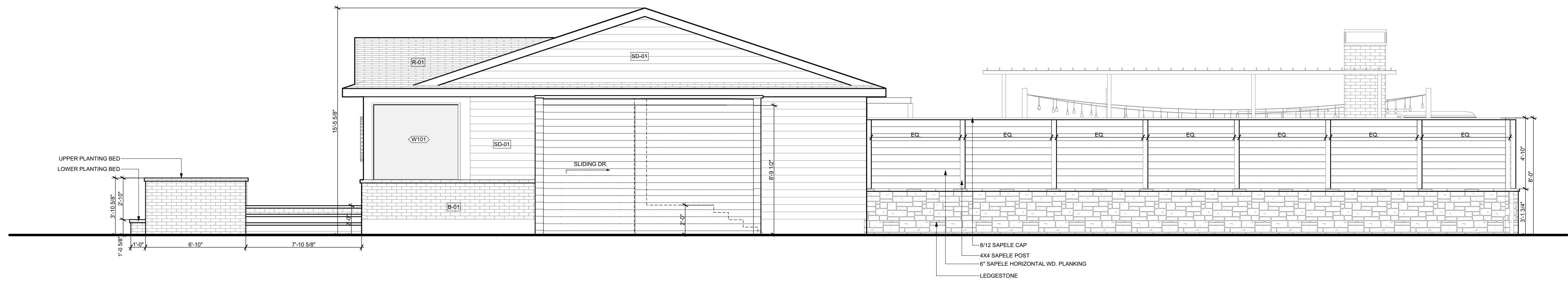




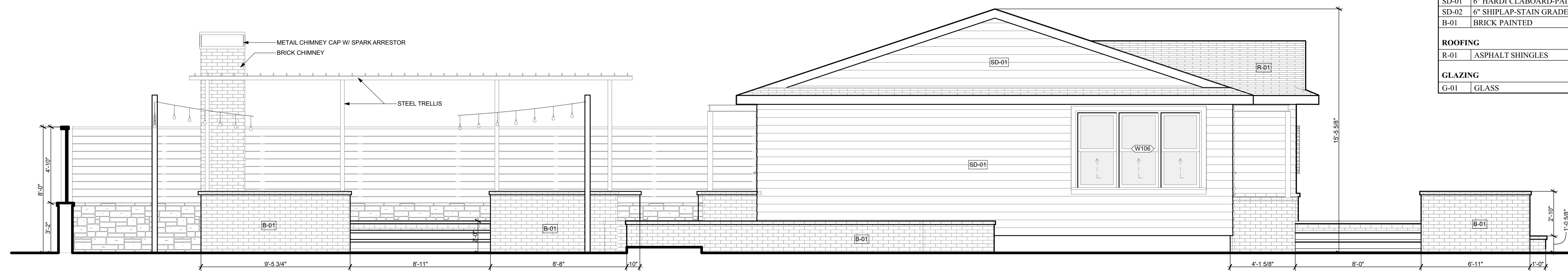
1 SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



3 EAST ELEVATION  
SCALE: 1/4" = 1'-0"



4 WEST ELEVATION  
SCALE: 1/4" = 1'-0"

| BUILDING MATERIALS |                           |                          |      |       |      |
|--------------------|---------------------------|--------------------------|------|-------|------|
|                    |                           | MATERIAL % PER ELEVATION |      |       |      |
|                    |                           | NORTH                    | EAST | SOUTH | WEST |
| EXTERIOR CLADDING  |                           |                          |      |       |      |
| SD-01              | 6" HARDI CLABOARD-PAINTED | 37%                      | 56%  | 33%   | 56%  |
| SD-02              | 6" SHIPLAP-STAIN GRADE    | 0%                       | 0%   | 2%    | 0%   |
| B-01               | BRICK PAINTED             | 11%                      | 13%  | 17%   | 23%  |
| ROOFING            |                           |                          |      |       |      |
| R-01               | ASPHALT SHINGLES          | 36%                      | 8%   | 33%   | 8%   |
| GLAZING            |                           |                          |      |       |      |
| G-01               | GLASS                     | 16%                      | 7%   | 15%   | 13%  |





415 N. College Ave  
Justin, Texas 76247  
(940) 648-2541

# City of Justin Variance Application

Reference #: 22-001013

FEEL GOOD PROPERTIES, LLC

Variance Requestor

P.O. BOX 1566, GRAPEVILLE, TX 76079

Address

(817) 829-6944

Telephone #

Email

A1359A WILSON, TR 7, OLD DCKD TR #3B(1) .41 ACRES

Lot(s)

Blocks(s)

Acreage

Requested Variance

1) LOADING/UNLOADING AND EMPLOYEE PARKING IS WITHIN BUFFER ZONE  
ON PARKED AVE.

2) FENCE CONSTRUCTION ON THE NORTH PROPERTY LINE IS PROPOSED TO BE MASSIVE WITH WOOD PLANKING.

Reason for Variance Request

1) TO SEPARATE THE SERVICE ACCESS FROM GUEST ACCESS. 2) TO MAINTAIN A CONSISTENT  
DESIGN STYLE WITH THE REST OF  
THE PROPERTY.

Please attach all necessary supporting documents

Property Owner Information: (For multiple owners - submit info on each owner)

FEEL GOOD PROPERTIES LLC

Name

P.O. BOX 1566, GRAPEVILLE, TX 76079

Address

(817) 829-6944

Telephone #

Email

Bcunningham@eklands.com

If the property owner(s) is(are) represented by an authorized agent, please complete the following:

Agent Name

Agent's Address

Agent Title

Telephone #

Email

I, the undersigned, do hereby certify that I am the authorized Applicant/Owner/Agent of the property above described on the date of this application.

Signature of Applicant, Owner, or Authorized Agent

Date

11/16/2022

## Planning Official

Fee: \$ \_\_\_\_\_

Date of BOA Hearing

Signature of Planning Official

## \*\*FOR OFFICE USE ONLY\*\*

Received By

Date Received

Date Approved

Date Paid

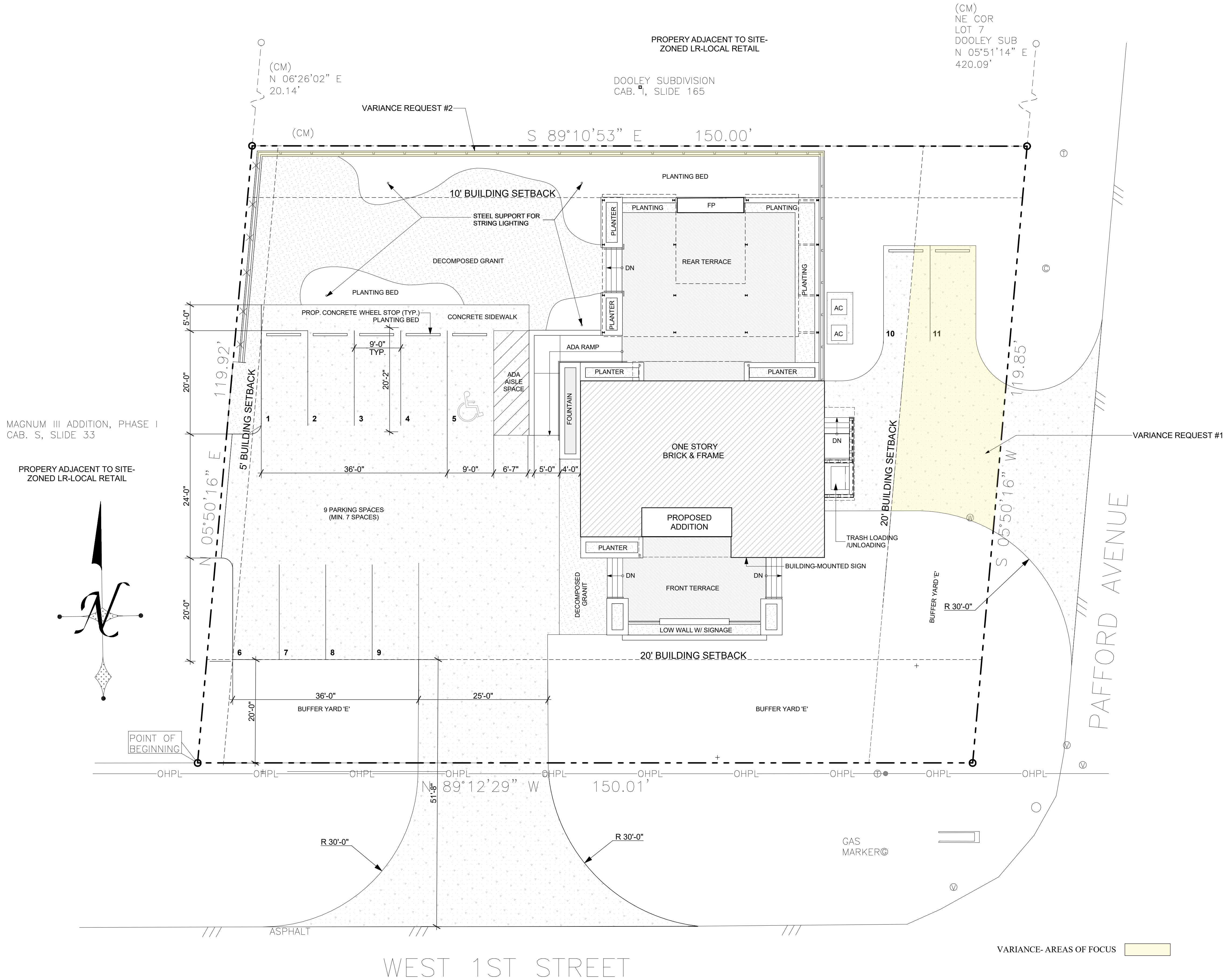
☐ Cash

☐ CC

☐ Check #(s): \_\_\_\_\_

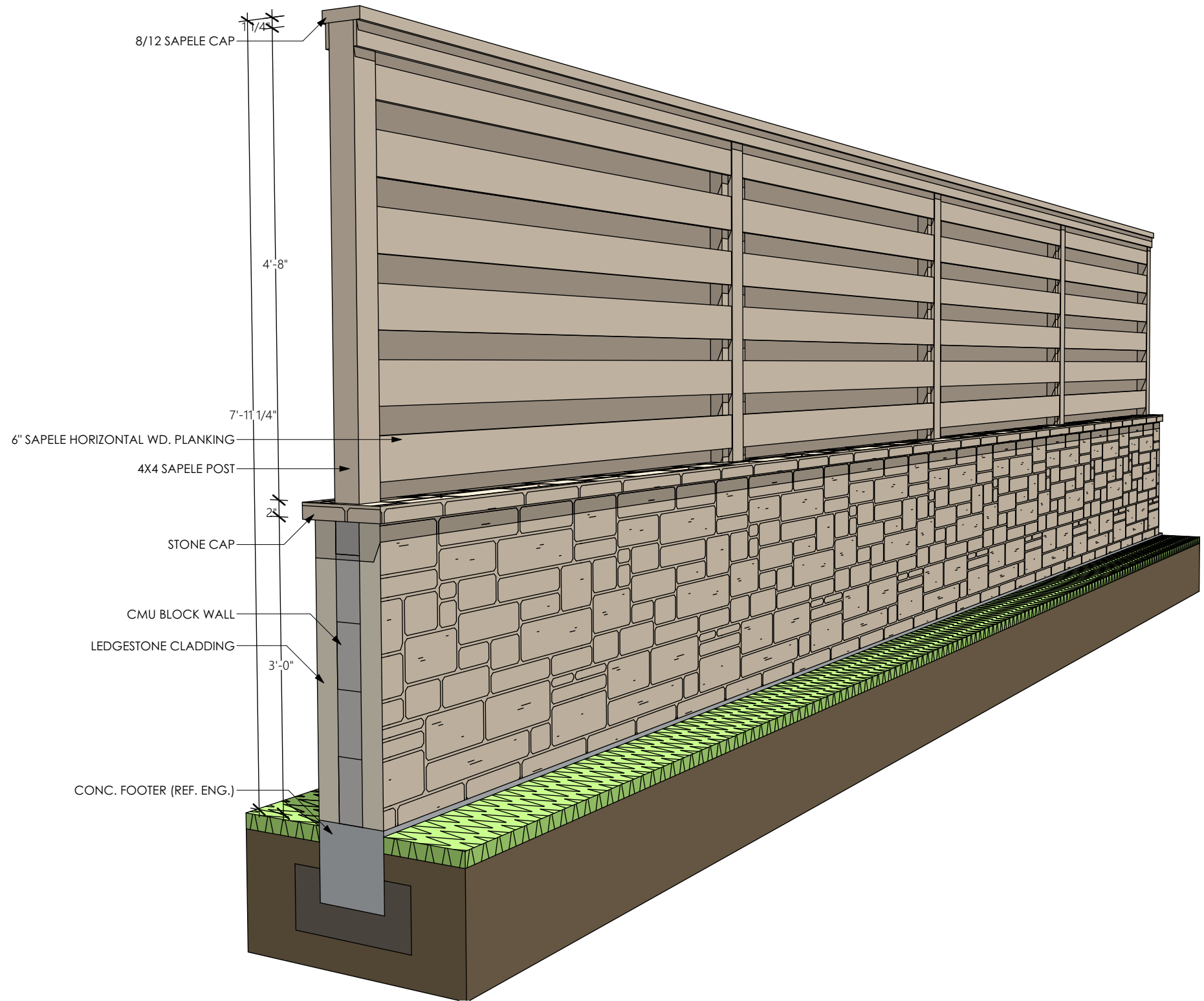


CONCEPTUAL ONLY TO SHOW  
VARIANCES



1 SITE PLAN  
1" = 10'





1

# FENCE DETAIL

1/8" = 1'-0"



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**Sec. 52.205. Uses of buffer yards.**

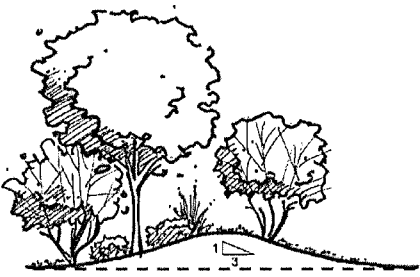
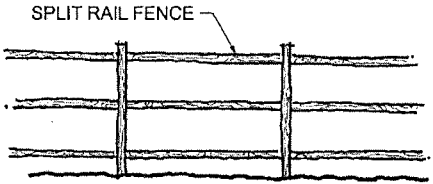
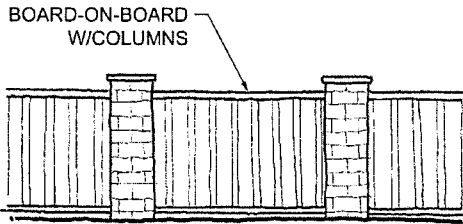
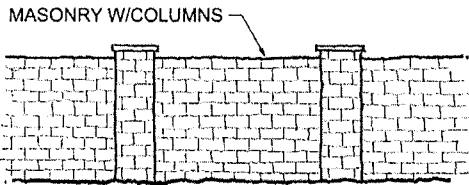
A buffer yard may be used for passive recreation, such as pedestrian, bike or equestrian trails, provided that (a) no plant material is eliminated, (b) the total width of the buffer yard is maintained, and all other requirements of this section are met. Buffer yards may not be used for play fields, stables, swimming pools, tennis courts, accessory buildings, parking facilities or trash dumpster locations.

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



| Zoning of<br>Developing Tract  | Existing Adjacent Zoning |        |    |    |    |
|--------------------------------|--------------------------|--------|----|----|----|
| SF-LL, SF-1,<br>SF-1A, SF2, 2F | MF                       | LR, GB | LI | MH |    |
| SF-OT                          | *                        | F1     | F1 | F2 |    |
| SF-LL, SF-1, SF-1A, SF-2, 2F   | *                        | F2     | F2 | F2 |    |
| MF                             | F2                       | A      | F2 | F2 |    |
| LR, GB                         | F2                       | F2     | A  | B  | F2 |
| LI                             | F2                       | F2     | F2 | A  | F1 |
| MH                             | F2                       | D      | A  | F1 | A  |

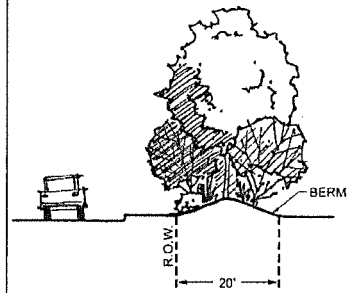
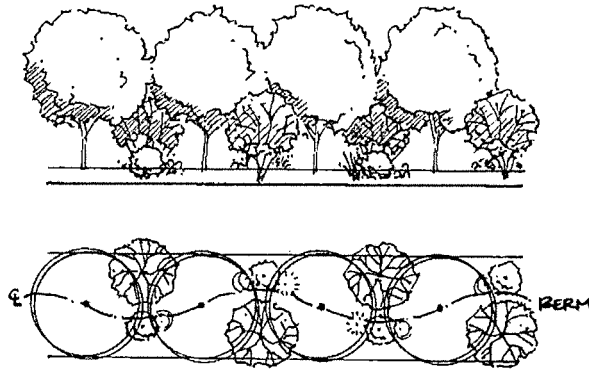


| Structure Type | Typical Examples  | Notes   |
|----------------|---|---|
| E (Berm)       |    | Berms shall be a min. three (3) feet in height, curvilinear in plan and non-continuous in profile (no more than 75% of the buffer yard length), with a maximum side-slope of 3:1.                                     |
| F1 (Fence)     |    | Split-rail fences shall be four (4) feet in height, all other types shall be six (6) feet in height.<br>If completed finish differs from side-to-side, the less-finished side shall face the more intensive land-use. |
| F1 (Fence)     |    |   |
| F2 (Wall)      |  |   |



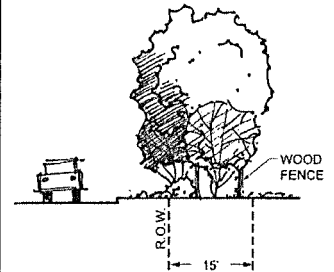
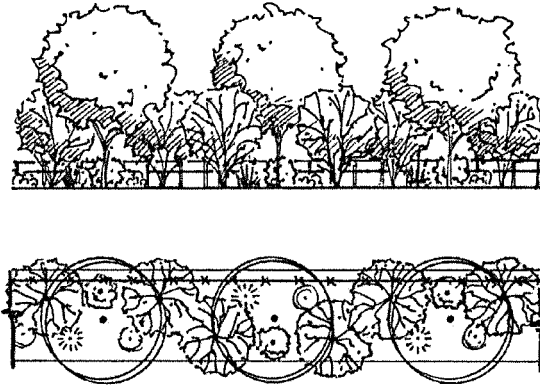
### Buffer Yard 'E'

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



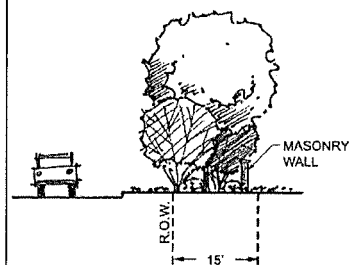
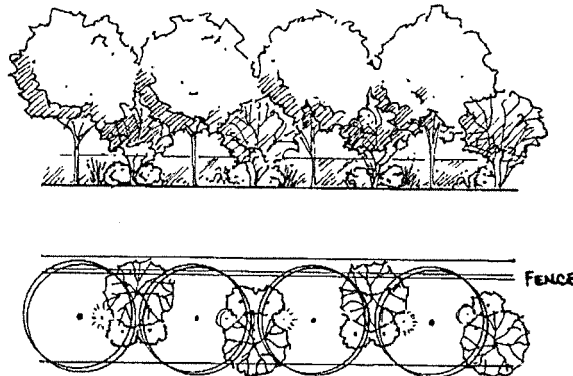
### Buffer Yard 'F1'

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



### Buffer Yard 'F2'

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





City Council Meeting

February 14, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 8

Title: Consider and take appropriate action to award contract to Excel 4 Construction in the amount of \$850,004.10 for the sewer rehabilitation project.

Department: Public Works

Contact: Director of Public Works, Josh Little

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Recommendation: Award contract to Excel 4 Construction for the sewer rehabilitation project in the amount of \$850,004.10.

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Background:

The Old Town Area has several deteriorating aging concrete sewer lines. This project is the proposed first of many that are intended to reduce the volume of “inflow & infiltration” (of groundwater and storm water) into the city’s sewer system.

This project is to replace the old concrete sewer lines in old town. The original estimate was around \$500, 000, but the lowest bid came in at \$850,004.10 that includes a 10% contingency. There is \$577, 250 left in State and Local Fiscal Recovery Funds (SLRF) which was set aside for this project. To cover the remaining funds, we would utilize the \$300,000 budgeted in wastewater capital outlay for planned work on the lift stations. The lift station project will move to next fiscal year.

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City Attorney Review: N/A

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Attachments:

1. Pacheco Koch recommendation letter
2. Bid Tabulation
3. Updated Project layout







February 7, 2023  
PK No.: 3340-22.165

**Mr. Josh Little**  
**Director of Public Works**  
**CITY OF JUSTIN**  
415 N. College Avenue  
Justin, Texas 76247

Re: **JUSTIN OLD TOWN SANITARY SEWER REHABILITATION**  
**RECOMMENDATION OF AWARD**  
*Justin, Denton County, Texas*

Dear Mr. Little:

**BID RESULTS**

Attached is the Bid Tabulation for the bids received December 8, 2022 for the referenced project for your use. The quantities were adjusted as shown in the attached exhibit to allow the project to be completed within budget. This was achieved by excluding some of the sewer lines.

The lowest responsive Bid received for the project was from Excel 4 Construction. Based on the estimated quantities in the Bid Proposal and the unit prices bid by Excel 4 Construction, the adjusted base bid was \$772,731.


**CONTRACTOR QUALIFICATIONS**

Excel 4 Construction, provided a list of experience and references for this project. Pacheco Koch called some of the various references and verified experience and the references' opinion of the work performed by the contractor which was generally described as positive and had good experience thus far with the contractor.

**RECOMMENDATION**

Based on the information we have received to date, we see no reason not to award a contract for the referenced project to Excel 4 Construction either for the adjusted Bid Amount of \$772,731.


Should you have any questions about the information contained herein, please do not hesitate to call.



Christopher J. Cha, P.E.

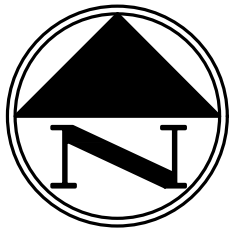
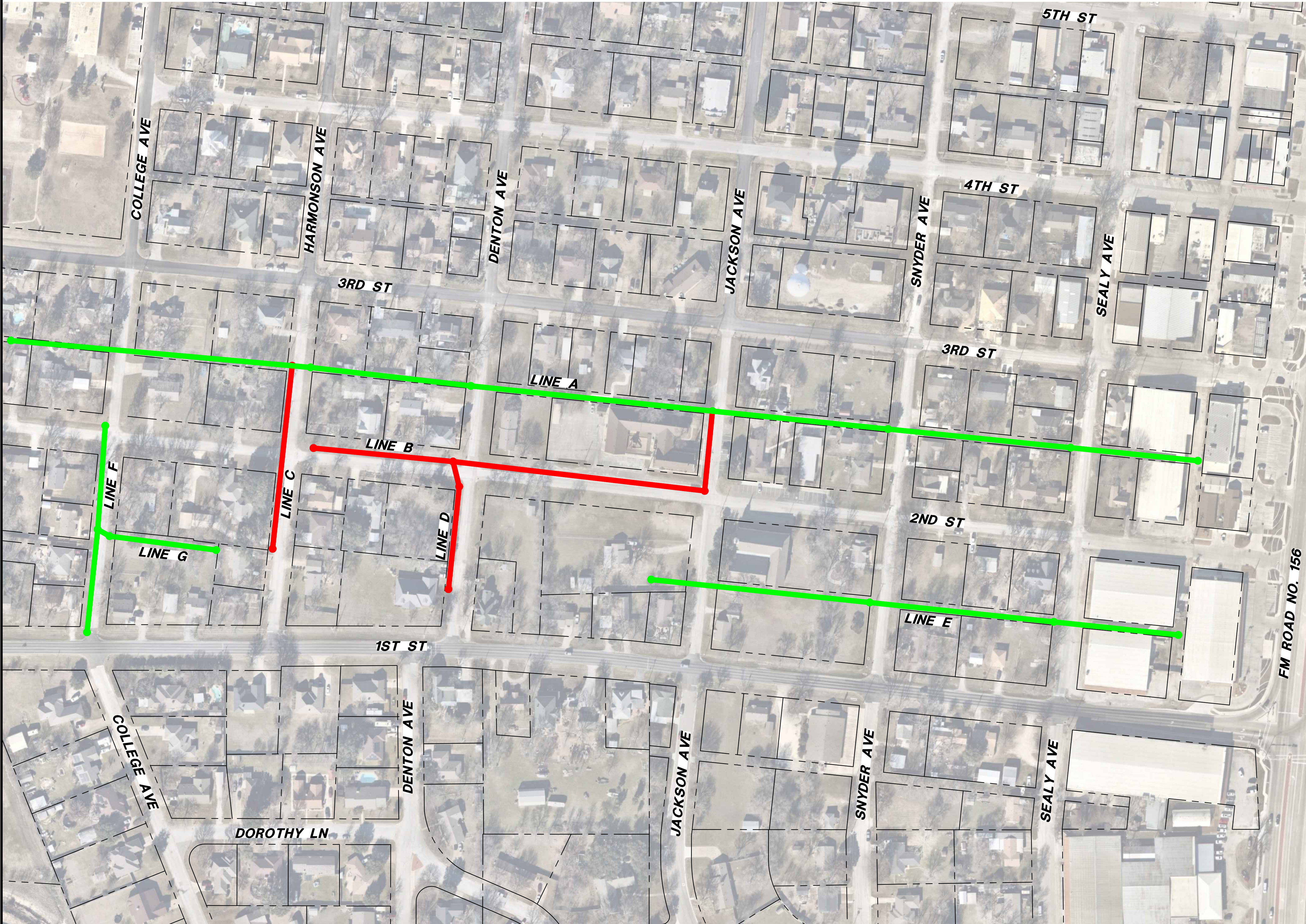
Attachments:  
Bid Tabulation  
Xc: File



| CITY OF JUSTIN, TEXAS   |   |         |      | BID TABULATION  |              |             |               |  |               |  |               | <br>DALLAS • FORT WORTH • HOUSTON |                 |   |                 |   |                 |   |              |  |              |
|---|---|---------|------|---|--------------|-------------|---------------|--|---------------|--|---------------|--|-----------------|---|-----------------|---|-----------------|---|--------------|--|--------------|
| Justin Old Town Sanitary Sewer Rehabilitation<br>PK No. 3340-22.165 |   |         |      | BIDS OPENED: December 8, 2022<br>CONTRACT TIME: 110 Calendar Days |              |             |               | GREEN DREAM<br>570 WINDSOR PL<br>ALLEN, TX 75002 |               | EXCEL 4 CONSTRUCTION<br>PO BOX 4739<br>FORT WORTH TX |               | BRISTOW CONTRACTING LLC<br>PO BOX 265<br>ALEDO TX  |                 | 2R CONSTRUCTION<br>3009 NATHAN DR<br>WYLIE TX |                 | A&M CONSTRUCTION<br>4950 GRISHAM DR<br>ROWLETT TX |                 | CANARY CONSTRUCTION<br>802 N KEALY AVE<br>LEWISVILLE TX |              | ATKINS BROS EQUIP<br>PO BOX 990<br>MIDLOTHIAN TX |              |
| ITEM  | DESCRIPTION   | BID QTY | UNIT | UNIT PRICE  | TOTAL AMOUNT | UNIT PRICE  | TOTAL AMOUNT  | UNIT PRICE                                       | TOTAL AMOUNT  | UNIT PRICE   | TOTAL AMOUNT  | UNIT PRICE   | TOTAL AMOUNT    | UNIT PRICE                                    | TOTAL AMOUNT    | UNIT PRICE  | TOTAL AMOUNT    | UNIT PRICE  | TOTAL AMOUNT | UNIT PRICE                                       | TOTAL AMOUNT |
| 1   | Mobilization  | 1       | LS   | NON-RESPONSIVE  |              | \$10,000.00 | \$ 10,000.00  | \$12,000.00                                      | \$ 12,000.00  | \$125,000.00   | \$ 125,000.00 | \$63,200.00  | \$ 63,200.00    | \$40,000.00                                   | \$ 40,000.00    | \$20,000.00                                       | \$ 20,000.00    |   |              |  |              |
| 2   | Traffic Control   | 1       | LS   |   |              | \$ 7,500.00 | \$ 7,500.00   | \$12,500.00                                      | \$ 12,500.00  | \$ 17,000.00   | \$ 17,000.00  | \$10,000.00  | \$ 10,000.00    | \$ 6,500.00                                   | \$ 6,500.00     | \$ 5,000.00                                       | \$ 5,000.00     |   |              |  |              |
| 3   | Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP) | 1       | LS   |   |              | \$ 8,000.00 | \$ 8,000.00   | \$ 8,500.00                                      | \$ 8,500.00   | \$ 5,200.00  | \$ 5,200.00   | \$ 8,000.00  | \$ 8,000.00     | \$ 8,500.00                                   | \$ 8,500.00     | \$ 5,000.00                                       | \$ 5,000.00     |   |              |  |              |
| 4   | General Site Preparation  | 1       | LS   |   |              | \$38,000.00 | \$ 38,000.00  | \$10,000.00                                      | \$ 10,000.00  | \$ 25,000.00   | \$ 25,000.00  | \$15,000.00  | \$ 15,000.00    | \$ 9,000.00                                   | \$ 9,000.00     | \$ 1,000.00                                       | \$ 1,000.00     |   |              |  |              |
| 5   | Project Signs   | 2       | EA   |   |              | \$ 700.00   | \$ 1,400.00   | \$ 1,250.00                                      | \$ 2,500.00   | \$ 700.00  | \$ 1,400.00   | \$ 700.00  | \$ 1,400.00     | \$ 1,550.00                                   | \$ 3,100.00     | \$ 1,000.00                                       | \$ 2,000.00     |   |              |  |              |
| 6   | 8" PVC SDR 26 Sanitary Sewer Pipe By Open Cut                           | 2,949   | LF   |   |              | \$ 78.00    | \$ 230,022.00 | \$ 75.00   | \$ 221,175.00 | \$ 107.65  | \$ 317,459.85 | \$ 96.25   | \$ 283,841.25   | \$ 125.00                                     | \$ 368,625.00   | \$ 142.00   | \$ 418,758.00   |   |              |  |              |
| 7   | 8" HDPE Sanitary Sewer Pipe By Pipe Burst                               | 1,057   | LF   |   |              | \$ 74.00    | \$ 78,218.00  | \$ 117.00  | \$ 123,669.00 | \$ 93.55   | \$ 98,882.35  | \$ 110.50  | \$ 116,798.50   | \$ 225.00                                     | \$ 237,825.00   | \$ 210.00   | \$ 221,970.00   |   |              |  |              |
| 8   | Remove Sanitary Sewer Manhole   | 7       | EA   |   |              | \$ 500.00   | \$ 3,500.00   | \$ 550.00  | \$ 3,850.00   | \$ 850.00  | \$ 5,950.00   | \$ 1,950.00  | \$ 13,650.00    | \$ 1,500.00                                   | \$ 10,500.00    | \$ 5,000.00                                       | \$ 35,000.00    |   |              |  |              |
| 9   | Remove Sanitary Sewer Main  | 2,949   | LF   |   |              | \$ 12.00    | \$ 35,388.00  | \$ 8.00  | \$ 23,592.00  | \$ 10.00   | \$ 29,490.00  | \$ 13.25   | \$ 39,074.25    | \$ 25.00                                      | \$ 73,725.00    | \$ 4.00   | \$ 11,796.00    |   |              |  |              |
| 10  | 5' Diameter Sanitary Sewer Manhole                                      | 2       | EA   |   |              | \$ 9,800.00 | \$ 19,600.00  | \$14,400.00                                      | \$ 28,800.00  | \$ 9,750.00  | \$ 19,500.00  | \$10,280.00  | \$ 20,560.00    | \$14,000.00                                   | \$ 28,000.00    | \$17,000.00                                       | \$ 34,000.00    |   |              |  |              |
| 11  | 4' Diameter Sanitary Sewer Manhole                                      | 13      | EA   |   |              | \$ 8,600.00 | \$ 111,800.00 | \$11,300.00                                      | \$ 146,900.00 | \$ 7,050.00  | \$ 91,650.00  | \$ 7,580.00  | \$ 98,540.00    | \$ 8,000.00                                   | \$ 104,000.00   | \$15,000.00                                       | \$ 195,000.00   |   |              |  |              |
| 12  | 5' Diameter Sanitary Sewer Drop Manhole                                 | 2       | EA   |   |              | \$12,500.00 | \$ 25,000.00  | \$15,100.00                                      | \$ 30,200.00  | \$ 10,850.00   | \$ 21,700.00  | \$ 8,153.25  | \$ 16,306.50    | \$15,000.00                                   | \$ 30,000.00    | \$18,500.00                                       | \$ 37,000.00    |   |              |  |              |
| 13  | Post CCTV of Sanitary Sewer   | 4,006   | LF   |   |              | \$ 1.00     | \$ 4,006.00   | \$ 1.15  | \$ 4,606.90   | \$ 2.50  | \$ 10,015.00  | \$ 3.75  | \$ 15,022.50    | \$ 2.00                                       | \$ 8,012.00     | \$ 3.00   | \$ 12,018.00    |   |              |  |              |
| 14  | Pre CCTV of Sanitary Sewer  | 4,006   | LF   |   |              | \$ 3.00     | \$ 12,018.00  | \$ 1.15  | \$ 4,606.90   | \$ 3.00  | \$ 12,018.00  | \$ 4.00  | \$ 16,024.00    | \$ 2.00                                       | \$ 8,012.00     | \$ 4.00   | \$ 16,024.00    |   |              |  |              |
| 15  | Trench Safety   | 2,949   | LF   |   |              | \$ 1.00     | \$ 2,949.00   | \$ 5.00  | \$ 14,745.00  | \$ 3.50  | \$ 10,321.50  | \$ 1.65  | \$ 4,865.85     | \$ 2.00                                       | \$ 5,898.00     | \$ 1.00   | \$ 2,949.00     |   |              |  |              |
| 16  | 6' Wide Residential Asphalt Repair                                      | 263     | LF   |   |              | \$ 60.00    | \$ 15,780.00  | \$ 225.00  | \$ 59,175.00  | \$ 57.00   | \$ 14,991.00  | \$ 71.50   | \$ 18,804.50    | \$ 200.00                                     | \$ 52,600.00    | \$ 77.00  | \$ 20,251.00    |   |              |  |              |
| 17  | Flex Base Driveway Approach   | 40      | SY   |   |              | \$ 35.00    | \$ 1,400.00   | \$ 50.00   | \$ 2,000.00   | \$ 37.50   | \$ 1,500.00   | \$ 35.00   | \$ 1,400.00     | \$ 95.00                                      | \$ 3,800.00     | \$ 81.00  | \$ 3,240.00     |   |              |  |              |
| 18  | Asphalt Driveway Approach   | 20      | SY   |   |              | \$ 80.00    | \$ 1,600.00   | \$ 215.00  | \$ 4,300.00   | \$ 89.00   | \$ 1,780.00   | \$ 60.00   | \$ 1,200.00     | \$ 200.00                                     | \$ 4,000.00     | \$ 150.00   | \$ 3,000.00     |   |              |  |              |
| 19  | 4" Topsoil  | 2,415   | SY   |   |              | \$ 8.00     | \$ 19,320.00  | \$ 9.00  | \$ 21,735.00  | \$ 8.00  | \$ 19,320.00  | \$ 16.00   | \$ 38,640.00    | \$ 5.00                                       | \$ 12,075.00    | \$ 17.00  | \$ 41,055.00    |   |              |  |              |
| 20  | Hydromulch Seeding  | 2,415   | SY   |   |              | \$ 2.00     | \$ 4,830.00   | \$ 9.00  | \$ 21,735.00  | \$ 2.50  | \$ 6,037.50   | \$ 16.75   | \$ 40,451.25    | \$ 3.00                                       | \$ 7,245.00     | \$ 2.00   | \$ 4,830.00     |   |              |  |              |
| 21  | Water Main Lowering   | 9       | EA   |   |              | \$ 9,100.00 | \$ 81,900.00  | \$ 5,100.00                                      | \$ 45,900.00  | \$ 5,350.00  | \$ 48,150.00  | \$ 5,601.75  | \$ 50,415.75    | \$ 3,500.00                                   | \$ 31,500.00    | \$ 3,500.00                                       | \$ 31,500.00    |   |              |  |              |
| 22  | 4" Sanitary Sewer Service Lines   | 50      | EA   |   |              | \$ 710.00   | \$ 35,500.00  | \$ 1,050.00                                      | \$ 52,500.00  | \$ 1,200.00  | \$ 60,000.00  | \$ 1,308.50  | \$ 65,425.00    | \$ 1,560.00                                   | \$ 78,000.00    | \$ 1,000.00                                       | \$ 50,000.00    |   |              |  |              |
| 23  | Sanitary Sewer One Way Service cleanout                                 | 50      | EA   |   |              | \$ 500.00   | \$ 25,000.00  | \$ 550.00  | \$ 27,500.00  | \$ 750.00  | \$ 37,500.00  | \$ 1,308.50  | \$ 65,425.00    | \$ 850.00                                     | \$ 42,500.00    | \$ 1,100.00                                       | \$ 55,000.00    |   |              |  |              |
|   | TOTAL BID   |         |      |   | \$ -         |             | \$ 772,731.00 |  | \$ 882,489.80 |  | \$ 979,865.20 |  | \$ 1,004,044.35 |   | \$ 1,173,417.00 |   | \$ 1,226,391.00 |   |              |  |              |
|   |   |         |      |   |              |             |               |  |               |  |               |  |                 |   |                 |   |                 |   |              |  |              |
|   | 5% BID SECURITY   |         |      |   | 5% BOND      |             | 5% BOND       |  | 5% BOND       |  | 5% BOND       |  | 5% BOND         |   | 5% BOND         |   | 5% BOND         |   |              |  |              |
|   | ADDENDA ACKNOWLEDGED  |         |      |   |              |             | YES           |  | YES           |  | YES           |  | YES             |   | YES             |   | YES             |   |              |  |              |



CEWOMACK  
01/26/2023 9:24AM  
M:\DWG-33\3340-22\165\SS UPDATED LAYOUT.DWG



LEGEND

- SANITARY SEWER LINES TO REMAIN
- SANITARY SEWER LINES TO BE REMOVED

**PRELIMINARY**  
NOT FOR CONSTRUCTION  
THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.  
PLANS PREPARED UNDER THE DIRECT SUPERVISION OF CHRISTOPHER J. CHA, P.E.  
TEXAS REGISTRATION NO. 112732  
DATE: 01/27/2023

|     |      |          |
|-----|------|----------|
|     |      |          |
|     |      |          |
|     |      |          |
| NO. | DATE | REVISION |

4060 BRYANT IRVIN ROAD  
FORT WORTH, TX 76109 817.412.7155  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

SANITARY SEWER EXHIBIT

|   |       |              |             |           |
|---|-------|--------------|-------------|-----------|
| JUSTIN OLD TOWN SANITARY SEWER REHABILITATION |       |              |             |           |
| CITY OF JUSTIN, DENTON COUNTY, TEXAS          |       |              |             |           |
| DESIGN  | DRAWN | DATE         | JOB NO.     | SHEET NO. |
| CEW   | CEW   | JANUARY 2023 | 3340-22.165 |           |

JUSTIN OLD TOWN SANITARY SEWER REHABILITATION



City Council Meeting

February 14, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 9

Title: Consider and take appropriate action on Resolution 600-23, a resolution providing for the redemption of certain outstanding obligations of the City of Justin, Texas; and resolving other matters incident and related to the redemption of such obligations. (Justin Timberbrook IA#2)

Department: Finance

Contact: Finance Director, Josh Armstrong

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Recommendation: To approve the resolution

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Background: We've had a large prepayment in the Major Improvement Area/Improvement Area #2 portion of the Timberbrook PID, in addition to one residential prepayment. Since it's such a large prepayment amount, it would be preferable to redeem those bonds as soon as possible instead of waiting for the SAP Update this summer in order to stop accruing interest on that portion of the bonds.

This resolution pertains to Justin Timberbrook IA#2 for a redemption amount of \$762,000.

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City Attorney Review: N/A

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Attachments:

1. Resolution 600-23



RESOLUTION NO. 600-23

A RESOLUTION providing for the redemption of certain outstanding obligations of the City of Justin, Texas; and resolving other matters incident and related to the redemption of such obligations.

WHEREAS, the City of Justin, Texas (the "City") has issued and there are currently outstanding certain obligations more particularly described as follows: "City of Justin, Texas, Special Assessment Revenue Bonds, Series 2021 (Timberbrook Public Improvement District No. 1 Improvement Area #2 Project), dated September 1, 2021, being a portion of such bonds maturing on September 1 in each of the years 2026, 2031, 2041, and 2051 and aggregating in the principal amount of \$762,000.00 (the "Redeemed Bonds"); and

WHEREAS, the Redeemed Bonds were authorized, issued, sold and delivered subject to the right and authority of the City to redeem the same prior to maturity pursuant to the extraordinary optional redemption provisions, as provided in the Indenture of Trust, dated as of September 1, 2021 (the "Indenture"), between the City and Wilmington Trust, National Association (the "Trustee"); and

WHEREAS, the City Council (the "Council") hereby finds and determines that the Redeemed Bonds, selected on a pro rata basis from all the outstanding maturities, should be redeemed prior to their maturities on the date and in the manner hereinafter provided and in accordance with the requirements prescribed therefor in the Indenture, and notice of redemption of such Redeemed Bonds should be authorized; now, therefore,

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

SECTION 1: The Redeemed Bonds shall be redeemed and the same are hereby called for redemption on April 1, 2023, at the price of par and accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Resolution, including the suggested form of notice of redemption to be sent to the holders of the Redeemed Bonds attached hereto as **Exhibit A**, which is incorporated herein by reference as a part of this Resolution for all purposes, with the Trustee, in accordance with the provisions of the Indenture applicable to the redemption such Redeemed Bonds.

SECTION 2: The City Secretary is hereby authorized and directed to make or to instruct the Trustee to make all arrangements necessary to notify the holders of the Redeemed Bonds of the City's decision to redeem the Redeemed Bonds on the date and in the manner herein provided and in accordance with the Indenture.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution 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 Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.



PASSED AND ADOPTED, this February 14, 2023.

CITY OF JUSTIN, TEXAS

---

Mayor

ATTEST:

---

City Secretary

(City Seal)



## EXHIBIT A

### NOTICE OF REDEMPTION

CITY OF JUSTIN, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021  
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1  
IMPROVEMENT AREA #2 PROJECT)  
Dated September 1, 2021

NOTICE IS HEREBY GIVEN that a portion of the bonds of the above series maturing on September 1 in each of the years shown below and aggregating in the principal amount of \$762,000.00 have been called for extraordinary optional redemption on April 1, 2023 at the redemption price of par and accrued interest to the date of redemption, such bonds being identified as follows:

| <u>Maturity Date</u> | <u>Outstanding<br/>Principal Amount</u> | <u>Principal Amount to<br/>be Redeemed</u> |
|----------------------|---|--|
| September 1, 2026    | \$1,238,000                             | \$47,000                                   |
| September 1, 2031    | \$2,318,000                             | \$89,000                                   |
| September 1, 2041    | \$6,024,000                             | \$231,000                                  |
| September 1, 2051    | \$10,253,000                            | \$395,000                                  |

A lot selection resulting in a pro rata selection among the outstanding maturities of the bonds has been made and your Bond has been selected for redemption. All of such obligations shall become due and payable on April 1, 2023 and interest thereon shall cease to accrue from and after said redemption date, and payment of the redemption price of said obligations shall be paid to the registered owners of the obligations only upon presentation and surrender of such obligations to Wilmington Trust, National Association, Rodney Square North 1100 N. Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Operations.

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to a resolution adopted by the City Council of the City of Justin, Texas.

WILMINGTON TRUST, NATIONAL ASSOCIATION  
15950 North Dallas Parkway, Suite 550  
Dallas, Texas 75248



City Council Meeting

February 14, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 10

Title: Consider and take appropriate action on Resolution 601-23, a resolution providing for the redemption of certain outstanding obligations of the City of Justin, Texas; and resolving other matters incident and related to the redemption of such obligations. (Justin Timberbrook MIA)

Department: Finance

Contact: Finance Director, Josh Armstrong

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Recommendation: To approve the resolution

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Background: We've had a large prepayment in the Major Improvement Area/Improvement Area #2 portion of the Timberbrook PID, in addition to one residential prepayment. Since it's such a large prepayment amount, it would be preferable to redeem those bonds as soon as possible instead of waiting for the SAP Update this summer in order to stop accruing interest on that portion of the bonds.

This resolution pertains to Justin Timberbrook MIA for a redemption amount of \$200,000.

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City Attorney Review: N/A

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Attachments:

1. Resolution 601-23



RESOLUTION NO. 601-23

A RESOLUTION providing for the redemption of certain outstanding obligations of the City of Justin, Texas; and resolving other matters incident and related to the redemption of such obligations.

WHEREAS, the City of Justin, Texas (the "City") has issued and there are currently outstanding certain obligations more particularly described as follows: "City of Justin, Texas, Special Assessment Revenue Bonds, Series 2018 (Timberbrook Public Improvement District No. 1 Major Improvement Area Project), dated April 1, 2018, being a portion of such bonds maturing on September 1 in each of the years 2028, 2038, and 2047 and aggregating in the principal amount of \$200,00.00 (the "Redeemed Bonds"); and

WHEREAS, the Redeemed Bonds were authorized, issued, sold and delivered subject to the right and authority of the City to redeem the same prior to maturity pursuant to the extraordinary optional redemption provisions, as provided in the Indenture of Trust, dated as of April 1, 2018 (the "Indenture"), between the City and Wilmington Trust, National Association (the "Trustee"); and

WHEREAS, the City Council (the "Council") hereby finds and determines that the Redeemed Bonds, selected on a pro rata basis from all the outstanding maturities, should be redeemed prior to their maturities on the date and in the manner hereinafter provided and in accordance with the requirements prescribed therefor in the Indenture, and notice of redemption of such Redeemed Bonds should be authorized; now, therefore,

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

SECTION 1: The Redeemed Bonds shall be redeemed and the same are hereby called for redemption on April 1, 2023, at the price of par and accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Resolution, including the suggested form of notice of redemption to be sent to the holders of the Redeemed Bonds attached hereto as **Exhibit A**, which is incorporated herein by reference as a part of this Resolution for all purposes, with the Trustee, in accordance with the provisions of the Indenture applicable to the redemption such Redeemed Bonds.

SECTION 2: The City Secretary is hereby authorized and directed to make or to instruct the Trustee to make all arrangements necessary to notify the holders of the Redeemed Bonds of the City's decision to redeem the Redeemed Bonds on the date and in the manner herein provided and in accordance with the Indenture.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution 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 Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.



PASSED AND ADOPTED, this February 14, 2023.

CITY OF JUSTIN, TEXAS

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Mayor

ATTEST:

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City Secretary

(City Seal)



## EXHIBIT A

### NOTICE OF REDEMPTION

CITY OF JUSTIN, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018  
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1  
MAJOR IMPROVEMENT AREA PROJECT)  
Dated April 1, 2018

NOTICE IS HEREBY GIVEN that a portion of the bonds of the above series maturing on September 1 in each of the years shown below and aggregating in the principal amount of \$200,000.00 have been called for extraordinary optional redemption on April 1, 2023 at the redemption price of par and accrued interest to the date of redemption, such bonds being identified as follows:

| <u>Maturity Date</u> | <u>Outstanding<br/>Principal Amount</u> | <u>Principal Amount to<br/>be Redeemed</u> |
|----------------------|---|--|
| September 1, 2028    | \$785,000                               | \$25,000                                   |
| September 1, 2038    | \$2,345,000                             | \$70,000                                   |
| September 1, 2047    | \$3,450,000                             | \$105,000                                  |

A lot selection resulting in a pro rata selection among the outstanding maturities of the bonds has been made and your Bond has been selected for redemption. All of such obligations shall become due and payable on April 1, 2023 and interest thereon shall cease to accrue from and after said redemption date, and payment of the redemption price of said obligations shall be paid to the registered owners of the obligations only upon presentation and surrender of such obligations to Wilmington Trust, National Association, Rodney Square North 1100 N. Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Operations.

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to a resolution adopted by the City Council of the City of Justin, Texas.

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