

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
FEBRUARY 8, 2024
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”*

PRESENTATION

1. Update from Oncor representative regarding the Ramhorn Hill 345 kv Transmission Line Project.

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 Creek Developers Agreement
 - Treeline Water and Sewer Retail Agreement
 - Oliver Creek Developers Agreement
 - Justin Crossing Commercial
 - Oncor Transmission Line
 - The Preserve

Convene into executive session.
Adjourn into open meeting.

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

UPCOMING MEETINGS AND EVENTS

February 12 - Fire Department Transition Town Hall
February 13 - Parks and Recreation Advisory Board
February 14 - State of the Communities
February 15 - EDC/CDC Meeting
February 20 - Planning and Zoning Meeting
February 22 - City Council Meeting
February 26 - Open House/ unified development code (located at the Country Abbey)

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.

STAFF REPORTS

3. Quarterly Investment Report.

CONSENT AGENDA

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

4. Consider and take appropriate action to approve City Council minutes dated January 25, 2024.
5. Consider and take appropriate action approving Ordinance 767-24 on second reading calling for a General Municipal Election to be held on Saturday, May 4, 2024 to elect Three (3) City Council members to City Council Place four, Place five, and Place six to serve two (2) year terms, authorizing the notice of election; authorizing a joint election order with other Denton County political subdivisions; and authorizing the City Secretary to enter into a contract with Denton County, Texas for election services fixing the time, place and manner of holding said election; and providing an effective date.
6. Consider and take appropriate action on second reading approving Ordinance 769-24 regarding a Specific Use Permit for a Temporary Batch Plant legally described as A0439A M. GARNETT, TR 6A, Generally located north of FM 407 and Timberbrook Parkway.

ITEMS PULLED FROM CONSENT AGENDA

PUBLIC HEARING

7. Public Hearing to consider and take appropriate action on the first reading approving Ordinance

768-24 regarding 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.

8. Public Hearing to consider testimony regarding the dissolution of the existing Timberbrook Public Improvement District No. 2 previously created pursuant to Resolution No. 626-23 and act upon Resolution 650-24 dissolving the existing Timberbrook Public Improvement District No. 2.
9. Public Hearing to consider testimony regarding the creation of the Timberbrook Public Improvement District No. 2 and act upon Resolution 651-24 creating the Timberbrook Public Improvement District No. 2.
10. Public Hearing to consider and act upon Resolution 649-24 for a Replat to subdivide one lot into two lots legally described as Lot 8R and Lot 8R1, Fox Bane Estates. Generally located north from the intersection of Sam Reynolds Road and Mary Polk Road.

WORKSHOP

11. Discussion regarding award of contract for Waste Management Services.
12. Water Conservation & Drought Contingency Plans Updates.
13. Discussion regarding the Charter Review Committee.
14. Discussion regarding Resolution 647-24 approving the proposed contract between the City of Justin and Great Northwest Soccer Association (GNWSA).
15. Discussion regarding the New Gen Update.
16. Discussion regarding the Unified Development Code, Ad Valorem Analysis, and Master Water/Sewer Plan Update.

POSSIBLE ACTION ITEMS

17. Consider and take appropriate action approving Resolution 645-24 to award contract for Waste Management Services.
18. Consider and take appropriate action regarding Resolution 646-24 declaring expectation to reimburse expenditures related to fire station CIP costs with proceeds from future debt.
19. Consider and take appropriate action regarding Resolution 647-24 approving a contract between the City of Justin & Great Northwest Soccer Association (GNWSA).

FUTURE AGENDA ITEMS

ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 2nd

day of February, 2024 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews, City Secretary



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 3. (STAFF REPORTS)

Title: Quarterly Investment Report.

Department: Finance

Contact: Josh Armstrong, Finance Director

Recommendation:

This report is provided for informational purposes only and does not require City Council action.

Background:

City Attorney Review: No

Attachments:

1. CoJ-QIR-Q1

City of Justin
Quarterly Investment Report
October 1, 2023 - December 31, 2023

As of December 31, 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 December 31, 2023 is

\$ 14,694,509.53 components are as follows:

<u>Month</u>	<u>TexStar</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Oct-23	Impact Fee Account	\$ 490,621.15	5.3231%	\$ 2,207.79
Nov-23		492,770.74	5.3307%	2,149.59
Dec-23		495,004.70	5.3378%	2,233.96
Oct-23	Series 2009A Parks	26,628.69	5.3231%	119.82
Nov-23		26,745.36	5.3307%	116.67
Dec-23		26,866.59	5.3378%	121.23
Oct-23	Boss Range Road	127,899.76	5.3231%	575.56
Nov-23		128,460.13	5.3307%	560.37
Dec-23		129,042.50	5.3378%	582.37
Oct-23	Seizure Fund	7,761.87	5.3231%	34.96
Nov-23		7,795.86	5.3307%	33.99
Dec-23		7,831.21	5.3378%	35.35
Oct-23	CO Series 2019	2,283,541.32	5.3231%	10,275.93
Nov-23		2,293,546.34	5.3307%	10,005.02
Dec-23		485,046.44	5.3378%	5,882.92
Oct-23	TWDB Debt Service	158,245.92	5.3231%	712.11
Nov-23		158,939.26	5.3307%	693.34
Dec-23		159,659.80	5.3378%	720.54
Oct-23	West Side Sewer Construction Fund	9,325,122.55	5.3231%	41,963.07
Nov-23		6,051,142.78	5.3307%	31,833.64
Dec-23		5,222,370.77	5.3378%	25,182.99

<u>Month</u>	<u>Justin State Bank</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Oct-23	Utility Deposits	\$ 5,709.72	0.05%	\$ 1.17
Nov-23		5,710.19	0.05%	0.47
Dec-23		5,710.58	0.05%	0.39
Oct-23	General Operating	\$ 92,553.32	0.05%	19.01

Nov-23		92,563.21	0.05%	9.89
Dec-23		92,567.14	0.05%	3.93

Oct-23	Community Library	2,502.80	N/A	N/A
Nov-23		2,502.80	N/A	N/A
Dec-23		2,502.80	N/A	N/A

Month	Chase Bank*	Market Value	Avg. Yield	Interest
Oct-23	General Operating	\$ 1,904,134.89	N/A	N/A
Nov-23		2,483,211.71	N/A	N/A
Dec-23		4,880,236.68	N/A	N/A
Oct-23	Utility Deposits	580,845.35	N/A	N/A
Nov-23		585,995.35	N/A	N/A
Dec-23		593,316.35	N/A	N/A
Oct-23	PID IA#1	256,083.40	N/A	N/A
Nov-23		264,556.20	N/A	N/A
Dec-23		758,725.78	N/A	N/A
Oct-23	Tax Account	1,130,016.05	N/A	N/A
Nov-23		1,142,200.99	N/A	N/A
Dec-23		1,624,701.14	N/A	N/A
Oct-23	Security & Technology	17,070.33	N/A	N/A
Nov-23		17,070.33	N/A	N/A
Dec-23		17,070.33	N/A	N/A
Oct-23	Water Operating	150.00	N/A	N/A
Nov-23		150.00	N/A	N/A
Dec-23		150.00	N/A	N/A
Oct-23	PID IA#2	23,064.26	N/A	N/A
Nov-23		24,860.20	N/A	N/A
Dec-23		193,706.72	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
October 1, 2023 - December 31, 2023

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 December 31, 2023 is **\$945,936.30** components are as follows:

<u>Month</u>	<u>TexStar</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Oct-23	EDC 4B Reserves	\$ 286,800.33	5.3231%	\$ 1,290.58
Nov-23		288,056.91	5.3307%	1,256.58
Dec-23		289,362.81	5.3378%	1,305.90

<u>Month</u>	<u>Chase Bank*</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Oct-23	Justin Community Development	\$ 626,071.01	N/A	N/A
Nov-23	Corporation	\$ 624,571.01	N/A	N/A
Dec-23		\$ 656,573.49	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
October 1, 2023 - December 31, 2023

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 December 31, 2023 is **\$1,157,024.41** components are as follows:

<u>Month</u>	<u>TexStar</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Oct-23	EDC 4A Reserves	\$ 225,624.61	5.3231%	\$ 1,015.33
Nov-23		226,613.15	5.3307%	988.54
Dec-23		227,640.50	5.3378%	1,027.35

<u>Month</u>	<u>Chase Bank*</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Oct-23	Justin Economic Development	\$ 893,521.43	N/A	N/A
Nov-23	Corporation	896,021.43	N/A	N/A
Dec-23		929,383.91	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
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 4. (CONSENT AGENDA)

Title: Consider and take appropriate action to approve City Council minutes dated January 25, 2024.

Department: Administration

Contact: Brittany Andrews, City Secretary

Recommendation:

Approve City Council minutes as presented.

Background:

City Attorney Review: No

Attachments:

1. January 25, 2024 CC Minutes (3)

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

MINUTES

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

Justin City Council Regular Session Meeting - January 25, 2024

CALL TO ORDER

The Justin City Council Meeting convened into a Regular Session being open to the public on January 25, 2024 at 5:30 PM in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit:

Present

Mayor Clark and Councilman Jones, Councilman Mendoza, Councilman Mounce, Councilwoman Linenkugel, Councilman James, and Councilwoman Hartle.

Absent

City Staff: Interim City Manager, Jarrod Greenwood, City Secretary, Brittany Andrews, Public Works Director, Josh Little, Director of Development Services, Matt Cyr and City Attorney, Matthew Boyle.

Convene into Session: Mayor Clark called the meeting to order at 5:32PM
Invocation led by: Pastor, Jeremy Laux

BUSINESS INTRODUCTION

- Justin Metal Recycling

PRESENTATION

- Update from Oncor representative regarding the Ramhorn Hill 345 kv Transmission Line

Project.

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 Creek Developers Agreement
 - Treeline Water and Sewer Retail Agreement
 - Oliver Creek Developers Agreement
 - Justin Crossing Commercial
 - Oncor Transmission Line
- 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 at 5:45PM
Adjourn into open meeting at 6:43PM

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

UPCOMING MEETINGS AND EVENTS

January 29 - Fire Department Town Hall
February 5 - Municipal Court
February 8 - City Council Meeting
February 12 - Fire Department Transition Town Hall
February 13 - Parks and Recreation Advisory Board
February 14 - State of the Communities
February 15 - EDC/CDC Meeting
February 20 - Planning and Zoning Meeting
February 22 - City Council Meeting
February 26 - Open House/ unified development code (located at the Country Abbey)

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.

Greg Scott - address on file, comment on record

Johnnie Holcomb- address on file, comment/presentation on record

CONSENT AGENDA

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

Councilmember Mounce moved to Approve item as presented.

Seconded by: Councilmember Hartle

Aye votes: Mayor Clark, Councilmember Mounce, Councilmember Jones, Councilmember Mendoza, Councilmember James, Councilmember Hartle, Councilmember Linenkugel Motion Passed

3. Consider and take appropriate action to approve City Council minutes dated January 11, 2024.
4. Consider and take appropriate action to approve Resolution 638-24 directing City Staff to repay erroneous sales tax to the State of Texas.
5. Consider and take appropriate action on Resolution 639-24 amending the Master Fee Schedule.
6. Consider and take appropriate action upon Resolution 640-24 for a Final Plat for Ladera Timberbook, legally described as Lot 1 Block A. Generally located northwest from the intersection of FM 407 and Timberbook Parkway.
7. Consider and take appropriate action to approve Resolution 641-24 authorizing the City of Justin to apply for and receive grant funds from the Office of the Governor via the Criminal Justice Division Fiscal Year 2025 grant cycle.
8. Consider and take appropriate action to approve Resolution 642-24 authorizing the City of Justin to apply for and receive grant funds from the Office of the Governor via the Criminal Justice Division Fiscal Year 2025 grant cycle.
9. Consider and take appropriate action approving Ordinance 767-24 on first reading, calling for a General Municipal Election to be held on Saturday, May 4, 2024 to elect Three (3) City Council members to City Council Place four, Place five, and Place six to serve two (2) year terms, authorizing the notice of election; authorizing a joint election order with other Denton County political subdivisions; and authorizing the City Secretary to enter into a contract with Denton County, Texas for election services fixing the time, place and manner of holding said election; and providing an effective date.
10. Consider and take appropriate action on Resolution 643-24 to City Council for a Final Plat for Timberbrook Phase 7 legally described as LOTS 1-50, 51X, BLOCK 39, LOTS 1-12, BLOCK

40, LOTS 13-16, BLOCK 45, LOTS 1-16, BLOCK 48, LOTS 1-23, BLOCK 62, LOTS 1-22, BLOCK 63, LOTS 1-23, BLOCK 64, LOTS 1-32, 33X, BLOCK 65, LOTS 1-30, 31X, BLOCK 66, LOT 1X, BLOCK 67, LOT 1X, BLOCK 68. Generally located northwest from the intersection of FM 407 and Timberbrook Parkway.

ITEMS PULLED FROM CONSENT AGENDA

PUBLIC HEARING

11. Public Hearing and first reading on Ordinance 768-24 regarding 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.

Mayor Clark opened the public hearing at 7:10 PM and closed the public hearing at 7:15 PM.

Greg Scott - address on file, comment on record

Traci Kirkpatrick - address on file, comment on record

Mayor Pro Tem, Mounce moved to table the item until February 8, 2024.

Seconded by: Councilwoman Linenkugel

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

Nay votes: Councilwoman Hartle and Councilman James

Motion carries

12. Public Hearing and first reading on Ordinance 769-24 regarding a Specific Use Permit for a Temporary Batch Plant legally described as A0439A M. GARNETT, TR 6A, Generally located north of FM 407 and Timberbrook Parkway.

Mayor Clark opened the public hearing at 7:21 PM and closed the public hearing at 7:23 PM.

Shelby St. Claire - address on file, comment on record

Councilman James moved to approve the item as presented.

Seconded by: Councilwoman Linenkugel

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

Motion carries

WORKSHOP

13. Discussion regarding the benchmark city compensation analysis.
14. Discussion regarding the Gaston House timeline update.
15. Discuss the Oncor Ramhorn Hill transmission line.

POSSIBLE ACTION ITEMS

16. Consider and act upon Resolution 644-24 approving a lease-purchase agreement to finance police

department computers and related computer equipment.

Councilmember Mendoza moved to Approve the item as presented.

Seconded by: Councilmember Hartle

Aye votes: Mayor Clark, Councilmember Mounce, Councilmember Jones, Councilmember Mendoza, Councilmember James, Councilmember Hartle, Councilmember Linenkugel

Motion Passed

FUTURE AGENDA ITEMS

Future items are on record.

Convene into executive session at 8:17PM

Adjourn into open meeting at 9:29PM

ADJOURN

With there being no further business, the meeting was adjourned at 9:30 PM

Brittany Andrews

Brittany Andrews, City Secretary

Seal:



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider and take appropriate action approving Ordinance 767-24 on second reading calling for a General Municipal Election to be held on Saturday, May 4, 2024 to elect Three (3) City Council members to City Council Place four, Place five, and Place six to serve two (2) year terms, authorizing the notice of election; authorizing a joint election order with other Denton County political subdivisions; and authorizing the City Secretary to enter into a contract with Denton County, Texas for election services fixing the time, place and manner of holding said election; and providing an effective date.

Department: Administration

Contact: Brittany Andrews, City Secretary

Recommendation:

Staff recommends approval

Background:

With three (3) Councilmembers having expiring terms in May 2024, it is necessary to order a General Election to fill upcoming vacancies. Current seats with terms expiring in May are Place four, Place five, and Place six to serve two (2) year terms.

City Attorney Review: N/A

Attachments:

1. ORDINANCE 767.24 May 2024 Election Order

ORDINANCE NO. 767-24

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS ("CITY"), CALLING FOR A GENERAL MUNICIPAL ELECTION ON SATURDAY, MAY 4, 2024, TO ELECT THREE (3) CITY COUNCIL MEMBERS TO CITY COUNCIL PLACE FOUR, PLACE FIVE, AND PLACE SIX TO SERVE TWO (2) YEAR TERMS; AUTHORIZING NOTICE OF ELECTION; AUTHORIZING A JOINT ELECTION ORDER WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING THE CITY SECRETARY TO ENTER INTO AN AGREEMENT WITH DENTON COUNTY FOR THE ELECTION; FIXING THE TIME, PLACE, AND MANNER OF HOLDING SAID ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the provisions of State law the City Council shall call a General Municipal Election to elect three (3) City Council Members to City Council Place four, Place five, and Place six to serve (2) year terms; and

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

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

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

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

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

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

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

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

SECTION 2. That, a General Municipal Election be and the same is hereby ordered to be held on the first Saturday in May 2024, the same being May 4, 2024, to elect three (3) City Council Members to Place four, Place five, and Place six to serve two (2) year terms.

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

SECTION 4. That, the election shall be held jointly with the Denton County, and other Denton County governmental entities on May 4, 2024, pursuant to Section 11 of the Texas Education Code and Section 271 of the Texas Election Code. The costs of said election shall be shared by the governmental entities as set forth in the Election Services Contract which will be on file in the City Secretary's office.

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

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

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

SECTION 9. The City Secretary, with the concurrence of the City Council, is hereby authorized to execute the Election Services Contract, and any amendments thereto, on behalf of the City. The City Secretary is authorized to prepare a Notice of Election as prescribed by the Texas Election Code, to be posted not later than Saturday, April 13, 2024, and published in accordance with the provisions of the Code and the City Charter one time, no earlier than Thursday, April 4, 2024 and no later than Wednesday, April 24, 2024.

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

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 25th DAY OF JANUARY , 2024.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE 8th DAY OF FEBRUARY, 2024.

APPROVED:

Mayor, James Clark

ATTEST:

City Secretary, Brittany Andrews

APPROVED AS TO FORM:

City Attorney, Matthew Boyle



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider and take appropriate action on second reading approving Ordinance 769-24 regarding a Specific Use Permit for a Temporary Batch Plant legally described as A0439A M. GARNETT, TR 6A, Generally located north of FM 407 and Timberbrook Parkway.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration based on the request.

Background:

EXECUTIVE SUMMARY: The Applicant is requesting to a temporary batch plant to mitigate construction traffic to the site for Phases 5, 6, and 7. The applicant will have approximately a 2,400 foot setback from the nearest residential use and will also have dust control equipment onsite. The estimated timeframe onsite would be three weeks.

DETAILS: In July of 2022, City Council adopted a new ordinance governing all temporary batch plants. This ordinance includes several conditions for operation:

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

The Applicant does and will comply with all of these provisions before construction starts if granted the Specific Use Permit.

City Attorney Review: No

Attachments:

1. PZ Packet- Temporary Batch Plant

2. Proposed Ordinance 769.24- Timberbrook Batch Plant Ph 7



Planning and Zoning Commission Coversheet
December 19, 2023
415 N. COLLEGE AVE.

Agenda Item: C. (PUBLIC HEARING:)

Title: Conduct a Public Hearing to hear concerns for or against a Specific Use Permit for a Temporary Batch Plant legally described as A0439A M. GARNETT, TR 6A, Generally located north of FM 407 and Timberbrook Parkway.

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration based on the request.

Background:

APPLICANT: Joshua Crowley, Chris Harper Construction

EXECUTIVE SUMMARY: The Applicant is requesting to a temporary batch plant to mitigate construction traffic to the site for Phases 5, 6, and 7. The applicant will have approximately a 2,400 foot setback from the nearest residential use and will also have dust control equipment onsite. The estimated timeframe onsite would be three weeks.

DETAILS: In July of 2022, City Council adopted a new ordinance governing all temporary batch plants. This ordinance includes several conditions for operation:

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

The Applicant does and will comply with all of these provisions before construction starts if granted the Specific Use Permit.

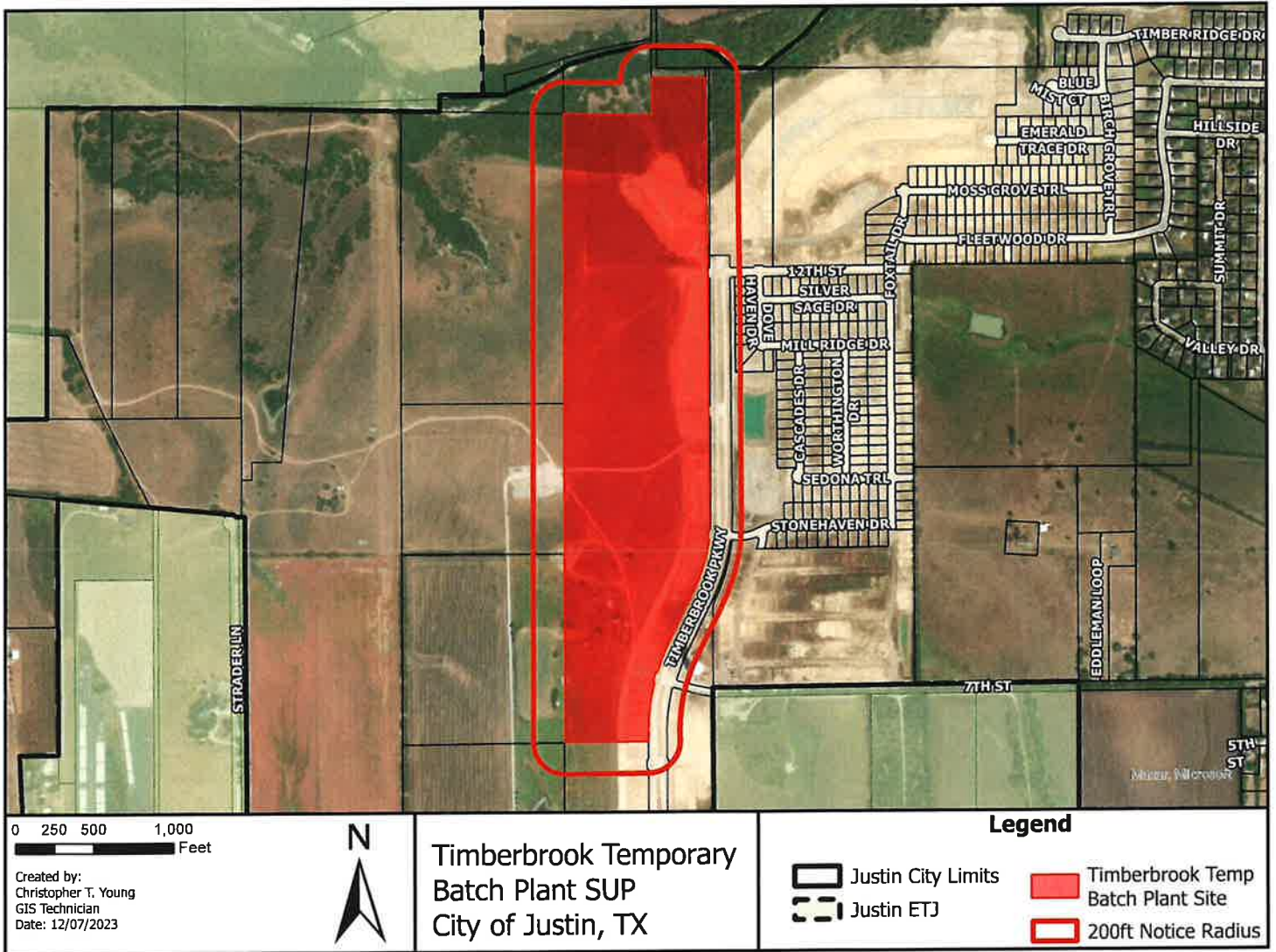
ACTION CONSIDERED:

1. Make a recommendation to City Council to approve, approve with conditions, table with clarification and intent or deny.
-

City Attorney Review: N/A

Attachments:

1. Buffer Map Timberbrook Temp Batch Plant
2. Site Location- Temp. Batch Plant
3. Supporting Documentation



City Of Justin

Temporary Batch Plant Permit Comments

Written Review: N/A

Engineering: No Comments

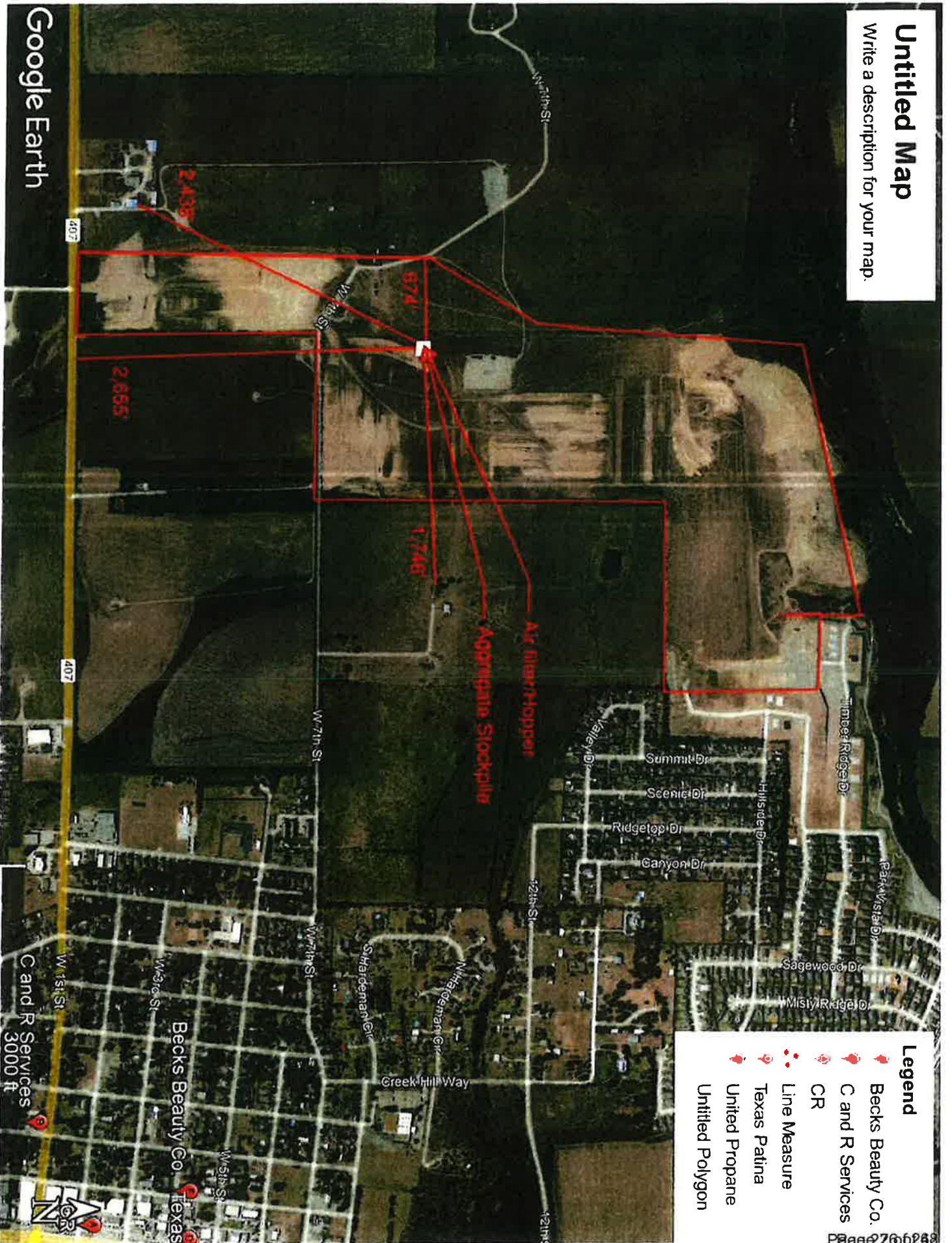
Public Works Comments: No Comments

Fire Comments:

1. Site plan for batch mixing site required. Include all temporary buildings, fire safety elements (fire extinguishers) and fire department access. **Site plan is attached. No temporary buildings will be on-site. Fire access will be through Timberbrook Parkway directly to the plant or 7th street. Fire extinguishers are on-site attached to pavers as well as plant equipment.**
2. Details for generator to include fuel storage capacity & secondary containment. **Generator details as follows**
Manufacturer – Caterpillar
Model Number – 3412 SN IEZ61453
Manufacturer Date – 2001
Horsepower rating 793b
Storage Capacity – 300 Gallons, no secondary containment.

Untitled Map

Write a description for your map.



SELECT APPLICATION TYPE

☐ Zoning Change ☒ Special Use Permit ☐ Planned Development

DEVELOPMENT

Project Address East of W. 7th Street & Edleman Loop
Project Name Timberbrook Phase 4B, 5, 6, & 7
Legal Description Timberbrook Phase 4B, 5, 6, & 7 Acreage 171.10
Current Zoning Residential Proposed Zoning N/A
Current Use N/A Proposed Use N/A

OWNER INFORMATION

Company/Name Clint Vincent
Attorney In Fact
Bloomfield Properties, INC.
Contact Name General Partner
Address 1050 E Hwy 114 City Southlake State TX Zip 76092
Phone 972-939-3882 Suite 210 Email cl.vt@bloomfieldpros.net

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 Chris Harg Construction, LLC Contact Name Joshua Crowley
Address 17388 CR. 543 City Nevada State TX Zip 75173
Phone 214-842-1143 Email Josh@chrishargconstruction.com

CERTIFICATION

I certify that the above information is correct and complete to the best of my knowledge 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.


Owner Signature

11-10-23
Date

Clint Vincent
Attorney In Fact
Bloomfield Properties, INC
General Partner
Owner Name (Print)


Agent Signature

11/9/23
Date

Joshua Crowley
Agent Name (Print)



11/8/23

City of Justin Specific Use Permit
Temporary Batch Plant Permit
Timberbrook Ph. 4B, 5, 6, 7

On Behalf of Chris Harp Construction, I am submitting the following information with attachments regarding the utilization of a temporary concrete batch plant for the residential street paving of Timberbrook PH. 4B, 5, 6, & 7. The temporary concrete batch plant will be on site for approximately 3 weeks for all phases and will supply concrete for the street improvements on a public works project. Please be advised that a TCEQ permit is in place to operate this batch plant on site.

Please call me at the number listed below should you have any questions or concerns regarding this project.

Sincerely,
Joshua Crowley
Cell: 214-842-1143
Office- 469-344-7686
josh@chrisharpconstruction.com

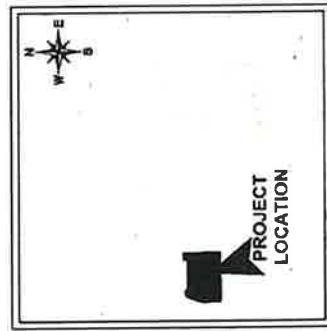
17388 County Rd 543
Nevada, TX 75173

THE CITY OF JUSTIN, TEXAS PLANS FOR THE CONSTRUCTION OF SEWER, WATER, PAVING, DRAINAGE & STREET LIGHTS FOR TIMBERBROOK PHASE 5

OWNED DEVELOPED BY



DEVELOPED BY



VICINITY MAP
N7S

LOCATED IN
CITY OF JUSTIN
DENTON COUNTY, TEXAS

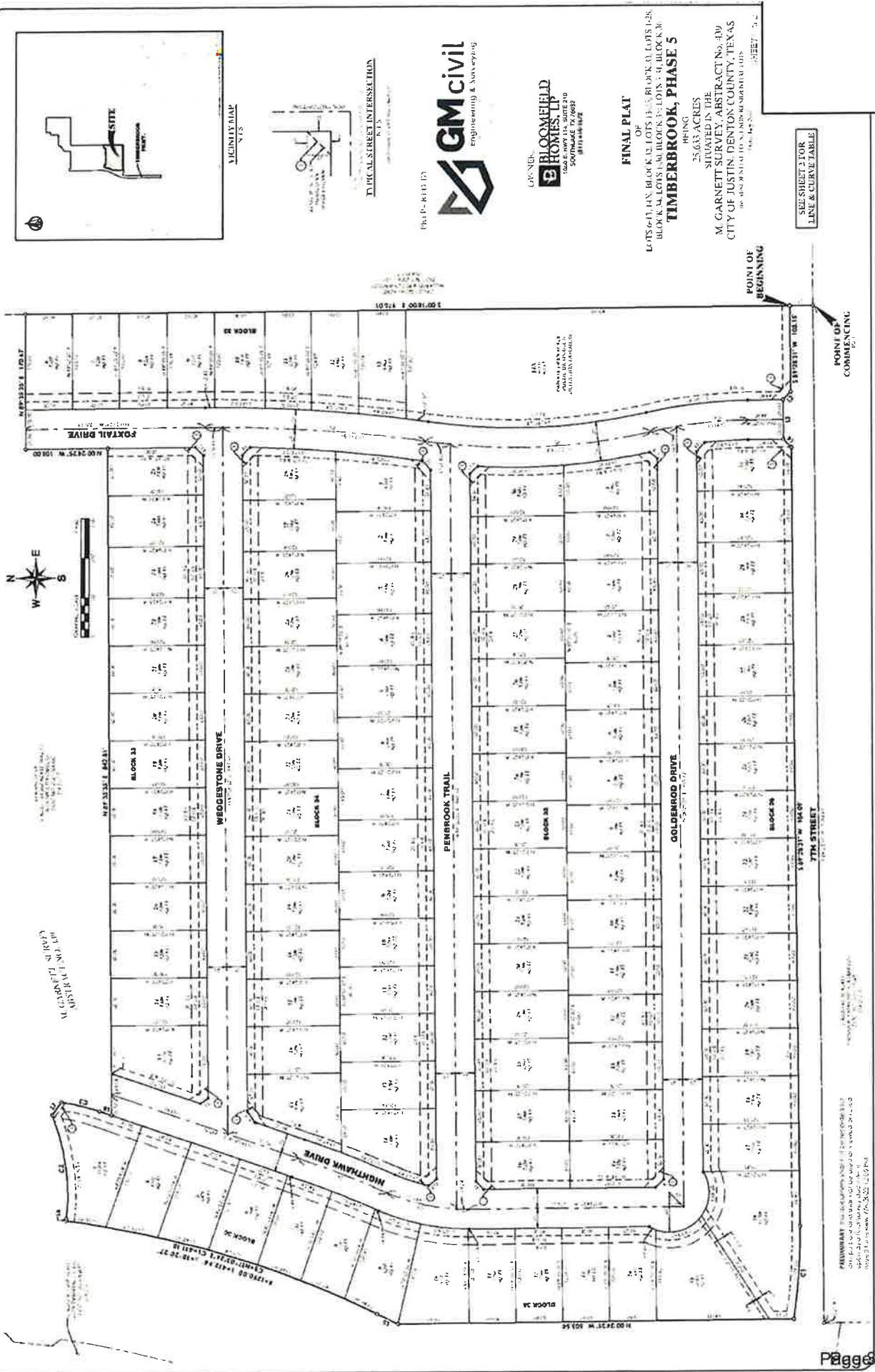
INDEX OF DRAWINGS

SHEET NO	DESCRIPTION
1-2	FINAL PLAN
3	FINAL PLAN
4	FINAL PLAN
5	FINAL PLAN
6	FINAL PLAN
7	FINAL PLAN
8	FINAL PLAN
9	FINAL PLAN
10	FINAL PLAN
11	FINAL PLAN
12	FINAL PLAN
13	FINAL PLAN
14	FINAL PLAN
15	FINAL PLAN
16	FINAL PLAN
17	FINAL PLAN
18	FINAL PLAN
19	FINAL PLAN
20	FINAL PLAN
21	FINAL PLAN
22	FINAL PLAN
23	FINAL PLAN
24	FINAL PLAN
25	FINAL PLAN
26	FINAL PLAN
27	FINAL PLAN
28	FINAL PLAN
29	FINAL PLAN
30	FINAL PLAN
31	FINAL PLAN
32	FINAL PLAN
33	FINAL PLAN
34	FINAL PLAN
35	FINAL PLAN
36	FINAL PLAN
37	FINAL PLAN
38	FINAL PLAN
39	FINAL PLAN
40	FINAL PLAN
41	FINAL PLAN
42	FINAL PLAN
43	FINAL PLAN
44	FINAL PLAN
45	FINAL PLAN
46	FINAL PLAN
47	FINAL PLAN
48	FINAL PLAN
49	FINAL PLAN
50	FINAL PLAN
51	FINAL PLAN
52	FINAL PLAN
53	FINAL PLAN
54	FINAL PLAN



ENGINEER'S SEAL
JUSTIN, TEXAS
JULY 2022

JULY 2022



[illegible]

FLOOPIAN RESTRICTION

[illegible][illegible][illegible][illegible]

THE UNIVERSITY OF CHICAGO PRESS
530 N. Dearborn St., Chicago, Ill. 60610
U.S.A. and Canada
£10.00 net (U.K.)
£12.00 net (Europe)
£14.00 net (Australia)
£16.00 net (Japan)
£18.00 net (South Africa)
£20.00 net (India)
£22.00 net (Africa)
£24.00 net (Asia)
£26.00 net (Latin America)
£28.00 net (Middle East)
£30.00 net (Russia)
£32.00 net (Central America)
£34.00 net (Caribbean)
£36.00 net (South America)
£38.00 net (North America)
£40.00 net (Europe)
£42.00 net (Asia)
£44.00 net (Africa)
£46.00 net (Latin America)
£48.00 net (Middle East)
£50.00 net (Russia)
£52.00 net (Central America)
£54.00 net (Caribbean)
£56.00 net (South America)
£58.00 net (North America)
£60.00 net (Europe)
£62.00 net (Asia)
£64.00 net (Africa)
£66.00 net (Latin America)
£68.00 net (Middle East)
£70.00 net (Russia)
£72.00 net (Central America)
£74.00 net (Caribbean)
£76.00 net (South America)
£78.00 net (North America)
£80.00 net (Europe)
£82.00 net (Asia)
£84.00 net (Africa)
£86.00 net (Latin America)
£88.00 net (Middle East)
£90.00 net (Russia)
£92.00 net (Central America)
£94.00 net (Caribbean)
£96.00 net (South America)
£98.00 net (North America)
£100.00 net (Europe)
£102.00 net (Asia)
£104.00 net (Africa)
£106.00 net (Latin America)
£108.00 net (Middle East)
£110.00 net (Russia)
£112.00 net (Central America)
£114.00 net (Caribbean)
£116.00 net (South America)
£118.00 net (North America)
£120.00 net (Europe)
£122.00 net (Asia)
£124.00 net (Africa)
£126.00 net (Latin America)
£128.00 net (Middle East)
£130.00 net (Russia)
£132.00 net (Central America)
£134.00 net (Caribbean)
£136.00 net (South America)
£138.00 net (North America)
£140.00 net (Europe)
£142.00 net (Asia)
£144.00 net (Africa)
£146.00 net (Latin America)
£148.00 net (Middle East)
£150.00 net (Russia)
£152.00 net (Central America)
£154.00 net (Caribbean)
£156.00 net (South America)
£158.00 net (North America)
£160.00 net (Europe)
£162.00 net (Asia)
£164.00 net (Africa)
£166.00 net (Latin America)
£168.00 net (Middle East)
£170.00 net (Russia)
£172.00 net (Central America)
£174.00 net (Caribbean)
£176.00 net (South America)
£178.00 net (North America)
£180.00 net (Europe)
£182.00 net (Asia)
£184.00 net (Africa)
£186.00 net (Latin America)
£188.00 net (Middle East)
£190.00 net (Russia)
£192.00 net (Central America)
£194.00 net (Caribbean)
£196.00 net (South America)
£198.00 net (North America)
£200.00 net (Europe)
£202.00 net (Asia)
£204.00 net (Africa)
£206.00 net (Latin America)
£208.00 net (Middle East)
£210.00 net (Russia)
£212.00 net (Central America)
£214.00 net (Caribbean)
£216.00 net (South America)
£218.00 net (North America)
£220.00 net (Europe)
£222.00 net (Asia)
£224.00 net (Africa)
£226.00 net (Latin America)
£228.00 net (Middle East)
£230.00 net (Russia)
£232.00 net (Central America)
£234.00 net (Caribbean)
£236.00 net (South America)
£238.00 net (North America)
£240.00 net (Europe)
£242.00 net (Asia)
£244.00 net (Africa)
£246.00 net (Latin America)
£248.00 net (Middle East)
£250.00 net (Russia)
£252.00 net (Central America)
£254.00 net (Caribbean)
£256.00 net (South America)
£258.00 net (North America)
£260.00 net (Europe)
£262.00 net (Asia)
£264.00 net (Africa)
£266.00 net (Latin America)
£268.00 net (Middle East)
£270.00 net (Russia)
£272.00 net (Central America)
£274.00 net (Caribbean)
£276.00 net (South America)
£278.00 net (North America)
£280.00 net (Europe)
£282.00 net (Asia)
£284.00 net (Africa)
£286.00 net (Latin America)
£288.00 net (Middle East)
£290.00 net (Russia)
£292.00 net (Central America)
£294.00 net (Caribbean)
£296.00 net (South America)
£298.00 net (North America)
£300.00 net (Europe)
£302.00 net (Asia)
£304.00 net (Africa)
£306.00 net (Latin America)
£308.00 net (Middle East)
£310.00 net (Russia)
£312.00 net (Central America)
£314.00 net (Caribbean)
£316.00 net (South America)
£318.00 net (North America)
£320.00 net (Europe)
£322.00 net (Asia)
£324.00 net (Africa)
£326.00 net (Latin America)
£328.00 net (Middle East)
£330.00 net (Russia)
£332.00 net (Central America)
£334.00 net (Caribbean)
£336.00 net (South America)
£338.00 net (North America)
£340.00 net (Europe)
£342.00 net (Asia)
£344.00 net (Africa)
£346.00 net (Latin America)
£348.00 net (Middle East)
£350.00 net (Russia)
£352.00 net (Central America)
£354.00 net (Caribbean)
£356.00 net (South America)
£358.00 net (North America)
£360.00 net (Europe)
£362.00 net (Asia)
£364.00 net (Africa)
£366.00 net (Latin America)
£368.00 net (Middle East)
£370.00 net (Russia)
£372.00 net (Central America)
£374.00 net (Caribbean)
£376.00 net (South America)
£378.00 net (North America)
£380.00 net (Europe)
£382.00 net (Asia)
£384.00 net (Africa)
£386.00 net (Latin America)
£388.00 net (Middle East)
£390.00 net (Russia)
£392.00 net (Central America)
£394.00 net (Caribbean)
£396.00 net (South America)
£398.00 net (North America)
£400.00 net (Europe)
£402.00 net (Asia)
£404.00 net (Africa)
£406.00 net (Latin America)
£408.00 net (Middle East)
£410.00 net (Russia)
£412.00 net (Central America)
£414.00 net (Caribbean)
£416.00 net (South America)
£418.00 net (North America)
£420.00 net (Europe)
£422.00 net (Asia)
£424.00 net (Africa)
£426.00 net (Latin America)
£428.00 net (Middle East)
£430.00 net (Russia)
£432.00 net (Central America)
£434.00 net (Caribbean)
£436.00 net (South America)
£438.00 net (North America)
£440.00 net (Europe)
£442.00 net (Asia)
£444.00 net (Africa)
£446.00 net (Latin America)
£448.00 net (Middle East)
£450.00 net (Russia)
£452.00 net (Central America)
£454.00 net (Caribbean)
£456.00 net (South America)
£458.00 net (North America)
£460.00 net (Europe)
£462.00 net (Asia)
£464.00 net (Africa)
£466.00 net (Latin America)
£468.00 net (Middle East)
£470.00 net (Russia)
£472.00 net (Central America)
£474.00 net (Caribbean)
£476.00 net (South America)
£478.00 net (North America)
£480.00 net (Europe)
£482.00 net (Asia)
£484.00 net (Africa)
£486.00 net (Latin America)
£488.00 net (Middle East)
£490.00 net (Russia)
£492.00 net (Central America)
£494.00 net (Caribbean)
£496.00 net (South America)
£498.00 net (North America)
£500.00 net (Europe)
£502.00 net (Asia)
£504.00 net (Africa)
£506.00 net (Latin America)
£508.00 net (Middle East)
£510.00 net (Russia)
£512.00 net (Central America)
£514.00 net (Caribbean)
£516.00 net (South America)
£518.00 net (North America)
£520.00 net (Europe)
£522.00 net (Asia)
£524.00 net (Africa)
£526.00 net (Latin America)
£528.00 net (Middle East)
£530.00 net (Russia)
£532.00 net (Central America)
£534.00 net (Caribbean)
£536.00 net (South America)
£538.00 net (North America)
£540.00 net (Europe)
£542.00 net (Asia)
£544.00 net (Africa)
£546.00 net (Latin America)
£548.00 net (Middle East)
£550.00 net (Russia)
£552.00 net (Central America)
£554.00 net (Caribbean)
£556.00 net (South America)
£558.00 net (North America)
£560.00 net (Europe)
£562.00 net (Asia)
£564.00 net (Africa)
£566.00 net (Latin America)
£568.00 net (Middle East)
£570.00 net (Russia)
£572.00 net (Central America)
£574.00 net (Caribbean)
£576.00 net (South America)
£578.00 net (North America)
£580.00 net (Europe)
£582.00 net (Asia)
£584.00 net (Africa)
£586.00 net (Latin America)
£588.00 net (Middle East)
£590.00 net (Russia)
£592.00 net (Central America)
£594.00 net (Caribbean)
£596.00 net (South America)
£598.00 net (North America)
£600.00 net (Europe)
£602.00 net (Asia)
£604.00 net (Africa)
£606.00 net (Latin America)
£608.00 net (Middle East)
£610.00 net (Russia)
£612.00 net (

[illegible][illegible]

CERTIFICATE OF APPROVAL

I hereby certify that the following work has been approved by me:

Name _____
Address _____
City _____ State _____ Zip _____

Dated _____

Signed _____

CURVE TABLE					FOR RELATIONS
NO. OF	NO. OF	NO. OF	NO. OF	NO. OF	
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
6	6	6	6	6	6
7	7	7	7	7	7
8	8	8	8	8	8
9	9	9	9	9	9
10	10	10	10	10	10
11	11	11	11	11	11
12	12	12	12	12	12
13	13	13	13	13	13
14	14	14	14	14	14
15	15	15	15	15	15
16	16	16	16	16	16
17	17	17	17	17	17
18	18	18	18	18	18
19	19	19	19	19	19
20	20	20	20	20	20
21	21	21	21	21	21
22	22	22	22	22	22
23	23	23	23	23	23
24	24	24	24	24	24
25	25	25	25	25	25
26	26	26	26	26	26
27	27	27	27	27	27
28	28	28	28	28	28
29	29	29	29	29	29
30	30	30	30	30	30
31	31	31	31	31	31
32	32	32	32	32	32
33	33	33	33	33	33
34	34	34	34	34	34
35	35	35	35	35	35
36	36	36	36	36	36
37	37	37	37	37	37
38	38	38	38	38	38
39	39	39	39	39	39
40	40	40	40	40	40
41	41	41	41	41	41
42	42	42	42	42	42
43	43	43	43	43	43
44	44	44	44	44	44
45	45	45	45	45	45
46	46	46	46	46	46
47	47	47	47	47	47
48	48	48	48	48	48
49	49	49	49	49	49
50	50	50	50	50	50
51	51	51	51	51	51
52	52	52	52	52	52
53	53	53	53	53	53
54	54	54	54	54	54
55	55	55	55	55	55
56	56	56	56	56	56
57	57	57	57	57	57
58	58	58	58	58	58
59	59	59	59	59	59
60	60	60	60	60	60
61	61	61	61	61	61
62	62	62	62	62	62
63	63	63	63	63	63
64	64	64	64	64	64
65	65	65	65	65	65
66	66	66	66	66	66
67	67	67	67	67	67
68	68	68	68	68	68
69	69	69	69	69	69
70	70	70	70	70	70
71	71	71	71	71	71
72	72	72	72	72	72
73	73	73	73	73	73
74	74	74	74		

項目	単位	講義	実習	合計
1. 基礎知識	1	1	1	2
2. 基礎技術	1	1	1	2
3. 応用技術	1	1	1	2
4. 総合的知識・技術	1	1	1	2
5. 専門知識・技術	1	1	1	2
6. 総合的知識・技術	1	1	1	2
7. 専門知識・技術	1	1	1	2
8. 総合的知識・技術	1	1	1	2
9. 専門知識・技術	1	1	1	2
10. 総合的知識・技術	1	1	1	2
11. 専門知識・技術	1	1	1	2
12. 総合的知識・技術	1	1	1	2
13. 専門知識・技術	1	1	1	2
14. 総合的知識・技術	1	1	1	2
15. 専門知識・技術	1	1	1	2
16. 総合的知識・技術	1	1	1	2
17. 専門知識・技術	1	1	1	2
18. 総合的知識・技術	1	1	1	2
19. 専門知識・技術	1	1	1	2
20. 総合的知識・技術	1	1	1	2
21. 専門知識・技術	1	1	1	2
22. 総合的知識・技術	1	1	1	2
23. 専門知識・技術	1	1	1	2
24. 総合的知識・技術	1	1	1	2
25. 専門知識・技術	1	1	1	2
26. 総合的知識・技術	1	1	1	2
27. 専門知識・技術	1	1	1	2
28. 総合的知識・技術	1	1	1	2
29. 専門知識・技術	1	1	1	2
30. 総合的知識・技術	1	1	1	2
31. 専門知識・技術	1	1	1	2
32. 総合的知識・技術	1	1	1	2
33. 専門知識・技術	1	1	1	2
34. 総合的知識・技術	1	1	1	2
35. 専門知識・技術	1	1	1	2
36. 総合的知識・技術	1	1	1	2
37. 専門知識・技術	1	1	1	2
38. 総合的知識・技術	1	1	1	2
39. 専門知識・技術	1	1	1	2
40. 総合的知識・技術	1	1	1	2
41. 専門知識・技術	1	1	1	2
42. 総合的知識・技術	1	1	1	2
43. 専門知識・技術	1	1	1	2
44. 総合的知識・技術	1	1	1	2
45. 専門知識・技術	1	1	1	2
46. 総合的知識・技術	1	1	1	2
47. 専門知識・技術	1	1	1	2
48. 総合的知識・技術	1	1	1	2
49. 専門知識・技術	1	1	1	2
50. 総合的知識・技術	1	1	1	2
51. 専門知識・技術	1	1	1	2
52. 総合的知識・技術	1	1	1	2
53. 専門知識・技術	1	1	1	2
54. 総合的知識・技術	1	1	1	2
55. 専門知識・技術	1	1	1	2
56. 総合的知識・技術	1	1	1	2
57. 専門知識・技術	1	1	1	2
58. 総合的知識・技術	1	1	1	2
59. 専門知識・技術	1	1	1	2
60. 総合的知識・技術	1	1	1	2
61. 専門知識・技術	1	1	1	2
62. 総合的知識・技術	1	1	1	2
63. 専門知識・技術	1	1	1	2
64. 総合的知識・技術	1	1	1	2
65. 専門知識・技術	1	1	1	2
66. 総合的知識・技術	1	1	1	2
67. 専門知識・技術	1	1	1	2
68. 総合的知識・技術	1	1	1	2
69. 専門知識・技術	1	1	1	2
70. 総合的知識・技術	1	1	1	2
71. 専門知識・技術	1	1	1	2
72. 総合的知識・技術	1	1	1	2
73. 専門知識・技術	1	1	1	2
74. 総合的知識・技術	1	1	1	2
75. 専門知識・技術	1	1	1	2
76. 総合的知識・技術	1	1	1	2
77. 専門知識・技術	1	1	1	2
78. 総合的知識・技術	1	1	1	2
79. 専門知識・技術	1	1	1	2
80. 総合的知識・技術	1	1	1	2
81. 専門知識・技術	1	1	1	2
82. 総合的知識・技術	1	1	1	2
83. 専門知識・技術	1	1	1	2
84. 総合的知識・技術	1	1	1	2
85. 専門知識・技術	1	1	1	2
86. 総合的知識・技術	1	1	1	2
87. 専門知識・技術	1	1	1	2
88. 総合的知識・技術	1	1	1	2
89. 専門知識・技術	1	1	1	2
90. 総合的知識・技術	1	1	1	2
91. 専門知識・技術	1	1	1	2
92. 総合的知識・技術	1	1	1	2
93. 専門知識・技術	1	1	1	2
94. 総合的知識				

OF
LOTS 6-13, 14-N, BLOCK 32; LOTS 14-25, BLOCK 33, LOTS 26-
BLOCK 32; LOTS 1-30, BLOCK 35; LOTS 31-31, BLOCK 36

APPENDIX A: A list of the names of the members of the committee.



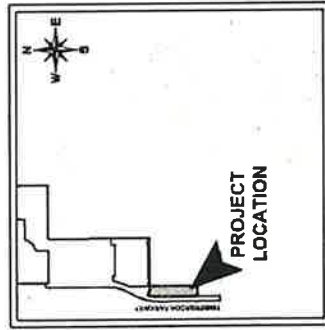
**BLOOMFIELD
HOMES, LP**
1090 E. HWY 114, SUITE 210
SOUTH LAKE TX 76662
(817) 416-1572

THE CITY OF JUSTIN, TEXAS PLANS FOR THE CONSTRUCTION OF SEWER, WATER, PAVING, DRAINAGE & STREET LIGHTS FOR TIMBERBROOK PHASE 6

OWNED/CONTROLLED BY:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTH LAKE, TX 76082
(817) 416-1572

DESIGNED BY:
DOUGLAS PROPERTIES, INC.
1000 E. HWY 114, SUITE 210
SOUTH LAKE, TX 76082
(817) 416-1572

GMcivil
Engineering & Surveying



LOCATED IN
CITY OF JUSTIN
DENTON COUNTY, TEXAS

SHEET NO.	DESCRIPTION
1	GENERAL NOTES
2	EXISTING UTILITIES
3	PROPOSED TRAIL PLAN & PROFILE STA 0+00 TO 7+50.19
4	PROPOSED TRAIL PLAN & PROFILE STA 7+50.19 TO 11+00.00
5	WOODBRIDGE DRIVE PLAN & PROFILE STA 7+40.18 TO 9+55.19
6	WOODBRIDGE DRIVE PLAN & PROFILE STA 9+55.19 TO 11+00.00
7	WOODBRIDGE DRIVE PLAN & PROFILE STA 11+00.00 TO 11+17.07
8	WOODBRIDGE DRIVE PLAN & PROFILE STA 11+17.07 TO 11+34.00
9	WOODBRIDGE DRIVE PLAN & PROFILE STA 11+34.00 TO 11+51.00
10	WOODBRIDGE DRIVE PLAN & PROFILE STA 11+51.00 TO 11+68.00
11	WOODBRIDGE DRIVE PLAN & PROFILE STA 11+68.00 TO 11+85.00
12	WOODBRIDGE DRIVE PLAN & PROFILE STA 11+85.00 TO 12+02.00
13	WOODBRIDGE DRIVE PLAN & PROFILE STA 12+02.00 TO 12+19.00
14	WOODBRIDGE DRIVE PLAN & PROFILE STA 12+19.00 TO 12+36.00
15	WOODBRIDGE DRIVE PLAN & PROFILE STA 12+36.00 TO 12+53.00
16	WOODBRIDGE DRIVE PLAN & PROFILE STA 12+53.00 TO 12+70.00
17	WOODBRIDGE DRIVE PLAN & PROFILE STA 12+70.00 TO 12+87.00
18	WOODBRIDGE DRIVE PLAN & PROFILE STA 12+87.00 TO 13+04.00
19	WOODBRIDGE DRIVE PLAN & PROFILE STA 13+04.00 TO 13+21.00
20	WOODBRIDGE DRIVE PLAN & PROFILE STA 13+21.00 TO 13+38.00
21	WOODBRIDGE DRIVE PLAN & PROFILE STA 13+38.00 TO 13+55.00
22	WOODBRIDGE DRIVE PLAN & PROFILE STA 13+55.00 TO 13+72.00
23	WOODBRIDGE DRIVE PLAN & PROFILE STA 13+72.00 TO 13+89.00



THIS DRAWING IS THE PROPERTY OF GMcivil. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GMcivil.

MAY, 2023

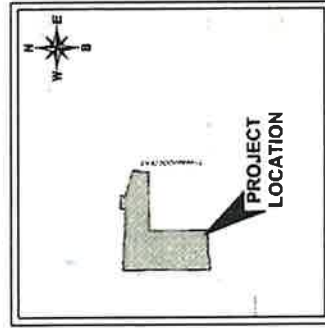
THE CITY OF JUSTIN, TEXAS PLANS FOR THE CONSTRUCTION OF SEWER, WATER, PAVING, DRAINAGE & STREET LIGHTS FOR TIMBERBROOK PHASE 7

DESIGNED BY
**BLOOMFIELD
B HOMES, LP**
1050 E HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572

DESIGNED BY

DOUGLAS PROPERTIES, INC.
1000 W. 10TH STREET
SUITE 100
PLANO, TX 75074
(972) 750-1000

GM civil
engineering & surveying



VICINITY MAP
NTS

LOCATED IN
CITY OF JUSTIN
DENTON COUNTY, TEXAS

SHEET NO	DESCRIPTION
15	FINAL PLAN
6-8	BERKSHIRE DRIVE - PLAN & PROFILE
9	CADILLAC DRIVE - PLAN & PROFILE
10	CHRYSLER DRIVE - PLAN & PROFILE
11	CHRYSLER DRIVE - PLAN & PROFILE
12	DRAGONFLY LANE - PLAN & PROFILE
13	NOAH DRIVE - PLAN & PROFILE
14-16	WHEATLAND DRIVE - PLAN & PROFILE
17-18	7TH STREET - PLAN & PROFILE
19	7TH STREET - PLAN & PROFILE
20	7TH STREET - PLAN & PROFILE
21	BEAUMONT LANE - PLAN & PROFILE
22	BEAUMONT LANE - PLAN & PROFILE
23	BEAUMONT LANE - PLAN & PROFILE
24	HEARTHSTONE DRIVE - PLAN & PROFILE
25	HEARTHSTONE DRIVE - PLAN & PROFILE
26	HEARTHSTONE DRIVE - PLAN & PROFILE
27	HEARTHSTONE DRIVE - PLAN & PROFILE
28	HEARTHSTONE DRIVE - PLAN & PROFILE
29-34	GENERAL GRADING NOTES & DETAILS
35	CRACKING PLAN
36-38	OVERALL DRAINAGE AREA MAP
39	OVERALL DRAINAGE AREA MAP
40	OVERALL DRAINAGE AREA MAP
41	OVERALL DRAINAGE AREA MAP
42	OVERALL DRAINAGE AREA MAP
43	OVERALL DRAINAGE AREA MAP
44	OVERALL DRAINAGE AREA MAP
45	OVERALL DRAINAGE AREA MAP
46	OVERALL DRAINAGE AREA MAP
47	OVERALL DRAINAGE AREA MAP
48	OVERALL DRAINAGE AREA MAP
49	OVERALL DRAINAGE AREA MAP
50	OVERALL DRAINAGE AREA MAP
51	OVERALL DRAINAGE AREA MAP
52	OVERALL DRAINAGE AREA MAP
53	OVERALL DRAINAGE AREA MAP
54	OVERALL DRAINAGE AREA MAP
55	OVERALL DRAINAGE AREA MAP
56	OVERALL DRAINAGE AREA MAP
57	OVERALL DRAINAGE AREA MAP
58	OVERALL DRAINAGE AREA MAP
59	OVERALL DRAINAGE AREA MAP
60	OVERALL DRAINAGE AREA MAP
61	OVERALL DRAINAGE AREA MAP
62	OVERALL DRAINAGE AREA MAP
63	OVERALL DRAINAGE AREA MAP
64	OVERALL DRAINAGE AREA MAP
65	OVERALL DRAINAGE AREA MAP
66	OVERALL DRAINAGE AREA MAP
67	OVERALL DRAINAGE AREA MAP
68	OVERALL DRAINAGE AREA MAP
69	OVERALL DRAINAGE AREA MAP
70	OVERALL DRAINAGE AREA MAP
71	OVERALL DRAINAGE AREA MAP
72	OVERALL DRAINAGE AREA MAP
73	OVERALL DRAINAGE AREA MAP
74	OVERALL DRAINAGE AREA MAP
75	OVERALL DRAINAGE AREA MAP
76	OVERALL DRAINAGE AREA MAP
77	OVERALL DRAINAGE AREA MAP
78	OVERALL DRAINAGE AREA MAP
79	OVERALL DRAINAGE AREA MAP
80	OVERALL DRAINAGE AREA MAP
81	OVERALL DRAINAGE AREA MAP
82	OVERALL DRAINAGE AREA MAP
83	OVERALL DRAINAGE AREA MAP
84	OVERALL DRAINAGE AREA MAP
85	OVERALL DRAINAGE AREA MAP
86	OVERALL DRAINAGE AREA MAP
87	OVERALL DRAINAGE AREA MAP
88	OVERALL DRAINAGE AREA MAP
89	OVERALL DRAINAGE AREA MAP
90	OVERALL DRAINAGE AREA MAP
91	OVERALL DRAINAGE AREA MAP
92	OVERALL DRAINAGE AREA MAP
93	OVERALL DRAINAGE AREA MAP
94	OVERALL DRAINAGE AREA MAP
95	OVERALL DRAINAGE AREA MAP
96	OVERALL DRAINAGE AREA MAP
97	OVERALL DRAINAGE AREA MAP
98	OVERALL DRAINAGE AREA MAP
99	OVERALL DRAINAGE AREA MAP
100	OVERALL DRAINAGE AREA MAP
101	OVERALL DRAINAGE AREA MAP



JUSTIN, TEXAS
CITY ENGINEER
JUNE 2023

JUNE, 2023

[illegible]

NORTHWEST ISD
2001 A.S. COLLEGE

**BLOOMFIELD
HOMES, LP**
1000 E. HWY 174, SUITE 210
SOUTH LAKE, TX 76092
817/416-7272

GM civil
Engineering & Surveying

FINAL PLAT

OF
TIMBERBROOK, PHASE 7

LOTS 1-30, SIX BLOCK 39, LOTS 1-12, BLOCK 40,
LOTS 1-16, BLOCK 43, LOTS 1-16, BLOCK 48, LOTS
1-15, BLOCK 62, LOTS 1-22, BLOCK 63, LOTS 1-22,
BLOCK 64, LOTS 1-32, 33A, BLOCK 65, LOTS 1-27,
N. 41, 28A, 29A, 30A, BLOCK 66, TRACTS A, 1, BLOCK
67, LOT 1N, BLOCK 68

67. LOT IN BLVD
BEING?

77 262 ACRES

SITUATED IN THE
MARGARITA GARNETT SURVEY.

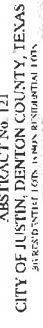
ABSTRACT No. 439

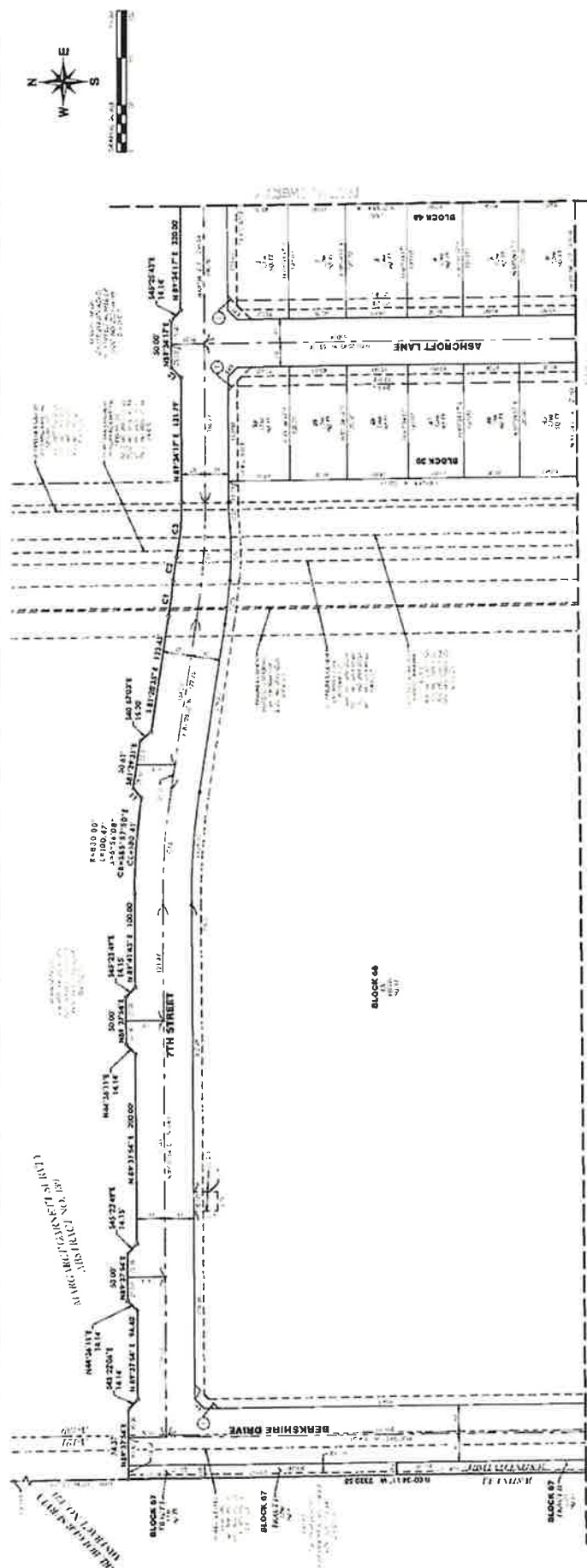
RL BOLEGER SURV
ABSTRACT No. 17

CITY OF JUSTIN, DENTON COUNTY.

TEXAS

References





FINAL PLAY OF

TIMBERBROOK, PHASE 7

LOTS 1-20, 31A, BLOCK 29, LOTS 1-12, BLOCK 34, LOTS 13-16, BLOCK 35, LOT 17, BLOCK 46, LOTS 1-3, BLOCK 52, LOTS 1-22, BLOCK 63, LOTS 1-23, BLOCK 64, LOTS 1-32, 33X, BLOCK 65, LOTS 1-12, 31, 41, 28A, 29X, 30A, BLOCK 66, 18ACAS A, BLOCK 67,
LOT 1X, BLOCK 68, 69

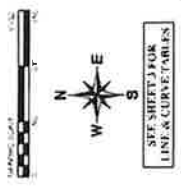
PREFATORY This preliminary page was used at the request of the
author and still may be useful or needed
upon additional sale. Subsequent
request for new version / 46 AM

NORTHWEST ISD
3001 TEXAN DRIVE

PROFESSOR
GMcivil
Engineering & Consulting

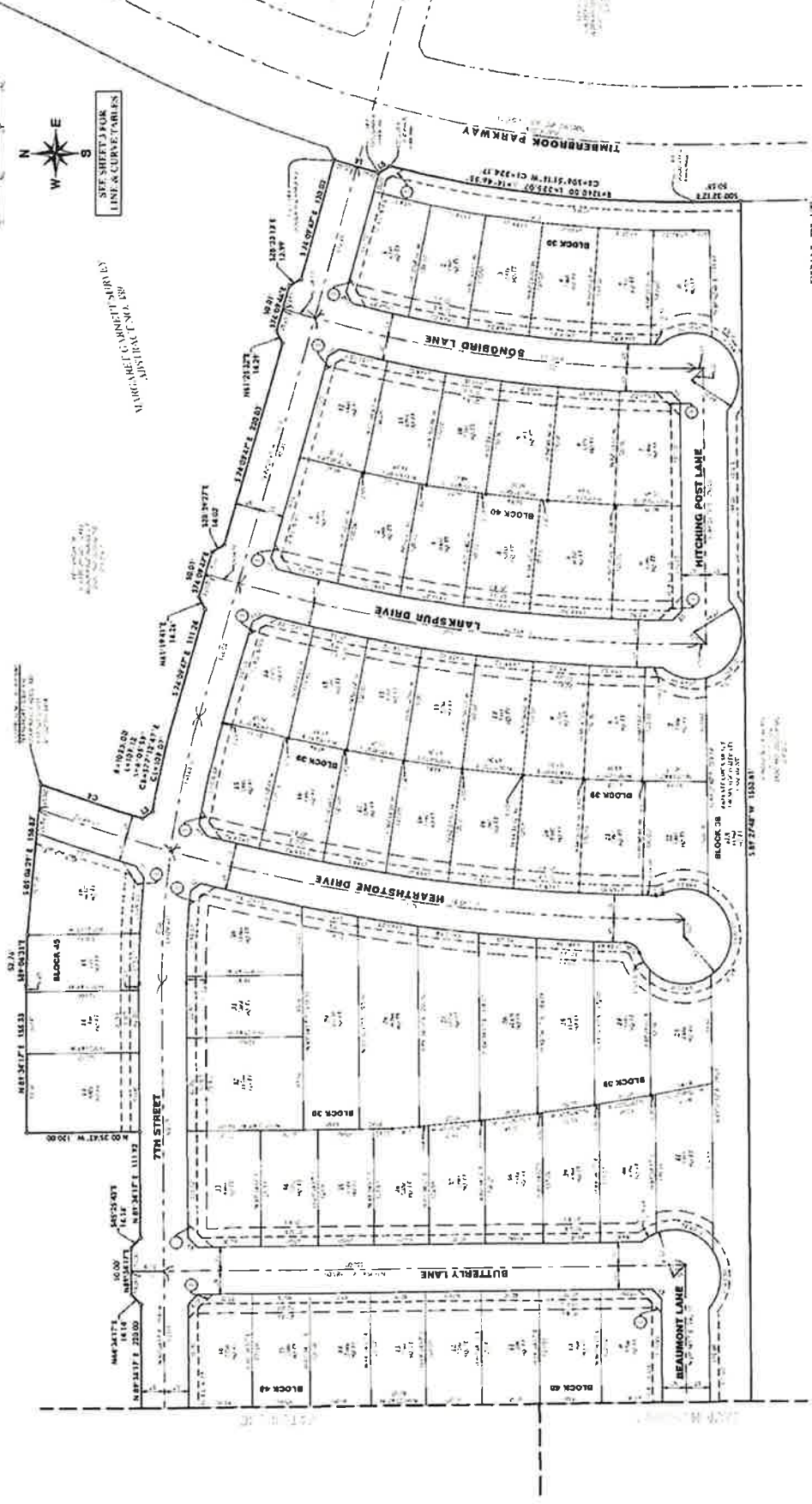
**BLOOMFIELD
HOMES, LP**
1060 E HWY 114 SUITE 210
SOUTH LAKE TX 76092
(817) 416-1572

SITUATED IN THE
MARGARET GARNETT SURVEY, ABSTRACT No. 439
CARL BOEGER SURVEY,
ABSTRACT No. 121
CITY OF JUSTIN, DENTON COUNTY, TEXAS



SEE SHEET FOR
LINE & CURVE TABLES

MARGARET GARNETT SURVEY
ABSTRACT 439



FINAL PLAT
OF
TIMBERBROOK PHASE 7
77.262 ACRES
SITUATED IN THE
MARGARET GARNETT SURVEY, ABSTRACT No. 439
CARL BOEGER SURVEY,
ABSTRACT No. 121
CITY OF JUSTIN, DENTON COUNTY, TEXAS

PREPARED BY
GM civil
Engineering & Surveying

GM civil
Engineering & Surveying

BRIDGES LLP
SOUTHPLANE, TEXAS 76086
(817) 705-0022

NORTHWESTLAND
2011 TEXAS DRIVE
JUSTIN, TX 76202

DATE: September 2023

7.56 - 4.14

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Kelly Keel, *Interim Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 25, 2023

Mr. Brian Cottle, Chief Estimator
Chris Harp Construction LLC
17388 County Rd 543
Nevada, Texas 75173-8042

Re: Relocation Request for a Concrete Batch Plant; Standard Permit Registration No. 147393L001; 3,000' southwest of Eddleman Loop and W 7th St (Timberbrook Ph 4B, 5, 6A), Justin, Denton County, Texas;
TCEQ ID Nos.: RN109829796; CN605125335

Dear Mr. Cottle:

This is in response to your relocation application concerning the proposed construction of the above listed concrete batch plant at the above listed location. Based on the information presented, the TCEQ DFW Regional Office Air Program has determined that the proposed authorization can be granted as of the date of this letter to construct and operate the concrete batch plant referenced above at the proposed site, since it is located in or contiguous to the right-of-way of a public works project or related project segments.

The TCEQ DFW Regional Office understands that the concrete batch plant will remain at this site until the completion of the project. This authorization is contingent upon continued compliance with the conditions listed in the Standard Permit for Concrete Batch Plants and with all representations made in your relocation request. Any changes to the representations must have prior written approval from a delegated representative of the executive director.

In addition, you are reminded that all future applications for relocation **must be submitted at least 12 business days prior to your estimated move date** as required by the Standard Permit for Concrete Batch Plants and written authorization must be obtained prior to locating onsite. Failure to do so may result in denial of your relocation request or formal enforcement action.

After completion of construction or modification, start-up notification is required in accordance with 30 TAC 116.115(b)(2)(B)(i). Enclosed is a notification form for you to complete and send in prior to your construction or site move.

Mr. Brian Cottle, Chief Estimator
Page 2
October 25, 2023

You are reminded that regardless of whether a permit is required, these facilities must be in compliance with all regulations of the TCEQ and the U.S. Environmental Protection Agency at all times. If you need further information or have any questions, please contact Ms. Patricia Chen at 817-588-5850.

Sincerely,



Kimberly Fowler, Air Section Manager
Dallas-Fort Worth Region Office
Texas Commission on Environmental Quality

KSF/pxc

Enclosure: *Updated Information for the Movement of a Portable Facility*



10/10/23

TCEQ- Air Permits
2309 Gravel Drive
Fort Worth, TX 75098

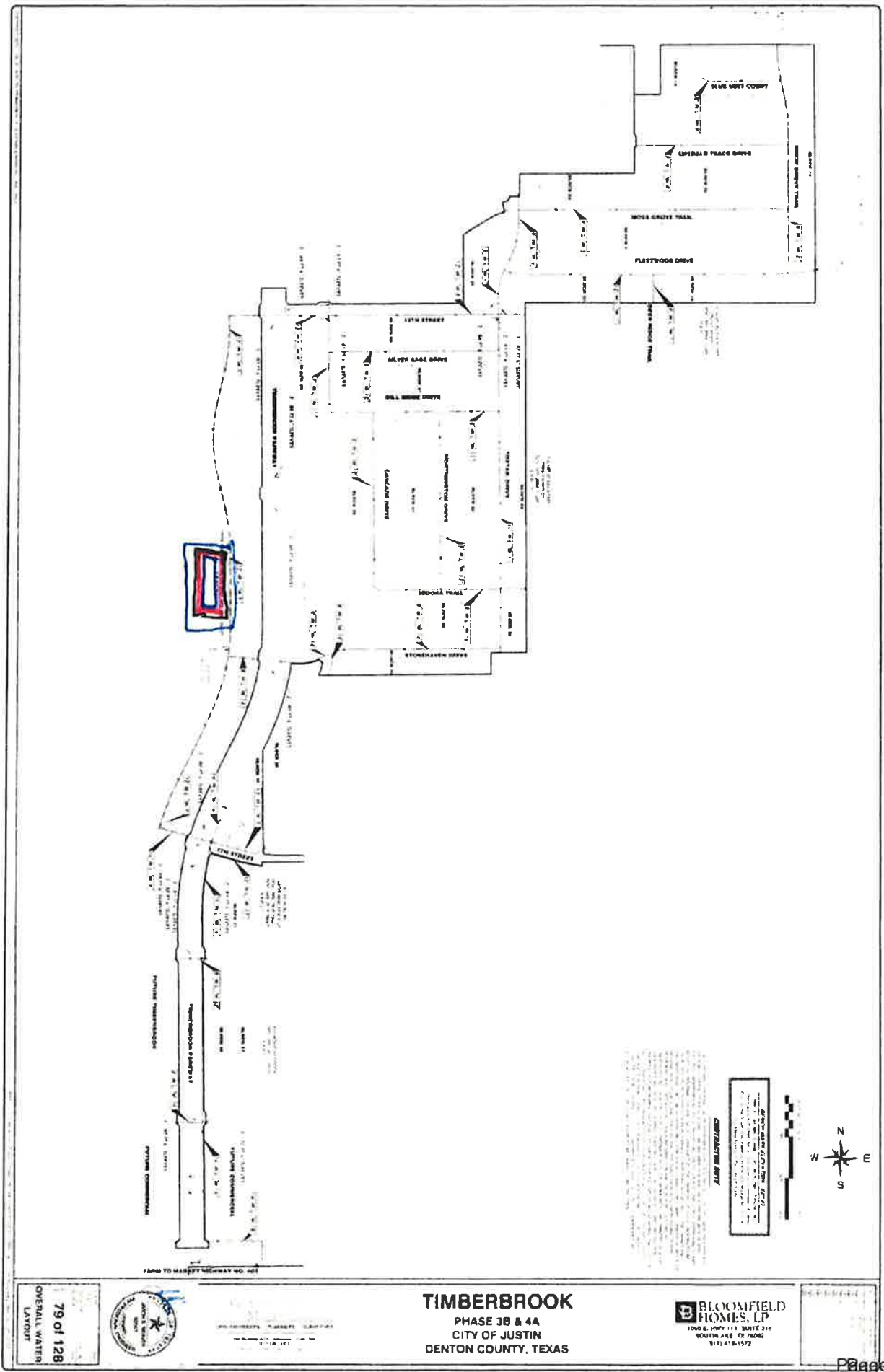
I am submitting the following information with attachments regarding the utilization of a temporary concrete batch plant. Be advised that this temporary concrete plant will supply concrete for the street improvements on a public works project. This information is supplied as per the Standard Permit General Conditions:

Owner / Operator	-	Chris Harp Construction, LLC
Standard Permit No.	-	147393L001
Customer Ref. No.	-	CN605125335
Batch Plant Permit	-	BP – 7
Project Name	-	Timberbrook 4B, 5, 6A, 7, Justin, Denton County
Moved From (prior project)	-	Ashford Park Ph. 3, Corinth, Denton County
Plant Location	-	1,700; Northwest of Eddleman Loop & W 7 th Street, Justin, Denton County
Conc. Plant Serial	-	170308
Regulated Ent. No.	-	RN109829796

Please call me at the number listed below should you have any questions or concerns regarding this project.

Sincerely,
Joshua Crowley
Cell: 214-842-1143
Office- 469-344-7686
josh@chrisharpconstruction.com

17388 County Rd 543
Nevada, TX 75173



TIMBERBROOK
PHASE 3B & 4A
CITY OF JUSTIN
DENTON COUNTY, TEXAS

**BLOOMFIELD
HOMES, LP**
1000 E. HWY 111, SUITE 210
NORTH ALEX, TX 76061
(817) 416-1572

Air Quality Standard Permit for Concrete Batch Plants Registration Checklist

This checklist is not required if using the PI-1S-CBP workbook to submit your application. We strongly encourage you to start using this new Excel version to improve your permitting timeline. It will be required starting on September 1, 2020. At that time, the PDF version of the PI-1S and this checklist will no longer be accepted for concrete batch plant standard permit registrations.

The following checklist has been developed so the Texas Commission on Environmental Quality (TCEQ), Air Permits Division (APD) can confirm that the concrete batch plant meets the standard permit requirements. Please read all questions and select YES, NO, N/A, or give specific information for the facility. If the concrete batch plant does not meet all conditions of this standard permit, it will not be allowed to operate under the standard permit and must apply for a case-by-case preconstruction permit as required under Title 30 Texas Administrative Code (TAC) §116.110. Sections 3 through 7 are requirements for all concrete batch plant standard permit applications. Sections 8, 9, and 10 are specific requirements required for either temporary, permanent, or specialty plants.

Facility Type		
Check the facility type authorized		
<input checked="" type="checkbox"/> Temporary Concrete Batch Plant (Complete Sections 3-7 and 8)		
<input type="checkbox"/> Permanent Concrete Batch Plant (Complete Sections 3-7 and 9)		
<input type="checkbox"/> Specialty Concrete Batch Plant (Comp Sections 3-7 and 10)		
Condition Number and Description		
(3) Administrative Requirements		
(3)(A)	Are the form PI-1S, Registrations for Air Standard Permit, Table 11, Fabric Filters, Table 20, Concrete Batch Plants attached?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	If applicable, is Table 29 Reciprocating Engines attached?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Will copies of all information be mailed to the Air Permits Division, the TCEQ regional office, and all applicable local programs?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(3)(B)	Was the \$900 fee sent to the TCEQ Revenue Section? (The fee is not required if the facility meets the requirements of being in or adjacent to the right of way of a public works project.)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(3)(C)	Has construction and/or operation begun on the facility?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(3)(G)	Will this facility qualify for relocation under section (8)(F)? (If yes, the facility will be exempt from public notice requirements in section (4) of this standard permit.)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(3)(H)	Will construction commence within 18 months of written approval from the Executive Director in accordance with 30 TAC § 116.120(a)(1), Voiding of Permits?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(3)(J)	Will records be maintained and kept for a rolling 24 months?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(3)(K)	Will abatement equipment failure or emissions deviations in excess of paragraph (5)(B)(iii) be reported in accordance with 30 TAC Chapter 101, General Air Quality Rules as appropriate?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**Air Quality Standard Permit for Concrete Batch Plants
Registration Checklist**

(4) Public Notice		
(4)	Will the public notice requirements be followed in accordance in 30 TAC Chapter 39, Public Notice?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	<p>Is this a temporary facility that is exempt from public notice under 30 TAC § 116.178(b), Relocations and Changes of Location of Portable Facilities?</p> <p>If Yes, please provide a map indicating where the public works right of way is located and the location of the proposed plant. Also provide the name of the project or Texas Department of Transportation project number.</p>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5) General Requirement		
(5)(A)	Will all cement/flyash storage silos, weigh hoppers, and auxiliary storage tanks be vented to a fabric/cartridge filter or a central fabric/cartridge filter system?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(B)(i)	Will fabric/cartridge filters and collection systems be operated properly with no tears or leaks?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(B)(ii)	Will filter systems (including any central filter system) be designed to meet a minimum control efficiency of at least 99.5 percent at particle sizes of 2.5 microns and smaller?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(B)(iii)	Will all filter systems meet visible emissions performance standards?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(B)(iv)	Will cement and/or flyash silo filter exhausts be equipped with sufficient illumination to observe visible emissions performance if filled during non-daylight hours?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(C)(i)	Will conveying systems to and from the storage silos be properly operated, remain totally enclosed, and maintained with no tears or leaks?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(C)(ii)	During cement/flyash storage silo filling, except for connecting or disconnecting, will you keep a standard of having no visible emissions for more than 30 seconds in any six-minute period from the conveying system?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(D)	Is there an automatic shut-off or warning device installed on each bulk storage silo?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(D)(i)	If an automatic shut-off device is installed, will it shut down the loading operations on each bulk storage silo or auxiliary storage tank prior to reaching capacity?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A

**Air Quality Standard Permit for Concrete Batch Plants
Registration Checklist**

(5)	General Requirement (continued)	
(5)(D)(ii)	If a warning device is used, will it alert operators in sufficient time to prevent an adverse impact on the pollution abatement equipment or other parts of the loading operation?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
	Do you regularly prevent particle build-up on visible warning devices?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(5)(D)(iii)	Will warning devices or shut-off systems be tested at least monthly during operations and records kept indicating test and repair results in accordance with Section (3)(J) of this standard permit?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(E)	The following methods will be used to control emissions from in-plant roads and traffic areas:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(E)(i)	Watering.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(E)(ii)	Treated with dust-suppressant chemicals (as described in the application of aqueous detergents, surfactants, and other cleaning solutions in the de minimis list).	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(5)(E)(iii)	Covered with a material such as, (but not limited to), roofing shingles or tire chips and used in combination with (i) or (ii) above.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(5)(E)(iv)	Paved with a cohesive hard surface that is maintained intact and cleaned.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(5)(F)	Will dust emissions from all stockpiles be minimized at all times by sprinkling with water, dust-suppressant chemicals, or covered?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(5)(G)	Will all material spills be immediately cleaned up and contained or dampened so dust emissions are minimized?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(5)(H)	Will visible emissions leave the property for more than 30 seconds in duration in any six-minute period during normal plant operations as determined using EPA Test Method 22?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Will quarterly visible emission observations be performed and recorded in accordance with Section (3)(J) of this standard permit?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	If visible emissions exceed Test Method 22 criteria, will immediate corrective action be taken and documented?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(I)	Will the concrete batch plant be located at least 550 feet from any crushing plant or hot mix asphalt plant?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	If no, will the concrete batch plant operate at the same time as the crushing plant or hot mix asphalt plant?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A

**Air Quality Standard Permit for Concrete Batch Plants
Registration Checklist**

(5)	General Requirement (continued)	
(5)(J)	Are multiple concrete batch plants being operated on the same site?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	Will site production limits be maintained per Sections (8), (9), or (10)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(5)(K)	Will any concrete additives emit volatile organic compounds (VOC)?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(6)	Engines	
(6)(A)	Will the horsepower (or combined horsepower) of the stationary compression ignition internal combustion engine(s) exceed 1,000 horsepower?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A
(6)(C)	Will the engine exhaust stack be a minimum of eight feet tall?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(6)(D)	Will fuel for the engine be liquid fuel with a maximum sulfur content of no more than 0.0015 percent by weight and not consist of a blend containing waste oils or solvents?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(7)	Planned Maintenance, Startup, and Shutdown (MSS) Activities	
	Will planned maintenance activities receive separate authorization or meet the conditions of 30 TAC § 116.119, De Minimis Facilities or Sources?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(8)	Additional Requirements for Temporary Concrete Batch Plants	
(8)(A)	Will the site production rate be limited to 300 cubic yards in any one hour (cy/hr) not to exceed 6,000 cubic yards per day?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(8)(B)	Will the suction shroud be vented to a fabric or cartridge filter system with a minimum of 5,000 actual cubic feet per minute (acfm)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(8)(C)	Will the truck drop point be sheltered by an intact three-sided curtain or equivalent dust control technology that extends below the mixer truck-receiving funnel?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(8)(D)(i)	Will the suction shroud baghouse exhaust be located at least 100 feet from any property line?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><i>Note: For concrete batch plants that supply concrete for a single public works project, the property line measurements for purposes of compliance with this standard permit shall be made to the outer boundaries of the designated public property, roadway project and associated rights-of-way.</i></p>		
(8)(D)(ii)	Will all stationary equipment, stockpiles, or vehicles used for the operation of the concrete batch plant (except for incidental traffic and the entrance and exit to the site) be located or operated at least 50 feet from any property line?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A

**Air Quality Standard Permit for Concrete Batch Plants
Registration Checklist**

(8) Additional Requirements for Temporary Concrete Batch Plants (continued)		
(8)(E)(i)	In lieu of meeting the distance requirements in (8)(D) (ii), will the roads and other traffic areas within the buffer distance be bordered by dust suppressing fencing or other barriers along all traffic routes or work areas?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A
(8)(E)(ii)	Will these borders be constructed to a height of at least 12 feet?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
(8)(E)(iii)	Will stockpiles be contained within a three-walled bunker that extends at least two feet above the top of the stockpile?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
(8)(F)(i)	Is a registered portable facility moving to a site for support of a public works project in which the proposed site is located in or contiguous to the right-of-way of the public works project?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(8)(F)(ii)	Is a registered portable facility moving to a site in which a portable facility was located at the site at any time during the previous two years and was the site subject to public notice?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(8)(G)	If (8)(F) conditions are met, forward the required information to the appropriate regional office for final decision.	
(9) Additional Requirements for Permanent Concrete Batch Plants		
(9)(A)	Will the site production rate be limited to no more than 300 cubic yards in any one hour, not to exceed 6,000 cubic yards per day?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(9)(B)	Will the suction shroud or other pickup device be installed at the batch drop point (drum feed for central mix plants)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	Will the suction shroud or other pickup device be vented to a fabric or cartridge filter system with a minimum of 5,000 acfm?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(9)(C)	Will the truck drop point be sheltered by an intact three-sided curtain or equivalent dust control technology that extends below the mixer truck-receiving funnel?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(9)(D)(i)	Will the suction shroud baghouse exhaust be located at least 100 feet from any property line?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(9)(D)(ii)	Will all stationary equipment, stockpiles, or vehicles used for the operation of the concrete batch plant (except for incidental traffic and the entrance and exit to the site) be located or operated at least 50 feet from any property line?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(9)(E)(i)	In lieu of meeting the distance requirements in (9)(D)(ii), will the roads and other traffic areas within the buffer distance be bordered by dust suppressing fencing or other barriers along all traffic routes or work areas?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A

**Air Quality Standard Permit for Concrete Batch Plants
Registration Checklist**

(9)	Additional Requirements for Permanent Concrete Batch Plants (continued)	
(9)(E)(ii)	Will these borders be constructed to a height of at least 12 feet?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(9)(E)(iii)	Will stockpiles be contained within a three-walled bunker that extends at least two feet above the top of the stockpile?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(9)(F)	Will all entry and exit roads and main traffic routes associated with the operation of the concrete batch plant (including batch truck and material delivery truck roads) be paved with a cohesive hard surface that can be maintained intact and cleaned?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	Will all batch trucks and material delivery trucks remain on the paved surface when entering, conducting primary function, and leaving the property?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	Will all other traffic areas, except entry and exit roads and main traffic routes, be maintained using the control requirements of subsection (5)(E) of this standard permit?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(10)	Additional Requirements for Specialty Concrete Batch Plants	
(10)(A)	Will the site production rate be limited to no more than 30 cubic yards per hour?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(10)(B)	As an alternative to the requirement in subsection (5)(A) of this standard permit, will the cement/fly ash weigh hopper be vented inside the batch mixer?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(10)(C)(i)	Will the dust emissions at the batch mixer be controlled using a suction shroud or other pickup device delivering air to a fabric or cartridge filter?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(10)(C)(ii)	Will the dust emissions at the batch mixer be controlled using an enclosed batch mixer feed?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(10)(C)(iii)	Will the dust emissions at the batch mixer be controlled by conducting the entire mixing operation inside an enclosed process building?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(10)(D)	Will all vehicles used for the operation of the concrete batch plant (except for incidental traffic and the entrance and exit to the site) be located or operated at least 25 feet from any property line?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(10)(E)(i)	In lieu of meeting the distance requirements in (10)(D), will the roads and other traffic areas within the buffer distance be bordered by dust suppressing fencing or other barriers along all traffic routes or work areas?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
(10)(E)(ii)	Will these borders be constructed to a height of at least 12 feet?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A

Reset Form

Texas Commission on Environmental Quality
Air Quality Standard Permits
General Requirements Checklist
Title 30 Texas Administrative Code §§116.610-116.615

Check the most appropriate answer and include any additional information in the spaces provided. If additional space is needed, please include an extra page and reference the rule number. The SP forms, tables, checklists, and guidance documents are available from the TCEQ, Air Permits Division web site at:
www.tceq.texas.gov/permitting/air/nav/standard.html.

Most Standard Permits require registration with the commission's Office of Permitting, Remediation, and Registration in Austin. The facilities and/or changes to facilities can be registered by completing a Form PI-1S, "Registration for Air Standard Permit." This checklist should accompany the registration form to expedite any registration review.

CHECK THE MOST APPROPRIATE ANSWERS AND FILL IN THE REQUESTED INFORMATION		
Rule	Questions/Description	Response
116.610(a)(1)	Are there net emissions increases associated with this registration?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	<i>If "YES," will net emission increases of air contaminants from the project, other than those for which a National Ambient Air Quality Standard (NAAQS) has been established, meet the emission limits of § 106.261 or § 106.262?</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	<i>If "NO," does the specific standard permit exempt emissions from this limit?</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Attach emissions summary and calculations:		
116.610(a)(3)	Do any of the Title 40 Code of Federal Regulations Part (CFR) 60, New Source Performance Standards apply to this registration?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<i>If "YES," list subparts:</i>		
116.610 (a)(4)	Do any Hazardous Air Pollutant requirements apply to this registration?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<i>If "YES," list subparts</i>		
116.610 (a)(5)	Do any maximum achievable control technology (MACT) standards as listed under 40 CFR Part 63 or Chapter 113, Subchapter C (National Emissions Standard for Hazardous Air for Source Categories) apply to this registration?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<i>If "YES," list subparts:</i>		
116.610(a)(6)	Will additional emission allowances under Chapter 101, Subchapter H, Division 3, Emissions Banking and Trading, need to be obtained following this registration?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
116.611(a)(1-6)	Is the following documentation included with this registration:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Emissions calculations including the basis of the calculations?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	Quantification of all emission increases and/or decreases associated with this project?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	Sufficient information demonstrating that this project does not trigger PSD or NNSR review?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Description of efforts to minimize collateral emissions increases associated with this project?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Process descriptions including related processes?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Description of any equipment being installed?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**Texas Commission on Environmental Quality
Air Quality Standard Permits
General Requirements Checklist
Title 30 Texas Administrative Code §§116.610-116.615**

Rule	Question/Description	Response
116.614	Are the required fee and a copy of the check or money order provided with the application?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
116.615(1)	Will emissions from the facility comply with all applicable rules and regulations of the commission adopted under Texas Health and Safety Code, Chapter 382, and with the intent of the Texas Clean Air Act?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
116.615(2)	Do you understand that all representations with regard to construction plans, operating procedures, and maximum emission rates in this registration become conditions upon which the facility will be constructed and operated?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
116.615(3)	Do you understand that all changes authorized by this registration need to be incorporated into the facility's permit if the facility is currently permitted under §116.110 (relating to Applicability)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<i>List all related permit numbers:</i>		
116.615(9)617(e)(1)	Will all air pollution emission capture and abatement equipment be maintained in good working order?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
116.615(10)	Will the facility comply with all applicable rules and regulations of the TCEQ, the Texas Health and Safety Code, Chapter 382, and the Texas Clean Air Act?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Save Form

Reset Form

**Texas Commission on Environmental Quality
Table 11 Instructions**

A. Emission Point Number (EPN) and Emission Point Name:

- Identify the EPN and name for the location that air contaminants enter the atmosphere. The EPNs must be consistent with the emission point identification used on the plot plan, any previous permits, and the "Emissions Inventory Questionnaire."

B. Manufacturer and Model Number:

- Enter the company brand name and model number. Include manufacturer's specifications or brochure, if available.

C. Name of Source(s) or Equipment Being Controlled:

- Enter the name of the source(s) or equipment being controlled. Associate the EPN to the appropriate facility(ies) with facility identification number(s) (FIN), or a description of the process or equipment being controlled. If using FINs, these numbers can be alphanumeric and maximum of 10 characters. Please note that no two distinct facilities may share the same FIN. The FINs must match those on your permit.

D. Type of Particulate Controlled:

- List each component or air contaminant name. Examples of component names are; lead, sand, clay, iron dust, and cement dust.

E. Gas Stream Characteristics

- Include the design maximum flow rate in units of actual cubic feet per minute (acfm), the average flow rate expected in acfm;
- Enter the temperature of the exhaust gas stream from the baghouse;
- Enter the amount of particulate matter in the inlet and outlet gas stream. The inlet and outlet particulate grain loading in grains per dry standard cubic foot (scf).
- Enter the pressure drop across the baghouse measured in inches of water column.
- Enter the water vapor content of the exhaust stream measured in pounds of water per pound of dry air.
- Enter the fan motor requirements in horsepower and the fan capacity in acfm.

F. Particulate Distribution (By Weight)

- Enter the particle size distribution as determined through laboratory analysis in units of microns (micrometers).

G. Filter Characteristics

- Filtering velocity in units of acfm of air stream flow divided by the total surface area of the filtering media in square feet (ft²). The filtering velocity can also be expressed in units of feet per minute (fpm).
- Enter the bag diameter expressed in units of inches.
- Enter the length of the filter bags in units of feet.
- Enter the quantity of bags used in the filtering of the air stream.

H. Bag Rows

- Enter the pattern or arrangement of the baghouse bag filter rows. Indicate the arrangement of the baghouse bag filter rows. Select staggered or straight.

I. Walkways

- Enter "YES" if there will be space available between the rows of bag filters to provide access for inspection and maintenance. Otherwise, enter "NO."

J. Material

- Identify the filtering media and include any additional coating or treatment of the baghouse material.

K. Cleaning

- Explain the method of bag filter cleaning. Typically, there are mechanical shakers or reverse pulse air jets.

L. Cost

- Identify the capital cost of installation of the baghouse. This includes all engineering design costs and construction costs associated with the establishment of the control device.
- Estimate the annual operating expenses for the baghouse, including utility expense and replacement bag costs.

Note: The Texas Commission on Environmental Quality standard conditions are 68° F and 14.7 PSIA (Title 30 Texas Administrative Code § 101.1).

Texas Commission on Environmental Quality
Table 11
Fabric Filters

Tables, checklists, and guidance documents pertaining to air quality permits are available from the Texas Commission on Environmental Quality (TCEQ) Air Permits Division (APD) website at www.tceq.texas.gov/permitting/air.

A. Emission Point Number (EPN) and Emission Point Name				
EPN: 8		Emission Point Name:		
B. Manufacturer and Model Numbers (No.)				
Manufacturer No.:		Model No.: VH-245JP		
C. Name of Source(s) or Equipment Being Controlled				
Name	EPN	FIN		
Temporary Concrete Batch Plant				
D. Type of Particulate Controlled				
cement	sand	stone & dust		
E. Gas Stream Characteristics				
Design Maximum	Average Expected Flow Rate (acfm)	Gas Stream Temperature (°F)	Particulate Grain Loading (grain/scf)	
6500	6350	ambient	Inlet: 5	Outlet: .01
Pressure Drop (inches of H ₂ O)	Water Vapor Content of Effluent Stream (lb water/lb dry air)		Fan Requirements	
4.55			hp: 15	ft ³ /min.: 6500
F. Particulate Distribution (By Weight)				
Micron Range	Inlet %		Outlet %	
0.0-0.5				
0.5-1.0	99.9		99.9	
1.0-5.0	100		100	
5-10	99.98		99.98	
10-20				
over 20				
G. Filter Characteristics				
Filtering Velocity (acfm/ft ² of Cloth)	Bag Diameter (Inches)	Bag Length (feet)	Total Number of Bags	
6/1	6"	7"	99	

Texas Commission on Environmental Quality
Table 11
Fabric Filters

H. Bag Rows	
Indicate the arrangement of the baghouse bag filter rows.	<input type="checkbox"/> Staggered <input checked="" type="checkbox"/> Straight
I. Walkways	
Will walkways be provided between banks of bags?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
J. Filtering Material	
Identify the filtering media: polyester	
Any additional coating or treatment of the baghouse material:	
K. Cleaning of the Filter(s)	
Describe Bag Cleaning Method and Cycle: In-Truss Jet Pulse Dust Collector - "each row of filter bags is equipped with a solid state sequential timer that energizes a solenoid pilot valve, thus triggering the momentary pulse of compressed air through a blow pipe and down into a row of filter bags." In short: High frequency vibrator cleaner.	
L. Cost	
Capital Installed Cost: \$45,000	
Annual Operating Cost: \$500	

Note: Attach the details regarding the principle of operation and an assembly drawing (front and top view) of the abatement device drawn to scale clearly showing the design, size and shape.
 If the device has bypasses, safety valves, etc., include in the drawing and specify when such bypasses are to be used and under what conditions.

Process Flow Description

Aggregate is stored in divided stockpiles. A front end loader delivers aggregate from the stockpiles to an aggregate hopper, and a radial arm conveyor delivers aggregate to an overhead, multi-compartment bin. Appropriate aggregate from these compartments is dropped into the aggregate batcher and onto a conveyor that feeds the weigh batcher.

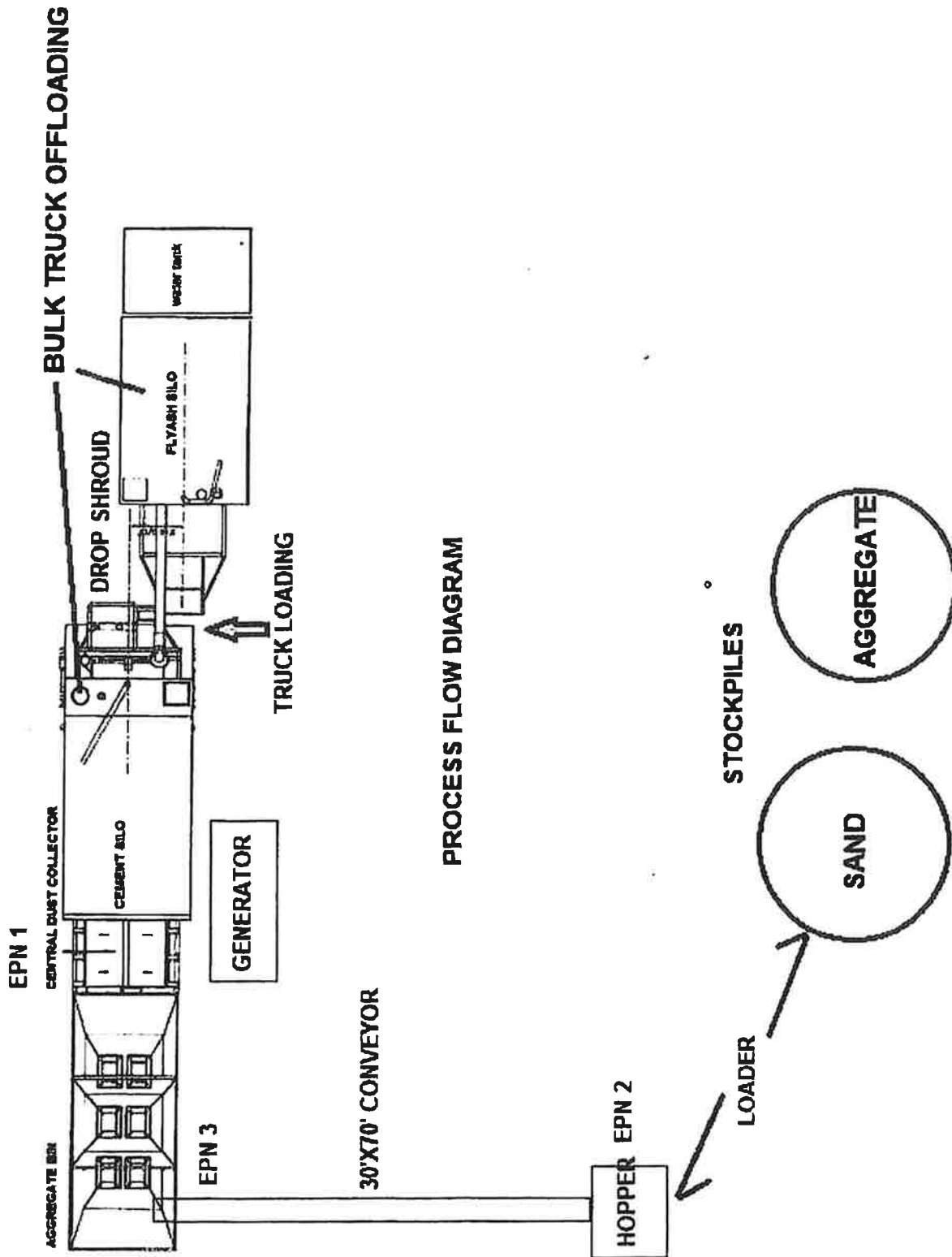
Cement and flyash are delivered by bulk transport and offloaded via a closed pneumatic system to the silos.

Cement and flyash are fed directly into the weigh batcher with the aggregate. The mixture then drops into the rotary mix truck via a truck drop shroud.

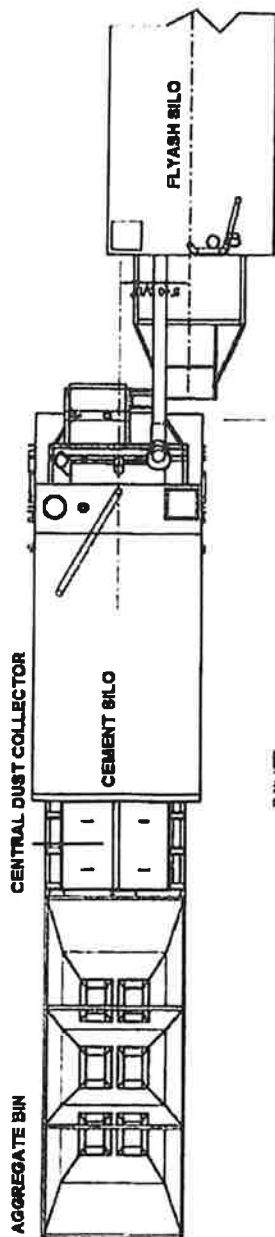
The cement and flyash silos, weigh batcher, and truck drop shroud are ducted to the central dust collector.

Aggregate is washed prior to delivery to the site. Aggregate stockpiles are watered to prevent wind erosion, and to prevent dust during batching process.

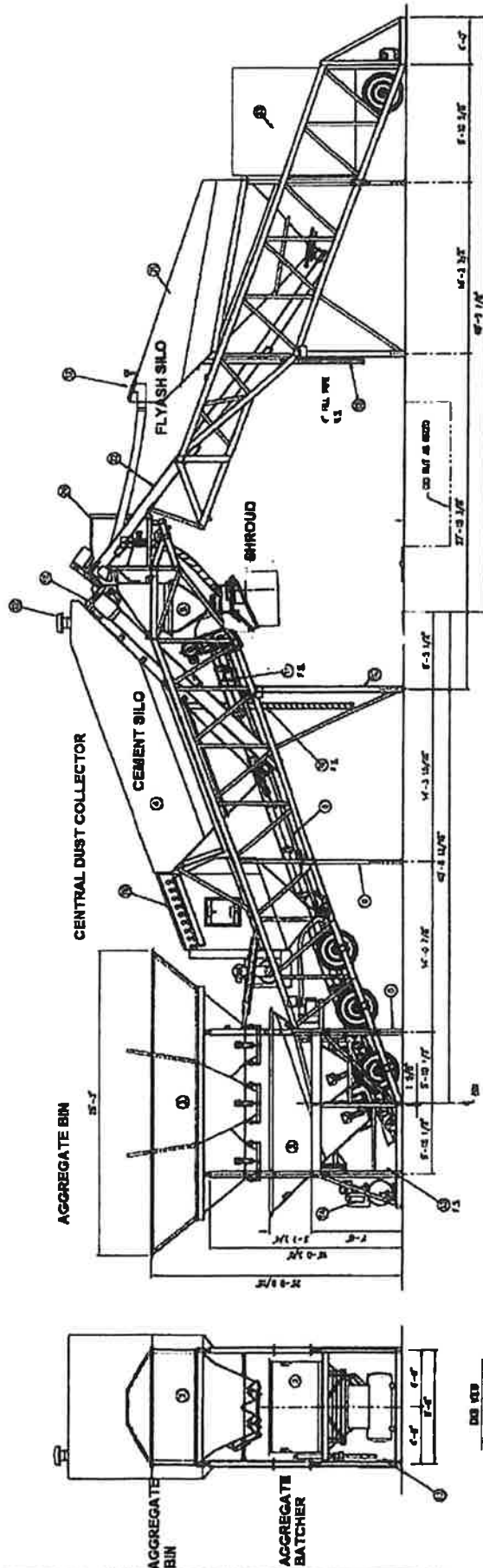
Roads and on site travel routes are watered for dust control.



BILL OF MATERIALS			
ITEM	QTY	DESCRIPTION	REMARKS
1	1	4" SCHED. 40 PIPE	2-100
2	1	4" SCHED. 40 PIPE	2-100
3	1	4" SCHED. 40 PIPE	2-100
4	1	4" SCHED. 40 PIPE	2-100
5	1	4" SCHED. 40 PIPE	2-100
6	1	4" SCHED. 40 PIPE	2-100
7	1	4" SCHED. 40 PIPE	2-100
8	1	4" SCHED. 40 PIPE	2-100
9	1	4" SCHED. 40 PIPE	2-100
10	1	4" SCHED. 40 PIPE	2-100
11	1	4" SCHED. 40 PIPE	2-100
12	1	4" SCHED. 40 PIPE	2-100
13	1	4" SCHED. 40 PIPE	2-100
14	1	4" SCHED. 40 PIPE	2-100
15	1	4" SCHED. 40 PIPE	2-100
16	1	4" SCHED. 40 PIPE	2-100
17	1	4" SCHED. 40 PIPE	2-100
18	1	4" SCHED. 40 PIPE	2-100
19	1	4" SCHED. 40 PIPE	2-100
20	1	4" SCHED. 40 PIPE	2-100
21	1	4" SCHED. 40 PIPE	2-100
22	1	4" SCHED. 40 PIPE	2-100
23	1	4" SCHED. 40 PIPE	2-100
24	1	4" SCHED. 40 PIPE	2-100
25	1	4" SCHED. 40 PIPE	2-100
26	1	4" SCHED. 40 PIPE	2-100
27	1	4" SCHED. 40 PIPE	2-100
28	1	4" SCHED. 40 PIPE	2-100
29	1	4" SCHED. 40 PIPE	2-100
30	1	4" SCHED. 40 PIPE	2-100
31	1	4" SCHED. 40 PIPE	2-100
32	1	4" SCHED. 40 PIPE	2-100
33	1	4" SCHED. 40 PIPE	2-100
34	1	4" SCHED. 40 PIPE	2-100
35	1	4" SCHED. 40 PIPE	2-100
36	1	4" SCHED. 40 PIPE	2-100
37	1	4" SCHED. 40 PIPE	2-100
38	1	4" SCHED. 40 PIPE	2-100
39	1	4" SCHED. 40 PIPE	2-100
40	1	4" SCHED. 40 PIPE	2-100
41	1	4" SCHED. 40 PIPE	2-100
42	1	4" SCHED. 40 PIPE	2-100
43	1	4" SCHED. 40 PIPE	2-100
44	1	4" SCHED. 40 PIPE	2-100
45	1	4" SCHED. 40 PIPE	2-100
46	1	4" SCHED. 40 PIPE	2-100
47	1	4" SCHED. 40 PIPE	2-100
48	1	4" SCHED. 40 PIPE	2-100
49	1	4" SCHED. 40 PIPE	2-100
50	1	4" SCHED. 40 PIPE	2-100
51	1	4" SCHED. 40 PIPE	2-100
52	1	4" SCHED. 40 PIPE	2-100
53	1	4" SCHED. 40 PIPE	2-100
54	1	4" SCHED. 40 PIPE	2-100
55	1	4" SCHED. 40 PIPE	2-100
56	1	4" SCHED. 40 PIPE	2-100
57	1	4" SCHED. 40 PIPE	2-100
58	1	4" SCHED. 40 PIPE	2-100
59	1	4" SCHED. 40 PIPE	2-100
60	1	4" SCHED. 40 PIPE	2-100
61	1	4" SCHED. 40 PIPE	2-100
62	1	4" SCHED. 40 PIPE	2-100
63	1	4" SCHED. 40 PIPE	2-100
64	1	4" SCHED. 40 PIPE	2-100
65	1	4" SCHED. 40 PIPE	2-100
66	1	4" SCHED. 40 PIPE	2-100
67	1	4" SCHED. 40 PIPE	2-100
68	1	4" SCHED. 40 PIPE	2-100
69	1	4" SCHED. 40 PIPE	2-100
70	1	4" SCHED. 40 PIPE	2-100
71	1	4" SCHED. 40 PIPE	2-100
72	1	4" SCHED. 40 PIPE	2-100
73	1	4" SCHED. 40 PIPE	2-100
74	1	4" SCHED. 40 PIPE	2-100
75	1	4" SCHED. 40 PIPE	2-100
76	1	4" SCHED. 40 PIPE	2-100
77	1	4" SCHED. 40 PIPE	2-100
78	1	4" SCHED. 40 PIPE	2-100
79	1	4" SCHED. 40 PIPE	2-100
80	1	4" SCHED. 40 PIPE	2-100
81	1	4" SCHED. 40 PIPE	2-100
82	1	4" SCHED. 40 PIPE	2-100
83	1	4" SCHED. 40 PIPE	2-100
84	1	4" SCHED. 40 PIPE	2-100
85	1	4" SCHED. 40 PIPE	2-100
86	1	4" SCHED. 40 PIPE	2-100
87	1	4" SCHED. 40 PIPE	2-100
88	1	4" SCHED. 40 PIPE	2-100
89	1	4" SCHED. 40 PIPE	2-100
90	1	4" SCHED. 40 PIPE	2-100
91	1	4" SCHED. 40 PIPE	2-100
92	1	4" SCHED. 40 PIPE	2-100
93	1	4" SCHED. 40 PIPE	2-100
94	1	4" SCHED. 40 PIPE	2-100
95	1	4" SCHED. 40 PIPE	2-100
96	1	4" SCHED. 40 PIPE	2-100
97	1	4" SCHED. 40 PIPE	2-100
98	1	4" SCHED. 40 PIPE	2-100
99	1	4" SCHED. 40 PIPE	2-100
100	1	4" SCHED. 40 PIPE	2-100



PLAN VIEW



END VIEW

SEE ELEVATION

THE VINCE HAGAN COMPANY			
DATE	REV.	BY	CHK.
10/1/73	1	W. H. H.	J. H. H.
10/1/73	2	W. H. H.	J. H. H.
10/1/73	3	W. H. H.	J. H. H.
10/1/73	4	W. H. H.	J. H. H.
10/1/73	5	W. H. H.	J. H. H.
10/1/73	6	W. H. H.	J. H. H.
10/1/73	7	W. H. H.	J. H. H.
10/1/73	8	W. H. H.	J. H. H.
10/1/73	9	W. H. H.	J. H. H.
10/1/73	10	W. H. H.	J. H. H.
10/1/73	11	W. H. H.	J. H. H.
10/1/73	12	W. H. H.	J. H. H.
10/1/73	13	W. H. H.	J. H. H.
10/1/73	14	W. H. H.	J. H. H.
10/1/73	15	W. H. H.	J. H. H.
10/1/73	16	W. H. H.	J. H. H.
10/1/73	17	W. H. H.	J. H. H.
10/1/73	18	W. H. H.	J. H. H.
10/1/73	19	W. H. H.	J. H. H.
10/1/73	20	W. H. H.	J. H. H.
10/1/73	21	W. H. H.	J. H. H.
10/1/73	22	W. H. H.	J. H. H.
10/1/73	23	W. H. H.	J. H. H.
10/1/73	24	W. H. H.	J. H. H.
10/1/73	25	W. H. H.	J. H. H.
10/1/73	26	W. H. H.	J. H. H.
10/1/73	27	W. H. H.	J. H. H.
10/1/73	28	W. H. H.	J. H. H.
10/1/73	29	W. H. H.	J. H. H.
10/1/73	30	W. H. H.	J. H. H.
10/1/73	31	W. H. H.	J. H. H.
10/1/73	32	W. H. H.	J. H. H.
10/1/73	33	W. H. H.	J. H. H.
10/1/73	34	W. H. H.	J. H. H.
10/1/73	35	W. H. H.	J. H. H.
10/1/73	36	W. H. H.	J. H. H.
10/1/73	37	W. H. H.	J. H. H.
10/1/73	38	W. H. H.	J. H. H.
10/1/73	39	W. H. H.	J. H. H.
10/1/73	40	W. H. H.	J. H. H.
10/1/73	41	W. H. H.	J. H. H.
10/1/73	42	W. H. H.	J. H. H.
10/1/73	43	W. H. H.	J. H. H.
10/1/73	44	W. H. H.	J. H. H.
10/1/73	45	W. H. H.	J. H. H.
10/1/73	46	W. H. H.	J. H. H.
10/1/73	47	W. H. H.	J. H. H.
10/1/73	48	W. H. H.	J. H. H.
10/1/73	49	W. H. H.	J. H. H.
10/1/73	50	W. H. H.	J. H. H.
10/1/73	51	W. H. H.	J. H. H.
10/1/73	52	W. H. H.	J. H. H.
10/1/73	53	W. H. H.	J. H. H.
10/1/73	54	W. H. H.	J. H. H.
10/1/73	55	W. H. H.	J. H. H.
10/1/73	56	W. H. H.	J. H. H.
10/1/73	57	W. H. H.	J. H. H.
10/1/73	58	W. H. H.	J. H. H.
10/1/73	59	W. H. H.	J. H. H.
10/1/73	60	W. H. H.	J. H. H.
10/1/73	61	W. H. H.	J. H. H.
10/1/73	62	W. H. H.	J. H. H.
10/1/73	63	W. H. H.	J. H. H.
10/1/73	64	W. H. H.	J. H. H.
10/1/73	65	W. H. H.	J. H. H.
10/1/73	66	W. H. H.	J. H. H.
10/1/73	67	W. H. H.	J. H. H.
10/1/73	68	W. H. H.	J. H. H.
10/1/73	69	W. H. H.	J. H. H.
10/1/73	70	W. H. H.	J. H. H.
10/1/73	71	W. H. H.	J. H. H.
10/1/73	72	W. H. H.	J. H. H.
10/1/73	73	W. H. H.	J. H. H.
10/1/73	74	W. H. H.	J. H. H.
10/1/73	75	W. H. H.	J. H. H.
10/1/73	76	W. H. H.	J. H. H.
10/1/73	77	W. H. H.	J. H. H.
10/1/73	78	W. H. H.	J. H. H.
10/1/73	79	W. H. H.	J. H. H.
10/1/73	80	W. H. H.	J. H. H.
10/1/73	81	W. H. H.	J. H. H.
10/1/73	82	W. H. H.	J. H. H.
10/1/73	83	W. H. H.	J. H. H.
10/1/73	84	W. H. H.	J. H. H.
10/1/73	85	W. H. H.	J. H. H.
10/1/73	86	W. H. H.	J. H. H.
10/1/73	87	W. H. H.	J. H. H.
10/1/73	88	W. H. H.	J. H. H.
10/1/73	89	W. H. H.	J. H. H.
10/1/73	90	W. H. H.	J. H. H.
10/1/73	91	W. H. H.	J. H. H.
10/1/73	92	W. H. H.	J. H. H.
10/1/73	93	W. H. H.	J. H. H.
10/1/73	94	W. H. H.	J. H. H.
10/1/73	95	W. H. H.	J. H. H.
10/1/73	96	W. H. H.	J. H. H.
10/1/73	97	W. H. H.	J. H. H.
10/1/73	98	W. H. H.	J. H. H.
10/1/73	99	W. H. H.	J. H. H.
10/1/73	100	W. H. H.	J. H. H.

ORDINANCE NUMBER 769-24

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING A SPECIFIC USE PERMIT (SUP) FOR A TEMPORARY BATCH PLANT LOCATED ON THE NORTH SIDE OF FM 407 AND TIMBERBROOK PARKWAY HAVING THE LEGAL DESCRIPTION AS A0439 A M. GARNETT, TR 6A, 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 applicant legally described as A0439 A M. GARNETT, TR 6A Justin, Denton County, TX, requested a Specific Use Permit for a Temporary Batch Plant; and

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

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

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

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

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

Section 2. That the Zoning Ordinance of Justin, Texas, regulating property legally described as A0439 A M. GARNETT, TR 6A Justin, Denton County, Texas, is amended to establish a Specific Use Permit as further described.

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

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

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

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

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 25th DAY OF JANUARY, 2024.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE 8th DAY OF FEBRUARY, 2024.

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

Approved as to form:

City Attorney



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 7. (PUBLIC HEARING)

Title: Public Hearing to consider and take appropriate action on the first reading approving Ordinance 768-24 regarding 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.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends tabling the item at the request of the Applicant (see email).

Background:

EXECUTIVE SUMMARY:

On October 26, 2021, City Council approved a Planned Development for Glen Coe Office Development, which included approximately 73,000 square-feet 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. The buffer to the east has trees in the easement, which is not permitted according to the code of ordinances. The applicant has conveyed they will comply, however, there was a miscommunication between the engineer and the applicant. The applicant is working to rectify this to meet the code and will present this on February 8th for second reading. Staff reached out to the applicant and confirmed they still wanted to go forward with the process.

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 23 spaces, which exceeds the minimum requirement.

PZ RECOMMENDATION:

On October 17, 2023, The Planning and Zoning Commission unanimously recommended approval with the following conditions:

1. The parking on the east side be removed and the landscaping in the Public Utility Easement be relocated outside the easement.
2. The lighting be set on a time in accordance with operation hours of the business.

PREVIOUS ACTION BY COUNCIL:

City Council tabled the SUP Application on December 14, 2023, at Staff's request to allow for the Applicant to revise the drawings.

City Council tabled the SUP Application on January 25, 2024, so the Applicant could provide updated landscape drawings.

City Attorney Review: No

Attachments:

1. Glen Coe Submittal
2. PZ Packet- Glen Coe Carwash
3. RE_ Tabling Item_
4. Ord. 768.24 Glen Coe Carwash SUP

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 Bk 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@downeypublishing.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.

Laura Hill
Owner Signature

7/10/23
Date

Laura K Hill
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
- ☐ 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.

Water Conservation: As environmental consciousness grows, so does the importance of water conservation. Our automatic car wash is equipped with advanced technologies that minimize water usage while still delivering a superior cleaning performance. By using more recycled water per wash compared to traditional methods, we are contributing to the preservation of our precious natural resources.

High-Quality Cleaning: Our car wash is equipped with the latest equipment and cleaning agents, ensuring that each vehicle that goes through our facility comes out looking sparkling clean. Our automated brushes, high-pressure jets, and specialized chemicals work together to remove dirt, grime, and contaminants, leaving vehicles not only clean but also well-maintained.

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.

Local Employment and Community Growth: The establishment of our automatic tunnel car wash facility will lead to the creation of job opportunities for residents of Justin. We are purchasing our high quality cleaning chemicals through a Justin resident. By building our tunnel car wash, we're not only benefiting from a clean vehicle, but also contributing to the economic growth of our community.

Thank you for your support, please feel free to call me with any questions. We are anticipating a five million dollar investment into this state-of-the-art tunnel car wash. It will compliment the style of the already approved Justin Crossing.

Best regards,

Preston Hill
Operator
682-472-7244

To City of Justin

This letter serves as a commitment that our car wash will have all lighting placed on a timer, which will mirror the hours of operation. Lights will be turned off during closed hours.

From Glen Coe Enterprises

A handwritten signature in cursive script that reads "Laura Hill". The signature is written in black ink and is positioned above the printed name "Owner: Laura Hill".

Owner: Laura Hill



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.

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



APRIL 13, 2023
©COPYRIGHT A PLUS DESIGN GROUP 2023



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.

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



APRIL 13, 2023
©COPYRIGHT A PLUS DESIGN GROUP 2023



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.

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



APRIL 13, 2023
©COPYRIGHT A PLUS DESIGN GROUP 2023



**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.



APRIL 13, 2023
©COPYRIGHT A PLUS DESIGN GROUP 2023

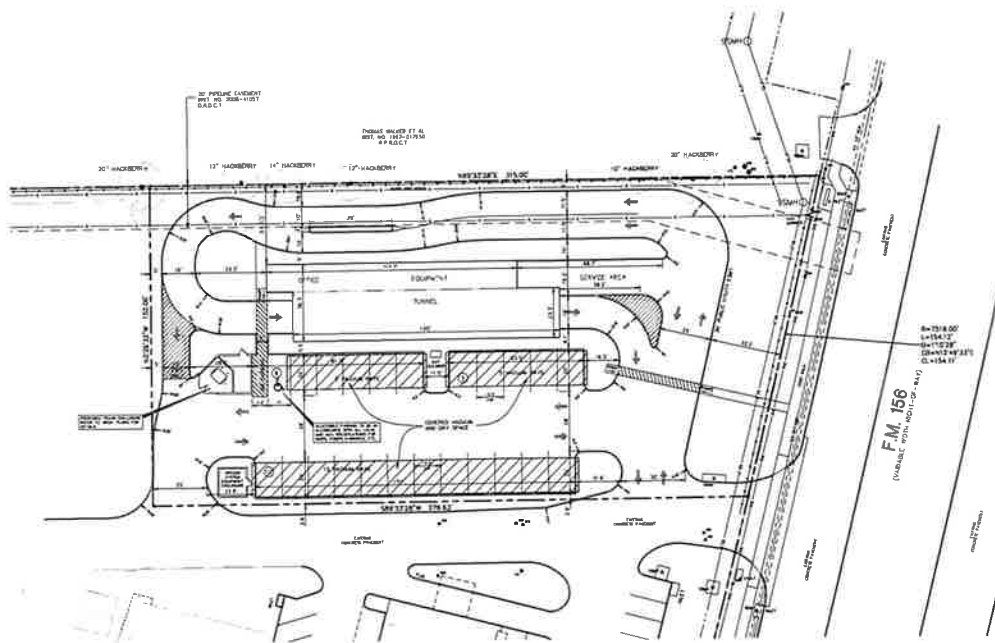


**JUSTIN TOWER PLAZA
DESIGN A
14942 FM 156
JUSTIN, TX**

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.



APRIL 13, 2023
©COPYRIGHT A PLUS DESIGN GROUP 2023





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

IDENTITY + CHARACTER

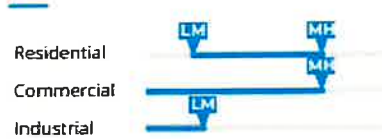
This district's character is primarily composed of the neighborhood south of John Wiley Rd and the commercial/industrial uses fronting FM156. As the first district approached from the Dallas Fort Worth Metroplex, this district is the gateway into the community. Establishing a historic and charming town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

CHALLENGES

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

Development Intensity

Regulatory Guidance



The South Gateway District is in the southeastern 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.

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.

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

Justin ETJ



Glen Coe Car Wash

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 Bk 1 Acreage 1.02
 Current Zoning General Business Proposed Zoning General business
 Current Use accreage 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@downeypublishing.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.

Laura Hill
Owner Signature

7/10/23
Date

Laura K Hill
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 unplatted 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.

Water Conservation: As environmental consciousness grows, so does the importance of water conservation. Our automatic car wash is equipped with advanced technologies that minimize water usage while still delivering a superior cleaning performance. By using more recycled water per wash compared to traditional methods, we are contributing to the preservation of our precious natural resources.

High-Quality Cleaning: Our car wash is equipped with the latest equipment and cleaning agents, ensuring that each vehicle that goes through our facility comes out looking sparkling clean. Our automated brushes, high-pressure jets, and specialized chemicals work together to remove dirt, grime, and contaminants, leaving vehicles not only clean but also well-maintained.

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.

Local Employment and Community Growth: The establishment of our automatic tunnel car wash facility will lead to the creation of job opportunities for residents of Justin. We are purchasing our high quality cleaning chemicals through a Justin resident. By building our tunnel car wash, we're not only benefiting from a clean vehicle, but also contributing to the economic growth of our community.

Thank you for your support, please feel free to call me with any questions. We are anticipating a five million dollar investment into this state-of-the-art tunnel car wash. It will compliment the style of the already approved Justin Crossing.

Best regards,


Preston Hill
Operator
682-472-7244

[illegible]

PROPOSED ON-SITE CONCRETE
PAVEMENT (6" 3,800 #/Y)

PROPOSED ON-SITE CONCRETE
PAVEMENT (7" 3,800 #/Y)

PROPOSED CONCRETE #4.4

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> PROJECT NO. </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> SHEET NO. </div> <div style="border: 1px solid black; padding: 5px;"> DATE </div>	<div style="text-align: right; margin-bottom: 10px;">SHEET # 1</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;"> SITE DIMENSIONAL CONTROL PLAN GLEN COE AUTOMATIC CARWASH </div> <div style="text-align: center; margin-bottom: 10px;"> 14201 N. 74th St. BLDG. 211 & BLDG. 1, GLEN COE ADDITION 10000 142nd Avenue, NE, Edmonds, WA 98149 </div> <div style="text-align: center; border: 1px solid black; padding: 5px; margin-bottom: 10px;"> JDJR PREPARED BY ENGINEERS & CONSULTANTS, INC. 10000 142nd Avenue, NE, Edmonds, WA 98149 (206) 222-1111 FAX (206) 222-1111 </div> <div style="text-align: center; border: 1px solid black; padding: 5px;">  </div> <div style="text-align: center; margin-top: 10px;"> DATE: 02-10-2013 TIME: 10:00 AM DRAWN BY: J. D. Johnson CHECKED BY: J. D. Johnson SCALE: 1" = 10' </div>
--	---



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.

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



APRIL 13, 2023
©COPYRIGHT A PLUS DESIGN GROUP 2023



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.

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



APRIL 13, 2023
©COPYRIGHT A PLUS DESIGN GROUP 2023



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.

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



APRIL 13, 2023
©COPYRIGHT A PLUS DESIGN GROUP 2023



**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.



APRIL 13, 2023
©COPYRIGHT A PLUS DESIGN GROUP 2023



**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.



APRIL 13, 2023
©COPYRIGHT A PLUS DESIGN GROUP 2023

From: phill@downeypublishing.com
To: [Matthew Cyr](#)
Cc: [Terry Mitchell](#); [Laura Hill](#)
Subject: RE: Tabling Item?
Date: Wednesday, January 31, 2024 3:52:53 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[1302-2-23 CIVIL PLANS REVISED-4-L1 LANDSCAPE PLAN-1.pdf](#)

Yes we are going to table until the 22nd or until March. Ive attached the most recent updates to the landscaping, if you have any comments or if you think it's suitable, let me know.

Thanks

Preston

-----Original Message-----

From: "Matthew Cyr" <mcyr@cityofjustin.com>

Sent: Wednesday, January 31, 2024 3:03pm

To: "phill@downeypublishing.com" <phill@downeypublishing.com>, "lhill@downeypublishing.com" <lhill@downeypublishing.com>

Subject: Tabling Item?

Hello Preston,

It was good running into you before lunch. You mentioned tabling the item and wanted to confirm since we are sending out the packet today. Let me know at your earliest convenience.

Thanks,



Matt Cyr

Director of Planning and Development

City of Justin

Phone: (940) 648-2541 x 106

www.cityofjustin.com



ORDINANCE NUMBER 768-24

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.

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 8th DAY OF FEBRUARY , 2024.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE 22nd DAY OF FEBRUARY, 2024.

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

Approved as to form:

City Attorney



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 8. (PUBLIC HEARING)

Title: Public Hearing to consider testimony regarding the dissolution of the existing Timberbrook Public Improvement District No. 2 previously created pursuant to Resolution No. 626-23 and act upon Resolution 650-24 dissolving the existing Timberbrook Public Improvement District No. 2.

Department: Finance

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

Recommendation:

Conduct Public Hearing. Once closed, staff recommends approving this resolution.

Background:

The Justin City Council authorized the creation of the Timberbrook Public Improvement District No. 2 at the October 12th, 2023, City Council Meeting. Since that date, the developer discovered a scrivener's error in the legal description of the district boundaries. Essentially, one of the school district's lots wasn't correctly defined in the original boundaries of the district. At this point in time, it is easier to dissolve Timberbrook PID No. 2 (as no action has been taken within that district yet) and re-create the district with the correct boundaries.

The Justin City Council called for these public hearings via resolutions at the January 11th, 2024 meeting. Since that date all required publications have been completed.

Any fees associated with this change will be covered by administrative funds that the developer provides to the City.

City Attorney Review: Yes

Attachments:

1. Justin Timberbrook PID - Resolution Dissolving Prior PID (final for 2-8 meeting)

CITY OF JUSTIN, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF JUSTIN, TEXAS, DISSOLVING THE
TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 2
AUTHORIZED BY RESOLUTION NO. 626-23 AND RESOLVING OTHER
MATTERS INCIDENT THERETO.**

WHEREAS, Chapter 372 of the Texas Local Government Code (the “Act”) authorizes the creation of public improvement districts; and

WHEREAS, on October 12, 2023, by Resolution No. 626-23 the City Council (the “City Council”) of the City of Justin, Texas (the “City”) after public hearing, authorized the creation of the Timberbrook Public Improvement District No. 2 (the “Original District”); and

WHEREAS, on December 28, 2023, the owners of real property within the Original District submitted and filed with the City Secretary of the City (the “City Secretary”) a petition (the “Dissolution Petition”), requesting that the City Council dissolve the Original District; and

WHEREAS, as of the date of this Resolution, no assessments have been levied on property within the Original District; and

WHEREAS, the Dissolution Petition was signed by: (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, as determined by the current roll of the Denton Central Appraisal District, and (ii) the record owners of real property who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment within the Original District; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment; and

WHEREAS, the Act requires that prior to the adoption of a resolution dissolving the Original District, the City Council must hold a public hearing on the advisability of dissolving the Original District in the same manner as a public hearing under Section 372.009 of the Act; and

WHEREAS, after providing due notice as required by applicable law, including the Act, the City Council held a public hearing on February 8, 2024, on the Dissolution Petition and the dissolution of the Original District; and

WHEREAS, after hearing all public comments and testimony relating to the Dissolution Petition, the City Council closed the public hearing; and

WHEREAS, the City Council now wishes to dissolve the Original District.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Dissolution Petition submitted to the City was filed with the City Secretary and determined that same complied with the requirements of the Act.

Section 3. The City Council has considered the Dissolution Petition and the evidence and testimony presented at the public hearing on February 8, 2024.

Section 4. Pursuant to the Act, including, without limitation, Section 372.011 and 372.009, the City Council hereby finds and declares that the Timberbrook Public Improvement District No. 2 created by Resolution 626-23 is dissolved for all purposes.

Section 5. The City Council hereby authorizes and directs the City Secretary, on or before February 15, 2024, in accordance with the Act, to file a copy of this Resolution dissolving the Original District with the county clerk of each county in which all or part of the Original District is located.

Section 6. Effective upon the date of the passage of this Resolution, the Original District shall be dissolved.

Section 7. This Resolution shall take effect immediately from and after its passage.

[Execution page follows]



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 9. (PUBLIC HEARING)

Title: Public Hearing to consider testimony regarding the creation of the Timberbrook Public Improvement District No. 2 and act upon Resolution 651-24 creating the Timberbrook Public Improvement District No. 2.

Department: Finance

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

Recommendation:

Conduct Public Hearing. Once closed, staff recommends approving this resolution.

Background:

The Justin City Council authorized the creation of the Timberbrook Public Improvement District No. 2 at the October 12th, 2023, City Council Meeting. Since that date, the developer discovered a scrivener's error in the legal description of the district boundaries. Essentially, one of the school district's lots wasn't correctly defined in the original boundaries of the district. At this point in time, it is easier to dissolve Timberbrook PID No. 2 (as no action has been taken within that district yet) and re-create the district with the correct boundaries.

The Justin City Council called for these public hearings via resolutions at the January 11th, 2024 meeting. Since that date all required publications have been completed.

Any fees associated with this change will be covered by administrative funds that the developer provides to the City.

City Attorney Review: Yes

Attachments:

1. Justin Timberbrook PID - Resolution Creating PID (final for 2-8 meeting)

CITY OF JUSTIN, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF JUSTIN, TEXAS AUTHORIZING AND CREATING THE TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 2 IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district within its City limits or its extraterritorial jurisdiction; and

WHEREAS, on December 28, 2023, the owner of (1) taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) real property liable for assessment under the proposal who: (A) constitutes more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal; or (B) owns taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), submitted and filed with the City Secretary of the City (the "City Secretary") a petition ("Petition") requesting the establishment of a public improvement district by the City for property within the corporate limits of the City in conformity with the Act; and

WHEREAS, the Petition requested the creation of the Timberbrook Public Improvement District No. 2 (the "District"), which District is located within the corporate limits of the City and is more particularly described by metes and bounds in Exhibit A (the "Property") attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "City Council") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in an official newspaper of general circulation in the City and mailing notice of the hearing, all as required by and in conformity with the Act, the City

Council, conducted a public hearing on the advisability of the improvements and services on February 8, 2024; and

WHEREAS, the City Council closed the public hearing on the advisability of the improvements and services on February 8, 2024.

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

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on February 8, 2024, hereby finds and declares:

(a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) **General Nature of the Authorized Improvements.** The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interests of the City and confer a special benefit upon the Property, may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains,

lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) acquisition of real property, interests in real property, or contract rights in connection with the Authorized Improvements; (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) projects similar to those listed in subsections (i) - (v) above or authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (viii) payment of costs associated with special supplemental services for improvement and promotion of the District as approved by the City including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (ix) payment of costs associated with developing and financing the public improvements listed in (i) - (viii) above, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) above, and costs of establishing, administering and operating the District (collectively, the “Authorized Improvements”).

(c) **Estimated Costs of the Authorized Improvements.** The estimated total costs of the Authorized Improvements is \$100,000,000, which costs shall be paid by assessment of the property owners within the proposed District.

(d) **Boundaries of the District.** The District is proposed to include approximately 155.285 acres of property generally located west of N. Farm to Market Road 156 and north of Farm to Market Road 407 and within the corporate limits of the City, as more particularly described in the metes and bounds in **Exhibit A** attached hereto.

(e) **Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain

assessments may be paid in annual installments (including interest). If allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

(f) **Apportionment of Costs.** The City will not be obligated to provide any funding to finance the Authorized Improvements, other than from assessments levied on the Property. No City property in the District shall be assessed. The developer of the property (the “Developer”) may fund certain costs of the Authorized Improvements from other funds available to the Developer.

(g) **Management of the District.** The District shall be managed by the City, with the assistance of one or more consultants, who shall, from time to time, advise the City regarding certain operations of the District.

(h) **Advisory Board.** The District shall be managed without the creation of an advisory body.

SECTION 4. The Timberbrook Public Improvement District No. 2 is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. The City Council hereby authorizes and directs the City Secretary, on or before February 15, 2024, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the District is located.

SECTION 6. Effective upon the date of the passage of this Resolution, the District shall be established.

SECTION 7. This Resolution is effectively immediately from and after the date of its passage in accordance with law.

ADOPTED, PASSED, AND APPROVED on this February 8, 2024.

CITY OF JUSTIN, TEXAS

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

(CITY SEAL)

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2024, by James Clark,
Mayor of the City of Justin, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY
PID #2

All that certain lot, tract, or parcel of land, situated in a portion of the Margaret Garnett Survey, Abstract No. 439, William Reed Survey, Abstract No. 1071, Joseph Sutton Survey, Abstract No. 1151, Carl Boeger Survey, Abstract No. 121, City of Justin, Denton County, Texas, being part of that certain called 411.268 acre tract described in a deed to Justin Timberbrook, LLC recorded in Document No. 2016-55837 of the Deed Records of Denton County, Texas (DRDCT), part of that certain called 241.210 acre tract described in a deed to Justin Timberbrook, LLC recorded in Document No. 2017-5803 (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 5/8" iron rod found for the Southeast corner of said 241.210 acre tract, the Southwest corner of a called 9.001 acre tract described in a deed to Milestone Church recorded in Document No. 2022-170409 (DRDCT), and being in the North right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width);

THENCE South 89 deg. 20 min. 19 sec. West along the South line of said 241.210 acre tract and said North right-of-way line, a distance of 559.43 feet to a 1/2" capped iron rod found stamped "GMcivil", from which a wood highway post bears North 77 deg. 58 min. 45 sec. East - 1.77 feet, said point being a Point of Curvature of a circular curve to the left, having a radius of 617.96 feet, a central angle of 21 deg. 56 min. 53 sec., and being subtended by a chord which bears South 78 deg. 21 min. 53 sec. West - 235.27 feet;

THENCE in a westerly direction along said curve to the left, the South line of said 241.210 acre tract, and said North right-of-way line, a distance of 236.72 feet to a 1/2" capped iron rod found stamped "GMcivil", from which a 5/8" iron rod found bears South 55 deg. 10 min. 08 sec. West - 4.21 feet;

THENCE South 89 deg. 23 min. 23 sec. West non-tangent to said curve, departing said North right-of-way line and continue along said South line, a distance of 256.24 feet to a 1/2" capped iron rod found stamped "GMcivil" for the Southwest corner of said 241.210 acre tract;

THENCE North 00 deg. 34 min. 11 sec. West along the West line of said 241.210 acre tract, a distance of 3,076.82 feet to a 5/8" iron rod found for an ell corner of same;

THENCE South 85 deg. 36 min. 42 sec. East departing said West line, a distance of 17.09 feet;

THENCE North 00 deg. 22 min. 06 sec. West, a distance of 201.64 feet;

THENCE North 89 deg. 37 min. 54 sec. East, a distance of 60.00 feet;

THENCE North 00 deg. 22 min. 06 sec. West, a distance of 110.00 feet;

THENCE North 89 deg. 37 min. 54 sec. East, a distance of 190.28 feet;

THENCE North 04 deg. 54 min. 30 sec. East, a distance of 2,281.01 feet to the North line of said 241.210 acre tract;

THENCE North 88 deg. 14 min. 56 sec. East, at 574.38 feet pass a 1/2" capped iron rod found stamped "GMcivil" for the Northwest corner of said 241.210 acre tract and the Northwest corner of said 411.268 acre tract, continue a total distance of 1,229.45 feet point in Oliver Creek;

THENCE North 03 deg. 52 min. 41 sec. West along a West line of said 411.268 acre tract, a distance of 134.57 feet 10" cedar fence post for the most northerly Northwest corner of same;

THENCE North 77 deg. 31 min. 56 sec. East along the North line of said 411.268 acre tract, a distance of 74.88 feet to a 20" double pecan tree;

THENCE North 74 deg. 21 min. 14 sec. East along said North line, a distance of 163.65 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,640.00 feet, a central angle of 26 deg. 01 min. 14 sec., and being subtended by a chord which bears South 13 deg. 59 min. 29 sec. West - 1,188.66 feet;

THENCE in a southerly direction along said curve to the left and departing said North line, a distance of 1,198.94 feet;

THENCE South 00 deg. 25 min. 43 sec. East non-tangent to said curve, a distance of 2,736.00 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,640.00 feet, a central angle of 08 deg. 17 min. 28 sec., and being subtended by a chord which bears South 08 deg. 13 min. 52 sec. East - 381.70 feet;

THENCE in a southerly direction along said curve to the left, a distance of 382.03 feet to the North line of a called 32.216 acre tract described in a deed to JT Ladera, LLC recorded in Document No. 2022-169892 (DRDCT);

THENCE South 89 deg. 27 min. 48 sec. West non-tangent to said curve and continue along said North line, a distance of 633.74 feet to a 1/2" capped iron rod found stamped "McADAMS" for the Northwest corner of said 32.216 acre tract and being in the East line of said 241.210 acre tract;

THENCE South 00 deg. 25 min. 43 sec. East along the East line of said 241.210 acre tract, the West line of said 32.216 acre tract, and the West line of said 9.001 acre tract, a distance of 1,563.76 feet to the **POINT OF BEGINNING**, containing 7,530,727 square feet or 172.882 acres of land, more or less.

EXCEPT FROM THEREOF:

All that certain lot, tract, or parcel of land, situated in a portion of the Margaret Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being part of that certain called 241.210 acre tract described in a deed to Justin Timberbrook, LLC recorded in Document No. 2017-5803 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

COMMENCING at a 5/8" iron rod found for the Southeast corner of said 241.210 acre tract, the Southwest corner of a called 9.001 acre tract described in a deed to Milestone Church recorded in Document No. 2022-170409 (DRDCT) and being in the North right-of-way line of Farm-to-Market Road No. 407 (90' width right-of-way);

THENCE North 00 deg. 25 min. 43 sec. West departing said North right-of-way line and continue along the East line of said 241.210 acre tract and the West line of said 9.001 acre tract, at 680.15 feet pass a 1/2" capped iron rod found stamped "MCADAMS" for the Northwest corner of said 9.001 acre tract and the Southwest corner of a called 32.216 acre tract described in a deed to JT Ladera, LLC recorded in Document No. 2022-169892 (DRDCT), continue along said East line and the West line of said 32.216 acre tract, at 1,563.75 feet pass a 1/2" capped iron rod found stamped "MCADAMS" for the Northwest corner of said 32.216 acre tract, continue along said East line and the West line of a called 411.268 acre tract described in a deed to Justin Timberbrook, LLC recorded in Document No. 2016-55837 (DRDCT) a total distance of 1,620.02 feet to a 1/2" capped iron rod set stamped "GMCIVIL" hereinafter referred to as 1/2" capped iron rod set, said point being the **TRUE POINT OF BEGINNING**;

THENCE South 89 deg. 34 min. 28 sec. West departing said East and West lines, a distance of 274.63 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 50.00 feet, a central angle of 96 deg. 29 min. 26 sec., and being subtended by a chord which bears North 77 deg. 28 min. 33 sec. West - 74.60 feet;

THENCE in a westerly direction along said curve to the left, a distance of 84.20 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 535.00 feet, a central angle of 18 deg. 47 min. 58 sec., and being subtended by a chord which bears South 75 deg. 13 min. 40 sec. West - 174.75 feet;

THENCE in a westerly direction along said curve to the left, a distance of 175.54 feet to a 1/2" capped iron rod set;

THENCE South 65 deg. 49 min. 41 sec. West tangent to said curve, a distance of 354.36 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the right, having a radius of 465.00 feet, a central angle of 12 deg. 04 min. 33 sec., and being subtended by a chord which bears South 71 deg. 51 min. 57 sec. West - 97.82 feet;

THENCE in a westerly direction along said curve to the right, a distance of 98.00 feet to a 1/2" capped iron rod set;

THENCE North 56 deg. 10 min. 04 sec. West non-tangent to said curve, a distance of 14.06 feet to a 1/2" capped iron rod set;

THENCE North 10 deg. 51 min. 19 sec. West, a distance of 109.87 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the right, having a radius of 770.00 feet, a central angle of 10 deg. 29 min. 14 sec., and being subtended by a chord which bears North 05 deg. 36 min. 43 sec. West - 140.74 feet;

THENCE in a northerly direction along said curve to the right, a distance of 140.94 feet to a 1/2" capped iron rod set;

THENCE North 00 deg. 22 min. 06 sec. West tangent to said curve, a distance of 514.51 feet to a 1/2" capped iron rod set;

THENCE North 44 deg. 37 min. 54 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 37 min. 54 sec. East, a distance of 520.83 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the right, having a radius of 770.00 feet, a central angle of 08 deg. 53 min. 31 sec., and being subtended by a chord which bears South 85 deg. 55 min. 20 sec. East - 119.38 feet;

THENCE in an easterly direction along said curve to the right, a distance of 119.50 feet to a 1/2" capped iron rod set;

THENCE South 81 deg. 28 min. 35 sec. East tangent to said curve, a distance of 179.26 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the left, having a radius of 830.00 feet, a central angle of 03 deg. 12 min. 52 sec., and being subtended by a chord which bears South 83 deg. 05 min. 01 sec. East - 46.56 feet;

THENCE in an easterly direction along said curve to the left, a distance of 46.57 feet to a 1/2" capped iron rod set for a Point of Curvature of a compound circular curve to the left, having a radius of 300.00 feet, a central angle of 10 deg. 48 min. 17 sec., and being subtended by a chord which bears North 89 deg. 54 min. 25 sec. East - 56.49 feet;

THENCE in an easterly direction along said curve to the left, a distance of 56.57 feet to a 1/2" capped iron rod set for a Point of Curvature of a reverse circular curve to the right, having a radius of 300.00 feet, a central angle of 05 deg. 04 min. 00 sec., and being subtended by a chord which bears North 87 deg. 02 min. 17 sec. East - 26.52 feet;

THENCE in an easterly direction along said curve to the right, a distance of 26.53 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 34 min. 17 sec. East tangent to said curve, a distance of 21.79 feet to a 1/2" capped iron rod set in the East line of said 241.210 acre tract and the West line of said 411.268 acre tract, from which a 1/2" iron rod found for the Northeast corner of said 241.210 acre tract and the Northwest corner of said 411.268 acre tract bears North 00 deg. 25 min. 43 sec. West - 3,463.58 feet;

THENCE South 00 deg. 25 min. 43 sec. East along said East and West lines, a distance of 538.71 feet to the **POINT OF BEGINNING**, containing 610,641 square feet or 14.018 acres of land, more or less.

EXCEPT FROM THEREOF:

All that certain lot, tract, or parcel of land, situated in a portion of the Carl Boeger Survey, Abstract No. 121, Margaret Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being part of that certain called 241.210 acre tract described in a deed to Justin Timberbrook, LLC recorded in Document No. 2017-5803 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod found stamped "GMcivil" for the Southwest corner of said 241.210 acre tract;

THENCE North 00 deg. 34 min. 11 sec. West along the West line of said 241.210 acre tract, a distance of 3,076.82 feet to a 5/8" iron rod found for an ell corner of same;

THENCE South 85 deg. 36 min. 42 sec. East departing said West line, a distance of 17.09 feet;

THENCE South 00 deg. 22 min. 06 sec. East, a distance of 1,349.32 feet to a Point of Curvature of a circular curve to the left, having a radius of 830.00 feet, a central angle of 10 deg. 29 min. 14 sec., and being subtended by a chord which bears South 05 deg. 36 min. 43 sec. East - 151.71 feet;

THENCE in a southerly direction along said curve to the left, a distance of 151.92 feet;

THENCE South 10 deg. 51 min. 19 sec. East tangent to said curve, a distance of 335.04 feet to a Point of Curvature of a circular curve to the right, having a radius of 770.00 feet, a central angle of 19 deg. 56 min. 14 sec., and being subtended by a chord which bears South 00 deg. 53 min. 12 sec. East - 266.59 feet;

THENCE in a southerly direction along said curve to the right, a distance of 267.94 feet;

THENCE South 09 deg. 04 min. 55 sec. West tangent to said curve, a distance of 248.67 feet to a Point of Curvature of a circular curve to the left, having a radius of 630.00 feet, a central angle of 33 deg. 46 min. 31 sec., and being subtended by a chord which bears South 07 deg. 48 min. 21 sec. East - 366.02 feet;

THENCE in a southerly direction along said curve to the left, a distance of 371.38 feet;

THENCE South 24 deg. 41 min. 36 sec. East tangent to said curve, a distance of 101.19 feet to a Point of Curvature of a circular curve to the right, having a radius of 370.00 feet, a central angle of 21 deg. 09 min. 57 sec., and being subtended by a chord which bears South 14 deg. 06 min. 38 sec. East - 135.91 feet;

THENCE in a southerly direction along said curve to the right, a distance of 136.68 feet;

THENCE South 03 deg. 31 min. 40 sec. East tangent to said curve, a distance of 13.88 feet to a Point of Curvature of a circular curve to the left, having a radius of 430.00 feet, a central angle of 15 deg. 33 min. 29 sec., and being subtended by a chord which bears South 11 deg. 18 min. 24 sec. East - 116.40 feet;

THENCE in a southerly direction along said curve to the left, a distance of 116.76 feet;

THENCE South 23 deg. 54 min. 56 sec. West non-tangent to said curve, a distance of 19.29 feet;

THENCE South 89 deg. 23 min. 23 sec. West, a distance of 178.91 feet to the **POINT OF BEGINNING**, containing 155,855 square feet or 3.578 acres of land, more or less.

LEAVING A NET AREA OF 6,764,231 SQUARE FEET OR 155.285 ACRES OF LAND, MORE OR LESS.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 10. (PUBLIC HEARING)

Title: Public Hearing to consider and act upon Resolution 649-24 for a Replat to subdivide one lot into two lots legally described as Lot 8R and Lot 8R1, Fox Bane Estates. Generally located north from the intersection of Sam Reynolds Road and Mary Polk Road.

Department: Administration

Contact:

Recommendation:

Staff recommends approval based on the Plat meeting all of the requisite conditions.

Background:

The Applicant is requesting a Replat in the Extraterritorial Jurisdiction (ETJ) to subdivide one lot into two lots. Lot 8R will be 1.78 acres and Lot 8R1 will be one-acre. The City will not be providing any services to the property (water, sewer, roads). Since the proposed plat is under four lots a preliminary plat is not required per Chapter 42 subdivision ordinance.

According to Sec. 52-43 all replats are subject to a Public Hearing and require Planning and Zoning Commission recommendation and Council action.

ACCESS & SERVICES: There is one access point off of Mary Polk Road. The services utilized will be septic and well water, which is permitted through Denton County and TCEQ. The services that will be provided by the County and TCEQ are noted on the plat.

ROW DEDICATION: None per the Comprehensive plan.

City Attorney Review: No

Attachments:

1. PZ Packet- Foxbane Estates
2. Foxbane Estates Replat Resolution



PLANNING & ZONING COMMISSION MEETING

Staff Report
January 16, 2024

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

PROJECT: Consider and act upon a recommendation for a Replat to subdivide one lot into two lots legally described as Lot 8R and Lot 8R1, Fox Bane Estates. Generally located north from the intersection of Sam Reynolds Road and Mary Polk Road.

APPLICANT: Marcus Miller, Lonestar Land Survey

**EXECUTIVE
SUMMARY:**

The Applicant is requesting a Replat in the Extraterritorial Jurisdiction (ETJ) to subdivide one lot into two lots. Lot 8R will be 1.78 acres and Lot 8R1 will be one-acre. The City will not be providing any services to the property (water, sewer, roads). Since the proposed plat is under four lots a preliminary plat is not required per Chapter 42 subdivision ordinance.

DETAILS: According to Sec. 52-43 all replats are subject to a Public Hearing and require Planning and Zoning Commission recommendation and Council action.

**ACCESS &
SERVICES:**

There is one access point off of Mary Polk Road. The services utilized will be septic and well water, which is permitted through Denton County and TCEQ. The services that will be provided by the County and TCEQ are noted on the plat.

ROW

DEDICATION: None per the Comprehensive plan.

ACTION CONSIDERED:

- 1) Make a recommendation to City Council to approve, approve with conditions, table with clarification and intent or deny.

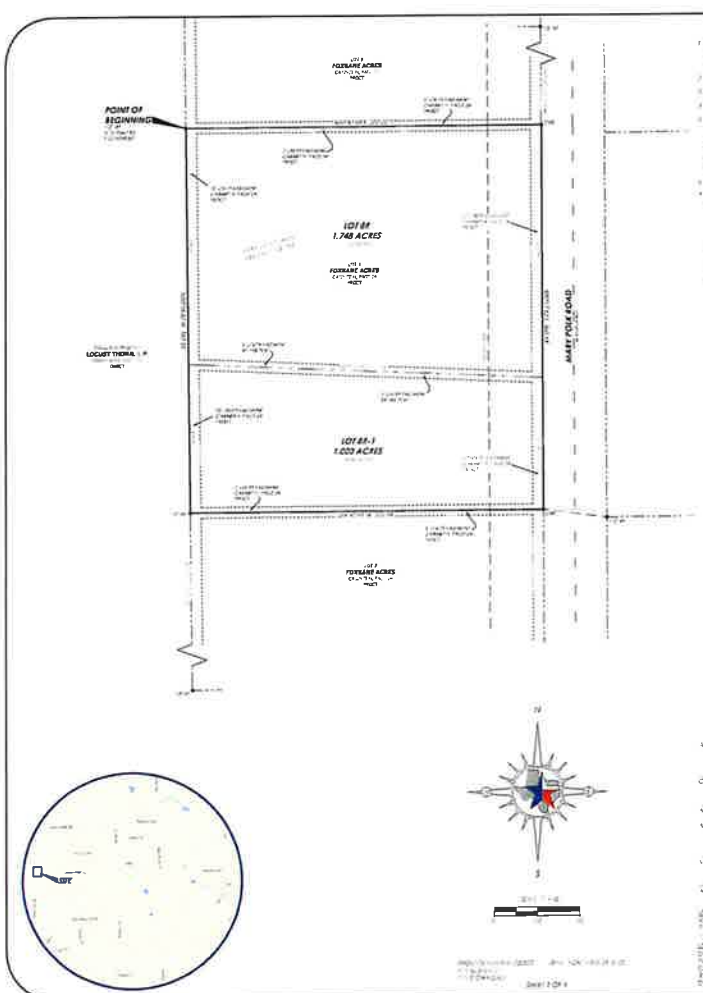
STAFF RECOMMENDATION:

Staff recommends approval based on the Plat meeting all of the requisite conditions.

ATTACHMENTS:

- (A) Map
- (B) Supporting Documentation





GENERAL NOTES

1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, TEXAS.
2. THE SURVEY WAS MADE BY THE SURVEYOR, J. MARSHALL MILLER, AND THE RESULTS ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.
3. THE SURVEY WAS MADE ON THE BASIS OF THE FOLLOWING DATA:
 - a. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - b. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - c. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
4. THE SURVEY WAS MADE ON THE BASIS OF THE FOLLOWING DATA:
 - a. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - b. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - c. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
5. THE SURVEY WAS MADE ON THE BASIS OF THE FOLLOWING DATA:
 - a. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - b. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - c. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
6. THE SURVEY WAS MADE ON THE BASIS OF THE FOLLOWING DATA:
 - a. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - b. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - c. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
7. THE SURVEY WAS MADE ON THE BASIS OF THE FOLLOWING DATA:
 - a. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - b. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - c. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
8. THE SURVEY WAS MADE ON THE BASIS OF THE FOLLOWING DATA:
 - a. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - b. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - c. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
9. THE SURVEY WAS MADE ON THE BASIS OF THE FOLLOWING DATA:
 - a. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - b. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - c. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
10. THE SURVEY WAS MADE ON THE BASIS OF THE FOLLOWING DATA:
 - a. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - b. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.
 - c. A CORNER OF THE SURVEY WAS FOUND AT THE INTERSECTION OF THE MARRY POLK ROAD AND THE LINE OF THE SURVEY.

ROOD STATEMENT

THE SURVEY WAS MADE BY THE SURVEYOR, J. MARSHALL MILLER, AND THE RESULTS ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

SUBJECT'S CERTIFICATION

THE SURVEY WAS MADE BY THE SURVEYOR, J. MARSHALL MILLER, AND THE RESULTS ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

OWNER'S CERTIFICATE

THE SURVEY WAS MADE BY THE SURVEYOR, J. MARSHALL MILLER, AND THE RESULTS ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

REPLAT

THE SURVEY WAS MADE BY THE SURVEYOR, J. MARSHALL MILLER, AND THE RESULTS ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

FOXBARNE ESTATES

THE SURVEY WAS MADE BY THE SURVEYOR, J. MARSHALL MILLER, AND THE RESULTS ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

BEING A REPLAT OF LOT 8, FOXBARNE ESTATES, AS PREVIOUSLY FILED IN CABINET H, PAGE 24, PLAT RECORDS, DENTON COUNTY, TEXAS.

2.748 ACRES OF LAND SITUATED IN THE MARRY POLK SURVEY, ABSTRACT NO. 993, IN THE E.T.J. OF THE CITY OF JUSTIN, DENTON COUNTY, TEXAS

REPLAT

THE SURVEY WAS MADE BY THE SURVEYOR, J. MARSHALL MILLER, AND THE RESULTS ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

LOT 8B AND 8A

THE SURVEY WAS MADE BY THE SURVEYOR, J. MARSHALL MILLER, AND THE RESULTS ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

FOXBARNE ESTATES

THE SURVEY WAS MADE BY THE SURVEYOR, J. MARSHALL MILLER, AND THE RESULTS ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

BEING A REPLAT OF LOT 8, FOXBARNE ESTATES, AS PREVIOUSLY FILED IN CABINET H, PAGE 24, PLAT RECORDS, DENTON COUNTY, TEXAS.

2.748 ACRES OF LAND SITUATED IN THE MARRY POLK SURVEY, ABSTRACT NO. 993, IN THE E.T.J. OF THE CITY OF JUSTIN, DENTON COUNTY, TEXAS

REPLAT

LOT 8B AND 8A

FOXBARNE ESTATES

BEING A REPLAT OF LOT 8, FOXBARNE ESTATES, AS PREVIOUSLY FILED IN CABINET H, PAGE 24, PLAT RECORDS, DENTON COUNTY, TEXAS.

2.748 ACRES OF LAND SITUATED IN THE MARRY POLK SURVEY, ABSTRACT NO. 993, IN THE E.T.J. OF THE CITY OF JUSTIN, DENTON COUNTY, TEXAS

-LONESTAR-

LAND SURVEYING, LLC

TBPELS FIRM# 10194707

3521 SW WILSHIRE BLVD.

JOSHUA, TX 76058

817-935-8701

MARSHALL.MILLER@LONESTARLANDSURVEYING.COM

Sec. 42-53. Replatting.

- (a) *Replat required.* Unless otherwise expressly provided for herein, a property owner who proposes to replat any portion of an already approved final plat, other than to amend or vacate the plat, must first obtain approval for the replat under the same standards and by the same procedures prescribed for the final platting of land by these regulations.
- (b) *Replatting without vacating preceding plat.* A replat of a final plat or portion of a final plat may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:
 - (1) Is signed and acknowledged by only the owners of the property being replatted;
 - (2) Is approved, after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard, by the planning and zoning commission and city council; and
 - (3) Does not attempt to amend or remove any covenants or restrictions previously incorporated in the final plat.
- (c) Previous requirements or conditions of approval which are still valid.
 - (1) In addition to compliance with (b) above, a replat without vacation of the preceding plat must conform to the requirements of this section if:
 - a. During the preceding five years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot; or
 - b. Any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.
 - c. Compliance with this subsection (c) is not required for approval of a replat of part of the preceding plat if the area to be replatted was designated or reserved for other than single or duplex family residential use by notation on the last legally recorded plat or in the legally recorded restrictions applicable to the plat.
- (d) Notice of the public hearing required under (b) above shall be given before the fifteenth day before the date of the hearing by publication in an official newspaper or a newspaper of general circulation in the county and by written notice, with a copy of any special conditions, sent to the owners, as indicated on the most recently approved ad valorem tax roll of the city, of lots that are in the original subdivision within 200 feet of the lots to be replatted. The written notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the city. The city manager may, at their discretion, require the display of a sign on the property indicating that an application is pending approval for a replat. Information regarding property owners of record who are entitled to receive written notice as established herein shall be provided by the subdivider prior to the development review committee (DRC) comment and plat application deadline.
- (e) If 20 percent or more of the owners to whom notice is required to be given under subsection (b) above file with the city a written protest of the replatting before or at the hearing, approval of the replat will require the affirmative vote of three-fourths of the city council members present. In computing percentages of ownership, each lot is considered equal to all other lots regardless of size or number of owners, and the owners of each lot are entitled to cast only one vote per lot. The area of streets and alleys shall be included in computing the percentage of land area.
- (f) Any replat which adds or deletes lots must include the original subdivision boundaries.

-
- (g) If the previous plat is vacated as prescribed in Section 212.013 of the V.T.C.A. Texas Local Government Code, a public hearing is not required for a replat of the area vacated.
 - (h) The replat of the subdivision shall meet all the requirements for a final plat for a new subdivision that may be pertinent, as provided for herein.
 - (i) The title shall identify the document as "Lots _____, being a replat of Lots _____ of Block _____ of the _____ Subdivision".
 - (j) All taxes including a tax certificate with all plats and other fees due on replatted lots shall be paid and cleared before final approval of the replat by the city council.

(Ord. No. 622-19, § 2(Exh. A), 1-14-2019)

RESOLUTION NO. 649-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING A REPLAT TO SUBDIVIDE ONE LOT INTO TWO LOTS LEGALLY DESCRIBED AS LOT 8R AND LOT 8R1, FOX BANE ESTATES. GENERALLY LOCATED NORTH FROM THE INTERSECTION OF SAM REYOLDS ROAD AND MARY POLK ROAD.

WHEREAS, The City of Justin published all the requisite notices to hold Public Hearing in accordance with all local and State regulations; and,

WHEREAS, the Planning and Zoning Commission held a Public Hearing on January 16, 2024, and gave it's recommendation in accordance with all local and state regulations; and,

WHEREAS, the City Council held a Public Hearing on February 8, 2024, and approved the Replat in accordance with all local and state regulations; and,

WHEREAS, The City Council has the authority to approve plats in accordance with Chapter 42 of the subdivision regulations and Section 212 of the Texas Local Government Code; and

WHEREAS, the City Council hereby approves the plat in accordance with the subdivision regulations;

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

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

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. That the City Council of the City of Justin, Texas, after considering the recommendation for approval from the Planning and Zoning Commission on February 8, 2024 does hereby approve the Replat, attached hereto as "Exhibit A".

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 8th day of February 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

City Attorney





City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 11. (WORKSHOP)

Title: Discussion regarding award of contract for Waste Management Services.

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

This item is for discussion only.

Background:

Waste Connections, Inc. is the most advantageous bidder for the Solid Waste & Recycling Services contract with the City of Justin. Here is a summary of the key dates:

1. Current Contract Status: The existing contract with Waste Connections, Inc. for Solid Waste & Recycling Services is set to expire on March 1, 2024.
2. RFP Advertisement: In December 2023, the City of Justin advertised a Request For Proposal (RFP) for Solid Waste & Recycling Services, signaling their intention to explore new service providers.
3. Mandatory Pre-Proposal Conference: On January 8, 2024, the city held a Mandatory Pre-Proposal Conference. Four companies, including Waste Connections, Inc., attended this conference. Attendance at this conference was a requirement for potential bidders.
4. Proposal Opening: The proposals were opened on January 16, 2024. There were two companies that submitted bids, including Waste Connections, Inc., and one company that chose not to bid.
5. Most Advantageous Bidder: Waste Connections, Inc. emerged as the most advantageous bidder for the City of Justin.

The proposed Franchise Agreement provides the same level of service. There are some rate increases from the original Franchise Agreement from 2021. Residential service increased 48% (from \$7.05 to \$10.50) and recycling increased 60% (from \$2.50 to \$4.00). Commercial Collection Service rates vary depending on the dumpster size & duration of time the dumpster is utilized. All rates are included within the Franchise Agreement & RFP Bid Tab.

City Attorney Review: Yes

Attachments:

1. Waste Connections Franchise Agreement 2024

2. DRAFT. Resolution Solid Waste and Recycling contract award_

EXCLUSIVE FRANCHISE AGREEMENT¹
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF JUSTIN, TEXAS
MARCH 1, 2024

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

COUNTY OF DENTON

THIS EXCLUSIVE FRANCHISE AGREEMENT (“Agreement”) is made and entered into as of this 1st day of March 2024, by and between Waste Connections of Lone Star, Inc. (“Waste Connections”), d/b/a WC of Texas (“Waste Connections of Texas”) (“Service Provider”), and the City of Justin, Texas, a Texas Home Rule Charter (“City”).

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

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

SECTION 1. DEFINED TERMS.

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

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

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

Bundles: Items not measuring more than either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, shrubs, small tree branches, newspapers, magazines, and tree trimmings.

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

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

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

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

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

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

Holidays:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. EXCLUSIVE FRANCHISE GRANT AND MARKETING.

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

SECTION 3. OPERATIONS.

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

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

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

SECTION 4. SINGLE FAMILY RESIDENTIAL UNIT COLLECTION.

- A. **Single Family Residential Units.** The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Single-Family Residential Units once per week provided that (i) such Municipal Solid Waste is placed in Bags, (ii) such Recyclable Materials are placed in Recycling Containers and (iii) such Bags or Containers are placed with five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. Notwithstanding the above, the Service Provider shall not be obligated to collect more than 3 cubic yards of Municipal Solid Waste from any Single-Family Residential Unit during any collection provided herein.
- B. **Excess or Misplaced Municipal Solid Waste.** The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste and Recyclable Materials placed inside Bags or Recycling Bins. Municipal Solid Waste more than the Bag's limits, or placed outside or adjacent to a Bag, and Recyclable Materials placed outside or adjacent to the Recycling Bin, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion.
- C. **Handicapped Residential Units.** Notwithstanding anything to the contrary herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Bags, provided that the Service Provider receives prior written notice from the City of such special need. The Service Provider shall not be responsible for any other modifications or accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

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

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

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

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

- A. Municipal Locations. The Service Provider will provide, at no cost to the city, three 8-cubic yard & one 3-cubic yard Containers for the City's use to be collected by the Service Provider twice each week. Service Provider will also provide up to three (3) trash cans and recycle bins at agree-upon city parks and five (5) trash cans and recycle bins at City Hall.
- B. Special Events. In addition, the Service Provider will provide, at no cost to the City, twenty five (25) 30-yard Roll Off Containers for up to 15 special events or other occasions, including clean-up related to severe weather or other unforeseen events; provided that the City gives the Service Provider reasonable prior written notices of the date of such special event as well as the number of Containers that will be required. Service Provider reserves the right to request additional fees for additional or larger clean-ups or for unforeseen or severe weather events.

SECTION 7. BULKY ITEMS AND BUNDLES.

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

SECTION 8. TITLE TO EQUIPMENT.

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

SECTION 9. RATES AND FEES.

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

- A. Single-Family Residential Units Services. For the services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge i) \$10.50 per month of reach Single-Family Residential Units for the removal of Municipal Solid Waste; ii) \$4.00 per month for each Single-Family Residential Units for removal of Recyclable Materials; and iii) These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the city for water and sewer services.
- B. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge the following rates per month for each container:

Commercial Solid Waste Breakdown (excluding franchise fees):

Commercial Collection and Disposal Component

Size/Pickup	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
Cart	29.66	36.00	41.37	46.89	55.35	
2 yards	83.48	147.59	210.17	293.96	439.21	545.21
3 yards	112.99	198.96	289.07	398.94	554.45	601.51
4 yards	140.70	255.40	396.69	524.30	631.54	751.25
6 yards	150.03	268.89	404.58	597.89	724.46	880.38
8 yards	170.04	289.43	458.85	660.75	797.37	966.71

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

Roll-Off Type and Size	Rental Fee	Delivery Fee	Collection Fee	Disposal Fee
20 CY Roll-off	Included	\$135.68	\$597.07	Included
30 CY Roll-off	Included	\$150.68	\$642.42	Included
40 CY Roll-off	Included	\$150.68	\$691.43	Included

Other Fees for Dumpsters, Compactors, and Roll-Offs

Description of Services	Fee	
Lock	\$9.02	Per month
Set of casters	\$8.13	Per month
Opening & Closing of Enclosures	No Charge	
Dumpster Delivery	\$51.81 per	
Exchange Fee	\$43.45 per	

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

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

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

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

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

- D. Sludge Services. The Service Provider will provide hauling and disposal services for sludge from the City's wastewater treatment plant at no cost.
- E. Franchise Fee. All the Above rates include a franchise fee of 10% ten percent ("Franchise Fee"). The Service Provider will pay the city a franchise fee of ten percent for the services to be rendered in the city pursuant to this Agreement.

SECTION 10. RATE ADJUSTMENT.

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

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

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

SECTION 11. EXCLUSIONS.

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

SECTION 12. TERM OF AGREEMENT

The term of this agreement shall be for a period of three (3) years commencing on March 1, 2024, and lasting three (3) years commencing. Within 120 days before the expiration of the term of this Agreement, the Service Providers shall provide written notice to the City of intent to renew this Agreement whereupon this Agreement shall be automatically extended for an additional three-year period unless the City provides written notice to the Service Provider of its intent not to renew this Agreement within 60 days from the City’s receipt of the Service Provider’s notice.

SECTION 13. ASSIGNMENT

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

SECTION 14. ENFORCEMENT

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

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

SECTION 15. PROCESSING, BILLING AND FEES.

- A. Residential Billings. On a monthly basis, the city agrees to bill and collect the rates and fees charged under Section 9 hereof from all Residential Units possessing active water meters within the City's corporate limits, as well as from all other Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits. On or before the 30th day of each month commencing on February 28, 2024, the City will send the Service Provider a monthly statement setting forth the number of Residential Units billed for services provided during the immediately preceding month (the "Residential Monthly Statement") and will remit to the Service Provider an amount equal to the Service Provider as set forth in the Residential Monthly Statement, LESS the Franchise Fee applicable to such services. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein from Residential Units.
- B. Sales Taxes. In addition to the amounts billed and collected by the City under Section 15.A., the City shall also be responsible for paying all sales, use and service taxes assessed or payable in connection with the Services.
- C. Bad Debt: Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services provided to Residential Units, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential Unit.
- D. Commercial and Roll-Off Billing. The Service Provider will bill the rates and fees charged hereunder to Commercial and Industrial Units, the rates and fees charged hereunder to the city pursuant to Section 9.D. and the rates and fees relating to the services utilizing Roll-Off Containers. The Service Provider shall provide the City with a report indicating the service type, size, location, and rate for Commercial and Industrial Units serviced during the immediately preceding month (the "Commercial Monthly Statement"). On or before the 30th day of each month (for the immediately preceding month's services) commencing on February 28, 2024, the Service Provider shall remit to the City the Franchise Fee applicable to (i) the services provided to Commercial and Industrial Units, (ii) the services provided to the City pursuant to Section 9.D. and (iii) and the services utilizing Roll-Off Containers.

SECTION 16. SPILLAGE.

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

picked up or reported to the city.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW UP.

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

SECTION 18. HOURS OF SERVICE.

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

SECTION 19. CUSTOMER SERVICE.

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

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

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

SECTION 21. VEHICLES AND EQUIPMENT.

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

SECTION 22. DUE CARE.

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

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

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

SECTION 24. INSURANCE COVERAGE.

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

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

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

SECTION 25. INDEMNITY.

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

SECTION 26. MARKETING AND SPONSORSHIP.

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

SECTION 27. SAVINGS PROVISION.

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

SECTION 28. TERMINATION.

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

SECTION 29. FORCE MAJEURE.

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

SECTION 30. GOVERNING LAW.

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

SECTION 31. ACKNOWLEDGEMENT.

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

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

SECTION 32. CUMULATIVE REMEDIES.

SECTION 33. ACCEPTANCES.

PASSED AND APPROVED BY THE CITY OF JUSTIN, TEXAS, COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 1ST DAY OF MARCH 2024.

[signatures on following page]

PROPERTY Waste Connections of Lone Star, Inc.

Waste Connections of Lone
Star, Inc.
4001 Old Denton Rd.
Haltom City, Texas 76117

By: _____
Name: _____
Title: _____

CITY OF JUSTIN, TEXAS

By: _____
Name: _____
Title: _____

ATTTEST:

By: _____
Name: _____
Title: _____

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL
AWARDING A CONTRACT FOR SOLID WASTE AND RECYCLING
SERVICES TO WASTE CONNECTIONS, INC., AND 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 Solid Waste & Recycling Services to maintain and provide solid waste & recycling services to the resident of Justin,

WHEREAS, the City has publicly advertised and requested competitive bids for contract Solid Waste & Recycling Services in December 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 Waste Connections, INC.

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 Solid Waste & Recycling Services contract to Waste Connections, INC. in accordance with their proposal date of March 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 8th day of February 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 12. (WORKSHOP)

Title: Water Conservation & Drought Contingency Plans Updates.

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

This item is for discussion.

Background:

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water. Additional supplies to meet higher demands will be expensive and difficult to develop. Therefore, it is important that we make efficient use of existing supplies to minimize the need for new resources.

Effective water conservation can postpone or reduce the need for development of new water supplies, minimize the associated environmental impacts and reduce the high cost of water supply development. Even with robust conservation measures, new sources of water will be needed; conservation alone is not enough. To respond to the growing population of this region, the planning for new water resources must continue. The City of Justin considers water conservation an integral part of this planning process and water supply development process.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality ("TCEQ") has promulgated guidelines and requirements governing the development of water conservation plans for Public Water Suppliers. The City of Justin developed its original plans for water conservation and drought contingency in May 1, 2019. This update of the Water Conservation Plan (the "Plan") has been coordinated with the suggested model water conservation plan prepared by Upper Trinity Regional Water District ("UTRWD") for its Members and Customers, such as the City of Justin; and is consistent with the latest TCEQ requirements outlined below.

Water is a basic tenant in all aspects of sustainability. Water conservation is one critical element of a water supplier's effort to meet future water supply needs, in an economical manner and without sacrificing quality of life standards. The following are the central objectives of this Plan:

- Reduce water consumption from levels that would prevail without conservation efforts.
- Reduce the loss and waste of water, as evidenced by per capita use.
- Provide support and incentives to retail customers to maintain and continue sound conservation practices.
- Continue to improve efficiency in the use of water.
- Extend the adequacy of current water supplies by reducing peak and total demand for water.

City Attorney Review: No

Attachments:

1. Pages from Proposed Updates to the 2019 Water Conservation & Drought Plan for Customer Meeting Nov 27
2. UTRWD Model Water Conservation Plan_2024 (DRAFT)
3. UTRWD Model Drought Contingency Plan_2024 (Draft)

Conservation & Drought Plans

Review

- Update Every 5 years – Last in 2019
- Required by TCEQ & TWDB

Coordination

- Technical Assistance & Outreach to Customers
- Regional Partners – Consistent Plans & Messaging

Adoption

- By UTRWD & Customers
- Prior to May 1, 2024

Implementation

- Best Management Practices
- Annual Reporting



Conservation vs. Drought Management

Conservation Efforts

- **Goal: Change Habits**
 - ✓ Routine Education
 - ✓ Ensure GPCD Goals Met

Drought Management

- **Goal: Immediate Reduction in Water Use**
 - ✓ Water Use Reduction Measures Implemented
 - ✓ Enhanced Enforcement



Conservation Plan - Proposed Changes



- **Editorial Changes**
- **New Data & Programs Initiated**
- **Updated GPCD Goals**
- **New & Updated Conservation Strategies:**
 - ✓ **Landscape Water Management**
 - ✓ **Conservation Coordinator**
 - ✓ **Water Waste**

New & Updated Strategies – Sect. 5.5

Landscape Water Management

- Watering Maximum of **Two Days per Week**

Cities currently implementing:
Dallas, Fort Worth, Irving, Lewisville,
Little Elm, Prosper, McKinney, Melissa,
Arlington, Allen, Frisco, Plano...



New & Updated Strategies – Sect. 5.5

Landscape Water Management

- Time of Day Watering **Before 10 AM**
or After 6 PM
- **Commercial & Industrial Irrigation**
Inspections Every Three Years
(Voluntary)

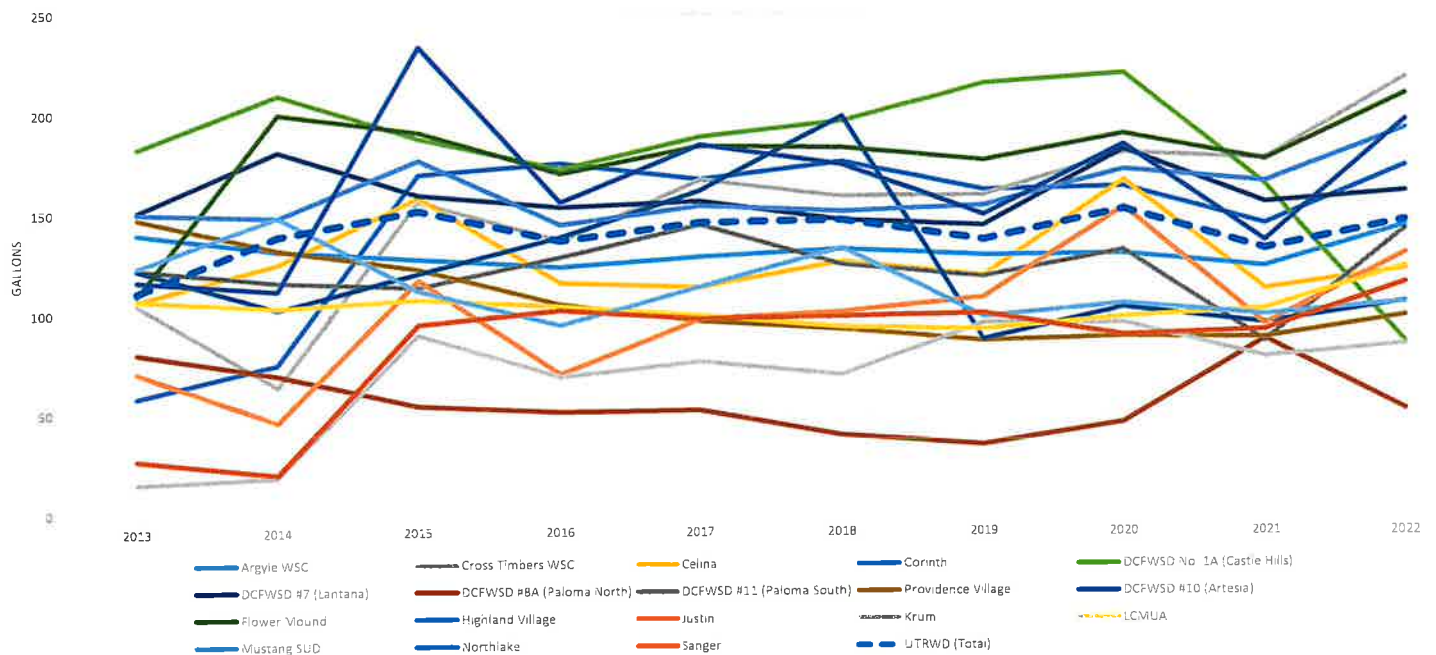


New & Updated Strategies

- **Conservation Coordinator**
 - ✓ Designate Person Responsible for Conservation Plan
- **Water Waste**
 - ✓ Prohibit Water Waste from Overwatering and Broken Sprinklers



Annual GPCD



Updated GPCD Goals

Conservation Plan Year	2024	2029	2034
2019	170 GPCD	165 GPCD	
2024 (Proposed)		160 GPCD	155 GPCD



Drought Contingency Plan

Stages	Triggers to Initiate Stages	Demand Management Measures
Stage 1	Supply Lakes 75% full (April to October) or 80% full (November to March). Water demand is greater than 80% of delivery capacity in system for 3 days.	Mandatory two-day-per-week watering schedule. No watering between 10 am and 6 pm.
Stage 2	Supply lakes 60% full (April to October) or 65% full (November to March). Water demand is greater than 85% of delivery capacity in system for 3 days.	Mandatory one-day-per-week watering schedule. Prohibit water use by fountains & other recreational water uses.
Stage 3	Supply lakes 45% full (April to October) or 50% full (November to March). Water demand is greater than 90% of delivery capacity in system for 3 days.	Outdoor watering prohibited. Hose washing of cars & paved areas prohibited. Pool draining / refilling and new permits prohibited.

Proposed Changes – Sect. 6.1

- Establishes minimum notification requirements.
 - Utility's Website
 - Monthly Utility Bill

Stage 1

Stages	Triggers to Initiate Stages	Demand Management Measures
Stage 1	Supply Lakes 75% full (April to October) or 80% full (November to March). Water demand is greater than 80% of delivery capacity in system for 3 days.	Mandatory two-day-per-week watering schedule. No watering between 10 am and 6 pm.

Stage 1 - Proposed Change

New Landscaping: Variance to allow watering more than 2 days/week

***Recommended Watering
Schedule from Texas
A&M AgriLife***

Plant Establishment Week	Watering Days and Times
Week 1	Two Times Per Day
Week 2	One Time Per Day
Week 3	Once Every Other Day
Week 4	Two Days Per Week

*(Stage 1) Plano, Fort Worth, Frisco, Little Elm, Melissa, Prosper,
McKinney; (Stage 2) Lewisville*



Stage 2

Stages	Triggers to Initiate Stages	Demand Management Measures
Stage 2	<p>Supply lakes 60% full (April to October) or 65% full (November to March).</p> <p>Water demand is greater than 85% of delivery capacity in system for 3 days.</p>	<p>Mandatory one-day-per-week watering schedule.</p> <p>Prohibit water use by fountains & other recreational water uses.</p>

Stage 2 - Proposed Changes

- Establishment of new sod and other landscape plants is prohibited
- Prohibit draining & refilling of existing pools
- No permits for new pools
- Drip irrigation limited to two hours per day



Stage 3

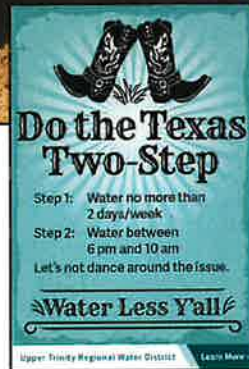
Stages	Triggers to Initiate Stages	Demand Management Measures
Stage 3	<p>Supply lakes 45% full (April to October) or 50% full (November to March).</p> <p>Water demand is greater than 90% of delivery capacity in system for 3 days.</p>	<p>Outdoor watering prohibited.</p> <p>Hose washing of cars & paved areas prohibited.</p> <p>Pool draining / refilling and new permits prohibited.</p>

Stage 3 - Proposed Change

- Drip irrigation limited to two hours on one day per week.

2023 Conservation Activities

- Irrigation Evaluations
- Digital Advertising
- Water My Yard
- Water Talks
- School Outreach



Water Conservation Plan for [Name of Entity]City of Justin [Date]

SECTION 1

Introduction and Objectives

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water. Additional supplies to meet higher demands will be expensive and difficult to develop. Therefore, it is important that we make efficient use of existing supplies - - to minimize the need for new resources.

Effective water conservation can postpone or reduce the need for development of new water supplies, minimize the associated environmental impacts and reduce the high cost of water supply development. Even with robust conservation measures, new sources of water will be needed; conservation alone is not enough. To respond to the growing population of this region, the planning for new water resources must continue. [Name of Entity]City of Justin considers water conservation (including reuse of reclaimed wastewater) an integral part of this planning process and water supply development process.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality ("TCEQ") has promulgated guidelines and requirements governing the development of water conservation plans for Public Water Suppliers. [Name of Entity]City of Justin developed its original plans for water conservation and drought contingency in [Date], later amended in [Date(s)]. This update of the Water Conservation Plan (the "Plan") has been coordinated with the suggested model water conservation plan prepared by Upper Trinity Regional Water District ("UTRWD") for its Members and Customers, such as [Name of Entity]City of Justin; and is consistent with the latest TCEQ requirements outlined below.

Water is a basic tenant in all aspects of sustainability. Water conservation is one critical element of a water supplier's effort to meet future water supply needs, in an economical manner and without sacrificing quality of life standards. The following are the central objectives of this Plan:

- Reduce water consumption from levels that would prevail without conservation efforts;
- Reduce the loss and waste of water, as evidenced by per capita use;
- Provide support and incentives to retail customers to maintain and continue sound conservation practices;
- Continue to improve efficiency in the use of water and
- Extend the adequacy of current water supplies by reducing the pace of growth in the annual demand for water.

1.1 Texas Commission on Environmental Quality Rules

TCEQ rules governing the development of water conservation plans for Public Water Suppliers, such as [Name of Entity]City of Justin, are contained in Title 30, Part 1, Chapter 288, Subchapter A and Rule 288.2 of the Texas Administrative Code ("TAC"). A copy of these rules is included in Appendix A. The rules define a water conservation plan as:

“A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.”

New rules amending 30 TAC Chapter 288 were approved by TCEQ commissioners on November 14, 2012 and made effective on December 6, 2012. The following is a summary of the key changes:

- A utility profile must be prepared in accordance with the Texas Water Use Methodology; water use data must include total gallons per capita per day (GPCD) **and** residential GPCD;
- All Public Water Suppliers must classify water sales and uses into the most detailed level of water use data currently available to the record management system (e.g., (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale);
- Five-year and ten-year targets for water savings must include goals for municipal use in total GPCD **and** residential GPCD and
- The term “unaccounted-for uses of water” is replaced with “water loss.”

A. Minimum Water Conservation Plan Requirements

The minimum requirements for water conservation plans for municipal uses by Public Water Suppliers required by TCEQ are summarized below.

- *Utility Profile:* In accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total GPCD and residential GPCD), water supply system data and wastewater system data. (Section 2)
- *Record Management System:* Allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the following sectors: (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale). (Section 3)
- *Goals:* Specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use, in total GPCD and residential GPCD. The goals established by a Public Water Supplier are not enforceable under this subparagraph. (Section 4)
- *Accurate Metering Devices:* Metering devices have an accuracy of plus or minus five percent (5%) for measuring water diverted from the source of supply. (Section 5.1)
- *Universal Metering, Testing, Repair and Replacement:* A program for universal metering of both customer and public uses of water, for meter testing and repair and for periodic meter replacement. (Section 5.2)

- *Determination and Control of Water Loss:* Specific measures to determine and control water loss. The measures may include periodic visual inspections along distribution pipelines, periodic audits of the water system for illegal connections or abandoned services. (Section 5.3)
- *Continuing Public Education Program:* A continuing public education and information program regarding water conservation is required as part of the Plan. (Section 5.4)
- *Non-Promotional Water Rate Structure:* A water rate structure that is not “promotional,” that is, rates that discourage waste and excessive use of water such as increasing block rate instead of volume discounts. (Section 5.5)
- *Landscape Water Management Strategy:* Implementing and achieving the efficient use and stewardship of water in landscape irrigation, including watering a maximum of two times per day and time-of-day watering provisions. It is an optional strategy within the TCEQ regulations. However, UTRWD ~~requires~~ recommends that [Name of Entity]City of Justin implement a landscape water management ordinance as part of the Plan. (Section 5.6)
- *Reservoir Systems Operational Plan:* If applicable, providing for the coordinated operation of reservoirs owned by the water supply entity within a common watershed or river basin in order to optimize available water supplies. (Section 5.7)
- *Means of Implementation and Enforcement:* The regulations require a strategy for implementing and enforcing the provisions of this Plan, as evidenced by an ordinance, resolution or tariff, and a description of the authority by which the Plan is enforced. (Section 8)
- *Coordination with Regional Water Planning Group:* Document that the Plan has been coordinated with the Regional Water Planning Group to ensure consistency with the appropriate approved regional water plan. (Section 9)

B. Additional Requirements for Larger Public Water Suppliers

Water conservation plans for municipal uses by Public Drinking Water Suppliers serving a population of 5,000 or more and/or a projected population of 5,000 or more within the 10 years subsequent to the effective date of this Plan must include the elements summarized below.

- *Program of Leak Detection, Repair and Water Loss Accounting:* A program of leak detection, repair and water loss accounting for the water transmission, delivery and distribution system in order to control for water loss. (Section 6.1)
- *Wholesale Customer Requirements:* If applicable, a requirement in every wholesale water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in Title 30 TAC Chapter 288. (Section 6.2)

C. Enhanced Water Conservation Program Strategies

TCEQ rules identify the following strategies as optional, if they are necessary to achieve the stated water conservation goals of the Plan.

- Conservation-oriented water rates and water rate structures (Section 5.5);
- Adoption of ordinances, plumbing codes and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition (Section 7.1);
- A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;
- Reuse and/or recycling of wastewater and/or gray water, where feasible and appropriate (Section 7.2);
- A program for pressure control and/or reduction in the distribution system and/or for customer connections (Section 7.3);
- A method for monitoring the effectiveness and efficiency of the Plan (Section 7.4 and Section 10) and
- Any other water conservation practice, method or technique which the Public Water Supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan (Section 7.5 – 7.10).

This Plan sets forth a program of long-term measures under which the [Name of Entity]City of Justin can improve the overall efficiency of water use and conserve its water resources. Short-term measures that respond to specific water management conditions (i.e., periods of drought, unusually high water demands, unforeseen equipment or system failure or contamination of a water supply source) are provided in the [Name of Entity]City of Justin's Drought Contingency Plan.

SECTION 2

Water Utility Profile

Appendix B to this Plan provides the utility profile as recommended by TCEQ. The utility profile must be in accordance with the Texas Water Use Methodology developed by the Texas Water Development Board ("TWDB") and TCEQ to include information regarding population and customer data, water use data, water supply system data (including total GPCD and residential GPCD) and wastewater system data. A copy of the utility profile for [Name of Entity]City of Justin will also be provided to UTRWD.

(Additional information may be included in this section if desired)

SECTION 3

Record Management System

[Entity Name]'s current record management system is able to classify water use data into the following sectors: [list sectors – i.e., residential (single family and multi-family), commercial, institutional, industrial, agricultural and wholesale]. When [Name of Entity]City of Justin upgrades its software, which is expected to occur [approximate date], [Name of Entity]City of Justin will

purchase software capable of reporting detailed water use data to include all sectors (residential, commercial, institutional, industrial, agricultural and wholesale).

Guidance. *Public Water Suppliers must classify water sales and uses into the most detailed level of water use data currently available to the record management system (e.g., (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale). If Public Water Suppliers' current record management system is not able to capture water sales and uses at this detailed level, Public Water Suppliers do not need to purchase new software immediately, but will need to purchase the appropriate software when upgrading.*

SECTION 4

Water Conservation Planning Goals

TCEQ rules require the adoption of specific water conservation goals as part of the Plan. [Name of Entity]City of Justin has developed 5-year and 10-year target water saving goals (see Table 4.1 below) for municipal use in total GPCD and residential GPCD. Specific water conservation strategies are discussed in the subsequent sections of this Plan. The goals of this Plan include the following:

- Maintain accurate supply source metering to measure and account for the amount of water diverted from the source of supply;
- Maintain a program of universal metering, meter replacement and repair and periodic meter replacement;
- Maintain the level of water loss in [Name of Entity]City of Justin's water system below 15% annually;
- Raise public awareness of water conservation and encourage responsible public behavior through a coordinated public education and information program;
- Continue to implement a water rate structure to encourage water conservation;
- *(if applicable)* Maintain a reservoir systems operations plan, providing for the coordinated operation of reservoirs;
- Implement and enforce the Plan by officially adopting the Plan through an ordinance / resolution / tariff, describing the authority by which [Name of Entity]City of Justin will implement and enforce the Plan and documenting coordination with the Region C Water Planning Group;
- *(applicable to larger Public Water Suppliers)* Maintain a program of leak detection and repair;
- *(if applicable)* Ensure that each wholesale customer develops and implements a water conservation plan with similar and consistent strategies as provided in this Plan;
- Decrease waste in lawn irrigation by implementing and enforcing landscape water management regulations and

- (Include other goals as appropriate)

**Table 4.1
Municipal Per Capita Target Water Saving Goals**

	Historic 5-yr Average	Baseline	5-yr Goal for year _____	10-yr Goal for year _____
Total GPCD ¹				
Residential GPCD ²				
Water Loss (GPCD) ³				
Water Loss (%) ⁴	%	%	%	%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

Guidance. Utilities can use the Texas Water Development Board Municipal Water Conservation Planning Tool to help determine 5 and 10-year water use goals. The Tool can also help utilities determine the effectiveness of certain best management practices in reducing water usage. The Tool can be downloaded from the TWDB website.

SECTION 5

Basic Water Conservation Strategies

This section outlines the [Name of Entity]City of Justin's basic water conservation program strategies that are planned to be implemented to achieve or exceed the stated water conservation goals above.

5.1 Accurate Supply Source Metering

[Name of Entity]City of Justin uses the following source(s) of water: groundwater pumped plus treated surface water supplied by UTRWD. [Name of Entity]City of Justin meters all water delivered into the distribution system from each water well site using meters having an accuracy of plus or minus five percent (5%). [Name of Entity]City of Justin currently calibrates its meters at each water well site on a regular basis and regularly checks the calibration of each meter at one (1) to two (2) year intervals.

For surface water, UTRWD measures all water delivered to [Name of Entity]City of Justin using meters with an accuracy of plus or minus two percent (2%) in accordance with American Water Works Association ("AWWA") standards. Said meters are calibrated annually in accordance with AWWA standards. When necessary, UTRWD repairs or replaces meters not conforming to an accuracy of plus or minus two percent (2%).

5.2 Universal Metering, Meter Testing and Repair and Periodic Meter Replacement

Water usage for all customers of the [Name of Entity]City of Justin, including public and governmental users, is metered. *(Mention any exceptions. If exceptions, describe a plan to meter, as appropriate.)*

[Name of Entity]City of Justin will continue to implement its meter testing and calibration program of its service connections to identify any water loss and to determine if the meter readings are outside the acceptable range according to AWWA standards *(Describe program, e.g., testing schedule, etc.)*.

Meters registering any unusual or questionable readings are tested for accuracy. Inaccurate meters are repaired or replaced as needed. [Name of Entity]City of Justin replaces meters at 10 to 15-year intervals depending on meter size. Repair or replacement of larger general service meters is generally provided at 5-year intervals.

[Name of Entity]City of Justin understands the benefits of Advanced Metering Infrastructure (AMI), including greater customer service opportunities and alerting retail customers of potential leaks. [Name of Entity]City of Justin will evaluate the costs and benefits of implementing AMI in the future and will determine if it is a feasible solution for conservation efforts.

(Further describe program as necessary.)

5.3 Determination and Control of Water Loss

Water loss is the difference between the amount of water produced or received and the amount delivered to retail, public and governmental users - - plus authorized but unmetered uses. Water loss can include several categories:

- Inaccuracies in retail meters;
- Accounts which are being used but have not yet been added to the billing system;
- Losses due to water main breaks and leaks in the water distribution system;
- Losses due to illegal connections and theft and
- Unmetered uses such as firefighting, flushing water mains and water for public buildings and water treatment plants.

Measures to control water loss are part of the routine operations of [Name of Entity]City of Justin. Field crews and other personnel are expected to look for and report evidence of leaks in the water distribution system. Personnel are trained to watch for and report signs of illegal connections so they can be quickly addressed.

Water loss is calculated in accordance with the water utility profile in Appendix B. With the measures described in this Plan, the goal for [Name of Entity]City of Justin is to maintain its water loss below fifteen percent (15%) annually. If water loss exceeds this goal, [Name of Entity]City of Justin will complete an audit of its water distribution system to determine the source(s) of and reduce the water loss.

According to the Texas Water Code Section 16.0121, all retail public water suppliers are required to submit a water loss audit once every five years. Retail public water suppliers with either an

active financial obligation with the TWDB or having more than 3,300 connections must submit a water loss audit every year. [Name of Entity]City of Justin will complete the water loss audit every [Number] year, annually, s(s) as required, and will be the primary tool that will be used to monitor water loss.

(Further describe measures for determining and controlling water loss as necessary.)

5.4 Continuing Public Education and Information Program

The ultimate success of any water conservation program is dependent on an informed public. Individual retail customers must have an awareness of the benefits and needs for water conservation. They must also have knowledge of how to contribute to the success of the Plan. [Name of Entity]City of Justin's public education and information program, *(if applicable)* including dedicated staff for this program, is designed to provide information to as many retail customers as possible. [Name of Entity]City of Justin works in collaboration with UTRWD to provide this information. [Name of Entity]City of Justin will promote its water conservation strategies outlined in this Plan as well as the measures and activities discussed below.

- Informative School Program. Provide water conservation information to area schools. This may consist of providing literature and coloring books, classroom presentations, demonstrations, etc. Staff may also coordinate with local schools to have Upper Trinity staff make presentations and demonstrations about water conservation and watershed protection, including an Enviroscope watershed model, rainfall simulator, stream erosion trailer, etc.
- Literature Program. Insert water conservation information with water bills at least twice per year as well as make information available to the public at utility offices or other public places. Information may include material developed by [Name of Entity]City of Justin's staff using material obtained from UTRWD, [Texas A&M AgriLife Water University](#), TWDB, TCEQ and other sources that pertain to water conservation in general and specific to landscape irrigation conservation.
- Special Events and Promotions. Make available promotional / educational items at special events focusing on water conservation in the landscape, home and business. Items may include Texas SmartScape® bookmarks, water bottles, toilet-leak test kits, water conservation coloring books, etc.
- Website. Make information on water conservation available on [Name of Entity]City of Justin's website and include links to sites with good information about water conservation, such as to Texas SmartScape, AgriLife Water University, TWDB and TCEQ.
- Speaking Engagements. Notify local organizations, schools and civic groups that [Name of Entity]City of Justin's staff, and staff of UTRWD, are available to make presentations on the importance of water conservation and the best ways to save water.

As a demonstration project, UTRWD maintains a water conservation garden to showcase the beauty and practicality of a water-conserving landscape. The conservation garden includes over 100 varieties of plants that are either native to North Texas or well adapted to the area, and is available for use by [Name of Entity]City of Justin, garden clubs, developers or other civic groups

who desire to advance their knowledge and use of water conservation practices in home and business landscapes.

Other best management practices that may be included as part of the public education and information program:

- Public service announcements;
- Water efficient landscape judging / competition and
- Awards / certificates to recognize water efficient commercial users – recognize water saving landscape designs

(Further describe public education and information program as necessary.)

5.5 Non-Promotional Water Rate Structure

[Name of Entity]City of Justin has adopted an increasing block water rate structure that is intended to encourage water conservation and discourage waste and excessive use of water.

(Further describe public water rate structure as necessary.)

Guidance. An example water rate structure is below:

Residential Rates

1. Monthly minimum charge. This can (but does not have to) include up to 2,000 gallons water use with no additional charge.
2. Base charge per 1,000 gallons up to the approximate average residential use.
3. 2nd tier (from average to 2 times the approximate average) at 1.25 to 2.0 times the base charge.
4. 3rd tier (above 2 times the approximate average) at 1.25 to 2.0 times the 2nd tier.

*The residential rate can also include a lower tier (a life-line rate) for basic household use up to 4,000 gallons per month or a determined basic use.

Commercial / Industrial Rates

Commercial / industrial rates should include at least two (2) tiers, with rates for the 2nd tier at 1.25 to 2.0 times the first tier. Higher water rates for commercial irrigation use are encouraged, but not required.

5.6 Landscape Water Management Program/Ordinances

[Name of Entity]City of Justin seeks to promote the efficient use and stewardship of water and to help UTRWD provide a consistent message throughout its service area. [Name of Entity]City of Justin has implemented the following landscape water management strategies:

- Watering Maximum of Two Days Per Time of Week. Limit outdoor watering (automatic systems or hose-end sprinklers) to no more than two (2) daystimes per week. Watering with hand-held hoses, soaker hoses or drip irrigation is allowed at any time.
- Time of Day Watering. No outdoor watering with automatic irrigation systems or hose-end sprinklers from 10:00 a.m. to 6:00 p.m. each on any day beginning June 1 and ending September 30 of the each year. Watering with hand-held hoses, soaker hoses or drip irrigation systems is allowed at any time.

[Insert Designated Watering Schedule here. See example below]

Last Digit of Address	Allowed Watering Day
EVEN	Monday and Thursday
ODD	Tuesday and Friday

- Water Waste. Prohibit the design, installation, and operation of irrigation systems that spray directly onto impervious surfaces such as sidewalks and roads or onto other non-irrigated areas. Require well maintained automatic irrigation systems to avoid waste of water, such as repairing broken sprinkler heads, or leaking or broken valves or pipes. Prohibit outdoor watering during any form of precipitation and during freezing temperatures, and, overwatering resulting in water runoff of 50 feet or more from the property.

These strategies ~~are intended to be~~ will be actively promoted by [Name of Entity]City of Justin through public information programs and enforcement for mandatoryvoluntary compliance by its customers. ~~These strategies become mandatory and enforceable under the Drought and Emergency Response Stages 1 through 3.~~

An additional strategy that may be implemented, if deemed necessary, is to require all non-residential retail customers to have their irrigation systems inspected and repairs and/or adjustments made by a licensed irrigator every three (3) years. Certain customers may be exempt from this requirement.

Over the next five (5) years, [Name of Entity]City of Justin plans to evaluate the feasibility and merits of an optional rebate program to encourage greater efficiency in outdoor irrigation systems. A rebate program may include one or more of the following concepts:

- Rain/freeze sensors for irrigation systems;
- Smart controllers for irrigation systems;
- Other outdoor water conservation incentive programs.

In addition, [Name of Entity]City of Justin and UTRWD have implemented the 'Water My Yard' outdoor watering management program to [Name of Entity]City of Justin's area. The 'Water My Yard' website, WaterMyYard.org, allows residents to receive weekly lawn watering recommendations, which are given in minutes of runtime. Recommendations are based on data from three weather stations that UTRWD maintains, as well as the landscape's needs, to prevent

unnecessary overwatering. 'Water My Yard' is provided at no cost to residents, and [Name of Entity]City of Justin will promote 'Water My Yard' in utility bills, newsletters and websites as appropriate.

Guidance. For many utilities, water use rises 50% or more during summer months, taking a toll on water treatment and delivery infrastructure and available water resources. Managing peak season water demand is a component of water sustainability. As part of the development of this Plan, UTRWD recommends the implementation of landscape water management strategies consistent with UTRWD. The strategies are intended to reduce waste in landscape irrigation and peak water demands.

Additional strategies that may be adopted to reduce waste in landscape irrigation include:

- Require all new irrigation systems include rain and freeze sensors;
- Require all new irrigation systems be in compliance with state design and installation standards (TAC Title 30, Part 1, Chapter 344);
- ~~• Prohibit the operation of irrigation systems that spray directly onto impervious surfaces such as sidewalks and roads or onto other non-irrigated areas;~~
- ~~• Require well-maintained automatic irrigation systems to avoid waste of water, such as repairing broken sprinkler heads, or leaking or broken valves or pipes;~~
- ~~• Prohibit outdoor watering during any form of precipitation and during freezing temperatures and;~~
- Enforce strategies by a system of warnings followed by fines for continued or repeat violations.

5.7 Reservoir Systems Operations Plan

Not applicable to [Name of Entity]City of Justin because [Name of Entity]City of Justin does not own any reservoirs.

Guidance. A reservoir systems operations plan is required only for those Public Water Suppliers that own reservoirs within a common watershed or river basin. The purpose of this requirement is to provide for the coordinated operation of these reservoirs to optimize available water supplies.

SECTION 6

Requirements for Larger Public Drinking Water Suppliers

Water conservation plans for municipal uses by Public Drinking Water Suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the ten (10) years subsequent to the effective date of this Plan must include the elements below.

6.1 Leak Detection, Repair and Water Loss Program

Most water leaks, illegal connections, abandoned water services or other means of water loss are discovered through the visual observation of field crews and other personnel, or are reported by the public. [Name of Entity]City of Justin trains its personnel (e.g., meter readers, maintenance crews, etc.) to look for and report evidence of water leaks in the water distribution system to the appropriate department. Personnel are asked to watch for and report signs of illegal connections and abandoned services. All leaks are repaired as soon as possible, and all illegal connections and abandoned services are investigated as soon as possible in order to maintain a sound water system. Areas of the water distribution system in which numerous leaks and line breaks occur are programmed for replacement, as funds are available.

Specialized, state-of-the-art leak detection equipment is available to utilities in Texas to borrow free of charge from the Conservation Division of the TWDB to reduce water loss by detecting water leaks within the water distribution system.

(Further describe leak detection, repair and water loss program as necessary)

Guidance. All retail public water suppliers are required to submit a water loss audit once every five years. The first year for this requirement was 2005, then 2010, and the next predetermined scheduled audit for this requirement is for the year 2020 and is due by May 1, 2021. Even if a retail supplier submitted a water loss audit in a non-required year, they are still required to submit one for 2020, per Texas Water Code Section 16.0121.

Additionally, any retail water supplier that has an active financial obligation with the Texas Water Development Board, or has more than 3,300 connections, are now required to submit an audit annually. The annual water loss audits are due on May 1st. Water loss audits must be completed by personnel trained to conduct water loss auditing. The TWDB provide in-person training and is also required to make the training available on the TWDB website.

6.2 Water Conservation Plans by Wholesale Customers

Not applicable to [Name of Entity]City of Justin because [Name of Entity]City of Justin does not have any successive wholesale customers.

OR

[Name of Entity]City of Justin received authorization from the UTRWD Board of Directors on [Date] to provide wholesale water services to [name entities]. [Name of Entity]City of Justin has language in its wholesale water supply contract with these entities requiring said entity to develop and implement a water conservation plan or water conservation measures using the applicable elements in 30 TAC Chapter 288, and having similar conservation strategies as provided in this Plan.

Guidance. Every contract for the wholesale of water that is entered into, renewed or extended after the effective date of this Plan will include a requirement that the wholesale customer develop and implement a water conservation plan meeting the requirements of 30 TAC Chapter 288 and including similar and consistent strategies as provided in the Plan. However, prior to entering into a contract to provide wholesale service, entities are required to gain authorization from the UTRWD Board of Directors.

SECTION 7

Additional Water Conservation Strategies

[Entity Name] has selected the following additional water conservation strategies, described below, to achieve the water conservation goals of the plan.

7.1 Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures

The State of Texas has required water-conserving fixtures in new construction and renovations since 1992, with standards updated in 2010 (Texas Administrative Code, Title 30, Section 290.252). The State's standards call for flows of no more than 2.2 gallons per minute (gpm) at a pressure of 60 pounds per square inch (psi) for faucets, 2.5 gpm for showerheads at 80 psi, 1.28 gallons per flush for toilets, 0.5 gallons per flush for urinals, and 1.6 gpm for commercial pre-rinse spray valves. Similar standards are now required nationally under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. [Name of Entity]City of Justin has or will incorporate these plumbing code standards into its building regulations.

Over the next five (5) years, [Name of Entity]City of Justin plans to evaluate the feasibility and merits of an optional rebate program to encourage replacement of older fixtures with water conserving fixtures. A rebate program may include one or more of the following concepts:

- High-efficiency toilet replacement and rebate;
- Pressure reduction in the system or for individual customers;
- High-efficiency showerhead and sink aerators replacement;
- High-efficiency clothes washer rebates or
- Other indoor water conservation incentive programs.

7.2 Reuse and Recycling of Wastewater and / or Gray Water

[Name of Entity]City of Justin cooperates with UTRWD in the promotion of and achieving reuse of treated effluent on a regular basis.

(Describe internal water reuse / recycling efforts, as appropriate.)

7.3 Pressure Control Program

[Name of Entity]City of Justin has determined a reasonable system pressure for each pressure zone in its retail distribution system, and has installed internal pressure control stations and customer service pressure regulators where needed.

(Further describe pressure control program, as appropriate.)

7.4 Means for Measuring Success

[Name of Entity]City of Justin will make every effort to measure and quantify water savings achieved through its programs. The water saving results will be used to monitor the effectiveness and efficiency of [Name of Entity]City of Justin's water conservation program. The results will also be regularly reported to UTRWD.

7.5 Water Conserving Landscaping

As part of its public education program, [Name of Entity]City of Justin encourages its retail customers to incorporate Texas SmartScape® principles into their respective landscapes. Texas Smartscape was developed through the North Central Texas Council of Governments in cooperation with cities, utilities and other agencies to educate citizens on the ecological, economic and aesthetic benefit of using landscape plants, shrubs, grasses and trees that are native or adapted to the regional climate and local conditions. Using Texas SmartScape principles can be both practical and beautiful, using earth-friendly techniques that conserve water resources and protect water quality.

7.6 Watershed Protection

Protecting our watershed is a priority need for every citizen and every community. As a double benefit, strategies that promote water conservation also tend to protect the quality of water resources. Using earth-friendly techniques, such as native and adaptive plant materials and organic techniques for landscaped areas, requires less water and less use of fertilizers, pesticides and other chemicals. Overuse or improper use of fertilizer, pesticides and other chemicals from landscape activities is also a major source of pollutants that find their way into water resources.

[Name of Entity]City of Justin is participating in UTRWD's coordinated program for watershed protection aimed at educating the public about protecting local watersheds and water quality. To help communicate the important role that watersheds have in the water supply for this region, UTRWD created a watershed logo and sign for Customers', such as [Name of Entity]City of Justin, use. [Name of Entity]City of Justin has installed [number] watershed signs along roadways / waterways as a constant reminder that we need to keep our watersheds clean.

Guidance. In 2015, Upper Trinity partnered with Denton County and the Upper Trinity Conservation Trust to develop the Denton County Greenbelt Plan ("Greenbelt Plan"). The Greenbelt Plan identifies greenbelt corridors (the vegetated areas along creeks, rivers and lakes) that are in need of preservation in order to protect water quality in the three major water supply reservoirs in Denton County. The Greenbelt Plan serves as a guide for municipalities, developers, landowners and others and outlines strategies that can be used to protect and preserve greenbelts in their respective areas. The Greenbelt Plan is voluntary in nature and can be implemented according to the needs of the stakeholders adopting the Greenbelt Plan. The Greenbelt Plan Sponsors continue to encourage the implementation of the Plan throughout the County by establishing and maintaining a Coordinating Committee, made up of a diverse group of stakeholders, to champion the Greenbelt Plan for years to come.

[Name of Entity]City of Justin has adopted the Denton County Greenbelt Plan and is evaluating various strategies to implement in [Name of Entity]City of Justin's respective area. [Name of Entity]City of Justin is also participating on the Coordinating Committee to encourage other municipalities to adopt the Greenbelt Plan as well.

7.5 Irrigation System Evaluations / Technical Assistance

To improve water conservation and efficiency in landscape watering practices, [Name of Entity]City of Justin, in cooperation with UTRWD, provides technical assistance to retail customers (residential, industrial, commercial and institutional). [Name of Entity]City of Justin has partnered with UTRWD to provide irrigation system evaluations to retail customers at no cost. During the evaluation, the licensed irrigator may identify potential system leaks, diagnose equipment malfunctions and recommend equipment upgrades to enhance water efficiency. During the evaluation, education about good landscape watering practices and the use of earth-friendly materials is also shared with the retail customer.

7.6 Industrial, Commercial and Institutional (ICI) Audits

[Name of Entity]City of Justin, in coordination with UTRWD, offers an outreach program to assist large water users find ways to operate more efficiently, save water and energy and lower their costs. Water savings are realized as the ICI customers implement audit recommendations. In addition to these audits, ICI customers who have implemented said recommendations and have taken proactive steps in using water more wisely and efficiently are publicly recognized.

In 2018, the Denton County Commissioners Court entered into an agreement to make the Property Assessed Clean Energy (PACE) financing program available to non-residential property owners. The PACE program provides low cost, long-term financing for energy and water efficiency upgrades for commercial, industrial, institutional and multi-family properties. [Name of Entity]City of Justin may promote this to ICI customers to encourage water use reduction.

7.9 In-House Water Conservation Efforts

[Name of Entity]City of Justin has implemented an in-house water conservation program, including the following elements (*adapt as needed*):

- [Name of Entity]City of Justin uses native or adapted drought tolerant plants, trees and shrubs in the majority of its landscapes;
- Irrigation at [Name of Entity]City of Justin's facilities occurs during off-peak times at night and early morning to avoid evaporation losses;
- Irrigation is limited to the amount needed to promote survival and health of plants and lawns, including limitation on frequency and time-of-day watering (see Section 5.6);
- Irrigation will be avoided on Saturday and Sunday if possible, since these are periods of high water use by the public and
- Irrigation will be accomplished with treated wastewater effluent wherever feasible and practicable.

7.10 Water Conservation Coordinator

UTRWD ~~has requested~~requires each Customer, such as [Name of Entity]City of Justin, designate a Water Conservation Coordinator. State law now requires utilities with 3,300 connections or more to designate a Water Conservation Coordinator, according to Section 13.146 of the Texas Water Code. The Conservation Coordinator is responsible for the preparation, implementation and enforcement of [Name of Entity]City of Justin's water conservation and drought contingency

plans, as well as the preparation and submittal of annual conservation status reports and implementation of [Name of Entity]City of Justin's conservation program.

SECTION 8

Implementation and Enforcement

A copy of [Name of Entity]City of Justin's ordinance / resolution / tariff indicating official adoption of the water conservation plan is provided in Appendix C. The Water Conservation Coordinator is authorized to implement and enforce the Plan as described in Section 7.10. Such responsibilities may involve:

- Overseeing the execution and administration of all Plan elements;
- Supervising the keeping of records for the program verification and to assess the program effectiveness and
- Making recommendations for changes in the Plan as needed.

SECTION 9

Coordination with Regional Water Planning Group and UTRWD

[Name of Entity]City of Justin has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's water conservation plan. [Name of Entity]City of Justin sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan and the water utility profile to UTRWD for review and approval. After adoption, [Name of Entity]City of Justin sent the final ordinance(s) or resolution(s), the Plan and the adopted water profile to UTRWD. Appendix D includes a copy of the letter sent to the Chair of the Region C Water Planning along with [Name of Entity]City of Justin's Plan.

SECTION 10

Review and Update of Water Conservation Plan and Annual Reports

As required by TCEQ rules, the [Name of Entity]City of Justin will review and update this Plan every five (5) years. The Plan will be updated as appropriate based on an assessment of previous five-year and ten-year targets and any other new or updated information. The next revision of the Plan is due by May 1, 2019. Any revised Plan must be submitted to the TCEQ within 90 days of adoption and include an implementation report as provided in Appendix E. The revised plan must also be submitted to the TWDB within 90 days of adoption.

[Name of Entity]City of Justin is also required to submit an annual report. Annual reports are due to TWDB by May 1 of each year to report [Name of Entity]City of Justin's progress in implementing its water conservation plan. Said report will be used to monitor the effectiveness and efficiency of [Name of Entity]City of Justin's water conservation program. The results of the annual report may also be used to plan conservation-related activities for the following year. [Name of Entity]City of Justin will send a copy of the annual report to UTRWD by March 31 of each year.

Model Drought Contingency Plan for [Name of Entity]City of Justin

[Date]5/1/2024

SECTION 1

Introduction and Objectives

The purpose of this Drought Contingency Plan (the "Plan") is to provide for drought contingency measures for [Name of Entity]City of Justin as required by the Texas Commission on Environmental Quality ("TCEQ") and the Upper Trinity Regional Water District ("UTRWD"). Such contingency measures may be needed during drought conditions, during an emergency and when water use approaches the Regional Treated Water System ("System") supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / system failure or contamination of the water supply source.

[Name of Entity]City of Justin developed its original plans for drought contingency in [Date]5/1/2024, later amended in [Date(s)]. This update of the Plan has been coordinated with the suggested model drought contingency plan prepared by UTRWD for its Members and Customers, such as [Name of Entity]City of Justin, and is consistent with TCEQ's model drought contingency plan and the latest requirements outlined below. The provisions and responses outlined in this Plan are intended to be uniformly applied among UTRWD's Members and Customers.

[Name of Entity]City of Justin uses the following source(s) of water: groundwater pumped plus treated surface water supplied by UTRWD. The total combined amount from these sources is normally sufficient to provide water for residential and commercial customers and to maintain adequate reserve quantities and pressure from storage facilities to meet emergency and firefighting demands.

Drought is a frequent and inevitable factor in the climate of Texas. Therefore, it is vital to plan for the effect that droughts will have on the use, allocation and conservation of water in the region. Drought contingency planning is one critical element of a water supplier's effort to reduce peak water demands and extend water supplies. The following are the central objectives of this Plan:

- Help assure reliability of water service to retail customers;
- Conserve the available water supply in times of drought and emergency;
- Maintain adequate water supplies for domestic use, sanitation and fire protection;
- Protect and preserve public health, welfare and safety;
- Minimize the adverse impacts of water supply shortages and
- Minimize the adverse impacts of emergency conditions affecting water supply.

SECTION 2

Applicable Rules of Texas Commission on Environmental Quality

TCEQ rules governing the development of drought contingency plans for Municipal Uses by Public Water Suppliers, such as [Name of Entity]City of Justin, are contained in Title 30, Part 1,

Chapter 288, Subchapter B and Rule 288.20 of the Texas Administrative Code ("TAC"). A copy of these rules is included in Appendix A. The rules define a drought contingency plan as:

"A strategy or a combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies."

Minimum Drought Contingency Plan Requirements

The minimum requirements contained in the TAC for drought contingency plans are covered in this Plan as follows:

<u>Rule</u>	<u>Subject</u>	<u>Section</u>
288.20(a)(1)(A)	Informing the Public & Providing Opportunity For Input	Section 3
288.20(a)(1)(B)	Provisions for Continuing Public Education & Information	Section 4
288.20(a)(1)(C)	Coordination with the Regional Water Planning Group	Section 10
288.20(a)(1)(D)	Criteria for Initiation Monitoring & Termination of Stages	Section 7
288.20(a)(1)(E)	Drought and Emergency Response Stages	Section 7
288.20(a)(1)(F)	Targets to be Achieved During Drought	Section 7
288.20(a)(1)(G)	Water Supply & Demand Mgm't Measures for Each Stage	Section 7
288.20(a)(1)(H)	Procedures for Initiation & Termination of Drought Stages	Section 7
288.20(a)(1)(I)	Procedures for Granting Variances	Section 8
288.20(a)(1)(J)	Procedures for Enforcement of Mandatory Restrictions	Section 9
288.20(a)(2)	Drought Plans for Privately-Owned Utilities	Section 12
288.20(a)(3)	Consultation with Wholesale Suppliers	Section 7
288.20(b)	Notification of Implementation of Mandatory Measures	Section 7
288.20(c)	Review & Update of Plan	Section 11

Also included in this Plan are statements of authorization (Section 5) and application (Section 6).

SECTION 3

Public Involvement

[Name of Entity]City of Justin previously provided opportunity for public input in the development of this Plan by the following means *(add to this list and adapt as needed)*:

- Provided written notice of the draft Plan and the opportunity for the public to comment by newspaper or posted notice prior to adoption;
- Made the draft Plan available on the [Name of Entity]City of Justin's website;
- Provided a copy of the draft Plan to anyone requesting a copy and
- Held a public meeting at a time and location convenient to the public and provided written notice to the public concerning the draft Plan and meeting.

SECTION 4

Provisions for Continuing Public Education and Information

[Name of Entity]City of Justin will provide public information about the Plan at least annually, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by any of the following means (*add to this list and adapt as needed*):

- Prepare bulletins / newsletters describing the Plan and make said bulletins / newsletters available in utility bills, public facilities or other appropriate places;
- Make the Plan and its requirements available on the [Name of Entity]City of Justin website;
- Include information about this Plan and water conservation on the [Name of Entity]City of Justin website, and as part of its bulletins / newsletters, public service announcements and media reports and
- Notify local organizations, schools and civic groups that [Name of Entity]City of Justin staff members are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).

When provisions of the Plan are activated or when a drought response stage changes, [Name of Entity]City of Justin will notify local media of the relevant issues, the appropriate drought response stage and the specific actions required of the public. The provisions of the Plan are mandatory and therefore, TCEQ shall be notified within five (5) business days. The information will also be publicized on the [Name of Entity]City of Justin website, and in B ~~billing inserts, may also be used as appropriate means of disseminating information to the public.~~

SECTION 5

Authorization

The [City Manager, General Manager, Mayor], or official designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety and welfare, and to comply with applicable regulations or contractual requirements. Except as otherwise provided in the Plan, the [City Manager, General Manager, Mayor], or official designee, shall have the authority to initiate, to enforce and to terminate the measures provided herein for a drought or other water supply emergency. Due to the need to enact water use reduction measures for drought mitigation or other water supply emergency, no other entities, including homeowners' associations, shall enact liens, fines, or other punitive measures against residents due to negative effects that may occur in landscaping. The authority to implement and enforce the Drought Contingency Plan is established in Ordinance No. ____ or Resolution No. ____, as provided in Appendix B.

SECTION 6

Application

The provisions of this Plan shall apply to all persons, customers and property utilizing water provided by [Name of Entity]City of Justin. The terms "person" and "customer" as used in the Plan include individuals, corporations, institutions, partnerships, associations and all other legal entities.

SECTION 7

Drought Contingency Plan - - Emergency Response Stages

The [City Manager, General Manager, Mayor], or official designee, may order the initiation or termination of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met as provided in this Section. The triggering criteria described below are based on the ability of [Name of Entity]City of Justin to deliver treated water to its customers and / or the ability of UTRWD to deliver treated water to [Name of Entity]City of Justin. Water supply and / or demand conditions are monitored by both [Name of Entity]City of Justin and UTRWD on a regular basis to determine when conditions warrant initiation or termination of a drought response stage.

7.1 Initiation of Drought Response Stages

The following actions will be taken when a drought response stage is initiated:

- The public will be notified through local media, the [Name of Entity]City of Justin website and other appropriate methods as described in Section 3 above;
- Unless otherwise implemented by UTRWD, [Name of Entity]City of Justin will notify UTRWD by telephone with a follow-up letter, e-mail or fax to confirm implementation of any drought response stage and to provide relevant details and
- [Name of Entity]City of Justin will also notify the Executive Director of the TCEQ within five (5) business days.

When specific drought response stages are announced by UTRWD, [Name of Entity]City of Justin and other entities receiving water from UTRWD are required to implement the appropriate measures. For other trigger conditions not announced by UTRWD, the [City Manager, General Manager, Mayor], or official designee, may implement contingency measures based on local conditions affecting [Name of Entity]City of Justin; or for good cause may decide not to order the implementation of a drought response stage or water emergency even though one or more trigger criteria for the stages are met. Various factors are taken into account when making a decision about such stages, including circumstances unique to [Name of Entity]City of Justin, the time of the year, weather conditions, the anticipation of replenished water supplies, use of an alternate water resource or the anticipation that additional facilities will become available on a timely basis to meet needs. The reason for such decision will be documented and communicated to UTRWD for the record.

7.2 Termination of Drought Response Stages

The following actions will be taken when a drought response stage is terminated:

- The public will be notified through local media, the [Name of Entity]City of Justin website and other appropriate methods as described in Section 3 above;

- UTRWD will be notified by telephone with a follow-up letter, e-mail or fax to confirm the particular drought response stage has been terminated and
- [Name of Entity]City of Justin will also notify the Executive Director of the TCEQ within five (5) business days.

The [City Manager, General Manager, Mayor], or official designee, may decide not to order the termination of a drought response stage or water emergency even though the conditions for termination of the stage are met. Various factors could influence such a decision about whether to end a specific stage, including circumstances unique to [Name of Entity]City of Justin, the time of the year, weather conditions, and conditions within the local water distribution system or anticipation of other relevant factors that warrant continuation of measures for the drought stage. The reason for such decision will be documented and communicated to UTRWD for the record.

7.3 Drought and Emergency Response Stages

A. Stage 1 – Water Watch

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has announced Stage 1 – Water Watch, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 75% (25% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 80% (20% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities (a source of raw water to UTRWD) has initiated Stage 1 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 1; or
- Water demand has reached or exceeded [80%] of delivery capacity for three consecutive days; or
- Water demand is **approaching** a level that will cause a reduced delivery capacity for all or part of the distribution system, as determined by [Name of Entity]City of Justin or
- The water supply system has a **significant limitation** due to failure of or damage to important water system components.

Goal

Stage 1 is intended to raise public awareness of potential drought and water emergency problems. The goal for water use reduction under Stage 1 is five percent (5%) of total daily water use that otherwise would have occurred in the absence of drought contingency measures. If

circumstances warrant, the [City Manager, General Manager, Mayor] can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to conserve water through mandatory and voluntary measures, and to comply with restrictions on certain non-essential water use as provided below. Specific measures to be implemented during the stage will be determined by the [Name of Entity]City of Justin's [City Manager, General Manager, Mayor], or official designee. The [City Manager, General Manager, Mayor], or official designee, may also take other actions not listed, if deemed necessary.

- Require reduction of water use through mandatory, maximum two-days-per-week landscape irrigation schedule for automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems. *(Guidance: UTRWD Customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers. For example, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems may be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8) and for locations without addresses, and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9). Apartments, office building complexes or other property containing multiple addresses may be identified by the lowest address number.)*
- Require reduction of water use through mandatory time-of-day landscape irrigation schedule. No outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 10:00 a.m. to 6:00 p.m. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
- Retail customers must obtain a written variance or permit from [Entity] for the establishment of new sod and other landscape plants. Said variance or permit allows for watering more than two days per week for up to 30 days to establish new plant material, as prescribed in the table below. After 30 days, the controller must be reprogrammed to water no more than two days per week. Watering must be done in a manner that does not result in wasted water.

Plant Establishment Week	Watering Days and Times
Week 1	Two Times Per Day
Week 2	One Time Per Day
Week 3	Once Every Other Day
Week 4	Two Days Per Week

(Guidance: The above plant establishment watering schedule is recommended by Texas A&M AgriLife and may be used by UTRWD Customer as a requirement as part of the variance/permit, or may be modified or removed)

- Restrict washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle to the use of a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash facility or commercial service station. Companies with an automated on-site vehicle washing facility may wash its vehicles at any time.
- Encourage reduction in frequency of draining and refilling swimming pools. (Guidance: UTRWD Customers may include the following requirement – “Prior to filling any pool in excess of 10,000 gallons capacity (aboveground or in-ground), the owner or the owner's representative shall apply for a scheduled filling date(s) and time with the Director of Public Works or other designated public works staff. In establishing the pool filling date(s) and time, the Director of Public Works shall inspect the water level of the [Entity]'s domestic water storage tanks to ensure sufficient water storage is available.”)
- Encourage customers to avoid waste during recreational use (water used for leisure and entertainment purposes) from faucets, hoses or hydrants.
- Increase public education efforts on ways to reduce water use.
- Review internal operational conditions and capabilities by [Name of Entity]City of Justin and intensify efforts on leak detection and repair.
- Be alert to internal non-essential water use by [Name of Entity]City of Justin (examples include vehicle washing, operation of ornamental fountains, landscape uses for parks or medians, etc.).

Termination

Stage 1 may terminate when UTRWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 – Water Watch no longer prevail.

B. Stage 2 – Water Warning

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has initiated Stage 2 – Water Warning, which may be a result of:

- The total raw water supply in water supply lakes available to UTRWD has dropped below 60% (40% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 65% (35% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities has initiated Stage 2 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 2; or
- Water demand has reached or exceeded [85%] of delivery capacity for three consecutive days; or
 - Water demand **has reached** a level that is causing a reduced delivery capacity for all or part of the distribution system, as determined by [Name of Entity]City of Justin; or
 - The water supply system is **unable to deliver** water at **normal rates** due to failure of or damage to major water system components or
 - A significant deterioration in the quality of a water supply, being affected by a natural or man-made source.

Goal

The goal for water use reduction under Stage 2 is a ten percent 10% reduction in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the [City Manager, General Manager, Mayor] can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to continue following the mandatory measures to conserve water and to comply with restrictions on certain non-essential water uses as provided below. Specific measures to be implemented during this stage will be determined by the [City Manager, General Manager, Mayor], or official designee. The [City Manager, General Manager, Mayor], or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 shall remain in effect during this Stage 2, plus the following incremental or new measures:

- Require reduction of water use through mandatory maximum one-day-per-week landscape irrigation schedule. This includes irrigation of landscaped areas with automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted for a maximum of two hours on any day at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems. (**Guidance:** UTRWD Customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers.)

- Prohibit recreational water use (water used for leisure and entertainment purposes) including use of faucets or hoses in such a manner that creates runoff or other wastes.
- ~~Encourage further reduction in draining and filling of swimming pools. Prohibit the filling, draining, and refilling of existing swimming pools, wading pools, Jacuzzis and hot tubs except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation. Permitting of new swimming pools, wading pools, Jacuzzis and hot tubs is prohibited. If a permit for a new swimming pool, wading pool, Jacuzzi and hot tub was received prior to implementation of Stage 2, owner may fill with water no more than one time, if necessary, to prevent structural damage.~~
- Further accelerate public education efforts on ways to reduce water use.
- Continue intensified leak detection and repair activities by [Name of Entity]City of Justin on water pipes and mains.
- Reduce internal water use by [Name of Entity]City of Justin, except where water is supplied from treated wastewater effluent (examples include: restrict irrigation to day-of-week watering schedule; no hosing off paved areas, buildings, windows or other hard surfaces; no vehicle washing except on the premises of a commercial car wash).
- ~~Encourage retail customers to wait until the current drought or water emergency situation has passed before establishing new landscaping. The establishment of new sod and other landscaping plants is prohibited.~~
- Initiate engineering studies to evaluate alternatives to mitigate drought conditions should conditions worsen.
- [Name of Entity]City of Justin is restricted to day-of-week and time-of-day landscape watering schedule except for parks and golf courses that utilize non-potable water for irrigation.
- Require reduction of water use through day-of-week landscape watering schedule for private parks and golf courses.
- Announce enforcement efforts and penalties for noncompliance. ~~Enforcement to be primarily based on complaints being received.~~

Termination

Stage 2 may terminate when UTRWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail. Upon termination of Stage 2, Stage 1 – Water Watch will remain in effect unless otherwise announced by [Name of Entity]City of Justin or UTRWD.

C. Stage 3 – Water Emergency

Requirements for Initiation

The following are key conditions, any one of which may trigger Stage 3:

- UTRWD has initiated Stage 3 – Water Emergency, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 45% (55% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 50% (50% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities has initiated Stage 3 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 3; or
- Water demand has reached or exceeded [90%] of delivery capacity for three consecutive days; or
- Water demand **exceeds** the delivery capacity for all or part of the distribution system, as determined by [Name of Entity]City of Justin; or
- Water supply system is **unable to deliver** water in **adequate quantities** due to failure of or damage to major water system components; or
- Interruption of one or more water supply source(s).
- Natural or man-made contamination of the water supply source that threatens water availability.

Goal

The goal for water use reduction under Stage 3 is a reduction of twenty percent 20% in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the [City Manager, General Manager, Mayor] can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Customers will comply with the requirements and mandatory restrictions on non-essential and other water uses as provided below. Specific measures to be implemented during this stage will be determined by the [City Manager, General Manager, Mayor], or official designee. The [City Manager, General Manager, Mayor], or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 and Stage 2 shall remain in effect during this Stage 3, plus the following incremental or new measures:

- Outdoor irrigation is prohibited. Irrigation of landscaped areas and building foundations is permitted one day per week and for a maximum of two hours between 6:00 p.m. and ~~6:00~~10:00 a.m. if it is by means of a hand-held hose, drip irrigation or soaker hose systems. (**Guidance:** UTRWD customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers.)
- Use of water to wash any motor vehicle, motorbike, boat, trailer or other vehicle not occurring on the premises of a commercial vehicle wash facility or commercial service stations is prohibited. Further, such washing may be exempt from these requirements if the health, safety and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and commercial vehicles used to transport food and perishables.
- ~~• Prohibit the filling, draining and refilling of water to swimming pools, wading pools, hot tubs, spas and ornamental ponds except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation.~~
- ~~• Suspend issuance of permits for new swimming pools, hot tubs, spas and ornamental ponds.~~
- Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
- Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality.
- Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which may be hand watered as needed. Variances may be granted by the water provider under special circumstances.
- Prohibit non-essential internal water use by [Name of Entity]City of Justin, except where water is supplied from treated wastewater effluent.
- No restrictions on commercial nurseries, construction (except for planting and establishing sod and other landscape plants which is prohibited), patio misters, and for dust abatement.
- Implement a rate surcharge on retail usage. (**Guidance:** For example, implement a rate surcharge of ~~ten percent (10%)~~twenty percent (20%) for all water use over the adopted rates. The surcharge could apply to usage in excess of 10,000 gallons per month for all customers.)

- Step-up enforcement activities.
- Implement utilization of alternative water sources if available.

Termination

Stage 3 may terminate when UTRWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail. Upon termination of Stage 3, Stage 2 – Water Warning will be initiated, unless otherwise announced by [Name of Entity]City of Justin or UTRWD.

SECTION 8

Variances

The [City Manager, General Manager, Mayor], or official designee, may grant temporary variances for existing water uses otherwise prohibited under this Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation or fire safety for the public or the person requesting the variance;
- Compliance with this Plan cannot be accomplished due to technical or other limitations and
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances may be granted or denied at the discretion of the [City Manager, General Manager, Mayor], or official designee. However, no variances shall be granted under any circumstance if [Name of Entity]City of Justin is in Stage 3 – Water Emergency. All petitions for variances should be in writing and should include the following information:

- Name and address of the owner and a licensed Texas irrigator responsible for the variance;
- Purpose of water use;
- Specific provisions from which relief is requested;
- Detailed statement of the adverse effect of the provision from which relief is requested;
- Description of the relief requested including a proposed irrigation plan;
- Monthly report verifying the goal reductions;
- Period of time for which the variance is sought;
- On-call personnel with contact information for 24-hour a day repair response within one hour of notice;

- Alternative measures that will be taken to reduce water use;
- Other pertinent information.

SECTION 9

Enforcement

Mandatory water use restrictions are imposed in Stages 1, 2 and 3 of the Plan. These mandatory water use restrictions will be enforced by any combination of warnings, reconnection fees, suspension of service, monetary penalties, citations and fees as follows and authorized by the governing body:

- On the first violation, customers will be notified by a sign or door-hanger that they have violated the mandatory water use restriction;
- On the second violation, the [Name of Entity]City of Justin may request the resident to disconnect its irrigation system; or, if the resident doesn't comply with said request, the [Name of Entity]City of Justin may disconnect said irrigation system. In addition, [Name of Entity]City of Justin may post notification of violation with reconnection fees and possible monetary penalties;
- On the third violation, the [Name of Entity]City of Justin will disconnect water service and post notification of violation with reconnection fees, fines and / or citations;
- The [Name of Entity]City of Justin maintains the right, at any violation level, to disconnect irrigation systems and / or total water services to a customer with reconnection fees and possible monetary penalties authorized by action of the governing body and
- The [City Manager, General Manager, Mayor] or official designee may implement any provision of the enforcement process of this Plan.
- Any police officer, code enforcement officer, and/or Public Works staff having jurisdiction may issue a citation for any violation.

SECTION 10

Coordination with Regional Water Planning Group, UTRWD and Others

[Name of Entity]City of Justin has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's drought contingency plan. [Name of Entity]City of Justin sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan to UTRWD for review and approval. After adoption, [Name of Entity]City of Justin sent the final ordinance(s) or resolution(s) and the Plan to UTRWD. Appendix C includes a copy of a letter sent to the Chair of the Region C Water Planning Group along with [Name of Entity]City of Justin's Plan.

SECTION 11

Review and Update of Drought Contingency Plan

As required by TCEQ rules, [Name of Entity]City of Justin will review and update this Plan every five years. The Plan will be updated as appropriate based on new or updated information, such as the adoption or revision of the regional water plan, or based on new or updated information related to [Name of Entity]City of Justin's service area, population, water supply, transmission system - - and, for compliance with UTRWD requirements. The next revision of the drought contingency plan must be prepared, adopted and submitted to TCEQ's Executive Director not later than [Date]5/1/2024 (*Date is five years from the adoption of the Drought Contingency Plan by each entity*). Any revised Plan must be submitted to TCEQ within 90 days of adoption by the community water system.

SECTION 12

Drought Contingency Plans For Privately-Owned Water Utilities

Any privately-owned or independent water utilities that are located within the service area of [Name of Entity]City of Justin shall prepare a drought contingency plan in accordance with TCEQ requirements contained in the TAC, Title 30, Part 1, Chapter 288, Subchapter B and Rule 288.20, and incorporate such plan into their tariff.

APPENDICES

- | | |
|-------------|---|
| Appendix A. | TCEQ Minimum Requirements of a Drought Contingency Plan – Subchapter B, Rule 288.20 |
| Appendix B. | Copy of Ordinance, order or resolution adopted by City Council or Governing Board Implementing the Drought Contingency Plan |
| Appendix C. | Coordination with Regional Planning Group |

APPENDIX A
TCEQ Minimum Requirements of a
Drought Contingency Plan for Municipal Uses by Public Water Suppliers
(Subchapter B, Rule §288.20)
Effective October 7, 2004

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

(i) reduction in available water supply up to a repeat of the drought of record;

(ii) water production or distribution system limitations;

(iii) supply source contamination; or

(iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(i) curtailment of non-essential water uses; and

(ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

APPENDIX B
Copy of Ordinance or Resolution Adopted
by City Council or Governing Body

APPENDIX C
Coordination with Regional Planning Group



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 13. (WORKSHOP)

Title: Discussion regarding the Charter Review Committee.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Review Charter Committee applications

Background:

Council was asked to send staff 3 names each of vetted citizens for recommendation of appointment to the Charter Review Committee. Staff presented a list of 11 names of individuals interested in serving on the Charter at the December 14th Council Meeting. We added an additional name to get us to 12, however, one of the original individuals moved and is no longer a resident, so we are back down to 11.

Staff has reached out to the remaining 11 individuals to get an application completed. As of January 31st 2 applications have been returned.

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 makeup 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.

As a reminder, 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.

Staff is reviewing a Proposal from a consultant that would facilitate the Charter Amendment Review and anticipate having this on the February 22nd for Workshop discussion.

City Attorney Review: No

Attachments:

1.

City Attorney Review: N/A

Attachments:

None



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 14. (WORKSHOP)

Title: Discussion regarding Resolution 647-24 approving the proposed contract between the City of Justin and Great Northwest Soccer Association (GNWSA).

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

This item is for discussion

Background:

The City of Justin has offered soccer fields for use to GNWSA at no cost. Staff is currently working on a Facility Use Policy to outline all city facilities' uses. To align with the current contracts with other sports organization, GNWSA would be required to enter into a contract with the City of Justin.

A DRAFT Agreement has been provided for Council review.

City Attorney Review: Yes

Attachments:

1. 2024 GNWSA Agreement DRAFT

CITY OF JUSTIN

2024 AGREEMENT FOR GREATER NORTHWEST SOCCER ASSOCIATION

This Agreement (herein called "Agreement") is made and entered this ____ day of _____, 2024 between the City of Justin (herein called "City"), and the Greater Northwest Soccer Association (herein called "Association"), to witness the following:

WHEREAS, to operate its youth sports programs, the Association utilizes the public athletic facilities, gymnasium, and playing fields that are provided and maintained by, and at the cost of, the City; and,

WHEREAS, in return for the use of those facilities, the Association wishes to enter into an agreement with the City with regard to such use of the City's facilities; and,

WHEREAS, the City requires that the Association agree to abide by the standards, requirements, and guidelines set by the City for all recreational youth sports; and,

WHEREAS, failure to abide by these standards and guidelines could result in restriction of facility use or the cancellation of the Agreement, Now, Therefore.

For and in consideration of the mutual undertakings herein set out, the City and the Association herein also called the "parties" agree as follows:

Section 1. FIELD ALLOCATION

- A. In this Agreement, the "fields" or "playing fields" shall mean the soccer fields of the Justin Community Park.
- B. The parties agree that the playing fields are owned by the City and provided for the benefit of all citizens of Justin. The City shall always maintain final approval over the use of these fields. The City reserves the right to use any field for other events or programs. The City will give notice to the appropriate Association at least one month prior to the event.
- C. The Association will make all field assignments among the Association for all games and practices and shall determine if a concession stand may also be used.
- D. All practices and games must be scheduled with the City of Justin prior to usage of the fields. If scheduling conflicts occur, the Public Works Director will make the final decision.

Section 2. SEASONS AND HOURS

The City determines all available field and facility allocations and reserves the right to determine availability and conditions. Fields and facilities will be made available on specified days for practice and games to the Associations during regular season activities for the term of this agreement.

- A. Fields and Facilities must be reserved through the City for practices and games. Association must confirm rescheduled games with the City and provide notice at least two full business days in advance of rescheduled games.
- B. All fields are closed to reservations and may have light use only during the winter months, and a portion of the summer as determined by the City.
- C. All game and practice schedules must be submitted in calendar form to the City at least seven business days prior to the opening day game.
- D. All games must be concluded by the teams by 10:00 pm.
- E. Athletic fields are closed between the hours of 7:00 am and 4:30 pm, Monday — Friday, to allow proper irrigation of playing fields.
- F. Games or practices shall not be scheduled on fields on Sundays. On Monday of the prior week, the Association may request use of those fields and the City may grant access if the fields are not being utilized by other groups or individuals.
- G. All scheduled use of the Gymnasium or other facilities must be approved in advance by the City.

Section 3. FIELD, RESTROOM MAINTENANCE AND FACILITIES

- A. All field mowing and weed eating will be the responsibility of the City. Fields will be maintained at least once a week for practice purposes.
- B. Field Marking will be the responsibility of the City. In the event of rescheduled games, if the City is unable to mark the fields, the Association will be given notice and shall be allowed to mark the fields.
- C. The City will paint the fields before any scheduled games.
- D. In the event of heavy rain, the City will make an effort to disburse water and make fields playable. The City may also grant permission from time to time for the Association to assist with preparing the fields for play after inclement weather. This includes but is not limited to allowing the application of drying agents.
- E. The City shall be responsible for the maintenance of all irrigation systems in City facilities.
- F. City shall maintain the restrooms in a safe and sanitary condition during the approved season(s). Restrooms may be closed from November 15th — February 15th for winterization.
- G. The Association shall be responsible for daily practice and game day collection of all litter on the Premises to include playing areas, fences, bleachers and adjacent grounds, as well as City facilities. All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles. If within the City's judgment the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further compliance will result in a fee of \$20 per hour/per staff member for litter clean up.

Section 4. FIELD USAGE AND FACILITY USE ORDINANCES

The following are items that must be adhered to when conducting any activity within the Justin Parks system or while utilizing City facilities:

- A. Contact the Fire Marshal at (940) 648-2561, to secure a Fire Code Permit if a tent larger than 200 sq. ft or a canopy tent larger than 400 sq. ft will be used. A fire extinguisher is required for these tents.
- B. If an outside vendor (non-Association) will be selling any goods during any portion of the year, that individual or group will need to obtain a vendor permit. This permit can be obtained at City Hall.
- C. No alcohol is permitted in any park area, including parking lots, or on City property.
- D. The City's No Smoking Ordinance must be strictly adhered to and enforced by the Association. The Association's league officials may request assistance in enforcement by contacting the Justin Police Department at 940-349-1600.

Section 5. LEAGUE MANAGEMENT AND SPORTS GUIDELINES

- A. Teams from outside the City may join the Association's recreational league play, provided they register through the Association and pay all pertinent fees.
- B. The Association is responsible for any outside league fees.
- C. The Association is responsible for scheduling and paying for umpires, officials and referees.
- D. The Association must comply with the following in the presentation of programs to the public:
 - 1. Before practices or games can begin, the Association must complete mandatory background checks on all coaches. This background check must be done annually.
 - 2. Under no circumstance should parents be used as umpires or officials unless they are affiliated with an insured umpires/officials/referee's organization.
 - 3. The Public Works Director must approve allocation for any expansion or changes in the Association's programming that may affect field preparation, gymnasium preparation or league programming. Requests must be in writing, received and approved prior to approving the changes. Decisions will be based on overall benefit to the participants.
 - 4. The Association will adhere to all City ordinances that regulate the use of City athletic facilities or property.

Section 6. SELECT/CLUB TEAMS

All Select/Club Teams must enter into a separate agreement with the City or register through GNWSA and pay all registration fees outlined by the Agreement. Any scheduling required for Select/Club teams outside of the outlined dates for GNWSA use must be approved by the City. The Public Works Director will have final approval as it relates to scheduling.

PLEASE NOTE:

1. Recreational League Play must receive top priority when scheduling field allotments.
2. The Association is prohibited from subletting the field or allowing use of city fields or property by any players or groups not registering through the Association.

Section 7. COMMUNICATION

For any communication regarding scheduling, the appropriate soccer scheduler may contact the Public Works Administrative Coordinator directly. All other communication with the City shall be by email and copy the public works director and the GNWSA board.

CITY OF JUSTIN

Public Works Director
Josh Little
jlittle@cityofjustin.com

Public Works Administrative Coordinator
Kira Sedivy
ksedivy@cityofjustin.com

Parks Superintendent
Steve Hartman
shartman@cityofjustin.com

GREATER NORTHWEST SOCCER ASSOCIATION

Matt Tibbitts
matt@thesourcemktg.com

Shawn Major
shawnmajor31@yahoo.com

Section 8. ON-SITE REPRESENTATIVE

The Association agrees to provide a league representative on-site at each practice, game or tournament held on a City field or other City facility. A league representative may be any member of the GNWSA board or any coach for the current season.

Section 9. DOCUMENTS, FEES AND OFFICERS

The Association shall submit to the City a copy of its bylaws, coaches list, insurance, game and practice schedules in calendar form, impact fees, non-resident fees, and final player rosters. All rosters will include parental/guardian contact information as well as the home address of each player. Associations will also submit names, addresses and phone numbers of all officers and board members within two weeks after the election or appointment.

Section 10. INSURANCE AND INDEMNIFICATION

The Association shall carry minimum commercial general liability insurance, with a policy limit of \$500,000, at all times during the term of this Agreement. The policy shall be endorsed to include the City of Justin as an additional insured. Proof of this insurance must be submitted to the City at least one (1) week before practice begins. In the case of a nationally franchised affiliation with a liability insurance program, the City may accept a different coverage. It is also recommended that the Association purchase an accident policy with \$5,000 coverage to assist participants with minor medical bills.

The Association, by signing this Agreement, agrees to indemnify, defend and hold harmless the City, its employees, agents, successors, assigns, sponsors and volunteers assisting in City activities, from any and all damages, claims or liability of any kind, whatsoever, by reason of injury to property or third persons occasioned by error, omission or negligent act by the Association, its officers, agents, coaches, employees, subcontractors, volunteers and participants in the Association's activities.

Section 11. FEES

The following fees will apply to the Association:

- A. The Association will be assessed an Impact Fee of \$25 per child per season for recreational players or select players that will be submitted to the City of Justin. This fee will be due prior to the commencement of any practice or games of the season.
- B. All checks for the required fees must be made payable to the City of Justin and shall be received at least seven days prior to the start of practice and/or games.
- C. The Association must also pay the City a \$200 deposit two weeks preceding the start of practices. The deposit will be returned at the conclusion of the season after the above costs, if any, have been deducted.

Section 12. PERMISSION FOR INSTALLATION, CONSTRUCTION OR MAINTENANCE

The Association shall submit to the Public Works Director any proposal to install, construct or modify temporary or permanent structures, signs, equipment or other related items prior to the commencement of any work. All

communication regarding maintenance and/or field improvements may only be submitted with the Association's president's approval. All applicable City codes must be followed. Approval of the proposal shall rest solely with the City. Permanent structures shall become the property of the City. These requests must be submitted at least (30) days in advance and may require approval by the Justin Parks & Recreation Board and/or the Justin City Council. Any temporary signs, equipment, etc., may be required by the City to be moved in advance of City or other events. The City shall give the Association at least fourteen (14) days' notice for any removal required by the Association.

Section 13. SPONSORSHIPS AND SIGNAGE/BANNERS

Sponsorship advertisements must be reviewed and approved by the Public Works Director before they may be placed on any park property. They must adhere to the following guidelines:

1. They must adhere to all city codes.
2. The Public Works Director must approve all signs and anchoring methods before installation occurs.
3. Sponsorships must be appropriate for youth activities. Sponsorships for alcohol, tobacco, political interests, etc. are not allowed.
4. The appearance of all signage, banners, etc. must be tasteful and may not detract from the overall appearance of the facility.
5. The placement of sponsorship advertisement may not cause damage to any facility.

Section 14. STORAGE UNITS

The Association may purchase storage units and place them at a site in the park that has been designated by the City. Units must meet standards set by the Public Works Director. Requests to purchase and place storage units must be submitted at least (30) days in advance and shall be approved at the Public Works Director's discretion.

Section 15. CITY PROCEDURES FOR ATHLETIC FIELD CLOSURES

Reasons for athletic field closure or postponement:

- A. Fields are too wet for play.
- B. Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
- C. Maintenance, renovation, or construction conditions exist.
- D. The athletics field condition will be updated by 3:00 pm on weekdays when conditions are questionable due to inclement weather. At other times, the City reserves the right to deem the fields unsafe for play due to weather.

It is a violation to:

- A. Enter upon a City athletic field that has a sign posted "Closed due to Maintenance/Field conditions" except for a city employee or contractor performing athletic field maintenance.
- B. Enter upon a City athletic field that has a sign posted "Field use with permit only" without having a City reservation permit that states the dates and times of usage, except for a city employee or contractor performing athletic field maintenance or when permission is granted by an authorized City representative. Permission shall be granted, upon request, for an Association representative to assess the field conditions if the fields are deemed unsafe to play by the City.
- C. Any person violating any provision of the applicable ordinance may be fined up to \$500.00 by the City judge.

Section 16. UNLAWFUL ACTIVITIES

The Association shall not engage in any activities on the park premises in violation of any existing state, federal, local law or use the park premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

Section 17. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

All required documentation is due to the City of Justin, Parks and Recreation Department. All forms are to be submitted to the Public Works Director at the following address: 415 N College Ave, Justin, TX 76247

FEES

\$25/season per player

DEPOSIT

\$200 per Association per year

DOCUMENTS

Annually:

- 1. Copy of Association By-Laws
- 2. Provide names and contact information of all Association Officers and Board Members
- 3. Insurance
- 4. Indemnification

Seasonally:

- 1. List of Coaches and contact information
- 2. Team Rosters including players name, parent/guardian name, phone numbers, address and age information
- 3. Schedule (start and stop date) for each team

All personal information received by the City from the Association will not be used by the City without prior written consent from the GNWSA board.

Section 18. TERM

The term of this agreement shall commence on _____, 2024 in advance of the Spring 2024 season and shall continue until _____. The agreement will automatically renew in one-year increments for 3 years beginning in 2025 unless the City or the Association provide written notice to the other party at least sixty (60) days in advance of the last date of a particular term.

Section 19. AGREEMENT APPROVAL

The person executing the Agreement on behalf of the Association or representing himself as executing the Agreement on behalf of the Association warrants that he has been fully authorized by the Association to execute the Agreement and that the Association will comply and uphold all terms and provisions contained herein.
If the Association violates any term of the Agreement, the City may find it in default and terminate or suspend the Agreement. If required documents are not submitted in a timely manner, the City reserves the right to deny access to fields, lights, restrooms and concessions until documentation is received.

Signature

Signature

Name

Name

Title

Title

Organization

Organization

Date

Date



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 15. (WORKSHOP)

Title: Discussion regarding the New Gen Update.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

There is no action needed. This is a project update.

Background:

On October 12, 2023, City Council approved a contract with New Gen for up to \$60,000 to provide an indirect cost allocation model and to provide an hourly rate to comply with HB 3492. The indirect cost allocation model is to provide the true administrative cost on reimbursable projects from the State.

Staff initially had planned to bring forward a number for the infrastructure fees in December. However, there was a problem retrieving the data necessary to complete these numbers. The City of Justin switched from MyGov to iWorQ in early 2022. Staff is presenting this item as a project update. Staff has recovered this data and plans to bring forward the hourly rate on February 22nd. Consequently, Staff will work with New Gen to finalize the second part of this contract, which is to complete the indirect cost allocation model sometime in late spring.

City Attorney Review: No

Attachments:

1. New Gen Contract



275 W Campbell Road
Suite 440
Richardson, TX 75080
Phone: (972) 680-2000

September 29, 2023

Josh Armstrong, Finance Director
Matt Cyr, Director of Planning and Development
City of Justin, Texas
P.O. Box 129
Justin, TX 76247

Re: Public Infrastructure Fee Review and Indirect Cost Allocation Model

Dear Mr. Armstrong and Mr. Cyr:

NewGen Strategies and Solutions, LLC (NewGen or Project Team) is pleased to have this opportunity to propose our assistance to the City of Justin (City) to complete analysis around revisions to Public Infrastructure Review Fees (PIRF) responsive to H.B. 3492 requirements recently passed by the Texas Legislature 88th Regular Session and to complete its Indirect Cost Allocation Model (ICAM) for FY 2024. We refer to both tasks collectively as the Study. We understand H.B. 3492 requires some urgency for the City to revise its fees for the review, processing, and inspection costs related to public infrastructure projects on an ongoing basis. To expedite the City's compliance, NewGen proposes to complete this Study in two phases.

- **Phase I** will include data collection for the entire Study but will focus on determining all direct costs and measurable indirect costs for the PIRF by the end of November so City Council may consider revising its rates in the first meeting of December 2023.
- **Phase II** efforts will run concurrently with Phase I, including finalizing the ICAM and including the completed indirect costs from the ICAM in a revised PIRF for completion by March 15, 2024. Both the ICAM and PIRF could then be considered and/or revised in April 2024 or as part of the FY 2025 budget process.

Among the reasons NewGen is uniquely and best qualified to perform this engagement are the following:

Experience Working with the City – Members of NewGen's Project Team already have experience working with the City and its Management Team.

Real World Experience – Our chosen Project Manager, Matthew Garrett, is a former municipal Finance Director, enabling our Project Team to better understand the unique intricacies of municipal financial planning and the varying impacts of fast paced development for a broad range of departments and funds.

Local Expertise – NewGen's Project Team includes not only two owners of NewGen, but also our elite team of seven consultants primarily serving our Richardson office.

The balance of this proposal details our planned approach to completing both Phases, and we welcome the opportunity to revise the tasks or overall approach to align with City objectives.

We greatly value our relationship with the City and look forward to helping you solve these current and pressing challenges!

Mr. Josh Armstrong and Mr. Matt Cyr
September 29, 2023
Page 2

Scope of Services

Phased Approach

NewGen proposes to complete this Study in two phases, as outlined below.

Phase I — Direct Public Infrastructure Review Fees (PIRF)

The first phase is recommended solely to achieve the goal of having recommendations for PIRF that meet H.B. 3492 requirements as soon as possible. NewGen will work with City Staff, and possibly coordinate with the City's legal counsel as requested, to ensure the costs included and assumptions made are within the requirements of this new law.

Through data collected and interviews of key staff who manage and perform the various reviews, NewGen will assemble all the directly identifiable costs and make this interim result available for City staff and City Council to consider and possibly act on new PIRFs in December 2023. NewGen will be available to present at the December 2023 City Council meeting, if desired.

Phase II — Indirect Cost Allocation Model (ICAM) and Total Revised PIRF

The second phase allows more time for NewGen to finalize the ICAM and update PIRF with those newly verified indirect costs. The goal of NewGen's ICAM will be to ensure the City is able to account for the true cost of providing services, including methods of identifying and distributing administrative overhead costs that are fair, comprehensive, well-documented, and defensible. Once complete, NewGen and the City can properly identify overhead rates that can be used in the calculation of billable hourly rates for the total, revised PIRF.

In conducting the study, the Project Team proposes to use the Step Method, also known as the Double-Step Method, of allocation. In our opinion, this method provides the greatest accuracy in allocation relative to the cost of development and administration. This will create a City-wide full cost allocation plan based on budget expenditures to allocate the costs of the City's administrative support services operations to all City departments and funds.

Phase II is expected to be complete with NewGen's results provided to the City by March 15, 2024, for inclusion in budget planning. Following staff review and edits, NewGen will finalize the ICAM in Excel and make it available to the City for its future use. NewGen will also revise the PIRF and present ICAM and/or PIRF results to City Council, if desired, in April 2024.

Work Plan

The work plan outlined below includes tasks expected to complete the entire Study, including Phase I and Phase II. We will work with the City prior to commencement of the study to refine as needed the scope and objectives of this project, ensure our scope is clearly articulated and understood by all, and is responsive to the City's needs and circumstances.

Unless specifically requested by the City, all meetings discussed throughout the work plan may take place virtually. NewGen utilizes a variety of tools to conduct virtual meetings and will work with the City to determine the best technology platform for all parties.

Mr. Josh Armstrong and Mr. Matt Cyr
September 29, 2023
Page 3

Task 1 – Initiation of Data Request

The Project Team will develop an initial data request that we will need to adequately conduct the Study. After receiving the information requested, we will work with the City to schedule a kick-off meeting.

The data provided in this task will provide the building blocks for later model development, identification of key financial and organizational data sources, and development of logical bases to utilize in the allocation process. From conversation, it is clear the City has a firm understanding of the inputs required, but we've listed a small sample of typical data requests below.

Our request may include (but is not limited to):

- Detailed budget and accounting data;
- Prior year's financial data, salary, position and staffing data;
- Organizational structure, including reporting relationships if available;
- Prior cost allocation plan and/or user fee documentation and models; and,
- Data related to various allocation bases that may be incorporated as part of the methodology, i.e., City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.

Task 2 – Project Kick-off Meeting

After receiving the information requested, the Project Team will work with the City to schedule a kick-off meeting. The primary reason for the kick-off meeting is to allow the key Project Team consultants and participants from the City to be introduced and lay the general framework for how the Study will be conducted. This meeting will allow for the Project Team to discuss and clarify the information gathered in Task 1.

Task 3 – Department Head/Key Staff Interviews

To ensure that Project Team members fully understand the processes and operations of each of the City's Departments and the activities conducted for which fees are charged, Project Team members will conduct video conference meetings with the Director of each of the City's major departments, and other departmental employees as deemed appropriate by the Directors. These interviews will consist of informal conversations in which the Project Team will seek to understand the department's operations, appropriateness of prior allocation methods and specific budgeted program responsibilities to establish the most appropriate cost causal allocation factors.

Given the timeliness of PIRF revisions, NewGen will make sure the initial focus is on those functions and may delve deeper into administrative functions for the ICAM such as HR and Finance after all PIRF details are gathered.

Task 4 – Identification of Direct and Indirect Costs

Upon completion of the department head interviews, the Project Team will identify the direct and indirect costs provided by each department or program as required. During this process, the Project Team will ensure that no direct costs will be included as indirect costs and vice versa in the allocation process.

Specific to Phase I of the PIRF, NewGen will focus primarily on direct PIRF costs and expand into more indirect cost assignment in Phase II.

Mr. Josh Armstrong and Mr. Matt Cyr
 September 29, 2023
 Page 4

Task 5 – Determination of Cost Allocations

Specific conversations will be held to discuss bases, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology. NewGen's Project Team will identify and determine the most appropriate cost allocation factor for each of the department's/program's budget.

Task 6 – Summary Matrix of Costs and Cost Allocation Factors

Once the appropriate cost allocation factors have been identified, the Project Team will develop a summary matrix, illustrating a summary of the expenditures for each "Service Department" and the total amounts allocated to and across each "End-User Department."

PIRF results will be presented as hourly rates by position for the estimated actual direct time of an employee to review, process, and inspect improvements to or construction of public infrastructure.

Task 7 – Finalize Cost Allocation Model with Letter Report

The Project Team will present the findings to the City's management group and ensure that these individuals have enough time to address their concerns and/or questions. The Project Team will also make a presentation to Department Personnel and/or City Council, if requested.

Cost Proposal

Based on the scope of services outlined above, NewGen guarantees the cost to complete the Study, inclusive of both the PIRF and ICAM, and delivery of the model for future City use will not exceed **\$60,000, inclusive of expenses**. This pricing reflects up to two (2) on-site meetings for City Council, but additional on-site meetings may be conducted at City direction provided at time and expense.

It is our understanding that the City of Justin may desire to utilize NewGen's HGACBuy contracting mechanism for which NewGen was selected through a competitive procurement process with HGACBuy (Contract ID HP08-21). This contract award allows governmental entities nationwide to contract directly with NewGen for consulting services, such as the ones requested by the City of Justin.

NewGen invoices its clients monthly for actual services performed plus out-of-pocket expenses incurred at cost. Payment is due within thirty days of the invoice date. NewGen's current hourly billing rates under contract with HGACBuy, are as follows:

NewGen Strategies and Solutions HGACBuy Billing Rates	
Position	Hourly Billing Rate
President	\$345
Director / Executive Consultant	\$220 - \$360
Consultant	\$120 - \$220
Admin / Corporate Services	\$120

Mr. Josh Armstrong and Mr. Matt Cyr
September 29, 2023
Page 5

All payments made under this engagement should be remitted to:

NewGen Strategies and Solutions, LLC
275 W. Campbell Road, Suite 440
Richardson, Texas 75080

In executing this letter, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications as specified in this letter and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry best practices. You further agree that compensation for services rendered will be provided to NewGen regardless of the final outcome of the engagement.

Again, NewGen thanks you for the opportunity to propose our assistance once again to the City of Justin. If this letter is in agreement with your understanding of the scope of services to be provided and the terms and conditions are acceptable, please execute one copy of this letter and return to our Richardson, Texas office. If you and/or your staff should have any questions regarding this letter and/or require additional information, please contact me at (972) 675-7699 or mgarrett@newgenstrategies.net.

Very truly yours,
NewGen Strategies and Solutions

DocuSigned by:

B23EE8EF79E64D1...
Matthew B. Garrett
Managing Partner

Public Infrastructure Fee Review and Indirect Cost Allocation Model Study (Not-to-Exceed \$60,000)
City of Justin, Texas

Signature: _____ Name: _____

Title: _____ Date: _____



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 16. (WORKSHOP)

Title: Discussion regarding the Unified Development Code, Ad Valorem Analysis, and Master Water/Sewer Plan Update.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

There is no action needed. This is a project update.

Background:

Staff is providing an update related to the following items: Unified Development Code, Ad Valorem Analysis, and Master Water/Sewer Plan

The following dates are the next steps in the process:

- Unified Development Code Open House on February 26th located at Country Abbey from 6:00pm-8:00pm
 - March 28th Joint Work session with the Planning and Zoning Commission to discuss a potential rough draft and priorities list
 - An update on the Ad Valorem Analysis and the Master Water/Sewer Plan will be provided either March 14th or March 28th.
-

City Attorney Review: No

Attachments:

None



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 17. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action approving Resolution 645-24 to award contract for Waste Management Services.

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

Approve Resolution awarding a contract to Waste Connections, Inc.

Background:

Waste Connections, Inc. is the most advantageous bidder for the Solid Waste & Recycling Services contract with the City of Justin. Here is a summary of the key events:

1. Current Contract Status: The existing contract with Waste Connections, Inc. for Solid Waste & Recycling Services is set to expire on March 1, 2024.
2. RFP Advertisement: In December 2023, the City of Justin advertised a Request For Proposal (RFP) for Solid Waste & Recycling Services, signaling their intention to explore new service providers.
3. Mandatory Pre-Proposal Conference: On January 8, 2024, the city held a Mandatory Pre-Proposal Conference. Four companies, including Waste Connections, Inc., attended this conference. Attendance at this conference was a requirement for potential bidders.
4. Proposal Opening: The proposals were opened on January 16, 2024. There were two companies that submitted bids, including Waste Connections, Inc., and one company that chose not to bid.
5. Most Advantageous Bidder: Waste Connections, Inc. emerged as the most advantageous bidder for the City of Justin.

The proposed Franchise Agreement for city services clearly illustrates the level of services that is expected to remain constant. There are some rate increases from the original Franchise Agreement from 2021.

The residential service increased from \$7.05 to \$10.50 and recycling increased from \$2.50 to \$4.00. The Commercial Collection Service rates vary depending on the dumper size & duration of time the dumpster is utilized.

All rates are included within the Franchise Agreement & RFP Bid Tab.

City Attorney Review: Yes

Attachments:

1. Waste Connections Franchise Agreement 2024
2. DRAFT. Resolution Solid Waste and Recycling contract award_
3. Solid Waste Recycling Services RFP

EXCLUSIVE FRANCHISE AGREEMENT¹
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF JUSTIN, TEXAS
MARCH 1, 2024

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

COUNTY OF DENTON

THIS EXCLUSIVE FRANCHISE AGREEMENT (“Agreement”) is made and entered into as of this 1st day of March 2024, by and between Waste Connections of Lone Star, Inc. (“Waste Connections”), d/b/a WC of Texas (“Waste Connections of Texas”) (“Service Provider”), and the City of Justin, Texas, a Texas Home Rule Charter (“City”).

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

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

SECTION 1. DEFINED TERMS.

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

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

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

Bundles: Items not measuring more than either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, shrubs, small tree branches, newspapers, magazines, and tree trimmings.

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

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

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

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

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

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

Holidays:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. EXCLUSIVE FRANCHISE GRANT AND MARKETING.

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

SECTION 3. OPERATIONS.

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

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

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

SECTION 4. SINGLE FAMILY RESIDENTIAL UNIT COLLECTION.

- A. **Single Family Residential Units.** The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Single-Family Residential Units once per week provided that (i) such Municipal Solid Waste is placed in Bags, (ii) such Recyclable Materials are placed in Recycling Containers and (iii) such Bags or Containers are placed with five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. Notwithstanding the above, the Service Provider shall not be obligated to collect more than 3 cubic yards of Municipal Solid Waste from any Single-Family Residential Unit during any collection provided herein.
- B. **Excess or Misplaced Municipal Solid Waste.** The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste and Recyclable Materials placed inside Bags or Recycling Bins. Municipal Solid Waste more than the Bag's limits, or placed outside or adjacent to a Bag, and Recyclable Materials placed outside or adjacent to the Recycling Bin, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion.
- C. **Handicapped Residential Units.** Notwithstanding anything to the contrary herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Bags, provided that the Service Provider receives prior written notice from the City of such special need. The Service Provider shall not be responsible for any other modifications or accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

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

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

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

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

- A. Municipal Locations. The Service Provider will provide, at no cost to the city, three 8-cubic yard & one 3-cubic yard Containers for the City's use to be collected by the Service Provider twice each week. Service Provider will also provide up to three (3) trash cans and recycle bins at agree-upon city parks and five (5) trash cans and recycle bins at City Hall.
- B. Special Events. In addition, the Service Provider will provide, at no cost to the City, twenty five (25) 30-yard Roll Off Containers for up to 15 special events or other occasions, including clean-up related to severe weather or other unforeseen events; provided that the City gives the Service Provider reasonable prior written notices of the date of such special event as well as the number of Containers that will be required. Service Provider reserves the right to request additional fees for additional or larger clean-ups or for unforeseen or severe weather events.

SECTION 7. BULKY ITEMS AND BUNDLES.

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

SECTION 8. TITLE TO EQUIPMENT.

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

SECTION 9. RATES AND FEES.

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

- A. Single-Family Residential Units Services. For the services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge i) \$10.50 per month of reach Single-Family Residential Units for the removal of Municipal Solid Waste; ii) \$4.00 per month for each Single-Family Residential Units for removal of Recyclable Materials; and iii) These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the city for water and sewer services.
- B. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge the following rates per month for each container:

Commercial Solid Waste Breakdown (excluding franchise fees):

Commercial Collection and Disposal Component

Size/Pickup	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
Cart	29.66	36.00	41.37	46.89	55.35	
2 yards	83.48	147.59	210.17	293.96	439.21	545.21
3 yards	112.99	198.96	289.07	398.94	554.45	601.51
4 yards	140.70	255.40	396.69	524.30	631.54	751.25
6 yards	150.03	268.89	404.58	597.89	724.46	880.38
8 yards	170.04	289.43	458.85	660.75	797.37	966.71

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

Roll-Off Type and Size	Rental Fee	Delivery Fee	Collection Fee	Disposal Fee
20 CY Roll-off	Included	\$135.68	\$597.07	Included
30 CY Roll-off	Included	\$150.68	\$642.42	Included
40 CY Roll-off	Included	\$150.68	\$691.43	Included

Other Fees for Dumpsters, Compactors, and Roll-Offs

Description of Services	Fee	
Lock	\$9.02	Per month
Set of casters	\$8.13	Per month
Opening & Closing of Enclosures	No Charge	
Dumpster Delivery	\$51.81 per	
Exchange Fee	\$43.45 per	

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

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

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

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

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

- D. Sludge Services. The Service Provider will provide hauling and disposal services for sludge from the City's wastewater treatment plant at no cost.
- E. Franchise Fee. All the Above rates include a franchise fee of 10% ten percent ("Franchise Fee"). The Service Provider will pay the city a franchise fee of ten percent for the services to be rendered in the city pursuant to this Agreement.

SECTION 10. RATE ADJUSTMENT.

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

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

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

SECTION 11. EXCLUSIONS.

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

SECTION 12. TERM OF AGREEMENT

The term of this agreement shall be for a period of three (3) years commencing on March 1, 2024, and lasting three (3) years commencing. Within 120 days before the expiration of the term of this Agreement, the Service Providers shall provide written notice to the City of intent to renew this Agreement whereupon this Agreement shall be automatically extended for an additional three-year period unless the City provides written notice to the Service Provider of its intent not to renew this Agreement within 60 days from the City’s receipt of the Service Provider’s notice.

SECTION 13. ASSIGNMENT

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

SECTION 14. ENFORCEMENT

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

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

SECTION 15. PROCESSING, BILLING AND FEES.

- A. Residential Billings. On a monthly basis, the city agrees to bill and collect the rates and fees charged under Section 9 hereof from all Residential Units possessing active water meters within the City's corporate limits, as well as from all other Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits. On or before the 30th day of each month commencing on February 28, 2024, the City will send the Service Provider a monthly statement setting forth the number of Residential Units billed for services provided during the immediately preceding month (the "Residential Monthly Statement") and will remit to the Service Provider an amount equal to the Service Provider as set forth in the Residential Monthly Statement, LESS the Franchise Fee applicable to such services. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein from Residential Units.
- B. Sales Taxes. In addition to the amounts billed and collected by the City under Section 15.A., the City shall also be responsible for paying all sales, use and service taxes assessed or payable in connection with the Services.
- C. Bad Debt: Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services provided to Residential Units, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential Unit.
- D. Commercial and Roll-Off Billing. The Service Provider will bill the rates and fees charged hereunder to Commercial and Industrial Units, the rates and fees charged hereunder to the city pursuant to Section 9.D. and the rates and fees relating to the services utilizing Roll-Off Containers. The Service Provider shall provide the City with a report indicating the service type, size, location, and rate for Commercial and Industrial Units serviced during the immediately preceding month (the "Commercial Monthly Statement"). On or before the 30th day of each month (for the immediately preceding month's services) commencing on February 28, 2024, the Service Provider shall remit to the City the Franchise Fee applicable to (i) the services provided to Commercial and Industrial Units, (ii) the services provided to the City pursuant to Section 9.D. and (iii) and the services utilizing Roll-Off Containers.

SECTION 16. SPILLAGE.

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

picked up or reported to the city.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW UP.

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

SECTION 18. HOURS OF SERVICE.

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

SECTION 19. CUSTOMER SERVICE.

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

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

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

SECTION 21. VEHICLES AND EQUIPMENT.

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

SECTION 22. DUE CARE.

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

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

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

SECTION 24. INSURANCE COVERAGE.

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

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

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

SECTION 25. INDEMNITY.

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

SECTION 26. MARKETING AND SPONSORSHIP.

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

SECTION 27. SAVINGS PROVISION.

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

SECTION 28. TERMINATION.

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

SECTION 29. FORCE MAJEURE.

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

SECTION 30. GOVERNING LAW.

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

SECTION 31. ACKNOWLEDGEMENT.

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

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

SECTION 32. CUMULATIVE REMEDIES.

SECTION 33. ACCEPTANCES.

PASSED AND APPROVED BY THE CITY OF JUSTIN, TEXAS, COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 1ST DAY OF MARCH 2024.

[signatures on following page]

PROPERTY Waste Connections of Lone Star, Inc.

Waste Connections of Lone
Star, Inc.
4001 Old Denton Rd.
Haltom City, Texas 76117

By: _____
Name: _____
Title: _____

CITY OF JUSTIN, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL
AWARDING A CONTRACT FOR SOLID WASTE AND RECYCLING
SERVICES TO WASTE CONNECTIONS, INC., AND 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 Solid Waste & Recycling Services to maintain and provide solid waste & recycling services to the resident of Justin,

WHEREAS, the City has publicly advertised and requested competitive bids for contract Solid Waste & Recycling Services in December 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 Waste Connections, INC.

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 Solid Waste & Recycling Services contract to Waste Connections, INC. in accordance with their proposal date of March 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 8th day of February 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

City of Justin
RFP #2023-12

Form 10: Financial Proposal

All fees proposed in Forms 10.1 through 10.7 are based on a three (3) year initial term for the contract. City billing fees will be determined by the City and added to the base for residential, commercial, and dumpster rates. The City reserves the right to increase rates or charges to Customers without any increase in compensation to the Contractor. Please fill out all that is applicable in Forms 10.1 through 10.7.

Form 10.1: Solid Waste and Recycling Services for Residential Units (fill out all that is applicable)

Description	Proposed Monthly Fee per Residential Unit
Solid Waste Services Solid Waste Collection Services 1x per week	\$10.50 per month
Recycling Services Recycling Collection & Processing Services 1x per week	\$4.00 per month

1. Includes all cart costs, other than purchase, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.
2. Proposed fee includes once per week collection. Proposed fee excludes disposal and Franchise Fee.
3. Proposed fee includes once per week collection and processing. Proposed fee excludes Franchise Fee.

Form 10.2: Other Service for Residential Units

Description		Proposed Monthly Fee per Residential Unit
Carts	Solid Waste Cart	N/A
	Recycling Cart	N/A
Bulky Waste Service	Once per month	\$2.00 (optional)
	Monthly with 1x per month On-call	\$100 (subscription)

1. Proposed fee excludes Franchise Fee.
2. At the City's sole discretion, the City may include as part of the contract.
3. Includes cost for purchase of cart only.
4. The City will determine, prior to awarding the contract, whether the program will be (i) once per month or (ii) once per month with an additional one call-in per month. Bulky waste services will be limited to 10 cubic yards per collection.
5. Proposed fee excludes disposal.
6. **Proposed fee includes collection and processing.**

City of Justin
RFP #2023-12

Form 10.3: Proposed Monthly Collection Fees for Solid Waste Services for Commercial Units via Cart, Dumpster, and Vertical Compactor (fill out all that is applicable)

Weekly Collection Frequency	1	2	3	4	5	6
Cart	\$29.66	\$36.00	\$41.37	\$46.89	\$55.35	
2 CY Dumpster	\$83.48	\$147.59	\$210.17	\$293.96	\$493.21	\$545.21
3 CY Dumpster	\$112.99	\$198.96	\$289.07	\$398.94	\$554.45	\$601.51
4 CY Dumpster	\$140.70	\$255.40	\$396.69	\$524.30	\$631.54	\$751.25
6 CY Dumpster	\$150.03	\$268.89	\$404.58	\$597.89	\$724.46	\$880.38
8 CY Dumpster	\$170.04	\$289.43	\$458.85	\$660.75	\$797.37	\$966.71
2 CY Vertical Compactor	\$249.01	\$441.43	\$630.44	\$879.56	\$1,479.36	\$1,635.39
4 CY Vertical Compactor	\$420.43	\$766.24	\$1,188.23	\$1,572.65	\$1,893.41	\$2,253.95
6 CY Vertical Compactor	\$450.21	\$804.77	\$1,212.65	\$1,791.43	\$2,173.56	\$2,640.21
8 CY Vertical Compactor	\$510.44	\$867.89	\$1,374.89	\$1,980.55	\$2,392.11	\$2,898.25

1. Proposed fee excludes Franchise Fee.
2. Excludes disposal.
3. Includes all cart, dumpster, and compactor costs excluding compactor rental costs negotiated between vendor and customer and any fees in Form J.11.

City of Justin
RFP #2023-12

Form 10.4: Proposed Collection Fees for Extra Pick Ups for Solid Waste Services via Dumpster and Vertical Compactor (fill out all this is applicable)

2 CY Dumpster	\$125.83
3 CY Dumpster	\$155.43
4 CY Dumpster	\$185.03
6 CY Dumpster	\$214.64
8 CY Dumpster	\$244.25
2 CY Vertical Compactor	\$250.31
4 CY Vertical Compactor	\$301.23
6 CY Vertical Compactor	\$325.44
8 CY Vertical Compactor	\$445.56

1. Proposed fee excludes disposal and Franchise Fee

Form 10.5: Proposed Disposal Fees for Extra Pick Ups for Solid Waste Services via Dumpster and Vertical Compactor (fill out all that is applicable)

2 CY Dumpster	Included in rates
3 CY Dumpster	Included in rates
4 CY Dumpster	Included in rates
6 CY Dumpster	Included in rates
8 CY Dumpster	Included in rates
2 CY Vertical Compactor	Included in rates
4 CY Vertical Compactor	Included in rates
6 CY Vertical Compactor	Included in rates
8 CY Vertical Compactor	Included in rates

1. Proposed fee excludes Franchise Fee.

City of Justin
RFP #2023-12

Form 10.6: Proposed Fees for Solid Waste Services via Roll-Off (fill out all that is applicable)

Roll Off Type and Size	Container Rental Fee 2 (per month)	Initial Delivery Fee 2 (one time)	Collection Fee (per pull)	Disposal Fee (per ton)
20 CY Roll Off	Included	\$135.68	\$597.07	Included
30 CY Roll Off	Included	\$150.68	\$642.42	Included
40 CY Roll Off	Included	\$150.68	\$691.43	Included
All Roll Off Compactors				
City Sludge				

1. Identify other roll off types and sizes to be provided, including proposed fees, if awarded the Contract.
2. Proposed fee excludes Franchise Fee.

Form 10.7: Proposed Other Fees for Dumpsters, Compactors, and Roll Offs

Lock	\$9.02 per month
Set of Casters	\$8.13 per month
Opening and Closing of Enclosures	No Charge
Dumpster Delivery	\$51.81
Exchange Fee	\$43.45
Overflow Extra	\$125.00
Household Hazardous Waste	\$2.50 per month per home

1. Proposed fee excludes Franchise Fee.



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 18. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action regarding Resolution 646-24 declaring expectation to reimburse expenditures related to fire station CIP costs with proceeds from future debt.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Staff recommends approval

Background:

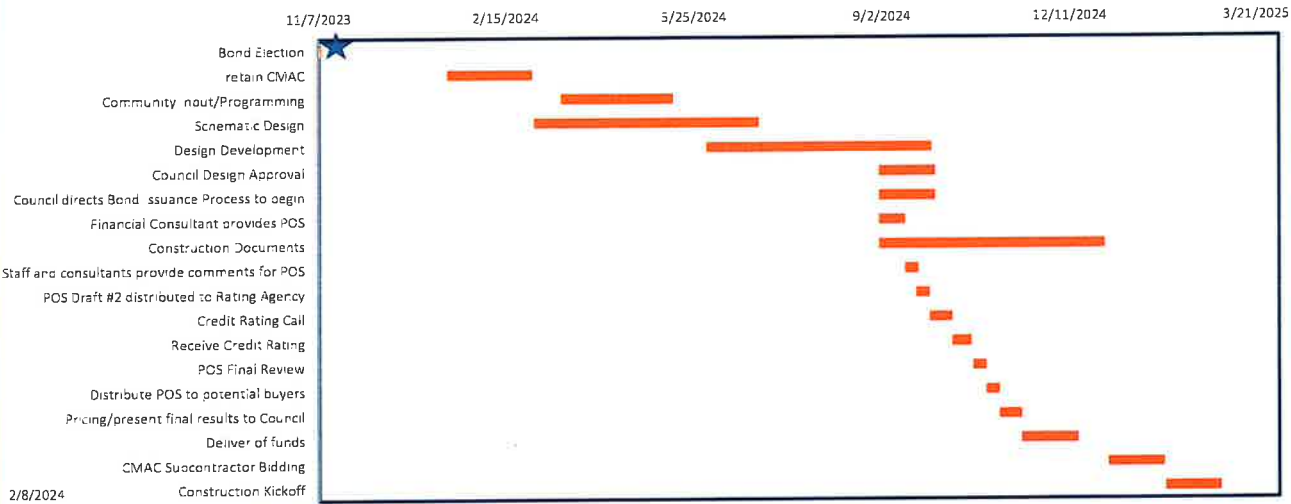
On November 7, 2023 the citizens of Justin approved the issuance of debt for the fire station construction project. The City expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of a fire station prior to the issuance of tax-exempt obligations for which a prior expression of intent to finance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Project.

City Attorney Review: Yes

Attachments:

1. PRELIMINARY Fire Station Timeline
2. Resolution 646-24 - Reimbursement for Costs Related to Construction of Fire Station

PRELIMINARY CITY OF JUSTIN FIRE STATION DESIGN AND BOND ISSUANCE TIMELINE



RESOLUTION 646-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

WHEREAS, the City of Justin, Texas (the "City") intends to issue tax exempt obligations to finance the costs for (i) permanent public improvements and public purposes, to wit: designing, acquiring, constructing, improving, and equipping firefighting facilities, including a new fire station and the acquisition of land, easements and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof (hereinafter referred to collectively as the "Project"); and

WHEREAS, prior to the issuance of such obligations, the City further intends to make certain capital expenditures for the Project from existing funds on hand and currently desires and expects to reimburse such capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. §1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations;

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

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

SECTION 2: That, the City Council of the City of Justin, Texas, hereby approves the reimbursement resolution.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: The City reasonably expects to reimburse capital expenditures with respect to the Project paid with funds on hand from the proceeds of sale of tax-exempt obligations hereafter to be incurred by the City, and this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of tax-exempt obligations expected to be issued for the Project is \$21,790,000.

SECTION 8: That this resolution shall become effective from and after its date of passage.

DULY PASSED by the City Council of the City of Justin, Texas, on the 8th day of February 2024.

CITY OF JUSTIN, TEXAS

James Clark, Mayor

ATTEST:

APPROVED AS TO FORM:

Brittany Andrew, City Secretary

Matthew Boyle, City Attorney



City Council Coversheet
February 8, 2024
415 N. COLLEGE AVE.

Agenda Item: 19. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action regarding Resolution 647-24 approving a contract between the City of Justin & Great Northwest Soccer Association (GNWSA).

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

Staff recommends approval of a contract between City of Justin and Greater Northwest Soccer Association (GNWSA).

Background:

The City of Justin has offered soccer fields for use to GNWSA at no cost. The city is currently working on a Facility Use Policy to outline all city facilities' uses. To align with the current contracts with other sports organization, GNWSA would be required to enter into a contract with the City of Justin. It's crucial to maintain open communication throughout the process to ensure a successful partnership between GNWSA and the city.

City Attorney Review: Yes

Attachments:

1. 2024 GNWSA Agreement DRAFT
2. Resolution 647-24 GNWSA Contract

CITY OF JUSTIN

2024 AGREEMENT FOR GREATER NORTHWEST SOCCER ASSOCIATION

This Agreement (herein called "Agreement") is made and entered this ____ day of _____, 2024 between the City of Justin (herein called "City"), and the Greater Northwest Soccer Association (herein called "Association"), to witness the following:

WHEREAS, to operate its youth sports programs, the Association utilizes the public athletic facilities, gymnasium, and playing fields that are provided and maintained by, and at the cost of, the City; and,

WHEREAS, in return for the use of those facilities, the Association wishes to enter into an agreement with the City with regard to such use of the City's facilities; and,

WHEREAS, the City requires that the Association agree to abide by the standards, requirements, and guidelines set by the City for all recreational youth sports; and,

WHEREAS, failure to abide by these standards and guidelines could result in restriction of facility use or the cancellation of the Agreement, Now, Therefore.

For and in consideration of the mutual undertakings herein set out, the City and the Association herein also called the "parties" agree as follows:

Section 1. FIELD ALLOCATION

- A. In this Agreement, the "fields" or "playing fields" shall mean the soccer fields of the Justin Community Park.
- B. The parties agree that the playing fields are owned by the City and provided for the benefit of all citizens of Justin. The City shall always maintain final approval over the use of these fields. The City reserves the right to use any field for other events or programs. The City will give notice to the appropriate Association at least one month prior to the event.
- C. The Association will make all field assignments among the Association for all games and practices and shall determine if a concession stand may also be used.
- D. All practices and games must be scheduled with the City of Justin prior to usage of the fields. If scheduling conflicts occur, the Public Works Director will make the final decision.

Section 2. SEASONS AND HOURS

The City determines all available field and facility allocations and reserves the right to determine availability and conditions. Fields and facilities will be made available on specified days for practice and games to the Associations during regular season activities for the term of this agreement.

- A. Fields and Facilities must be reserved through the City for practices and games. Association must confirm rescheduled games with the City and provide notice at least two full business days in advance of rescheduled games.
- B. All fields are closed to reservations and may have light use only during the winter months, and a portion of the summer as determined by the City.
- C. All game and practice schedules must be submitted in calendar form to the City at least seven business days prior to the opening day game.
- D. All games must be concluded by the teams by 10:00 pm.
- E. Athletic fields are closed between the hours of 7:00 am and 4:30 pm, Monday — Friday, to allow proper irrigation of playing fields.
- F. Games or practices shall not be scheduled on fields on Sundays. On Monday of the prior week, the Association may request use of those fields and the City may grant access if the fields are not being utilized by other groups or individuals.
- G. All scheduled use of the Gymnasium or other facilities must be approved in advance by the City.

Section 3. FIELD, RESTROOM MAINTENANCE AND FACILITIES

- A. All field mowing and weed eating will be the responsibility of the City. Fields will be maintained at least once a week for practice purposes.
- B. Field Marking will be the responsibility of the City. In the event of rescheduled games, if the City is unable to mark the fields, the Association will be given notice and shall be allowed to mark the fields.
- C. The City will paint the fields before any scheduled games.
- D. In the event of heavy rain, the City will make an effort to disburse water and make fields playable. The City may also grant permission from time to time for the Association to assist with preparing the fields for play after inclement weather. This includes but is not limited to allowing the application of drying agents.
- E. The City shall be responsible for the maintenance of all irrigation systems in City facilities.
- F. City shall maintain the restrooms in a safe and sanitary condition during the approved season(s). Restrooms may be closed from November 15th — February 15th for winterization.
- G. The Association shall be responsible for daily practice and game day collection of all litter on the Premises to include playing areas, fences, bleachers and adjacent grounds, as well as City facilities. All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles. If within the City's judgment the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further compliance will result in a fee of \$20 per hour/per staff member for litter clean up.

Section 4. FIELD USAGE AND FACILITY USE ORDINANCES

The following are items that must be adhered to when conducting any activity within the Justin Parks system or while utilizing City facilities:

- A. Contact the Fire Marshal at (940) 648-2561, to secure a Fire Code Permit if a tent larger than 200 sq. ft or a canopy tent larger than 400 sq. ft will be used. A fire extinguisher is required for these tents.
- B. If an outside vendor (non-Association) will be selling any goods during any portion of the year, that individual or group will need to obtain a vendor permit. This permit can be obtained at City Hall.
- C. No alcohol is permitted in any park area, including parking lots, or on City property.
- D. The City's No Smoking Ordinance must be strictly adhered to and enforced by the Association. The Association's league officials may request assistance in enforcement by contacting the Justin Police Department at 940-349-1600.

Section 5. LEAGUE MANAGEMENT AND SPORTS GUIDELINES

- A. Teams from outside the City may join the Association's recreational league play, provided they register through the Association and pay all pertinent fees.
- B. The Association is responsible for any outside league fees.
- C. The Association is responsible for scheduling and paying for umpires, officials and referees.
- D. The Association must comply with the following in the presentation of programs to the public:
 - 1. Before practices or games can begin, the Association must complete mandatory background checks on all coaches. This background check must be done annually.
 - 2. Under no circumstance should parents be used as umpires or officials unless they are affiliated with an insured umpires/officials/referee's organization.
 - 3. The Public Works Director must approve allocation for any expansion or changes in the Association's programming that may affect field preparation, gymnasium preparation or league programming. Requests must be in writing, received and approved prior to approving the changes. Decisions will be based on overall benefit to the participants.
 - 4. The Association will adhere to all City ordinances that regulate the use of City athletic facilities or property.

Section 6. SELECT/CLUB TEAMS

All Select/Club Teams must enter into a separate agreement with the City or register through GNWSA and pay all registration fees outlined by the Agreement. Any scheduling required for Select/Club teams outside of the outlined dates for GNWSA use must be approved by the City. The Public Works Director will have final approval as it relates to scheduling.

PLEASE NOTE:

1. Recreational League Play must receive top priority when scheduling field allotments.
2. The Association is prohibited from subletting the field or allowing use of city fields or property by any players or groups not registering through the Association.

Section 7. COMMUNICATION

For any communication regarding scheduling, the appropriate soccer scheduler may contact the Public Works Administrative Coordinator directly. All other communication with the City shall be by email and copy the public works director and the GNWSA board.

CITY OF JUSTIN

Public Works Director
Josh Little
jlittle@cityofjustin.com

Public Works Administrative Coordinator
Kira Sedivy
ksedivy@cityofjustin.com

Parks Superintendent
Steve Hartman
shartman@cityofjustin.com

GREATER NORTHWEST SOCCER ASSOCIATION

Matt Tibbitts
matt@thesourcemktg.com

Shawn Major
shawnmajor31@yahoo.com

Section 8. ON-SITE REPRESENTATIVE

The Association agrees to provide a league representative on-site at each practice, game or tournament held on a City field or other City facility. A league representative may be any member of the GNWSA board or any coach for the current season.

Section 9. DOCUMENTS, FEES AND OFFICERS

The Association shall submit to the City a copy of its bylaws, coaches list, insurance, game and practice schedules in calendar form, impact fees, non-resident fees, and final player rosters. All rosters will include parental/guardian contact information as well as the home address of each player. Associations will also submit names, addresses and phone numbers of all officers and board members within two weeks after the election or appointment.

Section 10. INSURANCE AND INDEMNIFICATION

The Association shall carry minimum commercial general liability insurance, with a policy limit of \$500,000, at all times during the term of this Agreement. The policy shall be endorsed to include the City of Justin as an additional insured. Proof of this insurance must be submitted to the City at least one (1) week before practice begins. In the case of a nationally franchised affiliation with a liability insurance program, the City may accept a different coverage. It is also recommended that the Association purchase an accident policy with \$5,000 coverage to assist participants with minor medical bills.

The Association, by signing this Agreement, agrees to indemnify, defend and hold harmless the City, its employees, agents, successors, assigns, sponsors and volunteers assisting in City activities, from any and all damages, claims or liability of any kind, whatsoever, by reason of injury to property or third persons occasioned by error, omission or negligent act by the Association, its officers, agents, coaches, employees, subcontractors, volunteers and participants in the Association's activities.

Section 11. FEES

The following fees will apply to the Association:

- A. The Association will be assessed an Impact Fee of \$25 per child per season for recreational players or select players that will be submitted to the City of Justin. This fee will be due prior to the commencement of any practice or games of the season.
- B. All checks for the required fees must be made payable to the City of Justin and shall be received at least seven days prior to the start of practice and/or games.
- C. The Association must also pay the City a \$200 deposit two weeks preceding the start of practices. The deposit will be returned at the conclusion of the season after the above costs, if any, have been deducted.

Section 12. PERMISSION FOR INSTALLATION, CONSTRUCTION OR MAINTENANCE

The Association shall submit to the Public Works Director any proposal to install, construct or modify temporary or permanent structures, signs, equipment or other related items prior to the commencement of any work. All

communication regarding maintenance and/or field improvements may only be submitted with the Association's president's approval. All applicable City codes must be followed. Approval of the proposal shall rest solely with the City. Permanent structures shall become the property of the City. These requests must be submitted at least (30) days in advance and may require approval by the Justin Parks & Recreation Board and/or the Justin City Council. Any temporary signs, equipment, etc., may be required by the City to be moved in advance of City or other events. The City shall give the Association at least fourteen (14) days' notice for any removal required by the Association.

Section 13. SPONSORSHIPS AND SIGNAGE/BANNERS

Sponsorship advertisements must be reviewed and approved by the Public Works Director before they may be placed on any park property. They must adhere to the following guidelines:

1. They must adhere to all city codes.
2. The Public Works Director must approve all signs and anchoring methods before installation occurs.
3. Sponsorships must be appropriate for youth activities. Sponsorships for alcohol, tobacco, political interests, etc. are not allowed.
4. The appearance of all signage, banners, etc. must be tasteful and may not detract from the overall appearance of the facility.
5. The placement of sponsorship advertisement may not cause damage to any facility.

Section 14. STORAGE UNITS

The Association may purchase storage units and place them at a site in the park that has been designated by the City. Units must meet standards set by the Public Works Director. Requests to purchase and place storage units must be submitted at least (30) days in advance and shall be approved at the Public Works Director's discretion.

Section 15. CITY PROCEDURES FOR ATHLETIC FIELD CLOSURES

Reasons for athletic field closure or postponement:

- A. Fields are too wet for play.
- B. Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
- C. Maintenance, renovation, or construction conditions exist.
- D. The athletics field condition will be updated by 3:00 pm on weekdays when conditions are questionable due to inclement weather. At other times, the City reserves the right to deem the fields unsafe for play due to weather.

It is a violation to:

- A. Enter upon a City athletic field that has a sign posted "Closed due to Maintenance/Field conditions" except for a city employee or contractor performing athletic field maintenance.
- B. Enter upon a City athletic field that has a sign posted "Field use with permit only" without having a City reservation permit that states the dates and times of usage, except for a city employee or contractor performing athletic field maintenance or when permission is granted by an authorized City representative. Permission shall be granted, upon request, for an Association representative to assess the field conditions if the fields are deemed unsafe to play by the City.
- C. Any person violating any provision of the applicable ordinance may be fined up to \$500.00 by the City judge.

Section 16. UNLAWFUL ACTIVITIES

The Association shall not engage in any activities on the park premises in violation of any existing state, federal, local law or use the park premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

Section 17. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

All required documentation is due to the City of Justin, Parks and Recreation Department. All forms are to be submitted to the Public Works Director at the following address: 415 N College Ave, Justin, TX 76247

FEES

\$25/season per player

DEPOSIT

\$200 per Association per year

DOCUMENTS

Annually:

1. Copy of Association By-Laws
2. Provide names and contact information of all Association Officers and Board Members
3. Insurance
4. Indemnification

Seasonally:

1. List of Coaches and contact information
2. Team Rosters including players name, parent/guardian name, phone numbers, address and age information
3. Schedule (start and stop date) for each team

All personal information received by the City from the Association will not be used by the City without prior written consent from the GNWSA board.

Section 18. TERM

The term of this agreement shall commence on _____, 2024 in advance of the Spring 2024 season and shall continue until _____. The agreement will automatically renew in one-year increments for 3 years beginning in 2025 unless the City or the Association provide written notice to the other party at least sixty (60) days in advance of the last date of a particular term.

Section 19. AGREEMENT APPROVAL

The person executing the Agreement on behalf of the Association or representing himself as executing the Agreement on behalf of the Association warrants that he has been fully authorized by the Association to execute the Agreement and that the Association will comply and uphold all terms and provisions contained herein.
If the Association violates any term of the Agreement, the City may find it in default and terminate or suspend the Agreement. If required documents are not submitted in a timely manner, the City reserves the right to deny access to fields, lights, restrooms and concessions until documentation is received.

Signature

Signature

Name

Name

Title

Title

Organization

Organization

Date

Date

RESOLUTION NO. 647-24

A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL APPROVING A CONTRACT WITH GREAT NORTHWEST SOCCER ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Justin operates and maintains athletic fields and facilities that are available for use by the general public; and

WHEREAS, the Greater Northwest Soccer Association (GNWSA) has requested to use said athletic fields and facilities; and

WHEREAS, the City is in need of contract between City of Justin & Greater Northwest Soccer Association (GNWSA); and

WHEREAS, the City Council finds that it is in the best interest of the public.

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 contract between City of Justin and the Greater Northwest Soccer Association (GNWSA), attached hereto as Exhibit A.

SECTION 3. That the City Council of the City of Justin, Texas authorizes the City Manager to execute the Agreement 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 8th day of February 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney