

Ricky Jones, Place 1
Tomas Mendoza, Place 2
John Mounce, Mayor Pro Tem, Place 3



Alyssa Linenkugel, Place 4
Dylan James, Place 5
Chrissa Hartle, Place 6

James Clark, Mayor

**CITY OF JUSTIN
CITY COUNCIL AGENDA
DECEMBER 14, 2023
415 N. COLLEGE AVE.
5:30 PM**

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”*

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 a private consultation with the City Attorney regarding:

- Danheim Complaint Against the City of Justin; PUCT Docket No. 53836
- Petition of Town of Northlake and City of Justin; PUCT Docket No. 54243
- Range Developers Agreement
- Oncor Transmission Line
- Treeline Water and Sewer Retail 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.

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

PUBLIC COMMENT

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

ANNOUNCEMENTS AND RECOGNITION

2. Municipal Spotlight award- Greater Fort Worth Builders Association

Upcoming Meetings and Events

December 19 -Planning and Zoning Commission
December 25 and 26 -City Hall Closed
January 1 - City Hall Closed
January 8 - Municipal Court
January 9 - Parks Board
January 11 - City Council visioning workshop
January 16 - Planning and Zoning
January 25 - City Council

REPORTS

3. Year End Report from Attorney.
4. Quarterly Investment Report.

CONSENT AGENDA

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

5. Consider approving resolution 635-23 of the City of Justin City Council Approving an Agreement to Transfer Approximately 1,328.501 Acres of Land Currently Located in Aqua Texas' Water Certificate of Convenience & Necessity (CCN) and Approximately 514 Acres of Land Currently Located in Aqua Texas' Sewer CCN to the City of Justin's Water and Sewer CCNs.
6. Consider and take appropriate action to add City Manager, Jarrod Greenwood and Mayor, James Clark as signers on the Chase Bank accounts for the City of Justin.
7. Consider and take appropriate action to approve City Council minutes dated October 26, 2023, November 9, 2023 and Special Meeting minutes dates November 16, 2023.

ITEMS PULLED FROM CONSENT AGENDA

WORKSHOP

8. Discussion regarding benchmark city compensation analysis.
9. Discussion regarding Animal Control.
10. Discuss Ethics Committee update.
11. Discuss the Gaston House Project timeline.
12. Fire Station Project update.
13. Discuss the Oncor Ramhorn Hill transmission line.

POSSIBLE ACTION ITEMS

14. PUBLIC HEARING: Public Hearing and Ordinance 766-23 on second reading to consider authorizing the creation and designating a geographic area within the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number One.
 - a. open public hearing
 - b. close public hearing
 - c. consider and take appropriate action
15. PUBLIC HEARING: Public Hearing to consider and act upon a Specific Use Permit for a Carwash legally described as GLEN COE ADDITION BLK 1 LOT 1. Generally located southwest from the intersection of FM 156 and John Wiley Road.
 - a. open public hearing
 - b. close public hearing
 - c. consider and take appropriate action
16. Consider and take appropriate action regarding appointments to and membership of the Planning and Zoning Commission.
17. Consider and take appropriate action regarding appointments to and membership of the Justin Economic Development Corporation and the Justin Community Development Corporation.
18. Consider and take appropriate action regarding appointments to and membership of the Parks and Recreation Advisory Board.
19. Consider and take appropriate action regarding appointments to and membership of the Justin Community Library Board.
20. Consider and take appropriate action regarding appointments to and membership of the Home Rule Charter Committee.
21. Consider Resolution 632-23 adopting and amending the City of Justin fee schedule to add connection fees.
22. Consider approval of Resolution 633-23 Authorizing the City Manager to enter into an agreement

with FGMArchitects to provide professional architectural design services for the City of Justin Fire Station and authorize the City Manager to make funding changes not to exceed \$25,000.00 on this agreement.

23. Consider and take appropriate action approving Resolution 634-23 awarding a contract to CTJ Maintenance, INC. in the amount of \$56,100 for Municipal Janitorial Services.

FUTURE AGENDA ITEMS

COUNCIL RECAP

ADJOURN

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

Brittany Andrews

Brittany Andrews, City Secretary



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 3. (REPORTS)

Title: Year End Report from Attorney.

Department: Finance

Contact: Josh Armstrong, Finance Director, Jarrod Greenwood, City Manager

Recommendation:

Background:

City Attorney Review: No

Attachments:

None



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 4. (REPORTS)

Title: Quarterly Investment Report.

Department: Finance

Contact: Josh Armstrong, Finance Director

Recommendation:

This is a report only.

Background:

City Attorney Review: No

Attachments:

1. CoJ - QIR - Q4 FY23v2

City of Justin
Quarterly Investment Report
July 1, 2023 - September 30, 2023



JUSTIN
 1887

As of September 30, 2023, the City of Justin held its funds in the following financial institutions:

TexStar 325 St. Paul Street, Suite 800, Dallas Texas 75201
Justin State Bank PO Box 97 Justin Texas 76247
Chase Bank 101 E Hwy 114, Roanoke, TX 76262

Construction Funds and Reserve Accounts are invested primarily at TexStar

The net market value of all the City Funds as of September 30, 2023 is
\$ 16,486,173.51 components are as follows:

<u>Month</u>	<u>TexStar</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-23	Impact Fee Account	\$ 482,112.68	5.1148%	\$ 2,093.37
Aug-23		486,290.78	5.2974%	4,178.10
Sep-23		488,413.36	5.3105%	2,122.58
Jul-23	Series 2009A Parks	26,275.43	5.1148%	102.54
Aug-23		26,393.68	5.2974%	118.25
Sep-23		26,508.87	5.3105%	115.19
Jul-23	Boss Range Road	126,203.10	5.1148%	545.69
Aug-23		126,770.90	5.2974%	567.80
Sep-23		127,324.20	5.3105%	553.30
Jul-23	Seizure Fund	7,658.88	5.1148%	33.11
Aug-23		7,693.33	5.2974%	34.45
Sep-23		7,726.91	5.3105%	33.58
Jul-23	CO Series 2019	2,253,248.52	5.1148%	9,743.30
Aug-23		2,263,386.25	5.2974%	10,137.73
Sep-23		2,273,265.39	5.3105%	9,879.14
Jul-23	TWDB Debt Service	156,146.70	5.1148%	675.17
Aug-23		156,849.21	5.2974%	702.51
Sep-23		157,533.81	5.3105%	684.60
Jul-23	West Side Sewer Construction Fund	9,201,418.14	5.1148%	36,550.64
Aug-23		9,242,816.78	5.2974%	41,398.64
Sep-23		9,283,159.48	5.3105%	40,342.70
<u>Month</u>	<u>Justin State Bank</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-23	Utility Deposits	\$ 5,706.12	0.25%	\$ 1.13
Aug-23		5,707.34	0.25%	1.22
Sep-23		5,708.55	0.25%	1.21
Jul-23	General Operating	\$ 92,495.02	0.25%	18.37

Aug-23		92,514.66	0.25%	19.64
Sep-23		92,534.31	0.25%	19.65
Jul-23	Community Library	2,502.80	N/A	N/A
Aug-23		2,502.80	N/A	N/A
Sep-23		2,502.80	N/A	N/A
<u>Month</u>	<u>Chase Bank*</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-23	General Operating	\$ 2,721,038.79	N/A	N/A
Aug-23		640,348.95	N/A	N/A
Sep-23		2,026,124.87	N/A	N/A
Jul-23	Utility Deposits	554,845.35	N/A	N/A
Aug-23		563,145.35	N/A	N/A
Sep-23		570,445.35	N/A	N/A
Jul-23	PID IA#1	1,366,344.47	N/A	N/A
Aug-23		1,366,908.90	N/A	N/A
Sep-23		256,064.08	N/A	N/A
Jul-23	Tax Account	1,125,972.11	N/A	N/A
Aug-23		1,127,388.69	N/A	N/A
Sep-23		1,128,646.95	N/A	N/A
Jul-23	Security & Technology	17,070.33	N/A	N/A
Aug-23		17,070.33	N/A	N/A
Sep-23		17,070.33	N/A	N/A
Jul-23	Water Operating	150.00	N/A	N/A
Aug-23		150.00	N/A	N/A
Sep-23		150.00	N/A	N/A
Jul-23	PID IA#2	1,259,383.88	N/A	N/A
Aug-23		1,259,523.90	N/A	N/A
Sep-23		22,994.25	N/A	N/A

*Chase Bank accounts do not earn any interest. These accounts are only included in this report for a better view of the City's funds as a whole.

This quarterly report is in full compliance with the investment policy as established for the City of Justin, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

Josh Armstrong

Josh Armstrong
Finance Director, Investment Officer

**City of Justin
Community Development Corporation
Quarterly Investment Report
July 1, 2023 - September 30, 2023**



JUSTIN
1887

As of September 30, 2023, the City of Justin Community Development Corporation held its funds in the following financial institutions:

TexStar 325 St. Paul Street, Suite 800, Dallas Texas 75201
Chase Bank 101 E Hwy 114, Roanoke, TX 76262

The net market value of all the Community Development Corporation's Funds as of September 30, 2023 is **\$918,080.76** components are as follows:

<u>Month</u>	<u>TexStar</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-23	EDC 4B Reserves	\$ 282,995.73	5.1148%	\$ 1,223.71
Aug-23		284,268.98	5.2974%	1,273.25
Sep-23		285,509.75	5.3105%	1,240.77

<u>Month</u>	<u>Chase Bank*</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-23	Justin Community Development	\$ 578,464.33	N/A	N/A
Aug-23	Corporation	\$ 576,964.33	N/A	N/A
Sep-23		\$ 632,571.01	N/A	N/A

*Chase Bank accounts do not earn any interest. These accounts are only included in this report for a better view of the CDC's funds as a whole.

This quarterly report is in full compliance with the investment policy as established for the City of Justin, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

Josh Armstrong

Josh Armstrong
Finance Director, Investment Officer

City of Justin
Economic Development Corporation
Quarterly Investment Report
July 1, 2023 - September 30, 2023



JUSTIN
 1887

As of September 30, 2023, the City of Justin Economic Development Corporation held its funds in the following financial institutions:

TexStar 325 St. Paul Street, Suite 800, Dallas Texas 75201
Chase Bank 101 E Hwy 114, Roanoke, TX 76262

The net market value of all the Economic Development Corporation's Funds as of September 30, 2023 is **\$1,124,630.71** components are as follows:

<u>Month</u>	<u>TexStar</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-23	EDC 4A Reserves	\$ 221,668.83	5.1148%	\$ 962.68
Aug-23		223,633.15	5.2974%	1,001.64
Sep-23		224,609.28	5.3105%	976.13

<u>Month</u>	<u>Chase Bank*</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-23	Justin Economic Development	\$ 834,688.75	N/A	N/A
Aug-23	Corporation	835,088.75	N/A	N/A
Sep-23		900,021.43	N/A	N/A

*Chase Bank accounts do not earn any interest. These accounts are only included in this report for a better view of the City's funds as a whole.

This quarterly report is in full compliance with the investment policy as established for the City of Justin, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

Josh Armstrong

 Josh Armstrong
 Finance Director, Investment Officer



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider approving resolution 635-23 of the City of Justin City Council Approving an Agreement to Transfer Approximately 1,328.501 Acres of Land Currently Located in Aqua Texas' Water Certificate of Convenience & Necessity (CCN) and Approximately 514 Acres of Land Currently Located in Aqua Texas' Sewer CCN to the City of Justin's Water and Sewer CCNs.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends approval as presented.

Background:

City Council approved a Developers Agreement on April 26, 2021, for Bloomfield Homes to continue the Timberbrook residential development moving out west. In the Developers Agreement the City is required to provide water and sewer to the development.

In the state of Texas, a Certificate of Convenience and Necessity (CCN) is a legal authorization or permit issued by the Texas Commission on Environmental Quality (TCEQ) for the provision of water or sewer services within a specified geographic area. The CCN is required for entities seeking to provide retail water or sewer services in a particular area. It is intended to regulate and ensure the efficient and responsible delivery of these essential services to customers while avoiding unnecessary duplication of infrastructure. To obtain a CCN in Texas, an entity must demonstrate the necessity of the proposed service, the ability to provide adequate service, and compliance with various regulatory requirements set forth by the TCEQ. This process involves submitting an application, providing supporting documentation, and potentially attending public hearings where interested parties can present arguments for or against granting the certificate. The CCN essentially grants a monopoly or exclusive right to provide water or sewer services within the designated area, preventing other entities from entering the market without obtaining their own CCN from the TCEQ. This resolution essentially grants the City authorization to serve water and sewer to this development.

City Attorney Review: Yes

Attachments:

1. Aqua CCN Agreement
2. Mayor Clark Affidavit
3. Proposed Resolution

AGREEMENT BETWEEN THE CITY OF JUSTIN AND AQUA TEXAS, INC.

This Agreement (the “Agreement”) is executed between the City of Justin (“City”), a political subdivision of the State of Texas, and Aqua Texas, Inc. (“Aqua”), effective as of the Effective Date as described below (City and Aqua are also sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, City is a political subdivision of the State of Texas organized and operating under various provisions of the Texas Local Government Code and other statutory provisions, and for both water and sewer service is a “retail public utility” as defined by Texas Water Code § 13.002(19); and

WHEREAS, Aqua is a Texas Corporation organized in accordance with the laws of the State of Texas, and for both water and sewer service, is a “retail public utility” as defined by Texas Water Code § 13.002(19), and is a “water utility” as defined by Texas Water Code § 13.002(23); and

WHEREAS, the City holds water Certificate of Convenience and Necessity (“CCN”) No. 10167 and sewer CCN No. 20061, each issued by the Public Utility Commission of Texas (“PUC”) or a prior agency with CCN regulatory authority authorizing exclusive retail water and sewer utility service by Aqua, including within the area described and depicted in Exhibit “A1” for water and in Exhibit “A2” for sewer, both in Denton County; and

WHEREAS, Aqua holds water CCN No. 13201 and sewer CCN No. 21059, each issued by the PUC or a prior agency with CCN regulatory authority authorizing exclusive retail water and sewer utility service to certain areas in Denton County near and adjacent to the City’s water CCN No. 10167 and the City’s sewer CCN No. 20061, as described and depicted in Exhibit “A1” for water and in Exhibit “A2” for sewer; and

WHEREAS, Bloomfield Homes, LP, Justin Timberbrook, LLC, and Royal Crest Properties, LLC (collectively the “Developers”), seek to develop one or more residential subdivision projects on various properties owned by Developers in Denton County (“Development Properties”), all described and depicted in Exhibit “A1” and in Exhibit “A2” in relation to the City’s water CCN No. 10167 and the City’s sewer CCN No. 20061; and

WHEREAS, Developers and the City entered into agreements in April 2016 and in May 2021 whereby the City is obligated to provide water and sewer service to portions of the

Development Properties as described therein (“Development Agreements”), which includes the properties owned by Developers as depicted on Exhibit “A1” and in Exhibit “A2”; and

WHEREAS, as depicted on Exhibit “A1” and in Exhibit “A2”, one or more of the Developers has previously conveyed 9.001 acres of the Development Properties to Milestone Church, LLC, has conveyed tracts of 7.459 acres and 2.069 acres to Timberbrook Crossing, LLC, and has conveyed 32.216 acres to JT Ladera, LLC (“Conveyed Properties”), all of which are subject to one of the Development Agreements but which will not be developed by Developers; and

WHEREAS, the Development Properties and the Conveyed Properties are all within the territory of Aqua’s water CCN No. 13201, and a portion of the Development Properties are within the territory of Aqua’s sewer CCN No. 21059; and

WHEREAS, City and Aqua agree pursuant to Texas Water Code § 13.248 that City will extend retail public water utility service to the Development Properties and to the Conveyed Properties which are all currently within Aqua’s water CCN No. 13201, the City and will extend retail sewer utility service to the portion of the Development Properties currently within Aqua’s sewer CCN No. 21059; and

WHEREAS, the City has received requests to provide water utility services to the Development Properties and the Conveyed Properties, and the City has received requests to provide sewer utility services to the portion of the Development Properties currently within Aqua’s sewer CCN No. 21059; and

WHEREAS, Aqua has only two water utility customers on the Development Properties, each of which customers is one of the Developers, and each of which has consented for the water CCN to be transferred from Aqua to the City, which is attached hereto as Exhibit “B”; and

WHEREAS, conditioned upon PUC approval of this transaction, City agrees to accept the Aqua CCN water service area that includes the Development Properties and the Conveyed Properties currently within Aqua’s water CCN No. 13201 and accept the obligation to serve it as consideration for the proposed CCN area transfer of the Development Properties and the Conveyed Properties from Aqua to City; and

WHEREAS, conditioned upon PUC approval of this transaction, City agrees to accept the Aqua CCN sewer service area that includes the Development Properties currently within Aqua’s

sewer CCN No. 21059, accept the obligation to serve it as consideration for the proposed CCN area transfer of this portion of the Development Properties from Aqua to City.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, City and Aqua hereby agree as follows:

1. **Term.** This Agreement shall continue in effect for five (5) years from the Effective Date. Notwithstanding the foregoing, this Agreement will terminate earlier on the date the approval by the PUC of this Agreement is final and non-appealable.

2. **Property Subject to the Agreement.** The property that is the subject of this Agreement for the water CCN service area proposed for transfer to the City is the Development Properties and the Conveyed Properties consisting of the 1,328.501 acres depicted on Exhibit “C1”. The property that is the subject of this Agreement for the sewer CCN service area proposed for transfer to the City is the Development Properties consisting of the 514 acres depicted on Exhibit “C2”.

3. **Transfer of Aqua CCN Service Areas.** Aqua consents and agrees to the transfer to the City the water CCN service area depicted on Exhibit “C1”, and Aqua consents and agrees to the transfer to the City of the sewer CCN service area depicted on Exhibit “C2, provided the following conditions and obligations are satisfied:

3.1 Within 30 days of execution of this Agreement, City and Aqua shall jointly prepare, file and diligently prosecute, at their own expense, an application pursuant to Texas Water Code §13.248 with the PUC (“13.248 Application”) to: (i) have the Development Properties and the Conveyed Properties depicted on Exhibit “C1” transferred from Aqua’s water CCN No. 13201 to the City’s water CCN No. 10167, and (ii) have the Development Properties depicted on Exhibit “C2” transferred from Aqua’s sewer CCN No. 21059 to the City’s sewer CCN No. 20061. Aqua consents to City water service and the City’s sewer service within the Development Properties and the Conveyed Properties, including during the pendency of PUC consideration of the 13.248 Application, and will not object or otherwise attempt to defeat the 13.248 Application to include the Development Properties

and the Conveyed Properties within the City's water CCN, or to include the Development Properties within the City's sewer CCN.

3.2 The City shall serve the Development Properties and the Conveyed Properties pursuant to separately agreed upon terms with Developer, including pursuant to the Development Agreements.

3.3 If the PUC denies the 13.248 Application for any reason, this Agreement shall be terminated when the PUC order denying the 13.248 Application is final and appealable.

4. **Retail Service.** Aqua hereby consents to City serving the Development Properties and the Conveyed Properties as contemplated by this Agreement during the pendency of the 13.248 Application at the PUC. The Parties agree that upon PUC approval of the 13.248 Application, Aqua shall have no further obligation to provide service to the Development Properties or to the Conveyed Properties, although Aqua and the City have agreed that Aqua will continue providing water utility service to the two customers on the Development Properties as of the Effective Date, until the City notifies Aqua that the City has the infrastructure in place to provide such service, at which time Aqua will relinquish the facilities downstream of the point of disconnection.

5. **Default.** In the event City or Aqua fail to comply with the terms of this Agreement, each Party has the right to enforce the terms of this Agreement by any remedy permitted by law.

6. **Miscellaneous.**

a. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

b. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas.

d. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

e. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

f. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

g. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and shall be deemed to have been properly given when delivered to the respective Party at the addresses below:

To the City:

Jamie Mauldin
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5800
(512) 472-0532 (Fax)
jmauldin@lglawfirm.com

To Aqua:

Craig L. Blanchette
President
Aqua Texas, Inc.
1106 W. Clayton Lane, Suite 400W
Austin, Texas 78723
(512) 990-4400
clblanchette@aquamerica.com

With a notice to:

Geoffrey P. Kirshbaum
Terrill & Waldrop

810 W. 10th Street
Austin, Texas 78701
(512) 474-9100
(512) 474-9888 (fax)
gkirshbaum@terriwaldrop.com

Each Party may change the address to which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Agreement.

h. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

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

j. This Agreement shall be deemed drafted equally by each Party hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures on the following pages which is effective on the date of the latest signature (the "Effective Date").

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date of the ____ day of _____, 2023.

AQUA TEXAS, INC.

By: _____
Craig L. Blanchette, President

Date: _____

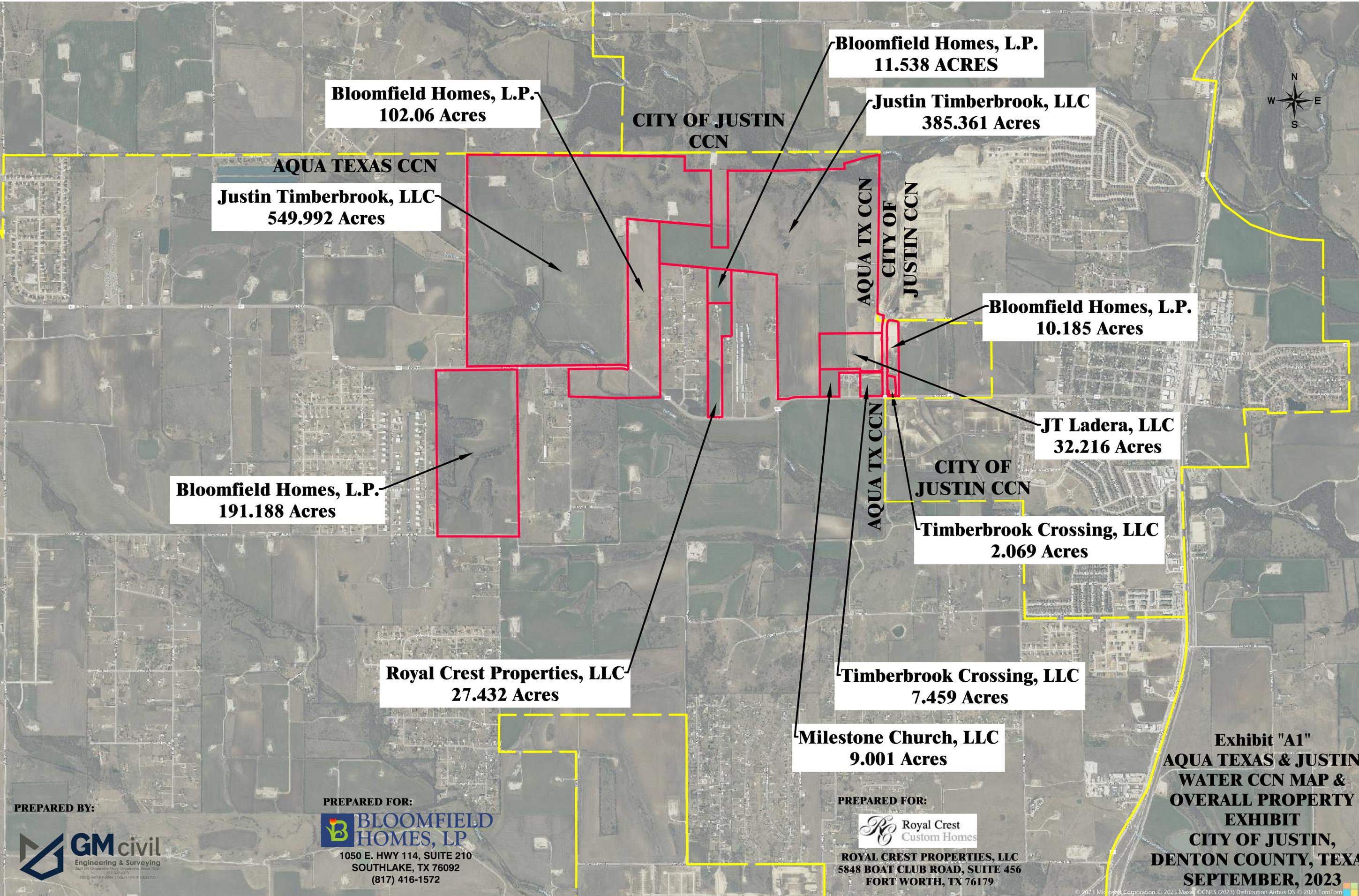
CITY OF JUSTIN, TEXAS

By: _____

Title: _____

Date: _____

Exhibit “A1” – Water CCN Mapping in Relation to Development Properties



PREPARED BY:

 GMcivil
 Engineering & Surveying
 2602 SW Grapevine Pkwy, Grapevine, Texas 75091
 (817) 299-4373
 Design Firm # F-2944 | Texas Firm # 0001700

PREPARED FOR:

BLOOMFIELD HOMES, LP
 1050 E. HWY 114, SUITE 210
 SOUTHLAKE, TX 76092
 (817) 416-1572

PREPARED FOR:

Royal Crest Custom Homes
ROYAL CREST PROPERTIES, LLC
 5848 BOAT CLUB ROAD, SUITE 456
 FORT WORTH, TX 76179

Exhibit "A1"
AQUA TEXAS & JUSTIN
WATER CCN MAP &
OVERALL PROPERTY
EXHIBIT
CITY OF JUSTIN,
DENTON COUNTY, TEXAS
SEPTEMBER, 2023

Exhibit “A2” – Sewer CCN Mapping in Relation to Development Properties

Bloomfield Homes, L.P.
11.538 ACRES

Justin Timberbrook, LLC
385.361 Acres

Justin Timberbrook, LLC
549.992 Acres

**AQUA TEXAS
CCN**

**NORTHLAKE
CCN
JUSTIN CCN**

**CITY OF JUSTIN
CCN**

JT Ladera, LLC
32.216 Acres

**CITY OF
JUSTIN CCN**

**NORTHLAKE
CCN**

NORTHLAKE CCN

NORTHLAKE CCN

Bloomfield Homes, L.P.
191.188 Acres

Bloomfield Homes, L.P.
102.06 Acres

**CITY OF
JUSTIN CCN**

Royal Crest Properties, LLC
27.432 Acres

Exhibit "A2"
**AQUA TEXAS, JUSTIN, &
NORTHLAKE SEWER CCN
MAP & OVERALL
PROPERTY EXHIBIT
CITY OF JUSTIN,
DENTON COUNTY, TEXAS
SEPTEMBER, 2023**

PREPARED FOR:
 **Royal Crest
Custom Homes**

ROYAL CREST PROPERTIES, LLC
5848 BOAT CLUB ROAD, SUITE 456
FORT WORTH, TX 76179

PREPARED BY:
 **GMcivil**
Engineering & Surveying
2009 SW Greenway Blvd, Suite 100
Fort Worth, TX 76102
Tel: 817-309-4373
Fax: 817-309-4373

PREPARED FOR:
 **BLOOMFIELD
HOMES, LP**
1050 E. HWY 114, SUITE 210
SOUTH LAKE, TX 76092
(817) 416-1572



Exhibit “B” - Consent Affidavit for Two Water Meters

AFFIDAVIT OF DON DYKSTRA

On this day, appeared before me Don Dykstra, and stated:

“My name is Don Dykstra. I am more than twenty-one (21) years of age and capable of making this affidavit. I have personal knowledge of the facts stated herein, which are true and correct.

1. I am the Manager of Bloomfield Homes, LP (“Bloomfield”), the Manager of Justin Timberbrook, LLC (“Timberbrook”), and the Manager of Royal Crest Properties, LLC (“Royal Crest”) (collectively the “Developers”). Royal Crest Custom Homes is affiliated with Royal Crest, and I am also authorized to make decisions on behalf of Royal Crest Custom Homes.

2. In conjunction with this affidavit, the Developers have entered into an agreement with Aqua Texas, Inc. (“Aqua”) which among other things, is an agreement to transfer 1,329.501 acres or property owned by Developers (“Water CCN Transfer Area”) from Aqua’s water Certificate of Convenience and Necessity (“CCN”) No. 13201 which has been issued by the Public Utility Commission of Texas (“PUC”) to the City of Justin’s (“Justin’s”) water CCN No. 10167 which has been issued by the PUC.

3. Mapping of the Water CCN Transfer Area is included with a petition to be filed in conjunction with this affidavit with the PUC by Aqua and Justin in order to obtain PUC approval for the transfer the Water CCN Transfer Area (“Petition”).

4. I understand that this affidavit will be included an exhibit to the Petition. The Petition was prepared as part of the agreement between Developers and Aqua. I am familiar with the contents of the Petition which are true and correct.

5. There are currently only two meters located in the Water CCN Transfer Area through which Aqua provides retail water service. Aqua invoices dated July 2023 for each of the

meters is attached hereto. As reflected on the Aqua invoices, the customer for one of the meters is Bloomfield, at an address of 12196 FM 407, Justin, Texas 76247-4417, and the customer for the other meter is Royal Crest Custom Homes, at an address of 11668 FM 407, Justin, Texas 76247.

6. By my notarized signatures below, Bloomfield and Royal Crest Custom Homes each consent: (i) for Aqua’s water CCN No. 12301 to be transferred to Justin’s water CCN No. 10167; and (ii) and for Aqua will continue providing water utility service to the meters until the City notifies Aqua that the City has the infrastructure in place to provide such service, at which time Aqua will relinquish the facilities downstream of the point of disconnection.

Further affiant sayeth not.”

Don Dykstra
Manager of Royal Crest Properties, LLC

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ___th day of _____, 2023, by Don Dykstra, Manager of Royal Crest Properties, LLC, on behalf of said company.

Notary Public in and for the State of Texas

Don Dykstra
Royal Crest Custom Homes

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ___th day of _____, 2023, by Don Dykstra, with Royal Crest Custom Homes, on behalf of said company.

Notary Public in and for the State of Texas

Don Dykstra
Manager of Bloomfield Homes, LP

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ___th day of _____, 2023, by Don Dykstra, Manager of Bloomfield Homes, LP, on behalf of said company.

Notary Public in and for the State of Texas

Don Dykstra
Manager of Justin Timberbrook, LLC

Properties, LLC

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ___th day of _____, 2023, by Don Dykstra, Manager of Justin Timberbrook, LLC, on behalf of said company.

Notary Public in and for the State of Texas



Service To:
BLOOMFIELD HOMES, LP
 12196 FM 407
 JUSTIN, TX 76247-4417

Account Number
002709205 0659556
 FT WORTH WATER
 1317000 PWSID # TX0610203

Aqua Texas, Inc.
 762 W. Lancaster Avenue
 Bryn Mawr, PA 19010-3489

Toll Free: **877.987.2782**
 Fax: **866.780.8292**
 Aquawater.com

Questions about your water service? Contact us before the due date.

Bill Date
July 11, 2023

Total Amount Due
\$ 49.72

Current Charges Due Date
August 02, 2023

Meter Data	Meter	Size	Billing Period	Days	Read Type	Meter Readings	Usage	Units
	21324264	5/8	07/06/23	30	Actual	442200	0	Gallons
			06/06/23		Actual	442200		
			Total Days: 30			Total Usage:	0	Gallons

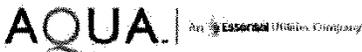
Billing Detail

Amount Owed from Last Bill	\$ 49.72
Total Payments Received	49.72
Remaining Balance	0.00
Water Base Facility Charge	45.06
Total Water Charges.....	45.06
System Improvement Charge -Water	6.50
FTCCR Water Credit Rider	2.34 Credit
Regulatory Assessment Fee	0.50
Amount Due ON or BEFORE 08/02/23	\$ 49.72
Amount Due AFTER 08/02/23	\$ 53.99

Message Center (see reverse side for other information)

- Would you like to quickly and easily learn important information about your water? Please let us know how you want to be contacted via our new automated notification system by clicking on the WaterSmart Alerts button at www.aquawater.com.
- The due date refers to current charges and any deferred payment amount only. If you do not pay your bill on time, your service could be subject to interruption. To ensure proper credit, please remember to provide your full 16-digit account number when paying your bill.

RETURN THIS PORTION WITH YOUR PAYMENT



Aqua Texas, Inc.
 762 W. Lancaster Avenue • Bryn Mawr, PA 19010-3489

Please do not remit payment to the above address

Cyc=31F4 Iup=480693

Seq=30044

***AUTO**ALL FOR AADC 780 C 109 P 3 36944 1 AB 0.534



BLOOMFIELD HOMES, LP
 1050 E STATE HWY 114 STE 210
 SOUTHLAKE TX 76092-5255

MAKE CHECK PAYABLE TO:
 Aqua TX

Account Number

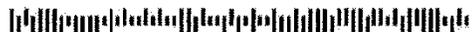
002709205-0659556

BEFORE DUE DATE ▶ PAY THIS AMOUNT
08/02/2023 \$49.72

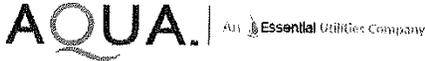
AFTER DUE DATE ▶ PAY THIS AMOUNT
08/02/2023 \$53.99

Amount Enclosed \$

AQUA TEXAS
 PO BOX 70279
 PHILADELPHIA PA 19176-0279



00270920506595560000000049722



Service To:
ROYAL CREST CUSTOM HOMES
11668 FM 407
JUSTIN, TX 76247
Lot: 45032372 Block:

Account Number
002669114 0672946
 FT WORTH WATER
 1317000 PWSID # TX0610203

Aqua Texas, Inc.
 762 W. Lancaster Avenue
 Bryn Mawr, PA 19010-3489

Toll Free: **877.987.2782**
 Fax: **866.780.8292**
Aquawater.com

Questions about your water service? Contact us before the due date.

Bill Date
July 11, 2023

Total Amount Due
\$ 136.58

Current Charges Due Date
August 02, 2023

Meter Data

Meter	Size	Billing Period	Days	Read Type	Meter Readings	Usage	Units
21315135	1"	07/08/23	30	Actual	394100	0	Gallons
		06/08/23		Actual	394100		
Total Days: 30				Total Usage:		0	Gallons

Billing Detail

Amount Owed from Last Bill	\$ 124.27
Total Payments Received	124.27
Remaining Balance	0.00
Water Base Facility Charge	112.65
Total Water Charges.....	112.65
Late Charge.....	12.31
System Improvement Charge -Water	16.25
FTCCR Water Credit Rider	5.86 Credit
Regulatory Assessment Fee	1.23
Amount Due ON or BEFORE 08/02/23	\$ 136.58
Amount Due AFTER 08/02/23.....	\$ 147.26

ENTERED
 By:

PAID
 By: 5250

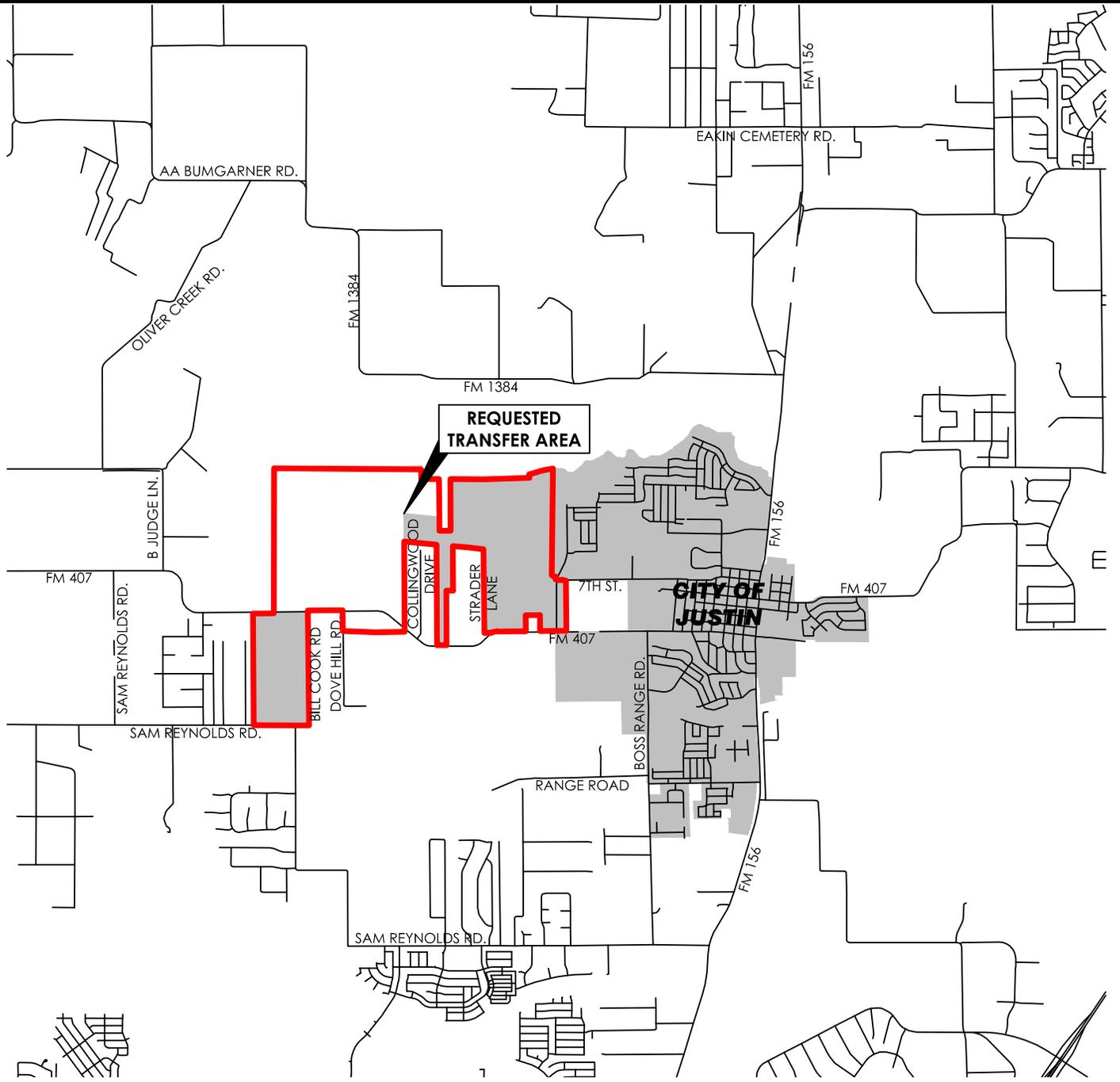
Message Center (see reverse side for other information)

- Would you like to quickly and easily learn important information about your water? Please let us know how you want to be contacted via our new automated notification system by clicking on the WaterSmart Alerts button at www.aquawater.com.
- The due date refers to current charges and any deferred payment amount only. If you do not pay your bill on time, your service could be subject to interruption. To ensure proper credit, please remember to provide your full 16-digit account number when paying your bill.

Exhibit “C1” – General and Detailed Mapping of Water CCN Transfer Area

EXHIBIT "C1"

(General Location Map For the Water CCN Service Area)



1 inch equals 1 mile

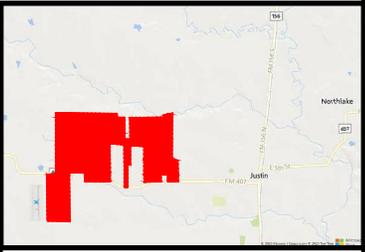
LEGEND



- REQUESTED TRANSFER AREA
- JUSTIN CITY LIMITS

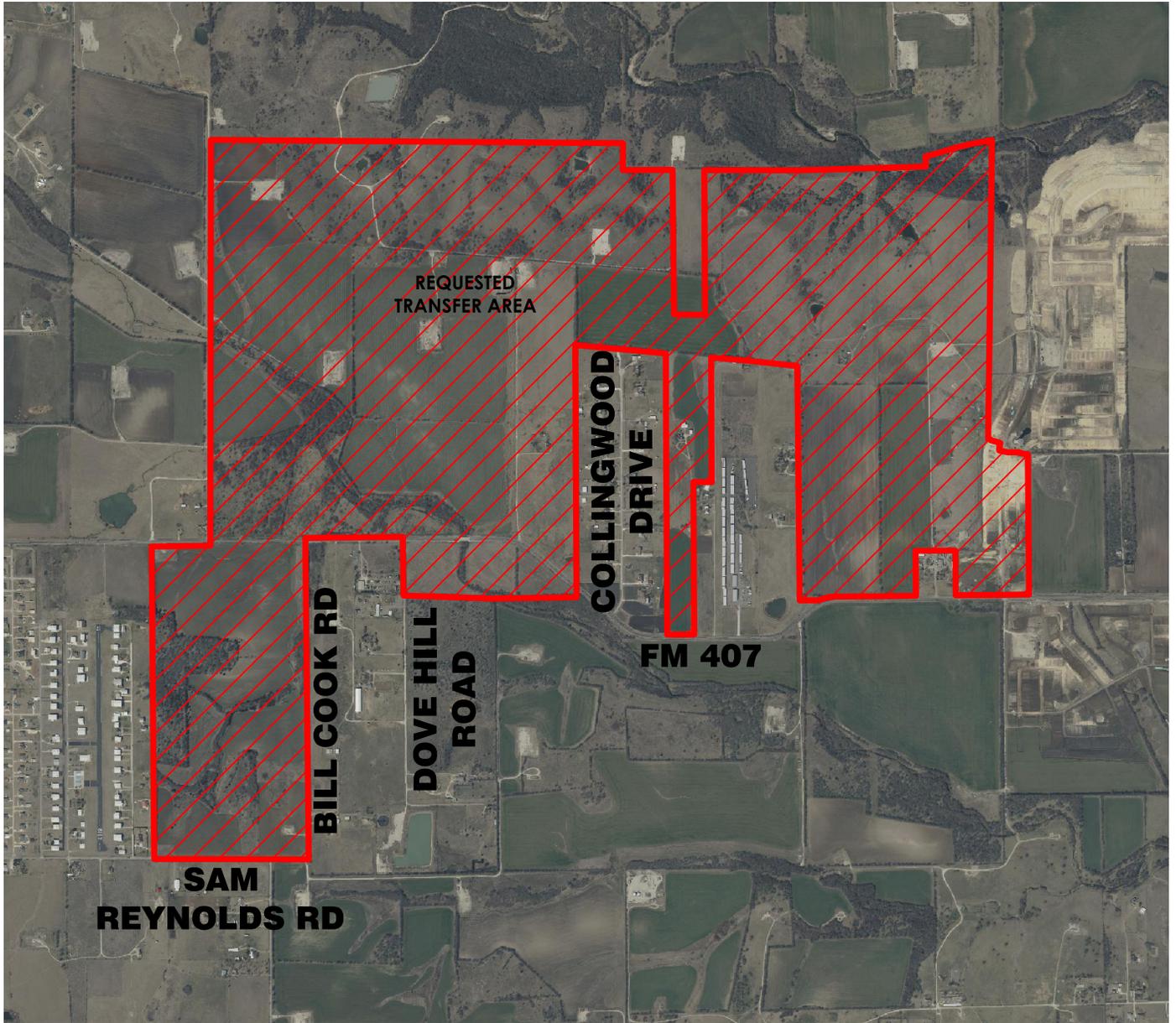
WATER CCN TRANSFER AREA 1328.501 AC.
DENTON COUNTY, TEXAS

GM civil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700



VICINITY MAP
1" = 3 MILES

EXHIBIT "C1"
(Detailed Map For the Water CCN Service Area)



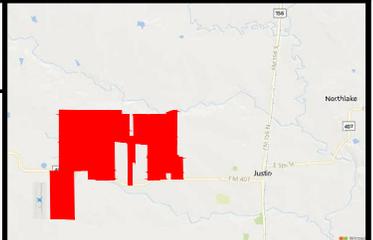
LEGEND

 REQUESTED TRANSFER AREA

WATER CCN TRANSFER AREA 1328.501 AC.
 DENTON COUNTY, TEXAS



GM civil
 Engineering & Surveying
 2559 SW Grapevine Pkwy, Grapevine, Texas 76051
 817-329-4373
 TxEng Firm # F-2944 | TxSurv Firm # 10021700

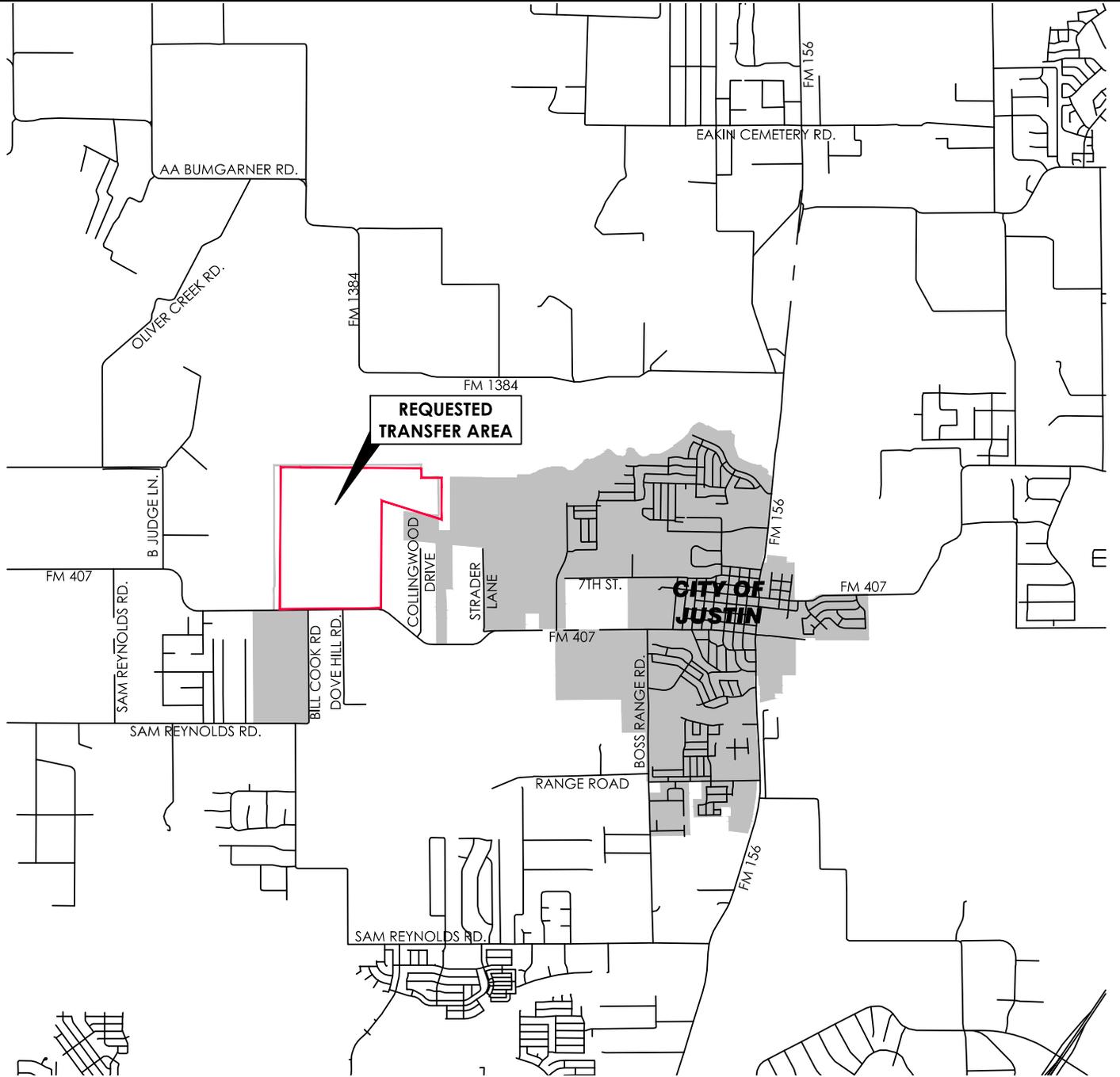


VICINITY MAP
 1" = 3 MILES

Exhibit “C2” – General and Detailed Mapping of Sewer CCN Transfer Area

EXHIBIT "C2"

(General Location Map For the Sewer CCN Service Area)



1 inch equals 1 mile

LEGEND



- REQUESTED TRANSFER AREA
- JUSTIN CITY LIMITS

SEWER CCN TRANSFER AREA 514 AC.

DENTON COUNTY, TEXAS



GM civil

Engineering & Surveying

2559 SW Grapevine Pkwy, Grapevine, Texas 76051

817-329-4373

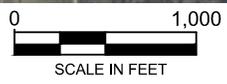
TxEng Firm # F-2944 | TxSurv Firm # 10021700



VICINITY MAP

1" = 3 MILES

EXHIBIT "C2"
(Detailed Map For the Sewer CCN Service Area)



LEGEND



 REQUESTED TRANSFER AREA

SEWER CCN TRANSFER AREA 514 AC.
 DENTON COUNTY, TEXAS



GM civil
 Engineering & Surveying
 2559 SW Grapevine Pkwy, Grapevine, Texas 76051
 817-329-4373
 TxEng Firm # F-2944 | TxSurv Firm # 10021700



VICINITY MAP
 1" = 3 MILES

Attachment “B1” - PUC Petition for the 13.248 Agreement

PETITION BY THE CITY OF JUSTIN §
AND AQUA TEXAS, INC. FOR TEXAS §
WATER CODE §13.248 APPROVAL TO §
DESIGNATE WATER AND SEWER §
CERTIFICATE OF CONVENIENCE AND §
NECESSITY SERVICE AREAS BY §
CONTRACT IN DENTON COUNTY, §
TEXAS §
§

BEFORE THE
PUBLIC UTILITY COMMISSION
OF TEXAS

**THE CITY OF JUSTIN’S AND AQUA TEXAS, INC.’S PETITION UNDER TEXAS
WATER CODE § 13.248**

COME NOW, the City of Justin, Texas (“City”) and Aqua Texas, Inc. (“Aqua”) (collectively, “Applicants”) and hereby file this Petition for approval under Texas Water Code (“TWC”) §13.248 and 16 Texas Administrative Code (“TAC”) §24.253 to designate certificate of convenience and necessity (“CCN”) service areas by contract and enforcement of same (“Petition” or “Application”). The relief requested affects portions of Aqua’s water CCN No. 13201 and sewer CCN No. 21059 , and portions of the City’s water CCN No. 10167 and sewer CCN No. 20061, all located in Denton County, Texas related to development of properties owned by Bloomfield Homes, LP, Justin Timberbrook, LLC, and Royal Crest Properties, LLC (collectively the “Developers”), and related to a small subset of properties which have been conveyed by one or more of the Developers to third parties. In support thereof, Applicants show the following.

I. PURPOSE OF THE PETITION

Applicants file this Petition to request the Public Utility Commission of Texas (“Commission”) act to approve and enforce a contract in which Applicants have agreed to transfer portions of Aqua’s water CCN No. 13201 service area to existing City water CCN No. 10167 and transfer portions of Aqua’s sewer CCN No. 21059 service area to existing City sewer CCN No. 20061. The Applicants’ agreement designates the exchanged area to be served by the City. The

specific transfer area and terms of the agreement are more specifically set forth in the Agreement Between City and Aqua included as **Exhibit 1** (the “Contract”).¹ The City has received requests that it provide retail water utility service and retail sewer utility service to planned development in the transfer area, some of which is subject to development agreements under which the City has agreed to provide service. The only two water utility customers which are currently located in the areas proposed for transfer are the Developers, each of which has consented to the transfers.

II. REQUEST FOR TRANSFER/DECERTIFICATION

Pursuant to 16 TAC § 24.253, implementing TWC §13.248, Applicants hereby provide the following information in furtherance of Commission approval for the CCN service area designations contemplated by this Petition:

1. A general location map and a detailed location map of the subject service area designations prepared in accordance with 16 TAC § 24.257(a) are included in **Exhibit 1** as **Exhibit “C1”** (General Location Map for the Water CCN service Area), **Exhibit “C1”** (Detailed Map for the Water CCN service Area), **Exhibit “C2”** (General Location Map for the Sewer CCN Service Area), and **Exhibit “C2”** (Detailed Map for the Sewer CCN Service Area). Digital mapping is included as an attachment to this Petition for the general location and detailed location mapping.²
2. A copy of the executed Contract, the entirety of which is included as **Exhibit 1**.³
3. The number of customers to be transferred is two (2) water customers, each of which is one of the Developers who has received notice, and each of which has

¹ All Exhibits are hereafter attached and incorporated by reference.

² 16 TAC § 24.253(b)(1).

³ 16 TAC § 24.253(b)(2).

consented for the water CCN service to be transferred from Aqua to the City, as included in **Exhibit 1** as **Exhibit “B”**.⁴

The Contract was discussed at City's _____, 2023 Council meeting. Pursuant to 16 TAC § 24.253(c)(2) and (3) attached as **Exhibit 2** is the affidavit of _____ as Mayor of City and the City Notice for the _____, 2023 meeting and approved meeting minutes.⁵

The Commission has no standardized application form for the relief sought in this Petition and, thus, Applicants are relying on 16 TAC § 24.253 for the contents of this Petition. However, that rule states that “any other information required by the commission” should be submitted.⁶ Applicants respectfully request that the Commission inform Applicants if any other information is required. The undersigned will be the point of contact for this Petition.

III. REQUEST FOR INFORMAL DISPOSITION

Pursuant to 16 TAC § 22.35, Applicants request informal disposition processing for this Application without a hearing as all requirements for same are met.⁷ Notice has been provided pursuant to 16 TAC § 24.253 to the only two customers, each of which has consented. Further, if the Application is approved, the decision will not be adverse to any party other than Commission Staff.⁸ Thus, a hearing should not be required and informal disposition is appropriate.⁹

IV. CONCLUSION

The City and Aqua respectfully request the Commission process this Petition under TWC § 13.248 and 16 TAC § 24.253 with respect to the agreed upon CCN transfers described herein and approve the CCN designations contemplated by the Contract. If for any reason the

⁴ 16 TAC § 24.253(b)(3) and 16 TAC § 24.253(c)(1).

⁵ 16 TAC § 24.253(b)(4) and 16 TAC § 24.253(c)(2) and (3).

⁶ 16 TAC § 24.253(b)(5).

⁷ 16 TAC § 22.35(a) and 24.253.

⁸ 16 TAC § 22.35(a)(2).

⁹ 16 TAC § 22.35(a)(3).

Commission finds the information submitted with this Petition is insufficient for acceptance, Applicants respectfully request that they be notified immediately and provided an opportunity to cure any deficiencies identified.

Respectfully submitted,

**LLOYD GOSSELINK ROCHELLE &
TOWNSEND, P.C.**
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5800
(512) 472-0532 (Fax)
JAMIE MAULDIN
State Bar No. 24065694
jmauldin@lglawfirm.com
ATTORNEY FOR THE CITY OF JUSTIN

Geoffrey P. Kirshbaum
State Bar No. 24029665
TERRILL & WALDROP
810 W. 10th Street
Austin, Texas 78701
(512) 474-9100
(512) 474-9888 (fax)
gkirshbaum@terrilwaldrop.com
ATTORNEY FOR AQUA TEXAS, INC.

CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail _____, 2023.

Derek Seal
McGinnis Lochridge, LLP
1111 West 6th Street, Ste. 400
Austin, Texas 78703
dseal@mcginnislaw.com
ATTORNEY FOR DEVELOPERS

By: _____
Jamie Mauldin

AFFIDAVIT OF JAMES CLARK

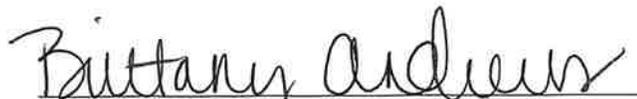
BEFORE ME, the undersigned authority, personally appeared James Clark, known to me to be the person who subscribed his name below, who, being by me first duly sworn did depose on his oath as follows:

1. "I am over 18 years of age, have not been convicted of a crime, and I am of sound mind.
2. The City of Justin, Texas (City) employs me as its Mayor. I am capable of making this Affidavit, and personally acquainted with the facts herein stated.
3. The City considered and approved an agreement between the City and Aqua Texas, Inc., (Aqua) whereby certain water and sewer certificate of convenience and necessity (CCN) service territory of Aqua's would be transferred to the City.
4. A true and correct copy of the City's City Council meeting agenda and minutes for the regular meeting on December 14, 2023, are attached hereto. Notice for this meeting complied with the Texas Open Meetings Act. At this meeting, the City Council discussed and approved the agreement with Aqua.
5. There are no customers being transferred pursuant to the agreement referenced above.
6. Further affiant sayeth not."

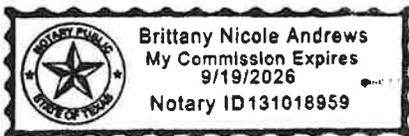


James Clark, Mayor

Subscribed to and sworn to before me, the undersigned authority on this the 16th day of November 2023.



Notary Public in and for the State of Texas



RESOLUTION NO. 635-23

A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL APPROVING AN AGREEMENT TO TRANSFER APPROXIMATELY 1,328.501 ACRES OF THE WATER CERTIFICATE OF CONVENIENCE & NECESSITY (CCN) FROM AQUA TEXAS TO THE CITY OF JUSTIN.

WHEREAS, the City Council approved a Developers Agreement with Bloomfield Homes LP on April 26, 2021, where the City is obligated to serve water and sewer.

WHEREAS, City and Aqua agree pursuant to Texas Water Code § 13.248 that City will extend retail public water utility service to the Development Properties and to the Conveyed Properties which are all currently within Aqua’s water CCN No. 13201, the City and will extend retail sewer utility service to the portion of the Development Properties currently within Aqua’s sewer CCN No. 21059; and

WHEREAS, the transfer of the CCN from Aqua Texas to the City of Justin is the first step in the City being able to provide retail water to the subject area.

WHEREAS, the agreement set forth herein is effective immediately after adoption.

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 approves the agreement attached as Exhibit “A.”

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

DULY PASSED by the City Council of the City of Justin, Texas, on the 14th day of December, 2023.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

City Attorney

AGREEMENT BETWEEN THE CITY OF JUSTIN AND AQUA TEXAS, INC.

This Agreement (the “Agreement”) is executed between the City of Justin (“City”), a political subdivision of the State of Texas, and Aqua Texas, Inc. (“Aqua”), effective as of the Effective Date as described below (City and Aqua are also sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, City is a political subdivision of the State of Texas organized and operating under various provisions of the Texas Local Government Code and other statutory provisions, and for both water and sewer service is a “retail public utility” as defined by Texas Water Code § 13.002(19); and

WHEREAS, Aqua is a Texas Corporation organized in accordance with the laws of the State of Texas, and for both water and sewer service, is a “retail public utility” as defined by Texas Water Code § 13.002(19), and is a “water utility” as defined by Texas Water Code § 13.002(23); and

WHEREAS, the City holds water Certificate of Convenience and Necessity (“CCN”) No. 10167 and sewer CCN No. 20061, each issued by the Public Utility Commission of Texas (“PUC”) or a prior agency with CCN regulatory authority authorizing exclusive retail water and sewer utility service by Aqua, including within the area described and depicted in Exhibit “A1” for water and in Exhibit “A2” for sewer, both in Denton County; and

WHEREAS, Aqua holds water CCN No. 13201 and sewer CCN No. 21059, each issued by the PUC or a prior agency with CCN regulatory authority authorizing exclusive retail water and sewer utility service to certain areas in Denton County near and adjacent to the City’s water CCN No. 10167 and the City’s sewer CCN No. 20061, as described and depicted in Exhibit “A1” for water and in Exhibit “A2” for sewer; and

WHEREAS, Bloomfield Homes, LP, Justin Timberbrook, LLC, and Royal Crest Properties, LLC (collectively the “Developers”), seek to develop one or more residential subdivision projects on various properties owned by Developers in Denton County (“Development Properties”), all described and depicted in Exhibit “A1” and in Exhibit “A2” in relation to the City’s water CCN No. 10167 and the City’s sewer CCN No. 20061; and

WHEREAS, Developers and the City entered into agreements in April 2016 and in May 2021 whereby the City is obligated to provide water and sewer service to portions of the

Development Properties as described therein (“Development Agreements”), which includes the properties owned by Developers as depicted on Exhibit “A1” and in Exhibit “A2”; and

WHEREAS, as depicted on Exhibit “A1” and in Exhibit “A2”, one or more of the Developers has previously conveyed 9.001 acres of the Development Properties to Milestone Church, LLC, has conveyed tracts of 7.459 acres and 2.069 acres to Timberbrook Crossing, LLC, and has conveyed 32.216 acres to JT Ladera, LLC (“Conveyed Properties”), all of which are subject to one of the Development Agreements but which will not be developed by Developers; and

WHEREAS, the Development Properties and the Conveyed Properties are all within the territory of Aqua’s water CCN No. 13201, and a portion of the Development Properties are within the territory of Aqua’s sewer CCN No. 21059; and

WHEREAS, City and Aqua agree pursuant to Texas Water Code § 13.248 that City will extend retail public water utility service to the Development Properties and to the Conveyed Properties which are all currently within Aqua’s water CCN No. 13201, the City and will extend retail sewer utility service to the portion of the Development Properties currently within Aqua’s sewer CCN No. 21059; and

WHEREAS, the City has received requests to provide water utility services to the Development Properties and the Conveyed Properties, and the City has received requests to provide sewer utility services to the portion of the Development Properties currently within Aqua’s sewer CCN No. 21059; and

WHEREAS, Aqua has only two water utility customers on the Development Properties, each of which customers is one of the Developers, and each of which has consented for the water CCN to be transferred from Aqua to the City, which is attached hereto as Exhibit “B”; and

WHEREAS, conditioned upon PUC approval of this transaction, City agrees to accept the Aqua CCN water service area that includes the Development Properties and the Conveyed Properties currently within Aqua’s water CCN No. 13201 and accept the obligation to serve it as consideration for the proposed CCN area transfer of the Development Properties and the Conveyed Properties from Aqua to City; and

WHEREAS, conditioned upon PUC approval of this transaction, City agrees to accept the Aqua CCN sewer service area that includes the Development Properties currently within Aqua’s

sewer CCN No. 21059, accept the obligation to serve it as consideration for the proposed CCN area transfer of this portion of the Development Properties from Aqua to City.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, City and Aqua hereby agree as follows:

1. **Term.** This Agreement shall continue in effect for five (5) years from the Effective Date. Notwithstanding the foregoing, this Agreement will terminate earlier on the date the approval by the PUC of this Agreement is final and non-appealable.

2. **Property Subject to the Agreement.** The property that is the subject of this Agreement for the water CCN service area proposed for transfer to the City is the Development Properties and the Conveyed Properties consisting of the 1,328.501 acres depicted on Exhibit “C1”. The property that is the subject of this Agreement for the sewer CCN service area proposed for transfer to the City is the Development Properties consisting of the 514 acres depicted on Exhibit “C2”.

3. **Transfer of Aqua CCN Service Areas.** Aqua consents and agrees to the transfer to the City the water CCN service area depicted on Exhibit “C1”, and Aqua consents and agrees to the transfer to the City of the sewer CCN service area depicted on Exhibit “C2, provided the following conditions and obligations are satisfied:

3.1 Within 30 days of execution of this Agreement, City and Aqua shall jointly prepare, file and diligently prosecute, at their own expense, an application pursuant to Texas Water Code §13.248 with the PUC (“13.248 Application”) to: (i) have the Development Properties and the Conveyed Properties depicted on Exhibit “C1” transferred from Aqua’s water CCN No. 13201 to the City’s water CCN No. 10167, and (ii) have the Development Properties depicted on Exhibit “C2” transferred from Aqua’s sewer CCN No. 21059 to the City’s sewer CCN No. 20061. Aqua consents to City water service and the City’s sewer service within the Development Properties and the Conveyed Properties, including during the pendency of PUC consideration of the 13.248 Application, and will not object or otherwise attempt to defeat the 13.248 Application to include the Development Properties

and the Conveyed Properties within the City's water CCN, or to include the Development Properties within the City's sewer CCN.

3.2 The City shall serve the Development Properties and the Conveyed Properties pursuant to separately agreed upon terms with Developer, including pursuant to the Development Agreements.

3.3 If the PUC denies the 13.248 Application for any reason, this Agreement shall be terminated when the PUC order denying the 13.248 Application is final and appealable.

4. **Retail Service.** Aqua hereby consents to City serving the Development Properties and the Conveyed Properties as contemplated by this Agreement during the pendency of the 13.248 Application at the PUC. The Parties agree that upon PUC approval of the 13.248 Application, Aqua shall have no further obligation to provide service to the Development Properties or to the Conveyed Properties, although Aqua and the City have agreed that Aqua will continue providing water utility service to the two customers on the Development Properties as of the Effective Date, until the City notifies Aqua that the City has the infrastructure in place to provide such service, at which time Aqua will relinquish the facilities downstream of the point of disconnection.

5. **Default.** In the event City or Aqua fail to comply with the terms of this Agreement, each Party has the right to enforce the terms of this Agreement by any remedy permitted by law.

6. **Miscellaneous.**

a. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

b. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas.

d. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

e. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

f. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

g. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and shall be deemed to have been properly given when delivered to the respective Party at the addresses below:

To the City:

Jamie Mauldin
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5800
(512) 472-0532 (Fax)
jmauldin@lglawfirm.com

To Aqua:

Craig L. Blanchette
President
Aqua Texas, Inc.
1106 W. Clayton Lane, Suite 400W
Austin, Texas 78723
(512) 990-4400
clblanchette@aquamerica.com

With a notice to:

Geoffrey P. Kirshbaum
Terrill & Waldrop

810 W. 10th Street
Austin, Texas 78701
(512) 474-9100
(512) 474-9888 (fax)
gkirshbaum@terrillwaldrop.com

Each Party may change the address to which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Agreement.

h. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

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

j. This Agreement shall be deemed drafted equally by each Party hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures on the following pages which is effective on the date of the latest signature (the "Effective Date").

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date of the _____ day of _____, 2023.

AQUA TEXAS, INC.

By: _____
Craig L. Blanchette, President

Date: _____

CITY OF JUSTIN, TEXAS

By: _____

Title: _____

Date: _____

Exhibit “A1” – Water CCN Mapping in Relation to Development Properties



Bloomfield Homes, L.P.
11.538 ACRES

Justin Timberbrook, LLC
385.361 Acres

Bloomfield Homes, L.P.
10.185 Acres

JT Ladera, LLC
32.216 Acres

Timberbrook Crossing, LLC
2.069 Acres

Timberbrook Crossing, LLC
7.459 Acres

Milestone Church, LLC
9.001 Acres

Bloomfield Homes, L.P.
102.06 Acres

Justin Timberbrook, LLC
549.992 Acres

Bloomfield Homes, L.P.
191.188 Acres

Royal Crest Properties, LLC
27.432 Acres

AQUA TX CCN
CITY OF JUSTIN CCN

PREPARED FOR:

Royal Crest Custom Homes
ROYAL CREST PROPERTIES, LLC
5848 BOAT CLUB ROAD, SUITE 456
FORT WORTH, TX 76179

PREPARED FOR:

BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTH LAKE, TX 76092
(817) 416-1572

PREPARED BY:

GMCivil
Engineering & Surveying
10000 North Collins Street, Suite 1000
Dallas, Texas 75243

Exhibit "A1"
AQUA TEXAS & JUSTIN
WATER CCN MAP &
OVERALL PROPERTY
EXHIBIT
CITY OF JUSTIN,
DENTON COUNTY, TEXAS
SEPTEMBER, 2023

© 2023 MapInfo Corporation. All Rights Reserved. MapInfo is a registered trademark of MapInfo Corporation. Aqua CCN Agreement 00019

Exhibit “A2” – Sewer CCN Mapping in Relation to Development Properties



Bloomfield Homes, L.P.
11.538 ACRES

Justin Timberbrook, LLC
549.992 Acres

Justin Timberbrook, LLC
385.361 Acres

JT Ladera, LLC
32.216 Acres

NORTHLAKE CCN
JUSTIN CCN

AQUA TEXAS CCN

NORTHLAKE CCN

NORTHLAKE CCN

CITY OF JUSTIN CCN

Bloomfield Homes, L.P.
102.06 Acres

Bloomfield Homes, L.P.
191.188 Acres

NORTHLAKE CCN

CITY OF JUSTIN CCN

Royal Crest Properties, LLC
27.432 Acres

Exhibit "A2"
AQUA TEXAS, JUSTIN, &
NORTHLAKE SEWER CCN
MAP & OVERALL
PROPERTY EXHIBIT
CITY OF JUSTIN,
DENTON COUNTY, TEXAS
SEPTEMBER, 2023

PREPARED FOR:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTH LAKE, TX 76092
(817) 416-1572

PREPARED BY:
GMcivil
Engineering & Surveying
10000 Rockledge Drive, Suite 100
Dallas, Texas 75244

PREPARED FOR:
Royal Crest Custom Homes
ROYAL CREST PROPERTIES, LLC
5848 BOAT CLUB ROAD, SUITE 456
FORT WORTH, TX 76179

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Aqua CCN Agreement 00021

Exhibit “B” - Consent Affidavit for Two Water Meters

AFFIDAVIT OF DON DYKSTRA

On this day, appeared before me Don Dykstra, and stated:

“My name is Don Dykstra. I am more than twenty-one (21) years of age and capable of making this affidavit. I have personal knowledge of the facts stated herein, which are true and correct.

1. I am the Manager of Bloomfield Homes, LP (“Bloomfield”), the Manager of Justin Timberbrook, LLC (“Timberbrook”), and the Manager of Royal Crest Properties, LLC (“Royal Crest”) (collectively the “Developers”). Royal Crest Custom Homes is affiliated with Royal Crest, and I am also authorized to make decisions on behalf of Royal Crest Custom Homes.

2. In conjunction with this affidavit, the Developers have entered into an agreement with Aqua Texas, Inc. (“Aqua”) which among other things, is an agreement to transfer 1,329.501 acres or property owned by Developers (“Water CCN Transfer Area”) from Aqua’s water Certificate of Convenience and Necessity (“CCN”) No. 13201 which has been issued by the Public Utility Commission of Texas (“PUC”) to the City of Justin’s (“Justin’s”) water CCN No. 10167 which has been issued by the PUC.

3. Mapping of the Water CCN Transfer Area is included with a petition to be filed in conjunction with this affidavit with the PUC by Aqua and Justin in order to obtain PUC approval for the transfer the Water CCN Transfer Area (“Petition”).

4. I understand that this affidavit will be included an exhibit to the Petition. The Petition was prepared as part of the agreement between Developers and Aqua. I am familiar with the contents of the Petition which are true and correct.

5. There are currently only two meters located in the Water CCN Transfer Area through which Aqua provides retail water service. Aqua invoices dated July 2023 for each of the

Don Dykstra
Royal Crest Custom Homes

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ___th day of _____, 2023, by Don Dykstra, with Royal Crest Custom Homes, on behalf of said company.

Notary Public in and for the State of Texas

Don Dykstra
Manager of Bloomfield Homes, LP

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ___th day of _____, 2023, by Don Dykstra, Manager of Bloomfield Homes, LP, on behalf of said company.

Notary Public in and for the State of Texas

Don Dykstra
Manager of Justin Timberbrook, LLC

Properties, LLC

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ____th day of _____, 2023, by Don Dykstra, Manager of Justin Timberbrook, LLC, on behalf of said company.

Notary Public in and for the State of Texas



Service To:
BLOOMFIELD HOMES, LP
 12196 FM 407
 JUSTIN, TX 76247-4417

Account Number
002709205 0659556
 FT WORTH WATER
 1317000 PWSID # TX0610203

Aqua Texas, Inc.
 762 W. Lancaster Avenue
 Bryn Mawr, PA 19010-3489

Toll Free: **877.987.2782**
 Fax: **866.780.8292**
 Aquawater.com

Questions about your water service? Contact us before the due date.

Bill Date
July 11, 2023

Total Amount Due
\$ 49.72

Current Charges Due Date
August 02, 2023

Meter Data	Meter	Size	Billing Period	Days	Read Type	Meter Readings	Usage	Units
	21324264	5/8	07/08/23	30	Actual	442200	0	Gallons
			06/08/23		Actual	442200		
			Total Days: 30			Total Usage:	0	Gallons

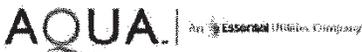
Billing Detail

Amount Owed from Last Bill	\$ 49.72
Total Payments Received	49.72
Remaining Balance	0.00
Water Base Facility Charge	45.06
Total Water Charges.....	45.06
System Improvement Charge -Water	6.50
FTCCR Water Credit Rider	2.34 Credit
Regulatory Assessment Fee	0.50
Amount Due ON or BEFORE 08/02/23	\$ 49.72
Amount Due AFTER 08/02/23	\$ 53.99

Message Center (see reverse side for other information)

- Would you like to quickly and easily learn important information about your water? Please let us know how you want to be contacted via our new automated notification system by clicking on the WaterSmart Alerts button at www.aquawater.com.
- The due date refers to current charges and any deferred payment amount only. If you do not pay your bill on time, your service could be subject to interruption. To ensure proper credit, please remember to provide your full 16-digit account number when paying your bill.

RETURN THIS PORTION WITH YOUR PAYMENT



Aqua Texas, Inc.
 762 W. Lancaster Avenue • Bryn Mawr, PA 19010-3489

Please do not remit payment to the above address

Cyo=31F4 Iup=4600693

Seq=30044

***AUTO**ALL FOR AADC 760 C 109 P 3 36944 1 AB 0.534



BLOOMFIELD HOMES, LP
 1050 E STATE HWY 114 STE 210
 SOUTHLAKE TX 76092-5255

MAKE CHECK PAYABLE TO:
 Aqua TX

Account Number

002709205-0659556

BEFORE DUE DATE 08/02/2023 PAY THIS AMOUNT \$49.72

AFTER DUE DATE 08/02/2023 PAY THIS AMOUNT \$53.99

Amount Enclosed \$

AQUA TEXAS
 PO BOX 70279
 PHILADELPHIA PA 19176-0279



00270920506595560000000049722



Service To:
ROYAL CREST CUSTOM HOMES
11668 FM 407
JUSTIN, TX 76247
Lot: 45032372 Block:

Account Number
002669114 0672946
 FT WORTH WATER
 1317000 PWSID # TX0610203

Aqua Texas, Inc.
 762 W. Lancaster Avenue
 Bryn Mawr, PA 19010-3489

Toll Free: **877.987.2782**
 Fax: **866.780.8292**
Aquawater.com

Questions about your water service? Contact us before the due date.

Bill Date
July 11, 2023

Total Amount Due
\$ 136.58

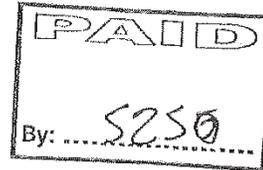
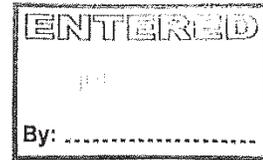
Current Charges Due Date
August 02, 2023

Meter Data

Meter	Size	Billing Period	Days	Read Type	Meter Readings	Usage	Units
21315135	1"	07/08/23	30	Actual	394100	0	Gallons
		06/06/23		Actual	394100		
Total Days: 30				Total Usage:		0	Gallons

Billing Detail

Amount Owed from Last Bill	\$ 124.27
Total Payments Received	124.27
Remaining Balance	0.00
Water Base Facility Charge	112.65
Total Water Charges.....	112.65
Late Charge.....	12.31
System Improvement Charge -Water	16.25
FTCCR Water Credit Rider	5.86 Credit
Regulatory Assessment Fee.....	1.23
Amount Due ON or BEFORE 08/02/23	\$ 136.58
Amount Due AFTER 08/02/23.....	\$ 147.26



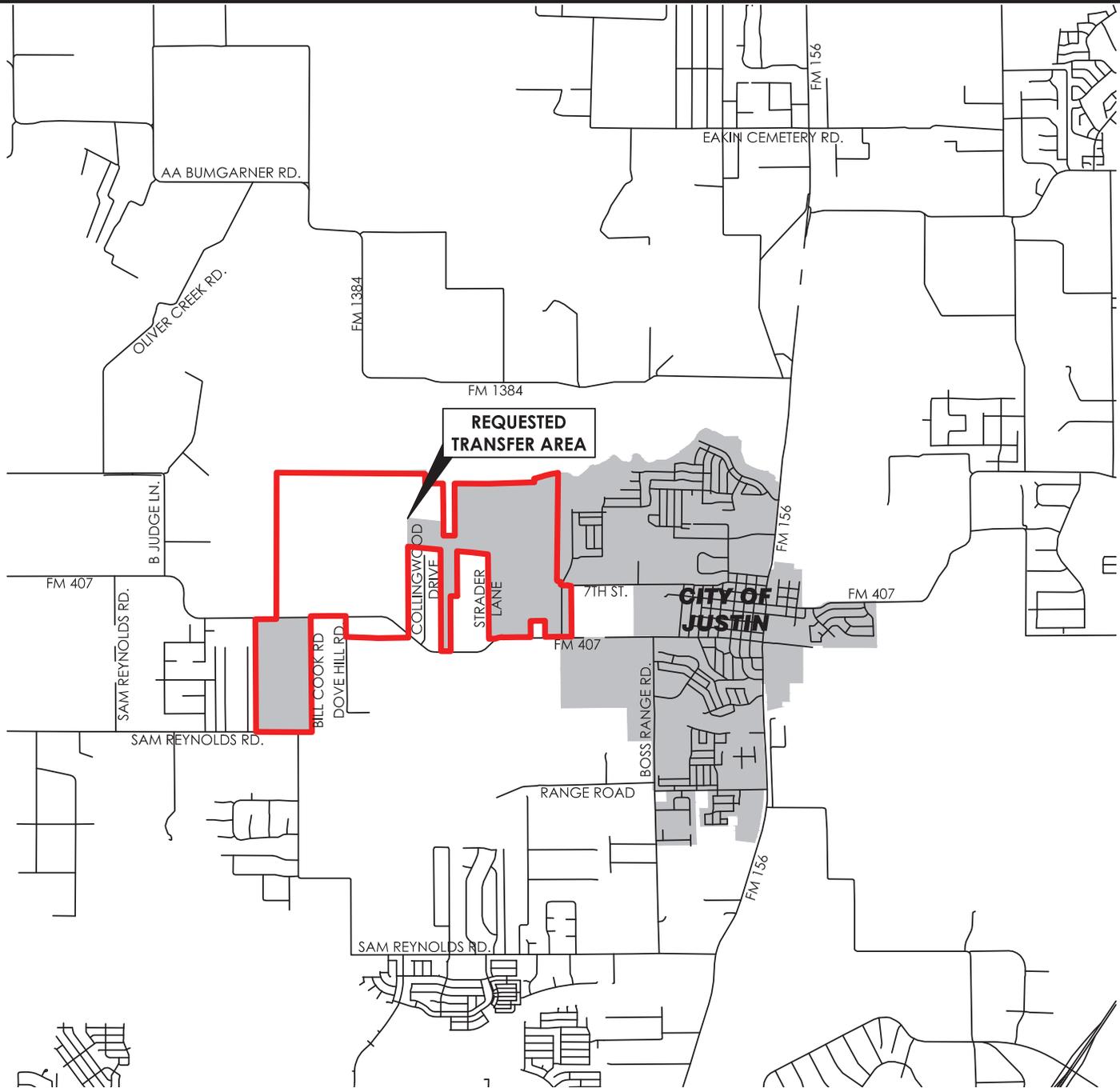
Message Center (see reverse side for other information)

- Would you like to quickly and easily learn important information about your water? Please let us know how you want to be contacted via our new automated notification system by clicking on the WaterSmart Alerts button at www.aquawater.com.
- The due date refers to current charges and any deferred payment amount only. If you do not pay your bill on time, your service could be subject to interruption. To ensure proper credit, please remember to provide your full 16-digit account number when paying your bill.

Exhibit “C1” – General and Detailed Mapping of Water CCN Transfer Area

EXHIBIT "C1"

(General Location Map For the Water CCN Service Area)



1 inch equals 1 mile

LEGEND



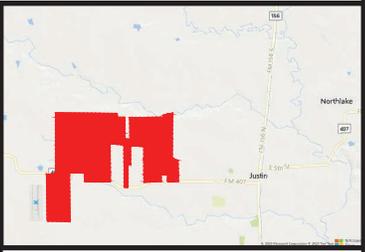
- REQUESTED TRANSFER AREA
- JUSTIN CITY LIMITS

WATER CCN TRANSFER AREA 1328.501 AC.
DENTON COUNTY, TEXAS

GM civil

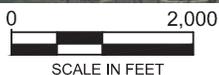
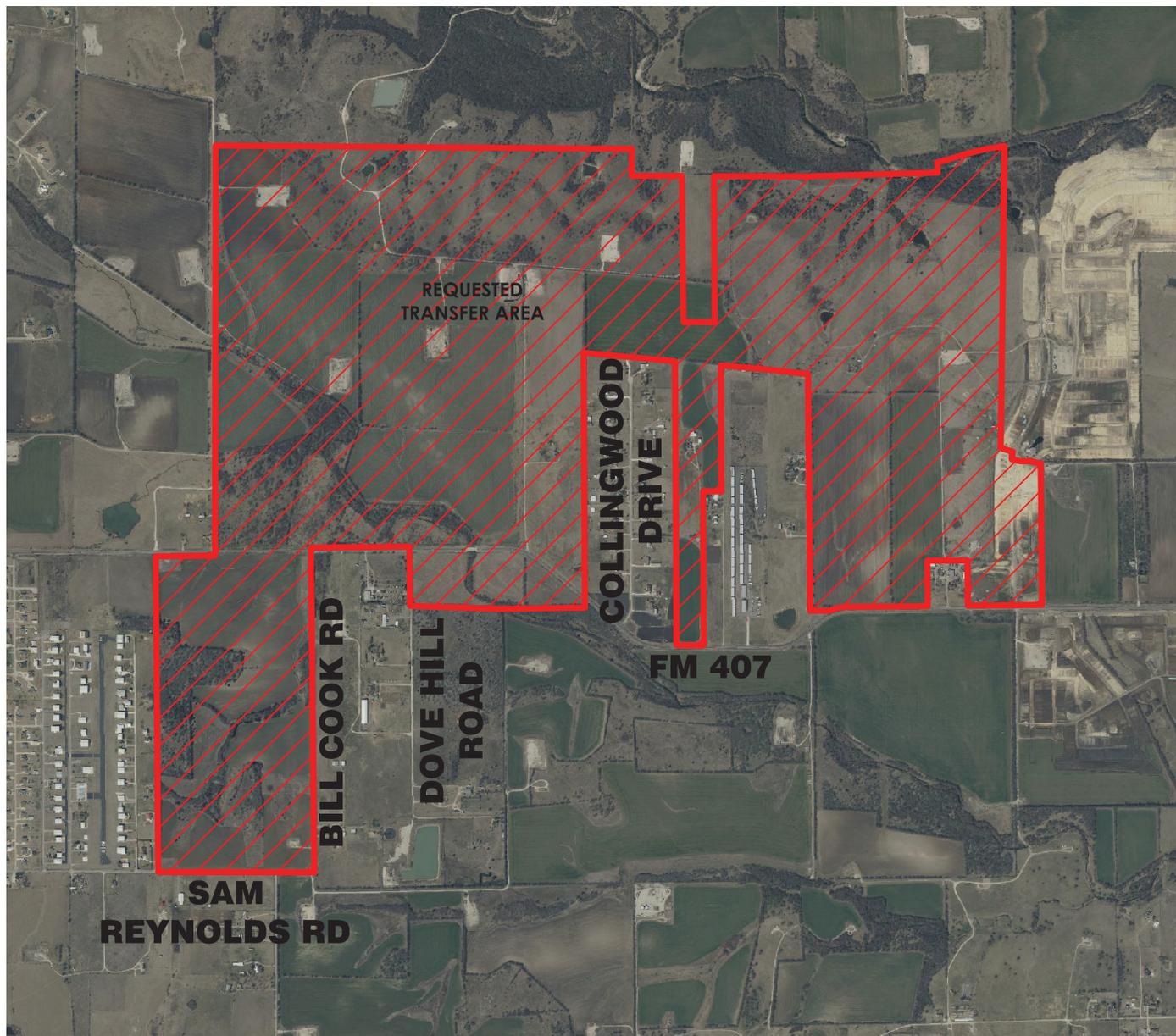
Engineering & Surveying

2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700



VICINITY MAP
1" = 3 MILES

EXHIBIT "C1"
(Detailed Map For the Water CCN Service Area)



LEGEND

 REQUESTED TRANSFER AREA

WATER CCN TRANSFER AREA 1328.501 AC.
 DENTON COUNTY, TEXAS



GM civil
 Engineering & Surveying
 2559 SW Grapevine Pkwy, Grapevine, Texas 76051
 817-329-4373
 TxEng Firm # F-2944 | TxSurv Firm # 10021700

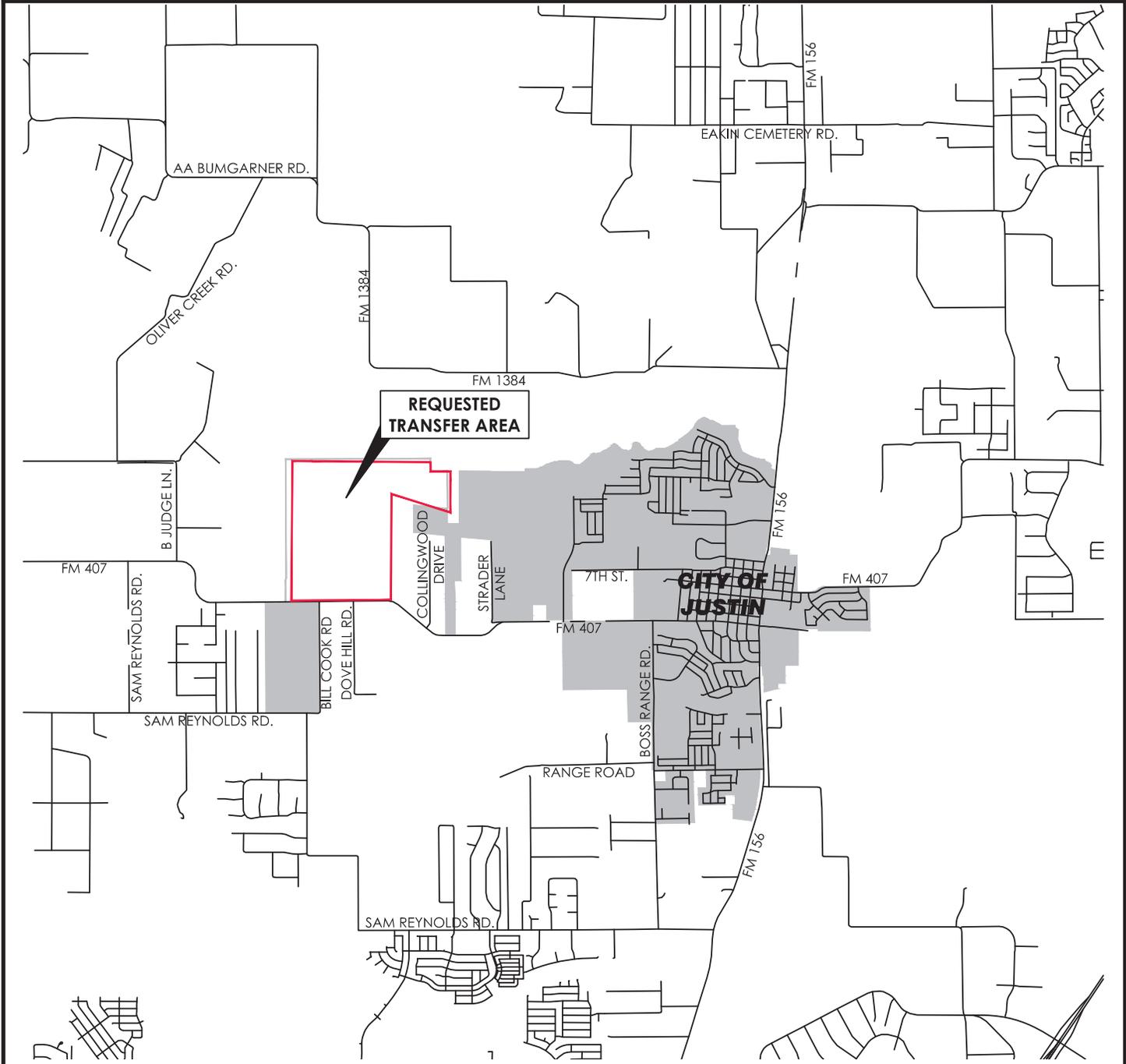


VICINITY MAP
 1" = 3 MILES

Exhibit “C2” – General and Detailed Mapping of Sewer CCN Transfer Area

EXHIBIT "C2"

(General Location Map For the Sewer CCN Service Area)



1 inch equals 1 mile

LEGEND

 REQUESTED TRANSFER AREA

 JUSTIN CITY LIMITS



SEWER CCN TRANSFER AREA 514 AC.
DENTON COUNTY, TEXAS



GM civil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700



VICINITY MAP
1" = 3 MILES

EXHIBIT "C2"
(Detailed Map For the Sewer CCN Service Area)



LEGEND

 REQUESTED TRANSFER AREA



SEWER CCN TRANSFER AREA 514 AC.

DENTON COUNTY, TEXAS



GM civil

Engineering & Surveying

2559 SW Grapevine Pkwy, Grapevine, Texas 76051

817-329-4373

TxEng Firm # F-2944 | TxSurv Firm # 10021700



VICINITY MAP

1" = 3 MILES

Attachment “B1” - PUC Petition for the 13.248 Agreement

PETITION BY THE CITY OF JUSTIN §
AND AQUA TEXAS, INC. FOR TEXAS §
WATER CODE §13.248 APPROVAL TO §
DESIGNATE WATER AND SEWER §
CERTIFICATE OF CONVENIENCE AND §
NECESSITY SERVICE AREAS BY §
CONTRACT IN DENTON COUNTY, §
TEXAS §
§
§

BEFORE THE
PUBLIC UTILITY COMMISSION
OF TEXAS

**THE CITY OF JUSTIN’S AND AQUA TEXAS, INC.’S PETITION UNDER TEXAS
WATER CODE § 13.248**

COME NOW, the City of Justin, Texas (“City”) and Aqua Texas, Inc. (“Aqua”) (collectively, “Applicants”) and hereby file this Petition for approval under Texas Water Code (“TWC”) §13.248 and 16 Texas Administrative Code (“TAC”) §24.253 to designate certificate of convenience and necessity (“CCN”) service areas by contract and enforcement of same (“Petition” or “Application”). The relief requested affects portions of Aqua’s water CCN No. 13201 and sewer CCN No. 21059 , and portions of the City’s water CCN No. 10167 and sewer CCN No. 20061, all located in Denton County, Texas related to development of properties owned by Bloomfield Homes, LP, Justin Timberbrook, LLC, and Royal Crest Properties, LLC (collectively the “Developers”), and related to a small subset of properties which have been conveyed by one or more of the Developers to third parties. In support thereof, Applicants show the following.

I. PURPOSE OF THE PETITION

Applicants file this Petition to request the Public Utility Commission of Texas (“Commission”) act to approve and enforce a contract in which Applicants have agreed to transfer portions of Aqua’s water CCN No. 13201 service area to existing City water CCN No. 10167 and transfer portions of Aqua’s sewer CCN No. 21059 service area to existing City sewer CCN No. 20061. The Applicants’ agreement designates the exchanged area to be served by the City. The

specific transfer area and terms of the agreement are more specifically set forth in the Agreement Between City and Aqua included as **Exhibit 1** (the “Contract”).¹ The City has received requests that it provide retail water utility service and retail sewer utility service to planned development in the transfer area, some of which is subject to development agreements under which the City has agreed to provide service. The only two water utility customers which are currently located in the areas proposed for transfer are the Developers, each of which has consented to the transfers.

II. REQUEST FOR TRANSFER/DECERTIFICATION

Pursuant to 16 TAC § 24.253, implementing TWC §13.248, Applicants hereby provide the following information in furtherance of Commission approval for the CCN service area designations contemplated by this Petition:

1. A general location map and a detailed location map of the subject service area designations prepared in accordance with 16 TAC § 24.257(a) are included in **Exhibit 1** as **Exhibit “C1”** (General Location Map for the Water CCN service Area), **Exhibit “C1”** (Detailed Map for the Water CCN service Area), **Exhibit “C2”** (General Location Map for the Sewer CCN Service Area), and **Exhibit “C2”** (Detailed Map for the Sewer CCN Service Area). Digital mapping is included as an attachment to this Petition for the general location and detailed location mapping.²
2. A copy of the executed Contract, the entirety of which is included as **Exhibit 1**.³
3. The number of customers to be transferred is two (2) water customers, each of which is one of the Developers who has received notice, and each of which has

¹ All Exhibits are hereafter attached and incorporated by reference.

² 16 TAC § 24.253(b)(1).

³ 16 TAC § 24.253(b)(2).

consented for the water CCN service to be transferred from Aqua to the City, as included in **Exhibit 1** as **Exhibit “B”**.⁴

The Contract was discussed at City's _____, 2023 Council meeting. Pursuant to 16 TAC § 24.253(c)(2) and (3) attached as **Exhibit 2** is the affidavit of _____ as Mayor of City and the City Notice for the _____, 2023 meeting and approved meeting minutes.⁵

The Commission has no standardized application form for the relief sought in this Petition and, thus, Applicants are relying on 16 TAC § 24.253 for the contents of this Petition. However, that rule states that “any other information required by the commission” should be submitted.⁶ Applicants respectfully request that the Commission inform Applicants if any other information is required. The undersigned will be the point of contact for this Petition.

III. REQUEST FOR INFORMAL DISPOSITION

Pursuant to 16 TAC § 22.35, Applicants request informal disposition processing for this Application without a hearing as all requirements for same are met.⁷ Notice has been provided pursuant to 16 TAC § 24.253 to the only two customers, each of which has consented. Further, if the Application is approved, the decision will not be adverse to any party other than Commission Staff.⁸ Thus, a hearing should not be required and informal disposition is appropriate.⁹

IV. CONCLUSION

The City and Aqua respectfully request the Commission process this Petition under TWC § 13.248 and 16 TAC § 24.253 with respect to the agreed upon CCN transfers described herein and approve the CCN designations contemplated by the Contract. If for any reason the

⁴ 16 TAC § 24.253(b)(3) and 16 TAC § 24.253(c)(1).

⁵ 16 TAC § 24.253(b)(4) and 16 TAC § 24.253(c)(2) and (3).

⁶ 16 TAC § 24.253(b)(5).

⁷ 16 TAC § 22.35(a) and 24.253.

⁸ 16 TAC § 22.35(a)(2).

⁹ 16 TAC § 22.35(a)(3).

Commission finds the information submitted with this Petition is insufficient for acceptance, Applicants respectfully request that they be notified immediately and provided an opportunity to cure any deficiencies identified.

Respectfully submitted,

**LLOYD GOSSELINK ROCHELLE &
TOWNSEND, P.C.**
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5800
(512) 472-0532 (Fax)
JAMIE MAULDIN
State Bar No. 24065694
jmauldin@lglawfirm.com
ATTORNEY FOR THE CITY OF JUSTIN

Geoffrey P. Kirshbaum
State Bar No. 24029665
TERRILL & WALDROP
810 W. 10th Street
Austin, Texas 78701
(512) 474-9100
(512) 474-9888 (fax)
gkirshbaum@terrilwaldrop.com
ATTORNEY FOR AQUA TEXAS, INC.

CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail _____, 2023.

Derek Seal
McGinnis Lochridge, LLP
1111 West 6th Street, Ste. 400
Austin, Texas 78703
dseal@mcginnislaw.com
ATTORNEY FOR DEVELOPERS

By: _____
Jamie Mauldin



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider and take appropriate action to add City Manager, Jarrod Greenwood and Mayor, James Clark as signers on the Chase Bank accounts for the City of Justin.

Department: Finance

Contact: Josh Armstrong, Finance Director

Recommendation:

Approve City Manager Jarrod Greenwood, and Mayor James Clark as a signer on the Chase Bank operating account.

Background:

The City Manager and the Mayor are signers for the operating account to ensure that there are always two signers available to sign checks. This is a standard procedure that is in place for emergency type situations like inclement weather. The process of the governing body to approve the signers is a required security feature for most banks and will also require the minutes from this meeting to be approved before the new signers are added.

City Attorney Review: No

Attachments:

None



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 7. (CONSENT AGENDA)

Title: Consider and take appropriate action to approve City Council minutes dated October 26, 2023, November 9, 2023 and Special Meeting minutes dates November 16, 2023.

Department: Administration

Contact: Brittany Andrews, City Secretary

Recommendation:

Approve as presented.

Background:

City Attorney Review: No

Attachments:

1. October 26, 2023 CC minutes
2. November 9, 2023 CC minutes
3. November 16, 2023 Special CC minutes

Ricky Jones, Place 1
Tomas Mendoza, Place 2
John Mounce, Mayor Pro Tem Place 3



Alyssa Linenkugel, Place 4
Dylan James, Place 5
Chrissa Hartle, Place 6

Mayor, James Clark

MINUTES

State of Texas
County of Denton
City of Justin

Justin City Council Regular Session Meeting- October 26, 2023

The Justin City Council Meeting convened into a Regular Session being open to the public the 26th day of October 2023 at 5:30 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date, and subject thereof having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, James Clark, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, Dylan James, Ricky Jones, Chrissa Hartle, and Alyssa Linenkugel. City Staff: City Manager, Jarrod Greenwood, Public Works Director, Josh Little, Director of Planning and Development, Matt Cyr, City Secretary, Brittany Andrews, and City Attorney, Matthew Boyle.

CALL TO ORDER

Mayor Clark called the meeting to order at 5:30 p.m.

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 a private consultation with the City Attorney regarding:
 - Dannheim Complaint Against The City of Justin; PUCT Docket No. 53836
 - Petition of Town of Northlake and City of Justin; PUCT Docket No. 54243
 - Range Developers Agreement
 - Oncor Transmission Line
 - Denton County MUD 10

Convene into executive session at 5:07PM

Adjourn into open meeting at 6:31PM

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

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”*

ADJOURN INTO JOINT WORKSHOP - Mayor Clark convened the joint workshop with the Justin Community Volunteer Fire Department Board for discussion on next steps.

RECOGNITION

2. Proclamation recognizing October as Domestic Violence Awareness Month.

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.

Tom Cronberger, address on file and comment on record.

CONSENT AGENDA

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

3. Consider and take appropriate action to approve Resolution 627-23 for the purchase of a Vac Truck for Public Works.
4. Consider and take appropriate action to approve Resolution 628-23 regarding the purchase of the Harben Jetter Truck for Public Works.
5. Consider and take appropriate action to approve Resolution 629-23 for a contract with Joe's Welding to construct an Equipment Storage Building for Public Works in the amount of \$145,000.
6. Consider and take appropriate action to approve Resolution 630-23 approving the Landscaping Services Agreement with Brightview Landscaping Services.

Mayor Pro Tem, Mounce moved to approve consent items 2, 4, and 5.

Seconded by: Councilwoman Linenkugel

Aye votes: Councilmembers Jones, Mendoza, Mounce, Linenkugel, Clark, James, and Hartle
Motion Carries

ITEMS PULLED FROM CONSENT AGENDA

3. Consider and take appropriate action to approve Resolution 628-23 regarding the purchase of the Harben Jetter Truck for Public Works.

Councilman Mendoza moved to approve item 3 as presented.

Seconded by: Councilwoman Linenkugel

Aye votes: Councilmembers Jones, Mendoza, Mounce, Linenkugel, Clark, James, and Hartle
Motion Carries

WORKSHOP

7. Discuss the proposed 2024 City Council meeting calendar.
8. Discussion regarding Animal Control.
9. Discuss City Council Policies and Procedures.

POSSIBLE ACTION ITEMS

10. Consider and take appropriate action to approve Ordinance 764-23 on the first reading approving an end-of-year budget amendment for the City of Justin Fiscal Year 2022-2023.

Mayor Pro Tem, Mounce moved to approve Ordinance 764-23 as presented.

Seconded by: Councilman Mendoza

Aye votes: Councilmembers Jones, Mendoza, Mounce, Linenkugel, Clark, James, and Hartle

Motion Carries

11. Public Hearing and Ordinance 763-23 on second reading to consider annexation for 74.174 acres legally described as Mary Polk Survey, Abstract No. 993, Denton County, Texas. Generally located northeast of the intersection of Sam Reynolds Road and Boss Range Road.

Mayor Clark opened public hearing at 9:08PM

Mayor Clark closed the public hearing at 9:08PM

Councilman Mendoza moved to approve Ordinance 763-23 as presented.

Seconded by: Councilwoman Hartle

Aye votes: Councilmembers Jones, Mendoza, Mounce, Linenkugel, Clark, James, and Hartle

Motion Carries

12. Consider and act upon a Final Plat for Wildflower Ridge Addition legally described as Lots 1-12, Block A. Generally located northwest from the intersection of Boss Range Road and Range Road.

Councilman Jones moved to approve item 12 as presented.

Seconded by: Councilwoman Linenkugel

Aye votes: Councilmembers Jones, Mendoza, Mounce, Linenkugel, Clark, James, and Hartle

Motion Carries

FUTURE AGENDA ITEMS

ADJOURN

With there being no further business, the meeting was adjourned at 10:13 PM

Brittany Andrews

Brittany Andrews, City Secretary

Seal:

Ricky Jones, Place 1
Tomas Mendoza, Place 2
John Mounce, Mayor Pro Tem Place 3



Alyssa Linenkugel, Place 4
Dylan James, Place 5
Chrissa Hartle, Place 6

Mayor, James Clark

MINUTES

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

Justin City Council Regular Session Meeting- November 9, 2023

The Justin City Council Meeting convened into a Regular Session being open to the public on the 9th day of November 2023 at 5:30 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date, and subject thereof having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, James Clark, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, Dylan James, Ricky Jones, and Alyssa Linenkugel. City Staff: City Manager, Jarrod Greenwood, Assistant City Manager, Abbey Reece, Public Works Director, Josh Little, Director of Planning and Development, Matt Cyr, City Secretary, Brittany Andrews, and City Attorney, Matthew Boyle. Not Present: Councilwoman Hartle

CALL TO ORDER

Mayor Clark called the meeting to order at 5:30 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”***

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 a private consultation with the City Attorney regarding:

- Danheim Complaint Against the City of Justin; PUCT Docket No. 53836
- Petition of Town of Northlake and City of Justin; PUCT Docket No. 54243
- Range Developers Agreement

- Oncor Transmission Line

Under Section 551.076, to deliberate the deployment or implementation of security personnel or devices:

- Tasers, Body-worn cameras, and fleet camera systems

Under Section 551.087, deliberations regarding economic development negotiations regarding:

- Waste Connections

Convene into executive session at 5:33PM

Adjourn into open meeting at 6:27PM

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

RECOGNITION

- Mayor Clark to recognize Lesa Keith, Court Administrator and Library Director.

Upcoming Meetings and Events

November 6 - Municipal Court
November 7 - Election Day
November 9 - City Council
November 10 - City Hall Closed for Veterans Day
November 14 - Parks and Recreation Board
November 16 - EDC/CDC
November 21 - Planning and Zoning Commission

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.

Jeff Collins - Site manager for WC for the City of Justin,
Anzhela Chopovenko – address on file, comment on record
David Beck – address on file, comment on record
Traci Kirkpatrick - address on file, comment on record
Kenneth Harbon - address on file, comment on record

CONSENT AGENDA

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

2. Consider and take appropriate action to approve City Council minutes dated August 31, 2023, and October 12, 2023.
3. Consider and take appropriate action to approve a Memorandum of Understanding between the City of Justin and Gaston House.
4. Consider and take appropriate action approving Resolution 631-23 designating the Denton Record-Chronicle as the City of Justin Newspaper of record.
5. Consider and take appropriate action to approve Ordinance 764-23 on the second reading approving an end-of-year budget amendment for the City of Justin Fiscal Year 2022-2023.
6. Consider and take appropriate action to approve the 2024 City Council meeting calendar.
7. Consider and act upon a Final Plat for Timberbrook Phase 5 legally described as LOTS 6-13, 14X, BLOCK 32; LOTS 13-25, BLOCK 33, LOTS 1-28, BLOCK 34; LOTS 1-30, BLOCK 35; LOTS 3-31, BLOCK 36. Generally located northeast from the intersection of Timberbrook Parkway and FM 407.
8. Consider and act upon a preliminary plat for Meadowlands Phase II consisting of eleven lots. Generally located southeast from the intersection of Sage Drive and FM 407.

Mayor Pro Tem, Mounce moved to approve consent items 2,3,5,6 and 7 as presented.

Seconded by: Councilwoman Linenkugel

Aye votes: Councilmembers Jones, Mendoza, Mounce, Linenkugel, Clark and James

Not present: Councilwoman Hartle

Motion carries

ITEMS PULLED FROM CONSENT AGENDA

4. Consider and take appropriate action approving Resolution 631-23 designating the Denton Record-Chronicle as the City of Justin Newspaper of record.

Councilman Mendoza moved to approve item 4 as presented.

Seconded by: Councilman James

Aye votes: Councilmembers Jones, Mendoza, Mounce, Linenkugel, Clark and James

Not present: Councilwoman Hartle

Motion carries

8. Consider and act upon a preliminary plat for Meadowlands Phase II consisting of eleven lots. Generally located southeast from the intersection of Sage Drive and FM 407.

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

Seconded by: Councilman Jones

Aye votes: Councilmembers Jones, Mendoza, Mounce, Linenkugel, Clark and James

Not present: Councilwoman Hartle

Motion carries

WORKSHOP ITEMS

9. Presentation of Tax Increment Reinvestment Zone opportunities.
10. Discussion regarding the Board of Ethics.
11. Discussion regarding City Council roles related to the City Boards and Commission appointments.
12. Discussion regarding the Bond Election.
13. Discuss Oncor Ramhorn Hill transmission line.

POSSIBLE ACTION ITEMS

14. Consider and take appropriate action regarding appointments to and membership of the Board of Ethics.

Councilman Jones moved to approve the appointments as presented to the Board of Ethics.

Seconded by: Councilman Mendoza

Aye votes: Councilmembers Jones, Mendoza, Mounce, Linenkugel, Clark and James

Not present: Councilwoman Hartle

Motion carries

15. Consider and take appropriate action on first reading for ordinance 765-23 authorizing the creation and designating a geographic area within the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number One.

Mayor Clark opened the public hearing at 8:00 PM

Mayor Clark closed the public hearing at 8:10 PM

Councilman James moved to reopen the Public Hearing and continue same to the City Council's December 14, 2023, meeting date at 5:30pm and to approve Ordinance No. 765-23.

Seconded by: Mayor Pro Tem, Mounce

Aye votes: Councilmembers Mendoza, Mounce, Linenkugel, Clark and James

Nay votes: Councilman Jones
Not present: Councilwoman Hartle
Motion carries

16. Consider and take appropriate action authorizing the City Manager to enter into an agreement with Axon Enterprises for the purchase of Tasers, Body Cameras, and Fleet Camera Systems for the Justin Police Department.

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

Seconded by: Councilman Mendoza
Aye votes: Councilmembers Jones, Mendoza, Mounce, Linenkugel, Clark and James
Not present: Councilwoman Hartle
Motion carries

FUTURE AGENDA ITEMS

COUNCIL RECAP

ADJOURN

With there being no further business, the meeting was adjourned at 8:53 PM

Brittany Andrews
Brittany Andrews, City Secretary

Seal:

Ricky Jones, Place 1
Tomas Mendoza, Place 2
John Mounce, Mayor Pro Tem Place 3



Alyssa Linenkugel, Place 4
Dylan James, Place 5
Chrissa Hartle, Place 6

Mayor, James Clark

MINUTES

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

Justin City Council Special Called Meeting- November 16, 2023

The Justin City Council Meeting convened into a Regular Session being open to the public the 16th day of November 2023 at 2:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date, and subject thereof having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, James Clark, Mayor Pro Tem, John Mounce, Councilmember Dylan James, City Staff: City Secretary, Brittany Andrews.

CONVENE INTO SESSION: Mayor Clark called the Special City Council meeting to order at 2:00 PM.

ACTION ITEMS

1. Consideration and approval of an ordinance canvassing the returns and declaring the results of a Bond Election held on November 7, 2023, by the City of Justin, Texas.

Councilmember James moved to approve an ordinance canvassing the returns and declaring the results of the Bond Election held on November 7, 2023, by the City of Justin, Texas.

Seconded by: Mayor Pro Tem, Mounce

Aye votes: Mayor Clark and Councilmembers James and Mounce.

Motion carries

ADJOURN

With there being no further business, the special called meeting was adjourned at 2:00 PM

Brittany Andrews

Brittany Andrews, City Secretary

Seal:



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 8. (WORKSHOP)

Title: Discussion regarding benchmark city compensation analysis.

Department: Administration

Contact: Jarrod Greenwood, City Manager, Janet Holden, Human Resources Generalist

Recommendation:

To identify other municipalities within a 50-mile radius of the City of Justin, including growing municipalities and cities that we have either lost employees to or have hired employees from. This will allow an internal review of compensation using municipalities instead of the private sector. It is recommended that a compensation study be conducted every two years to ensure that compensation is provided to the City employees at market level. This is for discussion only and there is no budget action being requested.

Background:

A compensation study was completed in the summer of 2022. This study included both public and private sector compensation and job comparisons and set minimum salaries as the target for all employees.

City Attorney Review: No

Attachments:

None



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 9. (WORKSHOP)

Title: Discussion regarding Animal Control.

Department: Police

Contact: Brian Frieda, Police Chief

Recommendation:

Discussion only.

Background:

City Attorney Review: No

Attachments:

None



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 10. (WORKSHOP)

Title: Discuss Ethics Committee update.

Department: Administration

Contact: Janet Holden, Human Resources Generalist

Recommendation:

Discussion only

Background:

Janet will be providing an update on the Ethics Committee.

City Attorney Review: No

Attachments:

None



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 11. (WORKSHOP)

Title: Discuss the Gaston House Project timeline.

Department: Development

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Discuss accordingly. If the City Council intends to modify the timeline or add specific steps and deliverables, Staff suggests providing guidance during this discussion.

Background:

The City Council approved a Developers Agreement with The Preserve on April 26, 2021. As per this agreement, the City was slated to acquire the Gaston House Property, activating an 18-month "Shot Clock" from the moment the deed exchanged hands to the City. The deed transfer occurred on March 17, 2023. Consequently, the City Council's deadline to keep the property would be September 17, 2024. Staff collaborated with several Gaston Committee members to present a timeline to the City Council, outlining the necessary steps and inviting discussion or directives regarding the project's future progression.

A timeline has been submitted for City Council to provide feedback.

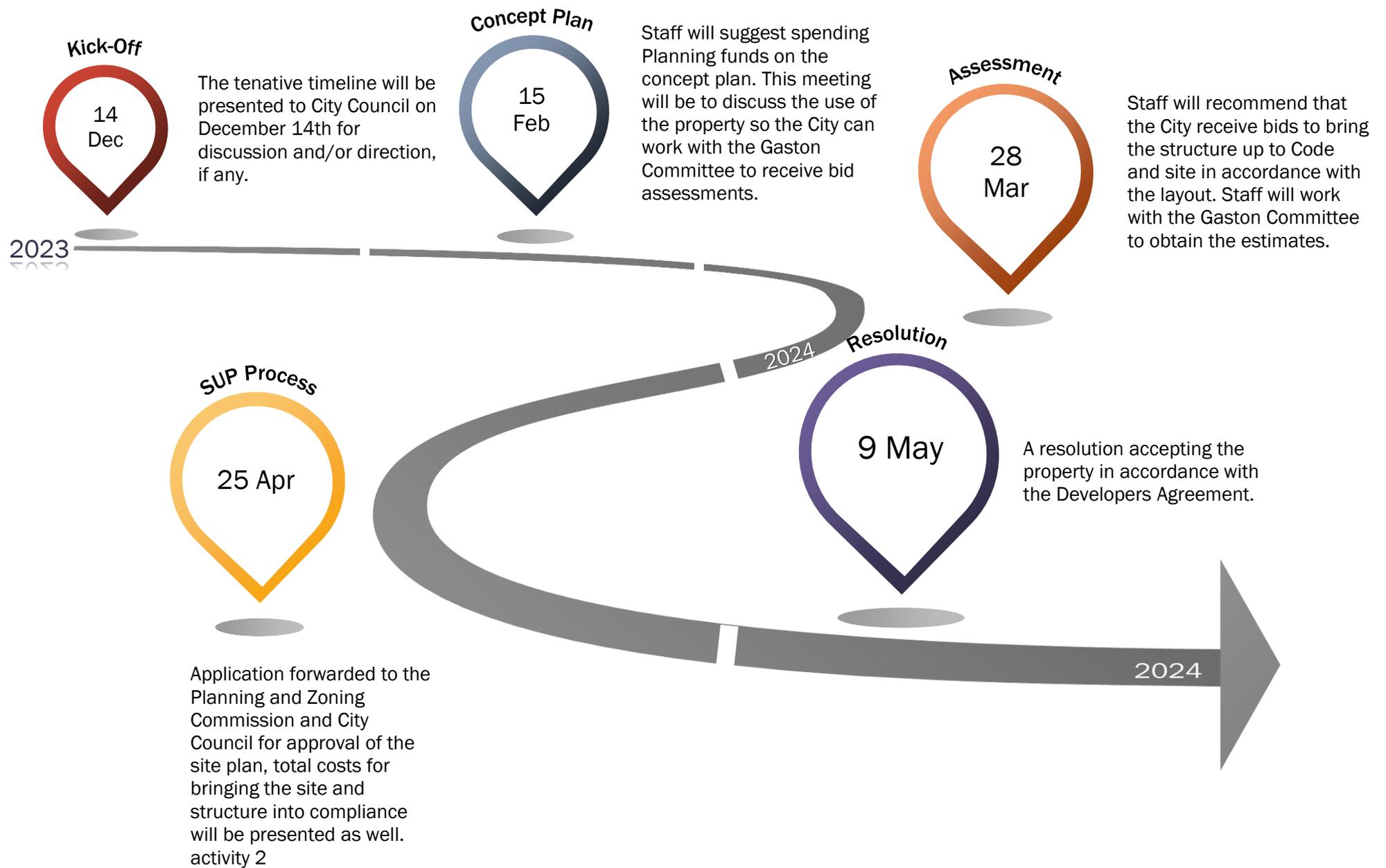
City Attorney Review: No

Attachments:

1. Gaston Timeline- mc

Gaston House Timeline

Date	Milestone Title	Description or Activity
12/14/2023	Kick-Off	The tentative timeline will be presented to City Council on December 14th for discussion and/or direction, if any.
2/15/2024	Concept Plan	Staff will suggest spending Planning funds on the concept plan. This meeting will be to discuss the use of the property so the City can work with the Gaston Committee to receive bid assessments.
3/28/2024	Assessment	Staff will recommend that the City receive bids to bring the structure up to Code and site in accordance with the layout. Staff will work with the Gaston Committee to obtain the estimates.
4/25/2023	SUP Process	Application forwarded to the Planning and Zoning Commission and City Council for approval of the site plan, total costs for bringing the site and structure into compliance will be presented as well. activity 2 activity 3
5/9/2024	Resolution	A resolution accepting the property in accordance with the Developers Agreement.





City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 13. (WORKSHOP)

Title: Discuss the Oncor Ramhorn Hill transmission line.

Department: Administration

Contact: James Clark, Mayor, Jarrod Greenwood, City Manager

Recommendation:

Background:

City Attorney Review: No

Attachments:

None



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 14. (POSSIBLE ACTION ITEMS)

Title: PUBLIC HEARING: Public Hearing and Ordinance 766-23 on second reading to consider authorizing the creation and designating a geographic area within the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number One.

- a. open public hearing
- b. close public hearing
- c. consider and take appropriate action

Department: Development

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration based on the request.

Background:

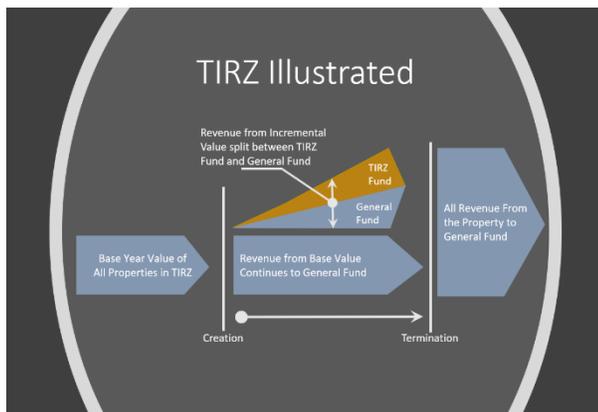
Following a thorough process and in compliance with all legal requirements, Staff has identified approximately 702.78 acres within the city limits as the tax increment reinvestment zone, named Reinvestment Zone Number One. The City Council will be required to appoint a Board of Directors comprising eight members, with Place 8 to be appointed by the Commissioners Court of Denton County, Texas. The appointed individuals, representing various positions within the City, will serve on the Board, ensuring effective governance and management of the Zone. The City Council may appoint themselves as the TIRZ Board if desired.

The Tax Increment Reinvestment Zone has the potential to enhance taxable real property, increased sales and use taxes, and improved job opportunities for residents. The development plans will address the identified challenges and contribute to the overall growth of the community. Additionally, a Tax Increment Fund (TIRZ Fund) is to support the proposed projects within the Zone. This fund will be used to finance essential public infrastructure, economic development programs, and various initiatives aimed at attracting businesses.

What is a TIRZ?

Tax increment financing is a tool that local governments can use to publicly finance needed structural improvements and enhanced infrastructure within a defined area. These improvements usually are

undertaken to promote the viability of existing businesses and to attract new commercial enterprises to the area. The statutes governing tax increment financing are located in Chapter 311 of the Tax Code.



Breakdown of the TIRZ

City TIRZ Contribution:

- 50% TIRZ Participation
- \$20 million over term of Zone

County TIRZ Contribution

- Only applicable if the County chooses to participate
- Requested 50% TIRZ Participation
- \$7 million over term of Zone

City General Fund

- \$20 million in new revenue over term of Zone

Example of TIRZ

Property A is valued on January 1, 2023 for \$1,000,000

- The appraised value for January 1, 2024 goes up 3% making the property value \$1,030,000.
- The new tax increment that goes into the TIRZ fund is the taxes collected on the \$30,000 value increase

OR

Property A is vacant and valued at \$100,000.

- Property A is improved with improvements valued at \$1,000,000 making the new property value \$1,100,000
- The new tax increment that goes into the TIRZ fund is the taxes collected on the \$1,000,000 in new improvements

Next Steps

Creation of the Zone

- December 14th, City Council Meeting.

County Participation

- Request County participate in TIRZ#1.

Approval of Final Plan

- TIRZ Board & City Council to consider a Final Project and Finance

Public Input/Engagement

- Held a Public Hearing on November 9, 2023
- Held a Public Hearing on December 14, 2023 (only one is required by State Law)
- Posted on Social Media on Wednesday, November 29th
- Posted on Social Media on Monday, December 4th
- Scheduled to Post on Social Media the week of December 11th
- Posted through e-notify

City Attorney Review: Yes

Attachments:

1. TIRZ Preliminary Plan
2. Proposed Ordinance- TIRZ



REINVESTMENT ZONE NUMBER ONE,
CITY OF JUSTIN, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
NOVEMBER 9, 2023

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SECTION 1: DEFINITIONS

Capitalized terms used in this Preliminary Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Preliminary Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” or an “Exhibit,” shall be a reference to a Section of this Preliminary Plan or an Exhibit attached to and made a part of this Preliminary Plan for all purposes.

“**Act**” means Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended.

“**Administrative Costs**” means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including reasonable charges for the time spent by employees of the City in connection with the implementation of the Final Plan, planning, engineering, legal services, organizational costs, publicizing costs, costs of operating the Zone and project facilities paid by or on behalf of the City that are directly related to the administration of the Zone, as well as payments made at the discretion of the governing body of the municipality that it finds necessary or convenient to the creation of the Zone or to the implementation of the Final Plan for the Zone.

“**Appraisal District**” means the Denton Central Appraisal District.

“**Board**” means the Board of Directors for the Zone.

“**Captured Appraised Value**” means the new taxable value generated beyond the Tax Increment Base for each year during the term of the Zone.

“**City**” means the City of Justin, Texas.

“**City Council**” means the governing body of the City.

“**City TIRZ Increment**” means fifty percent (50%) of the ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, as further described in **Section 12.1**.

“**County**” means Denton County, Texas.

“**County Participation Agreement**” means that certain agreement anticipated to be entered into by the City and the County detailing Denton County’s participation in the Zone.

“**County TIRZ Increment**” means fifty percent (50%) of the County’s ad valorem real property taxes collected on the Captured Appraised Value in the Zone, and deposited into the TIRZ Fund pursuant to the County Participation Agreement.

“Creation Ordinance” means the ordinance adopted by the City creating and designating the Zone.

“Downtown Revitalization Program” means the City’s program for the downtown area which includes façade renovations, downtown master plans, public infrastructure supporting downtown, and economic development programs as designated by the Board and City Council.

“Feasibility Study” means the economic feasibility study as prepared at the time of the Preliminary Plan and updated when the Final Plan is updated or amended, and focuses only on direct financial benefits, as further described in **Section 9**, and shown on **Exhibit E**.

“Final Plan” means the future *Reinvestment Zone Number One, City of Justin, Texas Final Project and Finance Plan*.

“Preliminary Plan” means this *Reinvestment Zone Number One, City of Justin, Texas Preliminary Project and Finance Plan*.

“Project Costs” means the total costs for projects in the Zone, including the cost of the Public Improvements and Administrative Costs.

“Property” means 702.78 acres of land as depicted on **Exhibit A** and identified on **Exhibit H**.

“Public Improvements” means the proposed public improvements to be financed by the Zone, which includes roads, water, sanitary sewer, trails, parks, utility improvements, and Downtown Revitalization Program, as depicted on **Exhibit G**, and detailed on **Exhibit C**.

“Tax Increment Base” means total appraised value of taxable real property in the Zone at the time of creation of the Zone.

“TIRZ No. 1 Fund” means the tax increment fund created by the City and segregated from all other funds of the City.

“Zone” means Reinvestment Zone Number One, City of Justin, Texas, as depicted on **Exhibit A**, and identified on **Exhibit H**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, economic development grants, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- 1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
- 2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
- 3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

2.3 Proposed Zone

The Property within the proposed Zone is currently located within the corporate limits and extraterritorial jurisdiction of the City. The Property is primarily open, undeveloped or underdeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Preliminary Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, the County, and the region, a quality development.

2.4 Preliminary Plan and Hearing

Before the City Council adopts the Creation Ordinance, the City Council must prepare a preliminary project and finance plan in accordance with the Act and hold a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary project and finance plan was satisfied by this Preliminary Plan, the purpose of which was to describe, in general terms, the Public Improvements that will be undertaken and financed by the Zone. A description of how such Public Improvements and projects will be undertaken and financed shall be determined by the Final Plan, which requires approval by the Board and City Council.

2.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and the following findings:

- 1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, and
- 2) that the Zone is feasible, and
- 3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and
- 4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance shall appoint the Board.

2.6 Board Recommendations

After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council pursuant to which the City shall contribute the City TIRZ Increment into the TIRZ No. 1 Fund to pay a portion of the Project Costs benefiting the Zone. After the creation of the Zone, the Board shall review the Final Plan, and recommend its approval to the City Council.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is currently zoned Local Retail, General Business – Old Town, General Business, Single Family, Light Industrial. The Property is primarily undeveloped or underdeveloped, and there is limited or inadequate public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the City include residential, commercial, and industrial, as shown on **Exhibit F**.

3.3 Parcel Identification

The parcels identified on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits and extraterritorial jurisdiction of the City and is subject to the City's zoning regulation, or shall be upon annexation. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons shall be displaced and in need of relocation due to the creation of the Zone or due to the implementation of the Final Plan.

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-project costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by other funds. The list of non-project costs is shown on **Exhibit B**, and are estimated to be approximately \$222,964,319.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act, including Texas Local Government Code Chapter 380.

7.2 Location of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit G**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total Project Costs for projects in the Zone, which includes the cost of the Public Improvements, and the Administrative Costs, are estimated to be approximately \$27,255,681, as shown on **Exhibit C**.

8.2 Estimated Costs of Public Improvements

The estimated costs of the Public Improvements within the Zone are approximately \$26,850,000, as shown on **Exhibit C**.

8.4 Estimated Administrative Costs

The Administrative Costs are estimated to be \$10,000 annually and escalating at two percent (2%) thereafter, and shall be paid each year from the TIRZ No. 1 Fund before the costs of Public Improvements are paid. The Administrative Costs are estimated to be \$405,681 over the term of the Zone.

8.5 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone is created and through the duration of the Zone. It is estimated the Project Costs will be incurred between calendar years 2024 and 2042, as shown on **Exhibit D**.

SECTION 9: FEASIBILITY STUDY

The Feasibility Study, as shown on **Exhibit E**, focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$55,031,156 in total new real property tax revenue for the participation taxing entities.

The City TIRZ Increment, estimated at \$20,458,790, will be deposited into the TIRZ No. 1 Fund to pay for the Project Costs over the life of the Zone. The remaining new real property tax revenue over that period, estimated at \$20,458,790 shall be retained by the City, in addition to existing ad valorem tax revenues generated from the Tax Increment Base.

If applicable, the County TIRZ Increment, estimated at \$7,056,788, will be deposited into the TIRZ No. 1 Fund to pay for the Project Costs over the life of the Zone. The remaining new real property tax revenue over that period, estimated at \$7,056,788 shall be retained by the County, in addition to existing ad valorem tax revenues generated from the Tax Increment Base.

One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities, unless the taxing entity participates in the Zone. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments pursuant to the Act, is contemplated.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base of the Zone at the time of creation is estimated to be \$170,933,300, and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the current Captured Appraised Value.

11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$599,650,483, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District, for each year, will be used to calculate the annual City TIRZ Increment.

SECTION 12: METHOD OF FINANCING

The Final Plan shall obligate the City to deposit the City TIRZ Increment into the TIRZ No. 1 Fund beginning in 2023. For example, in FY 2023, the City's ad valorem tax rate was \$0.630693 per \$100 of taxable value, therefore the City would contribute \$0.3153 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 1 Fund.

If applicable, the County Participation Agreement shall obligate the County to deposit the County TIRZ Increment into the TIRZ No. 1 Fund beginning in 2023. For example, in FY 2022, the County's ad valorem tax rate was \$0.217543 per \$100 of taxable value, therefore the County would contribute \$0.1088 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 1 Fund.

All payments of Project Costs shall be made solely from the TIRZ No. 1 Fund and from no other funds of the City unless otherwise approved by their respective governing bodies. The TIRZ No. 1 Fund shall only be used to pay the Project Costs. The City may amend the Final Plan including but not limited to what is considered a Project Cost.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone shall commence upon the execution of the Creation Ordinance and shall continue until December 31, 2053, with the last increment being due by January 31, 2054, unless otherwise terminated in accordance with the Creation Ordinance, and Section 13.2 below.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2053, or (ii) at such time that the Project Costs have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ No. 1 Fund, the City shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	List of Project Costs
Exhibit D	Estimated Timeline of Incurred Project Costs
Exhibit E	Feasibility Study
Exhibit F	Proposed Uses of the Property
Exhibit G	Map of the Public Improvements
Exhibit H	Legal Description

EXHIBIT A – MAP OF THE ZONE

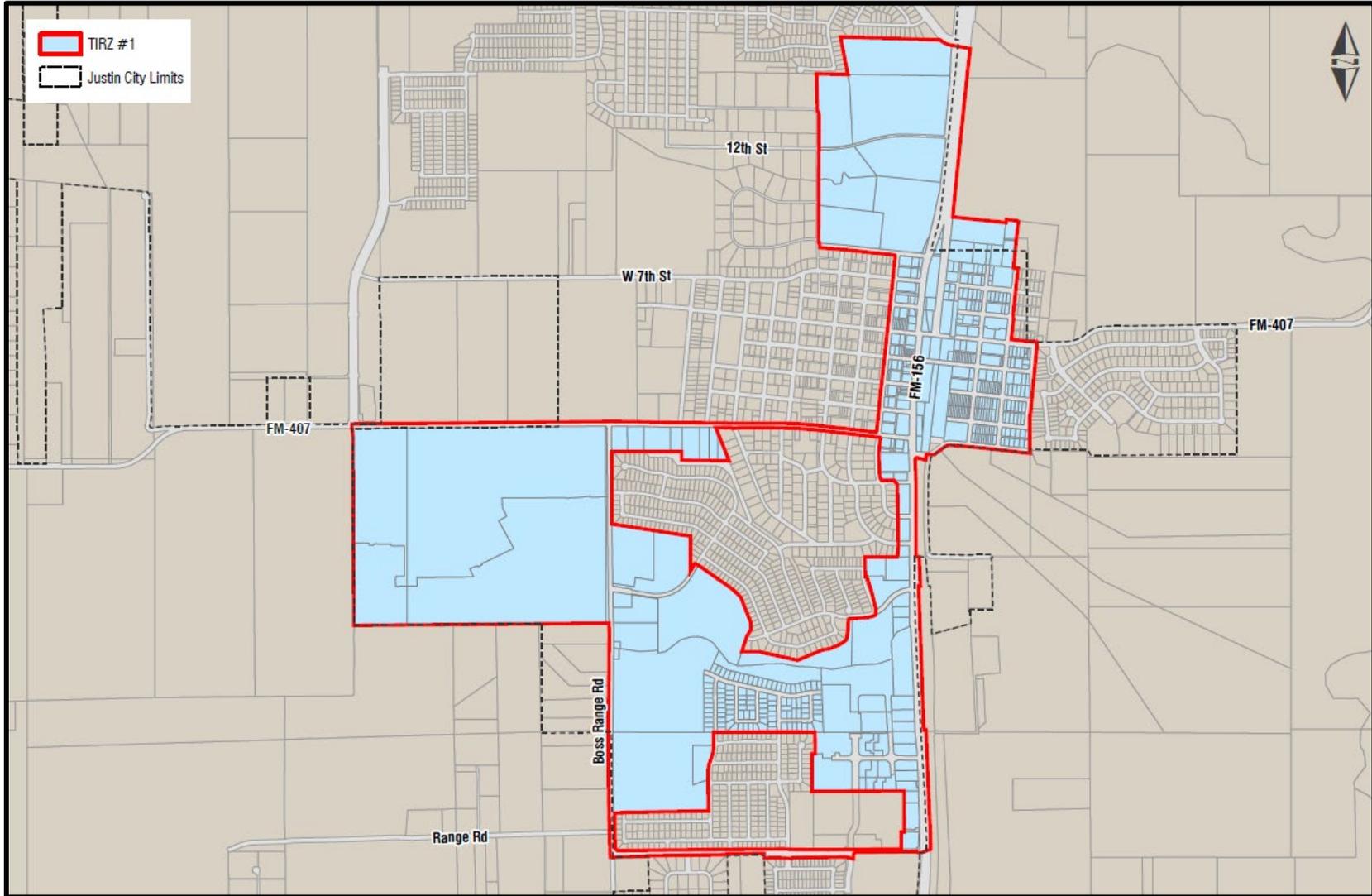


EXHIBIT B – NON-PROJECT COSTS

**Reinvestment Zone Number One, City of Justin, Texas
Non-Project Costs**

Non-Project Costs		
Total New Value Added	\$	250,220,000
Total Project Costs	\$	27,255,681
Total Non-Project Costs	\$	222,964,319

Footnotes:

(1) Shown for illustrative purposes only, and subject to change.

EXHIBIT C – LIST OF PROJECT COSTS

**Reinvestment Zone Number One, City of Justin, Texas
Project Costs**

No.	Category	Name	Estimated City Cost
1	Utilities	Gas Line	\$ 700,000
2	Trails	Trail in JTS	\$ 800,000
3	Sewer	West Side Sewer Reimbursement	TBD
4	Water	Boss Range Water Line	\$ 1,300,000
5	Roads	Boss Range Road	\$ -
6	Roads	FM 1171 to John Wiley	\$ 900,000
7	Roads	Road Breakout from 1171	\$ 2,800,000
8	Roads	FM 407 Jug Handle	\$ 2,800,000
9	Sewer	12th Street Sanitary Sewer and Force Main	\$ 1,200,000
10	Sewer	Secondary Feed to Meadowlands	\$ 1,200,000
11	Misc.	GST Old Town/PW	\$ 5,400,000
12	Roads	Atchison Road Improvements	\$ 750,000
13	Roads	Gulf Road Improvements	\$ 1,000,000
14	Parks	Community Parks Improvements	\$ 4,000,000
15	Downtown	Downtown Revitalization Program	\$ 4,000,000
Subtotal			\$ 26,850,000
Administrative Costs			\$ 405,681
Total:			\$ 27,255,681

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number One, City of Justin, Texas Estimated Timeline of Incurred Project Costs			
Zone Year	Calendar Year	Total Project Costs ^{1,2}	
		Annual	Cumulative
Base	2023	\$ -	\$ -
1	2024	\$ 1,514,082	\$ 1,514,082
2	2025	\$ -	\$ 1,514,082
3	2026	\$ 1,734,058	\$ 3,248,140
4	2027	\$ -	\$ 3,248,140
5	2028	\$ 1,950,815	\$ 5,198,955
6	2029	\$ -	\$ 5,198,955
7	2030	\$ 2,193,326	\$ 7,392,281
8	2031	\$ -	\$ 7,392,281
9	2032	\$ 2,418,668	\$ 9,810,948
10	2033	\$ -	\$ 9,810,948
11	2034	\$ 2,670,836	\$ 12,481,784
12	2035	\$ -	\$ 12,481,784
13	2036	\$ 3,003,483	\$ 15,485,267
14	2037	\$ -	\$ 15,485,267
15	2038	\$ 3,377,979	\$ 18,863,246
16	2039	\$ -	\$ 18,863,246
17	2040	\$ 3,798,617	\$ 22,661,864
18	2041	\$ -	\$ 22,661,864
19	2042	\$ 4,188,136	\$ 26,850,000
20	2043	\$ -	\$ 26,850,000
Total		\$ 26,850,000	

Footnotes:	
(1) Estimate provided for illustrative purposes only.	
(2) Does not illustrate Administrative Costs, which shall be incurred annually for the duration of the Zone.	

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number One, City of Justin, Texas Feasibility Study

Zone	Year	Tax Year	Growth/ Year ¹	Added Development Value ²	New Taxable Value	Incremental Value	City TIRZ Increment			City Retained New Revenue		County TIRZ Increment ³			County Retained New Revenue		Total TIRZ Fund Contribution	
							%	Annual	Cumulative	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative
Base	2023				\$ 170,933,300													
1	2024		2%		\$ 174,351,966	\$ 3,418,666	50%	\$ -	\$ -	\$ -	\$ -	50%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	2025		2%	\$ 14,110,000	\$ 191,949,005	\$ 21,015,705	50%	\$ 10,781	\$ 10,781	\$ 10,781	\$ 10,781	50%	\$ 3,719	\$ 3,719	\$ 3,719	\$ 3,719	\$ 14,499	\$ 14,499
3	2026		2%		\$ 195,787,985	\$ 24,854,685	50%	\$ 66,272	\$ 77,053	\$ 66,272	\$ 77,053	50%	\$ 22,859	\$ 26,578	\$ 22,859	\$ 26,578	\$ 89,131	\$ 103,631
4	2027		2%	\$ 16,160,000	\$ 215,863,745	\$ 44,930,445	50%	\$ 78,378	\$ 155,431	\$ 78,378	\$ 155,431	50%	\$ 27,035	\$ 53,612	\$ 27,035	\$ 53,612	\$ 105,413	\$ 209,044
5	2028		2%		\$ 220,181,020	\$ 49,247,720	50%	\$ 141,687	\$ 297,118	\$ 141,687	\$ 297,118	50%	\$ 48,872	\$ 102,484	\$ 48,872	\$ 102,484	\$ 190,558	\$ 399,602
6	2029		2%	\$ 18,180,000	\$ 242,764,640	\$ 71,831,340	50%	\$ 155,301	\$ 452,419	\$ 155,301	\$ 452,419	50%	\$ 53,567	\$ 156,051	\$ 53,567	\$ 156,051	\$ 208,868	\$ 608,470
7	2030		2%		\$ 247,619,933	\$ 76,686,633	50%	\$ 226,518	\$ 678,936	\$ 226,518	\$ 678,936	50%	\$ 78,132	\$ 234,183	\$ 78,132	\$ 234,183	\$ 304,650	\$ 913,120
8	2031		2%	\$ 20,440,000	\$ 273,012,332	\$ 102,079,032	50%	\$ 241,829	\$ 920,765	\$ 241,829	\$ 920,765	50%	\$ 83,413	\$ 317,597	\$ 83,413	\$ 317,597	\$ 325,242	\$ 1,238,362
9	2032		0.0%		\$ 273,012,332	\$ 102,079,032	50%	\$ 321,903	\$ 1,242,668	\$ 321,903	\$ 1,242,668	50%	\$ 111,033	\$ 428,630	\$ 111,033	\$ 428,630	\$ 432,936	\$ 1,671,297
10	2033		0.0%	\$ 22,540,000	\$ 295,552,332	\$ 124,619,032	50%	\$ 321,903	\$ 1,564,570	\$ 321,903	\$ 1,564,570	50%	\$ 111,033	\$ 539,662	\$ 111,033	\$ 539,662	\$ 432,936	\$ 2,104,233
11	2034		2%		\$ 301,463,379	\$ 130,530,079	50%	\$ 392,982	\$ 1,957,552	\$ 392,982	\$ 1,957,552	50%	\$ 135,550	\$ 675,212	\$ 135,550	\$ 675,212	\$ 528,532	\$ 2,632,765
12	2035		2%	\$ 24,890,000	\$ 332,382,646	\$ 161,449,346	50%	\$ 411,622	\$ 2,369,174	\$ 411,622	\$ 2,369,174	50%	\$ 141,980	\$ 817,192	\$ 141,980	\$ 817,192	\$ 553,602	\$ 3,186,366
13	2036		2%		\$ 339,030,299	\$ 168,096,999	50%	\$ 509,125	\$ 2,878,299	\$ 509,125	\$ 2,878,299	50%	\$ 175,611	\$ 992,803	\$ 175,611	\$ 992,803	\$ 684,736	\$ 3,871,102
14	2037		2%	\$ 27,990,000	\$ 373,800,905	\$ 202,867,605	50%	\$ 530,088	\$ 3,408,387	\$ 530,088	\$ 3,408,387	50%	\$ 182,842	\$ 1,175,644	\$ 182,842	\$ 1,175,644	\$ 712,930	\$ 4,584,032
15	2038		2%		\$ 381,276,923	\$ 210,343,623	50%	\$ 639,736	\$ 4,048,123	\$ 639,736	\$ 4,048,123	50%	\$ 220,662	\$ 1,396,307	\$ 220,662	\$ 1,396,307	\$ 860,398	\$ 5,444,430
16	2039		2%	\$ 31,480,000	\$ 420,382,462	\$ 249,449,162	50%	\$ 663,311	\$ 4,711,434	\$ 663,311	\$ 4,711,434	50%	\$ 228,794	\$ 1,625,101	\$ 228,794	\$ 1,625,101	\$ 892,105	\$ 6,336,535
17	2040		2%		\$ 428,790,111	\$ 257,856,811	50%	\$ 786,629	\$ 5,498,063	\$ 786,629	\$ 5,498,063	50%	\$ 271,330	\$ 1,896,430	\$ 271,330	\$ 1,896,430	\$ 1,057,959	\$ 7,394,494
18	2041		2%	\$ 35,400,000	\$ 472,765,913	\$ 301,832,613	50%	\$ 813,142	\$ 6,311,206	\$ 813,142	\$ 6,311,206	50%	\$ 280,475	\$ 2,176,905	\$ 280,475	\$ 2,176,905	\$ 1,093,617	\$ 8,488,111
19	2042		0.0%		\$ 472,765,913	\$ 301,832,613	50%	\$ 951,819	\$ 7,263,024	\$ 951,819	\$ 7,263,024	50%	\$ 328,308	\$ 2,505,213	\$ 328,308	\$ 2,505,213	\$ 1,280,126	\$ 9,768,237
20	2043		0.0%	\$ 39,030,000	\$ 511,795,913	\$ 340,862,613	50%	\$ 951,819	\$ 8,214,843	\$ 951,819	\$ 8,214,843	50%	\$ 328,308	\$ 2,833,521	\$ 328,308	\$ 2,833,521	\$ 1,280,126	\$ 11,048,364
21	2044		2%		\$ 522,031,831	\$ 351,098,531	50%	\$ 1,074,898	\$ 9,289,741	\$ 1,074,898	\$ 9,289,741	50%	\$ 370,761	\$ 3,204,282	\$ 370,761	\$ 3,204,282	\$ 1,445,660	\$ 12,494,023
22	2045		2%		\$ 532,472,468	\$ 361,539,168	50%	\$ 1,107,177	\$ 10,396,918	\$ 1,107,177	\$ 10,396,918	50%	\$ 381,895	\$ 3,586,177	\$ 381,895	\$ 3,586,177	\$ 1,489,072	\$ 13,983,095
23	2046		2%		\$ 543,121,917	\$ 372,188,617	50%	\$ 1,140,101	\$ 11,537,019	\$ 1,140,101	\$ 11,537,019	50%	\$ 393,252	\$ 3,979,429	\$ 393,252	\$ 3,979,429	\$ 1,533,353	\$ 15,516,448
24	2047		2%		\$ 553,984,356	\$ 383,051,056	50%	\$ 1,173,684	\$ 12,710,703	\$ 1,173,684	\$ 12,710,703	50%	\$ 404,835	\$ 4,384,264	\$ 404,835	\$ 4,384,264	\$ 1,578,519	\$ 17,094,967
25	2048		2%		\$ 565,064,043	\$ 394,130,743	50%	\$ 1,207,938	\$ 13,918,641	\$ 1,207,938	\$ 13,918,641	50%	\$ 416,650	\$ 4,800,914	\$ 416,650	\$ 4,800,914	\$ 1,624,588	\$ 18,719,555
26	2049		2%		\$ 576,365,324	\$ 405,432,024	50%	\$ 1,242,878	\$ 15,161,519	\$ 1,242,878	\$ 15,161,519	50%	\$ 428,702	\$ 5,229,616	\$ 428,702	\$ 5,229,616	\$ 1,671,579	\$ 20,391,135
27	2050		2%		\$ 587,892,630	\$ 416,959,330	50%	\$ 1,278,516	\$ 16,440,034	\$ 1,278,516	\$ 16,440,034	50%	\$ 440,994	\$ 5,670,611	\$ 440,994	\$ 5,670,611	\$ 1,719,510	\$ 22,110,645
28	2051		2%		\$ 599,650,483	\$ 428,717,183	50%	\$ 1,314,867	\$ 17,754,901	\$ 1,314,867	\$ 17,754,901	50%	\$ 453,533	\$ 6,124,144	\$ 453,533	\$ 6,124,144	\$ 1,768,400	\$ 23,879,045
29	2052		0.0%		\$ 599,650,483	\$ 428,717,183	50%	\$ 1,351,945	\$ 19,106,846	\$ 1,351,945	\$ 19,106,846	50%	\$ 466,322	\$ 6,590,466	\$ 466,322	\$ 6,590,466	\$ 1,818,267	\$ 25,697,311
30	2053		0.0%		\$ 599,650,483	\$ 428,717,183	50%	\$ 1,351,945	\$ 20,458,790	\$ 1,351,945	\$ 20,458,790	50%	\$ 466,322	\$ 7,056,788	\$ 466,322	\$ 7,056,788	\$ 1,818,267	\$ 27,515,578
Total					\$ 250,220,000			\$ 20,458,790	\$ 20,458,790	\$ 20,458,790	\$ 20,458,790		\$ 7,056,788	\$ 7,056,788		\$ 27,515,578		

Assumptions	
Base Taxable Value ⁴	\$ 170,933,300
City AV Rate	0.630693
County AV Rate	0.217543

Footnotes	
1)	Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn.
2)	Added Development Value estimated based on City's prior growth.
3)	County is shown for illustrative purposes and has not yet agreed to participate.
4)	Base Taxable Value to be confirmed by the Appraisal District.

EXHIBIT F – PROPOSED USES OF THE PROPERTY

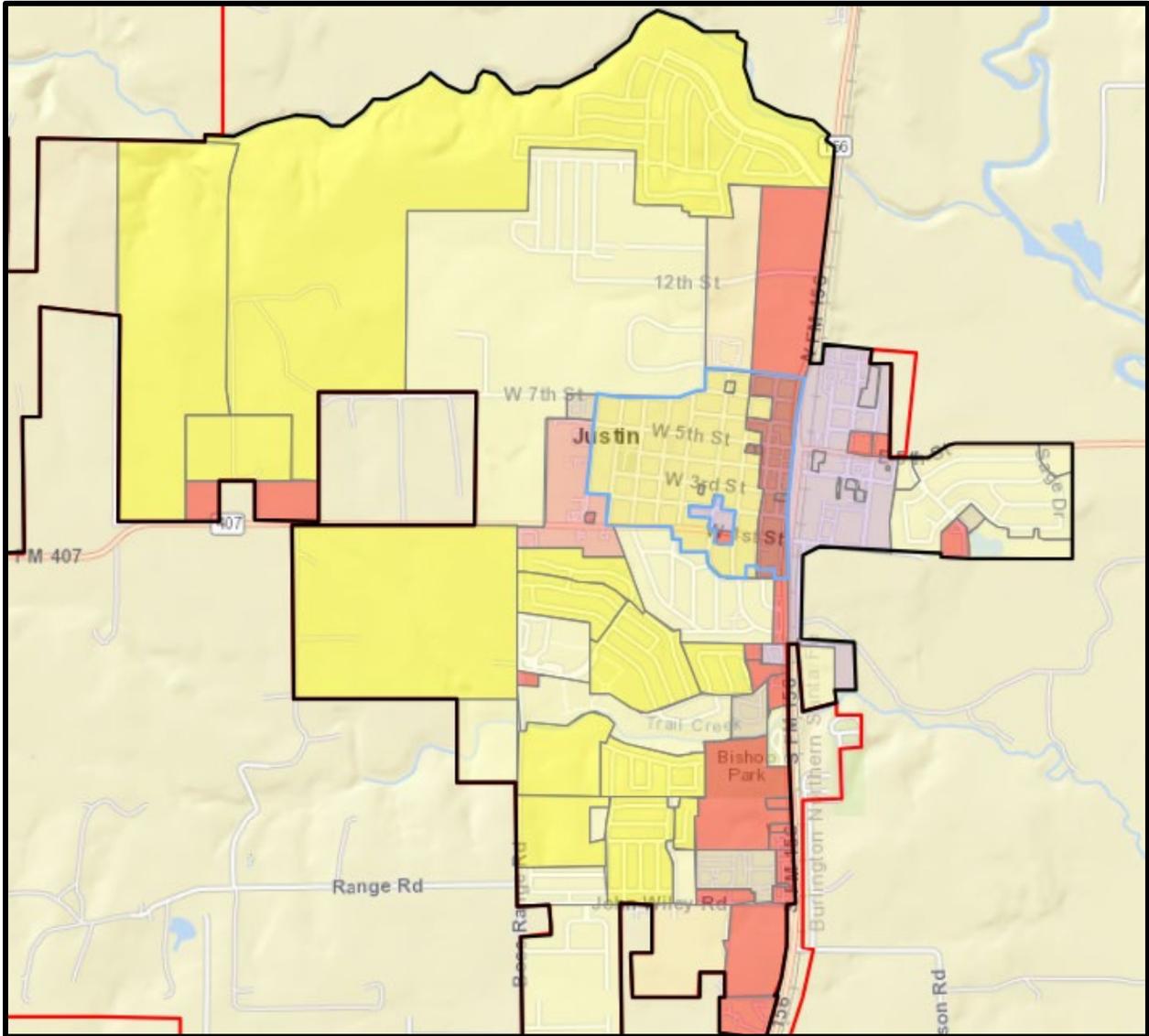


EXHIBIT G – MAP OF THE PUBLIC IMPROVEMENTS

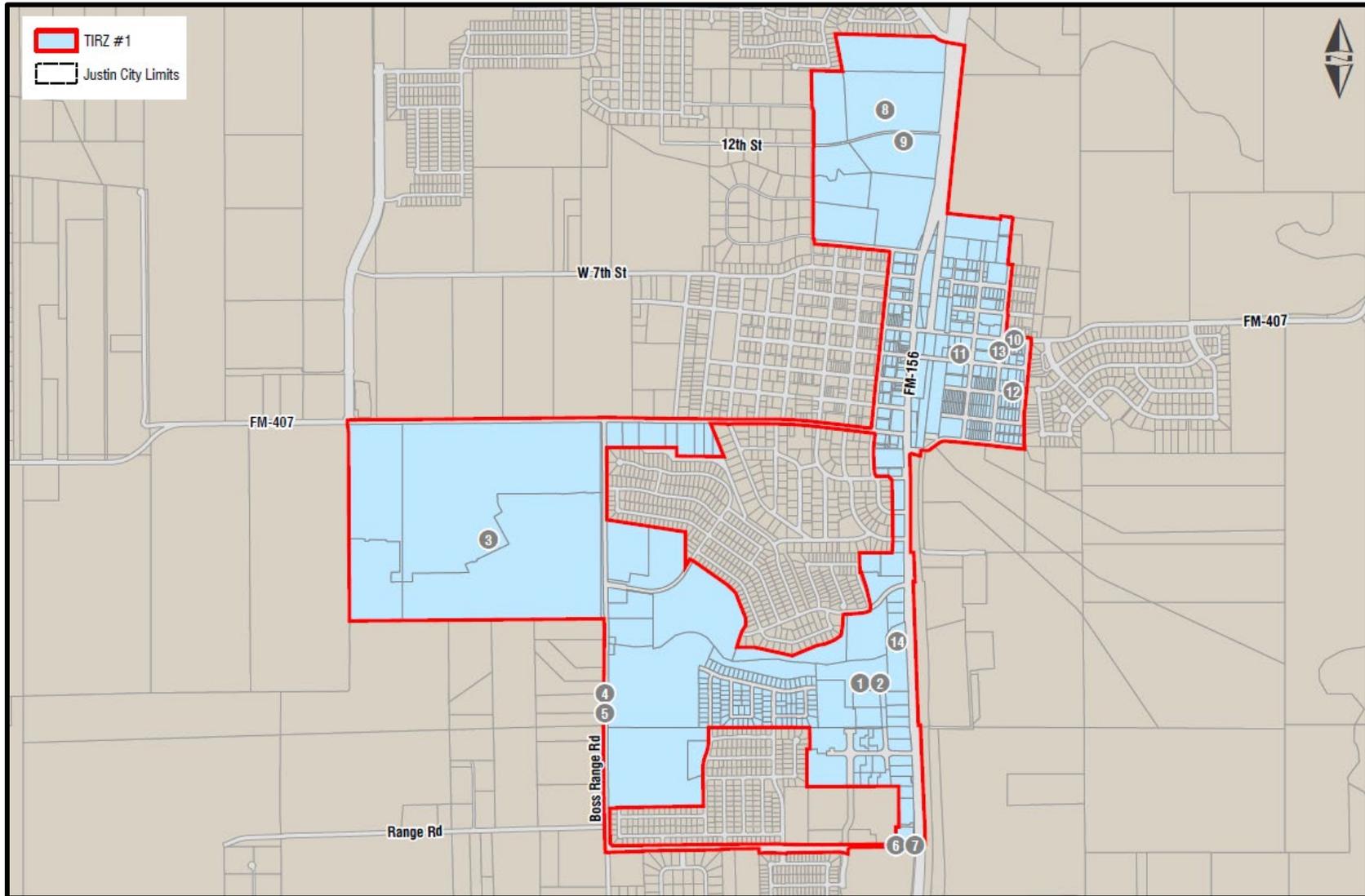


EXHIBIT H – PARCEL IDENTIFICATION

Property ID	Acres
158357	0.09
135225	0.06
158362	0.12
69077	0.16
158355	0.09
158326	0.08
158374	0.09
158358	0.12
158320	0.08
158409	0.19
158408	0.19
158373	0.09
158354	0.09
158356	0.09
158331	0.16
158313	0.08
158325	0.08
158407	0.19
135226	0.08
158316	0.08
158312	0.08
158334	0.17
158336	0.16
158353	0.12
158323	0.08
69289	0.38
69293	0.30
158317	0.08
158324	0.08
149291	0.12
69084	0.14
194897	0.20
158403	0.10
158377	0.09
69081	0.40
69073	0.29
69150	0.47

Property ID	Acres
68058	2.15
69291	0.15
158335	0.16
69075	0.10
69257	0.02
69262	0.11
69252	0.18
247369	2.53
69253	0.09
69277	0.16
158350	0.12
158319	0.08
158406	0.10
158399	0.08
158372	0.09
158344	0.16
158349	0.12
158339	0.14
135220	0.15
158359	0.12
158480	0.15
158340	0.16
69265	0.06
158420	0.07
158493	0.18
158422	0.08
158421	0.07
158315	0.08
282731	1.11
69575	0.16
158424	0.08
158479	0.16
158333	0.12
122488	0.61
69255	0.06
158478	0.16
158314	0.08

Property ID	Acres
158419	0.07
69526	0.17
155378	0.35
158477	0.15
158486	0.15
158418	0.07
158485	0.17
158401	0.10
78625	0.07
158360	0.12
69168	0.05
68822	0.92
68822	0.21
68779	1.11
0	0.24
0	0.18
68805	2.13
158484	0.17
69596	0.49
234846	4.60
158366	0.09
69282	0.74
158363	0.17
69271	0.07
158383	0.09
158367	0.09
158368	0.09
158385	0.06
69250	0.51
69276	0.36
69158	0.10
69261	0.24
69258	0.10
69530	0.35
69249	1.04
69163	0.35
69461	0.23

Property ID	Acres
675155	1.31
69566	0.16
69260	0.16
158347	0.15
69315	0.08
158417	0.06
69471	0.43
158423	0.08
69572	0.46
69311	0.10
158487	0.09
69334	0.35
69263	0.06
158369	0.09
158379	0.09
135221	0.12
158380	0.09
69576	0.12
69321	0.26
69266	0.95
158382	0.09
135231	0.13
69264	0.40
69251	0.49
158425	0.08
158414	0.10
69278	1.66
158378	0.09
158352	0.12
158410	0.19
291028	1.96
122489	0.14
270675	3.93
158412	0.19
69266	0.78
69576	0.12
158371	0.09
158381	0.09
135222	0.18
135223	0.25

Property ID	Acres
149285	0.10
69437	0.48
69425	0.48
158476	0.14
78626	0.47
69522	0.15
158483	0.20
194924	0.44
158384	0.09
69273	0.17
158364	0.06
162987	0.94
158345	0.16
158474	0.13
184886	9.07
69155	0.17
231226	0.33
69254	0.31
224345	0.18
158482	0.16
158398	0.06
158342	0.17
158341	0.17
69564	0.35
158481	0.17
69282	0.74
69298	0.15
158351	0.12
158376	0.09
158365	0.09
154908	0.12
69453	0.32
69280	0.20
158346	0.15
158348	0.12
69316	0.26
69527	0.10
202500	0.34
158361	0.12
158370	0.09

Property ID	Acres
69570	0.30
69152	0.29
69256	0.05
158343	0.18
614309	0.07
69268	0.02
155375	0.09
158488	0.42
158308	0.08
154907	0.13
158311	0.08
69267	0.01
69267	0.01
69269	0.02
155373	0.08
187412	6.66
158338	0.14
69268	0.02
69269	0.02
69268	0.02
158318	0.12
69170	0.05
69270	0.02
69268	0.01
135218	0.18
158328	0.16
158322	0.08
614319	0.07
614319	0.07
614319	0.10
69534	0.18
158321	0.08
135217	0.12
158337	0.16
69269	0.01
184885	5.61
158491	0.25
158327	0.11
69168	0.25
69270	0.01

Property ID	Acres
69466	0.07
69465	0.08
69465	0.08
69465	0.08
158330	0.16
69270	0.02
69269	0.02
234847	0.00
208187	1.06
69267	0.02
158492	0.23
158329	0.16
69272	0.08
277902	0.20
158386	0.06
158375	0.09
69525	0.59
178046	1.43
69270	0.02
69267	0.02
155374	0.07
154906	8.90
234847	3.73
158473	0.12
158475	0.13
69515	0.39
69500	0.39
69448	0.23
69445	0.22
69494	1.41
184885	9.35
184888	12.44
682815	0.13
184879	24.39
980338	1.25
980340	0.90
980339	1.02
670864	0.00
670865	0.00
68818	0.24

Property ID	Acres
679403	0.06
69537	0.16
69534	0.17
69537	0.17
69473	0.68
202501	0.71
183543	1.22
122487	1.59
179598	1.60
724567	2.29
706537	0.44
244924	1.08
523464	4.81
68790	1.74
68771	2.56
769361	0.20
769355	0.18
769352	0.18
769396	0.20
769344	0.18
769386	0.18
769389	0.22
769285	0.18
769365	0.16
769394	0.18
769362	0.21
769368	0.16
769333	0.16
769292	0.17
769351	0.18
769364	0.16
769287	0.17
769397	0.20
769379	0.16
769369	0.16
769347	0.19
769354	0.18
769350	0.18
769356	0.18
769378	0.16

Property ID	Acres
769288	0.18
769279	0.18
769363	0.17
769331	0.16
769370	0.16
769353	0.18
769398	0.18
769373	0.16
769283	0.17
769360	0.21
769395	0.15
769271	0.17
769286	0.17
769284	0.17
769349	0.18
222070	27.58
69561	0.44
652689	0.01
655893	0.04
261647	1.61
741247	0.86
741246	0.69
69588	0.16
69582	0.07
306004	0.93
69577	1.53
69584	0.08
135229	0.22
158413	0.15
966126	0.11
966124	0.36
966122	0.12
679874	0.64
966123	0.11
682814	0.10
69403	1.02
682813	0.03
69541	0.13
69447	0.18
675484	0.08

Property ID	Acres
68819	0.32
706731	0.12
675483	0.87
69475	0.25
706733	0.09
769324	0.17
769316	0.20
769348	0.19
769325	0.18
769282	0.18
769326	0.19
769345	0.18
769290	0.18
769400	0.15
769317	0.16
769340	0.20
769336	0.23
769380	0.17
769385	0.18
769372	0.17
769374	0.16
769293	0.18
769377	0.16
769338	0.18
265989	31.35
769330	0.16
769358	0.27
769334	0.17
769337	0.18
769357	0.20
769320	0.16
769291	0.17
769384	0.18
769346	0.18
769319	0.16
769339	0.18
769367	0.26
769322	0.32
769399	0.14
769366	0.20

Property ID	Acres
769390	0.20
769383	0.19
769381	0.19
769376	0.16
769371	0.19
769280	0.17
769387	0.21
769392	0.15
769321	0.18
769401	0.20
769281	0.18
769382	0.18
769332	0.16
769375	0.16
769274	0.17
769335	0.19
769318	0.16
769289	0.18
661904	7.82
184888	23.15
966125	0.12
464527	9.01
69451	0.17
651427	0.04
670872	0.47
183859	0.46
158751	0.44
706732	0.13
202500	0.06
679799	0.41
683124	2.03
68822	2.40
706512	0.10
69477	0.26
769327	0.26
769329	0.21
769328	0.24
464528	21.62
769402	5.54
769277	0.18

Property ID	Acres
769273	0.23
769278	0.17
769276	0.18
769275	0.18
769391	0.19
769393	0.18
769272	0.20
769343	0.25
258174	6.42
769323	0.19
741248	0.79
986694	1.08
984752	16.06
68212	25.08
986693	0.47
984751	69.41
68118	83.09
989113	0.48
989114	0.46
989115	0.96
69302	0.15
158415	0.15
158402	0.10
158416	0.14
122489	0.33
69307	0.09
158400	0.10
126172	0.20
69310	0.09
126171	0.34
158405	0.10
69300	0.14
158404	0.10
1010200	0.13
1009868	1.80
1009865	2.03
529883	1.09
256033	1.52
1002429	5.02
769342	0.42

Property ID	Acres
769341	0.24
660468	0.10
256034	1.15
1008392	2.72
995156	0.37
529881	0.94
529882	0.89
235062	0.66
290950	0.81
529884	1.06

Property ID	Acres
995157	0.50
995158	0.47
995159	0.71
995160	0.65
995161	0.58
995162	0.80
995166	5.17
995165	0.94
995164	0.69
995163	0.89

Property ID	Acres
995167	3.47
766248	8.02
766245	0.38
766245	5.95
184887	15.47
135227	0.16
126170	0.03
1019327	0.06

**CITY OF JUSTIN, TEXAS
ORDINANCE NO. 765-23**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER ONE, CITY OF JUSTIN, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND (TIRZ FUND) FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the City Council of the City (the "City Council") desires for the City to consider the creation of a tax increment reinvestment zone in the City consisting of approximately 702.78 acres identified and depicted on *Exhibit A* attached hereto (the "Property"); and

WHEREAS, pursuant to and as required by the Act, the City Council prepared a *Reinvestment Zone Number One, City of Justin, Texas, Preliminary Project and Finance Plan* (the "Preliminary Project and Finance Plan") attached hereto as *Exhibit B* and incorporated herein for all purposes; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the Denton Record-Chronicle, a newspaper of general circulation within the City, on October 30, 2023, which date is not later than the seventh (7th) day before the public hearing held on November 9, 2023; and

WHEREAS, at the public hearing on November 9, 2023, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the

creation of the zone; and

WHEREAS, the City has taken all actions required to create the zone including, but not limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the zone; and

WHEREAS, the City desires to appoint initial members to the board of directors of the zone; and

WHEREAS, terms used in this Ordinance that have their initial letters capitalized shall have the meanings given to them in this Ordinance; however, terms that are **CAPITALIZED IN BOLD** shall have the meanings given to them in the Preliminary Project and Finance Plan.

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

SECTION 1. FINDINGS.

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

(b) The City Council finds that the **PUBLIC IMPROVEMENTS** will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.

(c) The City Council finds that the proposed zone meets the requirements of Section 311.005(a) of the Act in that:

- (i) there is a need for essential public infrastructure and economic development programs to attract new business and commercial activity to the proposed zone for the purposes of increasing the real property tax base for all taxing units within the zone, increasing sales and use taxes for the City and the State of Texas, and increasing job opportunities for residents of the City and the region; and
- (ii) the proposed zone, as shown within **Exhibit A**, meets the criteria for the creation of a reinvestment zone set forth in Section 311.005 of the Act in that the area is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs and arrests the sound growth of the municipality; and
- (iii) these factors substantially impair and arrest the sound growth of the City.

(d) The City Council finds that the proposed zone is a geographic area 100% within the City's corporate limits or extraterritorial jurisdiction.

(e) The City Council finds that not more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, and the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones does not exceed fifty percent (50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.

(f) The City Council finds that the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

(g) The City Council finds that the Preliminary Project and Finance Plan is feasible.

(h) The City Council finds that the implementation of the Project and Finance Plan (as defined below) will alleviate the conditions described in Section 1(c) above and will serve a public purpose.

SECTION 2. DESIGNATION AND NAME OF THE ZONE. Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number One, City of Justin, Texas (the "Zone"). The Zone is designated pursuant to Section 311.005(a)(2) of the Act.

SECTION 3. BOARD OF DIRECTORS.

3.1 The City Council hereby creates a board of directors for the Zone (the "Board") consisting of eight members. Seven members shall be appointed by the City Council to Places 1,2,3,4, 5, 6, and 7. Place 8 shall be appointed by the Commissioners Court of Denton County, Texas (the "County"), if the County participates in the Zone. If the County does not participate in the Zone, the Commissioners Court shall be deemed to have waived its right to appoint such members and the Place goes away.

3.2 The City Council hereby appoints the following individuals to serve as the initial members of the Board for the terms indicated:

Place 1	Mayor	(term expires May, 2025)
Place 2	Council Member Place 1	(term expires May, 2026)
Place 3	Council Member Place 2	(term expires May, 2025)
Place 4	Council Member Place 3	(term expires May, 2026)
Place 5	Council Member Place 4	(term expires May, 2025)
Place 6	Council Member Place 5	(term expires May, 2026)
Place 7	Council Member Place 6	(term expires May, 2025)

Place 8 shall be appointed by the County for a term that expires May, 2026.

Upon expiration of the indicated terms or upon City Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of two years. The member appointed to Place 1 shall serve as the chairman of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

3.3 The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The Board may enter into agreements as the Board considers necessary or convenient to implement the Project and Finance Plan and reimburse **PROJECT COSTS** from the **TIRZ FUND** established pursuant to Section 7 of this Ordinance.

3.4 Directors shall not receive any salary or other compensation for their services as directors.

3.5 Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the **TIRZ FUND** for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION 4. DURATION OF THE ZONE. The Zone shall take effect immediately upon the passage and approval of this Ordinance. The Zone shall terminate on December 31, 2053 (with final year's tax due by January 31, 2054), unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the **PROJECT COSTS** have been paid in full. If upon expiration of the stated term of the Zone, **PROJECT COSTS** have not been paid, the City, and the County shall have no obligation to pay the shortfall.

SECTION 5. TAX INCREMENT BASE. The "tax increment base" for purposes of calculating the **CITY TIRZ INCREMENT**, and if the County participates in the Zone the **COUNTY TIRZ INCREMENT**, and means the total appraised value of all real property in the Zone that is taxable by the City, and the County, respectively, as of January 1, 2023.

SECTION 6. CAPTURED APPRAISED VALUE. The "captured appraised value" for purposes of calculating the annual **CITY TIRZ INCREMENT**, and if the County participates in the Zone the **COUNTY TIRZ INCREMENT**, means the total real property value taxable (including increase tax values attributable to changes in use) by a taxing unit for a year and located in the Zone for that year less the tax increment base of the unit.

SECTION 7. TAX INCREMENT FUND. There is hereby created and established a **TIRZ FUND** for the Zone. Within the **TIRZ FUND**, there may be maintained subaccounts as necessary and convenient to carry out the purposes of the Act. The **CITY TIRZ INCREMENT**, and **COUNTY TIRZ INCREMENT**, shall be deposited into the **TIRZ FUND** as of the effective date of the Zone. The **TIRZ FUND** and all subaccounts shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. Prior to termination of the Zone, funds shall be disbursed from the **TIRZ FUND** only to pay **PROJECT COSTS**.

The **TIRZ FUND** shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the **TIRZ FUND** under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, and (ii) fifty percent (50%) of the City's tax increment as defined by section 311.012(a) of the Texas Tax Code (**CITY TIRZ INCREMENT**), subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION 8. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 9. OPEN MEETINGS. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 9th DAY OF NOVEMBER, 2023.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE 14th DAY OF DECEMBER, 2023.

Mayor, James Clark

ATTEST:

City Secretary, Brittany Andrews

Effective: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

EXHIBIT A
PROPERTY DEPICTION

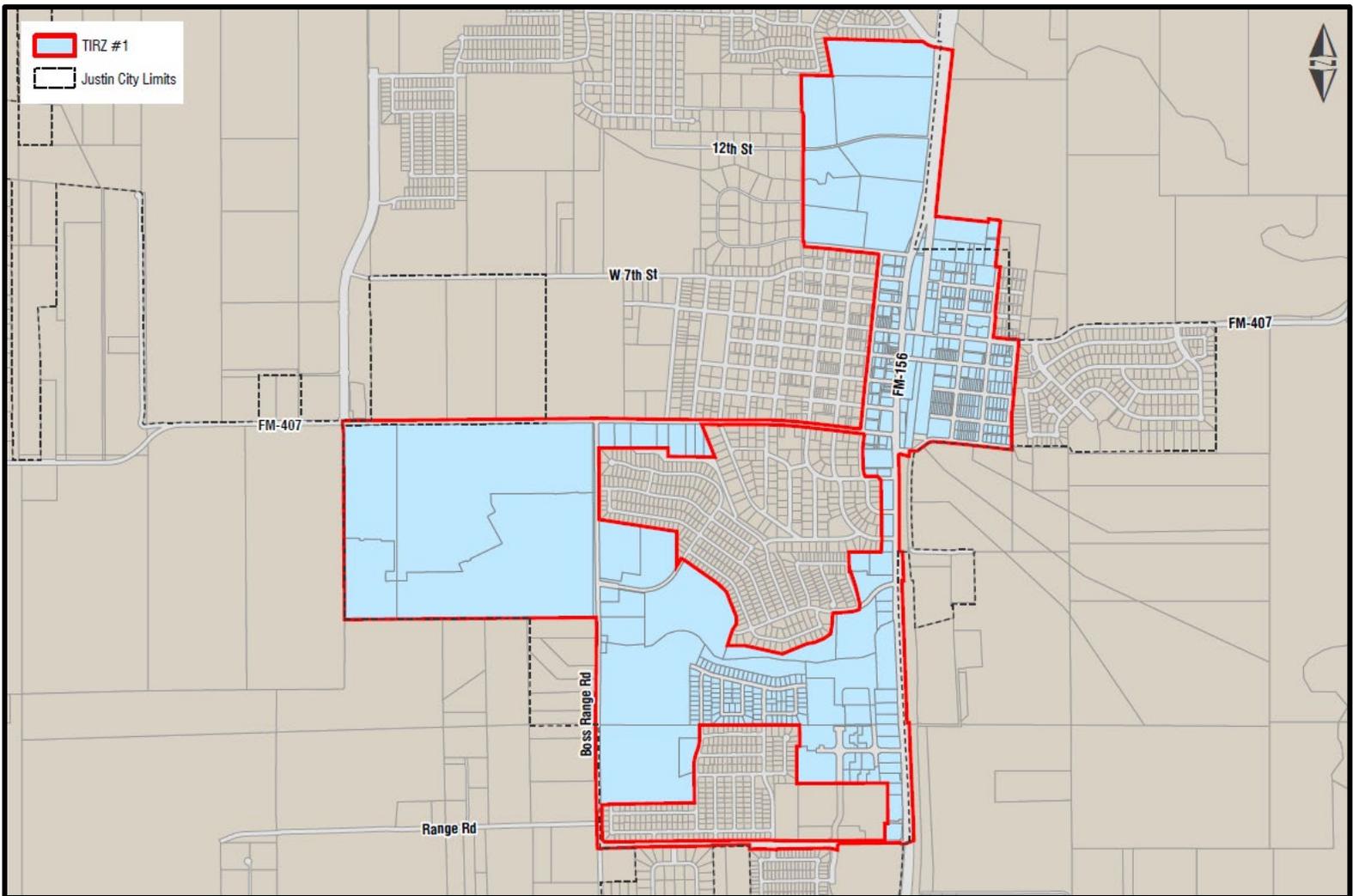


EXHIBIT B

PRELIMINARY PROJECT AND FINANCE PLAN

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City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 15. (POSSIBLE ACTION ITEMS)

Title: PUBLIC HEARING: Public Hearing to consider and act upon a Specific Use Permit for a Carwash legally described as GLEN COE ADDITION BLK 1 LOT 1. Generally located southwest from the intersection of FM 156 and John Wiley Road.

- a. open public hearing
- b. close public hearing
- c. consider and take appropriate action

Department: Development

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Table the item until January 25, 2024.

Background:

On October 26, 2021, City Council approved a Planned Development for Glen Coe Office Development, which included approximately 73,000 sf of offices, retail, and flex space. The Applicant submitted a Specific Use Permit for a Carwash on the north side of the Development. On October 17, 2023, The Planning and Zoning Commission unanimously recommended approval with the conditions that the parking on the east side of the site be reduced to include additional landscaping. Currently, the Applicant is working on revisions to the Site Plan to include this information.

SITE SIZE: 1.02 acres

ZONING: GB; General Business - Planned Development

LANDSCAPING: A tree survey and tree preservation plan were not required, because there are no trees on the site. The east landscape buffer requires 6' canopy trees and 6 understory trees with 35 shrubs. However, there is a conflict with the utility easement and water line on the east side of the development. According to the Code trees are not permitted to be in any Utility Easements. Therefore, Staff has requested all trees to be out of the Utility Easement to mitigate any future issues with the water line. All other aspects of the landscaping are meeting according to the ordinances.

PARKING: The Parking requirements are being met according to the ordinance requirements. The applicant will have 4 employees at this location with 5 queuing spaces per bay. They are providing 27

spaces, which exceeds the minimum requirement.

COMP PLAN: South Gateway. The proposed use is compliant with the Comprehensive Plan.

DISTRICT PROFILE



Development Intensity
Regulatory Guidance



The South Gateway District is in the south-eastern section of the City of Justin. This district has a mix of residential, commercial, and light industrial. This area serves as the first impression of the community from the Fort Worth area; half of the district is within the ETJ.

IDENTITY + CHARACTER This district's character is primarily composed of the neighborhood south of John Wiley Rd and the commercial/industrial uses fronting FM156. As the first district approached from the Dallas Fort Worth Metroplex, this district is the gateway into the community. Establishing a historic and charming town entrance should be a priority.	OPPORTUNITIES As the gateway into the City of Justin, this district can create place-making experiences representative of the entire community. The businesses anchored in this district should be carefully considered to maximize the Justin experience.
CHALLENGES Limited land and connectivity through FM 156 are a challenge. Major roadways border this district on all sides, impacting access to public amenities.	AREAS OF FOCUS Public spaces should be focused on, and a sense of arrival along FM156. New developments and redevelopment should attempt to create more connections with the rest of the community through sidewalks, trails, and redesigned roadways.

CONSIDERATIONS: The city council by an affirmative three-fourths vote, after public hearing and proper notice to all parties affected, and after recommendations from the planning and zoning commission that the use is in general conformance with the master plan of the city and containing such requirements and safeguards as are necessary to protect adjoining property, authorize the location of certain uses in a special district. The application shall be accompanied by a site plan drawn to scale and showing the general arrangement of the project. The application must show: off-street parking facilities; size, height, construction materials, locations of buildings and the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening such as walls, paintings, and fences; and the relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of 200 feet.

City Attorney Review: No

Attachments:

1. Glen Coe Carwash
2. Proposed Ordinance



PLANNING & ZONING COMMISSION MEETING
Staff Report
October 17, 2023

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

PROJECT: Consider and act upon a recommendation to City Council for a Specific Use Permit for a Carwash legally described as GLEN COE ADDITION BLK 1 LOT 1. Generally located southwest from the intersection of FM 407 and John Wiley Road.

APPLICANT: Laura Hill; Applicant

EXECUTIVE SUMMARY: On October 26, 2021, City Council approved a Planned Development for Glen Coe Office Development, which included approximately 73,000 sf of offices, retail, and flex space. The Applicant submitted a Specific Use Permit for a Carwash on the north side of the Development.

SITE SIZE: 1.02 acres

ZONING: GB; General Business - Planned Development

LANDSCAPING: A tree survey and tree preservation plan were not required, because there are no trees on the site. The east landscape buffer requires 6' canopy trees and 6 understory trees with 35 shrubs. However, there is a conflict with the utility easement and water line on the east side of the development. According to the Code trees are not permitted to be in any Utility Easements. Therefore, Staff has requested all trees to be out of the Utility Easement to mitigate any future issues with the water line.

All other aspects of the landscaping are meeting according to the ordinances.

PARKING: The Parking requirements are being met according to the ordinance requirements. The applicant will have 4 employees at this location with 5 queuing spaces per bay. They are providing 27 spaces, which exceeds the minimum requirement.

COMP PLAN: South Gateway. The proposed use is compliant with the Comprehensive Plan.

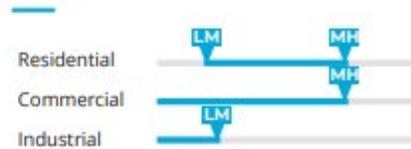
DISTRICT PROFILE



Building set back from FM 156

Development Intensity

Regulatory Guidance



The South Gateway District is in the south-eastern section of the City of Justin. This district has a mix of residential, commercial, and light industrial. This area serves as the first impression of the community from the Fort Worth area; half of the district is within the ETJ.

IDENTITY + CHARACTER

This district's character is primarily composed of the neighborhood south of John Wiley Rd and the commercial/industrial uses fronting FM156. As the first district approached from the Dallas Fort Worth Metroplex, this district is the gateway into the community. Establishing a historic and charming town entrance should be a priority.

OPPORTUNITIES

As the gateway into the City of Justin, this district can create place-making experiences representative of the entire community. The businesses anchored in this district should be carefully considered to maximize the Justin experience.

CHALLENGES

Limited land and connectivity through FM 156 are a challenge. Major roadways border this district on all sides, impacting access to public amenities.

AREAS OF FOCUS

Public spaces should be focused on, and a sense of arrival along FM156. New developments and redevelopment should attempt to create more connections with the rest of the community through sidewalks, trails, and redesigned roadways.

ACTION CONSIDERED:

- 1) approve, approve with conditions, table with clarification and intent or deny.



P&Z CONSIDERATIONS:

In recommending that a specific use permit for the premises under consideration be granted, the planning and zoning commission shall determine that such uses are:

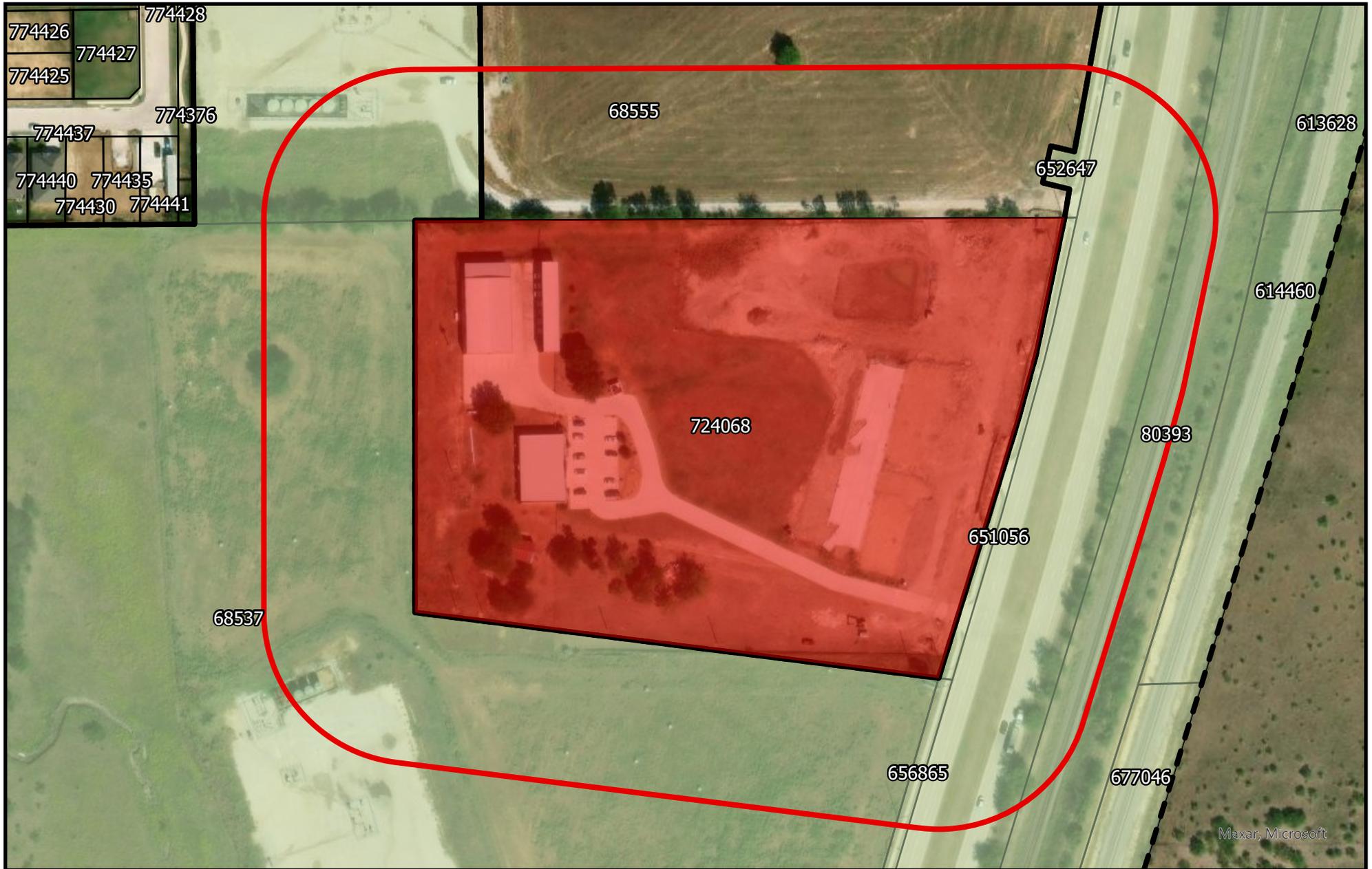
Harmonious with and adaptable to building structures and uses of abutting property and other property in the vicinity of the requirements for the paving of streets, alleys and sidewalks, means of ingress and egress to public streets, provisions for drainage, adequate off-street parking, protective screening and open space, heights of structures, and compatibility of building construction.

STAFF RECOMMENDATION:

Staff has reviewed the application and recommends consideration based on the request.

ATTACHMENTS:

- (A) Map
- (B) Supporting Documentation



0 75 150 300 Feet

Created by:
Christopher T. Young
GIS Technician
Date: 10/05/2023

**Glen Coe Carwash
Proposed Site
Justin, TX**

Legend

Justin City Limits	Glen Coe Car Wash
Justin ETJ	200ft Notice Radius

SELECT APPLICATION TYPE

Zoning Change
 Special Use Permit
 Planned Development

DEVELOPMENT

Project Address 1100 Fm 156 Justin Tx 76092
 Project Name Justin Tower Plaza / Tower Carwash
 Legal Description Glen Coe Addition Blk 1 Acreage 1.02
 Current Zoning General Business Proposed Zoning General business
 Current Use acreage Proposed Use car wash

OWNER INFORMATION

Company/Name Glen Coe Enterprises LLC
 Contact Name Laura Hill
 Address 14942 Hwy 156 City Justin State Tx Zip 76247
 Phone 940-648-02300 Email Lhill@downreypublishing.com

For additional owners, please include additional copies of this page. The property owner MUST sign the application or submit a notarized letter of authorization.

REPRESENTATIVE/AGENT INFORMATION

Company _____ Contact Name _____
 Address _____ City _____ State _____ Zip _____
 Phone _____ Email _____

CERTIFICATION

I certify that the above information is correct and complete to the best of my acknowledge and ability, and that I will be fully prepared to present the proposal at a Planning and Zoning Commission and City Council public hearing. I reserve the right to withdraw this proposal at any time by filing a written request with the Development Services Department.

<u>Laura Hill</u> Owner Signature	<u>7/10/23</u> Date	<u>Laura K Hill</u> Owner Name (Print)
_____ Agent Signature	_____ Date	_____ Agent Name (Print)

APPLICATION SUBMITTAL REQUIREMENTS

Applications submitted without original signatures and all required documents and information will not be reviewed and will be returned to the applicant for revision. Please be sure that all required items are included for the type of application requested.

Zoning information is available online in Chapter 52 of the City of Justin Code of Ordinances. If you have questions about the application process or any submittal requirements, please call the Development Services Department at (940) 648-2541 Ext. 5.

ALL APPLICATIONS must be submitted to development@cityofjustin.com.

The following items are required with all types of applications:

- Zoning Application form.
- Application filing fee as required by the City of Justin Fee Schedule. This fee is non-refundable.
- One digital copy of the subdivision plat (if the property is platted)
- If request is for (i) a portion of a platted lot, or (ii) an unplotted lot, surveyed site boundary dimensions (metes and bounds) and gross acreage determined by a licensed surveyor must be provided electronically in PDF format and paper copy.
- Original paid receipt or tax certificate indicate that the property taxes have been paid for the property. The certificate may be obtained for a fee from the Denton County Tax Office at *on file City of Justin*
- Completed trip generation data form, if requested by the City Engineer. This will be used to determine if a traffic impact analysis will be required for the development.
- If the ownership does not match the ownership on the Denton County Appraisal District website, a warranty deed shall be submitted with this application. Please verify ownership prior to submitting the application.
- Additional information may be requested by the Development Review Committee if deemed essential for review and consideration by the Planning and Zoning Commission and City Council.
- Additional application submittal requirements, based on the specific type of application (see below)

ZONING CHANGE

- Zoning exhibit indicating the proposed land area of the zoning area request. The exhibit must show the abutting properties, adjacent streets, and all structures on the property. A copy of a subdivision plat or a copy of a property survey less than two years old will satisfy this requirement.

PLANNED DEVELOPMENT

- A written statement describing what the applicant wants to achieve in the development of the property and how the proposal conforms to the development standards established in Chapter 52 Article IV. Planned Developments of the City Code of Ordinances. This statement should be prepared as a narrative description of the character of the proposed development and rationale behind the assumptions and choices made by the applicant, including the use and ownership of open spaces. This is the applicant's opportunity to describe what they want to do with the property and why. The applicant may also submit drawings, photographs, company information and other relevant material with the application.
- Confirmation of the required pre-submittal meeting with City staff.
- A Site Plan showing the items indicated in the technical requirements described below for SITE PLAN.

SPECIAL USE PERMIT

- A written statement describing what is to be achieved in the development proposal for the property.
- Site Plan showing the items indicated in the technical requirements described below for SITE PLAN.

Dear City of Justin,

I hope this letter finds you well. I am excited to introduce our new automatic tunnel car wash facility to the residents of Justin. Our state-of-the-art car wash is designed to provide numerous benefits that will enhance the car ownership experience and contribute positively to our community.

Convenience: With the hustle and bustle of modern life, time is of the essence. Our automatic car wash offers unparalleled convenience to the residents of Justin. Customers can have their vehicles thoroughly cleaned without having to dedicate a substantial amount of time to the task. Our automated system ensures that cars are efficiently cleaned, leaving drivers with more time to focus on other important activities.

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Protection for Vehicles: Regular washing isn't just about aesthetics, it's also about protecting your investment. Our automatic tunnel car wash uses gentle yet effective cleaning methods that prevent the risk of scratches or damage to your vehicle's exterior. The removal of dirt and debris also prevents potential long-term paint damage, extending the life and resale value of vehicles.

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Best regards,

Preston Hill
Operator
682-472-7244

20' PIPELINE EASEMENT
INST. NO. 2008-41057
D.R.D.C.T.

THOMAS WALKER ET AL.
INST. NO. 1997-017950
R.P.R.D.C.T.

N89°33'28"E 315.00'

PROPOSED ONE STORY BUILDING
AUTOMATIC CARWASH
±3,900 SQ. FT.

R=7518.00'
L=154.12'
D=110'28"
CB=N12°49'33"E
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F.M. 156
(VARIABLE WIDTH RIGHT-OF-WAY)

S89°33'28"W 279.63'

UNDERGROUND DETENTION
(900 LF OF 48" HDPE)

SITE DATA	
SITE AREA	44,638 S.F. (1.0247 AC.)
ZONING	C1
PROPOSED USE	HOTEL
PROPOSED BUILDING AREA (FOOTPRINT)	±3,900 S.F.
LOT COVERAGE	8.74%
BUILDING HEIGHT	20'
PARKING REQUIRED	- 1 SPACE PER EMPLOYEE
MAX. NO. OF EMPLOYEES	4
PARKING PROVIDED	5 PLUS PARKING AGREEMENT IN OVERALL DEVELOPMENT
IMPERVIOUS AREA	31,892 S.F. (71.4%)

LEGEND

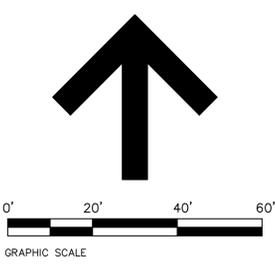
-  PROPOSED ON-SITE CONCRETE PAVEMENT (6" 3,600 PSI)
-  PROPOSED ON-SITE CONCRETE PAVEMENT (7" 3,600 PSI)
-  PROPOSED CONCRETE WALK

- GENERAL NOTES:**
- ALL CONSTRUCTION TO BE DONE IN STRICT ACCORDANCE TO THESE PLANS AND ALL APPLICABLE MUNICIPAL CODES AND STANDARDS.
 - ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
 - SEE ARCHITECTURAL PLANS FOR ALL BUILDING, POOL AREA AND TRASH ENCLOSURE DIMENSIONS AND DETAILS.

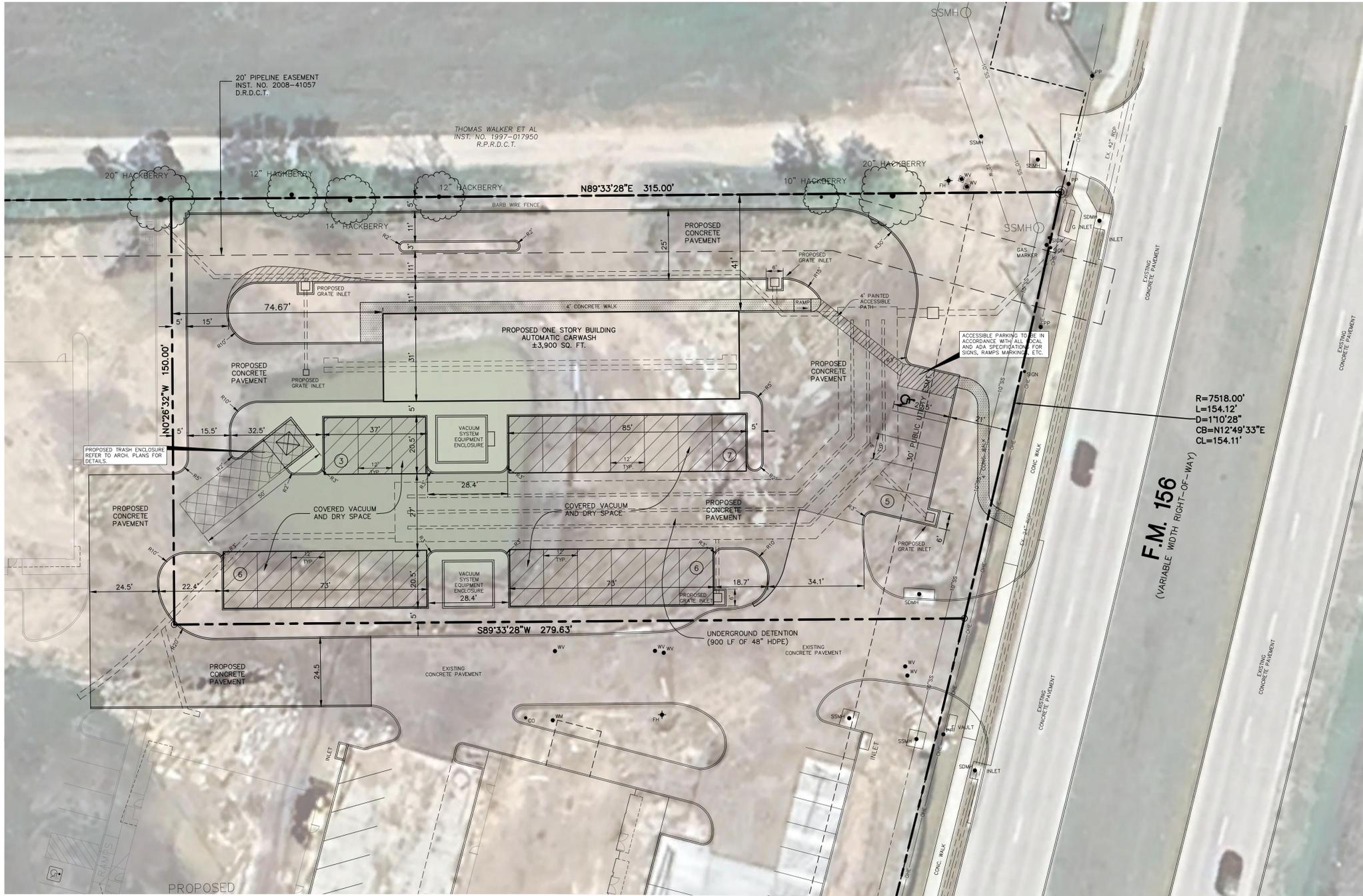
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REVISIONS:	CITY COMMENTS:
10-6-23	

SHEET TITLE: GLEN COE AUTOMATIC CARWASH 14701 N. FM 156 BEING LOT 1, BLOCK 1, GLEN COE ADDITION, CITY OF JUSTIN, DENTON COUNTY, TEXAS.		
PREPARED BY: JDJR ENGINEERS & CONSULTANTS, INC. TSBPE REGISTRATION NUMBER F-8927		
ENGINEERS • SURVEYORS • LAND PLANNERS 2500 Texas Drive Suite 100 Irving, Texas 75062 Tel 972-252-5357 Fax 972-252-8958		
DATE: 09-18-23	DRAWN BY: JDJR	SHEET NO.
SCALE: 1" = 20'	CHECKED BY: JDJR	1 OF 14



C:\p\proj\2023\1302-2-23_Car Wash - Justin, TX\DWY\1302-2-23_Car Wash - Justin, TX.dwg, 10/17/2023 11:53:28 AM



R=7518.00'
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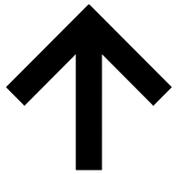
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REVISIONS:

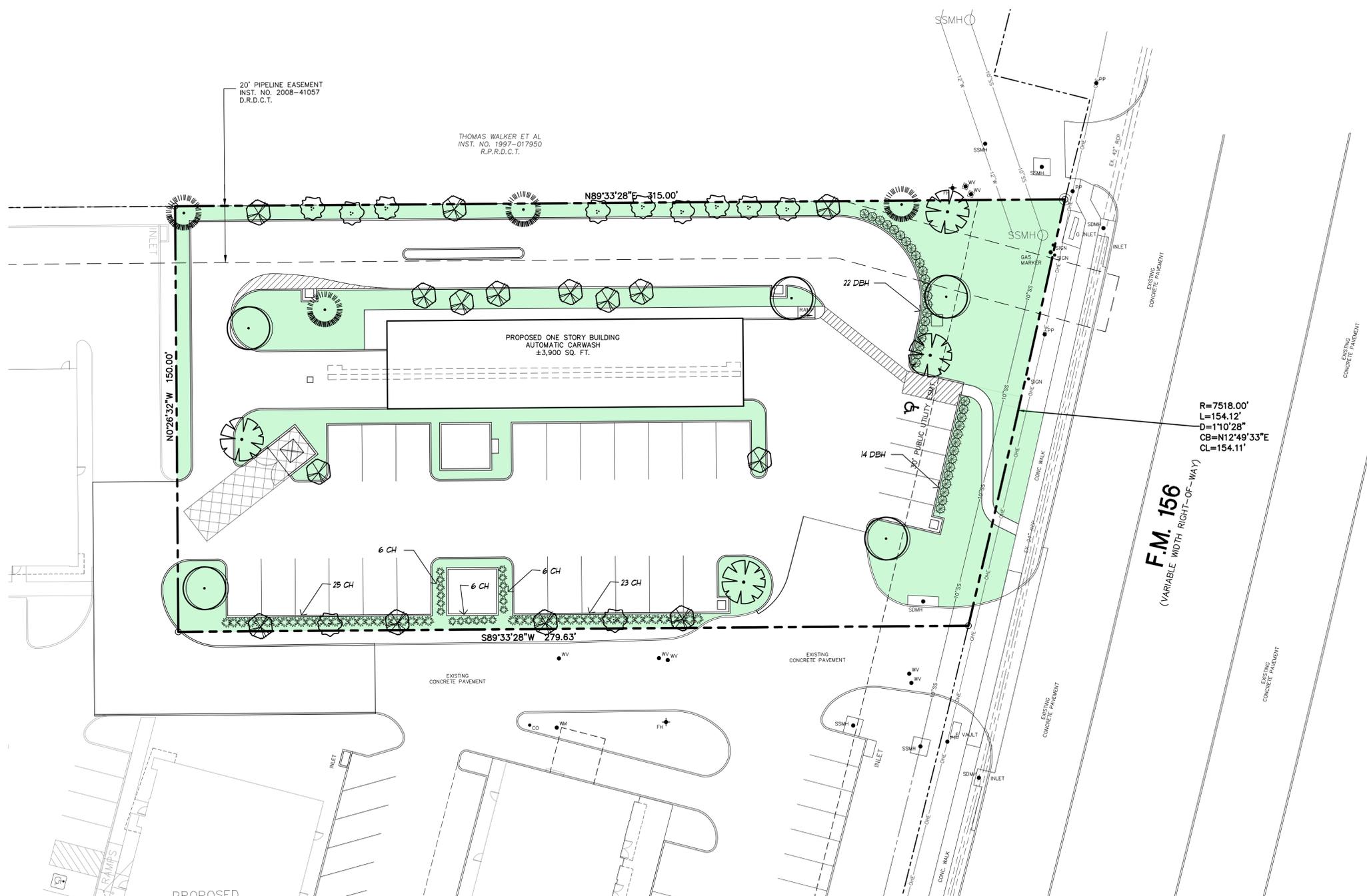
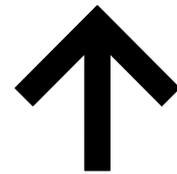


SHEET TITLE:
SITE DIMENSIONAL CONTROL PLAN
GLEN COE AUTOMATIC CARWASH
 14701 N. FM 156
 BEING LOT 1, BLOCK 1, GLEN COE ADDITION,
 CITY OF JUSTIN, DENTON COUNTY, TEXAS.

PREPARED BY:
JDJR ENGINEERS & CONSULTANTS, INC.
 TSBPPE REGISTRATION NUMBER F-8927

ENGINEERS • SURVEYORS • LAND PLANNERS
 2500 Texas Drive Suite 100 Irving, Texas 75062
 Tel 972-252-5357 Fax 972-252-8958

DATE: 09-18-23 DRAWN BY: JDJR SHEET NO.
 SCALE: 1" = 20' CHECKED BY: JDJR **C4** OF **14**



LANDSCAPE TABULATIONS

LOT AREA = 44,638 SQ. FT.
TOTAL LANDSCAPE AREA PROVIDED = 12,953 SQ. FT.

STREET BUFFER REQUIRED = 20'
STREET BUFFER PROVIDED = 21'

STREET BUFFER PLANTINGS REQUIRED =
4 CANOPY TREES PLUS 4 UNDERSTORY TREE
+ 10 SCREENING SHRUBS + 3' BERM (PER 100 LF)
= 6 CANOPY TREES
6 UNDERSTORY TREES
15 SHRUBS
3' BERM

STREET BUFFER PLANTINGS PROVIDED =
6 CANOPY TREES
6 UNDERSTORY TREES
35 SHRUBS
SHRUBS USED IN LIEU OF BERM

ALL STREET BUFFER TREES INSTALLED ELSEWHERE ON SITE DUE UTILITY EASEMENT

INTERIOR LANDSCAPING REQUIRED =
10% OF LOT AREA = 4,464 SQ. FT.

INTERIOR LANDSCAPING PROVIDED = 7,069 SQ. FT.

INTERIOR LANDSCAPING PLANTINGS REQUIRED =
1 CANOPY TREE / 600 SQ. FT. = 8 TREES
1 UNDERSTORY TREE / 300 SQ. FT. = 15 TREES
1 SHRUB / 60 SQ. FT. = 74 SHRUBS

INTERIOR LANDSCAPING PLANTINGS PROVIDED =
= 8 CANOPY TREES
= 16 UNDERSTORY TREES
= 78 SHRUBS

LEGEND

- LIVE OAK TREE
- CEDAR ELM TREE
- TEXAS RED OAK TREE
- POSSUMHAW HOLLY TREE
- CREPE MYRTLE TREE
- EXISTING TREE TO REMAIN
- DWARF BURFORD HOLLY SHRUB
- CARISSA HOLLY SHRUB

NOTES:

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR IN ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES AND LINE RUNS.
2. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PER DRAWING AND SPECIFICATIONS BY LANDSCAPE DESIGNER. PLANT QUANTITIES HAVE BEEN PROVIDED AS A CONVENIENCE ONLY TO THE CONTRACTOR AND SHALL NOT BE CONSIDERED ABSOLUTE.
3. ALL BED AREAS SHALL BE ROTOTILLED TO A DEPTH OF 6" ADDING PLANTING SOIL MIXTURE DURING PROCESS. THE LEVEL OF THE BED AREAS SHOULD BE LEFT 3" ABOVE THE PROPOSED FINISHED GRADE TO ALLOW FOR COMPACTION AND SETTLEMENT.
4. AFTER SETTLEMENT AND COMPACTION ALL PLANTING BEDS SHALL RECEIVE A 2" (MIN) LAYER OF SHREDED CYPRESS MULCH.
5. PLANTING SOIL MIXTURE FOR BED AREAS SHALL BE 50% EXISTING SOIL, 10% SHARP SAND 40% SOIL CONDITIONER (BACK TO EARTH OR EQUAL).
6. ALL TREES ARE TO BE STAKED AND GUYED THROUGH THE ONE YEAR WARRANTY AT WHICH TIME THE OWNER SHALL DETERMINE IF REMOVAL IS NECESSARY.
7. ALL BED AREAS SHALL BE SEPARATED FROM TURF AREAS USING IRYERSON STEEL EDGING.

PLANT SCHEDULE

COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	SPACING	REMARKS
LIVE OAK	QUERCUS VIRGINIANA	5	3" CAL.	AS SHOWN	BALLED/BURLAP
CEDAR ELM	ULMUS CRASSIFOLIA	4	3" CAL.	AS SHOWN	BALLED/BURLAP
TEXAS RED OAK	QUERCUS TEXANA	4	3" CAL.	AS SHOWN	BALLED/BURLAP
POSSUMHAW HOLLY	ILEX DECIDUA	15	3" CAL.	AS SHOWN	BALLED/BURLAP
GRAPE MYRTLE	LAGERSTROEMIA	11	3" CAL.	AS SHOWN	BALLED/BURLAP
CARISSA HOLLY	ILEX CORNUTA	66	3 GAL	36" C-C	CONTAINER
DWARF BURFORD HOLLY	ILEX CORNUTA BURFORDI NANA	36	5 GAL.	36" C-C	CONTAINER
BERMUDA TURF	CYNADON DACTYLON	12,953 SF.	-	-	HYDRONMULCH OR SOLID SOD

REVISIONS:	CITY COMMENTS:
10-6-23	

SHEET TITLE:
LANDSCAPE PLAN
GLEN COE AUTOMATIC CARWASH
14701 N. FM 156
BEING LOT 1, BLOCK 1, GLEN COE ADDITION,
CITY OF JUSTIN, DENTON COUNTY, TEXAS.

PREPARED BY:
JDJR ENGINEERS & CONSULTANTS, INC.
TSBP REGISTRATION NUMBER F-8927

ENGINEERS • SURVEYORS • LAND PLANNERS
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DATE: 09-18-23 DRAWN BY: JDJR SHEET NO.
SCALE: 1" = 20' CHECKED BY: JDJR **L1** of 1



**JUSTIN TOWER PLAZA
DESIGN A
14942 FM 156
JUSTIN, TX**

Disclaimer:
This plan is only conceptual in nature
and used to estimate uses requested.
This is not to be used for construction,
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ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING A SPECIFIC USE PERMIT FOR A CARWASH AND HAVING THE LEGAL DESCRIPTION OF GLEN COE ADDITION BLK 1 LOT 1, 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 authorized the applicants of property legally described Glen Coe Addition Block 1 Lot 1, Denton County, Texas.

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 the Commission determined that the change of the proposed Specific Use Permit was compatible with surrounding uses and the City's Comprehensive 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 Specific Use Permit is approved with the exhibits attached.

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 legally described as legally described as GLEN COE ADDITION BLK 1 LOT 1. Generally located southwest from the intersection of FM 156 and John Wiley Road. Justin, Denton County, Texas, is amended to establish a Specific Use Permit for a Carwash.

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.

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

Approved as to form:

City Attorney

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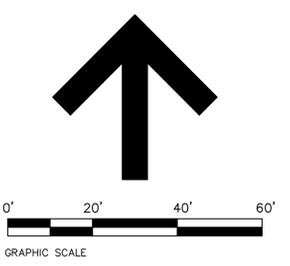
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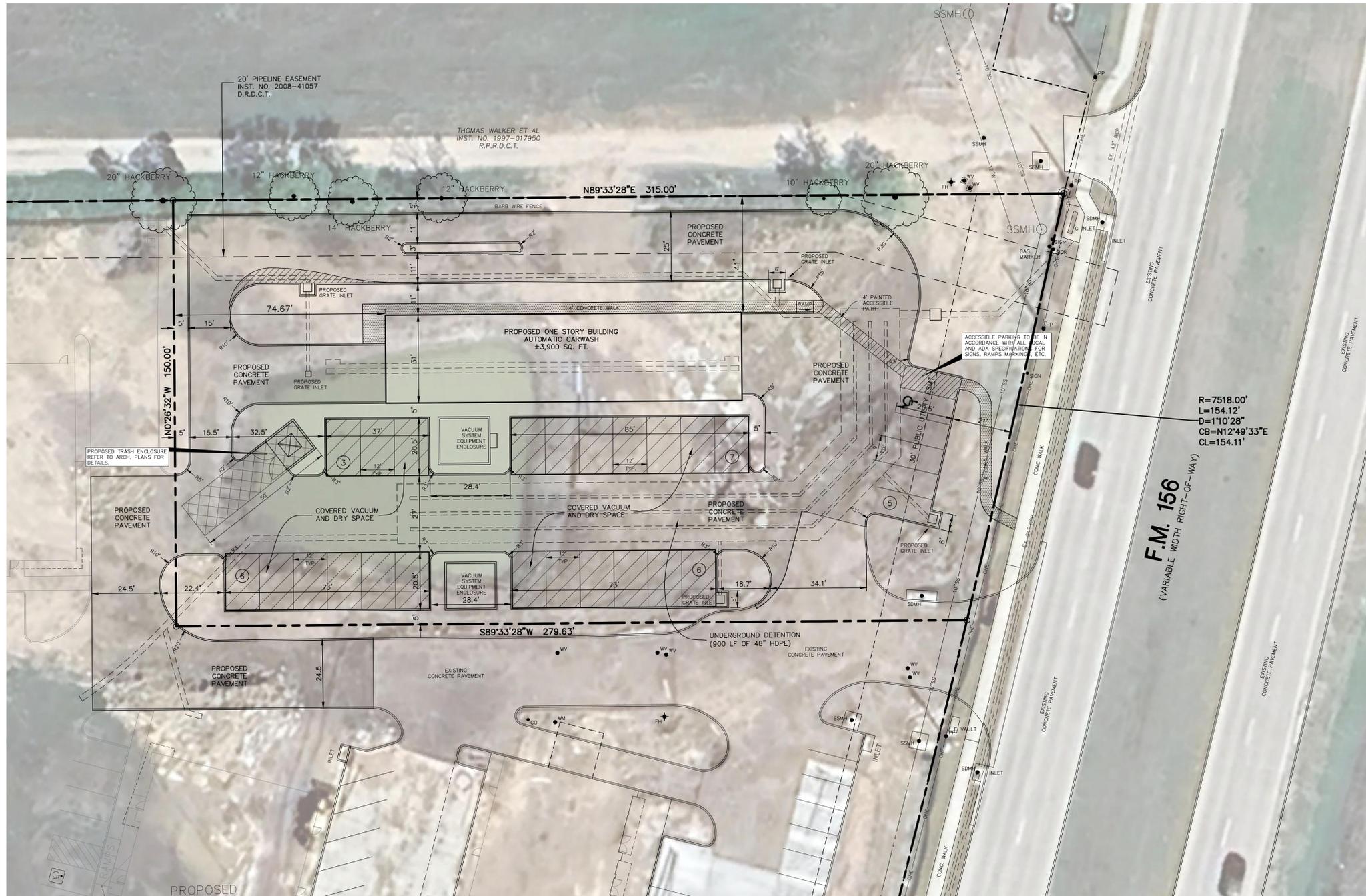
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REVISIONS:	CITY COMMENTS:
10-6-23	

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PREPARED BY: JDJR ENGINEERS & CONSULTANTS, INC. TSBPE REGISTRATION NUMBER F-8927		
ENGINEERS • SURVEYORS • LAND PLANNERS 2500 Texas Drive Suite 100 Irving, Texas 75062 Tel 972-252-5357 Fax 972-252-8958		
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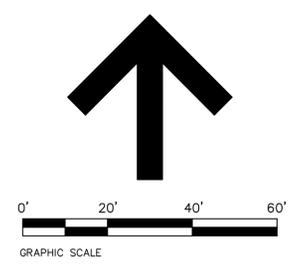
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LEGEND

	PROPOSED ON-SITE CONCRETE PAVEMENT (6" 3,600 PSI)
	PROPOSED ON-SITE CONCRETE PAVEMENT (7" 3,600 PSI)
	PROPOSED CONCRETE WALK

- GENERAL NOTES:**
- ALL CONSTRUCTION TO BE DONE IN STRICT ACCORDANCE TO THESE PLANS AND ALL APPLICABLE MUNICIPAL CODES AND STANDARDS.
 - ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
 - SEE ARCHITECTURAL PLANS FOR ALL BUILDING, POOL AREA AND TRASH ENCLOSURE DIMENSIONS AND DETAILS.
- ACCESSIBILITY NOTES:**
- ALL ACCESSIBLE PARKING AREAS, ROUTES, RAMPS, ETC. SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TEXAS ACCESSIBILITY STANDARDS (TAS).
 - ALL SIDEWALK RAMPS AND/OR CURB RAMPS SHOWN SHALL HAVE A MAXIMUM VERTICAL RISE OF 6" WITH A MAXIMUM RUNNING SLOPE OF 1:12 (8.33%) AND BE CONSTRUCTED IN ACCORDANCE WITH TAS SECTIONS 4.7 AND 4.8.
 - ALL ACCESSIBLE ROUTES (EXCEPT FOR THE SIDEWALK AND CURB RAMPS) SHALL HAVE A MAXIMUM RUNNING SLOPE OF 1:20 (5%) AND A MAXIMUM CROSS SLOPE OF 1:50 (2%).
 - ALL ACCESSIBLE PARKING SPACES AND ISLES SHALL HAVE A MAXIMUM SLOPE IN ANY DIRECTION OF 1:50 (2%). REFER TO SHEET SD305 FOR DETAILS OF MARKINGS, SIGNS, ETC.



REVISIONS:

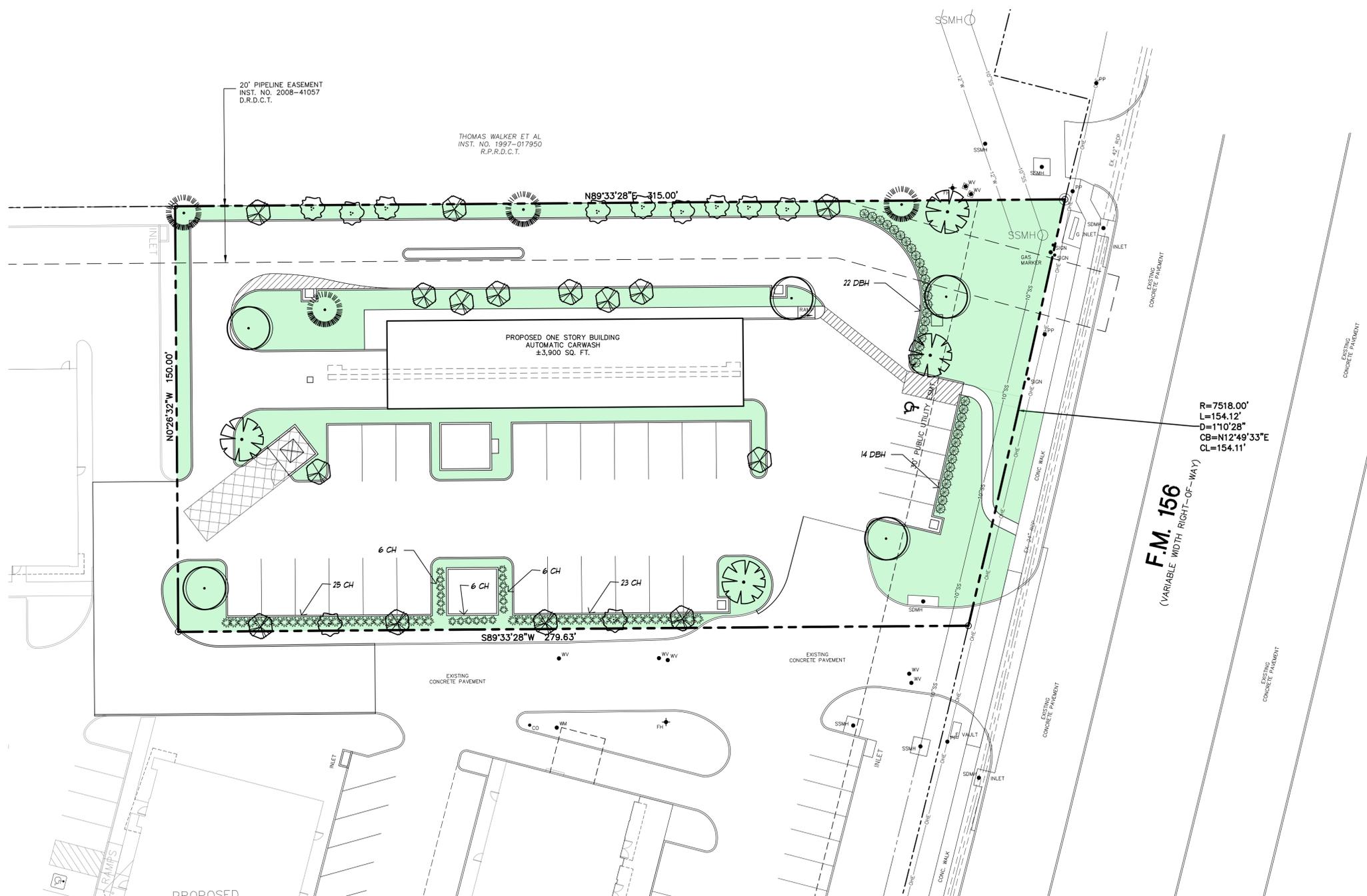
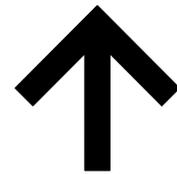


SHEET TITLE:
SITE DIMENSIONAL CONTROL PLAN
GLEN COE AUTOMATIC CARWASH
 14701 N. FM 156
 BEING LOT 1, BLOCK 1, GLEN COE ADDITION,
 CITY OF JUSTIN, DENTON COUNTY, TEXAS.

PREPARED BY:
JDJR ENGINEERS & CONSULTANTS, INC.
 TSBPPE REGISTRATION NUMBER F-8927

ENGINEERS • SURVEYORS • LAND PLANNERS
 2500 Texas Drive Suite 100 Irving, Texas 75062
 Tel 972-252-5357 Fax 972-252-8958

DATE: 09-18-23 DRAWN BY: JDJR SHEET NO.
 SCALE: 1" = 20' CHECKED BY: JDJR **C4** OF **14**



LANDSCAPE TABULATIONS

LOT AREA = 44,638 SQ. FT.
TOTAL LANDSCAPE AREA PROVIDED = 12,953 SQ. FT.

STREET BUFFER REQUIRED = 20'
STREET BUFFER PROVIDED = 21'

STREET BUFFER PLANTINGS REQUIRED =
4 CANOPY TREES PLUS 4 UNDERSTORY TREE
+ 10 SCREENING SHRUBS + 3' BERM (PER 100 LF)
= 6 CANOPY TREES
6 UNDERSTORY TREES
15 SHRUBS
3' BERM

STREET BUFFER PLANTINGS PROVIDED =
6 CANOPY TREES
6 UNDERSTORY TREES
35 SHRUBS
SHRUBS USED IN LIEU OF BERM

ALL STREET BUFFER TREES INSTALLED ELSEWHERE ON SITE DUE UTILITY EASEMENT

INTERIOR LANDSCAPING REQUIRED =
10% OF LOT AREA = 4,464 SQ. FT.

INTERIOR LANDSCAPING PROVIDED = 7,069 SQ. FT.

INTERIOR LANDSCAPING PLANTINGS REQUIRED =
1 CANOPY TREE / 600 SQ. FT. = 8 TREES
1 UNDERSTORY TREE / 300 SQ. FT. = 15 TREES
1 SHRUB / 60 SQ. FT. = 74 SHRUBS

INTERIOR LANDSCAPING PLANTINGS PROVIDED =
= 8 CANOPY TREES
= 16 UNDERSTORY TREES
= 78 SHRUBS

LEGEND

- LIVE OAK TREE
- CEDAR ELM TREE
- TEXAS RED OAK TREE
- POSSUMHAW HOLLY TREE
- CREPE MYRTLE TREE
- EXISTING TREE TO REMAIN
- DWARF BURFORD HOLLY SHRUB
- CARISSA HOLLY SHRUB

NOTES:

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR IN ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES AND LINE RUNS.
2. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PER DRAWING AND SPECIFICATIONS BY LANDSCAPE DESIGNER. PLANT QUANTITIES HAVE BEEN PROVIDED AS A CONVENIENCE ONLY TO THE CONTRACTOR AND SHALL NOT BE CONSIDERED ABSOLUTE.
3. ALL BED AREAS SHALL BE ROTOTILLED TO A DEPTH OF 6" ADDING PLANTING SOIL MIXTURE DURING PROCESS. THE LEVEL OF THE BED AREAS SHOULD BE LEFT 3" ABOVE THE PROPOSED FINISHED GRADE TO ALLOW FOR COMPACTION AND SETTLEMENT.
4. AFTER SETTLEMENT AND COMPACTION ALL PLANTING BEDS SHALL RECEIVE A 2" (MIN) LAYER OF SHREDED CYPRESS MULCH.
5. PLANTING SOIL MIXTURE FOR BED AREAS SHALL BE 50% EXISTING SOIL, 10% SHARP SAND 40% SOIL CONDITIONER (BACK TO EARTH OR EQUAL).
6. ALL TREES ARE TO BE STAKED AND GUYED THROUGH THE ONE YEAR WARRANTY AT WHICH TIME THE OWNER SHALL DETERMINE IF REMOVAL IS NECESSARY.
7. ALL BED AREAS SHALL BE SEPARATED FROM TURF AREAS USING IRYERSON STEEL EDGING.

PLANT SCHEDULE

COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	SPACING	REMARKS
LIVE OAK	QUERCUS VIRGINIANA	5	3" CAL.	AS SHOWN	BALLED/BURLAP
CEDAR ELM	ULMUS CRASSIFOLIA	4	3" CAL.	AS SHOWN	BALLED/BURLAP
TEXAS RED OAK	QUERCUS TEXANA	4	3" CAL.	AS SHOWN	BALLED/BURLAP
POSSUMHAW HOLLY	ILEX DECIDUA	15	3" CAL.	AS SHOWN	BALLED/BURLAP
GRAPE MYRTLE	LAGERSTROEMIA	11	3" CAL.	AS SHOWN	BALLED/BURLAP
CARISSA HOLLY	ILEX CORNUTA	66	3 GAL.	36" C-C	CONTAINER
DWARF BURFORD HOLLY	ILEX CORNUTA BURFORDI NANA	36	5 GAL.	36" C-C	CONTAINER
BERMUDA TURF	CYNADON DACTYLON	12,953 SF.	-	-	HYDRONMULCH OR SOLID SOD

REVISIONS:	CITY COMMENTS:
10-6-23	

SHEET TITLE:
LANDSCAPE PLAN
GLEN COE AUTOMATIC CARWASH
14701 N. FM 156
BEING LOT 1, BLOCK 1, GLEN COE ADDITION,
CITY OF JUSTIN, DENTON COUNTY, TEXAS.

PREPARED BY:
JDJR ENGINEERS & CONSULTANTS, INC.
TSBP REGISTRATION NUMBER F-8927

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2500 Texas Drive Suite 100 Irving, Texas 75062
Tel 972-252-5357 Fax 972-252-8958

DATE: 09-18-23 DRAWN BY: JDJR SHEET NO.
SCALE: 1" = 20' CHECKED BY: JDJR **L1** of 1



**JUSTIN TOWER PLAZA
DESIGN A
14942 FM 156
JUSTIN, TX**

Disclaimer:
This plan is only conceptual in nature
and used to estimate uses requested.
This is not to be used for construction,
permitting or purchasing purposes.



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City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 16. (POSSIBLE ACTION ITEMS)

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

Department: Development

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Appoint and/or Reappoint the respective members into their place numbers as presented.

Background:

Place 1: Vicente Barrientos (appointed January 24, 2023)

Place 3: Gary Davis (appointed April 12, 2021)

Place 5: Tory Turner (appointed July 12, 2022)

Place 7: Thomas Cronberger (appointed March 22, 2022)

City Attorney Review: No

Attachments:

None



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 17. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action regarding appointments to and membership of the Justin Economic Development Corporation and the Justin Community Development Corporation.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Appoint/Reappoint respective members.

Background:

For the EDC/CDC Boards:

Place 1: Melissa Green or (Lisa Leary/ see below)

Place 3: Mike Russ (standing member for several decades, interested in continuing to serve)

Place 5: Bailey Acosta (current VP and still interested in serving)

Place 7: Ron Williams (current secretary and still interested in serving)

Staff recommends reappointing Mike, Bailey, and Ron. Melissa has not responded and has missed the last few meetings.

We have received an application from Lisa Leary whose first choice is CDC. The council can choose to not reappoint Melissa and appoint Lisa to Place 1 on both the EDC/CDC Boards.

City Attorney Review: No

Attachments:

None



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 18. (POSSIBLE ACTION ITEMS)

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

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Appoint Amy Shadowens (application attached) to Place 3, and Reappoint Jacqueline Steinbacher to Place 1, Rachel Christiano to Place 5, and Tara Osborn to Place 7.

Background:

For the Parks and Recreation Advisory Board:

Amy Shadowens was unanimously recommended for appointment by the Parks and Recreation Advisory Board at their November 14th meeting.

Place 1: Jacqueline Steinbacher (long standing member, interested in continuing to serve)

Place 3: vacant

Place 5: Rachel Cristiano (Rachel was appointed on 9/26/23 and would like to fulfill her 2 year term)

Place 7: Tara Osborn (Tara was appointed on 5/9/23 and would like to be re-appointed to fulfill a 2 year term)

City Attorney Review: No

Attachments:

1. Amy Shadowens Board Application

Board, Commission & Committee Application

First Name	Amy
Last Name	Shadowens
Address	
City	Justin
State	TX
Zip Code	76247
Phone Number	562-896-8488
Email Address	amy.shadowens@gmail.com
Are you over the age of 18?	Yes
Are you a registered voter in Justin?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	Project Manager/DPR Construction
Education, Licenses, or Certifications	BA Liberal Studies AA Church Leadership and Ministry
Are you a current or past member of a Council-appointed Board, Commission, or Corporation?	No
On which Board, Commission, or Committee are you interested in serving? (First Choice)	Parks and Recreation Board
If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.	Planning and Zoning Commission
What work experience, educational experience,	I'm a project manager for a general contractor currently overseeing a \$140M ground up build. I am my company's

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

central region community initiative representative supporting DFW, Houston, Austin, and Denver committed to building better communities through facility construction and renovation, providing career and education guidance for youth, and providing operational support for our non-profit partners. I lead a Small Group with my husband out of FOTP Northlake and help coach our son's 4U t-ball team with JYSA.

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

Raising my family in a city we are active in and committed to growing in and with has been a goal of mine since moving here in 2022. Pouring into the village that pours in to my kids and into kids for generations to come is the least I can do to give back. We spend countless hours at the parks and at the ball fields. I find solace and peace running and biking around the city trails. These are amenities I would love to see all citizens use and enjoy and would be honored to help grow our parks to accommodate all of the new residents moving to Justin in the coming years.

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

No

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

No

Are there any criminal charges or proceedings pending against you?

Yes

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

Amy Shadowens

Date of Submission

10/11/2023



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 19. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action regarding appointments to and membership of the Justin Community Library Board.

Department: Administration

Contact: Lesa Keith, Lib./Court Director

Recommendation:

Reappoint Helen Allen to Place 1, Kayce Strader to Place 5, and Heather Beatty to Place 7.

Background:

For the Library Board, Helen Allen is the only member up for re-appointment that has served a full term. As for the other members Place 5, and Place 7; they wish to continue to serve and be re-appointed for a full term. Place 3, Melissa Campbell has resigned as of 12/4/2023.

Place 1: Helen Allen (served as a long term member - appointed 10/9/2017)

Place 3: Melissa Campbell (appointed 4/25/2023 - Resigned 12/4/2023)

Place 5: Kayce Strader (appointed 6/27/2023 and would like to serve a full 2 year term)

Place 7: Heather Beatty (appointed 6/27/2023 and would like to serve a full 2 year term)

City Attorney Review: No

Attachments:

None



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 20. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action regarding appointments to and membership of the Home Rule Charter Committee.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Review the names submitted by the Council, and recommend the appointment of 9 members.

Background:

Council were tasked to send staff 3 names each of vetted citizens for recommendation of appointment to the Charter Review Committee. Section 14.03 of the Charter states: *Review of the Charter. A regular review of this Charter will begin no later than May 1, 2024, and at least every six (6) years thereafter.* Additionally, Section 14.02 of the Charter speaks to the the make up of the Charter Committee: *The City Council may appoint a Charter Review Commission, composed of nine (9) registered voters of the City of Justin, Texas, which shall not include any past or present member of the City Council.* Staff recommends establishing this Committee in January/February as any suggested changes and language will need to be approved and sent to Denton County no later than August 2024 in the event there is a desire to have any proposed changes on the ballot for a November 2024 election. The Charter Committee will need to assess any proposed changes and the timing of the election in their recommendation to Council, as the depth or amount of proposed changes may necessitate a May 2025 election, or splitting the changes between two separate elections.

City Attorney Review: No

Attachments:

1. Charter Review Committee

Charter Review Committee (as of 11/29/2023)

1. Ashton West (CH)
2. Sharon Leffler (CH)
Email: sharnL6@gmail.com
Phone: 309-368-1036
3. David Beck (
4. Daniel Guiley (JC)
Email: danielpguiley@gmail.com
Phone: 432-853-0666
5. Ryan Stevan (JC)
6. Kelly Russel (JC)
7. Cameron Rogers (DJ)
Phone: 817-939-2942
8. Bailey Acosta (DJ)
9. Erika Emerson (DJ)
Email: erikaemerson13@gmail.com
10. Mark Allen (JM)
Phone: 214-802-6608
11. Latoya Bolling Mallette (JM)



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 21. (POSSIBLE ACTION ITEMS)

Title: Consider Resolution 632-23 adopting and amending the City of Justin fee schedule to add connection fees.

Department: Development

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Consider based upon the request.

Background:

The staff discovered that the City of Justin does not impose a connection fee. As a result, Staff has examined the fees of other neighboring cities. Upon review, it was observed that most cities in the vicinity have implemented a connection fee.

The connection fee serves the purpose of recovering the resources expended by employees and equipment utilized to establish the service connection. The City is proposing a \$15 connection fee, which is a one-time fee on new customers and is the lowest fee that Staff found from other cities. This fee will not have any impact on existing residents.

City	Service Fee
City of Krum	\$30
City of Ponder	\$40
City of Sanger	\$30
City of Fort Worth	\$15
City of Corinth	\$28
City of Denton	\$26
City of Frisco	\$25

City of Carrollton	\$15
City of Argyle	\$25
City of Roanoke	\$25
City of Justin	\$0
City of Northlake	\$0

City Attorney Review: No

Attachments:

1. Proposed Master Fee Schedule Resolution
2. Proposed Master Fee Schedule - Blackline
3. Proposed Master Fee Schedule - Redline

RESOLUTION NO. 632-23

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 14th day of December 2023.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

City Attorney

**EXHIBIT “A”
MASTER FEE SCHEDULE**

I. ADMINISTRATIVE SERVICES

Insufficient Funds	\$25.00/check
Police Department Accident Report (Uncertified)	\$6.00
Police Department Accident Report (Certified)	\$8.00
Copies (B&W)	\$0.10/page
Copies (Color)	\$0.20/page
Notary Signature	\$3.00/signature
Credit Card Convenience Fee	3% of Transaction
Open Records Request	
Personnel Labor Cost	\$15.00/hour
Cost per Page (8.5”x11”)	\$0.10/page
Cost per Page (Oversized)	\$0.50/page
Shipping	Actual Cost
Personnel Overhead	20% of Total Cost

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

II. LIBRARY

Library Fees

Late Return Fees	Books - \$0.25/day Media - \$1.00/day
Lost/Damage Item Fee	Total cost of item + \$3.00 processing fee
Replacement Library Card	\$1.00
Printing Fee	Black & White - \$0.10/page with ink Color - \$0.25/page with ink

III. BUILDING & PERMITTING

New Construction

New Single Family Residential	
Building Permit	\$1.00 per square-foot
Plan Review	N/C
Fire Code Review (If Applicable)	20% of Building Permit
New Multi-Family Residential	
Building Permit	\$1.00 per square-foot
Plan Review	Based on commercial fee valuation chart
Fire Code Review (If Applicable)	20% of Building Permit
New Commercial	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
* <i>ICC Valuation Table</i> to be utilized and determine valuation of construction	
https://www.iccsafe.org/wp-content/uploads/1676567050_BVD-BSJ-FEB23_SJH.pdf	

Other New Construction Fees

Final Certificate of Occupancy	\$150
Energy Code (Recheck)	\$300
Driveway with Curb Cut	\$100
Driveway with Culvert	\$200
Sign Permit	\$50
Wastewater Plumbing Permit	\$100
Customer Service Inspection	\$100
Irrigation	\$100
New Fence	\$100
Replacement Fence	\$25
Accessory Building	\$1.00 per square-foot
Residential Swimming Pool	\$400
Re-Inspection Fees	
Re-Inspection after first red-tag	\$50.00
Re-Inspection after second red-tag	\$100.00
Re-Inspection after third red-tag	\$150.00
All re-inspections after fourth red-tag	\$300.00

Work Without Permit

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

Alterations, Remodels, and Additions

Residential Remodels	
Building Permit	\$0.50 per square foot
Plan Review (Not Required)	N/C
Minimum Fee	\$100
Residential Additions	
Building Permit	\$0.50 per square foot
Plan Review	N/C
Fire Code Review (If Applicable)	20% of Building Permit
Commercial Remodels	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of building permit
Fire Code Review (If Applicable)	20% of building permit
* <i>ICC Valuation Table to be utilized and determine valuation of construction</i>	
https://www.iccsafe.org/wp-content/uploads/1676567050_BVD-BSJ-FEB23_SJH.pdf	
Commercial Additions	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
* <i>ICC Valuation Table to be utilized and determine valuation of construction</i>	
https://www.iccsafe.org/wp-content/uploads/1676567050_BVD-BSJ-FEB23_SJH.pdf	

Commercial Fee Valuation Chart

Commercial Valuation	Permit Fee	Totals
\$1 to \$500	\$28.20	Min. \$100.00
\$501 to \$2,000	\$28.20 for the first \$500, plus \$3.66 for each additional \$100 or fraction thereof	Min. \$100.00
\$2,001 to \$25,000	\$83.10 for the first \$2,000, plus \$16.80 for each additional \$1,000 or fraction thereof	Min. \$100.00 to \$469.50
\$25,001 to \$50,000	\$469.50 for the first \$25,000, plus \$12.12 for each additional \$1,000 or fraction thereof	\$469.50 to \$772.50
\$50,001 to \$100,000	\$772.50 for the first \$50,000, plus \$8.40 for each additional \$1,000 or fraction thereof	\$772.50 to 1,192.50
\$100,001 to \$500,000	\$1,192.50 for the first \$100,000, plus \$6.72 for each additional \$1,000 or fraction thereof	\$1,192.50 to \$3,880.50
\$500,001 to \$1,000,000	\$3,880.50 for the first \$500,000, plus \$5.70 for each additional \$1,000 or fraction thereof	\$3,880.50 to \$6,730.50
\$1,000,001 and up	\$6,730.50 for the first \$500,000, plus \$4.38 for each additional \$1,000 or fraction thereof	\$6,730.50 and up
Plan Review Fee	a non-refundable plan review fee equal to 65% of permit fee	Plan review fee is due at time of building permit plan submittal

Licenses, Registrations, and Trades

Registration for Un-Licensed Contractors	\$50
Registration for State Licensed Contractors	N/C
Electrical, Gas, Mechanical, Plumbing Permit	\$100

Rental Certificate of Occupancy Fees

Rental Certificate of Occupancy Application (includes two inspections)	\$100.00 annually
Additional Inspections	\$100.00/inspection

Appeal (refundable upon decision overturn by Council)	\$200.00
---	----------

Other Charges

Additional Plan Review	\$100/review
Inspections Not Specifically Indicated	\$100
Demolition Permit (if not associated with any other permit)	\$100

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

IV. BUSINESS RELATED

Alcohol Sales with Off-Premise Consumption	50% of state fee
Vendor's License	\$30 + \$20 Vest Deposit
Itinerant Business	\$25.00
Sexually Oriented Business	\$1,000.00 annually
Oil and Gas Pipeline	\$14,500.00
Mobile Home Park	
Construction/Placement Permit	\$100.00
Park License	\$100.00 \$10.00/space annually
Alarm System	
Business	\$25.00
Residence	\$15.00
Truck Route Usage	
Single Trip	\$5.00
Period (Not to exceed 30 days)	\$10.00

(Ord. No. 549, § 1, 1-28-13)

V. FOOD ESTABLISHMENT

Regular Permit for Food Service Establishment	\$200.00 annually
Retail Open Market Permit	\$150.00 annually
Retail Food Store (Grocery) Permit	\$200.00 annually
Mobile Food Permit (Open Food)	\$200.00 annually
Mobile Food Permit (Packaged Food)	\$150.00 annually
Mobile Food Permit (Seasonal - 6 months or less)	\$100.00/season
Temporary Permits	\$75.00/space
Change of Ownership Inspection	\$75.00
Re-Inspection	\$125.00
Complaint Investigative Fee	\$125

(Ord. No. 462-08, §§ 1, 2, 12-8-08)

VI. INSPECTION

Fire Prevention Permit Fees

Multi-family	
Apartment Complex Annual Fire Inspection	\$50.00/building
Multi-Family Unit Inspection	\$50.00/building + \$75.00/unit
Re-inspection Fee for Apartment Complex	150% of Original Fee
Annual Inspection	
Assembly Group A	\$0.015/ft ² \$50.00 minimum \$300.00 maximum
Business Group B	\$0.017/ft ² \$50.00 minimum \$300.00 maximum
Educational Group E	\$0.01/ft ² \$50.00 minimum \$250.00 maximum
Factory Industrial Group F	\$0.02/ft ² \$50.00 minimum \$400.00 maximum
High Hazard Group H	\$0.025/ft ² \$50.00 minimum \$500.00 maximum
Institutional Group I	\$0.01/ft ² \$50.00 minimum \$175.00 maximum
Residential Groups R1/R4	\$0.015/ft ² \$50.00 minimum \$300.00 maximum
Storage Group S	\$0.012/ft ² \$50.00 minimum \$300.00 maximum
Miscellaneous	
Tents and Air-supported Structures	\$50.00/structure
Fire Hydrant Flow Test	\$150.00
Explosives/Blasting Agents	\$200.00
Fireworks	\$100.00
Fumigation/Thermal Insect Fog	\$50.00
Places of Assembly	\$50.00
Access Control	\$50.00

Miscellaneous	\$50.00
Flammable/Combustible Liquids/Tanks	\$50.00
Liquefied Petroleum Gases	\$25.00
Christmas Tree Lots	\$50.00
New Installation/Acceptance Test	
Fire Sprinkler System	\$125.00/riser + \$0.012/ft ²
Fire Sprinkler Remodel (First 40 Heads)	\$50.00
Fire Sprinkler Remodel (41+ Heads up to 50% of System)	\$100.00
Fire Sprinkler Remodel (More than 50% of System)	\$125.00 + \$0.012/ft ²
Automatic Extinguishing System	\$75.00/system
Fire Alarm System	\$100.00/system + \$2.00/device
Fire Alarm Remodel/Alteration (First 10 Devices)	\$50.00
Fire Alarm Remodel/Alteration (11+ Devices up to 50% of System)	\$100.00
Fire Alarm Remodel/Alteration (Over 50% of System)	\$100.00/system + \$2.00/device
Standpipe System	\$100.00/system
Re-Inspection	
1 st Re-Inspection	50% of Original Fee
Subsequent Re-Inspections	150% of Original Fee

(Ord. No. 461-08, § 1, 12-8-08)

Pool Permit Fees

Commercial or Public Pool Permit or Inspection	\$150/Inspection
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Construction Inspection Fees

<p>A fee of six percent (6%) of the costs of street, drainage, water, and sewerage improvements as approved by the City Engineer shall be paid to the City by the subdivider prior to formal authorization to proceed with construction.</p>
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Code Enforcement

Code Enforcement Admin Fee	\$70
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VII. NOISE

Application	\$25.00
Short-term Sound Permit	\$75.00

Outdoor Event Sound Permit	\$150.00
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Venue Sound Permit	\$300.00
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(Ord. No. 557, § 1, 9-9-13)

VIII. PLANNING, ZONING, AND DEVELOPMENT (INCLUDING CONSULTANT FEES)

Development Request	City Application Fee	Minimum Planning Review Fee	Minimum Engineering Review Fee	Total Minimum Fees
Annexation Application	\$500	N/A	N/A	\$500
Developers Agreement Application	\$500	\$250	\$250	\$1,000
Specific Use Permit (*Note: does not include SUP for gas well drilling; see Ord. No. 496-10)	*\$400	*\$435	*\$250	*\$1,085
Amendment to existing application (SUP, Site Plan, Zoning, or Plat)	\$400	NA	NA	*\$400
Site Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)
Civil Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)
Replat Fee	\$150	\$435	\$300	\$885
Zoning Change	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$250	\$750 (Varies with size)

Planned Development	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$500	\$1,000 (Varies with size)
Civil Plans Additional Review	\$300 + \$5 per residential lot or \$5 per commercial acre	N/A	N/A	\$300 (Varies with size)
Minor Subdivision Additional Review	\$50	\$150 + \$20 per acre	\$150 + \$50 per acre	\$350 + (Varies with size)
Minor Subdivision Final Plat	\$350	\$435+ \$20/acre	\$500 + \$100/acre	\$1,285 + (Varies with size)
Preliminary Plat	\$300 + \$20 per residential lot or \$20 per acre if commercial	\$725 + either \$20/res. lot or \$20/ com. acre	\$900 + either \$100 per residential lot or \$250 per commercial acre	\$1,925 + (Varies with size)
Major Subdivision Additional Review	\$150 + \$20 per residential lot or \$20 per acre if commercial	\$350 + \$20 per residential lot or \$20 per acre if commercial	\$450 + either \$50 per residential lot or \$125 per commercial acre	\$950 + (Varies with size)
Major Subdivision Final Plat	\$450 + \$20 per residential lot or \$20 per acre if commercial	\$725 + \$20 per residential lot or \$20 per acre if commercial	\$900 + either \$25 per residential lot or \$50 per commercial acre	\$2,025 + (Varies with size)
Multi-Family Preliminary Plat & Supporting Plans	\$300 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$300 per acre	\$1,950 + (Varies with size)
Multi-Family Additional Review	\$150 + \$50 per acre	\$350 + \$50 per acre	\$450 + \$150 per acre	\$950 + (Varies with size)
Multi-Family Final Plat	\$400 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$150 per acre	\$2,050 + (Varies with size)
Plat Vacating	\$400	\$300	\$300	\$1,000
Board of Adjustment	\$250	\$500	N/A	\$750

(Commercial, MF, Non-Owner-Occupied)				
Board of Adjustment (Residence)	\$150	\$150	N/A	\$300
Flood Plain Development Permit Exemption Certificate	\$50	-	\$200	\$250
Flood Plain Development Permit (w/o FEMA FIRM amendment)	\$75	-	\$450	\$525
Flood Plain Development Permit (w/FEMA FIRM amendment)	\$150	-	\$900	\$1,050
Pre-Application conference with city engineer and/or planner	\$500	\$0	\$0	\$500

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

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

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

(Ord. No. 558, § 1, 9-9-13)

X. UTILITY RELATED

Water

Deposit	
¾" (65 and older)	\$50.00
¾"	\$150.00
1"	\$200.00
1 ½"	\$250.00
2"	\$450.00
Bulk Water Meter Deposit	\$2,000.00
Meter Cost*	
RG3 Meters:	
¾"	\$179.98
1"	\$279.96
1 ½" Turbine	\$601.09
2" Turbine	\$765.63
4"+	Owner must purchase
AMR Meters:	
¾"	\$528.20
1"	\$586.10
1 ½"	\$942.20
2"	\$1,185.60
3"+	Owner must purchase
<i>*Billed based on which meter is used. RG3 meters will be phased out and replaced with AMR meters beginning in 2022.</i>	
Meter Set Fee	\$100
Tap Fees	
Residential	\$1,500 + Estimated Street Repair
Commercial	\$1,500 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00
8"	\$380,920.00
10"	\$603,139.00
Consumption Rates	

¾"	\$28.62/first 1,000 gallons + \$0.00606/additional gallon
1"	\$47.69/first 1,000 gallons + \$0.00606/additional gallon
1 ½"	\$95.40/first 1,000 gallons + \$0.00606/additional gallon
2"	\$152.63/first 1,000 gallons + \$0.00606/additional gallon
Sprinkler Meter	Reference above depending on meter size; first 49 gallons are no charge
Bulk Consumption Rates	
0-10,000 gallons	\$135.00 flat fee
10,001-25,000 gallons	Flat fee + \$0.005/additional gallon
25,001-40,000 gallons	Flat fee + \$0.00525/additional gallon
40,001+ gallons	Flat fee + \$0.0055/additional gallon
Water Main Extensions	
Extension	Actual Cost
Fire Hydrant	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Reconnection Fee	\$35 during business hours; \$75 after hours
Meter Tampering Fee	\$100
Service Fee (New Customers)	\$15

Sewer

Tap Fees	
Residential	\$2,000 + Estimated Street Repair
Commercial	\$2,000 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00

8"	\$380,920.00
10"	\$603,139.00
Consumption Rates	
0-2000 gallons	\$22.67 flat fee
2,001-6,000 gallons	\$22.67+ \$0.00641/additional gallon
6,001+ gallons	No Charge
Sewer Main Extension	
Extension	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Reconnection Fee	\$35 during business hours; \$75 after hours

Sanitation Services

Residential Rates	
Residential	\$12.69

Commercial Rates							
Lifts Per Week							
Container Size	1	2	3	4	5	6	Extra Lifts
95 Gal	\$28.81	\$42.16					\$46.82
2 CY	\$71.28	\$126.02	\$179.45	\$251.00			\$107.44
3 CY	\$96.48	\$169.88	\$246.82	\$340.63			\$132.71
4 CY	\$120.14	\$218.07	\$338.71	\$447.67			\$157.99
6 CY	\$128.10	\$229.59	\$345.45	\$510.51	\$618.58	\$751.71	\$183.27
8 CY	\$145.19	\$247.13	\$391.79	\$564.18	\$680.83	\$825.42	\$208.55
Front Load Recycle Rates							
6 CY	\$105.20	\$179.47	\$253.71				\$32.32
8 CY	\$111.39	\$191.85	\$266.11				\$32.32
Other Commercial Front Load Fees							
Container w/casters	\$5.69 per lift		Deliver/removal fee		\$44.24		
Container w/locks	\$1.77 per lift		Exchange fee		\$44.24		
Temporary Front Load Fees							
	Per Lift		Delivery		Daily Rent		
6 CY	\$145.94		\$64.20		\$1.20		
Roll Off Rate Schedule							
Container Size	Haul		Delivery		Daily Rent		
20 CY	\$602.50		\$150.61		\$1.26		
30 CY	\$648.26		\$150.61		\$1.26		
40 CY	\$721.15		\$150.61		\$1.26		
20 CY Sludge	\$714.62		\$150.61		\$1.26		

Franchise/Billing Fees – 10% for Residential and Commercial
All rates subject to sales tax

XI. MUNICIPAL FACILITIES

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

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

XII. ROADWAY RELATED

Roadway Impact Fees

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

No. 475, § 1, 8-10-09; Ord. No. 492, § 2, 7-12-10)

**EXHIBIT “A”
MASTER FEE SCHEDULE**

I. ADMINISTRATIVE SERVICES

Insufficient Funds	\$25.00/check
Police Department Accident Report (Uncertified)	\$6.00
Police Department Accident Report (Certified)	\$8.00
Copies (B&W)	\$0.10/page
Copies (Color)	\$0.20/page
Notary Signature	\$3.00/signature
Credit Card Convenience Fee	3% of Transaction
Open Records Request	
Personnel Labor Cost	\$15.00/hour
Cost per Page (8.5”x11”)	\$0.10/page
Cost per Page (Oversized)	\$0.50/page
Shipping	Actual Cost
Personnel Overhead	20% of Total Cost

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

II. LIBRARY

Library Fees

Late Return Fees	Books - \$0.25/day Media - \$1.00/day
Lost/Damage Item Fee	Total cost of item + \$3.00 processing fee
Replacement Library Card	\$1.00
Printing Fee	Black & White - \$0.10/page with ink Color - \$0.25/page with ink

III. BUILDING & PERMITTING

New Construction

New Single Family Residential	
Building Permit	\$1.00 per square-foot
Plan Review	N/C
Fire Code Review (If Applicable)	20% of Building Permit
New Multi-Family Residential	
Building Permit	\$1.00 per square-foot
Plan Review	Based on commercial fee valuation chart
Fire Code Review (If Applicable)	20% of Building Permit
New Commercial	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
* <i>ICC Valuation Table</i> to be utilized and determine valuation of construction	
https://www.iccsafe.org/wp-content/uploads/1676567050_BVD-BSJ-FEB23_SJH.pdf	

Other New Construction Fees

Final Certificate of Occupancy	\$150
Energy Code (Recheck)	\$300
Driveway with Curb Cut	\$100
Driveway with Culvert	\$200
Sign Permit	\$50
Wastewater Plumbing Permit	\$100
Customer Service Inspection	\$100
Irrigation	\$100
New Fence	\$100
Replacement Fence	\$25
Accessory Building	\$1.00 per square-foot
Residential Swimming Pool	\$400
Re-Inspection Fees	
Re-Inspection after first red-tag	\$50.00
Re-Inspection after second red-tag	\$100.00
Re-Inspection after third red-tag	\$150.00
All re-inspections after fourth red-tag	\$300.00

Work Without Permit

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

Alterations, Remodels, and Additions

Residential Remodels	
Building Permit	\$0.50 per square foot
Plan Review (Not Required)	N/C
Minimum Fee	\$100
Residential Additions	
Building Permit	\$0.50 per square foot
Plan Review	N/C
Fire Code Review (If Applicable)	20% of Building Permit
Commercial Remodels	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of building permit
Fire Code Review (If Applicable)	20% of building permit
<i>*ICC Valuation Table to be utilized and determine valuation of construction</i> https://www.iccsafe.org/wp-content/uploads/1676567050_BVD-BSJ-FEB23_SJH.pdf	
Commercial Additions	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
<i>*ICC Valuation Table to be utilized and determine valuation of construction</i> https://www.iccsafe.org/wp-content/uploads/1676567050_BVD-BSJ-FEB23_SJH.pdf	

Commercial Fee Valuation Chart

Commercial Valuation	Permit Fee	Totals
\$1 to \$500	\$28.20	Min. \$100.00
\$501 to \$2,000	\$28.20 for the first \$500, plus \$3.66 for each additional \$100 or fraction thereof	Min. \$100.00
\$2,001 to \$25,000	\$83.10 for the first \$2,000, plus \$16.80 for each additional \$1,000 or fraction thereof	Min. \$100.00 to \$469.50
\$25,001 to \$50,000	\$469.50 for the first \$25,000, plus \$12.12 for each additional \$1,000 or fraction thereof	\$469.50 to \$772.50
\$50,001 to \$100,000	\$772.50 for the first \$50,000, plus \$8.40 for each additional \$1,000 or fraction thereof	\$772.50 to 1,192.50
\$100,001 to \$500,000	\$1,192.50 for the first \$100,000, plus \$6.72 for each additional \$1,000 or fraction thereof	\$1,192.50 to \$3,880.50
\$500,001 to \$1,000,000	\$3,880.50 for the first \$500,000, plus \$5.70 for each additional \$1,000 or fraction thereof	\$3,880.50 to \$6,730.50
\$1,000,001 and up	\$6,730.50 for the first \$500,000, plus \$4.38 for each additional \$1,000 or fraction thereof	\$6,730.50 and up
Plan Review Fee	a non-refundable plan review fee equal to 65% of permit fee	Plan review fee is due at time of building permit plan submittal

Licenses, Registrations, and Trades

Registration for Un-Licensed Contractors	\$50
Registration for State Licensed Contractors	N/C
Electrical, Gas, Mechanical, Plumbing Permit	\$100

Rental Certificate of Occupancy Fees

Rental Certificate of Occupancy Application (includes two inspections)	\$100.00 annually
Additional Inspections	\$100.00/inspection

Appeal (refundable upon decision overturn by Council)	\$200.00
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Other Charges

Additional Plan Review	\$100/review
Inspections Not Specifically Indicated	\$100
Demolition Permit (if not associated with any other permit)	\$100

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

IV. BUSINESS RELATED

Alcohol Sales with Off-Premise Consumption	50% of state fee
Vendor's License	\$30 + \$20 Vest Deposit
Itinerant Business	\$25.00
Sexually Oriented Business	\$1,000.00 annually
Oil and Gas Pipeline	\$14,500.00
Mobile Home Park	
Construction/Placement Permit	\$100.00
Park License	\$100.00 \$10.00/space annually
Alarm System	
Business	\$25.00
Residence	\$15.00
Truck Route Usage	
Single Trip	\$5.00
Period (Not to exceed 30 days)	\$10.00

(Ord. No. 549, § 1, 1-28-13)

V. FOOD ESTABLISHMENT

Regular Permit for Food Service Establishment	\$200.00 annually
Retail Open Market Permit	\$150.00 annually
Retail Food Store (Grocery) Permit	\$200.00 annually
Mobile Food Permit (Open Food)	\$200.00 annually
Mobile Food Permit (Packaged Food)	\$150.00 annually
Mobile Food Permit (Seasonal - 6 months or less)	\$100.00/season
Temporary Permits	\$75.00/space
Change of Ownership Inspection	\$75.00
Re-Inspection	\$125.00
Complaint Investigative Fee	\$125

(Ord. No. 462-08, §§ 1, 2, 12-8-08)

VI. INSPECTION

Fire Prevention Permit Fees

Multi-family	
Apartment Complex Annual Fire Inspection	\$50.00/building
Multi-Family Unit Inspection	\$50.00/building + \$75.00/unit
Re-inspection Fee for Apartment Complex	150% of Original Fee
Annual Inspection	
Assembly Group A	\$0.015/ft ² \$50.00 minimum \$300.00 maximum
Business Group B	\$0.017/ft ² \$50.00 minimum \$300.00 maximum
Educational Group E	\$0.01/ft ² \$50.00 minimum \$250.00 maximum
Factory Industrial Group F	\$0.02/ft ² \$50.00 minimum \$400.00 maximum
High Hazard Group H	\$0.025/ft ² \$50.00 minimum \$500.00 maximum
Institutional Group I	\$0.01/ft ² \$50.00 minimum \$175.00 maximum
Residential Groups R1/R4	\$0.015/ft ² \$50.00 minimum \$300.00 maximum
Storage Group S	\$0.012/ft ² \$50.00 minimum \$300.00 maximum
Miscellaneous	
Tents and Air-supported Structures	\$50.00/structure
Fire Hydrant Flow Test	\$150.00
Explosives/Blasting Agents	\$200.00
Fireworks	\$100.00
Fumigation/Thermal Insect Fog	\$50.00
Places of Assembly	\$50.00
Access Control	\$50.00

Miscellaneous	\$50.00
Flammable/Combustible Liquids/Tanks	\$50.00
Liquefied Petroleum Gases	\$25.00
Christmas Tree Lots	\$50.00
New Installation/Acceptance Test	
Fire Sprinkler System	\$125.00/riser + \$0.012/ft ²
Fire Sprinkler Remodel (First 40 Heads)	\$50.00
Fire Sprinkler Remodel (41+ Heads up to 50% of System)	\$100.00
Fire Sprinkler Remodel (More than 50% of System)	\$125.00 + \$0.012/ft ²
Automatic Extinguishing System	\$75.00/system
Fire Alarm System	\$100.00/system + \$2.00/device
Fire Alarm Remodel/Alteration (First 10 Devices)	\$50.00
Fire Alarm Remodel/Alteration (11+ Devices up to 50% of System)	\$100.00
Fire Alarm Remodel/Alteration (Over 50% of System)	\$100.00/system + \$2.00/device
Standpipe System	\$100.00/system
Re-Inspection	
1 st Re-Inspection	50% of Original Fee
Subsequent Re-Inspections	150% of Original Fee

(Ord. No. 461-08, § 1, 12-8-08)

Pool Permit Fees

Commercial or Public Pool Permit or Inspection	\$150/Inspection
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Construction Inspection Fees

<p>A fee of six percent (6%) of the costs of street, drainage, water, and sewerage improvements as approved by the City Engineer shall be paid to the City by the subdivider prior to formal authorization to proceed with construction.</p>
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Code Enforcement

Code Enforcement Admin Fee	\$70
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VII. NOISE

Application	\$25.00
Short-term Sound Permit	\$75.00

Outdoor Event Sound Permit	\$150.00
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Venue Sound Permit	\$300.00
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(Ord. No. 557, § 1, 9-9-13)

VIII. PLANNING, ZONING, AND DEVELOPMENT (INCLUDING CONSULTANT FEES)

Development Request	City Application Fee	Minimum Planning Review Fee	Minimum Engineering Review Fee	Total Minimum Fees
Annexation Application	\$500	N/A	N/A	\$500
Developers Agreement Application	\$500	\$250	\$250	\$1,000
Specific Use Permit (*Note: does not include SUP for gas well drilling; see Ord. No. 496-10)	*\$400	*\$435	*\$250	*\$1,085
Amendment to existing application (SUP, Site Plan, Zoning, or Plat)	\$400	NA	NA	*\$400
Site Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)
Civil Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)
Replat Fee	\$150	\$435	\$300	\$885
Zoning Change	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$250	\$750 (Varies with size)

Planned Development	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$500	\$1,000 (Varies with size)
Civil Plans Additional Review	\$300 + \$5 per residential lot or \$5 per commercial acre	N/A	N/A	\$300 (Varies with size)
Minor Subdivision Additional Review	\$50	\$150 + \$20 per acre	\$150 + \$50 per acre	\$350 + (Varies with size)
Minor Subdivision Final Plat	\$350	\$435+ \$20/acre	\$500 + \$100/acre	\$1,285 + (Varies with size)
Preliminary Plat	\$300 + \$20 per residential lot or \$20 per acre if commercial	\$725 + either \$20/res. lot or \$20/ com. acre	\$900 + either \$100 per residential lot or \$250 per commercial acre	\$1,925 + (Varies with size)
Major Subdivision Additional Review	\$150 + \$20 per residential lot or \$20 per acre if commercial	\$350 + \$20 per residential lot or \$20 per acre if commercial	\$450 + either \$50 per residential lot or \$125 per commercial acre	\$950 + (Varies with size)
Major Subdivision Final Plat	\$450 + \$20 per residential lot or \$20 per acre if commercial	\$725 + \$20 per residential lot or \$20 per acre if commercial	\$900 + either \$25 per residential lot or \$50 per commercial acre	\$2,025 + (Varies with size)
Multi-Family Preliminary Plat & Supporting Plans	\$300 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$300 per acre	\$1,950 + (Varies with size)
Multi-Family Additional Review	\$150 + \$50 per acre	\$350 + \$50 per acre	\$450 + \$150 per acre	\$950 + (Varies with size)
Multi-Family Final Plat	\$400 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$150 per acre	\$2,050 + (Varies with size)
Plat Vacating	\$400	\$300	\$300	\$1,000
Board of Adjustment	\$250	\$500	N/A	\$750

(Commercial, MF, Non-Owner-Occupied)				
Board of Adjustment (Residence)	\$150	\$150	N/A	\$300
Flood Plain Development Permit Exemption Certificate	\$50	-	\$200	\$250
Flood Plain Development Permit (w/o FEMA FIRM amendment)	\$75	-	\$450	\$525
Flood Plain Development Permit (w/FEMA FIRM amendment)	\$150	-	\$900	\$1,050
Pre-Application conference with city engineer and/or planner	\$500	\$0	\$0	\$500

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

Fee in lieu of Parkland Dedication	\$2,500.00/dwelling unit
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801-1,000 Attendees	\$100.00
1,001-5,000 Attendees	\$200.00
5,000+ Attendees	\$300.00
Security Deposit (Resident)	\$200.00
Security Deposit (Non-Resident)	\$250.00

(Ord. No. 558, § 1, 9-9-13)

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Water

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1"	\$586.10
1 ½"	\$942.20
2"	\$1,185.60
3"+	Owner must purchase
<i>*Billed based on which meter is used. RG3 meters will be phased out and replaced with AMR meters beginning in 2022.</i>	
Meter Set Fee	\$100
Tap Fees	
Residential	\$1,500 + Estimated Street Repair
Commercial	\$1,500 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00
8"	\$380,920.00
10"	\$603,139.00
Consumption Rates	

¾"	\$28.62/first 1,000 gallons + \$0.00606/additional gallon
1"	\$47.69/first 1,000 gallons + \$0.00606/additional gallon
1 ½"	\$95.40/first 1,000 gallons + \$0.00606/additional gallon
2"	\$152.63/first 1,000 gallons + \$0.00606/additional gallon
Sprinkler Meter	Reference above depending on meter size; first 49 gallons are no charge
Bulk Consumption Rates	
0-10,000 gallons	\$135.00 flat fee
10,001-25,000 gallons	Flat fee + \$0.005/additional gallon
25,001-40,000 gallons	Flat fee + \$0.00525/additional gallon
40,001+ gallons	Flat fee + \$0.0055/additional gallon
Water Main Extensions	
Extension	Actual Cost
Fire Hydrant	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Reconnection Fee	\$35 during business hours; \$75 after hours
Meter Tampering Fee	\$100
Service Fee (New Customers)	\$15

Sewer

Tap Fees	
Residential	\$2,000 + Estimated Street Repair
Commercial	\$2,000 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00

8"	\$380,920.00
10"	\$603,139.00
Consumption Rates	
0-2000 gallons	\$22.67 flat fee
2,001-6,000 gallons	\$22.67+ \$0.00641/additional gallon
6,001+ gallons	No Charge
Sewer Main Extension	
Extension	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Reconnection Fee	\$35 during business hours; \$75 after hours

Sanitation Services

Residential Rates	
Residential	\$12.69

Commercial Rates							
Lifts Per Week							
Container Size	1	2	3	4	5	6	Extra Lifts
95 Gal	\$28.81	\$42.16					\$46.82
2 CY	\$71.28	\$126.02	\$179.45	\$251.00			\$107.44
3 CY	\$96.48	\$169.88	\$246.82	\$340.63			\$132.71
4 CY	\$120.14	\$218.07	\$338.71	\$447.67			\$157.99
6 CY	\$128.10	\$229.59	\$345.45	\$510.51	\$618.58	\$751.71	\$183.27
8 CY	\$145.19	\$247.13	\$391.79	\$564.18	\$680.83	\$825.42	\$208.55
Front Load Recycle Rates							
6 CY	\$105.20	\$179.47	\$253.71				\$32.32
8 CY	\$111.39	\$191.85	\$266.11				\$32.32
Other Commercial Front Load Fees							
Container w/casters	\$5.69 per lift		Deliver/removal fee		\$44.24		
Container w/locks	\$1.77 per lift		Exchange fee		\$44.24		
Temporary Front Load Fees							
	Per Lift		Delivery		Daily Rent		
6 CY	\$145.94		\$64.20		\$1.20		
Roll Off Rate Schedule							
Container Size	Haul		Delivery		Daily Rent		
20 CY	\$602.50		\$150.61		\$1.26		
30 CY	\$648.26		\$150.61		\$1.26		
40 CY	\$721.15		\$150.61		\$1.26		
20 CY Sludge	\$714.62		\$150.61		\$1.26		

Franchise/Billing Fees – 10% for Residential and Commercial
All rates subject to sales tax

XI. MUNICIPAL FACILITIES

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

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

XII. ROADWAY RELATED

Roadway Impact Fees

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

No. 475, § 1, 8-10-09; Ord. No. 492, § 2, 7-12-10)



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 22. (POSSIBLE ACTION ITEMS)

Title: Consider approval of Resolution 633-23 Authorizing the City Manager to enter into an agreement with FGMArchitects to provide professional architectural design services for the City of Justin Fire Station and authorize the City Manager to make funding changes not to exceed \$25,000.00 on this agreement.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Staff recommends approval

Background:

In 2022, FGMArchitects was hired to complete a study of the Justin Community volunteer Fire Department for the City that was presented at the January 10, 2023 City Council Meeting. Mr. Charlie Kearns with FGMArchitects has extensive history and knowledge of the City of Justin and the JCVFD needs. FGMArchitects has experience in designing fire stations not only in North Texas but throughout the country. Over the last 10 years, FGMArchitects has been involved with hundreds of fire station studies and planning efforts with over 100 completed projects. Mr. Kearns has personally been involved with over a dozen stations in North Texas. This agreement will include but is not limited to the following items:

- Programming/Community Presentations
- Building exterior design.
- Site grading design.
- Landscape design.
- Civil engineering design.
- Construction cost estimate and preliminary total project budget based on the concept design.

This agreement with FGMArchitects includes the design of a Fire Station with an approximate 4-bay drive through apparatus bays and fire administration with a training/EOC room. Total cost for the design services listed in the proposal will be 10.5% of the budget for the cost of work, which will be established after the schematic design phase has been completed and approved by City Council in the late spring/early summer timeframe.

City Attorney Review: Yes

Attachments:

1. FGMA Proposal Letter_Justin Fire Station 2_2023-12-04

PROFESSIONAL SERVICES:

FGMA and its team of consultants will provide professional services for the design and construction of the facility to include the following scope:

- Architectural design.
- Interior design, including all interior finishes and lighting.
- Building signage and interior room signage as required by code.
- Structural engineering, including structural design criteria, foundation and structural steel framing design.
- Mechanical, electrical, and plumbing engineering, including mechanical HVAC and temperature controls, electrical power and lighting, plumbing domestic water, sanitary sewer, and natural gas. Fire sprinkler and fire alarm systems will be a performance specification.
- Technology design services
 - Structured cabling, network drop locations and pathways for voice, data, cable TV and audio-visual systems. Services do not include design and specification of computer or telephone equipment and networking electronics (i.e., switches, routers, wireless access points, hubs, etc.).
 - Audio visual equipment selection and specification.
 - Access control and video surveillance systems design.
- Kitchen equipment selection (Architect will provide a generic equipment plan as a Basic Service for locating electrical and utility connections).
 - Architect will specify and coordinate equipment recommendations for refrigerators, ranges, dishwashers, ice makers, microwaves and a commercial range and hood if required.
- Basic Furniture Plan and Coordination (Architect will provide a generic furniture plan as a Basic Service for locating electrical and data connections).
- Civil engineering, including grading and drainage, paving, water supply, sanitary sewer, dimension control, and erosion control.
- Site, landscape and irrigation design to follow local ordinances and requirements.

DESIGN TEAM:

Design team members and roles are listed below:

FGM Architects	Architect
JQ Engineering	Civil Engineer
JQ Engineering	Structural Engineer
Salas O'Brien	Mechanical/Electrical/Plumbing/Technology Engineer

SCOPE OF PROFESSIONAL SERVICES:

Programming Phase

The FGMA team will meet with the City of Justin and all applicable stakeholders to gather the needs and requirements of the spaces and spatial relationships of such spaces in the Fire Station building. This process will require in-person meetings, virtual meetings, review and feedback from the City and all team members as appropriate. The final deliverable for this phase will be a listing of required spaces

and functions necessary for the facility to function as required by the Fire Department.

Schematic Design

An initial floor plan depicting the required spaces and adjacencies as defined in the previous Programming phase will be generated for review and comment by the City. Building systems such as MEP and structural will start to take shape in narrative form. Also at this phase, discussions will begin on the exterior and interior design of the facility as the look and feel of the station begins to emerge. A conceptual exterior rendering of the facility will be generated to define proposed materials and massing of the building. These deliverables will be used for presentations to keep the community informed as to the progress of the project. It is in this phase that the FGMA team will begin working with the CMAC as they start generating the initial cost estimate. This phase will require in-person meetings, virtual meetings, review and feedback from the City and all team members as appropriate. After approval by the City, the deliverables from this Phase will allow the team to move forward into the Design Development phase.

Design Development

Upon receiving authorization from the City, the FGMA team will initiate the Design Development Phase. The intent of this phase is to refine and further define all design elements of the project. Coordination of building systems will be addressed, and final system and equipment selections will be made. We will finalize and submit a Design Development package for the City's review and approval including the following documents:

- Drawings
- Supporting design information and/or narratives
- Project Manual including Draft Specifications

The City should receive an updated cost estimate from the CMAC at this phase as well.

Construction Documents Phase

Based on approved Design Development documents and any adjustments authorized by the City in the scope, quality, or project budget, the FGMA team will initiate the Construction Documents Phase. The Construction Documents serve to communicate to the City and its CMAC and subcontractors the work required to build the new facility, including: specified materials and equipment, relationships of materials and systems, and quality level. The CMAC will continue to update the cost estimate as the drawings progress to 100%.

At the 95%-complete stage of this phase, we will submit Construction Documents for the City's review and approval. Deliverables will include:

- Drawings
- Supporting design information and/or narratives
- Technical Specifications

Based on comments received from the City's on the 95%-complete submittal, the FGMA team will finalize the documents and submit 100%-complete Construction Documents for the City's final review and CMAC bidding process. Deliverables will include:

- Drawings

- Technical Specifications

Bidding/Award and Permitting Phase

Upon receiving authorization from the City, the FGMA team will assist the CMAC in their subcontractor bidding process. Tasks and activities during this Phase will include:

- Attend a Pre-Bid Meeting.
- Respond to requests for information from bidding contractors.

Construction Administration Phase

In the Construction Administration Phase, the FGMA team will endeavor to ensure that the project is completed expeditiously and in the manner intended. Tasks and activities during this Phase will include:

- Provide administration of the construction contract including advising and consulting with the City and the CMAC, acting as City's advocate; forwarding City's instructions to the contractor; review of shop drawings, samples, and other submissions of the trade contractors; interpreting the documents for the trade contractors; issuing certifications of payment and certificates of
- Attend Pre-Construction Meetings as required.
- Provide periodic on-site observation throughout the construction phase. On-site visits shall not be exhaustive or continuous, but appropriate to the stage of construction.
- Prepare and coordinate punch lists of items requiring remedial work or replacement. Provide a final walk-through review following Contractor's completion of the punch list items.
- Review and approve Contractor's final payment applications, after ensuring that close-out procedures are complete.
- Coordinate the delivery of required written warranties, operation and maintenance manuals, and other related documents from the CMAC to the City.
- Prepare record documents based on contractor-supplied as-built drawings.

Additional Services Assumptions:

- Construction Administration services provided beyond sixty (60) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive Additional Services compensated on an hourly basis at the rates listed below or as negotiated with the Owner in advance of these services beginning.
- Furniture selection and procurement Services will be an additional service.

Exclusions from Architect's Services

The need for the below services is not anticipated at this time, however, the Architect could provide them as Additional Services, when authorized by the Owner to complete the project.

- Off-site street ROW alterations and improvements
- Additional geotechnical investigation for building foundation design recommendations and paving design recommendations as coordinated with the structural and civil engineer.
- Incorporating the Contractor's field changes into the contract documents. Contractor will deliver digital scans of mark-ups reflecting field changes.
- Environmental or hazardous materials issues
- Leadership in Energy and Environmental Design (LEED) certification
- Preparation of systems life cycle cost analysis (LCA)
- Acoustical consulting beyond base design recommendations for meeting rooms, sleeping

FGMA ARCHITECTS

- areas, etc.
- Food service consulting
- Professional models, renderings and virtual reality animation produced out-of-house

COMPENSATION:

For the Professional Design Services described above in connection with Fire Station #2, the Owner shall compensate FGMA a fee of ten and one half (10.5) % of the budget for the Cost of the Work. The cost of the work shall be established after the schematic design phase has been completed and approved by the City.

Our fee will be invoiced monthly, based on the percentage of completion of work. FGMA shall be reimbursed for the actual expense amount in connection with the Project for travel and accommodations, reproductions and/or printing costs for City review and/or final hard copy deliverables; expedited mailing or delivery costs in association with submissions to the City; and permitting fees including local jurisdictions and Texas Department of Licensing and Regulations (TDLR) for plan review and inspection fees. These reimbursable expenses listed are a not to exceed amount and will be invoiced at cost plus a 10% processing fee.

Travel	\$5,500
Printing and Renderings	\$11,700
Texas Department of Licensing & Regulation (TDLR) Submission	\$8,000
Total Reimbursables not to exceed:	\$25,200

For any Additional Services, authorized by contract amendment by the City, beyond the scope of this Proposal including: major revisions to previously approved design documents or services not customarily furnished in accordance with generally accepted architectural and engineering practice, FGMA and its consultant shall be compensated on the basis of the Hourly Rates as indicated in Attachment B for the professional and technical employees engaged on the Project.

If this proposal is acceptable, please sign in the space provided below and return one copy to FGMA, or otherwise notify FGMA of its acceptance. Upon acceptance, we will prepare a Standard Form of Agreement Between Owner and Architect, AIA Document B133 for the City's final approval. A sample copy of this agreement is attached for your review - see Attachment A.

Please do not hesitate to give us a call if you have any questions or need additional information. Thank you very much for considering our proposal and we look forward to working with the City of Justin on this important project.

With warmest regards,



Charlie Kearns | Principal

FGMARCHITECTS

charliekearns@fgmarchitects.com

cc: Jaime Palomo, FGMA, Managing Director

Enclosure(s): Attachment A –Standard Form of Agreement Between Owner and Architect, AIA B133
Attachment B - FGM Architects Schedule of Hourly Rates

ACCEPTED BY:

Signature

Name

Title

Date



City Council Coversheet
December 14, 2023
415 N. COLLEGE AVE.

Agenda Item: 23. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action approving Resolution 634-23 awarding a contract to CTJ Maintenance, INC. in the amount of \$56,100 for Municipal Janitorial Services.

Department: Administration

Contact: Brittany Andrews, City Secretary

Recommendation:

Approve Resolution 634-23 awarding a contract to CTJ Maintenance, INC. in the amount of \$56,100.

Background:

The City currently has a contract with Maja Commercial Janitorial Services. Maja Commercial Janitorial Services and CTJ Maintenance, INC. both submitted proposals for the annual contractual services. CTJ Maint. Bid \$56,100 and Maja Bid \$57,041.60.

After contacting references and reviewing each proposal, staff's recommendation is to award the contract to CTJ Maintenance, INC.

City Attorney Review: Yes

Attachments:

1. Resolution 634.23 janitorial contract award
2. Janitorial bid advertisement. 10.23
3. CTJ Maintenance, INC Proposal 2023

RESOLUTION NO. 634-23

**A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL
AWARDING A CONTRACT FOR JANITORIAL SERVICES TO CTJ
MAINTENANCE, INC. IN THE AMOUNT OF \$56,100; AUTHORIZING
THE CITY MANAGER TO EXECUTE ANY NECESSARY CONTRACT
DOCUMENTATION.**

WHEREAS, the City of Justin (the “City”), Texas is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, the City is in need of janitorial services to maintain the cleanliness and hygiene within its premises;

WHEREAS, the City has publicly advertised and requested competitive bids for contract janitorial services in November 2023; and,

WHEREAS, after review of the bids received, the City Council has determined that it is in the best interest of the City of Justin and its employees to adopt this Resolution; and,

WHEREAS, the City Council has approved funding in the Adopted 23/24 Budget;

WHEREAS, the City Manager is further authorized to execute a Contract between the City of Justin and CTJ Maintenance, INC. in the amount of \$56,100 and any necessary amendments not to exceed \$2500.

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 hereby approves the award of the janitorial services contract to CTJ Maintenance, INC. in accordance with their proposal date of January 1, 2024.

SECTION 3. That the City Council of the City of Justin, Texas authorizes the City Manager to execute any necessary documents.

SECTION 4. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin, Texas, on the 14th day of December, 2023.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

CITY OF JUSTIN

ADVERTISEMENT FOR BIDS

Bids Due: **Friday, December 1, 2023 at 2:00 PM**

Project Name: **Janitorial Services**

Bid Reference No.: 23-0016

Project Location: City of Justin, Texas

The City of Justin, Texas, will receive sealed bids on the named project for the janitorial services of the City's following locations; City Hall, and Justin Police Department located at 415 N. College Ave. Justin, TX 76247, Justin Community Library located at 408 Pafford Ave. Justin, TX 76247, and Justin Public Works administration building located at 217 E. 4th St. Justin, TX 76247. This includes areas within each of these facilities.

Bids for a Contract shall be submitted on the bid forms provided, properly signed by an officer of the company, and dated.

Bids will be received until **2:00 PM, Friday, December 1, 2023**, by the City of Justin, City Hall, 415 N. College Avenue, Justin, Texas 76247. Bids received after this time will not be accepted. Bids will be opened and read at **2:05 PM** on the same day in the City Hall Conference Room or Council Chambers.

A PDF of the Bid Documents may be obtained **free of charge** on www.cityofjustin.com under the following project name **Janitorial Services RFP**. Bid Documents may be examined at City Hall, 415 N. College Avenue, Justin, Texas 76247. Addenda are free of charge and will be distributed to those who obtain Bid Documents and provide contact information to City of Justin. For more information, you may contact City Manager, Jarrod Greenwood 940-648-2541.

The City reserves the right to reject any or all bids and waive any or all informalities. No bid may be withdrawn until the expiration of ninety days from the date the bids are opened.

(Affidavit Required)

CITY OF JUSTIN

By:
Jarrod Greenwood
City Manager

(Published:) Friday, November 10, 2023

Friday, November 17, 2023



JUSTIN
— 1887 —

BID # 23-0016

CITY OF JUSTIN – JANITORIAL SERVICES

PROPOSAL BY:



6565 N. MACARTHUR BLVD. #225, IRVING, TX 75039

PH:214-624-5233 FX:214-624-5101

EMAIL: lorena.noguera@ctjmaintenance.com

LORENA NOGUERA-RIVELLO

NOVEMBER 28, 2023

CITY OF JUSTIN
City Secretary's Office
ATTN: Brittany Andrews
415 N. College Ave.
Justin, Texas 76247

RE: BID 23-0016 Janitorial Services

CTJ Maintenance appreciates the opportunity to submit a bid for BID 23-0016 for Janitorial Services!

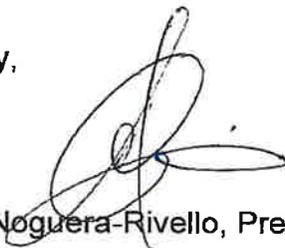
CTJ Maintenance was incorporated on March 15, 1996 and is a full service janitorial and facilities maintenance organization locally owned and operated. Our areas of expertise include Janitorial and Custodial Services, Flooring Cleaning and Maintenance, Window Washing, Pressure Washing, Disinfection Services, and Maintenance Technician support.

CTJ is dedicated to improve our customer focus, invest in technology and our people, and to deliver exceptional quality in all that we do. Our portfolio of highly satisfied clients includes Tarrant County, Denton County, the City of Keller, the NCTCOG, and DART to name a few. While we have several new customers, our broader customer base includes contracts and tenure that span 15 or more continuous years of service in the municipal space, demonstrating our focus on quality, reliability, stability, and efficiency.

CTJ Maintenance differentiates itself from the competition by using innovative tools and methods to improve safety, quality, and efficiency. This is driven by 1) An all-local leadership team which is visible in the field with our customers partnering for mutual success, and 2) Our greatest asset – a stable workforce largely located in Denton County with a high level of overall satisfaction as evidenced through a low turnover rate and a growing list of referrals.

Again, we appreciate the opportunity to submit this bid and look forward to continuing our partnership with the City of Justin into the future!

Sincerely,



Lorena Noguera-Rivello, President

PROPRIETARY & CONFIDENTIAL

TABLE OF CONTENTS

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COMPANY PROFILE

CTJ Maintenance, Inc. is a Texas Corporation based in the DFW Metroplex and was incorporated in March, 1996. In our more than 25 years of experience we have served Tarrant County, Denton County, the City of Fort Worth, the City of Carrollton, the City of Denton, the North Central Texas Council of Governments (NCTCOG) and many others. We currently clean and maintain over 5 Million Square Feet of government space daily in the greater DFW Metroplex and Waco, TX areas alone. Our highly trained staff and leadership have repeatedly demonstrated our ability to serve local and county governmental facilities of all types:

- Courthouses
- Precinct Centers/Town Halls
- Municipal Service Areas/Waste and Recycling/Water Treatment
- WIC/Health Departments/Medical Examiners
- Senior Centers
- Parks/Outdoor Recreation Areas
- Recreation Facilities
- Law Enforcement/Public Safety Buildings
- 911 Call Centers
- Probation Centers
- Libraries
- Universities/Schools

We are a locally headquartered Texas Corporation who prides itself on having 100% of our leadership living in the municipalities we serve. Our organization is broad enough to ensure coverage is never missed yet intimate enough that our leadership is always in the field working hand-in-hand with our customers. We have not had any litigation, judgments, claims, arbitration proceedings, suits, bankruptcy, or reorganizations.

We genuinely appreciate the opportunity to submit this RFP!

COMPANY PROFILE, CNTD

CTJ is a certified Minority Owned Business and family owned janitorial and disinfection services business with over 25 years' experience. Our corporate officers are Lorena Noguera-Rivello, President and Matthew Rivello, Vice President/Chief Operating Officer with each over 25 years' experience.

- Incorporated in March of 1996
- Corporate office located in Irving, Texas
- Over 206 associates on current staff
- Currently servicing 20 active customers and over 5 million square feet of commercial and government space
- Certified as SBE, MBE, DBE and HUB

Highlights:

- ❖ 7 day/24 hour servicing of facilities ranging from single buildings to campuses to multiple locations (medium to large facilities) – generally high-traffic – both for private and public customers
- ❖ Seasoned Management Staff with over 200 years combined experience in the janitorial and facility maintenance industry
- ❖ Experience servicing high-security and high traffic buildings including universities, sports/athletic arenas, criminal processing centers, police stations, courthouses, military installations, etc.

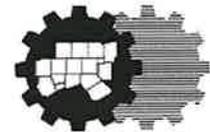
Expertise includes:

- ✓ Disinfection, Sanitation, and Deep Cleaning (COVID and others)
- ✓ Servicing Hard Surface floors and Carpet Cleaning
- ✓ Operation and use of state-of-the-art equipment
- ✓ Servicing LEED Certified Facilities
- ✓ Use of Eco-Friendly – Green Seal certified – cleaning products and materials



EXPERIENCE AND WORK HISTORY

CTJ has more than 25 years of continuous business operational performance specializing in janitorial and maintenance services for Municipal and other government clients. CTJ has serviced a variety of clients and facilities over our 25-year history who all were highly satisfied with our workmanship including:



North Central Texas
Council of Governments



PROPRIETARY AND CONFIDENTIAL

EXPERIENCE AND WORK HISTORY, CNTD

GREEN PROGRAM EXPERIENCE

CTJ Maintenance has over 25 years of experience handling recycled materials across a variety of facilities. We currently manage the recycling programs for several of our key customers including:

- Tarrant County
- City of Denton
- City of Irving
- Town of Addison
- City of Euless
- Denton County Transportation Authority

Our Employees receive a recycling program orientation during their onboarding training regardless of their work site. When an Employee is assigned to a specific location we will provide on-the-job training which will highlight any customer or location specific requirements. In some case, where specific equipment is required (i.e. box compactors, etc) we will provide safety and operational training to employees. Task lists and Inspection Forms maintained in the SWEPT App help to proactively evaluate our performance and to ensure compliance.

GREEN PRODUCTS

Below is the detailed list of chemicals we use. We have highlighted those that include an Environmental certification including Green Seal, EPA Safer Choice and Ecologo. We have also highlight EPA List N virucides used in our disinfection services.

Manufacturer	Cleaning Agent	Purpose	Green Seal	EPA Safer Choice	Ecologo	EPA List N (Coronavirus)	Made in America
Noble	Neutral Floor Cleaner QuikPack	Floor Cleaner	X				X
Noble	All-Purpose Cleaner Quikpack	Surface Cleaner	X				X
Noble	Non-Acidic Bowl Cleaner Quikpack	Bowl Cleaner	X				X
Noble	Glass Cleaner Quikpack	Surface Cleaner	X				X
Spartan	Clean by Peroxy	All Purpose Cleaner	X				X
Odoban	3-in-1 Concentrated Carpet Cleaner	Carpet Cleaner	X	X		X	X
Odoban	32X Bathroom Cleaner Concentrated	Surface Cleaner	X	X			X
Renown	Non-Ammoniated Glass Cleaner Concentrated	Surface Cleaner			X		X
Renown	Neutral Floor Cleaner Concentrated	Floor Cleaner			X		X
Renown	Neutral Disinfectant Concentrated	Disinfectant				X	X
Diversey	Virex II 256	Disinfectant				X	X
Diversey	High Noon Floor Finish	Floor Maintenance					X
Diversey	Iron Stone Floor Sealer	Floor Maintenance					X



EXPERIENCE AND WORK HISTORY, CNTD

HIGHLIGHTED EXPERIENCE

CTJ Maintenance has over 25 years of experience serving local government municipalities and agencies. This is not only our center expertise; it is our sole focus as a business. Below is a chart detailing the requested areas to highlight from current and previous customers:

CUSTOMERS	Libraries	Gymnasiums	Rec Centers	Jails/Law Enforcement	Fleet Facilities	High Security Areas	High Traffic Public Facilities
DENTON COUNTY				X	X	X	X
TARRANT COUNTY		X				X	X
City of Fort Worth						X	X
City of Denton	X	X	X	X	X	X	X
City of Carrollton	X	X	X	X	X	X	X
City of Keller	X	X			X		X
City of Euless	X	X	X	X	X	X	X
Town of Addison		X	X	X	X	X	X
Town of Little Elm	X	X	X	X	X	X	X
Dallas Area Rapid Transit		X		X	X	X	X
Trinity River Authority						X	
Brazos River Authority						X	
North Texas Emergency Comm Center						X	
Department of Public Safety				X		X	

REFERENCES

	<p>Tarrant County 100 WEATHERFORD RD, FT. WORTH, TX 76102 ROBERT CARTER – RJ CARTER@TARRANTCOUNTY.COM (817) 884-2878 SQ FT: 1,115,000 CONTRACT PERIOD: 4/1/08 TO PRESENT</p>
	<p>Denton County 740 S. MAYHILL ROAD AUSTIN WELLS – AUSTIN.WELLS@DENTONCOUNTY.COM (817) 688-9101 SQ FT: 675,000 CONTRACT PERIOD: 10/1/18 TO PRESENT</p>

PROPRIETARY AND CONFIDENTIAL

	<p>City of Carrollton 1945 JACKSON RD., CARROLLTON, TX 75006 DWAYNE BIANCO - DWAYNE.BIANCO@CITYOFCARROLLTON.COM (972) 466-5785 SQ FT: 325,000 CONTRACT PERIOD: 5/1/13 TO PRESENT</p>
	<p>North Central Texas Council of Governments 616 SIX FLAGS DRIVE, ARLINGTON, TX 76011 GREG EMERY – GEMERY@NCTCOG.ORG (682) 433-0479 SQ FT: 80,365 CONTRACT PERIOD: 10/1/2019 TO PRESENT</p>
	<p>Dallas Area Rapid Transit 4209 MAIN STREET, DALLAS, TX 75226 CHAD JEFFREY – CJEFFREY@DART.ORG (214) 828-8503 CONTRACT PERIOD: 8/1/15 TO PRESENT</p>
	<p>City of Fort Worth 5001 JAMES AVE., STE 401, FORT WORTH, TX 76115 BRENDA MIDGETT – BRENDA.MIDGETT@FORTWORTHGOV.ORG (817) 392-7860 CONTRACT PERIOD: 4/1/10 TO 10/31/15; 12/1/22 TO PRESENT</p>
	<p>City of Keller 1100 BEAR CREEK PKWY, KELLER, TX 76248 ROBERT CAMPBELL – RCAMPBELL@CITYOFKELLER.COM (817) 743-4008 CONTRACT PERIOD: 12/1/2020 TO PRESENT</p>
	<p>Town of Addison 16801 WESTGROVE DR., ADDISON, TX 75001 BRAD BOGANWRIGHT - SBOGANWRIGHT@ADDISONTX.GOV (972) 450-6203 CONTRACT PERIOD: 11/1/2021 TO PRESENT</p>
	<p>Brazos River Authority 4600 COBBS DRIVE, WACO, TX 76714 DIRK BLAND – DIRK.BLAND@BRAZOS.ORG (254) 761-3199 CONTRACT PERIOD: 12/1/15 TO PRESENT</p>

SCREENING AND HIRING PRACTICES

RECRUITMENT AND STAFFING

Our HR team has a proven track record of completing successful transitions and start-ups for both large and smaller scale operations, and in difficult labor markets.

By augmenting non-traditional recruiting techniques to those more traditional, we are able to achieve our start-up hiring target which is 20% above the required staffing level, while positioning ourselves to successfully maintain candidates in the recruiting pipeline. Below are some examples:

- Employee Recommendations
- Previously completed projects
- Our website: www.ctjmaintenance.com
- Texas WorkForce Solutions
- InDeed.com, Social Media Recruiting
- Job Fairs

Our standard benefits include holiday pay, jury duty, bereavement, accidental death and dismemberment and worker compensation.

SCREENING

CTJ Maintenance requires a current form of identification (Driver's License, Passport, Military ID, etc.), Social Security Cards, I-9 forms, DHS Work Permits, Permanent Residency, etc. to positively identify all employees and to ensure they have clean criminal backgrounds and the right to work the U.S.

We conduct the following to ensure a fully compliant employee staff for all current contracts:

- Reference checks
- Drug testing
- Universal background checks

Additionally, CJIS background checks are provided for all employees working in designated high security areas/facilities (i.e. Police, Jails, Juvenile Probation/Adult Probation, County Courthouses, etc).

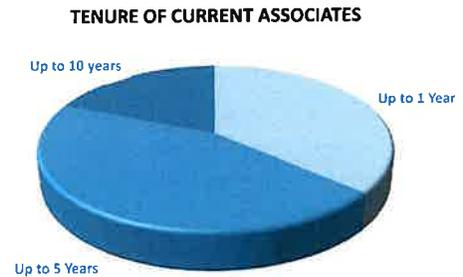
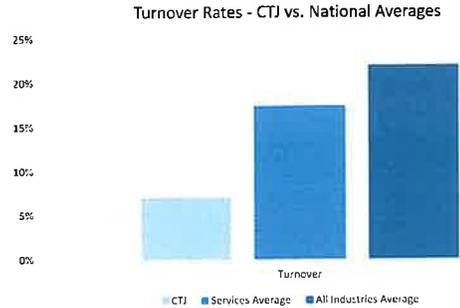
CTJ currently employs 46 CJIS certified cleaners across the North DFW area.

SCREENING AND HIRING PRACTICES, CNTD

EMPLOYMENT STATISTICS

At CTJ our associates are our greatest asset vigilantly maintaining a high level of quality in all that they do and high focus on customer satisfaction.

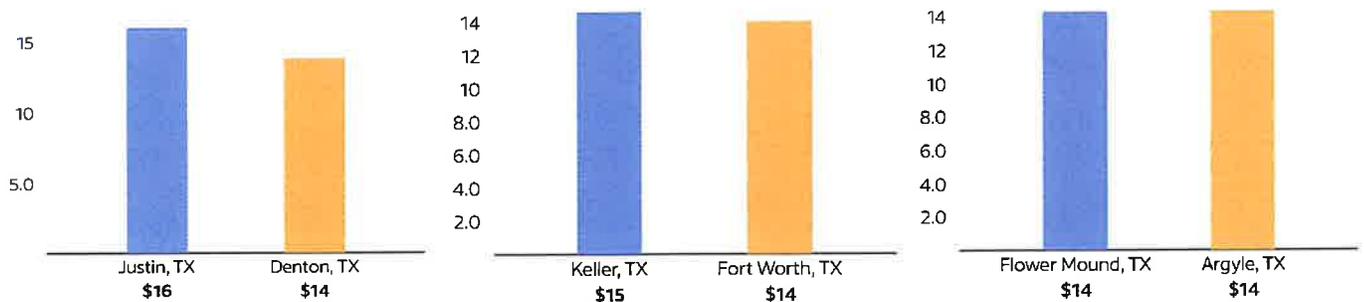
- Over 350 associates currently on staff
- Management staff with over 200 years of experience in the industry
- Average tenure of associates is 3 years of service – with years of service ranging from 1 to 14 years
- Annual Turnover Rate is 6% – Better than Industry (17.4%) and National Averages (22%)



COMPETITIVE PAY

CTJ Maintenance is the current janitorial service provider to many DFW Metroplex municipalities including Tarrant County, Denton County, the City of Denton, and the City of Keller, as well as, many locations for NCTCOG Workforce Solutions locations that are close to Justin. We have a very good handle on the current labor market and what it takes to staff and manage multisite contracts in this broad and diverse area. The charts below obtained from Indeed.com offer an excellent comparison of the City of Justin to neighboring municipalities...

Our proposal includes a base starting wage of \$16.00 per hour for Cleaners which is both competitive in the current market and comparable to what is currently offered to our employees in surrounding municipalities. We believe that any proposals offering less than this amount will continue to feel pressure from turnover and an unstable workforce.



***Data from Indeed.com (<https://www.indeed.com/career/janitor/salaries>)

TRAINING PROCEDURES

TRAINING PROGRAM

CTJ employs managers and cleaning staff that are experienced, competent, and fully qualified to perform their assigned duties/tasks. Below is the outline of our standard training we will conduct for all New Hires/Transfers and the Recurring training provided to employees assigned:

On-Boarding Process (New Hire)

- Company rules, regulations and safety policies, OSHA regulations (including blood borne cleanup)
- Company dress code requirements
- OSHA, EEOC, Wages/Hour rules, guidelines, and laws
- Pay, timekeeping, payroll records and related HR items
- Discipline and employee rights

On-the-Job Training: (New Hire and Transfers)

CTJ employs a qualified Quality Manager that conducts a training program for all employees assigned to the new project. The items covered include, but are not limited to the following:

- General Safety topics including proper lifting
- Hands on demonstration of proper and approved cleaning techniques
- Restroom disinfectant cleaning
- Vacuuming / Spray Buffing / Carpet spot cleaning and other floor maintenance techniques
- MSDS reviews and proper use of cleaning chemicals and supplies
- Task and Space Assignments. "Space Assignment": Each employee is assigned an area of responsibility, tasks required to satisfactory clean the area and timeframes for completion
- Proper use and maintenance of equipment
- Fire and Prevention
- Green Cleaning policy
- Dress Code (including ID badge, uniform, proper foot wear, proper ID, etc.)
- Proper use of cell phones and other electronic devices/accessories
- Smoking restrictions
- Any location specific training: Safety, Access, and Security

On-Going Training (Recurring):

- Semi-Annual Equipment Maintenance Review
- Annual Safety training and Health & Environmental Protection
- Account and Project managers receive annual training on the OSHA standard 29 CFR 1910.1200 (Occupational Exposure to Bloodborne Pathogens) and the Texas Hazard Communication Act (Texas Health and Safety Code, Chapter 502)

TRAINING PROCEDURES – SAFETY

SAFETY PROGRAM AND TRAINING – New Hires and Recurring

CTJ Maintenance Safety Topics consist of (6) operational areas:

Safety - General Reporting

Employees are instructed to report the following conditions to supervisors as part of the safety training:

- Report the use of unsafe or misused equipment
- Report the use of unsafe Chemicals / mislabeled Chemicals
- Report anyone under the influence of drugs, alcohol, or any mind-altering chemical
- Report any area in the facility deemed unsafe
- Report all Injuries related to the workplace

Safety - Orientation Training

As part of the Orientation training, employees are trained on the following:

- Proper handling of equipment, ladders, floor machines, etc.
- Proper maintenance of Supplies/chemical storage in janitorial closets
- Proper wearing of gloves when using harsh chemicals
- Wearing protective gear when handling hazardous material
- No horseplay allowed in the facility
- No working if impaired by fatigue, illness, or medication

Safety - Proper Floor Care

Employees used for floor care receive training on safety of customers, proper use of chemicals and equipment:

- Floor crew shall wear closed shoes and safe low heels that are reasonably slip-resistant, no sandals or open shoes
- Floor crew should take proper precautions when working on wet soapy floors to avoid slip-fall accidents
- Proper signage should be used in areas frequented by the public, signs shall be posted warning all people in the area of WET FLOORS
- All employees will know where the MSDS book is kept and reviewed when appropriate

Safety - Electrical Equipment

When operating electrical equipment, employees are trained on these safety methods:

- Operate vacuums, floor machines and all equipment per manufacturer's instructions
- Inspect all equipment before and after use, report any unsafe conditions to supervisor, do not use any equipment until repaired
- Make sure all switches are in the OFF position before plugging in equipment or releasing the handles
- Unplug all equipment before making adjustment or repairs
- Equipment will be cleaned nightly before put away, stored in janitor's' closet neat and orderly

PROPRIETARY AND CONFIDENTIAL

TRAINING PROCIEDURES – SAFETY, CNTD

Safety - High Work

Employees used for high work area cleaning will receive proper training for handling ladders, scaffolding and step stools:

- No work over ten feet high without proper instruction from supervisor
- Scaffolding and ladders will be properly checked prior to use
- Ladders to be used on level surfaces and inspected for cracks, excessive play at joint, worn or loose screws, etc.
- Extension ladders should not be used without supervisor present

Safety – Biohazard Services Training

CTJ employees receive initial and annual training on the symptoms and transmission of bloodborne pathogen diseases. Our training program covers:

- A copy and explanation of the OSHA bloodborne pathogen standard including what constitutes an exposure incident
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available
- An explanation of the type, uses, location, removal, handling, decontamination and disposal of personal protective equipment
- Each location is supplied with a clean-up kit for bloodborne spills

In addition, CTJ employees receive annual training on the OSHA standard 29 CFR 1910.1200 (Occupational Exposure to Bloodborne Pathogens) and the Texas Hazard Communication Act (Texas Health and Safety Code, Chapter 502), they are responsible for:

- Maintaining, reviewing and updating the ECP annually, or when necessary to include new or modified tasks, or procedures
- Provide and maintain all necessary personal protective equipment, labels and red bags
- Maintaining all OSHA records
- Post exposure evaluation and follow-up



BID # 23-0016
CITY OF JUSTIN – JANITORIAL SERVICES



QUALITY CONTROL METHOD

Our quality assurance program structure is designed around the following areas to ensure our team adequately performs all work delivery services. Each quality control section listed below. Page 225 of 265

QUALITY CONTROL METHOD

Our quality assurance program structure is designed around the following areas to ensure our team adequately performs all work delivery services. Each quality control section listed below provides the full suite of quality delivery needed to maintain world-class performance. This program provides complete visibility, monitoring and control of all aspects of delivering quality service.

QUALITY CONTROL – TOOL

Allows our leadership team to monitor quality daily and to respond to issues in real time.

- Work Task Planning Tool (Task Checklist)
- Daily Task Inspection Tool
- Daily Corrective Action Tool

QUALITY CONTROL – REPORTING

Allows the CTJ management team to provide feedback to our clients. These reports provide visibility, transparency and accountability.

- Daily Corrective Action Reporting
- Daily Inspection Reporting
- Real-Time Management Feedback
- Weekly Leadership Update
- Monthly Project Management Reporting

QUALITY CONTROL – PROCESSING AND TRACKING

Allows CTJ to track issues and trends in overall team performance, individual associate performance, and overall supply needs.

- Deficiency Trending/Tracking
- Associate Performance Tracking (internal)
- Equipment and Supply Inventory Tracking (internal)

QUALITY CONTROL – ON-SITE MANAGEMENT

Supervisors are on-site daily to resolve issues, report any deficiencies and to manage cleaning crew activities.

Visibility is key to gain the utmost quality, service, and productivity from our team. Our management team personally ensures that our cleaning crew will perform at the highest standards. Our key leadership mantra is:

- ✓ Hands-on and Visible at all times!

QUALITY CONTROL METHOD, CNTD

Quality Control Plan

CTJ Maintenance commits to providing excellent customer service. Our robust Quality Plan allows us to accurately measure customer satisfaction, respond rapidly to customer complaints and deliver on quality service.

For over 25 years, we have utilized the Tools, Methods and Measures listed below, to provide excellent service for our clients.

QUALITY PROGRAM TOOL	
Work Task Tool	<p>This tool is used to assign <u>detailed</u> tasks to an employee.</p> <p>The employee records date/time each task was completed.</p> <p>This allows the inspector to monitor if/when the employee completed the task and ensures all work is accomplished correctly and timely.</p>
Work Timeline Tool	<p>This tool is used to monitor the <u>location</u> of each employee.</p> <p>Daily the employee performs each task at a specific location/time.</p> <p>This allows the inspector to locate an employee at all times and inspect each task in real-time.</p>
Work Supplies/ Equipment Tool	<p>This tool is used to <u>inventory</u> equipment and supplies to ensure adequate cleaning and maintenance of equipment daily.</p>
Daily Inspection Tool	<p>This tool is used by the project managers to <u>inspect</u> the facility.</p> <p>The supervisor inspects each area of the facility and provides a pass/fail for the employee.</p> <p>Unsatisfactory inspections result in on-the-job training or employee corrective action.</p>
Daily Corrective Action Tool	<p>This tool is used for <u>corrective action</u> purposes to ensure immediate feedback in response to issues, changes in processes or one-time request for service.</p>

QUALITY CONTROL METHOD, CNTD

QUALITY PROGRAM METHODS	
Method for Staffing/Schedules	We provide minute-by-minute cleaning schedules to all employees for time management and quality assurance.
Method for Efficient Equipment	The use and maintenance of all equipment is part of the daily inspection for our management staff. We currently use Green Seal products that are environmentally friendly. The supervisors will also make sure that all equipment meets OSHA requirements and properly maintained.
Method for Daily Inspections	Our supervisors inspect buildings on a daily basis. They provide immediate feedback to workers to ensure each building meets the highest level of cleanliness.
Method for Real-Time Management Feedback	Our project manager will be responsible for overall problem resolution and will have the full authority to act on behalf of CTJ at any time. They will be available to the Facility Manager twenty-four hours a day, seven days a week, to respond to any issue that may arise.
QUALITY PROGRAM MEASURES	
Real-Time Measures	All immediate tasks are resolved within 30 minutes of reporting. These requests are reported directly to project managers and considered satisfactorily completed within the 30-minute time of inspection.
Daily Measures	Supervisors/Project Managers inspect facilities daily, all inspections are rated as excellent or unsatisfactory. All unsatisfactory inspections result in training or employee corrective action.
Weekly Measures	Project Managers are required to report all building deficiencies and re-training request to the contract manager on a weekly basis. All unsatisfactory reports are analyzed by project team for proactive review. The project team is tasked to provide proactive recommendations to prevent future deficiencies.
Monthly Measures	All daily, weekly measures are reported to the project manager for the Monthly Report Card. This monthly report provides the team with a score (1 to 5). Each team is rewarded or corrected based on this monthly report card.
Annual Measures	The annual measures are designed for hiring, training and floor support. The annual report documents the hiring, retention and rewarding of employees and the quality of our floor team.

QUALITY CONTROL METHOD – THE SWEPT APP

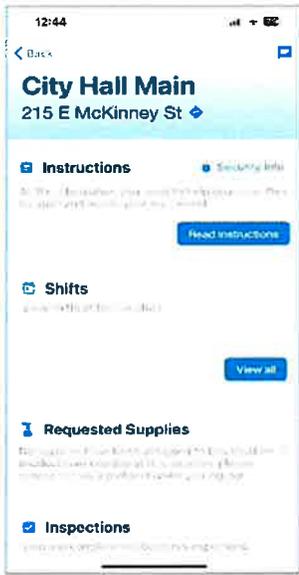
CTJ is a proud user of the SWEPT App – a one-stop mobile solution for Quality Control and Training through task management, supply management, inspections, and real-time problem solving. This tool effectively integrates our entire quality system into an easy-to-use, mobile App-based solution provided real-time and proactive measures to ensure tasks are completed and a high level of quality is maintained.

Our Project Manager will conduct weekly inspections which will be made available in real-time to Cleaners, Management, and the City. Inspections will cover all aspects of the contract from regular daily, weekly, monthly tasks to floor maintenance, window cleaning and any other service CTJ provides.

Instructions can be updated in real time with an automatic note to all cleaners assigned.

Cleaning shifts are identified and a cleaner may only “clock in/out” during the assigned schedule.

Cleaners update inventory and equipment needs in real-time. Alerts go immediately to the Project Manager to ensure buildings do not run out of supplies and Cleaners always have the tools needed to complete tasks.



Cleaners are assigned to each location. Accountability is reinforced using a “Geofence” that tracks when the cleaner enters

Clients and Management have full access to Cleaner time/attendance reporting, Inspection Reporting, and can send messages to relay feedback.

Inspection Details (Inspection- Denvelope Service De...)

0.00% Exceeds Standards

100.00% Meets Standards

0.00% Below Standards

0.00% Not Inspected

Time Entry Report

Location Name	Cleaner Name	Check In	Check Out	Logged	Status
LIBRARY- South Branch	ANISHA GONZALEZ	06:30:00	06:38:00	06:38:00	Completed
Public Gym Center	Miguel Torres	07:50:00	07:59:20	07:59:20	Completed
LIBRARY- Emily Evans	Marlene Sanchez	07:00:00	07:07:00	07:07:00	Completed

Inspection Report

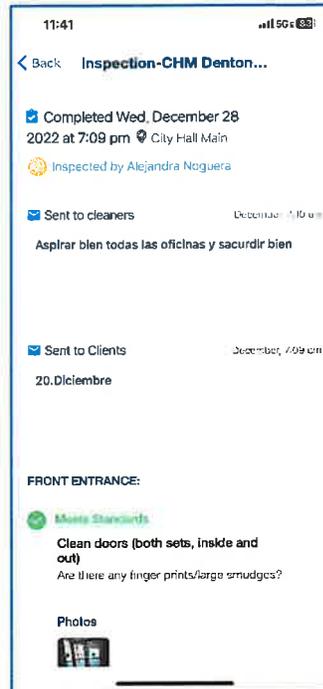
Inspector Name	Location	Date	Completed By	Exceeds	Meets	Below	N/A	Spent Clock
Brandon Briscoe	Tramaine	2/27/23	Brandon Briscoe	0.00%	100.00%	0.00%	0.00%	140
BRN MEDICAL CENTER	EMILY EVANS	2/27/23	BRN MEDICAL CENTER	0.00%	100.00%	0.00%	0.00%	140
BRN EMILY EVANS	EMILY EVANS	2/27/23	BRN EMILY EVANS	0.00%	100.00%	0.00%	0.00%	140
EMILY EVANS	EMILY EVANS	2/27/23	EMILY EVANS	0.00%	100.00%	0.00%	0.00%	140
EMILY EVANS	EMILY EVANS	2/27/23	EMILY EVANS	0.00%	100.00%	0.00%	0.00%	140

QUALITY CONTROL METHOD – THE SWEPT APP, CNTD

Inspections can be customized per location or area based on the specific cleaning needs.

The Project Manager will complete Inspections weekly or monthly depending on the cleaning schedule of the location.

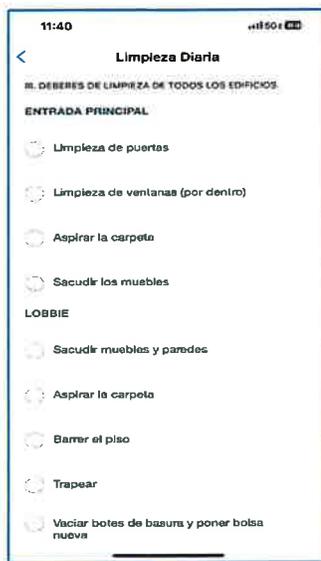
The Inspection records a Rating for each element. Notes can be made and pictures attached.



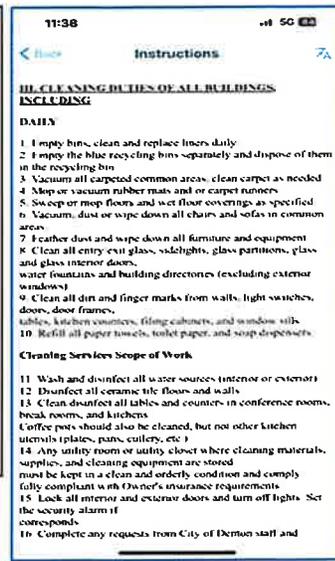
Nonconformances are reported to the Cleaner upon “clock in” by the SWEPT App and the Cleaner can provide corrections.

Notes can be sent directly to the City showing all the details including corrective actions.

This way there is full transparency and



Check lists in the App allow the Cleaner to ensure they clearly understand all requirements in their native language. These lists are updated automatically when a new task is added and SWEPT will auto translate. These checklists correlate to the Inspection template for each location so there is always a continuous feedback loop to the



This cutting-edge tool is a perfect ensemble of support to our associates to complete their work effectively, as well as, an excellent tool to communicate status and progress to our clients.

Swept supplies our associates all the information they need to do their best work and in their native language. While allowing for easy time tracking, problem reporting, supply requests, and location alerts.

QUALITY CONTROL, CNTD

DAILY COMMUNICATION

Communication is key and CTJ will ensure contact numbers (cell phone) are provided for our Project Manager. We will ensure we are in constant contact, solving problems, flexing labor, etc.

You will have full access to leadership through text, email and/or cell phone throughout the life of the contract.

COMMUNICATION PLAN

Communication Form/Forum	Recipients	Responsibilities	Format	Frequency
Daily Task Checklists	Project Mgr	Cleaners	Hard Copy	Daily
Corrective Actions	POC City	Project Manager	Verbal & Written	Within 24 hours
Daily Quality Inspections	Project Mgr	Supervisors	Hard Copy & Email	Daily
Quality Inspections	POC City	Project Manager	Hard Copy & Email	Weekly
Monthly Connect Meeting	POC City	Project Manager	Face-to-Face or By Phone	Monthly or As Needed

TRANSITION STRATEGY

- CTJ looks to retain existing employees with stellar performance – We often simply “re-badge” existing employees that have valuable experience.
- We will conduct an onsite application process for employees interested in continuing to work for the City if possible.
- As a retention tool, we look to provide flexible work schedules within the guidelines of the RFP to retain employees.
- We service other facilities in or near Justin including Tarrant and Denton County locations, City of Denton, City of Keller, and NCTCOG in the immediate area and can leverage that staff for additional support.
- We retain a list of back-up workers to cover shifts for employees on vacation, sick, terminations, etc. and will have them processed through the appropriate background checks and processes for the City.

OPERATIONAL PLAN, CNTD

EXAMPLE OF TRANSITION PLAN

ACTION ITEM	PLAN DESCRIPTION	DUE DATE	OWNER
SERVICE DELIVERY TEAM BEGINS THE FOLLOWING PROCESS:	<ul style="list-style-type: none"> ● Background Checks ● Badges/Uniform ● Orientation Training ● Safety Training ● Quality Assurance Training ● Tour of Building 	30 days out	Jose Jami Jorge
QUALITY ASSURANCE TEAM DEVELOPS THE FOLLOWING PROCESS:	<ul style="list-style-type: none"> ● Performance Work Schedules ● Task Schedules ● Inspection Requirements ● Equipment/Supply list ● Timesheets/Work Schedules ● Communication Plan ● Contingency Plan 	25 days out	Valerie
PROJECT MANAGER DEVELOPS THE FOLLOWING PROCESS:	<ul style="list-style-type: none"> ● Job Specifications ● Designated start times and completion goals ● Training on performing each task as outlined in 'Scope of Work' ● Individual 'space assignments' 	25 days out	Jorge
CREW LEADER DEVELOPS THE FOLLOWING PROCESS:	<ul style="list-style-type: none"> ● Quality Control Inspections for each building to ensure each facility is in compliance prior to contract start date. ● Equipment list to ensure all buildings have all equipment/supplies in janitors' closets to begin on contract start date. ● Key control process to ensure all key/badge access on contract start date. ● Request for Service process to ensure all building facility managers can request non-daily tasks. ● Immediate Response/Corrective Action process to ensure rapid response for areas needing corrective action. ● Ensures Janitorial closets in all buildings have equipment and supplies are adequately stocked and available for contract start date. ● Documentation ensuring all employees trained on quality control and safety. 	15 days out	Jorge Valerie
QUALITY ASSURANCE TEAM DEVELOPS THE FOLLOWING PROCESS:	<ul style="list-style-type: none"> ● Quality Assurance Process Review ● Immediate Corrective Action Review ● Non-Scheduled task Request ● Floor Maintenance Schedule ● Inspection Form Review 	10 days out	Valerie
SERVICE DELIVERY TEAM ENSURES ALL EMPLOYEES HAVE RECEIVED THE FOLLOWING:	<ul style="list-style-type: none"> ● Set up security plan (alarm codes, exit plan, etc) ● Set up plan for handling theft, vandalism, or pilferage ● Set up key control plan and inventory process 	5 days out	Jorge Valerie Jami
ALL TEAMS ENSURE ALL PREPARATION COMPLETED FOR THE FOLLOWING:	<ul style="list-style-type: none"> ● Contract Begins 		



Recommendation Letter

To whom it may concern,

CTJ Maintenance has held Denton County's janitorial contract since 2017. In this time they have overcome many challenges and have maintained well-staffed teams and serviced over 30 government buildings. CTJ Maintenance cleans over 1 million square feet of Denton County facilities, servicing public spaces, restrooms, courtrooms, offices and high traffic areas. CTJ maintenance also provides a wide variety of floor care and specialty cleaning upon request.

The management team for CTJ maintenance excels in responsiveness and professionalism. CTJ has consistently provided excellent janitorial service for Denton County. During the height of the pandemic CTJ maintained staff and materials, being able to continue contracted service without interruption. CTJ works to customize any task list that best services the customer's needs. The management team is able to resolve issues in a timely manner, and their billing is consistently accurate.

I recommend CTJ Maintenance for janitorial service or any specialty cleaning that your organization needs.

Austin D. Wells
Facility Division Manager - Administration
Denton County
Office: 940-349-2970
Cell: 817-688-9101

A handwritten signature in black ink, appearing to read "Austin D. Wells", is written over a horizontal line. Below the signature, the date "6/13/22" is handwritten in black ink.



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DAVID PHILLIPS
DIRECTOR

March 25, 2020

To Whom It May Concern:

CTJ Maintenance has provided custodial services to Tarrant County since April 2008.

CTJ has serviced the majority of our buildings throughout Tarrant County; providing cleaning to our offices, training rooms, restrooms, break rooms and public areas. Collectively our buildings total over 3 million square feet, with our downtown campus accounting for 2.25 million square feet.

Tarrant County is a government entity that provides services to its citizens and the general public. It is essential that our facilities are maintained properly. CTJ Maintenance has met our expectations for custodial services. Their staff has been professional and responsive to our request.

I would recommend CTJ Maintenance to anyone in need of custodial maintenance services for their facilities.

Sincerely,

Robert Carter 3-25-2020
Assistant Director-Support Services



To Whom it may Concern,

I am writing to recommend the services of CTJ Maintenance. I have been using their services for about 5 Years now, and have been completely satisfied with their services.

They do an excellent job, are always punctual and are readily available when I need them most.

We have hired them, on occasions, for extra jobs like window cleaning, waxing VCT and Terrazzo floors and deep cleaning facilities. They have been reasonably priced and have done exactly what we asked them to do.

I am happy to recommend CTJ Maintenance. If you have any questions please feel free to contact me.

Robert Campbell

Robert Campbell 2/3/2023

Facilities Manager



March 26, 2020

RE: Letter of Recommendation

Please accept this letter as our sincere appreciation for the continued relationship we maintain with your company. CTJ Maintenance has held our contract for custodial services since March of 2013. The initial contract period was for two years. The contract was renewed in 2015 and again in 2017 for an additional 4 years. In 2019, CTJ once again won the contract against several other bidders.

Services with this contract include general janitorial services at the following facilities: City Hall, H & J Library, Josey Ranch Lake Library, PD, Justice Center, Central and South Service Centers, Animal Shelter, Crosby and Rosemead Recreation Centers and other outlying facilities.

In 2013 and again in 2019, staff recommended CTJ Maintenance, Inc. as the best value vendor based on grading results in four categories, price, guaranteed hours, experience and references. Over the past seven years, CTJ Maintenance has proven to be a reliable and responsive janitorial services provider who adheres to the basic tenets of the contract requirement. Regardless of the vendor, the success of the program relies on the vendors' ability to communicate effectively, manage operating costs, and respond to expectations daily. The performance of CTJ Maintenance has consistently been graded above average at our city facilities. A key to their success has been their ability to respond quickly and resolve customer complaints in a timely manner.

We are very pleased to continue our very prosperous relationship with CTJ and your team of professionals. Please share our appreciation with your team.

Sincerely,

Dwayne N. Bianco

Fleet and Facilities Director

Carrollton Facility Services
2711 Nimitz Lane, Carrollton, TX 75007 | 972-466-5785 Office | 972-466-3497 Fax



March 12, 2020

To Whom It May Concern:

CTJ Maintenance provided custodial services to the City of Fort Worth under a contract established in April 2010. The contract was completed October 31, 2015. CTJ Maintenance also provided contract custodial services to the City from 1998 – 2003. I worked with CTJ Maintenance as the City's and TPW's (now Property Management) contract administrator on each contract.

Under the last contract, CTJ Maintenance provided custodial services to many Property Management facilities including City Hall, City Hall Annex, Zipper Building, Municipal Courts, James Avenue Service Center, Southside Service Center, Taylor Street Parking Garage and other Property Management locations comprising of approximately 450,000 square feet. Facilities such as Police Administration, Fire and Police Training Center, Police Stations, Equipment Services, ITS and Code Compliance locations totaling approximately 450,000 additional square feet were also included in the contract. Annual payments made to CTJ for custodial services were in excess of \$1,000,000.

CTJ Maintenance is committed to providing excellent and professional service. The staff was hard working, dependable and adaptable to changing requirements. Mr. Harold Jenkins and the CTJ Maintenance staff were always responsive to our needs and concerns and continually met our expectations, often in very challenging situations.

Although I have not had the opportunity to work with Mr. Jenkins in the last few years I know he and his staff remain committed to providing professional and dependable custodial service. I recommend CJT Maintenance without hesitation.

Sincerely,

Brenda Midgett
Property Management - Facilities
Sr. Administrative Assistant



**PROPERTY MANAGEMENT DEPARTMENT
FACILITIES DIVISION**

CITY OF FORT WORTH * 5001 JAMES AVENUE, SUITE 401 * FORT WORTH, TEXAS 76115
(817) 392-7860 * FAX (817) 392-8106



INVITATION TO BID

The City of Justin, Texas (the City) is soliciting sealed bids for **Janitorial Services**. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the Proposal Specifications.

Bid Due Time/Date: 2:00 p.m., Friday, December 1, 2023

Designate on the front, lower left-hand corner of your response, the following:

Bid Number: 23-0016
Subject: Janitorial Services
Do Not Open-Proposal Documents

Bid Mailing/Courier: City of Justin
Address: City Secretary's Office
ATTN: Brittany Andrews
415 N. College Ave.
Justin, Texas 76247

For convenience at bid opening, enter quote on this cover page and include in the sealed response envelope. **DO NOT** place quoted prices on the outside of the sealed response envelope.

City Hall Bid	\$ <u>2,000.00</u>	(dollars) per month
Police Department		
PD Supplemental Office	\$ <u>675.00</u>	(dollars) per month
Justin Public Library/ Program room	\$ <u>1,200.00</u>	(dollars) per month
Public Works Admin building	\$ <u>250.00</u>	(dollars) per month
Weekly porter services	\$ <u>550.00</u>	(dollars) per month
Total Cost Bid Alternate Task #1	\$ <u>250.00</u>	(dollars) per occurrence
Total Cost Bid Alternate Task #2	\$ <u>750.00</u>	(dollars) per occurrence

***** THIS PAGE MUST BE COMPLETED OR THE PROPOSAL WILL BE REJECTED *****

CONTRACTOR INFORMATION:

CTJ MAINTENANCE, INC.
Company name
6565 N. MACARTHUR BLVD., Suite 225
Address
IRVING, TX 75039
City, State & Zip
214-624-5233
Area code & telephone number
matthew.rivello@ctjmaintenance.com
E-Mail


Company representative signature
Matthew Rivello
Company representative printed name
Vice President
Title
11/27/2023
Date

OFFICIAL SIGNATURE PAGE

***** THIS PAGE MUST BE COMPLETED OR THE PROPOSAL WILL BE REJECTED**

BID FORM RETURN CHECKLIST
Type text here

	REQUIRED	SUBMITTED
1. Bid Bond	<u> X </u>	<u> ✓ </u>
2. Ack. Of Insurance	<u> X </u>	<u> ✓ </u>
3. References	<u> X </u>	<u> ✓ </u>
4. Signature Page	<u> X </u>	<u> ✓ </u>
5. Conflict of Interest Questionnaire	<u> X </u>	<u> ✓ </u>

**CITY HALL , POLICE DEPARTMENT AND LIBRARY BASE BID
SCOPE OF SERVICES:**

The intent is to describe the minimum specifications for contract janitorial services for Justin City Hall located at 415 N. College Ave. Justin, TX 76247. Justin City Hall is an approximate 11,000 sq. ft. non-smoking facility. The hours of operation are 8:00 a.m. to 5:00 p.m. Monday through Friday with occasional meetings and events after hours of normal operation.

REQUIRED STAFFING (determined by bidder) AND STAFF HOURS:

FACILITY NAME	DAYS	TIMES
City Hall	Monday - Friday	5:00PM – 7:00AM
*Police Department	Monday – Friday	5:00PM – 7:00AM
*PD Supplemental Office	Monday and Wednesday	5:00PM – 7:00AM
Library	Monday – Full cleaning Tuesday – Friday, bathroom and trash only.	10:00AM – 5:00PM 5:00PM – 7:00AM
*Library Program room	Wednesday	5:00PM – 7:00AM

REQUIREMENTS:

The successful bidder shall be responsible for the daily, weekly and monthly detailed cleaning and shall bid by task as described below:

ALL OFFICES, MEETING ROOMS, RESTROOMS, KITCHENS, HALLS, & ENTRANCE AREAS:

Daily Tasks:

- Empty Trash and Deposit in Dumpster Outside
- Sweep and Mop all Restroom and Kitchen Floors
- Dust mop hard surface floors with a treated dust mop
- Damp mop hard surface floors to remove any spillage from soiled areas
- Spot clean Utility billing windows, and glass doors
- Straighten welcome mats and décor

Clean & Disinfect Staff Kitchen, Council Kitchen & Restrooms:

Counters
Sinks
Walls
Cabinet facings
Microwaves
Coffee Makers
Mirrors
Stall
Walls
Toilets
Urinals
Sweep & Mop Entrance Floor
Restock Restrooms & Kitchens with Paper Supplies
Keep Inventory of Cleaning Supplies
Vacuum Entry Rugs
Vacuum High Traffic Carpeted Areas and Meeting Rooms
Assist Facility Staff in Set-up and Break-down of Tables, Chairs, Etc. as scheduled
Empty Trash

Weekly Tasks:

Vacuum all other carpet areas
Clean accidental spills
Keep Outdoor Dumpster Area Clean & Free of Debris
Clear front and rear entrance areas of debris
Clean indoor and outdoor windows as needed
Dust air returns
Clean and straighten entryway floor mats
Clean Outdoor benches in walkways as needed
Dust all desktops, file cabinet, windowsills, chairs, and other similar surfaces.

Monthly Tasks:

Thoroughly dust all vents, pictures and manner of furnishings such as desks and tables.
Disinfect light switches and door frames
Clean light units of debris

ADDITIONAL INFORMATION:

Trash emptied from all areas of City Hall shall be bagged and deposited daily in the trash dumpsters supplied by the City of Justin.

Janitorial staff members will be provided access badges by the City of Justin.

CITY HALL BID \$2,000.00 PER MONTH

**POLICE DEPARTMENT AND SUPPLIMENTAL OFFICE BASE BID
SCOPE OF SERVICES:**

The intent is to describe the minimum specifications for contract janitorial services for the Justin Police Department located at 415 N. College Ave. Justin, TX 76247 and supplemental office at same location. The Justin Police Department is an approximate 1200 sq. ft. non-smoking facility, and the supplemental office is approximately 1000 sq. ft. non-smoking facility with bathroom.

REQUIREMENTS:

The successful bidder shall be responsible for the daily, weekly and monthly detailed cleaning and shall bid by task as described below:

**POLICE DEPARTMENT OFFICES, PATROL ROOM, OPEN AREAS,
SUPPLEMENTAL OFFICE AND RESTROOM:**

Daily Tasks:

Glass Entry Door
Empty Trash in office areas, & bathroom and Deposit in Dumpster Outside
Conference Tables/Chairs
Dry dust desks and common areas

Clean & Disinfect Supplemental Office Kitchenette & Restroom:

Restroom (including counters, sinks, toilets, urinals,
floors, doors, partitions, walls, mirrors & trash
receptacles)
Kitchenette, countertop
Sweep & mop
Spot Clean & Vacuum Office Carpets & Entry Mats
Spot Clean Walls
Stock & Fill Restroom Supplies (including toilet paper,
soap, paper towels)
Maintain Inventory

Weekly Tasks:

Vacuum carpeted areas and rugs
Clean accidental spills
Dust Air Returns
Dust all desktops, file cabinet, windowsills, chairs, and other similar surfaces.

Monthly Tasks:

Thoroughly dust all vents, pictures and manner of furnishings
Disinfect light switches and door frames
Clean light units of debris

POLICE DEPT. BID \$ 675.00 PER MONTH

LIBRARY AND LIBRARY PROGRAM ROOM BASE BID SCOPE OF SERVICES:

The intent is to describe the minimum specifications for contract janitorial services for the Justin Public Library and Library Program Room located at 408 Pafford Ave. Justin, TX 76247. The Justin Public Library is approximately 3200sq. ft. non-smoking facility with bathroom, and the Library Program room is approximately 1000sq. ft. non-smoking facility.

REQUIREMENTS:

The successful bidder shall be responsible for the daily, weekly and monthly detailed cleaning and shall bid by task as described below:

LIBRARY, COURT OFFICE, CIRCULATION DESK, OPEN AREAS, RESTROOM AND LIBRARY PROGRAM ROOM:

Monday only (Library/Court office) Tasks:

Empty Trash and Deposit in Dumpster Outside
Dust Bookshelves
Sweep hard surface floors
Dust mop hard surface floors with a treated dust mop
Damp mop hard surface floors to remove any spillage from soiled areas when needed
Spot clean Court office partition window
Spot clean Library glass entry door
Straighten welcome mats and décor

Clean & Disinfect Circulation Desk & Restroom:

Counters
Sinks
Walls
Microwave
Coffee Makers
Mirrors
Toilets
Urinals
Sweep & Mop Entrance Floor
Restock Restrooms & Kitchens with Paper Supplies
Keep Inventory of Cleaning Supplies
Vacuum Entry Rugs
Vacuum High Traffic Carpeted Areas
Assist Facility Staff in Set-up and Break-down of Tables, Chairs, Etc. as scheduled
Empty Trash

Weekly Tasks (Library Program Room):

Vacuum all carpet areas
Clean accidental spills
Dust Air Returns
Clean glass door
Sanitize all tables, and chairs

Clear front and rear entrance areas of debris
 Clean indoor and outdoor windows as needed
 Dust all horizontal surfaces, file cabinet, windowsills, and other similar surfaces
 Keep Outdoor Dumpster Area Clean & Free of Debris

Monthly Tasks:

Thoroughly dust all vents, pictures and manner of furnishings
 Disinfect light switches and door frames
 Clean light units of debris

LIBRARY/LIBRARY PROGRAM ROOM BID

\$ 1,200.00 PER MONTH

**PUBLIC WORKS ADMINISTRATION BUILDING AND BATHROOMS
 BASE BID SCOPE OF SERVICES:**

The intent is to describe the minimum specifications for contract janitorial services for the Public Works Administration building and Shop Bathroom located at 217 E. 4th St. Justin, TX 76247. The Public Works Administration building is approximately 1800 sq. ft. non-smoking facility, and the downstairs bathroom is a 50 sq. ft. non-smoking facility.

FACILITY NAME	DAYS	TIMES
Public Works (Admin)	Wednesdays	4:00PM – 7:00AM
Public Works shop bathroom	Wednesdays	4:00PM – 7:00AM

REQUIREMENTS:

The successful bidder shall be responsible for the weekly and monthly detailed cleaning and shall bid by task as described below:

**PUBLIC WORKS ADMIN OFFICE, KITCHEN, MEETING SPACE, LAB AREA
 AND RESTROOMS (WEDNESDAY ONLY):**

Weekly Tasks:

Empty Trash and Deposit in Dumpster outside
 Sweep and Mop all Restroom and Kitchen Floors
 Sweep and Mop stairwell
 Clean stair railings
 Straighten welcome mats

Clean & Disinfect Kitchen and Restrooms:

- Counters
- Sinks
- Walls
- Cabinet facings
- Appliances
- Coffee Makers
- Mirrors
- Stall Walls
- Toilets
- Urinals
- Sweep & Mop Floors
- Restock Restrooms & Kitchens with Paper Supplies
- Keep Inventory of Cleaning Supplies
- Vacuum Entry Rugs
- Vacuum Carpeted areas
- Clean accidental spills
- Keep Outdoor Dumpster Area Clean & Free of Debris
- Clear front entrance areas of debris
- Dust Air Returns
- Clean and straighten any floor mats
- Dust all desktops, file cabinet, windowsills, chairs, and other similar surfaces

Monthly Tasks:

- Thoroughly dust all vents, pictures and manner of furnishings
- Disinfect light switches and door frames
- Clean light units of debris

ADDITIONAL INFORMATION:

Trash emptied from all areas of Public Works facilities shall be bagged and deposited in the trash dumpsters supplied by the City of Justin.

Janitorial staff members will be provided access badges by the City of Justin.

PUBLIC WORKS BID \$ 250.00 PER MONTH

WEEKLY PORTER SERVICES:

Justin City Hall is located at 415 N. College Ave. Justin City Hall, City Council Chambers is 1400 sq. ft. and open Monday-Friday, 8:00a.m. to 5:00p.m. Day Porter services are needed a full 3-4 hours per week for meeting setup prior to meeting times. Setup for meetings are to be during business hours, and the first Monday of each month for Court setup.

REQUIRED STAFFING AND STAFF HOURS:

One staff member:

First Monday of each month for Court setup – 3:00p.m. – 4:00p.m.

Second Tuesday of each month for Park Board meeting set up 4:00p.m.- 5:00p.m.

The second and fourth Thursday of each month for Council meeting set up 4:00p.m.- 5:00p.m.

Third Tuesday of each month for P&Z meeting set up 4:00p.m.-5:00p.m.

Third Thursday of each month for EDC/CDC meeting setup 4:00p.m.-5:00p.m.

**Some meetings are subject to cancellation and other changes. Staff will provide a schedule and update as needed.*

REQUIREMENTS:

The successful bidder shall be responsible for day porter responsibilities. The day porter shall be working when facilities are in operation and address issues and needs as they arrive. They shall not interrupt daily activities and programs. They shall be in uniform with good hygiene at all times. The successful bidder shall bid by task as described below:

Porter Services shall include:

1. Set up and breakdown of any tables, chairs and other items for scheduled meetings.
2. Clean and disinfect tabletops, and podium in areas for meetings and programs.
3. Dust and sanitize computer areas.
4. Ensure that high traffic areas are free of safety hazards.
5. Maintain entrances free and clear of hazards.
6. Promptly clean up any notable floor spills or wet flooring.
7. Check facility for improper working lights and replace light bulbs as necessary.
8. Empty full trash cans as necessary.
9. Remove any trash or items left behind from participants throughout facility.
10. Keep dumpster areas clean and free of debris.

ADDITIONAL INFORMATION:

Janitorial staff for Porter Services will be prohibited from allowing any person (including children) to accompany them on any premises during working hours.

WEEKLY PORTER SERVICES BID \$ 550.00 PER MONTH

SHOULD TASKS NOT BE COMPLETED ACCORDING TO SPECIFICATIONS, THE VENDOR WILL BE NOTIFIED BY CITY STAFF

AND TASKS SHALL BE COMPLETED WITHIN 24-48 HOURS DEPENDING ON PRIORITY LEVEL.

ALL CITY FACILITIES ARE NON-SMOKING.

ALL BIDDERS MUST BE BONDED AND INSURED.

THE SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR RE-SETTING ANY SECURITY ALARMS AND ENSURING FACILITIES ARE LOCKED.

BIDDERS EMPLOYEES MUST BE ABLE TO READ AND UNDERSTAND SPOKEN INSTRUCTIONS, WARNING LABELS, SIGNS, ETC. IN THE ENGLISH LANGUAGE.

ALL TIMES LISTED ON FACILITIES ARE ESTIMATED TIMES. THESE ARE THE HOURS YOU WILL BE WORKING WITHIN. ALL ITEMS ON THE LIST FOR THE FACILITY MUST BE COMPLETED WITHIN THESE HOURS. NOTE: YOU DO NOT HAVE TO WORK THE ENTIRE HOURS LISTED, AS LONG AS ALL ITEMS ON THE LIST ARE COMPLETED.

ALL SCHEDULE DAYS AND TIMES MAY BE AMENDED UPON THE APPROVAL OF THE CITY SECRETARY.

City personnel will perform routine task audits for after-hours facilities at the following locations:

1. City Hall, 415 N. College Ave. Justin, TX 76247
2. Justin Community Library, 408 Pafford Ave. Justin, TX 76247
3. Public Works Administration bldg., 217 E. 4th St. Justin, TX 76247

ALTERNATE BID ITEMS:

These alternate Proposal items are in addition to the base scope of services and would be utilized on an “as needed” basis. Proposals for alternate bid items shall include costs of services per task.

Alternate Bid Task #1:

Clean & Pressure Wash Exterior Walkways and Sidewalks at City Hall

Cost per occurrence: \$ 250.00 (dollars)

Alternate Bid Task #2:

Clean & Pressure Wash Building Exterior (Eves, Windows, Bricks & Gates) at City Hall

Cost per occurrence: \$ 750.00 (dollars)

***** THIS PAGE MUST BE COMPLETED OR THE PROPOSAL WILL BE REJECTED *****

INSTRUCTIONS TO BIDDERS

Terminology - Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/BID or contract (e.g., Contractor, Vendor).

1. BID INSTRUCTIONS

Completed Proposals will be received until 2:00 p.m. Friday, December 1, 2023, at City Hall, Customer Service Desk, 415 N. College Ave. Justin, TX 76247. Proposal responses received after the closing time and date will be returned unopened to the Contractor.

- A. The City WILL NOT ACCEPT a Proposal response or alterations to a BID response via fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No Proposal responses received via fax or e-mail will be considered under any circumstances.
- B. The City will not release any information of Vendor's who has received the Proposal Specifications until such Proposals have been opened and reviewed.
- C. Bidders are to bid on all items as specified. Base Bids will be awarded to one bidder based on the total bid for the services specified. Alternate Bids may be awarded to one vendor based on their total bid for all alternates.

48. ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this BID/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

49. COOPERATIVE PURCHASING

Bidders agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Justin. As such, the City of Justin has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The bidder may be asked to provide products/services, based upon the Proposal price, to any other governmental entity. Bidder/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Justin will be billed directly, and shall not be considered in any way an obligation of the City of Justin. As such, other governmental agencies will order their own products/services from the successful bidder as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as bidder/vendor, agree that all terms, conditions, specifications, and pricing will apply.

[] Yes

[] No

 Initial

****Non-response to the Cooperative Purchasing Section will indicate the bidder does not wish to participate with other governmental entities.**

50. BRAND NAMES

If items for which Proposals have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality characteristics of products that will be satisfactory. Proposals offering “equal” products will be considered for award if such products are clearly identified in the Proposals and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their Proposal that they are offering an “equal product”, their Proposal shall be considered as offering a brand name product referenced herein or in the Proposal specifications.**

**CITY OF JUSTIN
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a bid for this project, I am aware of the insurance requirements outlined in these specifications (Number 56-60). If I am awarded the bid, I will comply with all insurance requirements within 10 working days of the bid award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the bid, I understand my bid bond will be forfeited.


Signature

Matthew Rivello
Printed name

Name of Company: CTJ MAINTENANCE, INC.

Address of Company: 6565 N. MACARTHUR BLVD., Suite 225

City, State & Zip: IRVING, TX 75039



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

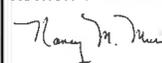
PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>AmGUARD Insurance Company</td> <td>42390</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AmGUARD Insurance Company	42390	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Ctj Maintenance, Inc 6565 N Macarthur Blvd Ste 225 Irving TX 75039																					

COVERAGES **CERTIFICATE NUMBER:** 2983147 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	CTWC412096	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate has a blanket Waiver of Subrogation for the following state(s) :TX
Job Locations: , TX

CERTIFICATE HOLDER ***INFORMATIONAL ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Justin Proposal process. The City of Justin will provide additional clarification of specifications, assistance with BID Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return it with BID.

COMPANY NAME: CTJ MAINTENANCE, INC.

REPRESENTATIVE: Matthew Rivello

ADDRESS: 6565 N. MACARTHUR BLVD., Suite 225

CITY, STATE, ZIP: IRVING, TX 75039

TELEPHONE NO. 214-624-5233

FAX NO. 214-624-5101



Minority Business Enterprise (MBE)
CTJ Maintenance, Inc.

CTJ Maintenance, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 238990: ALL OTHER SPECIALTY TRADE CONTRACTORS
NAICS 561720: DISINFECTING SERVICES
NAICS 561720: JANITORIAL SERVICES
NAICS 561720: WINDOW CLEANING SERVICES
NAICS 561740: CARPET CLEANING SERVICES
NAICS 561790: PRESSURE WASHING (E.G., BUILDINGS, DECKS, FENCES)

This Certification commences September 19, 2023 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2025
Issued Date: September 19, 2023
CERTIFICATION NO. HFMB64703Y0925

Certification Administrator



Disadvantaged Business Enterprise (DBE)
CTJ Maintenance, Inc.

CTJ Maintenance, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 238990: ALL OTHER SPECIALTY TRADE CONTRACTORS
NAICS 561720: DISINFECTING SERVICES
NAICS 561720: JANITORIAL SERVICES
NAICS 561720: WINDOW CLEANING SERVICES
NAICS 561740: CARPET CLEANING SERVICES
NAICS 561790: PRESSURE WASHING (E.G., BUILDINGS, DECKS, FENCES)

This Certification commences March 22, 2023 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: March 22, 2023
CERTIFICATION NO. HFDB46366Y0324



Certification Administrator

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1752647936900
Approval Date: June 8, 2023
Scheduled Expiration Date: July 31, 2024

In accordance with the Memorandum of Agreement between the DALLAS/FORT WORTH MINORITY SUPPLIER DEVELOPMENT COUNCIL (DFW MSDC) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

CTJ Maintenance, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **June 8, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into DFW MSDC's program, you must immediately (within 30 days of such changes) notify DFW MSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the DFW MSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

INDICATE ALL THAT APPLY:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

**REFERENCES
ATTACHMENT I**

****THIS PAGE MUST ACCOMPANY THE PROPOSAL OR PROPOSAL MAY BE REJECTED****

1. Company Denton County, Texas
Address 740 S. Mayhill Rd., Denton, TX 76208
Phone (817) 688-9101 Fax _____
Contact Austin Wells, Facility Division Manager - Administration
E-Mail Austin.Wells@dentoncounty.com

2. Company Tarrant County, Texas
Address 100 E. Weatherford Rd., Ft. Worth, TX 76102
Phone (817) 884-2878 Fax _____
Contact Robert Carter, Assistant Director - Support Services
E-Mail Rjcarter@tarrantcounty.com

3. Company City of Keller, TX
Address 1100 BEAR CREEK PKWY, KELLER, TX 76248
Phone (817) 743-4008 Fax _____
Contact Rob Campbell - Facilities Manager
E-Mail RCAMPBELL@CITYOFKELLER.COM



Recommendation Letter

To whom it may concern,

CTJ Maintenance has held Denton County's janitorial contract since 2017. In this time they have overcome many challenges and have maintained well-staffed teams and serviced over 30 government buildings. CTJ Maintenance cleans over 1 million square feet of Denton County facilities, servicing public spaces, restrooms, courtrooms, offices and high traffic areas. CTJ maintenance also provides a wide variety of floor care and specialty cleaning upon request.

The management team for CTJ maintenance excels in responsiveness and professionalism. CTJ has consistently provided excellent janitorial service for Denton County. During the height of the pandemic CTJ maintained staff and materials, being able to continue contracted service without interruption. CTJ works to customize any task list that best services the customer's needs. The management team is able to resolve issues in a timely manner, and their billing is consistently accurate.

I recommend CTJ Maintenance for janitorial service or any specialty cleaning that your organization needs.

Austin D. Wells
Facility Division Manager - Administration
Denton County
Office: 940-349-2970
Cell: 817-688-9101

A handwritten signature in black ink, appearing to read "Austin D. Wells", is written over a horizontal line. Below the signature, the date "6/13/22" is handwritten in black ink.



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DAVID PHILLIPS
DIRECTOR

March 25, 2020

To Whom It May Concern:

CTJ Maintenance has provided custodial services to Tarrant County since April 2008.

CTJ has serviced the majority of our buildings throughout Tarrant County; providing cleaning to our offices, training rooms, restrooms, break rooms and public areas. Collectively our buildings total over 3 million square feet, with our downtown campus accounting for 2.25 million square feet.

Tarrant County is a government entity that provides services to its citizens and the general public. It is essential that our facilities are maintained properly. CTJ Maintenance has met our expectations for custodial services. Their staff has been professional and responsive to our request.

I would recommend CTJ Maintenance to anyone in need of custodial maintenance services for their facilities.

Sincerely,

Robert Carter 3-25-2020
Assistant Director-Support Services



To Whom it may Concern,

I am writing to recommend the services of CTJ Maintenance. I have been using their services for about 5 Years now, and have been completely satisfied with their services.

They do an excellent job, are always punctual and are readily available when I need them most.

We have hired them, on occasions, for extra jobs like window cleaning, waxing VCT and Terrazzo floors and deep cleaning facilities. They have been reasonably priced and have done exactly what we asked them to do.

I am happy to recommend CTJ Maintenance. If you have any questions please feel free to contact me.

Robert Campbell

Robert Campbell 2/3/2023

Facilities Manager

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

CTJ MAINTENANCE, INC.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Matthew Kullo

Signature of person doing business with the governmental entity

11/27/2023

Date

Adopted 06/29/2007

****THIS PAGE MUST BE COMPLETED OR BID MAY BE REJECTED****

Bid Bond

CONTRACTOR:

(Name, legal status and address)
 CTJ Maintenance, Inc.
 6565 N. MacArthur Blvd., Suite 225
 Irving, TX 75039

SURETY:

(Name, legal status and principal place of business)
 Merchants National Bonding, Inc.
 P.O. Box 14498
 Des Moines, IA 50306 - 3498

OWNER:

(Name, legal status and address)
 City of Justin
 415 N College Ave
 Justin, TX 76247

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)
 IFB 23-0016 Janitorial Services

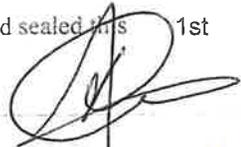
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

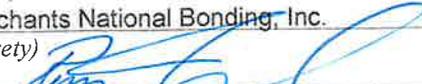
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of December, 2023

(Witness) 

CTJ Maintenance, Inc. *(Seal)*
(Principal)
 PRESIDENT
(Title)

(Witness) 
 Luis Salinas

Merchants National Bonding, Inc. *(Seal)*
(Surety)

(Title) Russ Frenzel, Attorney-in-Fact

Init.



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristen Ortiz; Lorena Gutierrez; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; Veronica Ramos; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

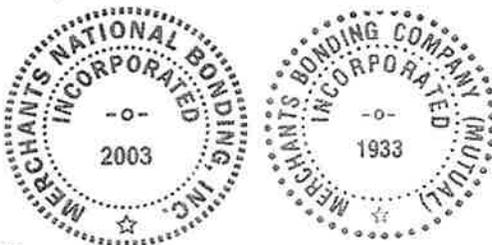
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January, 2023.

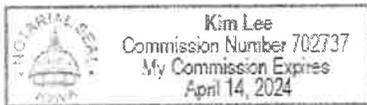


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of December, 2023.




Secretary