

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 22, 2024
415 N. COLLEGE AVE.
6:00 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”*

BUSINESS INTRODUCTION

Major League Realty - Cathy Green

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
 - Oliver Creek Developers Agreement
 - Justin Crossing Commercial
 - Oncor Transmission Line

Convene into executive session.
Adjourn into open meeting.

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

UPCOMING MEETINGS AND EVENTS

February 26 - Open House, Unified Development Code (located at the Country Abbey)
February 27 - Parks and Recreation Advisory Board
March 4 - Municipal Court
March 12 - Parks and Recreation Advisory Board
March 14 - City Council Meeting
March 19 - Planning and Zoning Meeting
March 21 - EDC/CDC Meeting
March 28 - Joint City Council and Planning and Zoning Meeting

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.

PRESENTATION

Update on Northwest Metroport Chamber, State of the Cities.

STAFF REPORTS

1. Racial Profiling Report.

CONSENT AGENDA

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

2. Consider and act upon resolution 652-24 of the City of Justin, Texas, determining the costs of certain projects to be financed within Improvement Area #1 of the Timberbrook Public Improvement District No. 2; approving a preliminary service plan and assessment plan, including a proposed Improvement Area #1 Assessment Roll; directing the filing of the proposed Improvement Area #1 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on March 28, 2024 to consider an ordinance levying assessments on property located within Improvement Area #1 of the Timberbrook Public Improvement District No. 2.
3. Consider approving Resolution 653-24 for a Professional Services contract with Code Solutions.
4. Consider approving Resolution 654-24 for a final plat for Timberbrook Crossing legally described as Lots 1-4, Block A. Generally located northeast from the intersection of FM 407 and Timberbrook Parkway.
5. Consider and take appropriate action upon Ordinance 770-24 on first reading approving the Water Conservation Plan.
6. Consider and take appropriate action upon Ordinance 771-24 on the first reading approving the

Drought Contingency Plan.

7. Consider approving Resolution 657-24 for a Professional Services Agreement with Gradient Solutions Corporation.

ITEMS PULLED FROM CONSENT AGENDA

PUBLIC HEARING

8. 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.

WORKSHOP

9. Discussion regarding the benchmark city compensation analysis.
10. Discussion related to a new City Limit Boundary Map.
11. Discussion regarding policy on freezing temperature water bill credit.
12. Discussion regarding the purchase of a generator for City Hall.
13. Discuss the Oncor Ramhorn Hill transmission line.

POSSIBLE ACTION ITEMS

14. Consider and take appropriate action regarding appointments to and membership of the Ethics Board.
15. Consider and take appropriate action regarding Resolution 655-24 approving an Interlocal Cooperation Agreement between the City of Justin and Denton County for the 1171 breakout project.

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 16th day of February by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews

Brittany Andrews, City Secretary



City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 1. (STAFF REPORTS)

Title: Racial Profiling Report.

Department: Police

Contact: Brian Frieda, Police Chief

Recommendation:

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

Background:

The matter of having an annual Racial Profiling Report, or "Contact Data Report" came to be issue after the Texas State Legislature passed legislation and subsequently signed it into law in 2001. The law came into existence to address the accusation of racial profiling complaints across the country. These reports required law enforcement across the state to document their encounters with citizens. However, in its earliest form, the legislation had no consequences other than civil litigation. At best, as a result, many agencies ignored the law. As time passed, there were several changes made to this particular law, with the latest changes being made in 2017 with the passage of the Sandra Bland Act, now known as the Sandra Bland Law. This law made wide sweeping changes to how law enforcement documented their interactions with citizens in and during motor vehicle stops. However, the thing that did not change was that the data would be collected in the calendar year format and would be delivered to the agency's governing body by March 1st of the following year. Also, the same data would be filed with the Texas Commission On Law Enforcement and placed in a repository for public access.

This law was intended to provide a snapshot of who was being stopped by law enforcement, the number of citations, verbal warnings, written warnings, race known prior to the stop, where the violation took place, how many searches were taking place, were those searches, consent searches, or were they based off probable cause, how many and why arrests were being made as a result of motor vehicle stops, was there any use of force involved and if so were there any injuries as a result. Along with all the other changes, we are now required to conduct regular audits related to the data collected for our annual report to Council and TCOLE.

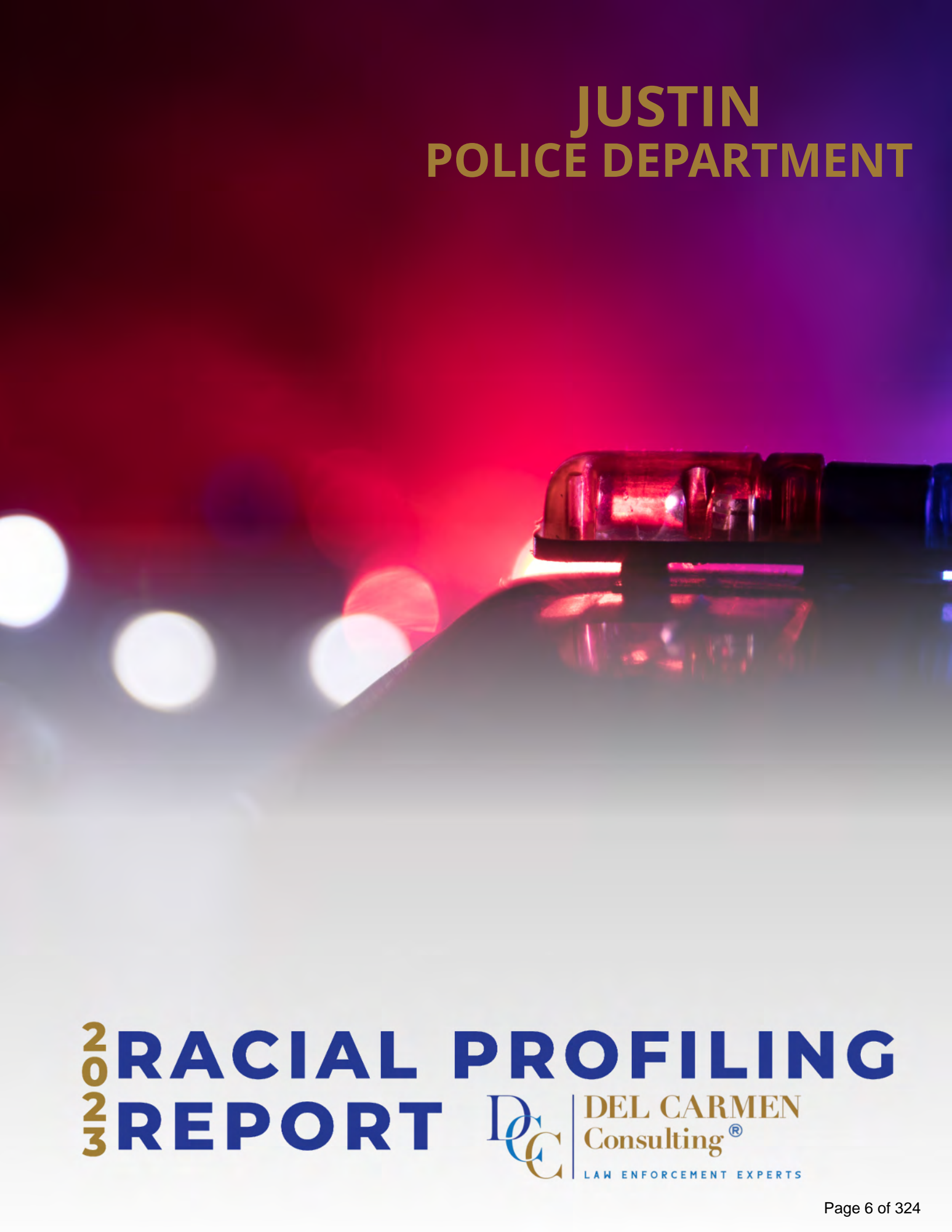
What the annual report was not intended for was for traffic analytics, or an evaluation tool in the sense of volume of citations, arrest, warrant service, etc.

City Attorney Review: No

Attachments:

1. Justin 2023 Racial Profiling_

JUSTIN POLICE DEPARTMENT

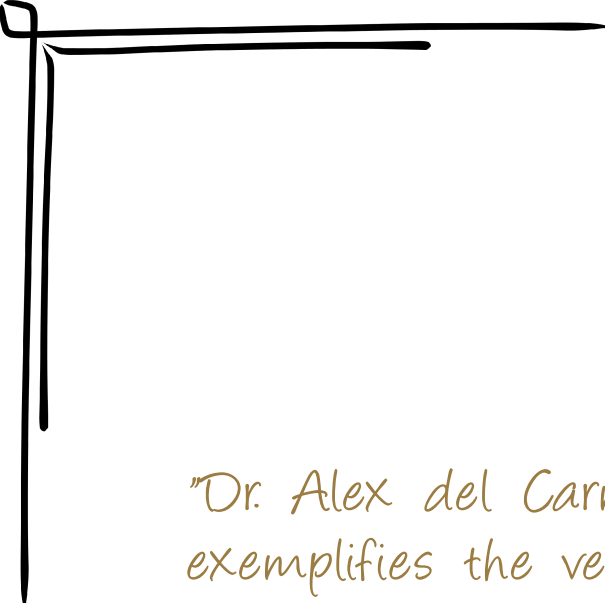


2023 RACIAL PROFILING REPORT



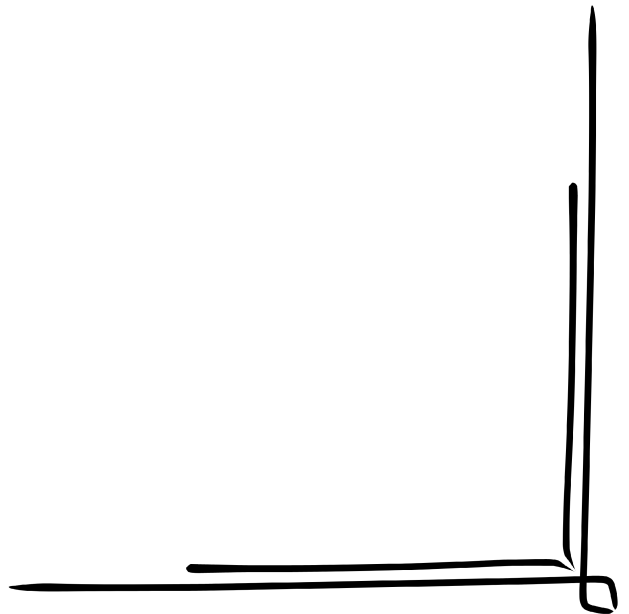
DEL CARMEN
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LAW ENFORCEMENT EXPERTS



"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)



January 30, 2024

Justin City Council
415 N. College Ave.
Justin, TX 76247

Dear Distinguished Members of the City Council,

In 2001 the Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. During the last calendar year, the Justin Police Department, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Justin Police Department and are included in this report.



In this report, you will find three sections with information on motor vehicle-related contacts. In addition, when appropriate, documentation is included which demonstrates the manner in which the Justin Police Department has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Justin Police Department relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Finally, section three contains statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/23 and 12/31/23. Further, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

In the last section of the report, you will find the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement), is included. The findings in this report support the Justin Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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Public Education on Responding to Compliments and Complaints

Informing the Public on the Process of Filing a Compliment or Complaint with the Justin Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Justin Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Justin Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Justin Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Justin Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Justin has been included in this report.

It is important to recognize that the Chief of the Justin Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Justin Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.



Racial Profiling Course 3256

Texas Commission on Law Enforcement

September 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074



1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

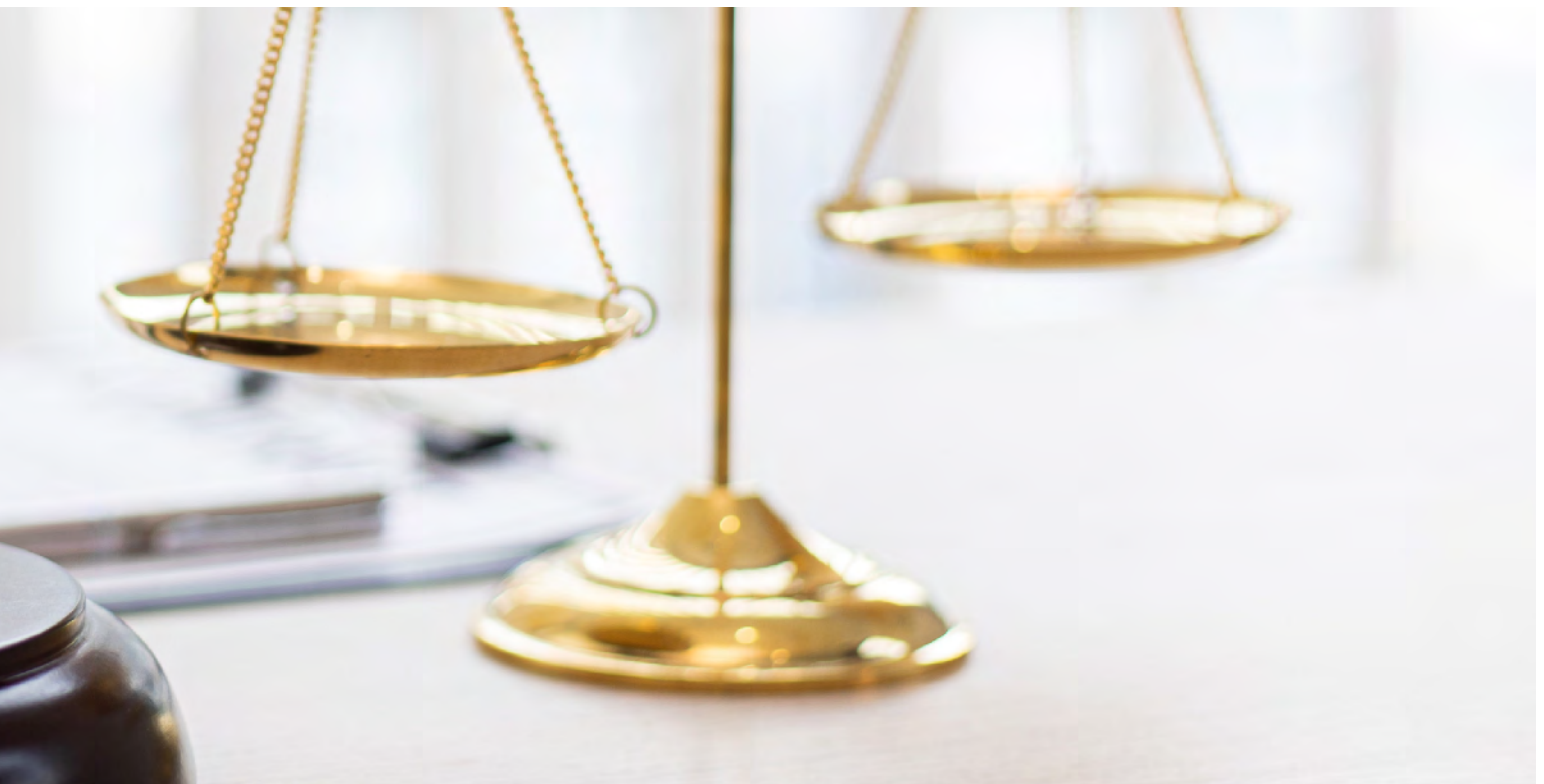
1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole.
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
2. The driver and passengers are questioned about things that do not relate to the traffic violation
3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: <http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

Report on Compliments and Racial Profiling Complaints



Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/23-12/31/23 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Justin Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/23-12/31/23.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

Tables Illustrating Motor Vehicle-Related Contacts

TIER 2 DATA

TOTAL STOPS: 3,750

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	2,624
US Highway	18
State Highway	545
County Road	553
Private Property	10

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	55
No	3,695

RACE OR ETHNICITY

Alaska Native/American Indian	17
Asian/Pacific Islander	123
Black	383
White	2,751
Hispanic/Latino	476

GENDER

Female Total: 1,343

Alaska Native/American Indian	4
Asian/Pacific Islander	32
Black	130
White	1,040
Hispanic/Latino	137

Male Total: 2,407

Alaska Native/American Indian	13
Asian/Pacific Islander	91
Black	253
White	1,711
Hispanic/Latino	339

REASON FOR STOP?

Violation of Law Total: 8

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	4
Hispanic/Latino	2

Pre-existing Knowledge Total: 10

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	8
Hispanic/Latino	1

Moving Traffic Violation Total: 2,386

Alaska Native/American Indian	14
Asian/Pacific Islander	89
Black	228
White	1,767
Hispanic/Latino	288

TIER 2 DATA

Vehicle Traffic Violation Total: 1,346

Alaska Native/American Indian	3
Asian/Pacific Islander	34
Black	152
White	972
Hispanic/Latino	185

Contraband (in plain view) Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	1

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	1	16
Asian/Pacific Islander	1	122
Black	33	350
White	151	2,600
Hispanic/Latino	44	432
TOTAL	230	3,520

Probable Cause Total: 98

Alaska Native/American Indian	1
Asian/Pacific Islander	0
Black	25
White	51
Hispanic/Latino	21

Inventory Total: 76

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	58
Hispanic/Latino	15

REASON FOR SEARCH?

Consent Total: 46

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	4
White	36
Hispanic/Latino	5

Incident to Arrest Total: 8

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	6
Hispanic/Latino	2

TIER 2 DATA

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	1	0
Asian/Pacific Islander	0	1
Black	19	14
White	81	70
Hispanic/Latino	24	20
TOTAL	125	105

Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	1
Asian/Pacific Islander	0	0
Black	7	12
White	34	47
Hispanic/Latino	12	12
TOTAL	53	72

DESCRIPTION OF CONTRABAND

Drugs Total: 46

Alaska Native/American Indian	1
Asian/Pacific Islander	0
Black	9
White	25
Hispanic/Latino	11

Currency Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Weapons Total: 5

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	3
Hispanic/Latino	0

Alcohol Total: 7

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	5
Hispanic/Latino	2

TIER 2 DATA

Stolen Property Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	1

Other Total: 56

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	8
White	48
Hispanic/Latino	0

RESULT OF THE STOP

Verbal Warning Total: 1,791

Alaska Native/American Indian	10
Asian/Pacific Islander	65
Black	195
White	1,315
Hispanic/Latino	206

Written Warning Total: 293

Alaska Native/American Indian	0
Asian/Pacific Islander	9
Black	32
White	228
Hispanic/Latino	24

Citation Total: 1,598

Alaska Native/American Indian	7
Asian/Pacific Islander	49
Black	147
White	1,163
Hispanic/Latino	232

Written Warning and Arrest Total: 3

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	2
Hispanic/Latino	1

Citation and Arrest Total: 4

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	2
Hispanic/Latino	0

Arrest Total: 61

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	41
Hispanic/Latino	13

TIER 2 DATA

ARREST BASED ON

Violation of Penal Code Total: 43

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	26
Hispanic/Latino	10

Violation of Traffic Law Total: 7

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	5
Hispanic/Latino	2

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 18

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	14
Hispanic/Latino	2

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	17
Asian/Pacific Islander	0	123
Black	0	383
White	0	2,751
Hispanic/Latino	0	476
TOTAL	0	3,750

Tables Illustrating Motor Vehicle Related Contact Data

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	17	7	10	0	0%	0%	1%	0%
Asian/ Pacific Islander	123	49	65	9	3%	3%	4%	3%
Black	383	149	195	32	10%	9%	11%	11%
White	2,751	1,165	1,315	228	73%	73%	73%	78%
Hispanic/ Latino	476	232	206	24	13%	14%	12%	8%
TOTAL	3,750	1,602	1,791	293	100%	100%	100%	100%



Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	0%
Asian/Pacific Islander	3%	5%
Black	10%	14%
White	73%	60%
Hispanic/Latino	13%	19%
TOTAL	100%	98%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	1	0	0
Asian/Pacific Islander	1	1	0
Black	33	4	9
White	151	36	45
Hispanic/Latino	44	5	14
TOTAL	230	46	68

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	1	1	0	0	0%	1%	0%	0%
Asian/ Pacific Islander	1	0	1	0	0%	0%	1%	0%
Black	33	19	14	9	14%	15%	13%	13%
White	151	81	70	45	66%	65%	67%	66%
Hispanic/ Latino	44	24	20	14	19%	19%	19%	21%
TOTAL	230	125	105	68	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/23-12/31/23.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	1	03/01/23	Data was valid and reliable
2	1	06/01/23	Data was valid and reliable
3	1	09/01/23	Data was valid and reliable
4	1	12/01/23	Data was valid and reliable

ADDITIONAL COMMENTS:

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	0	0%
Hispanic/Latino	0	0%
TOTAL	0	0%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	0	0%	0%	0%	0%
Black	7	0	0	2	16%	0%	0%	11%
White	26	5	0	14	60%	71%	0%	78%
Hispanic/ Latino	10	2	0	2	23%	29%	0%	11%
TOTAL	43	7	0	18	100%	100%	0%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	1	1	100%	0%	1%
Asian/ Pacific Islander	1	0	0%	0%	0%
Black	33	19	58%	14%	15%
White	151	81	54%	66%	65%
Hispanic/Latino	44	24	55%	19%	19%

Analysis and Interpretation of Data

In 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the central requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As previously noted, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

In 2017, the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

As part of their effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Justin Police Department commissioned the analysis of its 2023 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2023 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the “other” category, as optional categories), who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The analysis on the data performed in this report, was based on a comparison of the 2023 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Justin Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Justin Police Department in 2023 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, some civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Justin Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Dallas Fort-Worth (DFW) Metroplex.

Tier 2 (2023) Motor Vehicle-Related Contact Analysis

When examining the enhanced and more detailed Tier 2 data collected in 2023, it was evident that most motor vehicle-related contacts were made with Whites, followed by Hispanics. Of those who came in contact with police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Whites, followed by Blacks.

While reviewing searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites and Hispanics, while most custody arrests were also of Whites. Overall, most searches resulted in contraband; of those that produced contraband, most were of Whites; this was followed by Hispanics. Of the searches that did not produce contraband, most were of Whites. Most arrests were made of Whites. Most of the arrests that originated from a violation of the penal code involved Whites. Overall, the police department does not report any instances where force was used that resulted in bodily injury.

Comparative Analysis

A comprehensive analysis of the motor vehicle contacts made in 2023 to the census data relevant to the number of “households” in DFW who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Blacks, Hispanics, Asians, and American Indians who came in contact with police was the same or lower than the percentage of Black, Hispanic, Asian, and American Indian households in DFW that claimed in the last census to have access to vehicles. The opposite was true of Whites. That is, a higher percentage of Whites came in contact with police than the percentage of White households in DFW that claimed in the last census to have access to vehicles.

The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of American Indians. This was followed by Blacks and Hispanics. This means that among all searches performed in 2023, the most significant percentage of these that resulted in contraband was among American Indians. The lowest contraband hit rate was among Asians.

Summary of Findings

As referenced earlier, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Justin Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Justin Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Justin Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2024 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis performed serves as evidence that the Justin Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

Checklist

The following requirements were met by the Justin Police Department in accordance with The Texas Racial Profiling Law:

- ✓ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✓ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Justin Police Department from engaging in racial profiling.
- ✓ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✓ Provide public education related to the complaint and complaint process.
- ✓ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✓ Collect, report and analyze motor vehicle data (Tier 2).
- ✓ Commission Data Audits and a Search Analysis.
- ✓ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✓ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2024.
- ✓ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.



Legislative & Administrative *Addendum*

FEDERAL
TAX
REGULATIONS

TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~[(7)]~~ the date of conviction; and

(9) ~~[(8)]~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race":

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency]; and~~

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from ~~[the]~~ stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle ~~[traffic or pedestrian]~~ stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;
or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [~~Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [~~or Native American descent~~].

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
 - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
 - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
 - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
 - (6) provide to local government officials consultation on and technical assistance for county jails;
 - (7) review and comment on plans for the construction and major modification or renovation of county jails;
 - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
 - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
 - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
 - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
 - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
 - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
 - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
 - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
 - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
 - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and
(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;
(2) an attempted suicide;
(3) a death;
(4) a serious bodily injury, as that term is defined by
Section 1.07, Penal Code;
(5) an assault;
(6) an escape;
(7) a sexual assault; and
(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

**JUSTIN
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to department members that affirms the Justin Police Department's commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach and partnerships).

401.1.1 DEFINITIONS

Definitions related to this policy include:

Bias-based policing - An inappropriate reliance on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement (Tex. Code of Crim. Pro. art. 3.05).

401.2 POLICY

The Justin Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

401.4 MEMBER RESPONSIBILITIES

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any bias-based actions by another member.

401.4.1 REASON FOR CONTACT

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

Bias-Based Policing

To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved officer should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

401.4.2 REPORTING TRAFFIC STOPS

The Chief of Police or the authorized designee should ensure that the Department has appropriate systems in place to collect information required by state racial profiling laws (Tex. Code of Crim. Pro. art. 2.132 (Tier One); Tex. Code of Crim. Pro. art. 2.133 (Tier Two)).

Each time an officer makes a traffic stop, the officer shall gather the required information using the system in place for racial profiling reporting.

401.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
 - 1. Supervisors should document these discussions, in the prescribed manner.
- (b) Supervisors should periodically review Mobile Audio/Video (MAV) recordings, portable audio/video recordings, Mobile Data Computer (MDC) data and any other available resource used to document contact between officers and the public to ensure compliance with this policy.
 - 1. Supervisors should document these periodic reviews.
 - 2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

401.6 STATE REPORTING

The Chief of Police shall annually submit a report of the information required in Tex. Code of Crim. Pro. art. 2.132 to the Texas Commission on Law Enforcement (TCOLE) and to each governing body served by the Department.

The Chief of Police shall also provide to TCOLE and each governing body served by the Department a report containing an analysis of the information required by Tex. Code of Crim.

Bias-Based Policing

Pro. art. 2.133. The report must be submitted by March 1 of each year (Tex. Code of Crim. Pro. art. 2.134).

The reports may not include identifying information about any officer who made the traffic stop or about any individual who was stopped or arrested (Tex. Code of Crim. Pro. art. 2.132; Tex. Code of Crim. Pro. art. 2.134).

401.7 ADMINISTRATION

The Chief of Police or the authorized designee should review the efforts of the Department to provide fair and objective policing and submit an annual report, including public concerns and complaints, to the Chief of Police. The annual report should not contain any identifying information about any specific complaint, member of the public or officer. It should be reviewed by the Chief of Police to identify any changes in training or operations that should be made to improve service (Tex. Code of Crim. Pro. art. 2.132).

Supervisors should review the report submitted to TCOLE and the governing body and the annual report and discuss the results with those they are assigned to supervise.

401.8 COMPLIMENTS AND COMPLAINTS

The Chief of Police or the authorized designee is responsible for educating the public on the Department's compliment and complaint process (see the Personnel Complaints Policy). This education may be achieved by information provided through the Department website. This information shall include the telephone number, mailing address and e-mail address to make a compliment or complaint regarding a ticket, citation or warning issued by an officer.

In the event that an investigation is initiated against an officer for a violation of this policy, the Chief of Police or the authorized designee should ensure that a copy of any related recording is provided as soon as practicable to the officer upon written request (Tex. Code of Crim. Pro. art. 2.132).

401.9 TRAINING

Training on fair and objective policing and review of this policy should be conducted as directed by the training manager.

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting©
817.681.7840
www.texasracialprofiling.com
www.delcarmenconsulting.com

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City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 2. (CONSENT AGENDA)

Title: Consider and act upon resolution 652-24 of the City of Justin, Texas, determining the costs of certain projects to be financed within Improvement Area #1 of the Timberbrook Public Improvement District No. 2; approving a preliminary service plan and assessment plan, including a proposed Improvement Area #1 Assessment Roll; directing the filing of the proposed Improvement Area #1 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on March 28, 2024 to consider an ordinance levying assessments on property located within Improvement Area #1 of the Timberbrook Public Improvement District No. 2.

Department: Administration

Contact: Josh Armstrong, Finance Director

Recommendation:

Approve a resolution of the City of Justin, Texas, determining the costs of certain improvement area #1 projects to be financed within the Timberbrook Public Improvement District No. 2; approving a preliminary service and assessment plan, including a proposed Improvement Area #1 Assessment Roll; directing the filing of the proposed Improvement Area #1 Assessment Roll with the City Secretary to make available for public inspection; noticing and calling a public hearing for March 28, 2024, to consider an ordinance levying assessments on property located within the Timberbrook Public District #2; directing city staff to publish the mail notice of said public hearing; and resolving other matters incident and related thereto.

Background:

This is the next step for the issuance of bonds for Improvement Area #1 of the Timberbrook Public Improvement District No. 2. This resolution also approves an updated Preliminary Service and Assessment Plan (PSAP). Additionally, this call for a public hearing for PID #2 during the March 28th, 2024, council meeting. Notice of this public hearing will be published in the Denton Record Chronicle. Staff and Consultants will be present at this meeting to answer any questions.

City Attorney Review: Yes

Attachments:

1. Justin Timberbrook PID No. 2 2024 - Resolution Approving PSAP and Calling Hearing (FINAL

w. PSAP) (002)

CITY OF JUSTIN, TEXAS

RESOLUTION NO.652-24

A RESOLUTION OF THE CITY OF JUSTIN, TEXAS DETERMINING THE COSTS OF CERTAIN IMPROVEMENT AREA #1 PROJECTS TO BE FINANCED WITHIN THE TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 2; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED IMPROVEMENT AREA #1 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED IMPROVEMENT AREA #1 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR MARCH 28, 2024 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 2; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act") authorizes the City of Justin, Texas (the "City") to create a public improvement district within the extraterritorial jurisdiction of the City; and

WHEREAS, on February 8, 2023, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district within the City's extraterritorial jurisdiction; and

WHEREAS, on February 8, 2023, the City Council adopted Resolution No. 651-24 (the "Authorization Resolution"), authorizing, establishing, and creating the "Timberbrook Public Improvement District No. 2" (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of bonds for the District to finance up to \$100,000,000.00 of certain public improvements authorized by the PID Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City Council and the City staff have been presented a "Timberbrook Public Improvement District No. 2 Preliminary Service and Assessment Plan", including a proposed assessment roll attached thereto (the "Preliminary SAP"), relating to certain assessments proposed to be levied against property within the first construction phase of the District ("Improvement Area #1") that benefit from a portion of the Authorized Improvements (the "Improvement Area #1 Projects"). A copy of the Preliminary SAP is (i) attached hereto as **Exhibit A**, (ii) is incorporated herein for all purposes, (iii) identifies the area constituting Improvement Area

#1 of the District, (iv) identifies the costs of the Improvement Area #1 Projects, and (v) sets forth the proposed assessment roll for the District (the "Proposed Assessment Roll"); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Improvement Area #1 Projects to be financed by assessments levied against property within Improvement Area #1 of the District at this time and the Proposed Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Improvement Area #1 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary SAP; and

WHEREAS, the PID Act requires that the Proposed Assessment Roll be filed with the municipal secretary of the City (the "City Secretary"), and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments against the benefitted property within Improvement Area #1 of the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the district is located or in which improvements are to be undertaken before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Roll, in a form substantially similar to the attached **Exhibit A** and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the total costs of the Improvement Area #1 Projects to be financed by the District are as set forth in Exhibit B-1 of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Improvement Area #1 Projects, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in Improvement Area #1 of the District that benefits from the Improvement Area #1 Projects, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 7. The City Council hereby authorizes and calls a public hearing (the Assessment Hearing, as defined above) to be held on **March 28, 2024, at or after 5:00 p.m.** in the Justin City Hall, 415 N. College Avenue, Justin, Texas 76247, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within Improvement Area #1 of the District that benefits from the Improvement Area #1 Projects and which ordinance shall specify the method of payment of the assessments.

SECTION 8. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **March 28, 2024**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Denton Record-Chronicle*, or another newspaper of general circulation in the City and extraterritorial jurisdiction in which the district is located or in which improvements are to be undertaken, on or before **March 16, 2024**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **March 16, 2024**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **March 28, 2024**, as required by Section 372.016(c) of the PID Act.

SECTION 10. City staff is authorized and directed to take such other actions as are required (including, but not limited to, providing notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **March 28, 2024** meeting of the City Council.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

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ADOPTED, PASSED, AND APPROVED on this the 22nd day of February, 2024.

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PRELIMINARY SAP

Timberbrook Public Improvement District No. 2

PRELIMINARY SERVICE AND ASSESSMENT PLAN

FEBRUARY 22, 2024



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INTRODUCTION

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

On February 8, 2024, the City Council passed and approved Resolution No. 651-24 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon the date the resolution was adopted in accordance with the provisions as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 155.285 acres located within the corporate limits of the City, as described by the legal description on **Exhibit J-1** and depicted on **Exhibit A-1**.

The PID Act requires a Service Plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix B**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel as determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**.

SECTION I: DEFINITIONS

“Actual Costs” mean with respect to Authorized Improvements, the actual costs of constructing or acquiring such Authorized Improvements, paid by or on behalf of the Developer (either directly or through affiliates), including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, architectural, engineering, consulting fees, and governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

“Additional Interest” means the amount collected by the application of the Additional Interest Rate.

“Additional Interest Rate” means up to the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Roll and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection

Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) the principal amount of any Assessment; (2) the interest associated with any Assessment; (3) Annual Collection Costs; and (4) Additional Interest related to the PID Bonds.

“Annual Service Plan Update” means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Apportioned Property” means any Parcel within the District against which the costs of the Authorized Improvements are apportioned based on special conferred benefit and against which an Assessment is anticipated to be levied, but not yet levied.

“Apportionment of Costs” means an amount allocated by this Service and Assessment Plan to a Parcel within the District, other than Non-Benefited Property, for Actual Costs of Authorized Improvements, subject to a future levy of Assessments by the City, as shown on **Exhibit B-2**, and also subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against Assessed Property located within the District, other than Non-Benefited Property, to pay the costs of certain Authorized Improvements as specified herein, which Assessment is imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, and is subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll, as updated, modified or amended from time to time in

accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

“Authorized Improvements” means (1) the improvements authorized by Section 372.003 of the PID Act, as depicted on **Exhibit G-1** and **Exhibit G-2** and described in **Sections III.A** and **III.B** including soft costs; (2) District Formation Costs; and (3) Bond Issuance Costs.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

“City” means the City of Justin, Texas.

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

“County” means Denton County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Developer” means Bloomfield Homes, L.P., a Texas limited partnership and any successors or assignees thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“District” means Timberbrook Public Improvement District No. 2 containing approximately 155.285 acres located within the corporate limits of the City, and more specifically described in **Exhibit J-1** and depicted in **Exhibit A-1**.

“District Formation Costs” means the costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City directly associated with the establishment of the District.

“Engineer’s Report” means a report provided by a licensed professional engineer that identifies the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

“Estimated Buildout Value” means the estimated value of an Assessed Property or Apportioned Property, as applicable, with fully constructed buildings, as provided by the Developer and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

“Improvement Area #1” means approximately 46.162 acres located within the District, as more specifically described in **Exhibit J-2** and depicted on **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to the Improvement Area #1 Bonds, as shown on **Exhibit F-2**.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment expected to be levied against Improvement Area #1 Assessed Property to pay the Actual Costs of the Improvement Area #1 Authorized Improvements, which Improvement Area #1 Assessment is imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, and is subject to reallocation upon the subdivision of such Parcel or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit F-1**.

“Improvement Area #1 Authorized Improvements” means collectively, (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1; (2) the Improvement Area #1 Improvements; (3) the first year’s Annual Collection Costs related to the Improvement Area #1 Bonds; and (4) Bond Issuance Costs associated with the issuance of Improvement Area #1 Bonds.

“Improvement Area #1 Bonds” means those certain “City of Justin, Texas, Special Assessment Revenue Bonds, Series 2024 (Timberbrook Public Improvement District No. 2 Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit G-2**.

“Improvement Area #1 Initial Parcel” means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment is levied, as shown on the Improvement Area #1 Assessment Roll.

“Improvement Area #1 Projects” means, collectively (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1; and (2) the Improvement Area #1 Improvements.

“Indenture” means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth the terms and conditions related to a series of PID Bonds.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Developer, and confirmed by the City Council, as shown on **Exhibit E**.

“Lot Type 1” means a Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 1 is attached in **Appendix B**.

“Lot Type 2” means a Lot within Improvement Area #1 marketed to homebuilders as a 60’ Lot. The buyer disclosure for Lot Type 2 is attached in **Appendix B**.

“Major Improvements” means those Authorized Improvements that confer a special benefit to all of the Assessed Property and Apportioned Property within the District, as further described in

Section III.A and depicted on **Exhibit G-1**, and as allocated to Improvement Area #1 and apportioned to the Remainder Area, as shown in **Exhibit B-2**.

“Maximum Assessment” means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type, the amount shown on **Exhibit E**.

“Non-Assessed Property” means Parcels located outside the boundary of the District that accrue special benefit from the Authorized Improvements as determined by the City Council but are not assessed. Non-Assessed Property consists of a school site of approximately 14.018 acres. The Developer has agreed to pay for the portion of the Actual Costs of the Authorized Improvements that benefit the Non-Assessed Property in lieu of the City levying assessments against such property.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

“Notice of Assessment Termination” means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit H**.

“Parcel” or **“Parcels”** means a specific property within the District identified by either a tax parcel identification number assigned by the Denton Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Prepayment Costs” means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

“Private Improvements” means improvements required to be constructed by the Developer that are not Authorized Improvements. Costs of Private Improvements will not be paid nor reimbursed through Annual Installments.

“Remainder Area” means approximately 109.123 acres located within the District and entirely outside of Improvement Area #1, as more specifically described on **Exhibit J-3** and depicted on **Exhibit A-3**, to be developed as one or more future improvement areas.

“Remainder Area Apportioned Property” means any Parcel within the Remainder Area against which a portion of the Actual Costs of the Remainder Area Projects are apportioned based on special conferred benefit, and against which an Assessment is expected to be levied, but not yet levied.

“Remainder Area Apportionment of Costs” means an Apportionment of Costs against the Remainder Area Apportioned Property for the Remainder Area Projects, as shown on **Exhibit B-2**, subject to (1) reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act; and (2) a future levy of Assessments by the City.

“Remainder Area Projects” means the pro rata portion of the Major Improvements allocable to the Remainder Area.

“Service and Assessment Plan” means this Timberbrook Public Improvement District No. 2 Service and Assessment Plan as updated, amended, or supplemented from time to time.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“Trustee” means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 155.285 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit J-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 456 Lots developed with single-family homes.

Improvement Area #1 includes approximately 46.162 contiguous acres, the boundaries of which are more particularly described by legal description on **Exhibit J-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 155 Lots developed with single-family homes (119 single-family homes that are on Lots classified as Lot Type 1 and 36 single-family homes that are on Lots classified as Lot Type 2).

The Remainder Area includes approximately 109.123 contiguous acres, the boundaries of which are more particularly described by the legal description on **Exhibit J-3** and depicted on **Exhibit A-3**. Development of the Remainder Area is anticipated to include approximately 301 Lots developed with single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information in the Engineer's Report provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property, Apportioned Property, and Non-Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City. The budget and allocation for the Authorized Improvements is shown on **Exhibit B-1** and **Exhibit B-2**.

A. Major Improvements

▪ *Paving*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, handicapped ramps, and sidewalks. All related earthwork, clearing and grubbing, excavation, erosion control, intersections, signage, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The paving improvements will provide street access to each Lot within the District.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, valves, fire hydrants, testing, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide water service to all Lots within the District.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide wastewater service to all Lots within the District.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in the District.

- *Soft Costs*

Costs related to designing, constructing, and installing the Major Improvements including engineering and design, construction inspection fees, geotechnical testing and governmental submittal fees associated with the street, water, sanitary sewer, and storm drainage improvements as described above, and District Formation Costs.

B. Improvement Area #1

- *Paving*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, handicapped ramps, and sidewalks. All related earthwork, clearing and grubbing, excavation, erosion control, intersections, signage, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The paving improvements will provide street access to each Lot within Improvement Area #1.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, valves, fire hydrants, testing, related earthwork, excavation, erosion control,

and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots within Improvement Area #1.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including engineering and design, construction inspection fees, geotechnical testing and governmental submittal fees for the costs associated with the street, water, sanitary sewer, and storm drainage improvements as described above.

C. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds, including the fees of the underwriter's counsel.

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

D. Other Costs

- *Deposit to Administrative Fund*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the initial Service Plan for Improvement Area #1. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements and Private Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property and Apportioned Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost

between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the Assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Developer and their engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs related to the Authorized Improvements shall be allocated and/or apportioned as follows:

- The costs of the Major Improvements shall be allocated to the District and the Non-Assessed Property pro rata based upon acreage. Currently, the District is allocated 91.72% of the Major Improvements and the Non-Assessed Property is allocated 8.28%. See **Exhibit B-1** for the allocation of the Major Improvements between the District and the Non-Assessed Property.
- The costs of the Major Improvements allocated to the District, shall be allocated to Improvement Area #1 Assessed Property and apportioned to the Remainder Area Apportioned Property based upon Estimated Buildout Value of each Assessed Property and Apportioned Property to the Estimated Buildout Value of the District. Currently, Improvement Area #1 is allocated 32.45% of the Major Improvements costs. The remaining 67.55% of the Major Improvements costs are apportioned to the Remainder Area. See **Exhibit B-2** for the allocation and apportionment of the Major Improvements to Improvement Area #1 and the Remainder Area.
- The costs of the Improvement Area #1 Authorized Improvements shall be allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. Currently, the Improvement Area #1 Initial Parcel is the only Parcel within Improvement Area #1, and as

such, the Improvement Area #1 Initial Parcel is allocated 100% of the Improvement Area #1 Authorized Improvements.

B. Assessments

The Improvement Area #1 Assessment will be levied on the Improvement Area #1 Initial Parcel according to the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2** and are subject to revisions made in any Annual Service Plan Update. Upon division or subdivision of the Improvement Area #1 Initial Parcel, the Improvement Area #1 Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type within the District is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1, or Lot Type 2, respectively, exceed the corresponding Maximum Assessment for each Lot Type classification.

C. Findings of Special Benefit

Acting in its legislative capacity and based on information provided by the Developer and their engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has found and determined the following:

- *Improvement Area #1*
 - The Actual Costs of the Improvement Area #1 Authorized Improvements equal \$8,978,782 as shown on **Exhibit B-1**;
 - The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #1 Authorized Improvements;
 - The Improvement Area #1 Initial Parcel will be allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Authorized Improvements, which equals \$5,501,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**;
 - The special benefit ($\geq \$8,978,782$) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Authorized Improvements is equal to or greater than the amount of the Improvement Area #1 Assessment (\$5,501,000) to be levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Authorized Improvements; and

- It is anticipated, at the time the City Council approves this Service and Assessment Plan, the Developer will own 100% of the Improvement Area #1 Initial Parcel. The Developer will acknowledge that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Initial Parcel and will consent to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Developer will ratify, confirm, accept, agree to, and approve: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.
- *Remainder Area*
 - The costs of the Remainder Area Projects apportioned to the Remainder Area equal to \$4,810,141 as shown on **Exhibit B-2**; and
 - The Remainder Area receives special benefit from the Remainder Area Projects equal to or greater than the Actual Cost of the Remainder Area Projects apportioned to the Remainder Area Apportioned Property; and
 - The Remainder Area Apportioned Property will be apportioned 67.55% of the Major Improvements as shown on **Exhibit B-2**, which equals \$4,810,141 as shown on **Exhibit B-1**, of which all or a portion is anticipated to be levied at a later date; and
 - It is anticipated, at the time the City Council approves this Service and Assessment Plan, the Developer will own 100% of the Remainder Area. The Developer will acknowledge that the Remainder Area Projects confer a special benefit on the Remainder Area and will consent to the apportionment of the Remainder Area Apportionment of Costs in anticipation of a future levy of Assessments by the City Council to pay for all or a portion of the Remainder Area Apportionment of Costs associated therewith. The Developer will ratify, confirm, accept, agree to, and approve: (1) the determinations and findings by the City Council as to the special benefits described herein; (2) this Service and Assessment Plan; and (3) the Remainder Area Apportionment of Costs.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment, beginning in 2025, related to a series of PID Bonds and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this Section VI shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property, as provided by the Developer. The Estimated Buildout Value for Lot Type 1, and Lot Type 2 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)] / E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property

E = the number of newly subdivided Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The

Estimated Buildout Value for Lot Type 1 and Lot Type 2 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.**

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefited Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable “Notice of Assessment Termination,” a form of which is attached hereto as **Exhibit H.**

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced,

plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

D. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement the Actual Costs of any Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that a related series of PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds that are not expected to be used for the purposes of the project fund as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment

and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Improvement Area #1 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property not including any Non-Benefited Property, as shown by the Denton Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute “PID Bonds.”

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area #1 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment on the property tax bill shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted by the PID Act, or other applicable law.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a “**Taking**”), the portion of the Assessed Property that was taken or transferred (the “**Taken Property**”) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the “**Retained Property**”), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Retained Property after any required Prepayment as set forth below. The owner of the Retained Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Retained Property, subject to an adjustment in the Assessment applicable to the Retained Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Retained Property exceeds the applicable Maximum Assessment, the owner of the Retained Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Retained Property does not exceed such Maximum Assessment, in which case the

Assessment applicable to the Retained Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the Assessment on the remaining property.

In all instances the Assessment remaining on the Retained Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Retained Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Retained Property). If the Administrator determines that the \$100 Assessment reallocated to the Retained Property would exceed the Maximum Assessment, as applicable, on the Retained Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Retained Property and the Assessment on the Retained Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Retained Property notifies the City and the Administrator that the Taking prevents the Retained Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Retained Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Retained Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of the year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days of such receipt of a written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall

be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure; Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the district. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Area #1
Exhibit A-3	Map of Remainder Area
Exhibit A-4	Improvement Area #1 Lot Type Classification Map
Exhibit B-1	Project Costs
Exhibit B-2	Apportionment of Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Maps of Major Improvements
Exhibit G-2	Maps of Improvement Area #1 Improvements
Exhibit H	Notice of Termination of Assessment
Exhibit I	Debt Service Schedule for Improvement Area #1 Bonds
Exhibit J-1	District Legal Description
Exhibit J-2	Improvement Area #1 Legal Description
Exhibit J-3	Remainder Area Legal Description

APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A	Engineer's Report
Appendix B	Buyer Disclosure

EXHIBIT A-1 – MAP OF THE DISTRICT

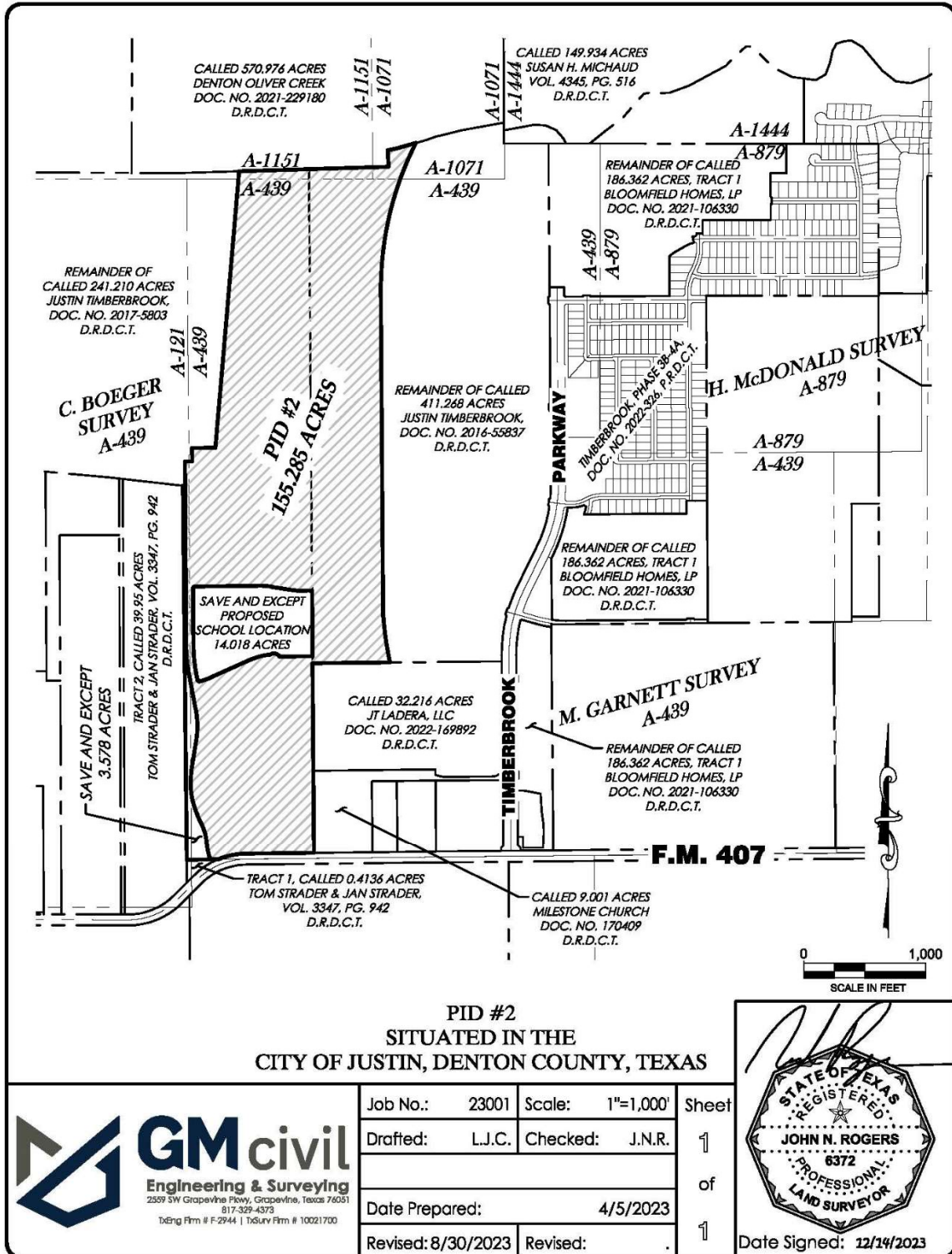


EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1

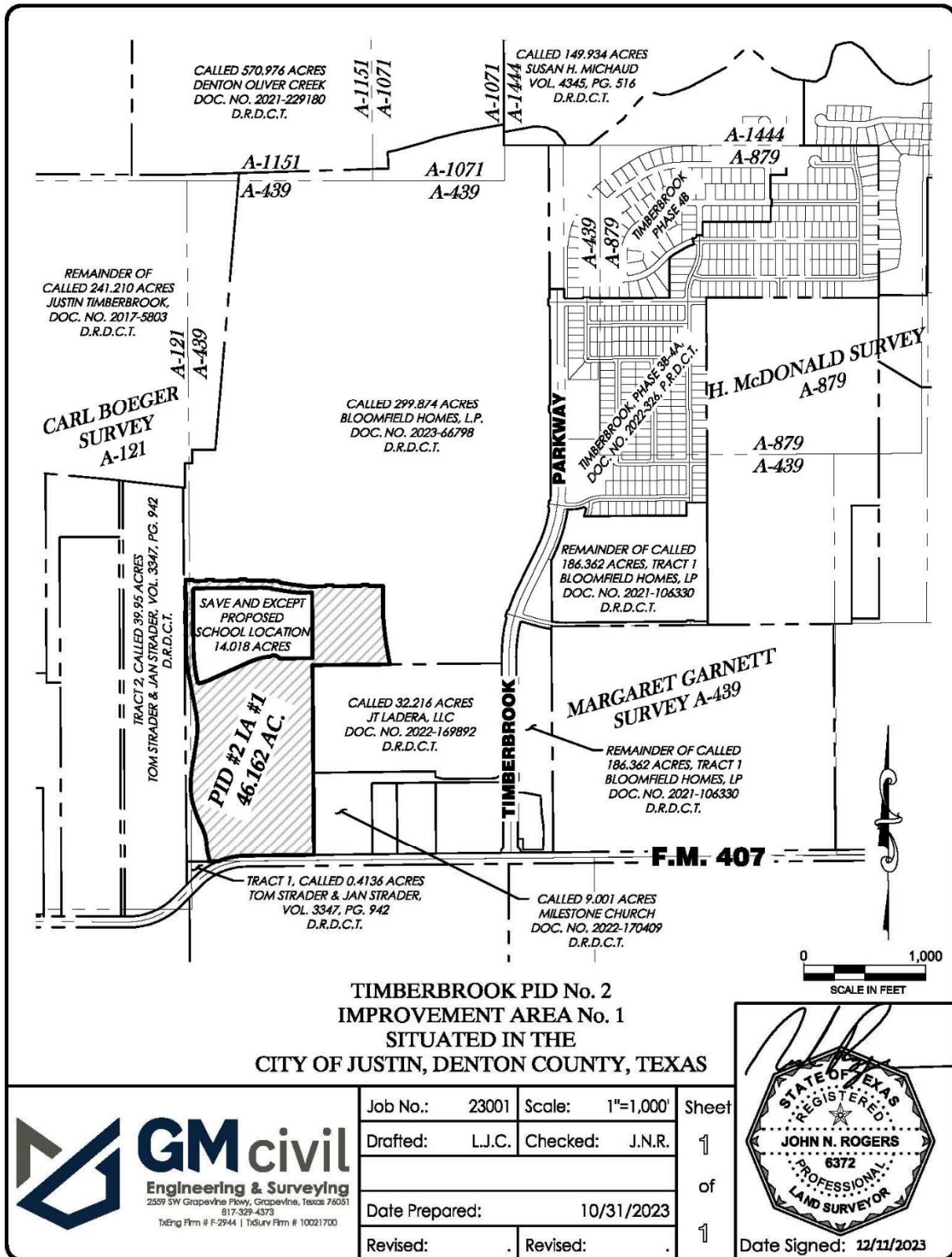


EXHIBIT A-3 – MAP OF REMAINDER AREA

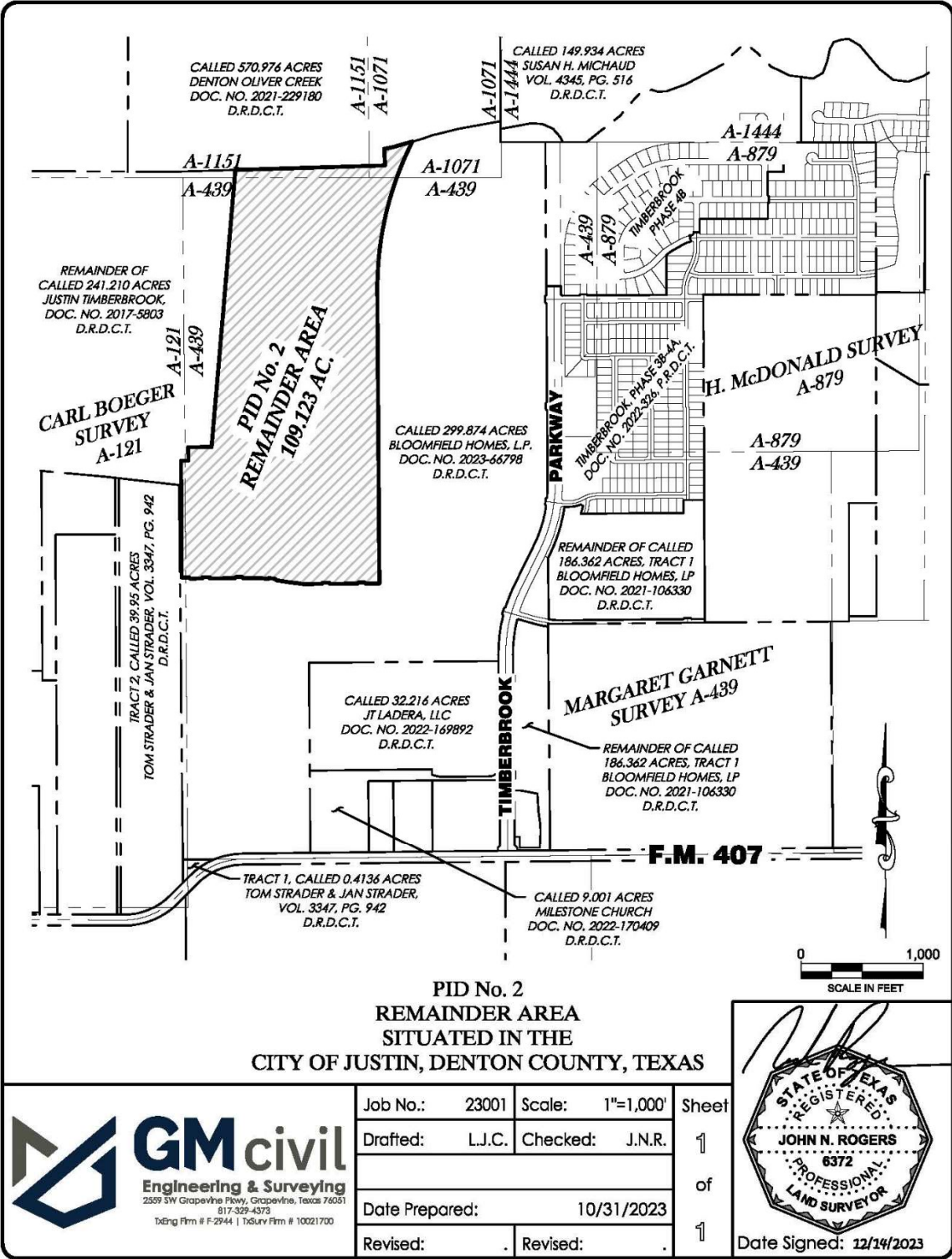


EXHIBIT A-4 – IMPROVEMENT AREA #1 LOT TYPE CLASSIFICATION MAP



EXHIBIT B-1 – PROJECT COSTS

	Total ^[a]	Non-Assessed Property ^[b]	Private	District Eligible Costs	Improvement Area #1		Remainder Area	
					%	Cost	%	Cost
<i>Major Improvements^{[d],[e]}</i>								
Paving	\$ 2,049,531	\$ 169,698	\$ -	\$ 1,879,833	32.45%	\$ 610,062	67.55%	\$ 1,269,771
Water	804,560	66,616	-	737,944	32.45%	239,485	67.55%	498,459
Sanitary Sewer	939,435	77,784	-	861,651	32.45%	279,632	67.55%	582,020
Storm Drainage	1,960,525	162,328	-	1,798,197	32.45%	583,568	67.55%	1,214,628
Soft Costs ^[c]	2,009,971	166,422	-	1,843,549	32.45%	598,287	67.55%	1,245,262
	<u>\$ 7,764,022</u>	<u>\$ 642,848</u>	<u>\$ -</u>	<u>\$ 7,121,174</u>		<u>\$ 2,311,033</u>		<u>\$ 4,810,141</u>
<i>Improvement Area #1 Improvements</i>								
Paving	\$ 1,757,148	\$ -	\$ -	\$ 1,757,148	100%	\$ 1,757,148	0.00%	\$ -
Water	704,541	-	-	704,541	100%	704,541	0.00%	-
Sanitary Sewer	492,430	-	-	492,430	100%	492,430	0.00%	-
Storm Drainage	1,188,748	-	-	1,188,748	100%	1,188,748	0.00%	-
Soft Costs ^[c]	1,416,456	-	-	1,416,456	100%	1,416,456	0.00%	-
	<u>\$ 5,559,322</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,559,322</u>		<u>\$ 5,559,322</u>		<u>\$ -</u>
<i>Private Improvements^[f]</i>								
Private Improvements	\$ 739,848	\$ -	\$ 739,848	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ 739,848</u>	<u>\$ -</u>	<u>\$ 739,848</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Bond Issuance Costs^[g]</i>								
Debt Service Reserve Fund	\$ 418,813	\$ -	\$ -	\$ 418,813	\$ 418,813	\$ -	\$ -	\$ -
Capitalized Interest	127,020	-	-	127,020	127,020	-	-	-
Underwriter's Discount	165,030	-	-	165,030	165,030	-	-	-
Cost of Issuance	357,565	-	-	357,565	357,565	-	-	-
	<u>\$ 1,068,427</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,068,427</u>	<u>\$ 1,068,427</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Other Costs</i>								
Deposit to Administrative Fund	40,000	-	-	40,000	40,000	-	-	-
	<u>\$ 40,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 40,000</u>	<u>\$ 40,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total	\$ 15,171,618	\$ 642,848	\$ 739,848	\$ 13,788,923	\$ 8,978,782	\$ 4,810,141		

Footnotes:

[a] As provided in the Engineer's Report dated 12/20/2023 and subject to change. Authorized Improvement costs are estimates and will be updated with each Annual Service Plan Update, or Amended and Restated Service and Assessment Plan as appropriate.

[b] The Developer has agreed to pay for the allocable share of the Actual Costs of these Authorized Improvements that benefit the Non-Assessed Property and is shown as Developer Contribution - Non-Assessed Property on **Exhibit D**.

[c] Soft Costs includes engineering, surveying, testing, platting, inspection, construction management, and District Formation Costs.

[d] The Major Improvements are allocated and/or apportioned to Improvement Area #1 and the Remainder Area pro rata based on Estimated Buildout Value after removing Non-Assessed Property allocation, as described herein.

[e] The Non-Assessed Property is allocated a portion of the Major Improvements pro rata based on acreage to the Non-Assessed Property and the District total acreage (the Non-Assessed Property is 14.018 acres, the District is 155.285 acres, therefore the Non-Assessed Property is allocated 8.28% of the Major Improvements costs, and the District is allocated the remainder of the Major Improvements costs, as described herein).

[f] Costs required to complete lots in Improvement Area #1 and reach final lot completion; non-reimbursable to the Developer from Assessments or PID Bonds.

[g] Bond Issuance Costs are preliminary estimates only and are subject to change upon pricing.

EXHIBIT B-2 – APPORTIONMENT OF MAJOR IMPROVEMENT COSTS

Improvement Area	Units	Estimated Buildout Value	Major Improvements ^[a]		Total Apportionment for Future Funding ^[b]
			%	Costs	
Improvement Area #1	155	\$ 81,100,000	32.45%	\$ 2,311,033	
Remainder Area	301	\$ 168,800,000	67.55%	\$ 4,810,141	\$ 4,810,141
Total	456	\$ 249,900,000	100.00%	\$ 7,121,174	\$ 4,810,141

Footnotes:

[a] The costs of the Major Improvements allocated to the District, as shown in **Exhibit B-1**, are allocated and/or apportioned to Improvement Area #1 and the Remainder Area pro rata based on Estimated Buildout Value, as defined herein.

[b] Reimbursable in part or in full from future Assessments expected to be levied on the Remainder Area.

EXHIBIT C – SERVICE PLAN

Improvement Area #1							
Annual Installments Due		1/31/2024 ^{[a],[b]}	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ -	\$ 75,000.00	\$ 79,000.00	\$ 84,000.00	\$ 88,000.00	\$ 93,000.00
Interest		127,019.62	343,812.50	339,125.00	334,187.50	328,937.50	323,437.50
Capitalized Interest ^[a]		(127,019.62)	-	-	-	-	-
	(1)	\$ -	\$ 418,812.50	\$ 418,125.00	\$ 418,187.50	\$ 416,937.50	\$ 416,437.50
Annual Collection Costs	(2)	\$ 40,000.00	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Additional Interest	(3)	\$ -	\$ 27,505.00	\$ 27,130.00	\$ 26,735.00	\$ 26,315.00	\$ 25,875.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 486,317.50	\$ 486,055.00	\$ 486,538.50	\$ 485,700.82	\$ 485,609.79

Footnotes:

[a] Capitalized Interest for months from Bond Issuance to 9/01/2024

[b] Annual Collection Costs to be prefunded from bond proceeds.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Private	Improvement Area #1	Remainder Area	Total
Sources of Funds				
Improvement Area #1 Bonds	\$ -	\$ 5,501,000	\$ -	\$ 5,501,000
Developer Contribution - Improvement Area #1 ^[a]	-	3,477,782	-	3,477,782
Developer Contribution - Major Improvements ^[b]	-	-	4,810,141	4,810,141
Developer Contribution - Non-Assessed Property ^{[a],[c]}	642,848	-	-	642,848
Developer Contribution - Private Improvements ^[a]	739,848	-	-	739,848
Total Sources	\$ 1,382,695	\$ 8,978,782	\$ 4,810,141	\$ 15,171,618
Uses of Funds				
Major Improvements	\$ 642,848	\$ 2,311,033	\$ 4,810,141	\$ 7,764,022
Improvement Area #1 Improvements	-	5,559,322	-	5,559,322
Private Improvements ^[a]	739,848	-	-	739,848
	<u>\$ 1,382,695</u>	<u>\$ 7,870,355</u>	<u>\$ 4,810,141</u>	<u>\$ 14,063,191</u>
<i>Bond Issuance Costs^[d]</i>				
Debt Service Reserve Fund	\$ -	\$ 418,813	\$ -	\$ 418,813
Capitalized Interest	-	127,020	-	127,020
Underwriter's Discount	-	165,030	-	165,030
Cost of Issuance	-	357,565	-	357,565
	<u>\$ -</u>	<u>\$ 1,068,427</u>	<u>\$ -</u>	<u>\$ 1,068,427</u>
<i>Other Costs</i>				
Deposit to Administrative Fund	\$ -	\$ 40,000	\$ -	\$ 40,000
	<u>\$ -</u>	<u>\$ 40,000</u>	<u>\$ -</u>	<u>\$ 40,000</u>
Total Uses	\$ 1,382,695	\$ 8,978,782	\$ 4,810,141	\$ 15,171,618

Footnotes:

[a] Non-reimbursable to the Developer from Assessments or PID Bonds.

[b] To be apportioned to the Remainder Area based on conferred benefit and is anticipated to be reimbursed, in whole or in part, from Assessments anticipated to be but not yet levied.

[c] The Developer has agreed to pay for the allocable share of the Actual Costs of these Authorized Improvement that benefit the Non-Assessed Property. These costs are non-reimbursable to the Developer from Assessments or PID Bonds.

[d] Bond Issuance Costs are preliminary estimates only and are subject to change upon pricing.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ^[a]	Estimated Buildout Value ^[a]		Assessment		Average Annual Installment		District TRE ^[b]
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1	119	\$ 500,000	\$ 59,500,000	\$ 33,914.92	\$ 4,035,875	\$ 2,996.99	\$ 356,642	\$ 0.5994
Lot Type 2	36	\$ 600,000	\$ 21,600,000	\$ 40,697.90	\$ 1,465,125	\$ 3,596.39	\$ 129,470	\$ 0.5994
Improvement Area #1 Subtotal	155	\$ 81,100,000		\$ 5,501,000		\$ 486,112		

Footnotes:

[a] Per information provided by the Developer.

[b] Tax Rate Equivalent of PID Assessment.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025 ^[b]
1025473	Improvement Area #1 Initial Parcel	\$ 4,345,539.26	\$ 384,168.66
68277	Improvement Area #1 Initial Parcel	\$ 1,155,460.74	\$ 102,148.84
Total		\$ 5,501,000.00	\$ 486,317.50

Footnotes:

[a] The entire Improvement Area #1 Initial Parcel is contained within Property IDs 1025473 and 68277. For billing purposes, the Improvement Area #1 Annual Installment due 1/31/2025 shall be allocated pro rata based on acreage.

[b] Annual Installment covers the period September 1, 2024 to August 31, 2025 and is due by January 31, 2025.

EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

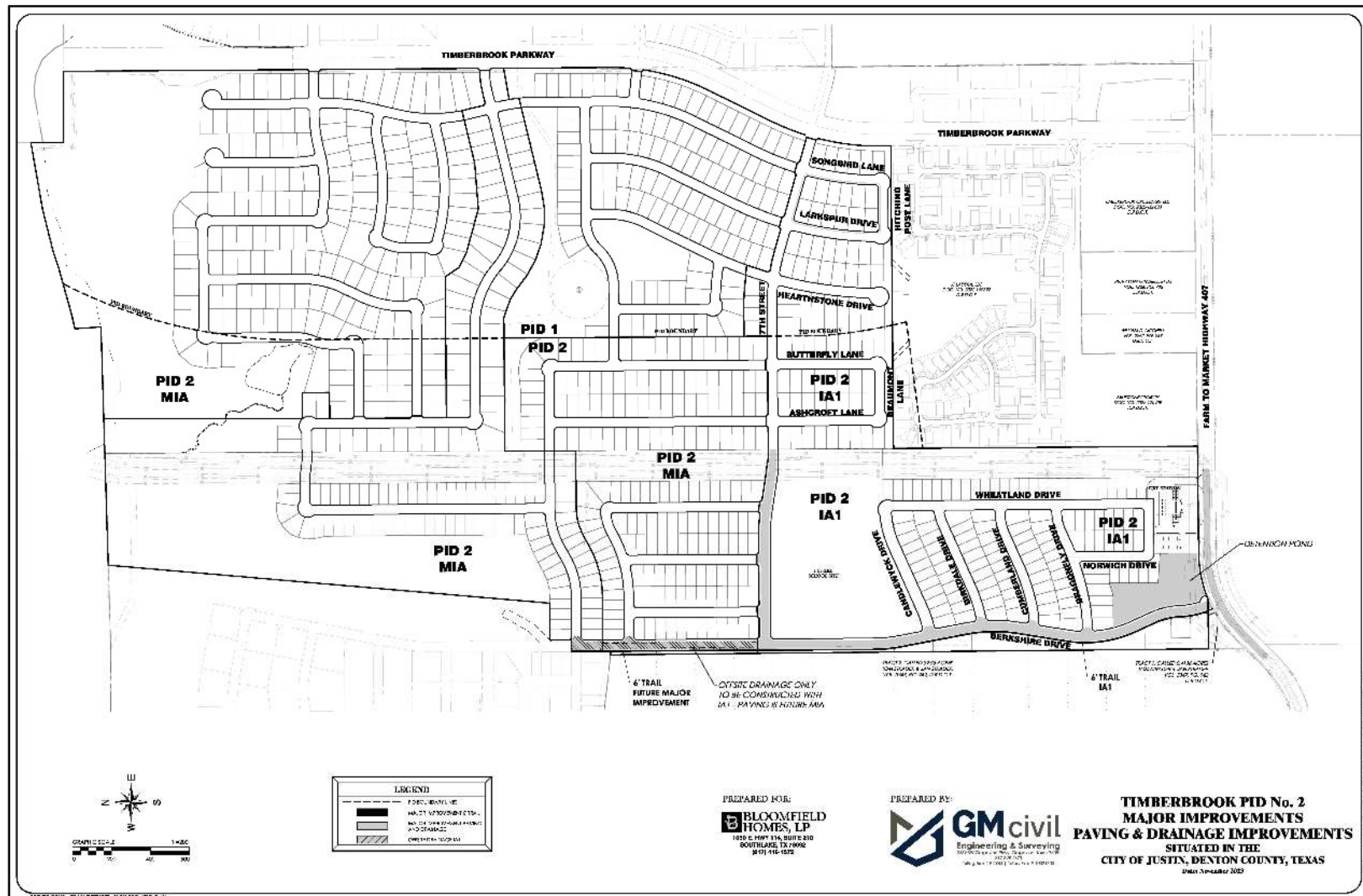
Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Capitalized Interest	Annual Collection Costs	Annual Installment ^[b]
2024	\$ -	\$ 127,019.62	\$ -	\$ (127,019.62)	\$ -	\$ -
2025	\$ 75,000.00	\$ 343,812.50	\$ 27,505.00	\$ -	\$ 40,000.00	\$ 486,317.50
2026	\$ 79,000.00	\$ 339,125.00	\$ 27,130.00	\$ -	\$ 40,800.00	\$ 486,055.00
2027	\$ 84,000.00	\$ 334,187.50	\$ 26,735.00	\$ -	\$ 41,616.00	\$ 486,538.50
2028	\$ 88,000.00	\$ 328,937.50	\$ 26,315.00	\$ -	\$ 42,448.32	\$ 485,700.82
2029	\$ 93,000.00	\$ 323,437.50	\$ 25,875.00	\$ -	\$ 43,297.29	\$ 485,609.79
2030	\$ 99,000.00	\$ 317,625.00	\$ 25,410.00	\$ -	\$ 44,163.24	\$ 486,198.24
2031	\$ 105,000.00	\$ 311,437.50	\$ 24,915.00	\$ -	\$ 45,046.50	\$ 486,399.00
2032	\$ 111,000.00	\$ 304,875.00	\$ 24,390.00	\$ -	\$ 45,947.43	\$ 486,212.43
2033	\$ 117,000.00	\$ 297,937.50	\$ 23,835.00	\$ -	\$ 46,866.38	\$ 485,638.88
2034	\$ 124,000.00	\$ 290,625.00	\$ 23,250.00	\$ -	\$ 47,803.71	\$ 485,678.71
2035	\$ 132,000.00	\$ 282,875.00	\$ 22,630.00	\$ -	\$ 48,759.78	\$ 486,264.78
2036	\$ 140,000.00	\$ 274,625.00	\$ 21,970.00	\$ -	\$ 49,734.98	\$ 486,329.98
2037	\$ 148,000.00	\$ 265,875.00	\$ 21,270.00	\$ -	\$ 50,729.68	\$ 485,874.68
2038	\$ 157,000.00	\$ 256,625.00	\$ 20,530.00	\$ -	\$ 51,744.27	\$ 485,899.27
2039	\$ 167,000.00	\$ 246,812.50	\$ 19,745.00	\$ -	\$ 52,779.16	\$ 486,336.66
2040	\$ 177,000.00	\$ 236,375.00	\$ 18,910.00	\$ -	\$ 53,834.74	\$ 486,119.74
2041	\$ 188,000.00	\$ 225,312.50	\$ 18,025.00	\$ -	\$ 54,911.43	\$ 486,248.93
2042	\$ 199,000.00	\$ 213,562.50	\$ 17,085.00	\$ -	\$ 56,009.66	\$ 485,657.16
2043	\$ 212,000.00	\$ 201,125.00	\$ 16,090.00	\$ -	\$ 57,129.85	\$ 486,344.85
2044	\$ 225,000.00	\$ 187,875.00	\$ 15,030.00	\$ -	\$ 58,272.45	\$ 486,177.45
2045	\$ 239,000.00	\$ 173,812.50	\$ 13,905.00	\$ -	\$ 59,437.90	\$ 486,155.40
2046	\$ 254,000.00	\$ 158,875.00	\$ 12,710.00	\$ -	\$ 60,626.66	\$ 486,211.66
2047	\$ 270,000.00	\$ 143,000.00	\$ 11,440.00	\$ -	\$ 61,839.19	\$ 486,279.19
2048	\$ 287,000.00	\$ 126,125.00	\$ 10,090.00	\$ -	\$ 63,075.97	\$ 486,290.97
2049	\$ 305,000.00	\$ 108,187.50	\$ 8,655.00	\$ -	\$ 64,337.49	\$ 486,179.99
2050	\$ 324,000.00	\$ 89,125.00	\$ 7,130.00	\$ -	\$ 65,624.24	\$ 485,879.24
2051	\$ 345,000.00	\$ 68,875.00	\$ 5,510.00	\$ -	\$ 66,936.72	\$ 486,321.72
2052	\$ 367,000.00	\$ 47,312.50	\$ 3,785.00	\$ -	\$ 68,275.45	\$ 486,372.95
2053	\$ 390,000.00	\$ 24,375.00	\$ 1,950.00	\$ -	\$ 69,640.96	\$ 485,965.96
Total	\$ 5,501,000.00	\$ 6,649,769.62	\$ 521,820.00	\$ (127,019.62)	\$ 1,551,689.45	\$ 14,097,259.45

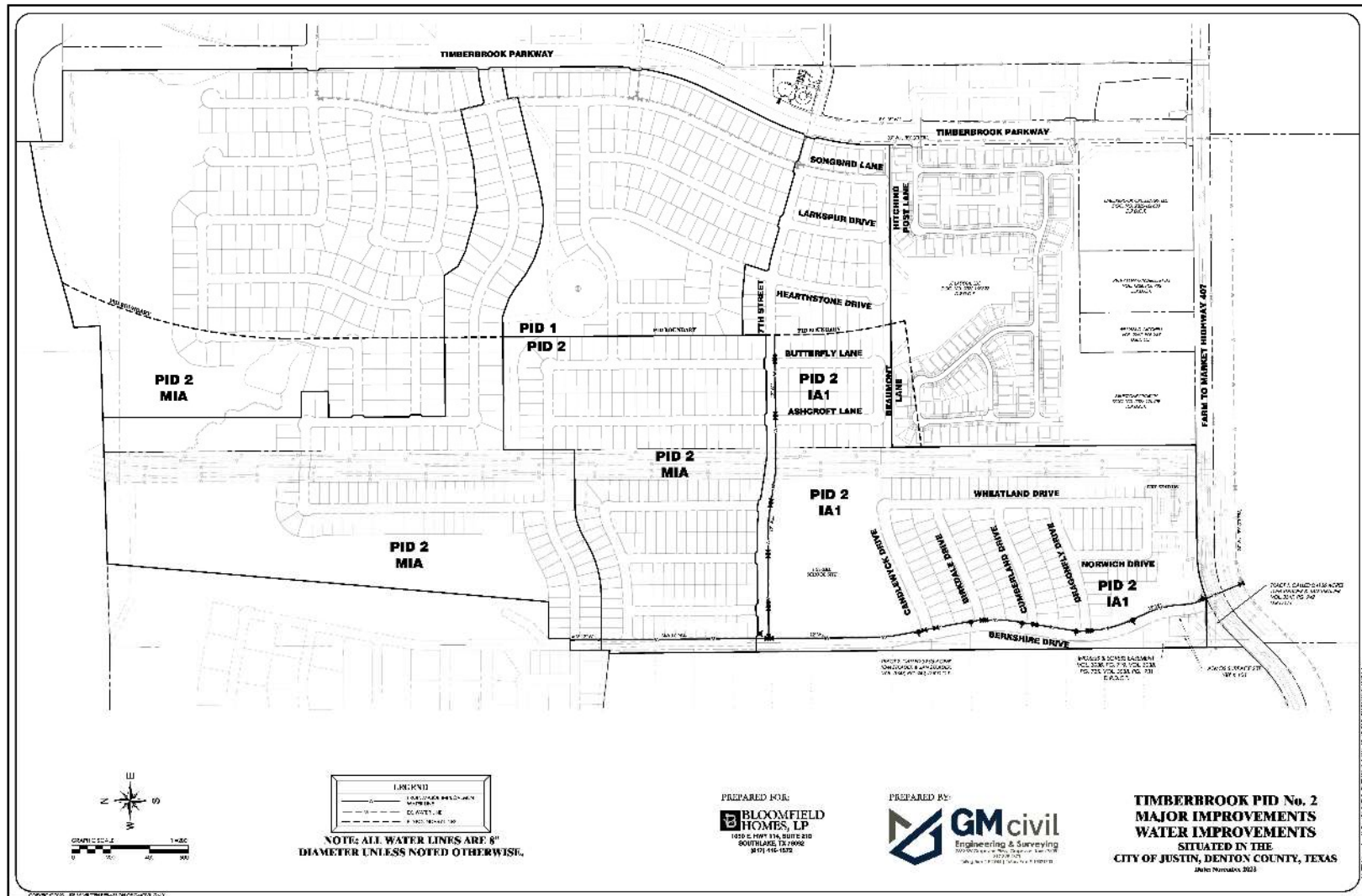
Footnotes:

[a] Interest is calculated at a 6.25% rate per the Financial Advisor's model dated 2/12/2024, and subject to change.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 – MAPS OF MAJOR IMPROVEMENTS





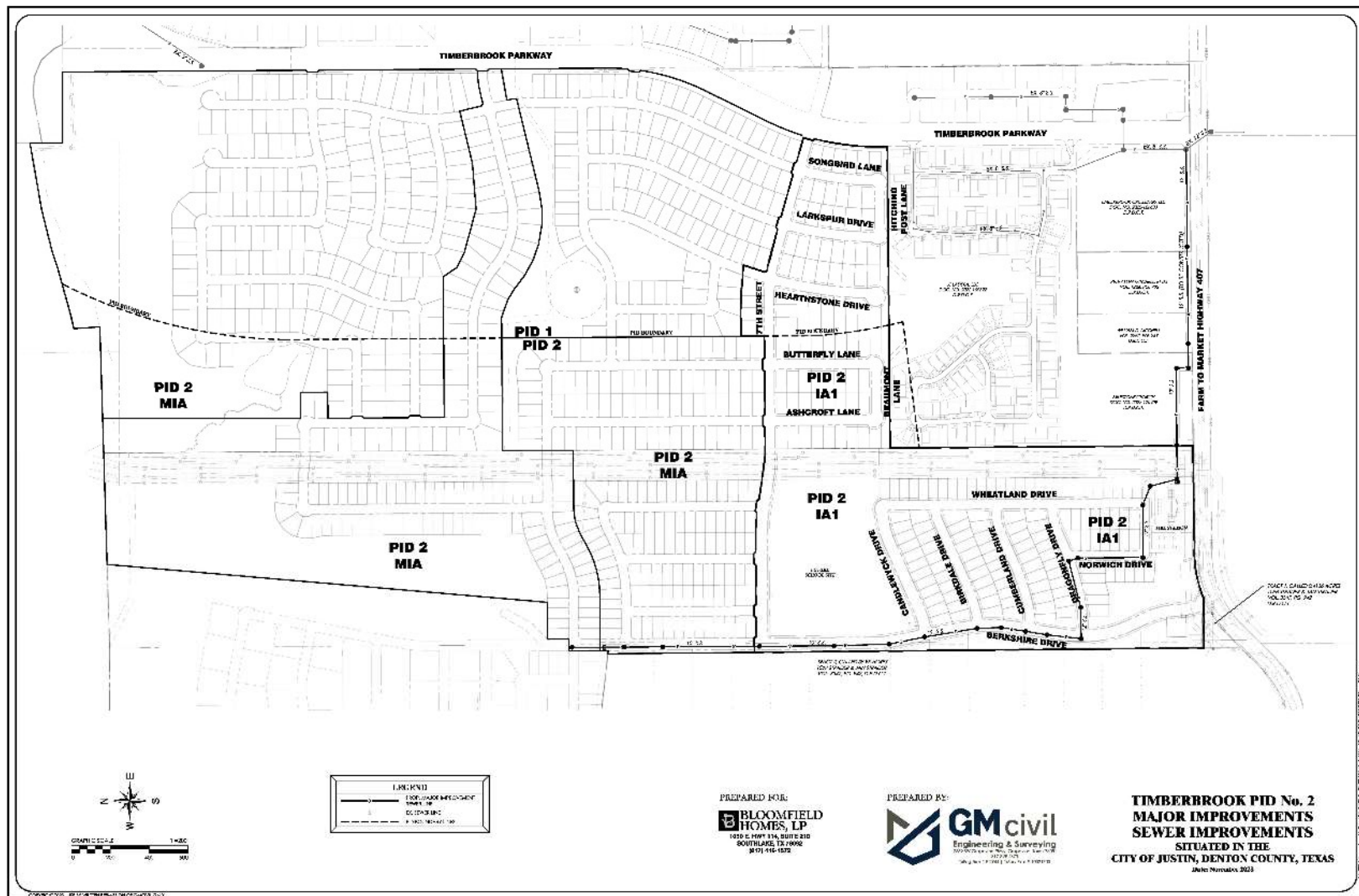
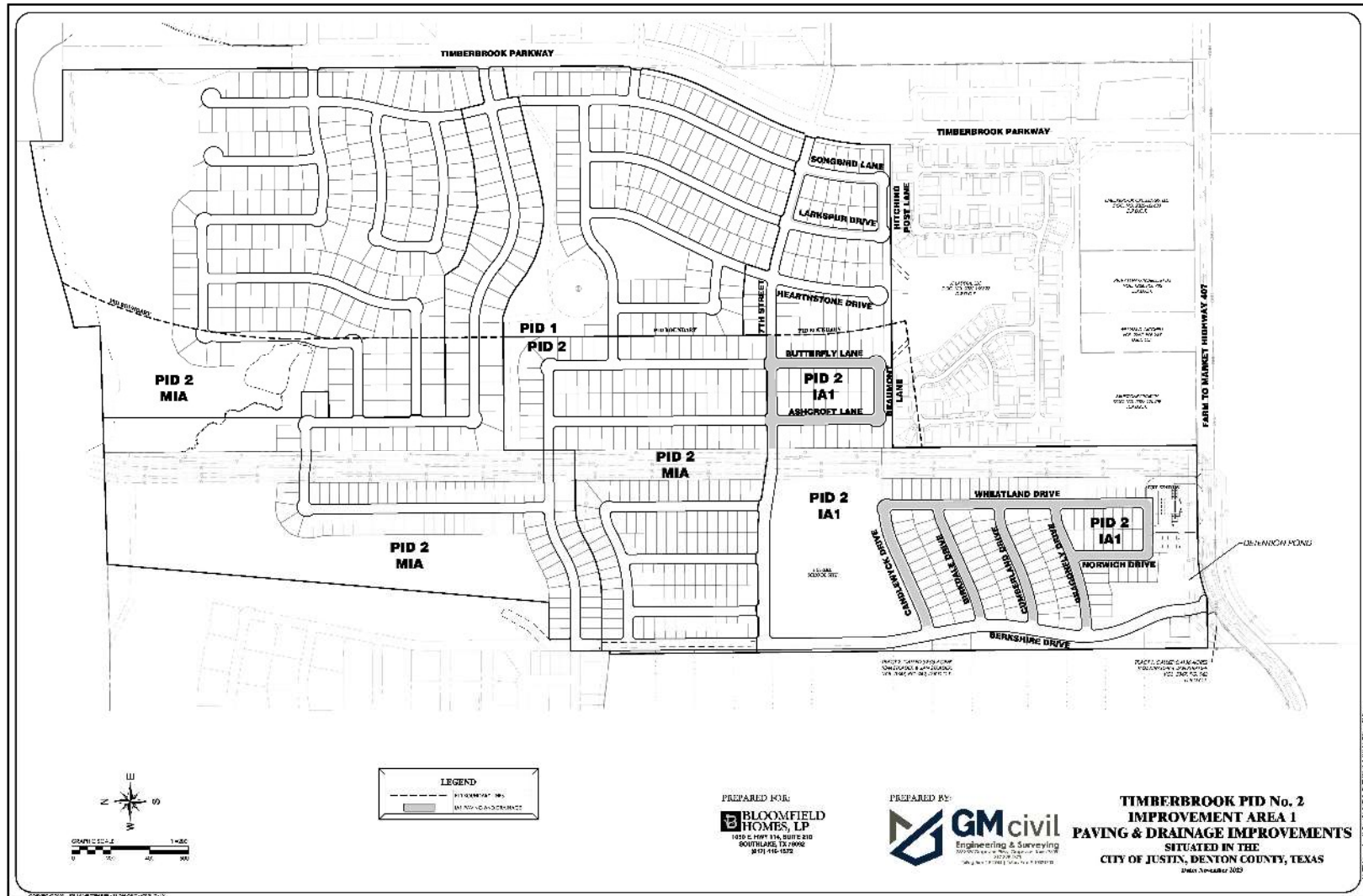
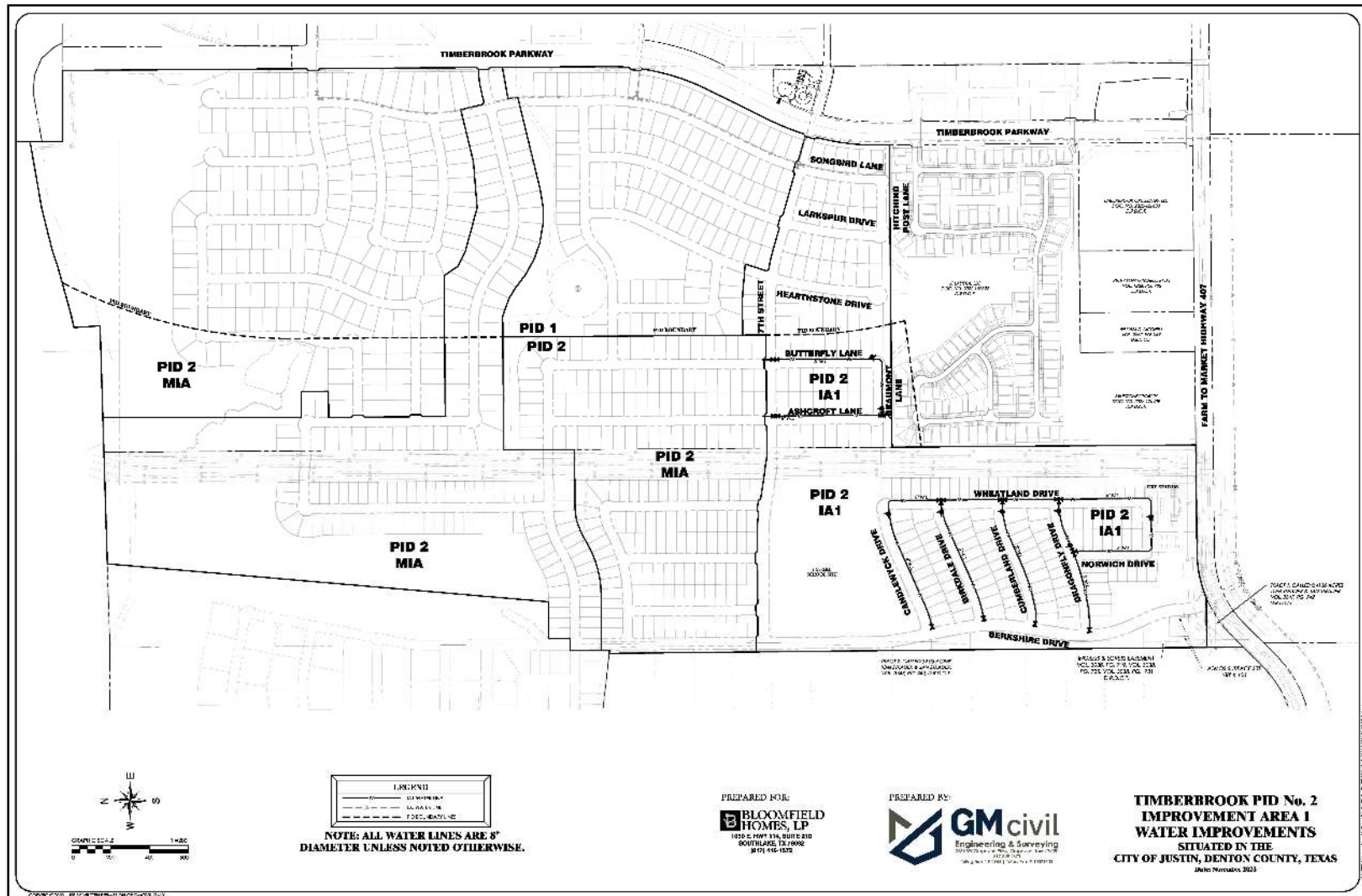


EXHIBIT G-2 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS





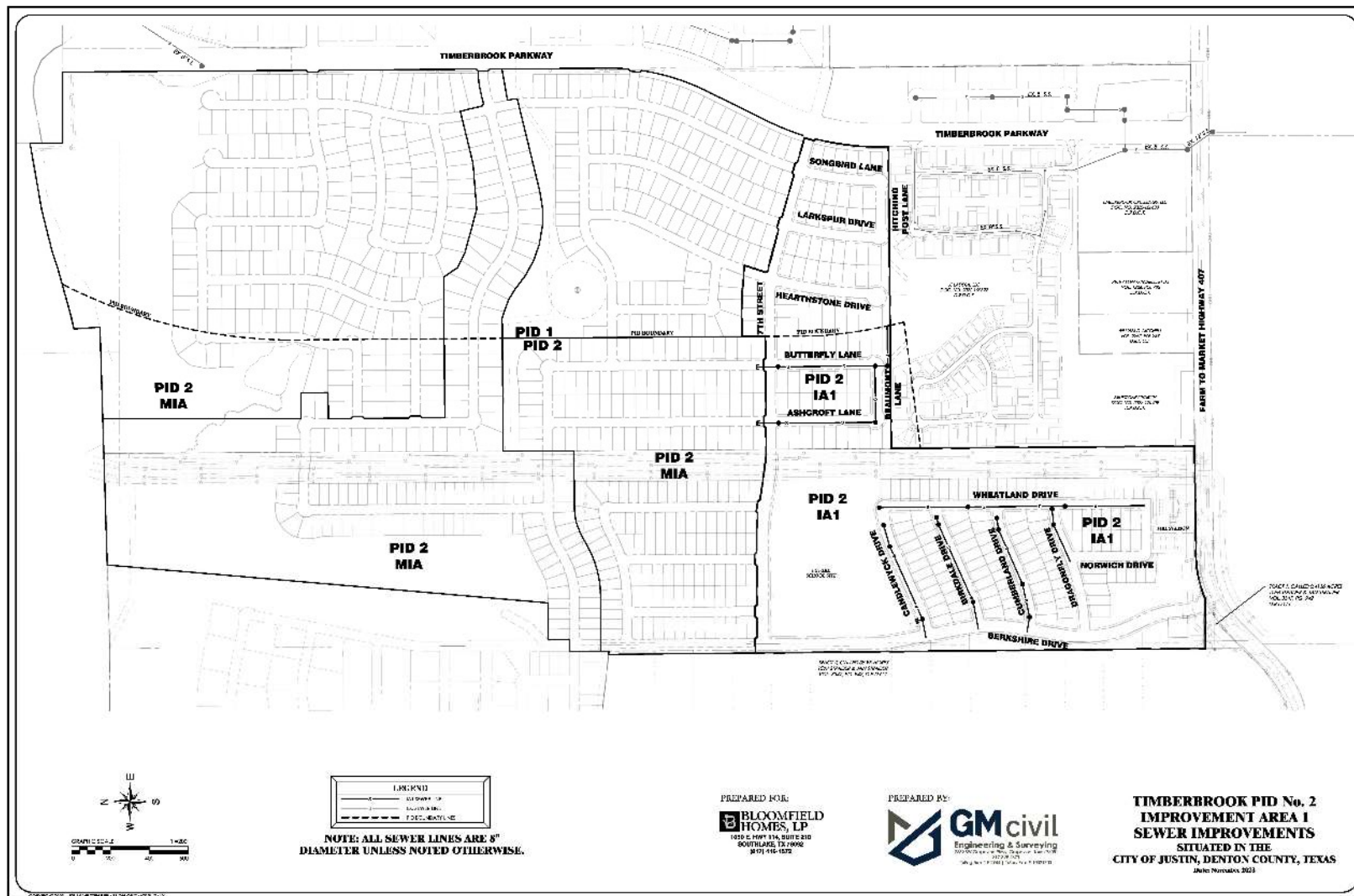


EXHIBIT H – NOTICE OF TERMINATION OF ASSESSMENT



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Denton County Clerk's Office
Honorable [County Clerk Name]
Denton County Courts Building
1450 East McKinney St, Denton, TX 76209

Re: City of Justin Lien Release Documents for Filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Justin is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Justin
Attn: [City Secretary]
415 N. College Avenue
PO Box 129
Justin, TX 76247

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com
www.P3-Works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
415 N. College Avenue
PO Box 129
Justin, TX 76247

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF DENTON §

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Justin, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Justin, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits of the City; and

WHEREAS, on February 8, 2024, the City Council for the City, approved Resolution No. 651-24, creating the Timberbrook Public Improvement District No. 2 (the "District"); and

WHEREAS, the District consists of approximately 155.285 contiguous acres within the corporate limits of the City; and

WHEREAS, on or about March 28, 2024, the City Council approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Denton County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Denton County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

NOW THEREFORE, the City, the Developer and holder of the Lien, Instrument No. _____, in the Real Property Records of Denton County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF JUSTIN, TEXAS,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Justin, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT I – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

Preliminary

Timberbrook PID 2 IA 1

City of Justin, Texas

Special Assessment Revenue Bonds, Series 2024

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2024	-	-	127,019.62	127,019.62
09/01/2025	75,000.00	6.250%	343,812.50	418,812.50
09/01/2026	79,000.00	6.250%	339,125.00	418,125.00
09/01/2027	84,000.00	6.250%	334,187.50	418,187.50
09/01/2028	88,000.00	6.250%	328,937.50	416,937.50
09/01/2029	93,000.00	6.250%	323,437.50	416,437.50
09/01/2030	99,000.00	6.250%	317,625.00	416,625.00
09/01/2031	105,000.00	6.250%	311,437.50	416,437.50
09/01/2032	111,000.00	6.250%	304,875.00	415,875.00
09/01/2033	117,000.00	6.250%	297,937.50	414,937.50
09/01/2034	124,000.00	6.250%	290,625.00	414,625.00
09/01/2035	132,000.00	6.250%	282,875.00	414,875.00
09/01/2036	140,000.00	6.250%	274,625.00	414,625.00
09/01/2037	148,000.00	6.250%	265,875.00	413,875.00
09/01/2038	157,000.00	6.250%	256,625.00	413,625.00
09/01/2039	167,000.00	6.250%	246,812.50	413,812.50
09/01/2040	177,000.00	6.250%	236,375.00	413,375.00
09/01/2041	188,000.00	6.250%	225,312.50	413,312.50
09/01/2042	199,000.00	6.250%	213,562.50	412,562.50
09/01/2043	212,000.00	6.250%	201,125.00	413,125.00
09/01/2044	225,000.00	6.250%	187,875.00	412,875.00
09/01/2045	239,000.00	6.250%	173,812.50	412,812.50
09/01/2046	254,000.00	6.250%	158,875.00	412,875.00
09/01/2047	270,000.00	6.250%	143,000.00	413,000.00
09/01/2048	287,000.00	6.250%	126,125.00	413,125.00
09/01/2049	305,000.00	6.250%	108,187.50	413,187.50
09/01/2050	324,000.00	6.250%	89,125.00	413,125.00
09/01/2051	345,000.00	6.250%	68,875.00	413,875.00
09/01/2052	367,000.00	6.250%	47,312.50	414,312.50
09/01/2053	390,000.00	6.250%	24,375.00	414,375.00
Total	\$5,501,000.00	-	\$6,649,769.62	\$12,150,769.62

Yield Statistics

Bond Year Dollars	\$106,396.31
Average Life	19.341 Years
Average Coupon	6.2500000%
Net Interest Cost (NIC)	6.4051088%
True Interest Cost (TIC)	6.5439169%
Bond Yield for Arbitrage Purposes	6.2508668%
All Inclusive Cost (AIC)	8.8232785%

IRS Form 8038

Net Interest Cost	6.2500000%
Weighted Average Maturity	19.341 Years

PID 2 IA1 updated sale ds | SINGLE PURPOSE | 2/12/2024 | 2:54 PM

Hilltop Securities Inc
Public Finance

Page 1

EXHIBIT J-1 – DISTRICT LEGAL DESCRIPTION

EXHIBIT A LEGAL DESCRIPTION

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 "GMeivil" 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.

EXHIBIT J-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Carl Boeger Survey, Abstract No. 121, the Margaret Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being part of that certain called 299.874 acre tract described in a deed to Bloomfield Homes, L.P. recorded in Document No. 2023-66798 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 5/8" iron rod found for the most southerly Southeast corner of said 299.874 acre tract, the Southwest corner of a called 9.001 acre tract described in 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 299.874 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 299.874 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 77.33 feet;

THENCE North 23 deg. 54 min. 56 sec. East departing said South line, a distance of 19.29 feet to a Point of Curvature of a non-tangent circular curve to the right, 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 North 11 deg. 18 min. 24 sec. West - 116.40 feet;

THENCE in a northerly direction along said curve to the right, a distance of 116.76 feet;

THENCE North 03 deg. 31 min. 40 sec. West, a distance of 13.88 feet to a Point of Curvature of a circular curve to the left, 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 North 14 deg. 06 min. 38 sec. West - 135.91 feet;

THENCE in a northerly direction along said curve to the left, a distance of 136.68 feet;

THENCE North 24 deg. 41 min. 36 sec. West 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 630.00 feet, a central angle of 33 deg. 46 min. 31 sec., and being subtended by a chord which bears North 07 deg. 48 min. 21 sec. West - 366.02 feet;

THENCE in a northerly direction along said curve to the right, a distance of 371.38 feet;

THENCE North 09 deg. 04 min. 55 sec. East 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 770.00 feet, a central angle of 19 deg. 56 min. 14 sec., and being subtended by a chord which bears North 00 deg. 53 min. 12 sec. West - 266.59 feet;

THENCE in a northerly direction along said curve to the left, a distance of 267.94 feet;

THENCE North 10 deg. 51 min. 19 sec. West 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 830.00 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 - 151.71 feet;

THENCE in a northerly direction along said curve to the right, a distance of 151.92 feet;

THENCE North 00 deg. 22 min. 06 sec. West tangent to said curve, a distance of 594.51 feet;

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

THENCE South 45 deg. 22 min. 06 sec. East, a distance of 14.14 feet;

THENCE North 89 deg. 37 min. 54 sec. East, a distance of 94.40 feet;

THENCE North 44 deg. 36 min. 11 sec. East, a distance of 14.14 feet;

THENCE North 89 deg. 37 min. 54 sec. East, a distance of 50.00 feet;

THENCE South 45 deg. 23 min. 49 sec. East, a distance of 14.15 feet;

THENCE North 89 deg. 37 min. 54 sec. East, a distance of 200.00 feet;

THENCE North 44 deg. 36 min. 11 sec. East, a distance of 14.14 feet;

THENCE North 89 deg. 37 min. 54 sec. East, a distance of 50.00 feet;

THENCE South 45 deg. 23 min. 49 sec. East, a distance of 14.15 feet;

THENCE North 89 deg. 41 min. 43 sec. East, a distance of 100.00 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 830.00 feet, a central angle of 06 deg. 56 min. 08 sec., and being subtended by a chord which bears South 85 deg. 57 min. 50 sec. East - 100.41 feet;

THENCE in an easterly direction along said curve to the right, a distance of 100.47 feet;

THENCE North 48 deg. 42 min. 42 sec. East non-tangent to said curve, a distance of 13.08 feet;

THENCE South 81 deg. 29 min. 31 sec. East, a distance of 50.61 feet;

THENCE South 40 deg. 57 min. 03 sec. East, a distance of 15.20 feet;

THENCE South 81 deg. 28 min. 35 sec. East, a distance of 123.43 feet to a Point of Curvature of a circular curve to the left, having a radius of 770.00 feet, a central angle of 02 deg. 44 min. 14 sec., and being subtended by a chord which bears South 82 deg. 50 min. 41 sec. East - 36.78 feet;

THENCE in an easterly direction along said curve to the left, a distance of 36.78 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 300.00 feet, a central angle of 04 deg. 55 min. 01 sec., and being subtended by a chord which bears South 81 deg. 45 min. 18 sec. East - 25.74 feet;

THENCE in an easterly direction along said curve to the right, a distance of 25.74 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 300.00 feet, a central angle of 11 deg. 07 min. 56 sec., and being subtended by a chord which bears South 84 deg. 51 min. 45 sec. East - 58.20 feet;

THENCE in an easterly direction along said curve to the left, a distance of 58.29 feet;

THENCE North 89 deg. 34 min. 17 sec. East tangent to said curve, a distance of 131.79 feet;

THENCE North 44 deg. 34 min. 17 sec. East, a distance of 14.14 feet;

THENCE North 89 deg. 34 min. 17 sec. East, a distance of 50.00 feet;

THENCE South 45 deg. 25 min. 43 sec. East, a distance of 14.14 feet;

THENCE North 89 deg. 34 min. 17 sec. East, a distance of 220.00 feet;

THENCE North 44 deg. 34 min. 17 sec. East, a distance of 14.14 feet;

THENCE North 89 deg. 34 min. 17 sec. East, a distance of 50.00 feet;

THENCE South 45 deg. 25 min. 43 sec. East, a distance of 14.14 feet;

THENCE North 89 deg. 34 min. 17 sec. East, a distance of 111.92 feet;

THENCE South 00 deg. 25 min. 43 sec. East, a distance of 265.62 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 South line of said 299.874 acre tract and 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 and South lines, a distance of 633.74 feet to a 1/2"

capped iron rod found stamped "McADAMS" for the Northwest corner of said 32.210 acre tract and an ell corner of said 299.874 acre tract;

THENCE South 00 deg. 25 min. 43 sec. East along the East line of said 299.874 acre tract, the West line of said 32.210 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 2,621,449 square feet or 60.180 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 299.874 acre tract described in a deed to Bloomfield Homes, L.P. recorded in Document No. 2023-66798 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 most southerly Southeast corner of said 299.874 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 299.874 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 and an ell corner of said 299.874 acre tract, continue 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, 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;

THENCE South 00 deg. 25 min. 43 sec. East, 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.

LEAVING A NET AREA OF 2,010,808 SQUARE FEET OR 46.162 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.

EXHIBIT J-3 – REMAINDER AREA LEGAL DESCRIPTION

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 299.874 acre tract described in a deed to Bloomfield Homes, L.P. recorded in Document No. 2023-66798 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 most southerly Southeast corner of said 299.874 acre tract, the Southwest corner of a called 9.001 acre tract described in 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 North 00 deg. 25 min. 43 sec. West departing said North right-of-way line and continue along the East line of said 299.874 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, a total distance of 1,563.76 feet to a 1/2" capped iron rod found stamped "McADAMS" for the Northwest corner of said 32.216 acre tract and an ell corner of said 299.874 acre tract;

THENCE North 41 deg. 37 min. 45 sec. East departing said deed lines, a distance of 868.69 feet to the **TRUE POINT OF BEGINNING**;

THENCE South 89 deg. 34 min. 17 sec. West, a distance of 111.92 feet;

THENCE North 45 deg. 25 min. 43 sec. West, a distance of 14.14 feet;

THENCE South 89 deg. 34 min. 17 sec. West, a distance of 50.00 feet;

THENCE South 44 deg. 34 min. 17 sec. West, a distance of 14.14 feet;

THENCE South 89 deg. 34 min. 17 sec. West, a distance of 220.00 feet;

THENCE North 45 deg. 25 min. 43 sec. West, a distance of 14.14 feet;

THENCE South 89 deg. 34 min. 17 sec. West, a distance of 50.00 feet;

THENCE South 44 deg. 34 min. 17 sec. West, a distance of 14.14 feet;

THENCE South 89 deg. 34 min. 17 sec. West, a distance of 131.79 feet to a Point of Curvature of a circular curve to the right, having a radius of 300.00 feet, a central angle of 11 deg. 07 min. 56 sec., and being subtended by a chord which bears North 84 deg. 51 min. 45 sec. West - 58.20 feet;

THENCE in a westerly direction along said curve to the right, a distance of 58.29 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 300.00 feet, a central angle of 04 deg. 55 min. 01 sec., and being subtended by a chord which bears North 81 deg. 45 min. 18 sec. West - 25.74 feet;

THENCE in a westerly direction along said curve to the left, a distance of 25.74 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 770.00 feet, a central angle of 02 deg. 44 min. 14 sec., and being subtended by a chord which bears North 82 deg. 50 min. 41 sec. West - 36.78 feet;

THENCE in a westerly direction along said curve to the right, a distance of 36.78 feet;

THENCE North 81 deg. 28 min. 35 sec. West, a distance of 123.43 feet;

THENCE North 40 deg. 57 min. 03 sec. West, a distance of 15.20 feet;

THENCE North 81 deg. 29 min. 31 sec. West, a distance of 50.61 feet;

THENCE South 48 deg. 42 min. 42 sec. West, a distance of 13.08 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 830.00 feet, a central angle of 06 deg. 56 min. 08 sec., and being subtended by a chord which bears North 85 deg. 57 min. 50 sec. West - 100.41 feet;

THENCE in a westerly direction along said curve to the left, a distance of 100.47 feet;

THENCE South 89 deg. 41 min. 43 sec. West non-tangent to said curve, a distance of 100.00 feet;

THENCE North 45 deg. 23 min. 49 sec. West, a distance of 14.15 feet;

THENCE South 89 deg. 37 min. 54 sec. West, a distance of 50.00 feet;

THENCE South 44 deg. 36 min. 11 sec. West, a distance of 14.14 feet;

THENCE South 89 deg. 37 min. 54 sec. West, a distance of 200.00 feet;

THENCE North 45 deg. 23 min. 49 sec. West, a distance of 14.15 feet;

THENCE South 89 deg. 37 min. 54 sec. West, a distance of 50.00 feet;

THENCE South 44 deg. 36 min. 11 sec. West, a distance of 14.14 feet;

THENCE South 89 deg. 37 min. 54 sec. West, a distance of 94.40 feet;

THENCE North 45 deg. 22 min. 06 sec. West, a distance of 14.14 feet;

THENCE South 89 deg. 37 min. 54 sec. West, a distance of 60.00 feet;

THENCE North 00 deg. 22 min. 06 sec. West, a distance of 956.46 feet to the West line of said 299.874 acre tract;

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

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

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

THENCE North 04 deg. 54 min. 30 sec. East along said West line, a distance of 2,281.01 feet to the Northwest corner of said 299.874 acre tract;

THENCE North 88 deg. 14 min. 56 sec. East along the North line of said 299.874 acre tract, a distance of 1,229.45 feet;

THENCE North 03 deg. 52 min. 41 sec. West along said North line, a distance of 134.57 feet;

THENCE North 77 deg. 31 min. 56 sec. East along said North line, a distance of 74.88 feet;

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 departing said North line and continue along said curve to the left, a distance of 1,198.94 feet;

THENCE South 00 deg. 25 min. 43 sec. East non-tangent to said curve, a distance of 2,470.38 feet to the **POINT OF BEGINNING**, containing 4,753,423 square feet or 109.123 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.

APPENDIX A – ENGINEER’S REPORT

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PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: Timberbrook PID No. 2

Date: December 20, 2023

Location: Justin, TX

Job No. 23001

Page: 1 of 1



DESCRIPTION	TOTAL COST
Timberbrook PID No. 2 Totals	
Timberbrook PID No. 2 Major Improvements Total	\$7,800,871.94
Timberbrook Ph PID No. 2 - IA1 Total	\$6,262,319.27
 Probable Total Timberbrook PID No. 2	 \$14,063,191.21



This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.



PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: Timberbrook PID No.2 Maj. Improvements

Date: December 20, 2023

Location: Justin, TX

Job No. 23001

Page: 1 of 5



DESCRIPTION	TOTAL COST
Timberbrook PID No. 2 Major Improvement Totals	
Paving Subtotal	\$2,077,030.70
Water Subtotal	\$804,560.00
Sanitary Sewer Subtotal	\$939,435.00
Storm Drain Subtotal	\$1,960,525.00
Probable Construction Cost Sub-total	\$5,781,550.70
10% Contingency	\$578,155.07
Materials Testing (2%)	\$115,631.01
Inspection Fees - (4%)	\$231,262.03
Preliminary Plat Fees	\$53,594.00
Engineering (8%) & Surveying (5%)	\$751,601.59
Construction Management (5%)	\$289,077.54
Probable Total Timberbrook PID No. 2 Major Improvements	\$7,800,871.94



This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.



PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: Timberbrook PID No.2 Maj. Improvements

Date: December 20, 2023

Location: Justin, TX

Job No. 23001

Page: 2 of 5



ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Paving Facilities					
1.	7" Concrete Pavement	S.Y.	17,915	\$60.00	\$1,074,900.00
2.	6" Lime Treated Subgrade	S.Y.	18,885	\$3.50	\$66,097.50
3.	Hydrated Lime at 36 lbs/S.Y.	Ton	340	\$240.00	\$81,583.20
4.	Barrier Free Ramps	Ea.	26	\$2,250.00	\$58,500.00
5.	End of Road Barricade	L.F.	74	\$30.00	\$2,220.00
6.	Saw Cut & Connect to Existing	L.F.	78	\$35.00	\$2,730.00
7.	Construct Concrete Header	L.F.	74	\$50.00	\$3,700.00
8.	6' Concrete Trail	L.F.	4,000	\$45.00	\$180,000.00
9.	4' Concrete Sidewalk	L.F.	1,270	\$30.00	\$38,100.00
10.	Stop Sign	Ea.	2	\$350.00	\$700.00
11.	Street Marker Blade	Ea.	2	\$400.00	\$800.00
12.	Street Lights	Ea.	5	\$5,500.00	\$27,500.00
13.	Street Excavation	C.Y.	29,600	\$3.25	\$96,200.00
14.	Clearing & Grubbing	Ac.	6	\$1,500.00	\$9,000.00
15.	TxDOT FM 407 Auxiliary Lanes	L.S.	1	\$400,000.00	\$400,000.00
16.	Traffic Control	L.S.	1	\$25,000.00	\$25,000.00
17.	Pavement Marking	L.S.	1	\$10,000.00	\$10,000.00
Paving Subtotal					\$2,077,030.70

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.



PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: Timberbrook PID No.2 Maj. Improvements

Date: December 20, 2023

Location: Justin, TX

Job No. 23001

Page: 3 of 5



ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Water Facilities					
1.	12" PVC Water Pipe	L.F.	4,695	\$92.50	\$434,287.50
2.	12" Gate Valve and Box	Ea.	25	\$4,300.00	\$107,500.00
3.	Standard Fire Hydrant Assembly	Ea.	4	\$6,750.00	\$27,000.00
4.	Ductile Iron Fittings With Restraint	Ton	2.5	\$20,000.00	\$50,000.00
5.	Trench Safety	L.F.	4,695	\$1.00	\$4,695.00
6.	2" Irrigation Water Services	Ea.	2	\$2,500.00	\$5,000.00
7.	Air/Vacuum Release Valve	Ea.	2	\$5,800.00	\$11,600.00
8.	Blow-off Assembly	Ea.	2	\$4,750.00	\$9,500.00
9.	20" x 12" Tapping Sleeve & Valve	Ea.	1	\$15,000.00	\$15,000.00
10.	Connect to Existing Stub-out	Ea.	2	\$1,000.00	\$2,000.00
11.	Bore 12" W.L. w/ Steel Casing	L.F.	290	\$450.00	\$130,500.00
12.	Water System Testing	L.F.	4,985	\$1.50	\$7,477.50
Water Subtotal					\$804,560.00

Note: 12" diameter water main to serve PID No. 2 is required to distribute the demand for Phase 7, 8, 10, and 11 to avoid excessive pressure loss in the water system due to the topography of PID No. 2.

The NISD school site does benefit from the extension of the water system through PID No. 2. However, the domestic demand for the school site is approximately 11 gpm, and has no impact requiring any upsizing to the water distribution system for PID No. 2. If the school site was not within the Timberbrook subdivision, the 12" water line would still be required.

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.



PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: Timberbrook PID No.2 Maj. Improvements

Date: December 20, 2023

Location: Justin, TX

Job No. 23001

Page: 4 of 5



ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Sanitary Sewer Facilities					
1.	12" SDR-26 PVC Sewer Pipe	L.F.	3,640	\$95.00	\$345,800.00
2.	10" SDR-26 PVC Sewer Pipe	L.F.	2,125	\$85.00	\$180,625.00
3.	8" SDR-26 PVC Sewer Pipe	L.F.	855	\$60.00	\$51,300.00
4.	5' Standard Diameter Manhole	Ea.	23	\$6,000.00	\$138,000.00
5.	4' Standard Diameter Manhole	Ea.	3	\$4,000.00	\$12,000.00
6.	Epoxy Manhole Liner	Ea.	26	\$2,500.00	\$65,000.00
7.	Extra Depth for 5' Dia. Manhole	V.F.	125	\$200.00	\$25,000.00
8.	Extra Depth for 4' Dia. Manhole	V.F.	12	\$175.00	\$2,100.00
9.	Connect to Existing Sewer	Ea.	1	\$5,000.00	\$5,000.00
10.	Cement Stabilized Backfill	L.F.	100	\$35.00	\$3,500.00
11.	Concrete Encasement	L.F.	50	\$25.00	\$1,250.00
12.	TV & Test Sewer Line	L.F.	6,620	\$1.50	\$9,930.00
13.	Trench Safety	L.F.	6,620	\$1.50	\$9,930.00
14.	Bore 12" SS w/ Steel Casing Pipe	L.F.	200	\$450.00	\$90,000.00
Sanitary Sewer Subtotal					\$939,435.00

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.



PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: Timberbrook PID No.2 Maj. Improvements

Date: December 20, 2023

Location: Justin, TX

Job No. 23001

Page: 5 of 5



ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Storm Drain Facilities					
1.	10' Curb Inlet	Ea.	20	\$7,200.00	\$144,000.00
2.	4' x 4' Type "Y" Inlet	Ea.	3	\$6,500.00	\$19,500.00
3.	24" R.C.P.	L.F.	425	\$89.00	\$37,825.00
4.	27" R.C.P.	L.F.	430	\$98.00	\$42,140.00
5.	30" R.C.P.	L.F.	220	\$110.00	\$24,200.00
6.	36" R.C.P.	L.F.	200	\$148.00	\$29,600.00
7.	42" R.C.P.	L.F.	1,135	\$205.00	\$232,675.00
8.	48" R.C.P.	L.F.	275	\$245.00	\$67,375.00
9.	54" R.C.P.	L.F.	550	\$315.00	\$173,250.00
10.	60" R.C.P.	L.F.	300	\$335.00	\$100,500.00
11.	6' x 3' R.C.B	L.F.	265	\$515.00	\$136,475.00
12.	6' x 4' R.C.B	L.F.	460	\$575.00	\$264,500.00
13.	6' x 5' R.C.B	L.F.	430	\$615.00	\$264,450.00
14.	Trench Safety	L.F.	4,690	\$1.50	\$7,035.00
15.	30' Sloped End Headwall	Ea.	1	\$3,500.00	\$3,500.00
16.	54' Sloped End Headwall	Ea.	1	\$7,500.00	\$7,500.00
17.	6' x 3' Wingwalls	Ea.	4	\$10,900.00	\$43,600.00
18.	6' x 4' Wingwalls	Ea.	2	\$12,200.00	\$24,400.00
19.	6' x 5' Wingwalls	Ea.	1	\$14,500.00	\$14,500.00
20.	4' Junction Box	Ea.	5	\$5,500.00	\$27,500.00
21.	5' Junction Box	Ea.	5	\$7,800.00	\$39,000.00
22.	6' Junction Box	Ea.	6	\$9,500.00	\$57,000.00
23.	7' Junction Box	Ea.	2	\$11,500.00	\$23,000.00
24.	Connect to Existing	Ea.	3	\$1,500.00	\$4,500.00
25.	Rock Rip Rap	S.Y.	700	\$150.00	\$105,000.00
26.	Erosion Control	L.S.	1	\$35,000.00	\$35,000.00
27.	Detention Excavation	C.Y.	10,000	\$3.25	\$32,500.00
Storm Drain Subtotal					\$1,960,525.00

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.



PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: TIMBERBROOK PID NO. 2 - IA1

Date: December 20, 2023

Location: Justin, TX

Job No. 23001

Page: 1 of 5



DESCRIPTION	TOTAL COST
TIMBERBROOK PID NO. 2 - IA1 TOTALS	
Paving Subtotal	\$1,867,147.50
Water Subtotal	\$898,290.50
Sanitary Sewer Subtotal	\$713,305.00
Storm Drain Subtotal	\$1,188,747.50
Probable Construction Cost Sub-total	\$4,667,490.50
10% Contingency	\$466,749.05
Materials Testing (2%)	\$93,349.81
Inspection Fees - (4%)	\$186,699.62
Final Plat Fees	\$7,882.00
Engineering (8%) & Surveying (5%)	\$606,773.77
Construction Management (5%)	\$233,374.53
Probable Total Timberbrook No. 2 - IA1	\$6,262,319.27



This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.



PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: TIMBERBROOK PID NO. 2 - IA1

Date: December 20, 2023

Location: Justin, TX

Job No. 23001

Page: 2 of 5



ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Paving Facilities					
1.	6" Concrete Pavement	S.Y.	25,300	\$53.00	\$1,340,900.00
2.	6" Lime Treated Subgrade	S.Y.	26,875	\$3.50	\$94,062.50
3.	Hydrated Lime at 36 lbs/S.Y.	Ton	484	\$240.00	\$116,100.00
4.	Barrier Free Ramps	Ea.	18	\$2,250.00	\$40,500.00
5.	End of Road Barricade	Ea.	155	\$30.00	\$4,650.00
6.	Saw Cut & Connect to Existing	L.F.	91	\$35.00	\$3,185.00
7.	Construct Concrete Header	L.F.	155	\$50.00	\$7,750.00
8.	Traffic Control	L.S.	1	\$2,500.00	\$2,500.00
9.	4' Concrete Sidewalk	L.F.	825	\$30.00	\$24,750.00
10.	Stop Sign	Ea.	11	\$350.00	\$3,850.00
11.	Street Marker Blade	Ea.	14	\$400.00	\$5,600.00
12.	Street Lights	Ea.	20	\$5,500.00	\$110,000.00
13.	Street Excavation	C.Y.	31,400	\$3.25	\$102,050.00
14.	Clearing & Grubbing	Ac.	7.5	\$1,500.00	\$11,250.00
Paving Subtotal					\$1,867,147.50

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.



PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: TIMBERBROOK PID NO. 2 - IA1

Date: December 20, 2023

Location: Justin, TX

Job No. 23001

Page: 3 of 5



ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Water Facilities					
1.	8" PVC Water Pipe	L.F.	6,657	\$64.00	\$426,048.00
2.	8" Gate Valve and Box	Ea.	29	\$2,650.00	\$76,850.00
3.	Standard Fire Hydrant Assembly	Ea.	18	\$6,750.00	\$121,500.00
4.	Ductile Iron Fittings With Restraint	Ton	3.0	\$20,000.00	\$60,000.00
5.	Trench Safety	L.F.	6,657	\$1.00	\$6,657.00
6.	2" Irrigation Water Services	Ea.	1	\$2,500.00	\$2,500.00
7.	1" Domestic Water Services	Ea.	155	\$1,250.00	\$193,750.00
8.	Water System Testing	L.F.	6,657	\$1.50	\$9,985.50
9.	Connect to Existing Stub-out	Ea.	1	\$1,000.00	\$1,000.00

Water Subtotal

\$898,290.50

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.



PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: TIMBERBROOK PID NO. 2 - IA1

Date: December 20, 2023

Location: Justin, TX

Job No. 23001

Page: 4 of 5



ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Sanitary Sewer Facilities					
1.	8" SDR-26 PVC Sewer Pipe	L.F.	5,235	\$60.00	\$314,100.00
2.	5' Standard Diameter Manhole	Ea.	6	\$6,000.00	\$36,000.00
3.	4' Standard Diameter Manhole	Ea.	14	\$4,000.00	\$56,000.00
4.	Epoxy Manhole Liner	Ea.	20	\$2,500.00	\$50,000.00
5.	Extra Depth for 5' Dia. Manhole	V.F.	60	\$200.00	\$12,000.00
6.	Extra Depth for 4' Dia. Manhole	V.F.	30	\$175.00	\$5,250.00
7.	4" S.S. Services	Ea.	155	\$1,425.00	\$220,875.00
8.	Cement Stabilized Backfill	L.F.	50	\$35.00	\$1,750.00
9.	Concrete Encasement	L.F.	25	\$25.00	\$625.00
10.	TV & Test Sewer Line	L.F.	5,235	\$1.50	\$7,852.50
11.	Trench Safety	L.F.	5,235	\$1.50	\$7,852.50
12.	Connect to Existing Sewer	Ea.	1	\$1,000.00	\$1,000.00
Sanitary Sewer Subtotal					\$713,305.00

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.



PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: TIMBERBROOK PID NO. 2 - IA1

Date: December 20, 2023

Location: Justin, TX

Job No. 23001

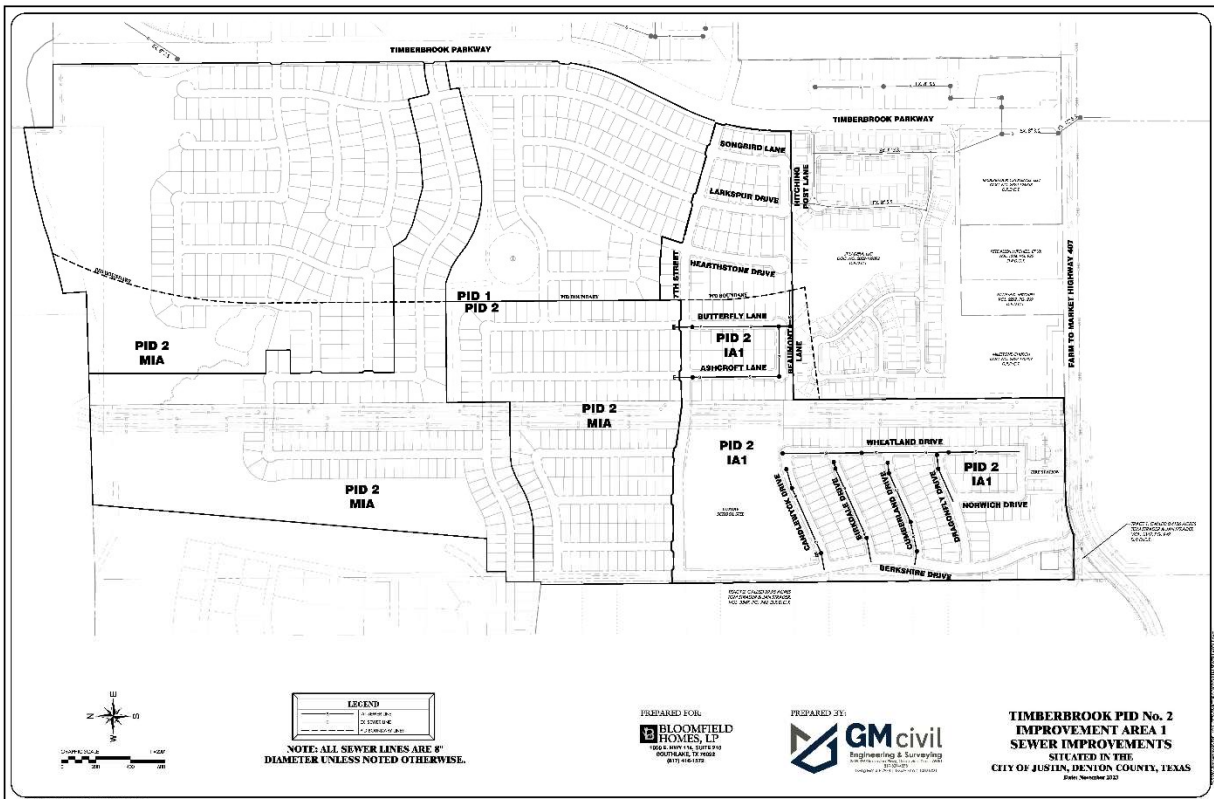
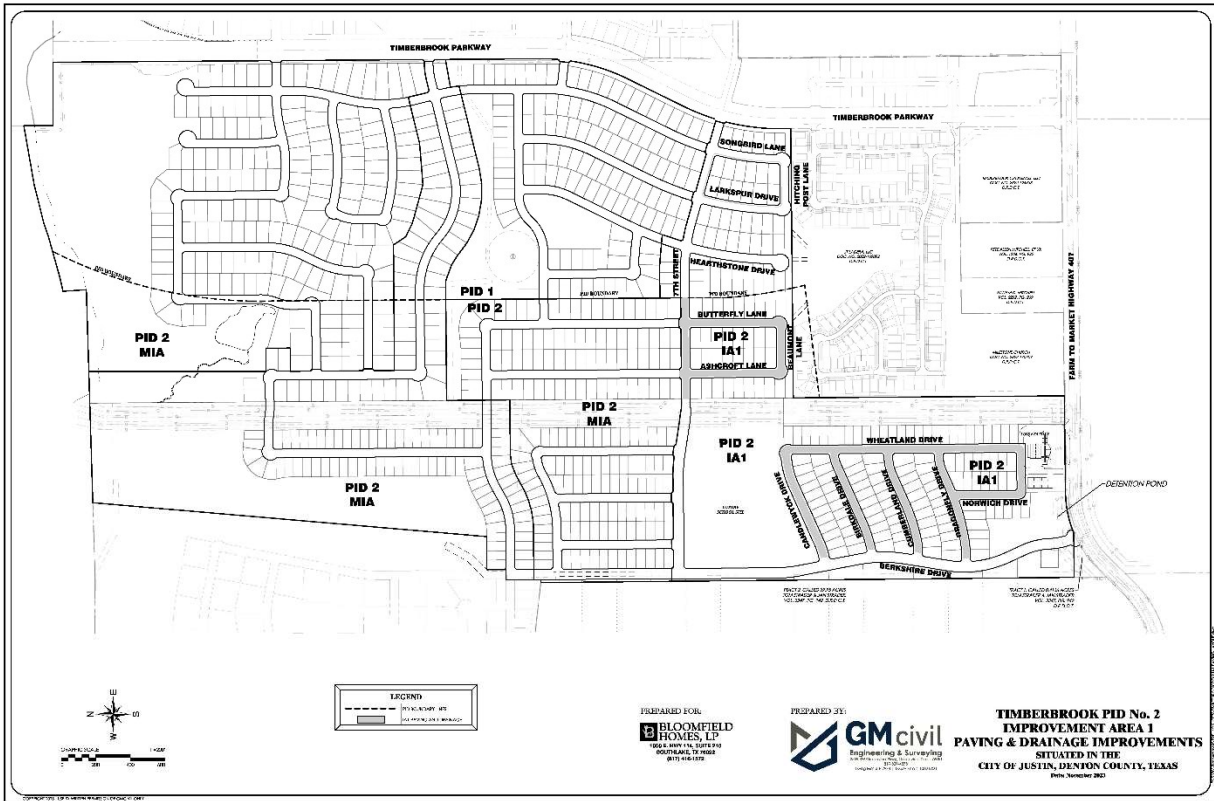
Page: 5 of 5

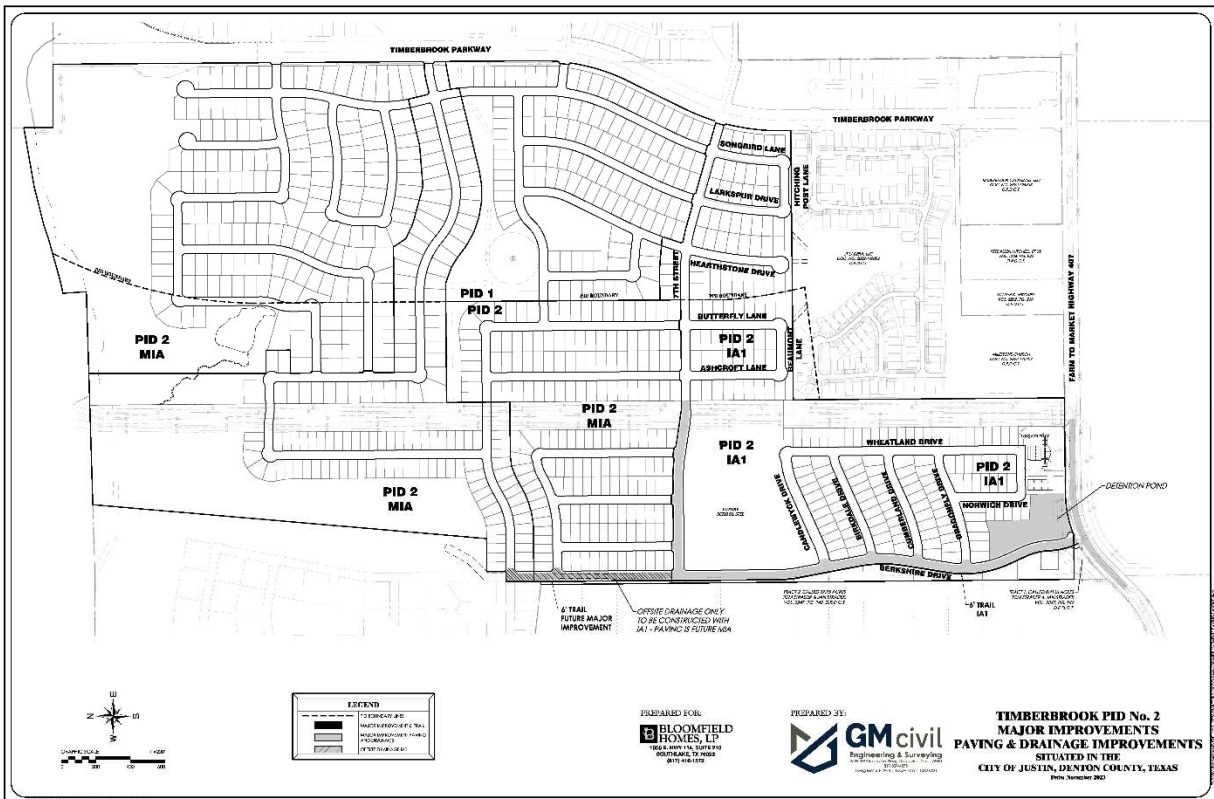
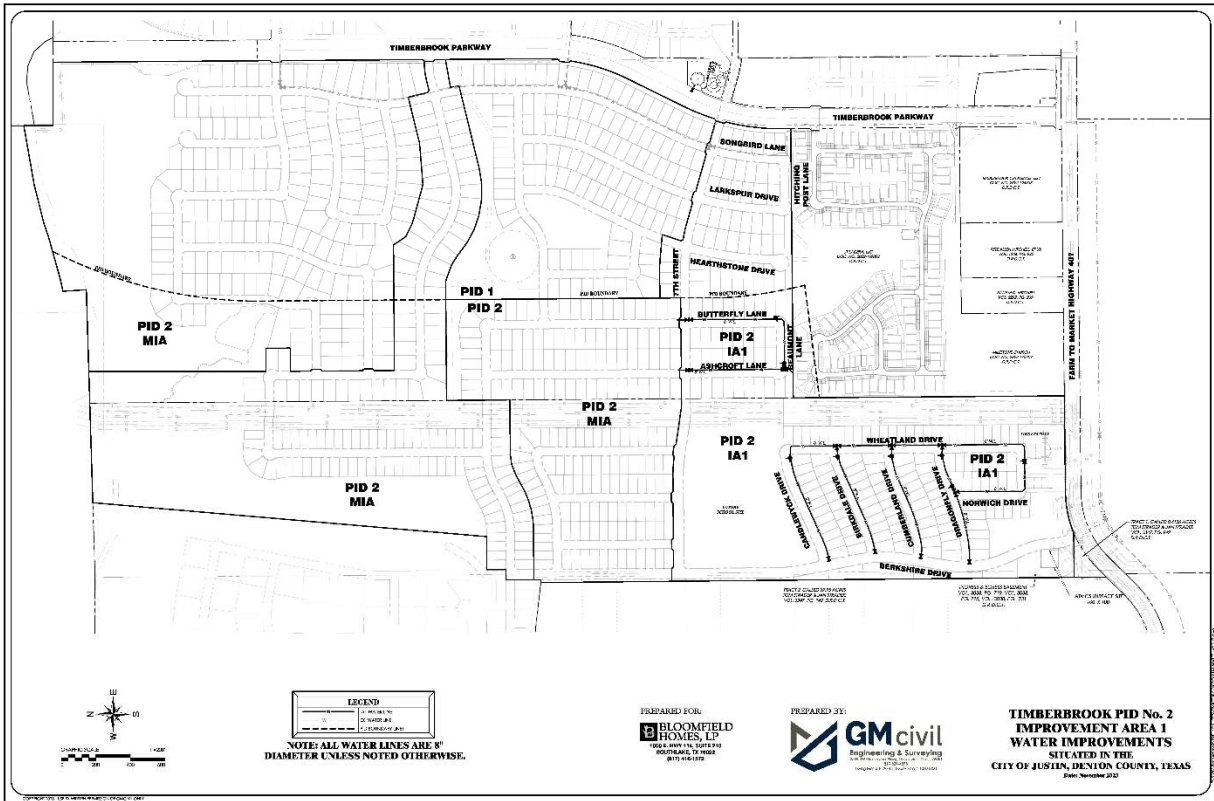


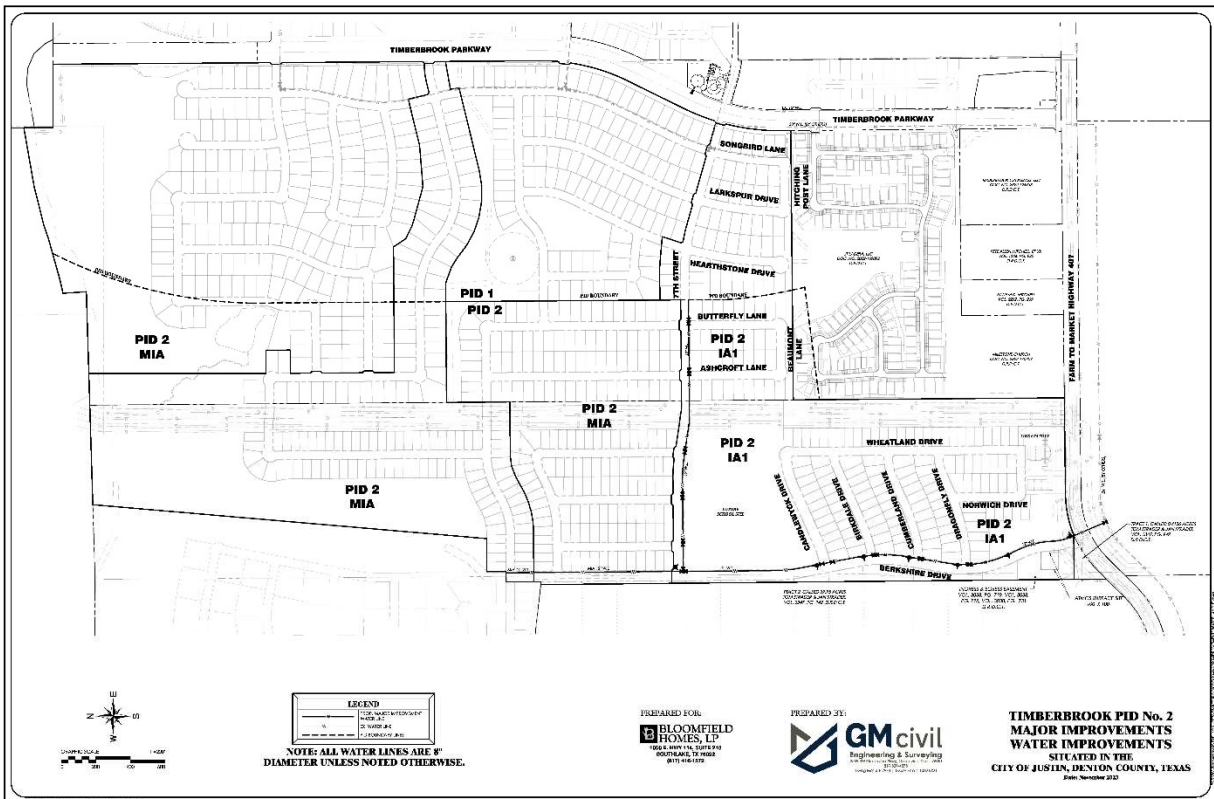
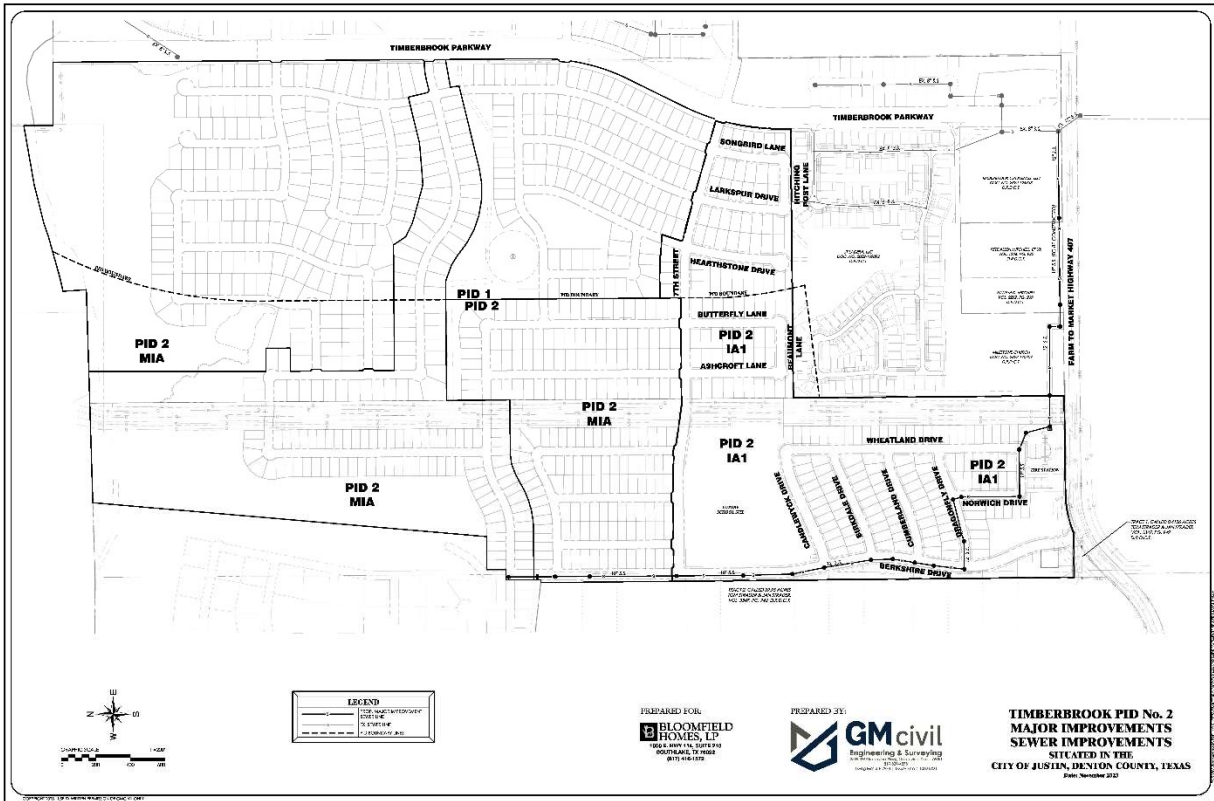
ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Storm Drain Facilities					
1.	10' Curb Inlet	Ea.	25	\$7,200.00	\$180,000.00
2.	4' x 4' Type "Y" Inlet	Ea.	1	\$6,500.00	\$6,500.00
3.	24" R.C.P.	L.F.	200	\$89.00	\$17,800.00
4.	27" R.C.P.	L.F.	1,000	\$98.00	\$98,000.00
5.	36" R.C.P.	L.F.	275	\$148.00	\$40,700.00
6.	42" R.C.P.	L.F.	750	\$205.00	\$153,750.00
7.	60" R.C.P.	L.F.	150	\$335.00	\$50,250.00
8.	7' x 5' R.C.B	L.F.	560	\$655.00	\$366,800.00
9.	8' x 5' R.C.B	L.F.	130	\$735.00	\$95,550.00
10.	Trench Safety	L.F.	3,065	\$1.50	\$4,597.50
11.	42" Sloped End Headwall	Ea.	1	\$5,200.00	\$5,200.00
12.	8' x 5' Wingwalls	Ea.	1	\$18,500.00	\$18,500.00
13.	4' Junction Box	Ea.	10	\$5,500.00	\$55,000.00
14.	5' Junction Box	Ea.	2	\$7,800.00	\$15,600.00
15.	7' Junction Box	Ea.	2	\$11,500.00	\$23,000.00
16.	Rock Rip Rap	S.Y.	150	\$150.00	\$22,500.00
17.	Erosion Control	L.S.	1	\$35,000.00	\$35,000.00
Storm Drain Subtotal					\$1,188,747.50

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.









APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

- Improvement Area #1
 - Improvement Area #1 Initial Parcel
 - Lot Type 1
 - Lot Type 2

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TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 2 – IMPROVEMENT AREA #1

INITIAL PARCEL – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$5,501,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Justin. The exact amount of each annual installment will be approved each year by the City of Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Justin.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

ANNUAL INSTALLMENTS – IMPROVEMENT AREA #1 INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Capitalized Interest	Annual Collection Costs	Annual Installment ^[b]
2024	\$ -	\$ 127,019.62	\$ -	\$ (127,019.62)	\$ -	\$ -
2025	\$ 75,000.00	\$ 343,812.50	\$ 27,505.00	\$ -	\$ 40,000.00	\$ 486,317.50
2026	\$ 79,000.00	\$ 339,125.00	\$ 27,130.00	\$ -	\$ 40,800.00	\$ 486,055.00
2027	\$ 84,000.00	\$ 334,187.50	\$ 26,735.00	\$ -	\$ 41,616.00	\$ 486,538.50
2028	\$ 88,000.00	\$ 328,937.50	\$ 26,315.00	\$ -	\$ 42,448.32	\$ 485,700.82
2029	\$ 93,000.00	\$ 323,437.50	\$ 25,875.00	\$ -	\$ 43,297.29	\$ 485,609.79
2030	\$ 99,000.00	\$ 317,625.00	\$ 25,410.00	\$ -	\$ 44,163.24	\$ 486,198.24
2031	\$ 105,000.00	\$ 311,437.50	\$ 24,915.00	\$ -	\$ 45,046.50	\$ 486,399.00
2032	\$ 111,000.00	\$ 304,875.00	\$ 24,390.00	\$ -	\$ 45,947.43	\$ 486,212.43
2033	\$ 117,000.00	\$ 297,937.50	\$ 23,835.00	\$ -	\$ 46,866.38	\$ 485,638.88
2034	\$ 124,000.00	\$ 290,625.00	\$ 23,250.00	\$ -	\$ 47,803.71	\$ 485,678.71
2035	\$ 132,000.00	\$ 282,875.00	\$ 22,630.00	\$ -	\$ 48,759.78	\$ 486,264.78
2036	\$ 140,000.00	\$ 274,625.00	\$ 21,970.00	\$ -	\$ 49,734.98	\$ 486,329.98
2037	\$ 148,000.00	\$ 265,875.00	\$ 21,270.00	\$ -	\$ 50,729.68	\$ 485,874.68
2038	\$ 157,000.00	\$ 256,625.00	\$ 20,530.00	\$ -	\$ 51,744.27	\$ 485,899.27
2039	\$ 167,000.00	\$ 246,812.50	\$ 19,745.00	\$ -	\$ 52,779.16	\$ 486,336.66
2040	\$ 177,000.00	\$ 236,375.00	\$ 18,910.00	\$ -	\$ 53,834.74	\$ 486,119.74
2041	\$ 188,000.00	\$ 225,312.50	\$ 18,025.00	\$ -	\$ 54,911.43	\$ 486,248.93
2042	\$ 199,000.00	\$ 213,562.50	\$ 17,085.00	\$ -	\$ 56,009.66	\$ 485,657.16
2043	\$ 212,000.00	\$ 201,125.00	\$ 16,090.00	\$ -	\$ 57,129.85	\$ 486,344.85
2044	\$ 225,000.00	\$ 187,875.00	\$ 15,030.00	\$ -	\$ 58,272.45	\$ 486,177.45
2045	\$ 239,000.00	\$ 173,812.50	\$ 13,905.00	\$ -	\$ 59,437.90	\$ 486,155.40
2046	\$ 254,000.00	\$ 158,875.00	\$ 12,710.00	\$ -	\$ 60,626.66	\$ 486,211.66
2047	\$ 270,000.00	\$ 143,000.00	\$ 11,440.00	\$ -	\$ 61,839.19	\$ 486,279.19
2048	\$ 287,000.00	\$ 126,125.00	\$ 10,090.00	\$ -	\$ 63,075.97	\$ 486,290.97
2049	\$ 305,000.00	\$ 108,187.50	\$ 8,655.00	\$ -	\$ 64,337.49	\$ 486,179.99
2050	\$ 324,000.00	\$ 89,125.00	\$ 7,130.00	\$ -	\$ 65,624.24	\$ 485,879.24
2051	\$ 345,000.00	\$ 68,875.00	\$ 5,510.00	\$ -	\$ 66,936.72	\$ 486,321.72
2052	\$ 367,000.00	\$ 47,312.50	\$ 3,785.00	\$ -	\$ 68,275.45	\$ 486,372.95
2053	\$ 390,000.00	\$ 24,375.00	\$ 1,950.00	\$ -	\$ 69,640.96	\$ 485,965.96
Total	\$ 5,501,000.00	\$ 6,649,769.62	\$ 521,820.00	\$ (127,019.62)	\$ 1,551,689.45	\$ 14,097,259.45

Footnotes:

[a] Interest is calculated at a 6.25% rate per the Financial Advisor's model dated 2/12/2024, and subject to change.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 2 – IMPROVEMENT AREA #1 – LOT TYPE 1 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 – LOT TYPE 1 PRINCIPAL ASSESSMENT: \$33,914.92

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Justin. The exact amount of each annual installment will be approved each year by the City of Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Justin.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

ANNUAL INSTALLMENTS – IMPROVEMENT AREA #1 LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Capitalized Interest	Annual Collection Costs	Annual Installment ^[b]
2024	\$ -	\$ 783.10	\$ -	\$ (783.10)	\$ -	\$ -
2025	\$ 462.39	\$ 2,119.68	\$ 169.57	\$ -	\$ 246.61	\$ 2,998.26
2026	\$ 487.05	\$ 2,090.78	\$ 167.26	\$ -	\$ 251.54	\$ 2,996.64
2027	\$ 517.88	\$ 2,060.34	\$ 164.83	\$ -	\$ 256.57	\$ 2,999.62
2028	\$ 542.54	\$ 2,027.97	\$ 162.24	\$ -	\$ 261.70	\$ 2,994.46
2029	\$ 573.37	\$ 1,994.07	\$ 159.53	\$ -	\$ 266.94	\$ 2,993.90
2030	\$ 610.36	\$ 1,958.23	\$ 156.66	\$ -	\$ 272.28	\$ 2,997.52
2031	\$ 647.35	\$ 1,920.08	\$ 153.61	\$ -	\$ 277.72	\$ 2,998.76
2032	\$ 684.34	\$ 1,879.62	\$ 150.37	\$ -	\$ 283.28	\$ 2,997.61
2033	\$ 721.33	\$ 1,836.85	\$ 146.95	\$ -	\$ 288.94	\$ 2,994.07
2034	\$ 764.49	\$ 1,791.77	\$ 143.34	\$ -	\$ 294.72	\$ 2,994.32
2035	\$ 813.81	\$ 1,743.99	\$ 139.52	\$ -	\$ 300.62	\$ 2,997.93
2036	\$ 863.13	\$ 1,693.13	\$ 135.45	\$ -	\$ 306.63	\$ 2,998.34
2037	\$ 912.45	\$ 1,639.18	\$ 131.13	\$ -	\$ 312.76	\$ 2,995.53
2038	\$ 967.94	\$ 1,582.15	\$ 126.57	\$ -	\$ 319.02	\$ 2,995.68
2039	\$ 1,029.59	\$ 1,521.66	\$ 121.73	\$ -	\$ 325.40	\$ 2,998.38
2040	\$ 1,091.25	\$ 1,457.31	\$ 116.58	\$ -	\$ 331.90	\$ 2,997.04
2041	\$ 1,159.06	\$ 1,389.10	\$ 111.13	\$ -	\$ 338.54	\$ 2,997.84
2042	\$ 1,226.88	\$ 1,316.66	\$ 105.33	\$ -	\$ 345.31	\$ 2,994.19
2043	\$ 1,307.03	\$ 1,239.98	\$ 99.20	\$ -	\$ 352.22	\$ 2,998.43
2044	\$ 1,387.18	\$ 1,158.29	\$ 92.66	\$ -	\$ 359.26	\$ 2,997.39
2045	\$ 1,473.49	\$ 1,071.59	\$ 85.73	\$ -	\$ 366.45	\$ 2,997.26
2046	\$ 1,565.97	\$ 979.50	\$ 78.36	\$ -	\$ 373.78	\$ 2,997.61
2047	\$ 1,664.61	\$ 881.63	\$ 70.53	\$ -	\$ 381.25	\$ 2,998.02
2048	\$ 1,769.42	\$ 777.59	\$ 62.21	\$ -	\$ 388.88	\$ 2,998.09
2049	\$ 1,880.39	\$ 667.00	\$ 53.36	\$ -	\$ 396.66	\$ 2,997.41
2050	\$ 1,997.53	\$ 549.48	\$ 43.96	\$ -	\$ 404.59	\$ 2,995.56
2051	\$ 2,127.00	\$ 424.63	\$ 33.97	\$ -	\$ 412.68	\$ 2,998.28
2052	\$ 2,262.64	\$ 291.69	\$ 23.34	\$ -	\$ 420.93	\$ 2,998.60
2053	\$ 2,404.44	\$ 150.28	\$ 12.02	\$ -	\$ 429.35	\$ 2,996.09
Total^[c]	\$ 33,914.92	\$ 40,997.35	\$ 3,217.14	\$ (783.10)	\$ 9,566.52	\$ 86,912.82

Footnotes:

[a] Interest is calculated at a 6.25% rate per the Financial Advisor's model dated 2/12/2024, and subject to change.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 2 – IMPROVEMENT AREA #1 – LOT TYPE 2 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 – LOT TYPE 2 PRINCIPAL ASSESSMENT: \$40,697.90

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Justin. The exact amount of each annual installment will be approved each year by the City of Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Justin.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

ANNUAL INSTALLMENTS – IMPROVEMENT AREA #1 LOT TYPE 2

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Capitalized Interest	Annual Collection Costs	Annual Installment ^[b]
2024	\$ -	\$ 939.73	\$ -	\$ (939.73)	\$ -	\$ -
2025	\$ 554.87	\$ 2,543.62	\$ 203.49	\$ -	\$ 295.93	\$ 3,597.91
2026	\$ 584.46	\$ 2,508.94	\$ 200.72	\$ -	\$ 301.85	\$ 3,595.97
2027	\$ 621.45	\$ 2,472.41	\$ 197.79	\$ -	\$ 307.89	\$ 3,599.55
2028	\$ 651.05	\$ 2,433.57	\$ 194.69	\$ -	\$ 314.04	\$ 3,593.35
2029	\$ 688.04	\$ 2,392.88	\$ 191.43	\$ -	\$ 320.33	\$ 3,592.67
2030	\$ 732.43	\$ 2,349.88	\$ 187.99	\$ -	\$ 326.73	\$ 3,597.03
2031	\$ 776.82	\$ 2,304.10	\$ 184.33	\$ -	\$ 333.27	\$ 3,598.51
2032	\$ 821.21	\$ 2,255.55	\$ 180.44	\$ -	\$ 339.93	\$ 3,597.13
2033	\$ 865.60	\$ 2,204.22	\$ 176.34	\$ -	\$ 346.73	\$ 3,592.89
2034	\$ 917.39	\$ 2,150.12	\$ 172.01	\$ -	\$ 353.66	\$ 3,593.18
2035	\$ 976.57	\$ 2,092.79	\$ 167.42	\$ -	\$ 360.74	\$ 3,597.52
2036	\$ 1,035.76	\$ 2,031.75	\$ 162.54	\$ -	\$ 367.95	\$ 3,598.00
2037	\$ 1,094.94	\$ 1,967.02	\$ 157.36	\$ -	\$ 375.31	\$ 3,594.63
2038	\$ 1,161.53	\$ 1,898.58	\$ 151.89	\$ -	\$ 382.82	\$ 3,594.82
2039	\$ 1,235.51	\$ 1,825.99	\$ 146.08	\$ -	\$ 390.47	\$ 3,598.05
2040	\$ 1,309.49	\$ 1,748.77	\$ 139.90	\$ -	\$ 398.28	\$ 3,596.45
2041	\$ 1,390.88	\$ 1,666.92	\$ 133.35	\$ -	\$ 406.25	\$ 3,597.40
2042	\$ 1,472.26	\$ 1,579.99	\$ 126.40	\$ -	\$ 414.37	\$ 3,593.02
2043	\$ 1,568.43	\$ 1,487.98	\$ 119.04	\$ -	\$ 422.66	\$ 3,598.11
2044	\$ 1,664.61	\$ 1,389.95	\$ 111.20	\$ -	\$ 431.12	\$ 3,596.87
2045	\$ 1,768.19	\$ 1,285.91	\$ 102.87	\$ -	\$ 439.74	\$ 3,596.71
2046	\$ 1,879.16	\$ 1,175.40	\$ 94.03	\$ -	\$ 448.53	\$ 3,597.13
2047	\$ 1,997.53	\$ 1,057.95	\$ 84.64	\$ -	\$ 457.50	\$ 3,597.63
2048	\$ 2,123.30	\$ 933.11	\$ 74.65	\$ -	\$ 466.65	\$ 3,597.71
2049	\$ 2,256.47	\$ 800.40	\$ 64.03	\$ -	\$ 475.99	\$ 3,596.89
2050	\$ 2,397.04	\$ 659.37	\$ 52.75	\$ -	\$ 485.51	\$ 3,594.67
2051	\$ 2,552.40	\$ 509.56	\$ 40.76	\$ -	\$ 495.22	\$ 3,597.94
2052	\$ 2,715.17	\$ 350.03	\$ 28.00	\$ -	\$ 505.12	\$ 3,598.32
2053	\$ 2,885.33	\$ 180.33	\$ 14.43	\$ -	\$ 515.22	\$ 3,595.31
Total^[c]	\$ 40,697.90	\$ 49,196.82	\$ 3,860.57	\$ (939.73)	\$ 11,479.82	\$ 104,295.38

Footnotes:

[a] Interest is calculated at a 6.25% rate per the Financial Advisor's model dated 2/12/2024, and subject to change.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

EXHIBIT B
CITY OF JUSTIN, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Justin, Texas on March 28, 2024, at or after 5:00 p.m. at the Justin City Hall, 415 N. College Avenue, Justin, Texas 76247. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Improvement Area #1 of the Timberbrook Public Improvement District No. 2 (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed improvements to be undertaken at this time (the "Improvement Area #1 Projects") 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 Improvement Area #1 Projects; (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.

The total costs of the Improvement Area #1 Projects, including administrative costs and the costs of issuing bonds, is approximately \$8,968,142.

The boundaries of the District include approximately 155.285 acres of land generally located west of N. Farm to Market Road 156 and north of Farm to Market Road 407, located within the extraterritorial jurisdiction of the City, as more particularly described by a metes and bounds description available at Justin City Hall, 415 N. College Avenue, Justin, Texas 76247 and available for public inspection.

All written or oral objections on the proposed assessments within the District will be considered at the public hearing.

A copy of the proposed Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Improvement Area #1 of the District that benefits from the Improvement Area #1 Projects, is available for public inspection at the office of the City Secretary, 415 N. College Avenue, Justin, Texas 76247.



City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 3. (CONSENT AGENDA)

Title: Consider approving Resolution 653-24 for a Professional Services contract with Code Solutions.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends approval.

Background:

Staff has executed a contract specifically to provide construction plan review services to ensure the Justin Elementary School meets all of the International Building Code Requirements. Staff is asking Council to affirm/approve this contract in order to align with the Justin Elementary School timeline of opening by fall of 2025. Staff found that the total cost of these services will exceed the state threshold once completed (see financial information below). The execution of this contract with Code Solutions Inc. is a strategic decision to address the immediate needs of the Justin Elementary School project. The school has submitted 1,600 pages of building plans and a specialized firm is needed to expedite and also provide the necessary expertise on hardening requirements, storm shelter requirements, TEA ingress and egress requirements. This firm has reviewed over half a dozen schools and other similar facilities. The City also reached out to several other firms. However, this firm was provided the most advantageous proposal and also provided the necessary expertise to expedite this project and deliver the customer service level we demand. Other cities that utilize third-party review services for schools or other commercial facilities: Northlake, Argyle, Keller, Westlake, Southlake, and Roanoke.

Scope of Work:

Under this contract, Code Solutions Inc. will offer plan review services for the new Justin Elementary School, which has already submitted for building permits. These services are aimed at ensuring compliance with various International Codes and the National Electrical Code as

adopted by our jurisdiction. The contract also encompasses limited code consulting services, including support to city staff and review of revisions post-permit issuance if needed.

Project Coordination:

The contract outlines a digital delivery method for permit documents via the Basecamp platform or the city's permitting system, with Code Solutions committing to a 7-day review turnaround. The firm will assign only certified individuals to the project, ensuring high-quality reviews.

Financial Terms:

Due to the extensive nature of the services, particularly for the Justin Elementary School project, the contract fees will exceed the state limit of \$50,000. The fee structure includes a base rate and additional consulting services billed hourly. The expected revenues from the school permit will generate approximately \$383,000, which is roughly 78% of the permit revenue expected for the year. The cost of the third-party review service would be \$124,000. This would still net the City approximately \$259,000.

Permit Revenue Generated FY23-FY24 (dated February 14, 2024): \$283,206.50 (without the school permit)

Permit Revenue Generated FY22-FY23 (the whole year): \$222,460.27

Other Firms:

Staff reached out to the following firms: Ross Inspections, Code Solutions, and Safebuilt.

City Attorney Review: Yes

Attachments:

1. Code Solutions Contract
2. Resolution 653-24 Code Solutions

City of Justin
PROPOSAL
Commercial Plan Review Services

February 6, 2024

Submitted by:

CODE SOLUTIONS INC.

P O Box 1657
Bridgeport, Texas 76426
Phone: 817-379-1129
code.solutions@verizon.net

Client Information:

City of Justin
Payne Randell, CBO
Building Official
415 N College Ave
Justin, TX 76247
prandell@cityofjustin.com

Scope of Work

Code Solutions Incorporated is a provider of third party Plan Review services in Texas.

Plan Review Services -. These services include reviewing commercial and multi-family building permit applications and construction documents for compliance with the following codes as adopted by this jurisdiction:

- International Building Code
- International Existing Building Code
- International Mechanical Code
- International Plumbing Code
- International Fuel Gas Code
- International Energy Conservation Code
- National Electrical Code

Code Consulting Services - Some limited code consulting may be provided by Code Solutions. This service includes.

- Provide technical support to City Staff
- Meeting attendance
- Reviewing revisions after a permit has been issued,
- Other hands on assistance

Exclusions - Code Solutions is a provider of plan review services. The work product provided by Code Solutions only addresses compliance with the adopted building codes. The following areas are outside the scope of work of Code Solutions Inc.

- One, Two or Three family residential building permit applications. These applications are subject to the International Residential Code.
- Design Services - Code Solutions is prohibited from providing design services or contributing to the design professionals' work product. These services do not warrant the accuracy, adequacy, sufficiency or suitability of the plans, specifications, or other construction contract documents.

- Construction Services – Code Solutions Inc. is not contracted to perform construction services or perform any repairs or alterations.
- Other Governmental Requirements - Other governmental requirements and their subsequent reviews by other parties including but not limited to: Zoning, Plating, Landscaping, Tree Preservation, Fire Codes, Health Codes, Storm Water Management, Civil Utility, Site Storm Sewer, Public Works, Water Department issues, Asbestos Abatement, and other codes not listed in scope of work.
- Other state or federal accessibility standards not specifically adopted by the city.

Project Coordination Plan Review

City of Justin staff shall request the desired service in a form agreeable to both the City and Code Solutions. Such a request is to be made by email.

The primary method of delivery of permit documents for review shall be digital. Code Solutions uses the project management application Basecamp where plans and permit information can be shared online and timelines can be tracked. Code Solutions will work with the City of Justin's permit management system upon request.

The City of Justin Building Valuation and Permit Fee Policy will be enforced. In instances where the construction value of a project is undetermined or disputed Code Solutions will defer to the judgment of the City of Justin Building Official.

The completed plan review report shall be delivered directly to City of Justin staff via Basecamp. City of Justin staff will then compile plan review comments from all necessary departments and forward to the applicant.

Applicants shall be allowed to directly communicate with Code Solutions staff. An emphasis on free flow of information must be maintained to adequately serve the development community. Code Solutions will apprise City of Justin Building Official of any disputed requirements and will submit to the resolutions determined by the Justin Building Official. The City of Justin staff shall advise Code Solutions of resolutions of disputes prior to approval of plans.

Plan revisions shall be submitted to the City of Justin by the applicant. Revisions will then be routed to Code Solutions electronically via basecamp.

Once all compliance issues have been addressed, plans will be digitally stamped and plan review comments attached. The approved pdf set of construction plans will be posted on basecamp for Justin staff to download and forward to the permit applicant. The applicant must then print the drawings and provide them on site for the inspectors use.

It shall be the obligation of the City of Justin staff to coordinate the approvals of all other agencies and jurisdictions prior to issuance of the building permit.

Applicants routinely revise construction drawings after a permit has been issued. City of Justin staff shall determine if the revised plans warrant additional plan review. If necessary, City of Justin staff will request the revision to be reviewed. Code Solutions shall review the plan revision and deliver plan review comments. Upon approval of the revised plans Code Solutions will invoice at the hourly rate.

Code Solutions Responsibilities

Code Solutions will perform the plan reviews within 7 days. Plan review results shall be posted on basecamp or the city's permitting software for coordination with the permit applicant.

Code Solutions will assign this work only to individuals who possess ICC certifications in the applicable trade.

Invoicing for plan review service will be submitted upon completion of plan review based on fee schedule. The invoice will be delivered via e-mail to the designated city staff member.

Client Responsibilities

The client is responsible for coordination of plan review services pursuant to this agreement.

City shall provide technical support to maintain City's internet to facilitate permit information file transfers, email and other communications necessary to receive plan review and inspection work product throughout the period of this contract.

The City is responsible for payment of fees agreed to herein to Code Solutions Inc. Payment of fees is to be Net 30 Days of the date of invoice. The City will have the opportunity to pay fees electronically.

Fees:

Plan Review Services	35% Permit Fee with \$300min
Code Consulting	175/hr

Duration

This Agreement shall be for a period of six (6) months beginning on February 6, 2024, and ending 1 year from this date. The City reserves the right to exercise an option to renew this Agreement for two (2) additional one (1) year periods, provided such option is agreed upon by both parties. This agreement may be

terminated at will by either party at any time with no penalty with thirty (30) day written notice.

Limit of Liability:

In recognition of the relative risks and benefits of the proposed work to both the City of Justin and Code Solutions Inc., the risks have been allocated such that the City of Justin agrees, to the fullest extent permitted by law, to limit the liability of Code Solutions Inc., its individual owners, principals, officers, partners, consultants and employees to the City of Justin and/or permit applicants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause including attorneys' fees and costs and expert-witness fees, so that the total aggregate liability of the Code Solutions Inc. to the City of Justin and/or permit applicants shall not exceed Code Solutions' total fee for services rendered on such permit application. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Project Authorization:

Authorization: I agree to the scope of work and the conditions outlined in this agreement. I authorize Code Solutions to perform the services as outlined in the scope of work and agree to pay for the requested services and all related fees.

Below is a signature line for you to indicate your acceptance of this agreement. Upon execution of this agreement Code Solutions Inc. will begin work pursuant to this agreement. Thank you again for considering Code Solutions Inc. if you need additional information, please feel free to call me at 817-379-1129.


~~Payne Randell~~ *Matt Cyr*
~~Building Official~~ *Development Director*
City of Justin

Thank you again.

Tim A. Fleming

Tim A. Fleming, MCP RAS
Code Solutions, Inc.

Confidential
Page 4 of 4

RESOLUTION 653-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS
APPROVING A CONTRACT WITH CODE SOLUTIONS TO PROVIDE REVIEW
SERVICES TO THE CITY OF JUSTIN.**

WHEREAS, the City of Justin has received building permits from Justin Elementary School;
and

WHEREAS, the proposed contract with Code Solutions will provide expedited services for
plan reviews and will also provide the necessary resources to assist the school with opening
before fall of 2025; and

WHEREAS, the City Council will utilize offsetting revenues of the \$383,000 expected permit
fees for the proposed services; and

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

Section 1. That the City Council of the City of Justin approves of the contract with Code
Solutions and of the fiscal mechanisms necessary to for such services.

Section 2. That the City Council of the City of Justin Texas affirms the contract as
already executed by Staff.

Section 3. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin on the 22nd day of February 2024.

ATTEST :

James Clark, Mayor

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney



City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 4. (CONSENT AGENDA)

Title: Consider approving Resolution 654-24 for a final plat for Timberbrook Crossing legally described as Lots 1-4, Block A. Generally located northeast from the intersection of FM 407 and Timberbrook Parkway.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends approval as presented based on the plat meeting all of the requisite regulations.

Background:

On July 25, 2023, City Council approved a Site Plan with a variance to landscaping requirement for the Timberbrook Commercial development. The Applicant is requesting a final plat for Timberbrook Crossing. The plat consists of four commercial lots, which will entail office buildings, a daycare, and medical uses. If approved the Applicant expects to submit Building Permits in early March.

PZ Recommendation:

The Commission will be considering the application on February 20, 2024. This is an effort to ensure Staff meets the deadline of the Applicant.

City Attorney Review: No

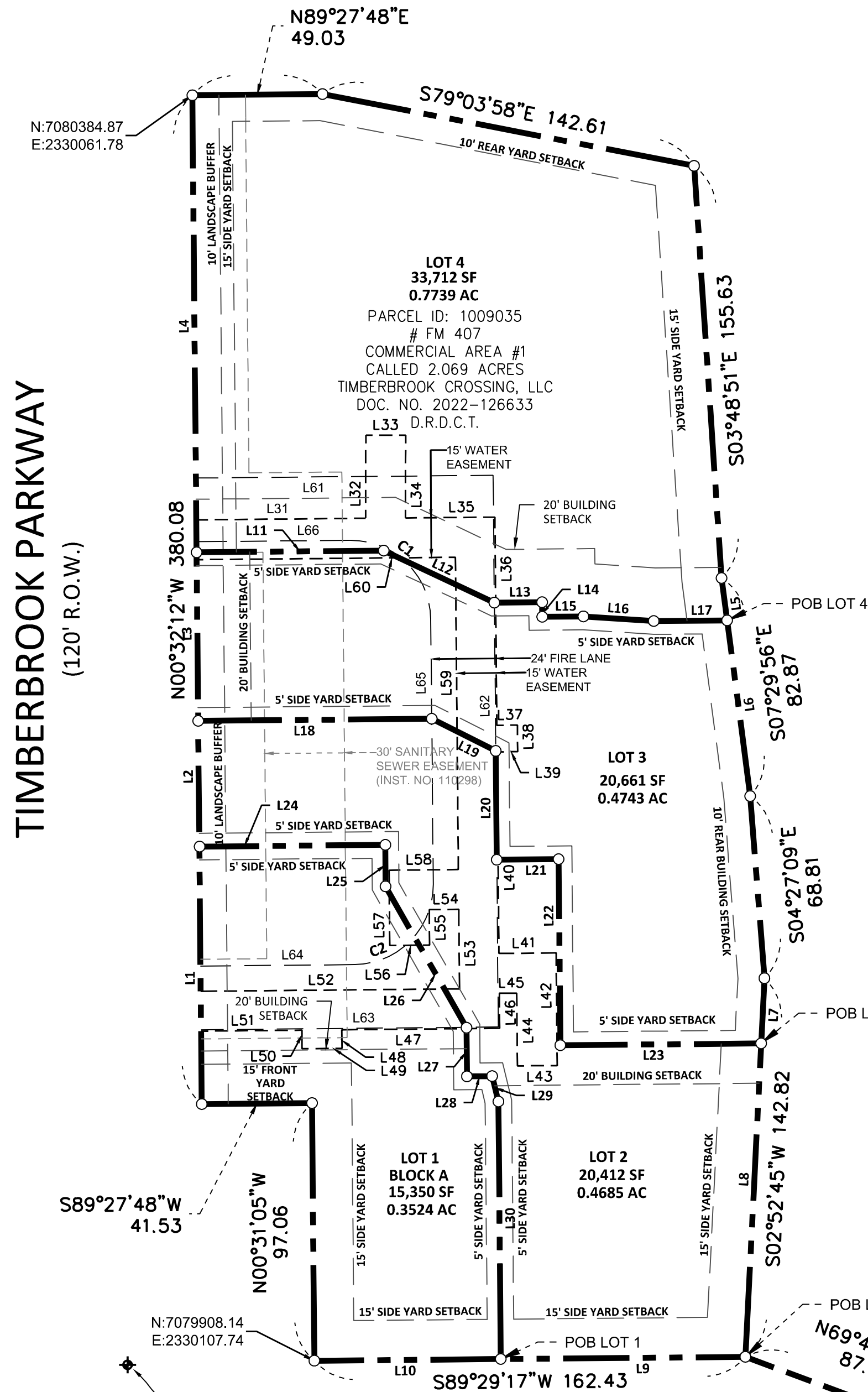
Attachments:

1. Final Plat
2. Timberbrook Crossing Map
3. Resolution 654-24 Timberbrook Crossing

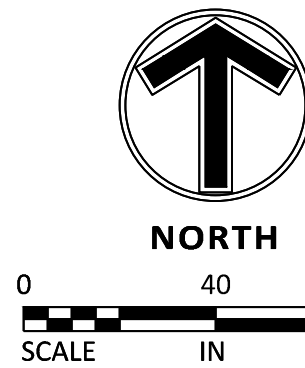
NO	DATE	BY	CKD	APPR	COMMENT

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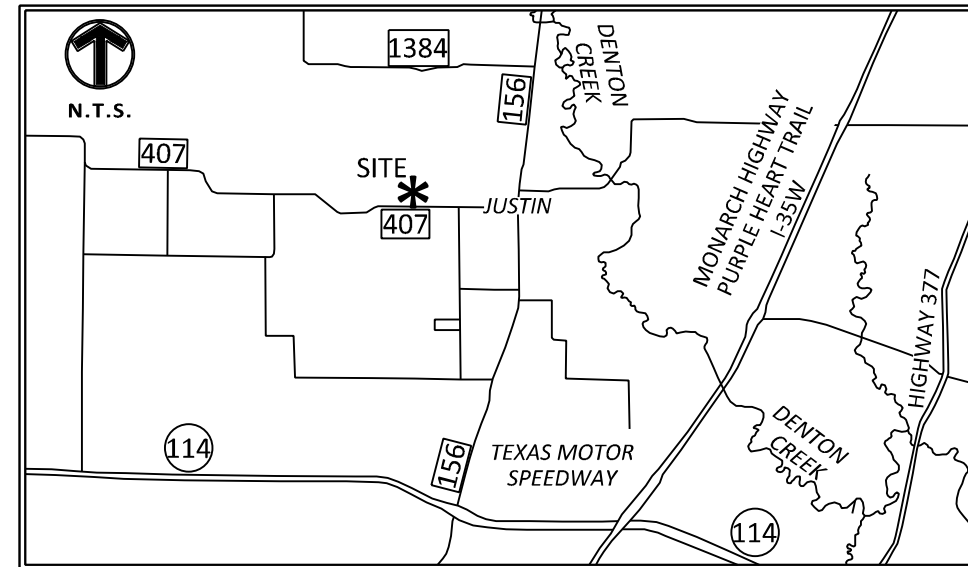
PARCEL ID: 983714
(REMAINDER OF)
TRACT 1
CALLED 186.362 ACRES
BLOOMFIELD HOMES, LP
DOC. NO. 2021-106330, D.R.D.C.T.



PARCEL ID: 68280
10520 F.M. 407
FIRST TRACT, CALLED 45 ACRES
RAYMOND A. HADDOCK & ELSE LOU HADDOCK
DOC. NO. 2011-19599, D.R.D.C.T.



VICINITY MAP



SITE DATA

AREA		
GROSS SITE AREA	90,128.21 SF	2.07 AC
NET SITE AREA	90,128.21 SF	2.07 AC
LOT SUMMARY		
LOT 1 SIZE	15,347 SF	0.3523 AC
LOT 2 SIZE	21,114 SF	0.4847 AC
LOT 3 SIZE	19,958 SF	0.4582 AC
LOT 4 SIZE	33,712 SF	0.7739 AC

LEGEND

● FOUND MONUMENT	— BOUNDARY LINE	--- EASEMENT LINE
○ FOUND CAST IRON MONUMENT	— RIGHT-OF-WAY LINE	--- SETBACK LINE
⊙ FOUND RIGHT-OF-WAY MONUMENT	--- UNDERLYING / ADJACENT LOT TIE LINE	--- RESTRICTED ACCESS TREE LINE
○ SET 5/8" MARKED "SAMBATEK"	--- SECTION LINE	--- CONCRETE CURB
○ SET CIM	--- PLAT DISTANCE (100.00)	--- BUILDING LINE
⊗ GATE VALVE / HYDRANT	--- WATERMAIN	--- BUILDING CANOPY
⊙ SANITARY MANHOLE	--- SANITARY SEWER	--- BITUMINOUS SURFACE
⊙ CLEAN OUT	--- STORM SEWER	--- CONCRETE SURFACE
⊙ STORM MANHOLE	--- UNDERGROUND ELECTRIC	
⊙ STORM CATCH BASIN	--- UNDERGROUND TELEPHONE	○ DECIDUOUS TREE
△ FLARED END SECTION	--- UNDERGROUND GAS	○ CONIFEROUS TREE
△ TRANSFORMER	--- OVERHEAD ELECTRICAL WIRE	○ SPOT ELEVATION
★ LIGHT	--- CHAIN LINK FENCE	--- CONTOUR
✓ GUY ANCHOR	--- WOOD FENCE	
⊙ UTILITY POLE	--- WIRE FENCE	
⊙ GUARD POST	--- WET LAND	
⊙ SIGN	--- RETAINING WALL	--- SOIL BORING
⊙ GAS METER	--- BLOCK RETAINING WALL	--- REGULAR PARKING
⊙ GAS MANHOLE	--- STONE RETAINING WALL	--- STALL COUNT
⊙ ELECTRIC MANHOLE	--- POND / WATER LINE	--- TRAFFIC MARKERS
⊙ ELECTRIC METER	--- FEMA FLOOD ZONE LINE	
⊙ TELEPHONE PEDESTAL	--- CITY LIMIT LINE	
⊙ CABLE TV BOX	--- EXIST. FLOW DIRECTION	
⊙ COMMUNICATIONS MANHOLE	--- POB POINT OF BEGINNING	
	--- POC POINT OF COMMENCEMENT	
	--- ROW RIGHT OF WAY	

OWNER/DEVELOPER
TIMBERBROOK CROSSING, LLC
2819 EXCHANGE BLVD
SOUTHLAKE, TEXAS 76092
TEL: (252) 626-5279
CONTACT: STEVE SCHREIBER

ENGINEER/SURVEYOR
SAMBATEK
13355 NOEL ROAD, SUITE 1100 DALLAS, TEXAS 75240
TEL: (972) 836-3190
ENGINEER CONTACT: CONNOR MURRELL
SURVEYOR CONTACT: LONDON RYON

LOT LINE TABLE		
LINE ID	LENGTH	DIRECTION
L1	97.01	N0°32'12"W
L2	47.36	N0°32'12"W
L3	63.50	N0°32'12"W
L4	172.21	N0°32'12"W
L5	16.09	S7°29'56"E
L6	66.78	S7°29'56"E
L7	24.58	S2°52'45"W
L8	118.24	S2°52'45"W
L9	92.18	S89°29'17"W
L10	70.24	S89°29'17"W
L11	70.50	N89°27'48"E
L12	46.07	S64°48'21"E
L13	18.00	N89°27'48"E
L14	5.50	S0°32'12"E
L15	15.50	N89°27'48"E
L16	26.58	S86°13'14"E
L17	27.64	N89°27'48"E
L18	88.00	N89°27'48"E
L19	27.00	S63°17'18"E
L20	41.00	S0°32'12"E

LOT LINE TABLE		
LINE ID	LENGTH	DIRECTION
L21	23.31	N89°27'32"E
L22	70.11	S0°32'11"E
L23	75.66	N89°27'53"E
L24	70.08	N89°27'48"E
L25	15.64	S0°13'40"E
L26	61.36	S29°48'18"E
L27	18.33	S0°32'12"E
L28	9.50	N89°27'48"E
L29	9.87	S13°52'32"E
L30	97.00	S0°31'05"E
L31	63.81	N89°28'20"E

WATER EASEMENT TABLE		
LINE ID	LENGTH	DIRECTION
L31	63.81	N89°28'20"E
L32	31.18	N0°07'01"E
L33	15.00	S89°52'59"E
L34	31.18	N0°07'01"E
L35	33.69	N89°28'20"E
L36	78.43	S0°32'01"E
L37	7.74	N89°27'48"E
L38	10.00	S0°32'12"E
L39	7.74	S89°27'48"W
L40	75.97	S0°32'12"E
L41	21.54	N89°27'48"E
L42	42.42	S0°32'12"E
L43	15.00	S89°27'48"W
L44	27.42	N0°32'12"W
L45	6.54	S89°27'48"W
L46	13.19	S0°32'12"E
L47	59.50	S89°27'48"W
L48	7.00	S0°32'12"E
L49	15.00	S89°27'48"W
L50	7.00	N0°32'12"W

WATER EASEMENT TABLE		
LINE ID	LENGTH	DIRECTION
L51	38.00	S89°27'48"W
L52	97.50	N89°27'48"E
L53	29.94	N0°32'12"W
L54	11.12	S89°27'48"W
L55	13.36	S0°32'12"E
L56	15.00	S89°41'29"W
L57	28.30	N0°32'12"W
L58	26.12	N89°27'48"E
L59	117.65	N0°32'08"W
L60	97.50	S89°28'20"W

FIRE LANE LINE TABLE		
LINE ID	LENGTH	DIRECTION
L61	112.00	S89°27'48"W
L62	207.86	N0°32'12"W
L63	112.00	N89°27'48"E
L64	58.00	N89°27'48"E
L65	99.86	N0°32'12"W
L66	58.00	S89°27'48"W

FIRE LANE CURVE TABLE					
CURVE ID	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	47.12	30.00	90°00'02"	42.43	N45°32'10"W
C2	47.12	30.00	90°00'00"	42.43	N44°27'48"E

THIS PLAT FILED AS INSTRUMENT NO. D _____, DATE _____

FINAL PLAT OF TIMBERBROOK CROSSING LOTS 1-4, BLOCK A

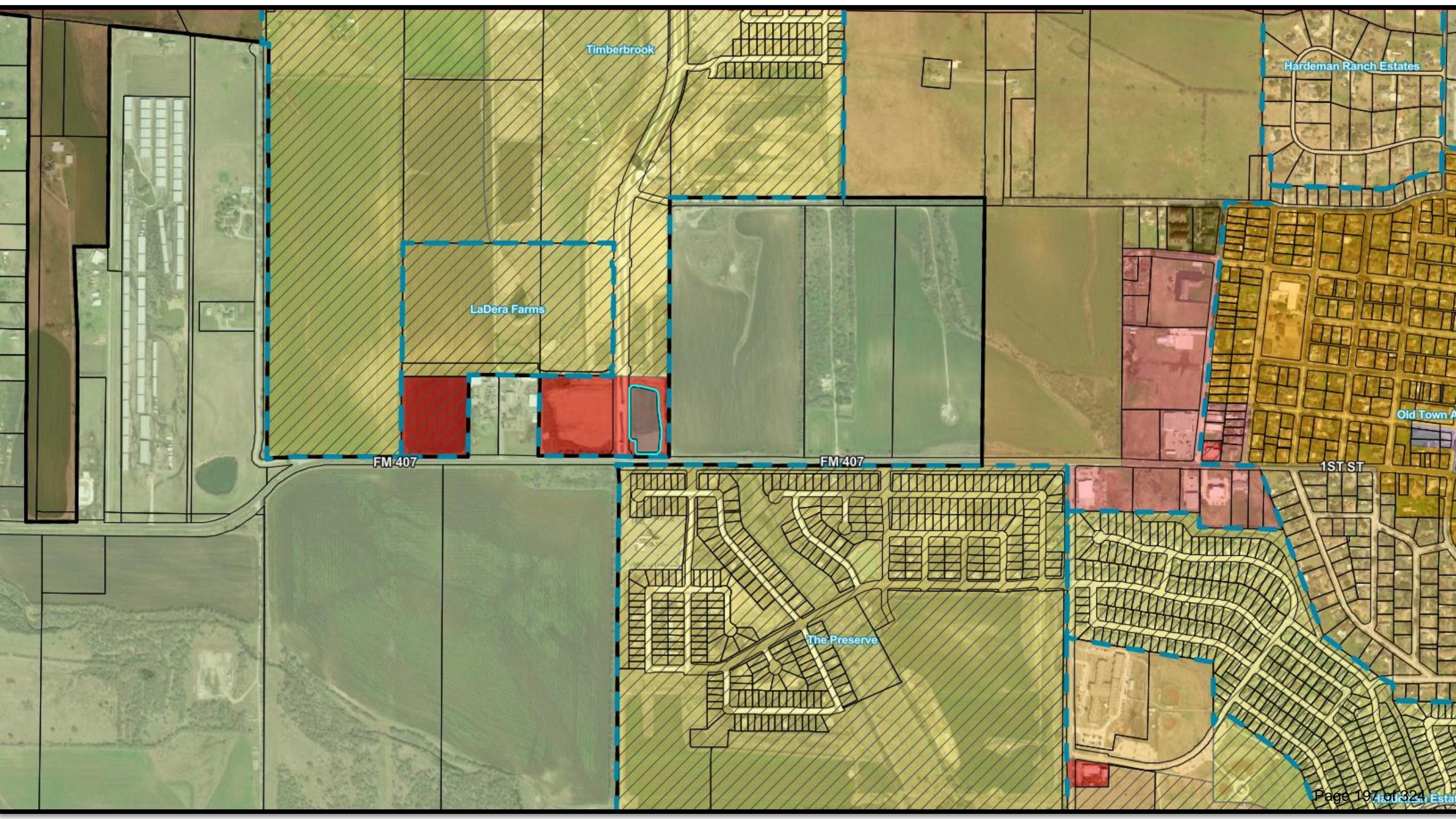
SITUATED IN THE
MARGARET GARNETT SURVEY, ABSTRACT NO. 439
CITY OF JUSTIN, DENTON COUNTY, TEXAS

SHEET
1
1 OF 2



STATE PROJECT NO.
STANDARD PROJECT NO.
CERTIFICATE PROJECT NO.
CONSTRUCTION PROJECT NO.

DRAWN BY
DESIGNED BY
CHECKED BY
PROJECT NO.



Timberbrook

Hardeman Ranch Estates

LaDera Farms

FM 407

FM 407

1ST ST

Old Town A

The Preserve

RESOLUTION NO. 654-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING A FINAL PLAT FOR TIMBERBROOK CROSSING, LEGALLY DESCRIBED AS LOTS 1-4, BLOCK A. GENERALLY LOCATED NORTHEAST FROM THE INTERSECTION OF FM 407 AND TIMBERBROOK PARKWAY.

WHEREAS, the Planning and zoning Commission has gave it's recommendation 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 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 2. This Resolution shall take effect immediately upon its passage and attached as "Exhibit" A

DULY PASSED by the City Council of the City of Justin, Texas, on the 22nd day of February 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider and take appropriate action upon Ordinance 770-24 on first reading approving the Water Conservation Plan.

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

Staff recommends approval of Water Conservation Plan Ordinance 770-24

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.

Additionally, the City of Justin’s commitment to water conservation and drought contingency planning, highlighting key elements and a systematic approach as outlined below:

1. Regulatory Compliance:

- The City of Justin recognizes and adheres to the regulatory requirements set by TCEQ and TWDB, which mandate updates to Water Conservation & Drought Contingency Plans every 5 years.
- The commitment to regular updates demonstrates a proactive stance in responding to evolving environmental conditions and water management practices.

2. Technical Assistance & Outreach:

- Upper Trinity actively engages in providing technical assistance and outreach to its customers.
- This approach ensures a unified and consistent plan, fostering awareness among both residents and businesses about the importance of water conservation and drought preparedness.

3. Timeline for Adoption:

- The state’s and Upper Trinity’s deadline for adopting the Water Conservation & Drought Contingency Plans is set before May 1, 2024,

4. Implementation of Plans:

- Following the adoption of the plans, The City of Justin commits to a coordinated effort among staff to communicate and implement the proposed measures.

5. Water Conservation Program:

- The plan includes the creation of a Water Conservation Program, indicating a forward-looking and comprehensive strategy beyond mere regulatory compliance.
- The program is intended to encompass a range of initiatives aimed at reducing water consumption and promoting sustainable water use practices.

6. Alignment with Strategic Pillars:

- The Water Conservation Program aligns with the Excellence in Operations and Community Engagement Strategic Pillars adopted by the Council.
- This integration reflects a holistic approach, ensuring that water conservation efforts contribute to broader community goals and priorities.

The City of Justin is committed to its proactive stance, community engagement, and strategic alignment

with local priorities. The Water Conservation Plan, including regular updates, outreach, and program implementation, demonstrates a commitment to sustainable water management practices in the face of environmental challenges.

City Attorney Review: Yes

Attachments:

1. Water Conservation Plan Ordinance 2024

THE CITY OF JUSTIN

ORDINANCE NO. 770-24

AN ORDINANCE AMENDING CHAPTER 48, UTILITIES, ARTICLE IV, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE CITY OF JUSTIN CODE OF ORDINANCES; PROVIDING PLAN OBJECTIVES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Justin City Council finds that conservation of water and protection of water supplies is crucial to sustaining the quality of life of the residents and businesses of the City of Justin; and

WHEREAS, the City of Justin Water Contract with the Upper Trinity Regional Water District requires that the City of Justin institute and apply the same rationing, conservation measures, or restrictions to the use of water by City of Justin customers for so long as any part of City of Justin's total water supply is being furnished by Upper Trinity Regional Water District; and

WHEREAS, The City Council desires to comply with the Upper Trinity Regional Water District Water Contract and TCEQ regulations concerning drought contingency planning.

WHEREAS, the City of Justin recognizes that the amount of water available to the City and its water customers is limited and subject to depletion during periods of extended drought; and

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

SECTION 1: That the City Council of Justin, Texas, hereby adopts Ordinance 770-24 as the official Water Conservation Plan of the City of Justin.

SECTION 2: It is hereby declared to be the intention of the Justin City Council of the City of Justin, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Justin City Council of the City of Justin without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 3: The City Manager or their designee is hereby directed to file a copy of the Water Conservation and Drought Contingency Plan and this Ordinance with the Texas Commission on Environmental Quality in accordance with Title 30, Chapter 238 of the Texas Administrative Code.

SECTION 4: In addition to and accumulative of all other penalties, the City of Justin shall have the right to seek injunctive relief for any and all violations of this ordinance.

SECTION 5: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

SECTION 6: That all provisions of Section 48, not hereby amended, shall remain in full force and effect.

SECTION 7: That Chapter 48, Article IV of the City of Justin Code of Ordinances is hereby amended to read as follows:

SECTION 48-106.1 - 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. The 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. The 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 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.

48-106.1.1 Texas Commission on Environmental Quality Rules

TCEQ rules governing the development of water conservation plans for Public Water Suppliers, such as 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 that City of Justin implement a landscape water management ordinance as part of the Plan. (Section 5.6)
- *Reservoir Systems Operational Plan:* If applicable, provide 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 after 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 to control water loss. (Section 6.1)

- *Wholesale Customer Requirements:* If applicable, a requirement in every wholesale water supply contract entered 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 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 City of Justin’s Drought Contingency Plan.

SECTION 48-106.2 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 City of Justin will also be provided to UTRWD.

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

SECTION 48-106.3 Record Management System

City of Justin's current record management system can 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 City of Justin upgrades its software, which is expected to occur [approximate date], 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 48-106.4 Water Conservation Planning Goals

TCEQ rules require the adoption of specific water conservation goals as part of the Plan. The 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 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 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 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 2029	10-yr Goal for year 2034
Total GPCD ¹	175.58	175.6	220.6	273.02
Residential GPCD ²	140	142.7	164.33	198.49
Water Loss (GPCD) ³	0.10	0.10	0.13	0.14
Water Loss (%) ⁴	24.1%	20%	15%	10%

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 48-106.5 Basic Water Conservation Strategies

This section outlines the 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.

48-106.5.1 Accurate Supply Source Metering

The city of Justin uses the following source(s) of water: surface water supplied by UTRWD. For surface water, UTRWD measures all water delivered to 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%).

48-106.5.2 Universal Metering, Meter Testing and Repair and Periodic Meter Replacement

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

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. 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.

The City of Justin understands the benefits of Advanced Metering Infrastructure (AMI), including greater customer service opportunities and alerting retail customers of potential leaks. The City of Justin implemented AMI in 2023.

(Further describe program as necessary)

48-106.5.3 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 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 City of Justin is to maintain its water loss below fifteen percent (15%) annually. If water loss exceeds this goal, 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. The City of Justin will complete the water loss audit every year, annually, 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)

48-106.5.4 Continuing Public Education and Information Program

The ultimate success of any water conservation program depends 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. 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. The City of Justin works in collaboration with UTRWD to provide this information. 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 City of Justin's staff using material obtained from UTRWD, Texas A&M AgriLife, 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 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 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 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)

48-106.5.5 Non-Promotional Water Rate Structure

The 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.

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 of 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.

48-106.5.6 Landscape Water Management Program/Ordinances

The 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. City of Justin has implemented the following landscape water management strategies:

- *Watering Maximum of Two Days Per Week.* Limit outdoor watering (automatic systems or hose-end sprinklers) to no more than two (2) days 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. on any day of the year. Watering with hand-held hoses, soaker hoses or drip irrigation systems is allowed at any time.

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 will be actively promoted by City of Justin through public information programs and enforcement for mandatory compliance by its customers.

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, 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, City of Justin and UTRWD have implemented the ‘Water My Yard’ outdoor watering management program to 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 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 I, Chapter 344).*
- *Enforce strategies by a system of warnings followed by fines for continued or repeated violations.*

48-106.5.7 Reservoir Systems Operations Plan

Not applicable to City of Justin because 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 48-106.6 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 after the effective date of this Plan must include the elements below.

48-106.6.1 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. The 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 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 day 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 The Development Board, or has more than 3,300 connections, is 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 provides in-person training and is also required to make the training available on the TWDB website.

48-106.6.2 Water Conservation Plans by Wholesale Customers

Not applicable to City of Justin because City of Justin does not have any successive wholesale customers.

OR

City of Justin received authorization from the UTRWD Board of Directors on [Date] to provide wholesale water services to [name entities]. 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, 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 a contract to provide wholesale service, entities are required to gain authorization from the UTRWD Board of Directors.

SECTION 48-106.7 Additional Water Conservation Strategies

The City of Justin has selected the following additional water conservation strategies, described below, to achieve the water conservation goals of the plan.

48-106.7.1 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. The City of Justin has or will incorporate these plumbing code standards into its building regulations.

Over the next five (5) years, 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.

48-106.7.2 Reuse and Recycling of Wastewater and / or Gray Water

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

48-106.7.3 Pressure Control Program

The 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.

48-106.7.4 Means for Measuring Success

The 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 City of Justin's water conservation program. The results will also be regularly reported to UTRWD.

48-106.7.5 Water Conserving Landscaping

As part of its public education program, the 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.

48-106.7.6 Watershed Protection

Protecting our watershed is a priority 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.

The 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 City of Justin, use. The 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.

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

48-106.7.7 Irrigation System Evaluations / Technical Assistance

To improve water conservation and efficiency in landscape watering practices, City of Justin, in cooperation with UTRWD, provides technical assistance to retail customers (residential, industrial, commercial, and institutional). The 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.

48-106.7.8 Industrial, Commercial, and Institutional (ICI) Audits

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. The city of Justin may promote this to ICI customers to encourage water use reduction.

48-106.7.9 In-House Water Conservation Efforts

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

- The City of Justin uses native or adapted drought tolerant plants, trees, and shrubs in many of its landscapes.
- Irrigation at 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.

48-106.7.10 Water Conservation Coordinator

UTRWD requires each Customer, such as City of Justin, to 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 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 City of Justin's conservation program.

SECTION 48-106.8 Implementation and Enforcement

A copy of 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 to the Plan as needed.

SECTION 48-106.9 Coordination with Regional Water Planning Group and UTRWD

The 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. The 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, 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 City of Justin's Plan.

SECTION 48-106.10 Review and Update of Water Conservation Plan and Annual Reports

As required by TCEQ rules, the 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 the 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, 2029. 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.

The 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 City of Justin’s progress in implementing its water conservation plan. Said report will be used to monitor the effectiveness and efficiency of 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. The City of Justin will send a copy of the annual report to UTRWD by March 31 of each year.

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 22nd DAY OF FEBURARY, 2024.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE ____ DAY OF _____, 2024.

APPROVED:

JAMES CLARK,
MAYOR

ATTEST:

BRITTANY ANDREWS,
CITY SECRETARY

APPROVED AS TO FORM:

MATTHEW BOYLE
CITY ATTORNEY



City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider and take appropriate action upon Ordinance 771-24 on the first reading approving the Drought Contingency Plan.

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

Staff recommends approval of the Drought Contingency Plan Ordinance 771-24

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.

Additionally, the City of Justin’s commitment to water conservation and drought contingency planning, highlighting key elements and a systematic approach as outlined below:

1. Regulatory Compliance:

- The City of Justin recognizes and adheres to the regulatory requirements set by TCEQ and TWDB, which mandate updates to Water Conservation & Drought Contingency Plans every 5 years.
- The commitment to regular updates demonstrates a proactive stance in responding to evolving environmental conditions and water management practices.

2. Technical Assistance & Outreach:

- Upper Trinity actively engages in providing technical assistance and outreach to its customers.
- This approach ensures a unified and consistent plan, fostering awareness among both residents and businesses about the importance of water conservation and drought preparedness.

3. Timeline for Adoption:

- The state’s and Upper Trinity’s deadline for adopting the Water Conservation & Drought Contingency Plans is set before May 1, 2024,

4. Implementation of Plans:

- Following the adoption of the plans, The City of Justin commits to a coordinated effort among staff to communicate and implement the proposed measures.

5. Water Conservation Program:

- The plan includes the creation of a Water Conservation Program, indicating a forward-looking and comprehensive strategy beyond mere regulatory compliance.
- The program is intended to encompass a range of initiatives aimed at reducing water consumption and promoting sustainable water use practices.

6. Alignment with Strategic Pillars:

- The Water Conservation Program aligns with the Excellence in Operations and Community Engagement Strategic Pillars adopted by the Council.
- This integration reflects a holistic approach, ensuring that water conservation efforts contribute to broader community goals and priorities.

The City of Justin is committed to its proactive stance, community engagement, and strategic alignment

with local priorities. The Water Conservation Plan, including regular updates, outreach, and program implementation, demonstrates a commitment to sustainable water management practices in the face of environmental challenges.

City Attorney Review: Yes

Attachments:

1. Drought Contingency Plan Ordinance 2024

THE CITY OF JUSTIN

ORDINANCE NO. 771-24

AN ORDINANCE AMENDING CHAPTER 48, UTILITIES, ARTICLE IV, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE CITY OF JUSTIN CODE OF ORDINANCES; PROVIDING PLAN OBJECTIVES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Justin City Council finds that conservation of water and protection of water supplies is crucial to sustaining the quality of life of the residents and businesses of the City of Justin; and

WHEREAS, the City of Justin Water Contract with the Upper Trinity Regional Water District requires that the City of Justin institute and apply the same rationing, conservation measures, or restrictions to the use of water by City of Justin customers for so long as any part of City of Justin's total water supply is being furnished by Upper Trinity Regional Water District; and

WHEREAS, The City Council desires to comply with the Upper Trinity Regional Water District Water Contract and TCEQ regulations concerning drought contingency planning.

WHEREAS, the City of Justin recognizes that the amount of water available to the City and its water customers is limited and subject to depletion during periods of extended drought; and

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

SECTION 1: That the City Council of Justin, Texas, hereby adopts Ordinance 771-24 as the official Drought Contingency Plan of the City of Justin.

SECTION 2: It is hereby declared to be the intention of the Justin City Council of the City of Justin, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Justin City Council of the City of Justin without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 3: The City Manager or their designee is hereby directed to file a copy of the Water

Conservation and Drought Contingency Plan and this Ordinance with the Texas Commission on Environmental Quality in accordance with Title 30, Chapter 238 of the Texas Administrative Code.

SECTION 4: In addition to and accumulative of all other penalties, the City of Justin shall have the right to seek injunctive relief for any and all violations of this ordinance.

SECTION 5: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

SECTION 6: That all provisions of Section 48, not hereby amended, shall remain in full force and effect.

SECTION 7: That Chapter 48, Article IV of the City of Justin Code of Ordinances is hereby amended to read as follows:

SECTION 48-108.1 Introduction and Objectives

The purpose of this Drought Contingency Plan (the “Plan”) is to provide for drought contingency measures for the 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.

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 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.

The 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 ensure 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 48-108.2 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 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 Mgmt. 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 48-108.3 Public Involvement

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 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 48-108.4 Provisions for Continuing Public Education and Information

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 City of Justin website.
- Include information about this Plan and water conservation on the 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 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, 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 City of Justin website and in billing inserts.

SECTION 48-108.5 Authorization

The City Manager, 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, 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 by this Ordinance.

SECTION 48-108.6 Application

The provisions of this Plan shall apply to all persons, customers and property utilizing water provided by 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 48-108.7 Drought Contingency Plan - Emergency Response Stages

The City Manager, 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 City of Justin to deliver treated water to its customers and / or the ability of UTRWD to deliver treated water to City of Justin. Water supply and / or demand conditions are monitored by both City of Justin and UTRWD on a regular basis to determine when conditions warrant initiation or termination of a drought response stage.

48-108.7.1 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 City of Justin website and other appropriate methods as described in Section 3 above.
- Unless otherwise implemented by UTRWD, 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
- The 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, 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, or official designee, may implement

contingency measures based on local conditions affecting 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 considered when deciding about such stages, including circumstances unique to 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 this decision will be documented and communicated to UTRWD for the record.

48-108.7.2 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 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 drought response stage has been terminated and
- The City of Justin will also notify the Executive Director of the TCEQ within five (5) business days.

The City Manager, 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 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 this decision will be documented and communicated to UTRWD for the record.

48-108.7.3 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 City of Justin; or
- The water supply system has significant limitations 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 uses 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 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 City of Justin's City Manager, or official designee. The City Manager, 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 their 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 City of Justin and intensify efforts on leak detection and repair.
- Be alert to internal non-essential water use by 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 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 uses 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 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, or official designee. The City Manager, 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 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.
- 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 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 City of Justin on water pipes and mains.
- Reduce internal water use by 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).

- The establishment of new sod and other landscaping plants is prohibited.
- Initiate engineering studies to evaluate alternatives to mitigate drought conditions should conditions worsen.
- The 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.

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 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 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 uses 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 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 use as provided below. Specific measures to be implemented during this stage will be determined by the City Manager, or official designee. The City Manager, 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 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.
- 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 they are 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 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 twenty percent (20%) for all water use over the adopted rates. The surcharge could apply to usage more than 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 City of Justin or UTRWD.

SECTION 48-108.8 Variances

The City Manager, 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, or official designee. However, no variances shall be granted under any circumstance if 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 will be taken to reduce water use.
- Other pertinent information.

SECTION 48-108.9 Enforcement

Mandatory water use restrictions are imposed in Stages 1, 2 and 3 of the Plan. These mandatory waters 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 City of Justin may request the resident to disconnect its irrigation system; or, if the resident doesn't comply with said request, the City of Justin may disconnect said irrigation system. In addition, City of Justin may post notification of violation with reconnection fees and possible monetary penalties.
- On the third violation, the City of Justin will disconnect the water service and post notification of violation with reconnection fees, fines and / or citations.
- The 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 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 48-108.10 Coordination with Regional Water Planning Group, UTRWD and Others

The 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. The 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, 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 City of Justin's Plan.

SECTION 48-108.11 Review and Update of Drought Contingency Plan

As required by TCEQ rules, 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 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 no later than 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 48-108.12 Drought Contingency Plans for Privately Owned Water Utilities

Any privately owned or independent water utilities that are located within the service area of 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.

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 22nd DAY OF FEBURARY, 2024.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE ____ DAY OF _____, 2024.

APPROVED:

**JAMES CLARK,
MAYOR**

ATTEST:

**BRITTANY ANDREWS,
CITY SECRETARY**

APPROVED AS TO FORM:

**MATTHEW BOYLE
CITY ATTORNEY**



City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 7. (CONSENT AGENDA)

Title: Consider approving Resolution 657-24 for a Professional Services Agreement with Gradient Solutions Corporation.

Department: Administration

Contact: Josh Armstrong, Finance Director

Recommendation:

Approve Resolution 657-24 as presented.

Background:

In 2021, the city entered into an agreement with Calvin Webb, CPA for various accounting projects and questions related to accounting practices. For many years Cal Webb has operated under Cal Webb, CPA and Gradient Solutions. Mr. Webb has chosen to only offer consulting services under Gradient Solutions from this time forward. We are updating the Master Professional Services Agreement under the Gradient Solutions. The scope of services has not changed, and any project terms will be outlined in a work authorization agreement. There will be no net budget impact or operations changes with this new agreement.

City Attorney Review: Yes

Attachments:

1. GRADIENT MPSA JUSTIN DRAFT
2. Resolution 657-24 Gradient Solutions

MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between the City of Justin, TX (“Client”) and Gradient Solutions Corporation (the “Consultant” or “Contractor”), of Mansfield, Texas, a Texas corporation, to be effective as of the 22th day of February, 2024 (“Effective Date”) with respect to certain consulting services detailed herein to be performed by the Consultant for Client.

ARTICLE I

RETENTION OF THE CONSULTANT

The Consultant is being retained to provide services described below to Client based on the Consultant’s demonstrated competence and requisite qualifications to perform the scope of the services described herein. Client agrees to and hereby does retain the Consultant, as an independent contractor, and the Consultant agrees to provide the services to Client, upon the terms and conditions provided in this Agreement.

ARTICLE II

SCOPE OF SERVICES

The Consultant covenants and agrees to provide those services listed in the Scope of Services, as detailed in Appendix A, attached hereto and incorporated herein for all purposes (the “Services”) as may be agreed upon in a Work Authorization, as later defined. The Consultant agrees that the Services provided will be performed in a professional manner in accordance with the standards of the consulting industry and complete in all respects. Client will issue a Work Authorization as shown in Appendix B (“Work Authorization”) to Consultant as may be necessary from time to time to engage the Services. Each Work Authorization and each term therein are hereby incorporated into the Agreement verbatim as if specifically set out herein.

Client acknowledges and agrees that it shall be its responsibility to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in the Services delivered to Client. Client agrees to accept full and exclusive responsibility for any and all implementation decisions and other actions taken to effect the adoption or execution of recommendations identified and developed through the Services, and for the results of those decisions and actions.

Consultant is retained only for the purposes set forth in the Agreement. As a prerequisite to Consultants’ delivery of Services, Client shall (i) fulfill the client responsibilities and ensure that all Assumptions are accurate; (ii) provide Consultant with reliable, accurate and complete information, as required; (iii) make timely decisions and obtain required management approvals; and (iv) furnish Consultant’s personnel with a suitable office environment and adequate resources and supplies, as needed. In addition, Consultant shall be entitled to rely on all Client decisions and approvals made independently of this Agreement and/or prior to its execution by the parties. If such responsibilities are not met, Consultant may not be able to perform the engagement or to do so in a timely fashion. Nothing in this Agreement shall require Consultant to evaluate, advise on, modify, confirm, or reject such decisions and approvals, except as expressly agreed to in the Work Authorization.

ARTICLE III

TERM

The Consultant shall commence work immediately upon receipt of a written Notice to Proceed issued by Client. This Agreement shall remain in effect until the completion of the Services, (the “Termination Date”), unless earlier terminated as provided herein. However, this agreement can be renewed by the parties executing a new Work Authorization as shown in Appendix B, and

attaching it to a copy of this agreement. This Agreement shall be deemed terminated, and the independent contractor relationship between the Consultant and the Client severed, by either party by providing ninety (90) days written notice to the other party subject to termination provisions in any Work Authorization. Upon any termination Client shall promptly pay Consultant for fees and reimbursable expenses incurred to the Effective Date of termination.

ARTICLE IV COMPENSATION

1. **Compensation.** As sole and sufficient compensation for the Services under this Agreement, the Client agrees to pay and the Consultant agrees to accept the compensation as reflected on the executed individual Work Authorization as shown in Appendix B. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide and/or deliver the Services, including materials, training, equipment used, and overhead expenses. The compensation quoted in the Work Authorizations does not include taxes. Consultant shall bill the Client for all applicable sales, use, excise, value added and other taxes associated with your receipt of the services and deliverables hereunder, excluding taxes on Consultant's income.

2. **Reimbursement.** The Consultant shall be entitled to reimbursement for reasonable, ordinary and necessary business expenses incurred in the performance of Consultant's duties hereunder for such items as travel, lodging, meals and other out-of pocket, including parking, mileage and tolls, reasonable report production, printing cost, duplication costs and direct supplies used during the course of performing the Services.

3. **Invoicing.** The Consultant shall document the Services rendered and the expenses which may be reimbursed hereunder by providing Client with invoices dated approximately the last day of each month. Each invoice shall describe the Services performed and reimbursable expenses incurred by the Consultant from the first day of the month through the last day of that month. Consultant shall invoice Client in accordance with the billing schedule in the Work Authorization and Client shall pay invoices within thirty (30) days of receipt.

If Client disputes any invoice Client shall timely pay the undisputed portion and promptly notify Consultant in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously. In the event the dispute is not resolved within thirty (30) days after receipt by Consultant of the notice of such dispute, Consultant may suspend performance of the Services, without limitation or waiver of any other right or remedy available under this Agreement or at law.

ARTICLE V RELATIONSHIP BETWEEN THE PARTIES

The parties hereto recognize that the governing body and executive management team shall manage the business and affairs of Client and that the relationship between Client and Consultant shall be one of independent contractor. The Consultant acknowledges and agrees that it and its staff shall not be considered an employee of Client for any purpose.

Neither party shall have any authority to enter into any contract with or otherwise obligate the other to any third party without the express written authorization of the other party. Under no circumstances shall the Consultant represent to suppliers, contractors or any other parties that it or its employees are employed by Client or that they serve Client in any capacity other than as an independent contractor.

In the performance of any and all Services under this Agreement, the Consultant as an independent contractor has the sole right to supervise, manage, operate, control, delegate, and direct the performance of the details incident to the Services. Neither the Consultant, nor its staff, shall be entitled to any insurance, pension, vacation, sick leave or other benefits customarily afforded to employees of Client. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for Client whatsoever with respect to the liabilities, obligations or acts of the Consultant or any other person. Client acknowledges that the services to be rendered by Consultant are not exclusive to Client, and Consultant may provide similar services to other clients.

Client shall accept deliverables which conform to the requirements of the Work Authorization. Client will promptly give Consultant notification of any non-conformance of the deliverables with such requirements ("Non-conformance"), and Consultant shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the deliverable before acceptance, fails to promptly notify Consultant of any Non-conformance, or unreasonably delays the acceptance of deliverables, then the deliverable shall be considered accepted by the Client.

While Consultant shall attempt to comply with Client's request for specific individuals, Consultant shall be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder without prior written consent of such other party.

ARTICLE VI REPRESENTATION AND WARRANTIES

The Consultant represents and warrants to Client that (a) it is under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement, the performance of its obligations hereunder or the rights of Client hereunder; (b) it has no business or familial relationship with a Client staff or governing body member; and (c) it nor its staff is under any financial, physical or mental disability that would hinder the full performance of its obligations under this Agreement. Consultant further warrants that it shall perform the Services in a good and professional manner. Client shall be relying upon Consultant's competence, impartiality, thoroughness and professionalism in performance of the Services. As a result, Consultant shall be accountable and responsible to Client under the foregoing warranty for the compliance of the Services with such standards. Consultant's responsibility and accountability under the foregoing warranty is not intended to apply to the negligence or failures of Client or factors outside of the control of Consultant. Notwithstanding anything to the contrary, Client agrees, acknowledges and understands that Consultant's performance of its Services under this Agreement is subject to and conditioned upon the timely cooperation, willingness, responsiveness and skill level of Client and its applicable employees and the fulfillment of the responsibilities of Client, if any, set forth in the Agreement. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND CONSULTANT HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Consultant cannot and does not warrant the products or services of third parties, except to the extent that said “third party” is an agent or subconsultant of Consultant.

ARTICLE VII CONFIDENTIAL INFORMATION

Confidential Information. All materials developed in the course of providing and in relation to the Services provided in whole or in part by the Consultant, its employees and subcontractors are proprietary and confidential information and shall, upon payment of Consultant’s invoices therefore, be owned by Client. Client will retain ownership of all work-in-progress, upon payment of Consultant’s applicable invoices therefore. In addition the Consultant acknowledges that any information it or its employees, agents or subcontractors obtain regarding the operation of Client, its products, services, policies, customer, personnel and any other aspect of its operation (“Confidential Information”) is proprietary or confidential, and shall not be revealed, sold, exchanged, traded or disclosed to any person, company or other entity during the period of the Consultant’s retention hereunder or at any time thereafter without the express written permission of Client. The parties agree that, during the course of the engagement, communication between the parties may be by e-mail with each other and with outside specialists or other entities engaged for this Agreement. The parties acknowledge and accept that neither can guarantee, and does not warrant, that e-mail transmissions will not be intercepted and read, disclosed or used by a third party or will be delivered to each of the parties to whom they are addressed and only to such parties. Consultant specially disclaims, and Client expressly acknowledges and agrees that Consultant shall not have, responsibility or liability in connection with e-mail transmissions. Nonetheless, the parties will use due diligence to secure the privacy and proper transmission of e-mails, including any attached document.

The parties hereby agree that each of the provisions in this Article VII are important and material, and significantly affect the successful conduct of the business of Client, as well as its reputation and goodwill. Any breach of the terms of this Article VII is a material breach of this Agreement, from which the Consultant may be enjoined without waiver of any other right or remedy to which Client may be entitled as a result of said breach.

The Consultant understands and acknowledges that the Consultant’s responsibilities under this Article VII of this Agreement shall continue in full force and effect after the Consultant’s contractual relationship with Client ends for any reason.

Notwithstanding anything in this Agreement to the contrary, Consultant shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Consultant; (ii) was in Consultant’s lawful possession prior to the disclosure and had not been obtained by Consultant either directly or indirectly from Client; (iii) is lawfully disclosed to Consultant by a third party without restriction on disclosure; (iv) is independently developed by Consultant without use of or reference to the Client’s Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Consultant gives Client prompt written notice of such requirement to permit Client to seek a protective order or other appropriate relief.

ARTICLE VIII

OWNERSHIP

Ownership of Documents, Information, Materials, Notes, Etc. All final reports developed and provided by Consultant (the “Documents”) are and shall at all times be and remain, upon payment of Consultant’s invoices therefore, the property of Client and shall not be subject to any restriction or limitation on their further use by or on behalf of Client, except as otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by Client for any of the Documents, whether after termination of this Agreement or otherwise, the same shall be turned over to Client without delay, and in no event later than thirty (30) days after such demand is made. Consultant shall have the right to retain copies of the Documents and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of the Documents is determined to be unenforceable, either in whole or in part, Consultant hereby assigns and agrees to assign to Client all rights, title and interest that Consultant may have or at any time acquire in said Documents and other materials, provided that Consultant has been paid as aforesaid.

Consultant’s work papers shall remain the sole and exclusive property of Consultant. “Work papers” shall mean those documents prepared by Consultant during the course of performing Services including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Services. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of Services that are of general application and that are not based on Client’s Confidential Information hereunder (collectively, “Consultant’s Building Blocks”). To the extent any deliverables incorporates Consultant’s Building Blocks, Consultant gives the Client a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions contained in Article VII, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, Client will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant’s Building Blocks.

ARTICLE IX

GENERAL PROVISIONS

1. **Compliance with Laws.** Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, codes and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers’ compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

2. **Notices.** In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (i) when delivered in hand, (ii) one (1) business day after being deposited with a reputable overnight air courier service, or (iii) three (3)

business days after being mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and, in all events, addressed as follows:

In the case of Consultant:

Gradient Solutions Corporation
Attn: Calvin E. Webb II
2807 Carrington Drive
Mansfield, Texas 76063

In case of the Client:

City of Justin
Attn: Finance Department
415 N. College Ave.
Justin, Texas 76247

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

3. **Controlling Law, Venue.** This Agreement, and all of its provisions, shall be governed by and construed in accordance with the law of the state of Texas without reference to its conflicts of law principles. The parties hereto consent and submit to the personal jurisdiction and venue of the state and federal courts in the state of Texas, county of Tarrant for purposes of any action permitted by subsection 10 below.

4. **Entire Agreement.** This Agreement, including these terms and conditions and any other appendices or attachments, is the entire agreement of the parties, and supersedes all prior oral representations, warranties, understandings, stipulations, agreement, negotiations, initial statements of work, or promises pertaining to this Agreement or the expressly mentioned extrinsic documents not incorporated in writing in this Agreement.

5. **Invalidity.** If any part of this Agreement is declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement. Those portions not declared invalid shall remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid portion. The invalid portion, if any, shall be modified by the court to the extent necessary to become enforceable.

6. **Modification.** This Agreement constitutes the entire agreement between the Client and the Consultant and may not be changed, altered, or modified unless in writing and signed by a duly authorized representative of the parties.

7. **Binding Effect.** The rights and benefits of the Consultant under this Agreement are personal to the Consultant and shall not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer. This Agreement may be assigned by Client upon prior written consent of Consultant, which shall not be unreasonably withheld, and shall inure to the benefit of any such assignee.

8. **Waiver.** Waiver by either party of any breach of this Agreement by the other party shall not be effective unless in writing signed by a representative of the party to be charged, and no such waiver shall operate or be construed as a waiver of any subsequent breach.

9. **Acknowledgment.** The Parties agree by their signatures to this Agreement before signing it they fully understand its terms and provisions and hereby expressly acknowledge receipt of a copy of this Agreement.

10. **Arbitration.** Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Tarrant County, Texas, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Notwithstanding the above, Client shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent the continuation or occurrence of any violation of Article VII hereof. Each party shall bear its own attorneys' fees and costs, including its share of the costs of the arbitration, provided that the prevailing party (as designated by the arbitrators in their award) shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

11. **INDEMNIFICATION AND NON-PARTIES.** THE CONSULTANT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS CLIENT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE, AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT ARISING FROM (a) THIRD PARTY CLAIMS FOR PERSONAL INJURY OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY RESULTING FROM THE CONSULTANT'S NEGLIGENT PERFORMANCE OF OR FAILURE TO PERFORM THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY OR (b) ACTUAL OR ALLEGED INFRINGEMENT BY THE DELIVERABLES OF THE PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY ("IP CLAIM"). CONSULTANT SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY IP CLAIM BASED UPON OR RESULTING FROM (i) MODIFICATION OF THE DELIVERABLES, UNLESS THE MODIFICATION WAS MADE BY CONSULTANT; (ii) THE USE, OPERATION OR COMBINATION OF THE DELIVERABLES WITH NON-CONSULTANT PROGRAMS, DATA, EQUIPMENT OR DOCUMENTATION IF SUCH INFRINGEMENT WOULD HAVE BEEN AVOIDED BUT FOR SUCH USE, OPERATION OR COMBINATION; (iii) THE NON-COMPLIANCE WITH CONSULTANT'S USER DOCUMENTATION, IF ANY; OR (iv) OTHERWISE BY CLIENT'S OR THIRD PARTY PRODUCTS OR SERVICES. THIS SECTION 11 STATES THE ENTIRE LIABILITY OF CONSULTANT AND THE EXCLUSIVE REMEDY OF THE CLIENT WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, WHETHER UNDER THEORY OF INDEMNITY, BREACH OF CONTRACT, WARRANTY OR OTHERWISE. CONSULTANT SHALL HAVE NO OBLIGATION UNDER THIS SECTION 11 FOR CLAIMS TO THE EXTENT ARISING FROM THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT OR ANY OTHER INDEMNIFIED PARTY HEREUNDER. CONSULTANT'S OBLIGATIONS UNDER THIS SECTION 11 ARE CONDITIONED UPON THE FOLLOWING: (a) THE PARTY SEEKING INDEMNIFICATION HEREUNDER SHALL PROVIDE CONSULTANT WITH PROMPT WRITTEN NOTICE OF ANY CLAIM FOR WHICH INDEMNIFICATION IS SOUGHT; (b) CONSULTANT SHALL CONSULT WITH AND SEEK THE APPROVAL OF CLIENT PRIOR TO THE SETTLEMENT OF SUCH CLAIM; AND (c) THE INDEMNIFIED PARTY OR PARTIES SHALL REASONABLY COOPERATE WITH CONSULTANT IN SUCH DEFENSE AND SETTLEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON PROVIDED FOR OR ALLOWED HEREUNDER.

12. **Benefits Inured.** This Agreement is solely for the benefit of the parties hereto and their successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in any person or entities that are not parties to this Agreement or the successors or assigns of the parties hereto.

13. **Survival.** Articles IV, VII, VIII, IX and X shall survive expiration or termination of this Agreement for any reason.

14. **General.** Notwithstanding anything herein to the contrary, Consultant may reference or list Client's name and / or a general description of the Services / project. Client also agrees that upon reasonable prior notice from Consultant, Client will be willing to provide a reference for Consultant (e.g. in the form of client telephone calls, presentations, and the like).

15. **Vendors.** It is understood and agreed that Contractor's relationship and use of Rackspace or similar hosting company or InterWorks Inc. in Contractor's delivery of the Services is not a subcontractor relationship and is a relationship between Contractor and Vendors.

16. **File Sharing.** In the interest of facilitating our services to the Client, Consultant may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. The Client's electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, Consultant employs measures designed to maintain data security. Consultant uses reasonable efforts to keep such communications and electronic data secure. The Client recognizes and accepts that Consultant has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Consultant. The Client consent to Consultant's use of these electronic devices and applications during any engagement.

17. **Management Decisions.** Consultant will not make any management decisions including setting policy or strategic direction; directing or accepting responsibility for Client employees; authorizing, executing, consummating, or otherwise exercising authority on behalf of the Client; preparing source documents for the Client; deciding which recommendations from Consultant or a third-party to implement or prioritize; reporting to a governing body on behalf of management; accepting project management responsibility for a Client; accepting responsibility for designing, implementing, or maintaining internal controls; or other similar items.

18. **Collaborative Tools.** To enhance our services to the Client, Consultant will utilize tools that permit collaboration across geographic boundaries and time zones and allows the Consultant and the Client to share data, engagement information, knowledge, and deliverables in a protected environment such as Microsoft Office 365. In order to use Microsoft Office 365 or a similar tool, the Client may be required by the provider to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. The Client agrees that the Consultant has no responsibility for the activities of Microsoft Office 365 or other similar collaborative online tools. Consultant is not a direct online host for any of the Client's information. The Client is responsible for maintaining your own copy of information. It is the responsibility of the Client to fulfill any regulatory or Client policy requirements for the retention of information. Portals are utilized solely as a method of transferring data and are not intended for the long-term storage of the Client's information. All information on a portal will be considered

Consultant's Work Papers while it resides in the portal. Information on a portal may be deleted by Consultant at any time. Consultant does not provide back-up services for any of the Client's data or records, including information Consultant provides to the Client.

**ARTICLE X
RISK ALLOCATION**

This Article is overriding and controlling over any provision in this Agreement or any Work Authorization that is in conflict with, contrary to or ambiguous with the provisions of this paragraph, unless specifically addressed in a Work Authorization.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to the particular individual Work Authorization out of which the claim or cause arises or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

CONSULTANT:
Gradient Solution Corporation

CLIENT:
City of Justin, TX

By: _____
Calvin E. Webb II
President & CEO

By: _____
Josh Armstrong
Finance Director

APPENDIX A

SCOPE OF SERVICES

This Appendix A is attached to and made a part of that certain Master Professional Services Agreement between the City of Justin, TX and Gradient Solutions Corporation hereinafter Consultant, (the "Agreement"). Any term used in this appendix shall have the meaning given to that term by the Agreement.

The Scope of Services under the Agreement is described as follows:

1. Under the direction and coordination with the City of Justin or designees, the Consultant shall perform services along the lines of:

- Business Risk Assessment and related services,
- Compliance and Internal Control Assessments / Monitoring,
- Consultation surrounding the Committee of Sponsoring Organization Framework,
- Data Analytics (Dashboards, Business Intelligence, Reporting, etc.),
- Data mining techniques,
- Training Programs,
- Business process improvement,
- Management consulting,
- Information Technology consulting,
- Fraud prevention, detection, and response services,
- Software hosting related to applicable service offerings, and
- Other similar services

2. Work to be performed shall be procured through a Work Authorization form, a sample of which is attached hereto.

3. Any performed engagement will not constitute procedures, work, examinations, or any other similar steps in accordance with Generally Accepted Auditing Standards, the Institute of Internal Audit Standards, Government Accountability Office Standards, or any other authoritative body. Thus, Gradient's engagements will not constitute an audit, compilation, review, attestation service, or fraud examination. In addition, none of our engagements will entail assessment of the employees' capabilities in performing their identified tasks.

4. Gradient is not a public accounting firm.

5. Gradient Solutions Corporation is licensed and regulated by the Texas Private Security Bureau. Complaints may be directed to P.O. 4087, Austin TX 78773, (512) 424-7293. Company License #A14770801, Mailing Address 460 Turner Warnell Road Mansfield, TX 76063, and Phone Number 817-614-6329.

APPENDIX B

SAMPLE

WORK AUTHORIZATION

This Work Authorization is made as of this ____ day of _____ 202_, under the terms and conditions established in the MASTER PROFESSIONAL SERVICES AGREEMENT dated as of _____, 202_ between the City of Justin, TX (“Client”) and Gradient Solutions Corporation (Gradient). This Work Authorization is made for the following purposes consistent with the services defined in the Master Professional Services Agreement:

Section A. – Scope of Services

Description of Services

Key Tasks

Deliverables and/or Other Results of Services

Section B. – Schedule

Section C. – Compensation, Expenses and Billing Terms

Section D. – Client’s Responsibility

Section E. – Other Provisions

City of Justin, TX

Gradient Solutions Corporation

By: _____
Signature: _____
Title: _____
Date: _____

By: _____
Signature: _____
Title: _____
Date: _____

RESOLUTION 657-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS
APPROVING A CONTRACT WITH GRADIENT SOLUTIONS CORPORATION TO
PROVIDE FINANCE CONSULTING SERVICES TO THE CITY OF JUSTIN.**

WHEREAS, the proposed contract with Gradient Solutions will provide professional services to support finance staff in their daily operations; and

WHEREAS, the FY23-24 budget included \$15,000 for these professional services; and

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

Section 1. That the City Council of the City of Justin approves of the contract with Gradient Solutions.

Section 2. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin on the 22nd day of February 2024.

ATTEST :

James Clark, Mayor

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney



City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 8. (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.

Staff has reached out to the Applicant about the upcoming meeting on February 22nd. Staff has received communication from the applicant that they would like to postpone until March 14th.

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 Council tabled the SUP Application on February 8, 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
5. RE_ Tabling Item_mc

SELECT APPLICATION TYPE

☐ Zoning Change
 ☒ Special Use Permit
 ☐ Planned Development

DEVELOPMENT

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

OWNER INFORMATION

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

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

REPRESENTATIVE/AGENT INFORMATION

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

CERTIFICATION

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


 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



Owner: Laura Hill



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

Disclaimer:
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and used to estimate uses requested.
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permitting or purchasing purposes.



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

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DESIGN A
14942 FM 156
JUSTIN, TX**

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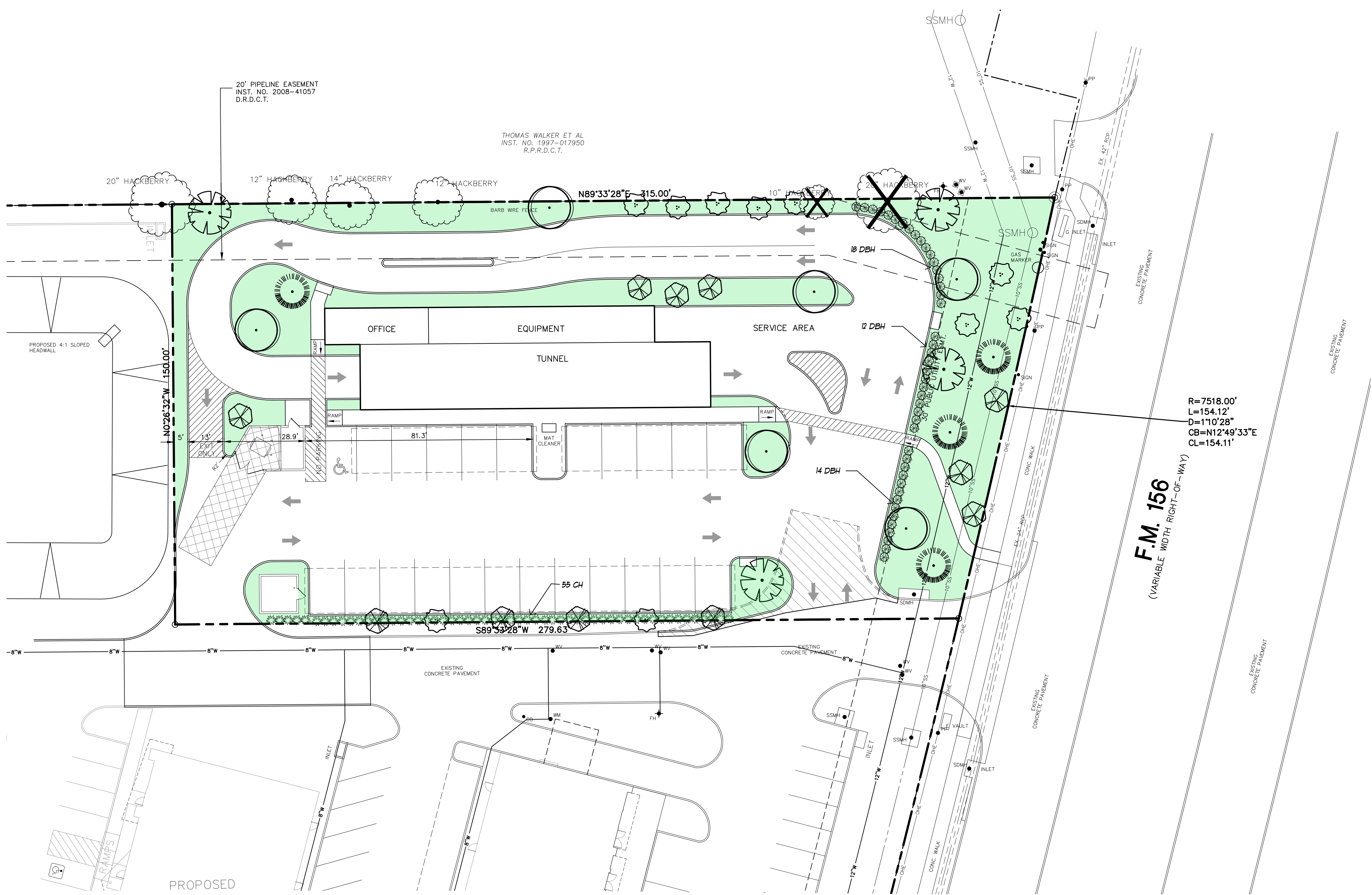
**JUSTIN TOWER PLAZA
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LANDSCAPE TABULATIONS

LOT AREA = 44,638 SQ. FT.
TOTAL LANDSCAPE AREA PROVIDED = 11,594 SQ. FT.

STREET BUFFER REQUIRED = 20'
STREET BUFFER PROVIDED = 33'

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

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

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

INTERIOR LANDSCAPING PROVIDED = 6,831 SQ. FT.

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

INTERIOR LANDSCAPING PLANTINGS PROVIDED =
= 8 CANOPY TREES
= 15 UNDERSTORY TREES
= 73 SHRUBS

LEGEND

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

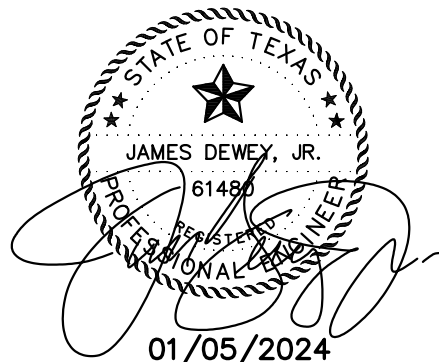
NOTES:

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

PLANT SCHEDULE

COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	SPACING	REMARKS
LIVE OAK	QUERCUS VIRGINIANA	6	3" CAL.	AS SHOWN	BALLED/BURLAP
CEDAR ELM	ULMUS CRASSIFOLIA	4	3" CAL.	AS SHOWN	BALLED/BURLAP
TEXAS RED OAK	QUERCUS TEXANA	4	3" CAL.	AS SHOWN	BALLED/BURLAP
POSSUMHAW HOLLY	ILEX DECIDUA	11	3" CAL.	AS SHOWN	BALLED/BURLAP
CRAPE MYRTLE	LAGERSTROEMIA	10	3" CAL.	AS SHOWN	BALLED/BURLAP
CARISSA HOLLY	ILEX CORNUTA	55	3 GAL	36" C-C	CONTAINER
DWARF BURFORD HOLLY	ILEX CORNUTA BURFORDI NANA	44	5 GAL.	36" C-C	CONTAINER
BERMUDA TURF	CYNADON DACTYLON	11,594 S.F.	-	-	HYDROMULCH OR SOLID SOD

REVISIONS:	



SHEET TITLE: LANDSCAPE PLAN GLEN COE AUTOMATIC CARWASH 14701 N. FM 156 BEING LOT 1, BLOCK 1, GLEN COE ADDITION, CITY OF JUSTIN, DENTON COUNTY, TEXAS.		
PREPARED BY: JDJR ENGINEERS & CONSULTANTS, INC. TSBPE REGISTRATION NUMBER F-8527		
ENGINEERS • SURVEYORS • LAND PLANNERS 2500 Texas Drive Suite 100 Irving, Texas 75082 Tel 972-252-5357 Fax 972-252-8858		
DATE: JAN. 5, 2024	DRAWN BY: JDJR	SHEET NO.
SCALE: 1" = 20'	CHECKED BY: JDJR	L1 OF 1

PLANNING & ZONING COMMISSION MEETING

Staff Report
October 17, 2023

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

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

APPLICANT: Laura Hill; Applicant

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

SITE SIZE: 1.02 acres

ZONING: GB; General Business - Planned Development

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

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

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

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

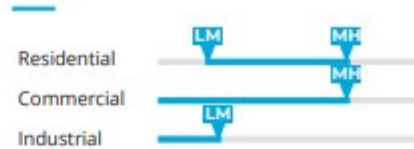
DISTRICT PROFILE



Building set back from FM 156

Development Intensity

Regulatory Guidance



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

IDENTITY + CHARACTER

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

OPPORTUNITIES

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

CHALLENGES

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

AREAS OF FOCUS

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

ACTION CONSIDERED:

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



P&Z CONSIDERATIONS:

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

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

STAFF RECOMMENDATION:

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

ATTACHMENTS:

- (A) Map
- (B) Supporting Documentation

SELECT APPLICATION TYPE

☐ Zoning Change
 ☒ Special Use Permit
 ☐ Planned Development

DEVELOPMENT

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

OWNER INFORMATION

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

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

REPRESENTATIVE/AGENT INFORMATION

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

CERTIFICATION

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


 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 *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.

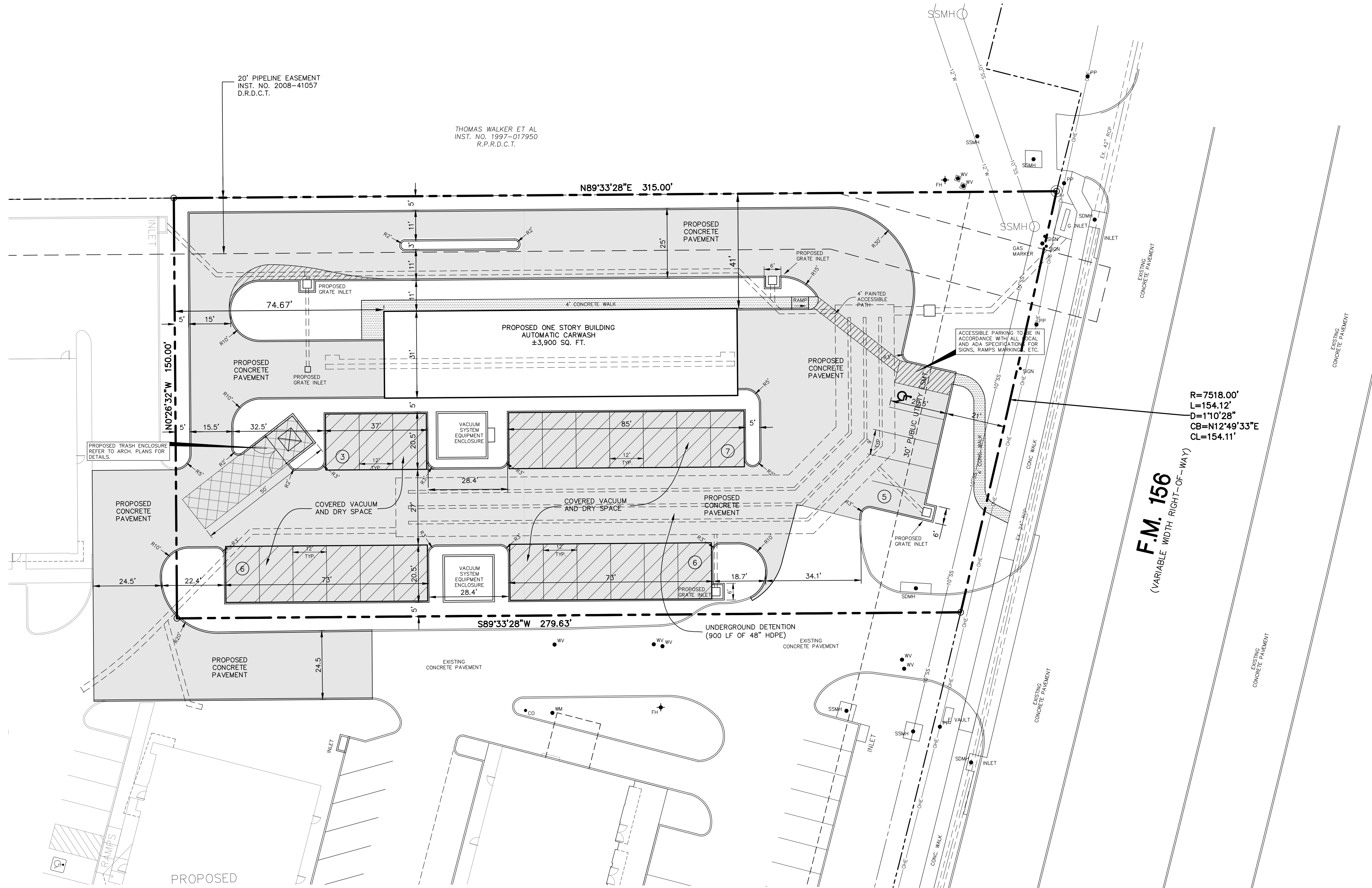
Local Employment and Community Growth: The establishment of our automatic tunnel car wash facility will lead to the creation of job opportunities for residents of Justin. We are purchasing our high quality cleaning chemicals through a Justin resident. By building our tunnel car wash, we're not only benefiting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

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

LEGEND

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

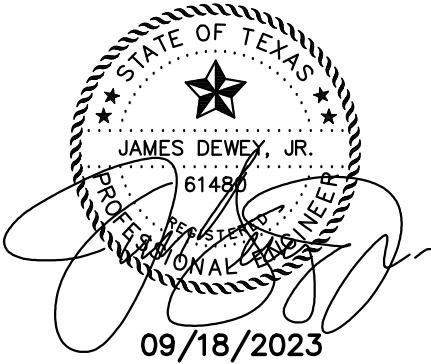
GENERAL NOTES:

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

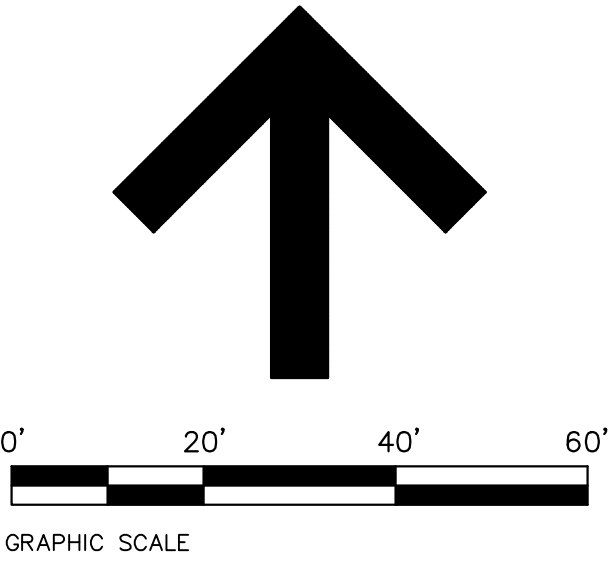
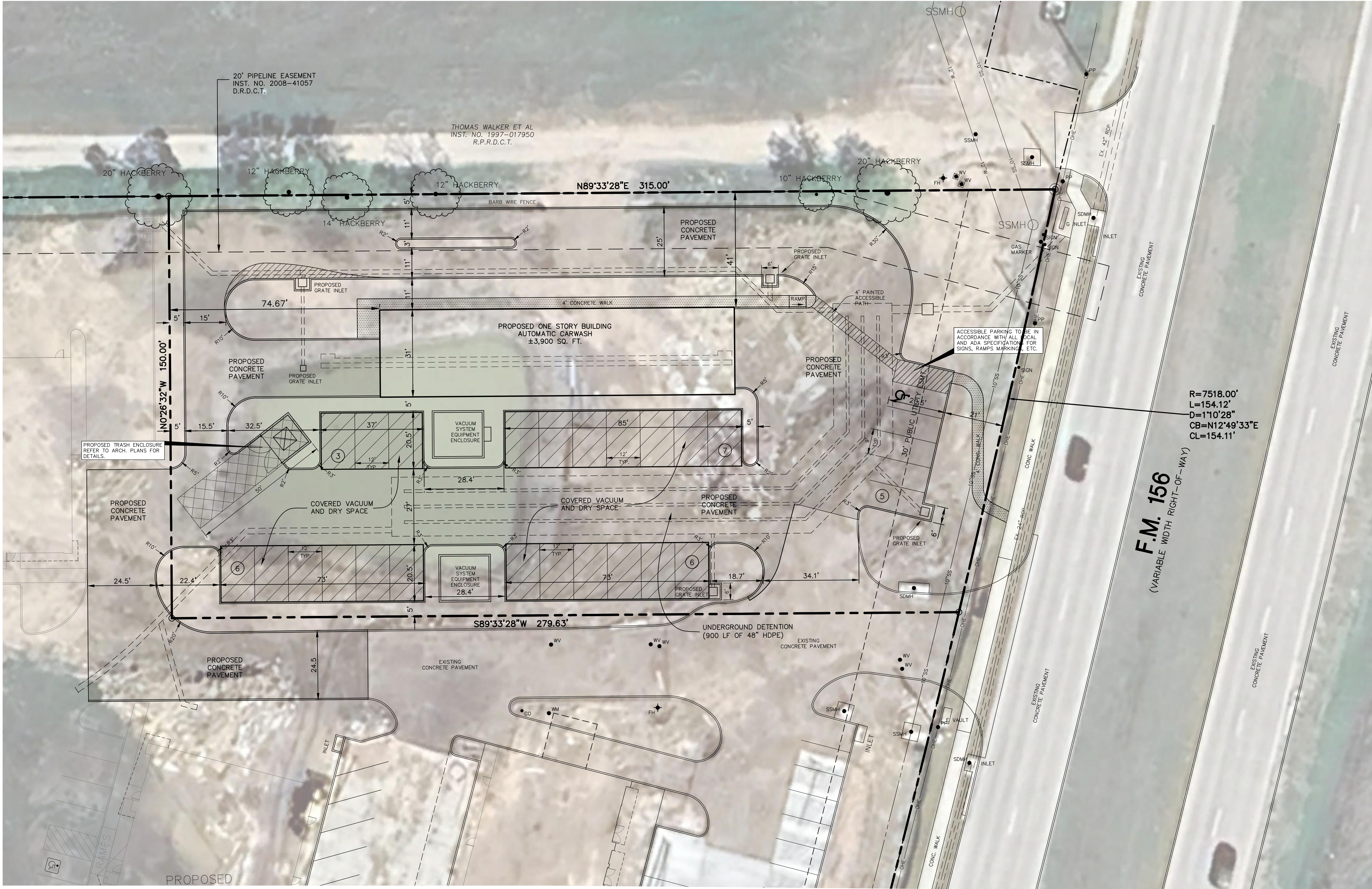
ACCESSIBILITY NOTES:

- ALL ACCESSIBLE PARKING AREAS, ROUTES, RAMPS, ETC. SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TEXAS ACCESSIBILITY STANDARDS (TAS).
- ALL SIDEWALK RAMPS AND/OR CURB RAMPS SHOWN SHALL HAVE A MAXIMUM VERTICAL RISE OF 6" WITH A MAXIMUM RUNNING SLOPE OF 1:12 (8.33%) AND BE CONSTRUCTED IN ACCORDANCE WITH TAS SECTIONS 4.7 AND 4.8.
- ALL ACCESSIBLE ROUTES (EXCEPT FOR THE SIDEWALK AND CURB RAMPS) SHALL HAVE A MAXIMUM RUNNING SLOPE OF 1:20 (5%) AND A MAXIMUM CROSS SLOPE OF 1:50 (2%).
- ALL ACCESSIBLE PARKING SPACES AND ISLES SHALL HAVE A MAXIMUM SLOPE IN ANY DIRECTION OF 1:50 (2%). REFER TO SHEET SD305 FOR DETAILS OF MARKINGS, SIGNS, ETC.

REVISIONS:	
10-6-23	CITY COMMENTS



SHEET TITLE: SITE PLAN GLEN COE AUTOMATIC CARWASH 14701 N. FM 156 BEING LOT 1, BLOCK 1, GLEN COE ADDITION, CITY OF JUSTIN, DENTON COUNTY, TEXAS.	
PREPARED BY: JDJR ENGINEERS & CONSULTANTS, INC. TSBPE REGISTRATION NUMBER F-8527	
ENGINEERS • SURVEYORS • LAND PLANNERS 2500 Texas Drive Suite 100 Irving, Texas 75062 Tel 972-252-5357 Fax 972-252-8858	
DATE: 09-18-23 SCALE: 1" = 20'	DRAWN BY: JDJR CHECKED BY: JDJR
SHEET NO. 1 of 14	



LEGEND

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

- GENERAL NOTES:
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REVISIONS:	



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

PREPARED BY:
JDJR
ENGINEERS & CONSULTANTS, INC.
TSBPE REGISTRATION NUMBER F-8527

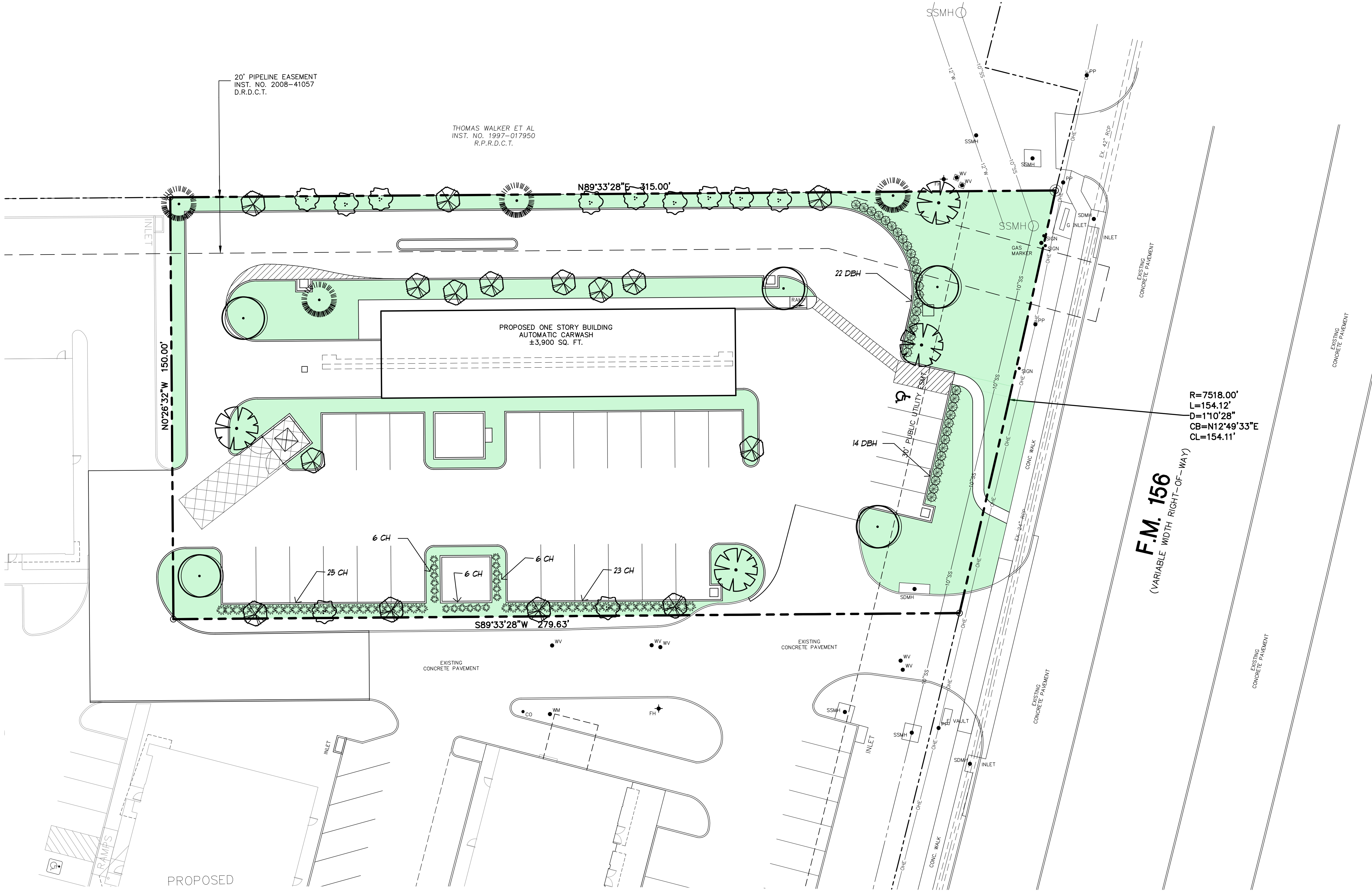
ENGINEERS • SURVEYORS • LAND PLANNERS
2500 Texas Drive Suite 100 Irving, Texas 75062
Tel 972-252-5357 Fax 972-252-8858

DATE: 09-18-23
SCALE: 1" = 20'

DRAWN BY: JDJR
CHECKED BY: JDJR

SHEET NO.
C4 OF **14**

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LANDSCAPE TABULATIONS

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

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

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

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

ALL STREET BUFFER TREES INSTALLED ELSEWHERE ON
SITE DUE UTILITY EASEMENT

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

INTERIOR LANDSCAPING PROVIDED = 7,069 SQ. FT.

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

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

LEGEND

- LO LIVE OAK TREE
- CE CEDAR ELM TREE
- RO TEXAS RED OAK TREE
- FH POSSUMHAW HOLLY TREE
- CM CREPE MYRTLE TREE

EXISTING TREE TO REMAIN

- DBH DWARF BURFORD HOLLY SHRUB
- CH CARISSA HOLLY SHRUB

NOTES:

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TEXAS RED OAK	QUERCUS TEXANA	4	3" CAL.	AS SHOWN	BALLED/BURLAP
POSSUMHAW HOLLY	ILEX DECIDUA	15	3" CAL.	AS SHOWN	BALLED/BURLAP
GRAPE MYRTLE	LAGERSTROEMIA	11	3" CAL.	AS SHOWN	BALLED/BURLAP
CARISSA HOLLY	ILEX CORNUTA	66	3 GAL	36" C-C	CONTAINER
DWARF BURFORD HOLLY	ILEX CORNUTA BURFORDI NANA	36	5 GAL.	36" C-C	CONTAINER
BERMUDA TURF	CYNADON DACTYLON	12,953 SF.	-	-	HYDROMULCH OR SOLID SOD

REVISIONS:	
10-6-23	CITY COMMENTS

SHEET TITLE: LANDSCAPE PLAN GLEN COE AUTOMATIC CARWASH 14701 N. FM 156 BEING LOT 1, BLOCK 1, GLEN COE ADDITION, CITY OF JUSTIN, DENTON COUNTY, TEXAS.		
PREPARED BY: JDJR ENGINEERS & CONSULTANTS, INC. TSBPE REGISTRATION NUMBER F-8827		
ENGINEERS • SURVEYORS • LAND PLANNERS 2500 Texas Drive Suite 100 Irving, Texas 75062 Tel 972-252-5357 Fax 972-252-8858		
DATE: 09-18-23 SCALE: 1" = 20'	DRAWN BY: JDJR CHECKED BY: JDJR	SHEET NO. L1 of 1



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

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



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JUSTIN, TX**

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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

From: phill@downeypublishing.com
To: [Matthew Cyr](#)
Cc: [Terry Mitchell](#); [Laura Hill](#)
Subject: RE: Tabling Item?
Date: Thursday, February 15, 2024 12:03:59 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Yes, we'll be tabling until the March 14th meeting. We're making sure we get our landscaping in line and want you to have some time to see it first.

Thanks
Preston

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

From: "Matthew Cyr" <mcyr@cityofjustin.com>
Sent: Wednesday, February 14, 2024 3:58pm
To: "phill@downeypublishing.com" <phill@downeypublishing.com>
Cc: "Terry Mitchell" <terry@mitchellbuildersinc.com>, "Laura Hill" <lhill@downeypublishing.com>
Subject: RE: Tabling Item?

Hello Preston,

Wanted to confirm that you are still requesting to table until March 14th?

Thanks,



Matt Cyr
Director of Planning and Development
City of Justin
Phone: (940) 648-2541 x 106
www.cityofjustin.com



From: phill@downeypublishing.com <phill@downeypublishing.com>
Sent: Wednesday, January 31, 2024 3:53 PM
To: Matthew Cyr <mcyr@cityofjustin.com>
Cc: Terry Mitchell <terry@mitchellbuildersinc.com>; Laura Hill

<lhill@downeypublishing.com>

Subject: RE: Tabling Item?

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





City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 9. (WORKSHOP)

Title: Discussion regarding the benchmark city compensation analysis.

Department: Administration

Contact: Janet Holden, Human Resources Generalist

Recommendation:

To identify ten municipalities within a 50-mile radius of the City of Justin, including growing municipalities and cities. This will allow an internal review of compensation using municipalities instead of the private sector. This is for discussion only and there is no budget action being requested.

Background:

In previous Council meetings, the list of municipalities was selected by the Mayor and Council members, totaling 20 municipalities. Staff was requested to narrow down the list to ten municipalities with similar services being provided by those municipalities. Staff would utilize the final municipality list for any future discussions regarding compensation and benefits.

City Attorney Review: N/A

Attachments:

1. Council Final City Pay Comparison with Percentage

Current Pay Ranges			
Position	Min	Mid	Max
Account Services Coordinator	\$41,392.00	\$51,729.60	\$62,067.20
Administrative Coordinator PW	\$37,627.20	\$47,028.80	\$56,430.40
Asst. City Manager	\$102,230.00	\$127,787.00	\$153,345.00
Asst. Fire Chief	\$80,662.40	\$100,817.60	\$120,972.80
Building Official	\$66,664.00	\$83,324.80	\$99,985.60
City Manager	\$129,875.20	\$162,364.80	\$194,833.60
City Secretary	\$66,664.00	\$83,324.80	\$99,985.60
Code Enforcement II	\$45,510.40	\$56,888.00	\$68,286.40
Communications Manager	\$66,664.00	\$83,324.80	\$99,985.60
Construction Inspector	\$50,086.40	\$62,587.20	\$75,108.80
Controller	\$88,712.00	\$110,884.80	\$133,078.40
Court Clerk	\$37,627.20	\$47,028.80	\$56,430.40
Court/Library Administrator	\$88,712.00	\$110,884.80	\$133,078.40
Customer Service Specialist	\$31,096.00	\$38,875.20	\$46,654.40
Director Planning & Development	\$88,712.00	\$110,884.80	\$133,078.40
Director Public Works	\$97,572.80	\$121,971.20	\$146,369.60
Finance Director	\$97,572.80	\$121,971.20	\$146,369.60
Fire Captain	\$90,111.58		
Fire EMT Basic	\$75,120.50		
Fire EMT Paramedic	\$82,616.04		
GIS Tech	\$50,086.40	\$62,587.20	\$75,108.80
Human Resources Generalist	\$60,590.40	\$75,732.80	\$90,875.20
Library Assistant	\$31,096.00	\$38,875.20	\$46,654.40
Municipal Street Crew Lead	\$41,392.00	\$51,729.60	\$62,067.20
Municipal Street Worker	\$37,627.20	\$47,028.80	\$56,430.40
Parks & Municipal Superintendent	\$50,086.40	\$62,587.20	\$75,108.80
Parks Team Lead	\$41,392.00	\$51,729.60	\$62,067.20
Parks Worker I	\$37,627.20	\$47,028.80	\$56,430.40
Plans Examiner	\$50,086.40	\$62,587.20	\$75,108.80
Police Admin Asst	\$37,627.20	\$47,028.80	\$56,430.40
Police Cadet	\$50,086.40	\$62,587.20	\$75,108.80
Police Chief	\$107,348.80	\$134,180.80	\$161,012.80
Police Corporal	\$66,664.00	\$83,324.80	\$99,985.60
Police Detective	\$66,664.00	\$83,324.80	\$99,985.60
Police Lieutenant	\$80,662.40	\$100,817.60	\$120,972.80
Police Officer	\$55,078.40	\$68,868.80	\$82,617.60
Police Sergeant	\$73,320.00	\$91,644.80	\$109,969.60
Senior Construction Inspector	\$55,078.40	\$68,868.80	\$82,617.60
Utilites Superintendent	\$73,320.00	\$91,644.80	\$109,969.60
Utility Maintenance WW	\$37,627.20	\$47,028.80	\$56,430.40
Utility Billing Supervisor	\$55,078.40	\$68,868.80	\$82,617.60
Utility Maintenance Water	\$37,627.20	\$47,028.80	\$56,430.40
Water Team Lead	\$41,392.00	\$51,729.60	\$62,067.20
WW Team Lead	\$41,392.00	\$51,729.60	\$62,067.20

Less than what we are currently paying

More than what we are currently paying

City
Bedford
Bridgeport
Corinth
Denton
Highland Village
Lewisville
Northlake
Roanoke
Saginaw
Sanger

Council City Selection			
Position	Min	Mid	Max
Account Services Coordinator	\$42,726.69	\$50,417.33	\$59,129.01
Administrative Coordinator PW	\$41,499.11	\$49,543.50	\$58,979.97
Asst. City Manager	\$151,708.26	\$154,939.50	\$158,795.20
Asst. Fire Chief	\$115,005.20	\$134,449.14	\$145,883.35
Building Official	\$81,912.35	\$90,739.27	\$100,906.53
City Manager	\$198,284.00	\$199,224.50	\$204,886.00
City Secretary	\$94,311.53	\$99,271.54	\$118,374.39
Code Enforcement II	\$47,166.97	\$58,511.11	\$65,374.93
Communications Manager	\$61,773.85	\$75,649.60	\$89,496.20
Construction Inspector	\$49,959.25	\$57,303.45	\$67,778.44
Controller	\$84,266.33	\$90,646.40	\$125,642.40
Court Clerk	\$36,213.15	\$44,435.09	\$51,335.49
Court/Library Administrator	\$78,318.66	\$92,223.67	\$103,722.22
Customer Service Specialist	\$37,321.00	\$46,928.22	\$53,004.42
Director Planning & Development	\$114,078.56	\$125,313.74	\$159,192.17
Director Public Works	\$121,805.12	\$137,677.70	\$160,658.37
Finance Director	\$122,369.61	\$138,623.51	\$156,997.68
Fire Captain	\$104,246.29		
Fire EMT Basic	\$62,518.41		
Fire EMT Paramedic	\$65,732.20		
GIS Tech	\$44,588.20	\$55,702.40	\$65,135.73
Human Resources Director (Reclass)	\$111,761.95	\$116,834.92	\$146,483.19
Library Assistant	\$32,455.45	\$38,088.12	\$45,846.82
Municipal Street Crew Lead	\$47,762.50	\$57,419.20	\$63,124.60
Municipal Street Worker	\$35,793.65	\$41,713.73	\$46,481.00
Parks & Municipal Superintendent	\$73,050.91	\$86,061.35	\$98,924.94
Parks Team Lead	\$47,442.34	\$54,381.57	\$62,251.91
Parks Worker I	\$34,575.05	\$43,755.59	\$49,181.47
Plans Examiner	\$45,731.00	\$62,048.00	\$68,247.50
Police Admin Asst	\$47,969.98	\$51,873.38	\$61,069.20
Police Cadet	\$61,946.28	\$66,502.19	\$72,613.13
Police Chief	\$122,503.88	\$138,743.30	\$165,402.50
Police Corporal	\$76,208.98	\$94,198.75	\$95,297.91
Police Detective	\$65,228.80	\$76,932.11	\$83,799.85
Police Lieutenant	\$86,954.74	\$114,845.63	\$127,115.50
Police Officer	\$65,414.57	\$79,718.70	\$82,695.36
Police Sergeant	\$90,989.87	\$106,255.09	\$108,950.56
Senior Construction Inspector	\$54,790.71	\$65,927.64	\$78,294.96
Utilites Superintendent	\$73,137.60	\$78,377.43	\$102,688.04
Utility Maintenance WW	\$37,479.57	\$46,606.40	\$52,849.17
Utility Billing Supervisor	\$63,406.42	\$74,615.03	\$88,215.61
Utility Maintenance Water	\$36,760.93	\$45,334.79	\$51,809.67
Water Team Lead	\$47,805.49	\$57,437.37	\$66,210.09
WW Team Lead	\$47,477.33	\$56,070.35	\$63,096.05

Less than what we are currently paying

More than what we are currently paying

Difference		
Min	Mid	Max
(\$1,334.69)	\$1,312.27	\$2,938.19
(\$3,871.91)	(\$2,514.70)	(\$2,549.57)
(\$49,478.26)	(\$27,152.50)	(\$5,450.20)
(\$34,342.80)	(\$33,631.54)	(\$24,910.55)
(\$15,248.35)	(\$7,414.47)	(\$920.93)
(\$68,408.80)	(\$36,859.70)	(\$10,052.40)
(\$27,647.53)	(\$15,946.74)	(\$18,388.79)
(\$1,656.57)	(\$1,623.11)	\$2,911.47
\$4,890.15	\$7,675.20	\$10,489.40
\$127.15	\$5,283.75	\$7,330.36
\$4,445.67	\$20,238.40	\$7,436.00
\$1,414.05	\$2,593.71	\$5,094.91
\$10,393.34	\$18,661.13	\$29,356.18
(\$6,225.00)	(\$8,053.02)	(\$6,350.02)
(\$25,366.56)	(\$14,428.94)	(\$26,113.77)
(\$24,232.32)	(\$15,706.50)	(\$14,288.77)
(\$24,796.81)	(\$16,652.31)	(\$10,628.08)
(\$14,134.71)	\$0.00	\$0.00
\$12,602.09	\$0.00	\$0.00
\$16,883.84	\$0.00	\$0.00
\$5,498.20	\$6,884.80	\$9,973.07
(\$51,171.55)	(\$41,102.12)	(\$55,607.99)
(\$1,359.45)	\$787.08	\$807.58
(\$6,370.50)	(\$5,689.60)	(\$1,057.40)
\$1,833.55	\$5,315.07	\$9,949.40
(\$22,964.51)	(\$23,474.15)	(\$23,816.14)
(\$6,050.34)	(\$2,651.97)	(\$184.71)
\$3,052.15	\$3,273.21	\$7,248.93
\$4,355.40	\$539.20	\$6,861.30
(\$10,342.78)	(\$4,844.58)	(\$4,638.80)
(\$11,859.88)	(\$3,914.99)	\$2,495.67
(\$15,155.08)	(\$4,562.50)	(\$4,389.70)
(\$9,544.98)	(\$10,873.95)	\$4,687.69
\$1,435.20	\$6,392.69	\$16,185.75
(\$6,292.34)	(\$14,028.03)	(\$6,142.70)
(\$10,336.17)	(\$10,849.90)	(\$77.76)
(\$17,669.87)	(\$14,610.29)	\$1,019.04
\$287.69	\$2,941.16	\$4,322.64
\$182.40	\$13,267.37	\$7,281.56
\$147.63	\$422.40	\$3,581.23
(\$8,328.02)	(\$5,746.23)	(\$5,598.01)
\$866.27	\$1,694.01	\$4,620.73
(\$6,413.49)	(\$5,707.77)	(\$4,142.89)
(\$6,085.33)	(\$4,340.75)	(\$1,028.85)

Council City Selection Percentage		
Min	Mid	Max
104.57%	11.38%	24.44%
105.26%	11.84%	25.94%
16.85%	18.58%	20.56%
21.74%	33.06%	38.31%
101.27%	8.58%	17.79%
7.33%	7.77%	10.32%
24.29%	28.07%	39.68%
102.93%	17.03%	25.74%
128.46%	104.89%	11.30%
125.28%	109.22%	7.66%
105.92%	1.54%	28.96%
129.87%	105.84%	8.39%
113.27%	3.81%	14.47%
100.32/105.89%	20.22/15.79%	29.36/25.44%
22.24%	29.21%	44.27%
18.10%	20.39%	37.91%
8.08%	18.85%	28.35%
13.56%		
120.16%		
125.69%		
113.03%	9.52%	22.63%
38.94%	41.59%	53.41%
4.19/108.95/113.24%	18.36/7.16/3.50%	32.17/22.87/19.83%
2.49%	18.89%	26.22%
105.12%	9.98%	19.05%
13.53%	26.60%	36.14%
1.40%	13.98%	24.85%
108.83%	14.01%	23.49%
132.58%	2.28%	11.16%
13.50%	20.01%	32.05%
6.65%	13.05%	20.37%
109.53%	3.29%	18.88%
8.38/3.79%	25.87/22.16%	26.73/23.06%
102.20/120.73%	13.35/102.36%	20.45/6.03%
0.99%	25.04%	32.27%
7.15/4.83%	23.81/21.91%	26.55/24.72%
19.42%	31.00%	32.70%
126.87%	105.44%	11.22%
20.37%	25.69%	43.28%
100.39/116.54%	19.27/6.28%	28.80/17.35%
108.61%	7.70%	21.93%
102.36%	17.00%	27.37%
107.56%	10.48%	17.16%
103.79%	12.12%	20.61%

Current Pay Scale Percentage		
Min	Mid	Max
107.94%	13.63%	28.02%
116.09%	7.12%	22.59%
123.40%	1.28%	17.73%
111.58%	10.73%	25.60%
124.43%	0.45%	17.04%
141.48%	113.17%	5.69%
107.11%	14.30%	28.58%
106.67%	14.66%	28.91%
119.03%	4.77%	20.64%
124.96%	100.00%	16.67%
100.61%	19.51%	32.93%
124.99%	100.00%	16.66%
100.00%	20.00%	33.34%
120.40/127.09%	3.69/101.66%	19.75/15.29%
100.00%	20.00%	33.34%
102.24%	10.04%	31.85%
115.28%	7.78%	23.15%
100.00%		
100.00%		
100.00%		
100.62%	19.47%	32.90%
112.63%	9.89%	24.99%
100/113.71/118.19%	20.01/9.04/5.46%	33.35/24.21/21.22%
112.51%	9.97%	24.97%
100.00%	19.99%	33.32%
126.12%	100.93%	15.90%
113.02%	9.57%	24.63%
100.00%	19.99%	33.32%
121.05%	3.12%	19.27%
110.28%	11.76%	26.47%
115.45%	7.61%	23.01%
125.00%	100.00%	16.66%
104.75/109.98%	16.20/12.01%	30.16/26.67%
100/118.13%	20.47/6.06%	33.33/21.24%
106.73%	14.61%	28.83%
110.27/113.03%	11.81/9.96%	26.49/24.65%
100.00%	20.00%	33.33%
126.21%	100.94%	15.86%
20.57%	36.46%	47.04%
100.00/116.09%	19.99/7.12%	33.32/22.59%
124.04%	100.00%	16.64%
100.00%	19.99%	33.32%
124.22%	60.00%	17.16%
119.05%	4.74%	20.61%



City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 10. (WORKSHOP)

Title: Discussion related to a new City Limit Boundary Map.

Department: Development

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Discuss accordingly.

Background:

Staff is bringing forward a discussion related to the future adoption (at a later date) of the City Limits Boundary Map. A City Limits Boundary Map aims to address any ambiguities by confirming the defined boundaries of the City of Justin. The review of the City Limits Boundary Map is a critical step in ensuring that our jurisdiction accurately reflects the geographical changes that have occurred over the years. It also allows us to strategically plan for growth, infrastructure development, and service provision to our residents. The proposed future ordinance provides an exhibit detailing the existing boundaries and is inline with current adopted zoning maps, interactive development maps, and others that are posted online for public view.

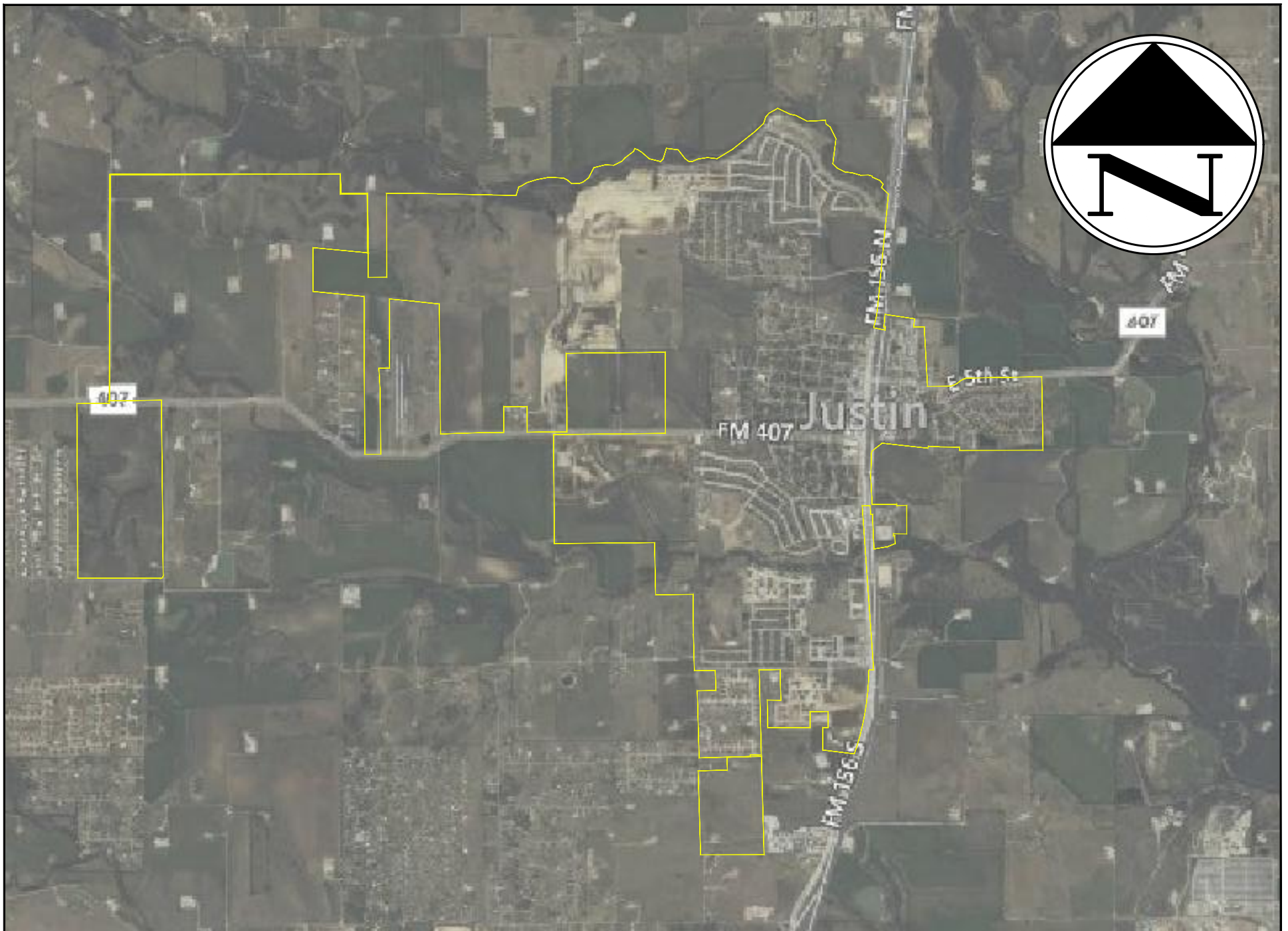
While our recent boundary settlements with neighboring jurisdictions have resulted in defining boundary lines in certain areas, the City does not have an official Boundary Map that has been adopted by Council since then. Article 1, Section 1.02, The Boundaries, states that the "city shall maintain an official map of its boundaries in accordance with state law". Staff has been working with the City Attorney and Engineer regarding the Boundary Map and we are currently still reviewing the proposed documents.

This item is on the Agenda to give Council an update and get feedback.

City Attorney Review: N/A

Attachments:

1. JUSTIN CITY LIMITS Overall Map
2. City Limits Boundary Map



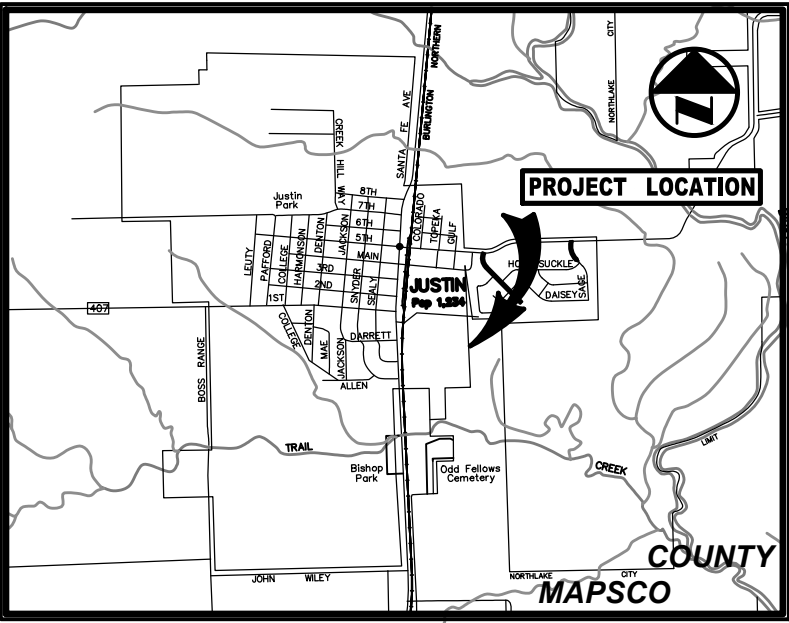
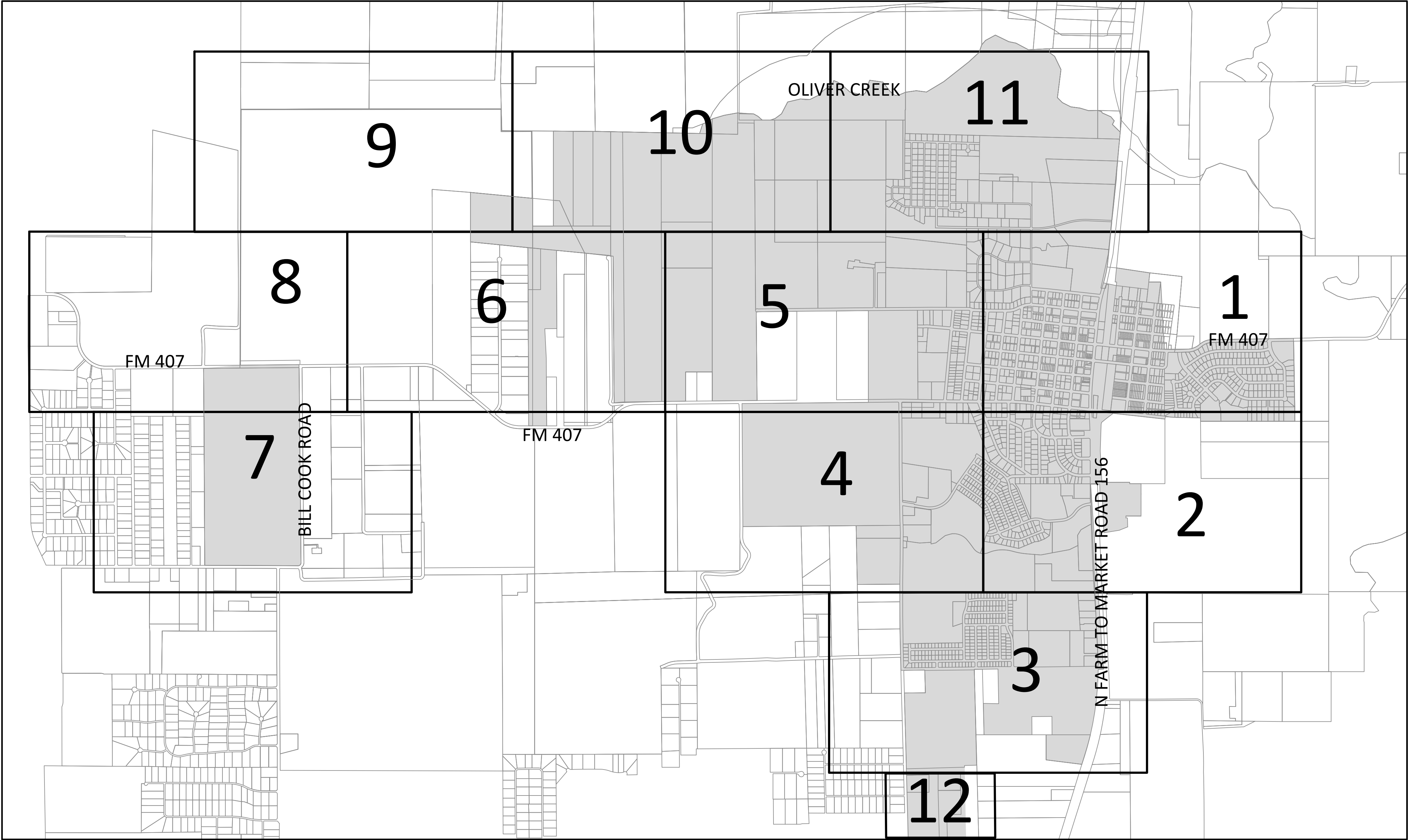
JUSTIN CITY LIMITS

Westwood Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301

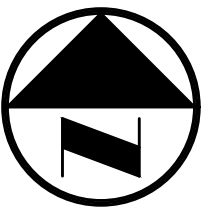
Phone (817) 412-7155 4060 BRYANT IRVIN ROAD
Toll Free (888) 937-5150 FORT WORTH, TX 76109
WESTWOODPS.COM

CITY OF JUSTIN CITY LIMITS

KEY MAP - NOT TO SCALE



VICINITY MAP
(NOT TO SCALE)



0 100 200 400 600
GRAPHIC SCALE IN FEET
1" = 200'

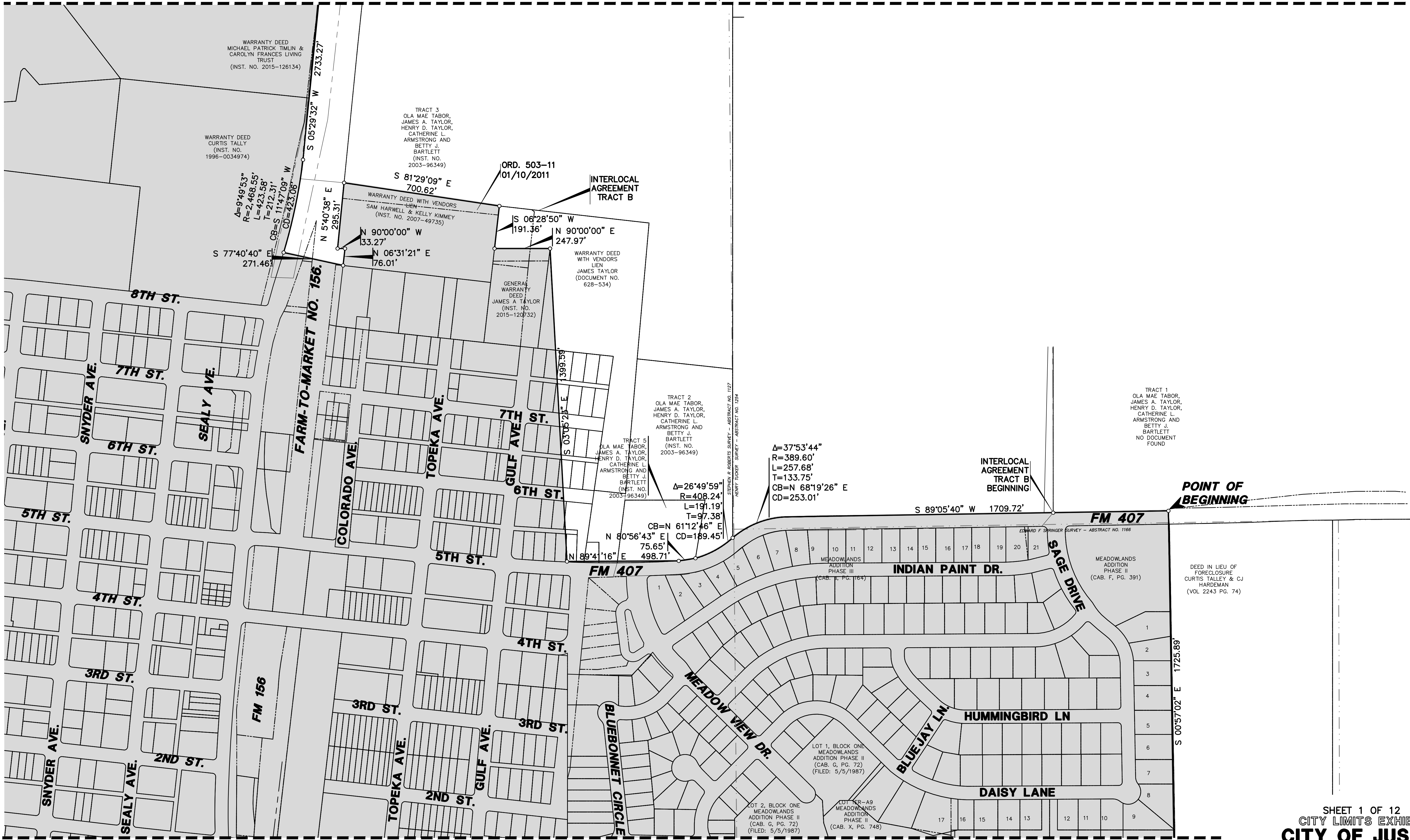
ORDINANCES AND RESOLUTIONS REFERENCED TO DETERMINE LOCATION OF CURRENT CITY LIMITS FOR THE CITY OF JUSTIN	
CITY ORDINANCE 353	04/14/2003
CITY ORDINANCE 503-11	01/10/2011
CITY ORDINANCE 564-13	04/09/2014
CITY ORDINANCE 707-21	08/24/2021
RESOLUTION 551-21	04/26/2021
CITY ORDINANCE 693.21	05/12/2021
CITY ORDINANCE 690.21	04/26/2021
CITY ORDINANCE 696.21	04/12/2021
CITY ORDINANCE 695.21	05/12/2021
CITY ORDINANCE 691.21	04/26/2021
CITY ORDINANCE 689.21	04/26/2021
CITY ORDINANCE 698.21	05/12/2021
SETTLEMENT AGREEMENT	04/26/2021
CITY ORDINANCE 763-23	10/26/2023

COVER SHEET
CITY LIMITS EXHIBIT
CITY OF JUSTIN

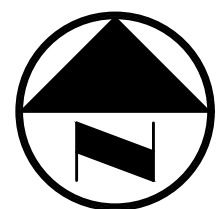
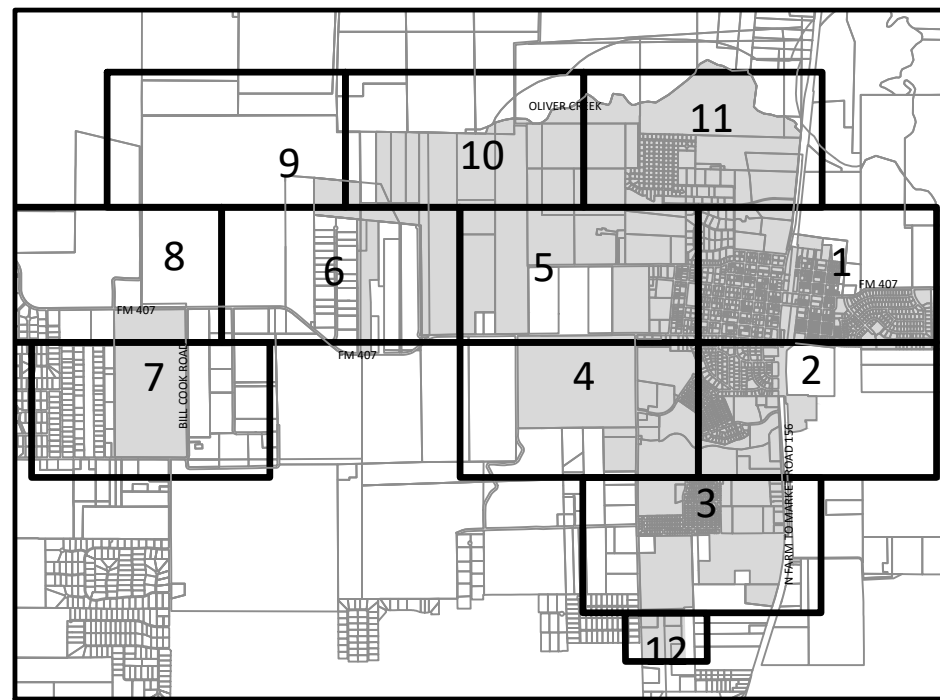
LOCATED IN THE CITY OF JUSTIN AND BEING OUT OF THE
WILLIAM D. REED A-1125, WILLIAM C BROOKFIELD A-34,
CARL BOEGER A-121, MARGARET GARNET A-439, WILLIAM
CABLE A-285, WARREN A FERRIS A-419, MARY POLK
A-993, MEP&P RR CO A-908, STEPHEN R ROBERT
A-1127, EDWARD F SPRINGER A-1166, HENRY TUCKER
A-1254, HUGH MCDONALD A-1477, ELLEN YOUNG
A-1452, NATHANIEL S HAZELTON A-547, WILLIAM W
YOUNG A-1444, WILLIAM REED A-1071, JOSEPH SUTTON
A-1151, MEP&P RR CO A-207
DENTON COUNTY, TEXAS

Westwood		WESTWOOD PROFESSIONAL SERVICES, INC. WESTWOODPS.COM	
Phone (817) 412-7155 4060 Bryant Irvin Road Fort Worth, TX 76109		TYPED FIRM REGISTRATION NO. F-469 TBPFS FIRM REGISTRATION NO. LS-10008001	
DRAWN BY MAJ	CHECKED BY MLL	SCALE 1"=200'	DATE 08/01/2023
		JOB NUMBER R0039226.00	

(SEE SHEET 11)



(SEE SHEET 2)



0 100 200 400 600
GRAPHIC SCALE IN FEET
1" = 200'

NOTES

NOTES:
BEARING SYSTEM FOR THIS IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM,
NORTH CENTRAL ZONE 4202.

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ORDINANCES AND RESOLUTIONS REFERENCED TO DETERMINE LOCATION OF CURRENT CITY LIMITS FOR THE CITY OF JUSTIN

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CITY ORDINANCE 698-21	05/12/2021
SETTLEMENT AGREEMENT	04/26/2021
CITY ORDINANCE 763-23	10/26/2023

SHEET 1 OF 12 CITY LIMITS EXHIBIT CITY OF JUSTIN

LOCATED IN THE CITY OF JUSTIN AND BEING OUT OF THE
WILLIAM D. REED A-1125, WILLIAM C. BROOKFIELD A-34,
CARL BOEGER A-121, MARGARET GARNET A-439, WILLIAM
CABLE A-285, WARREN A. FERRIS A-419, MARY POLK
A-993, MEP&P RR CO A-908, STEPHEN R. ROBERT
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A-1452, NATHANIEL S. HAZELTON A-547, WILLIAM W.
YOUNG A-1444, WILLIAM REED A-1071, JOSEPH SUTTON
A-1151, MEP&P RR CO A-207
DENTON COUNTY, TEXAS

Westwood

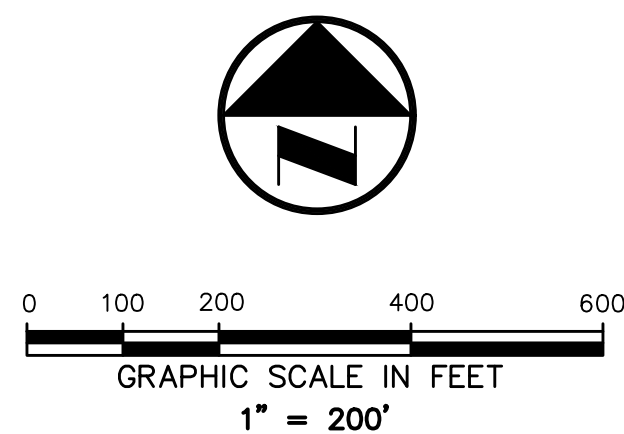
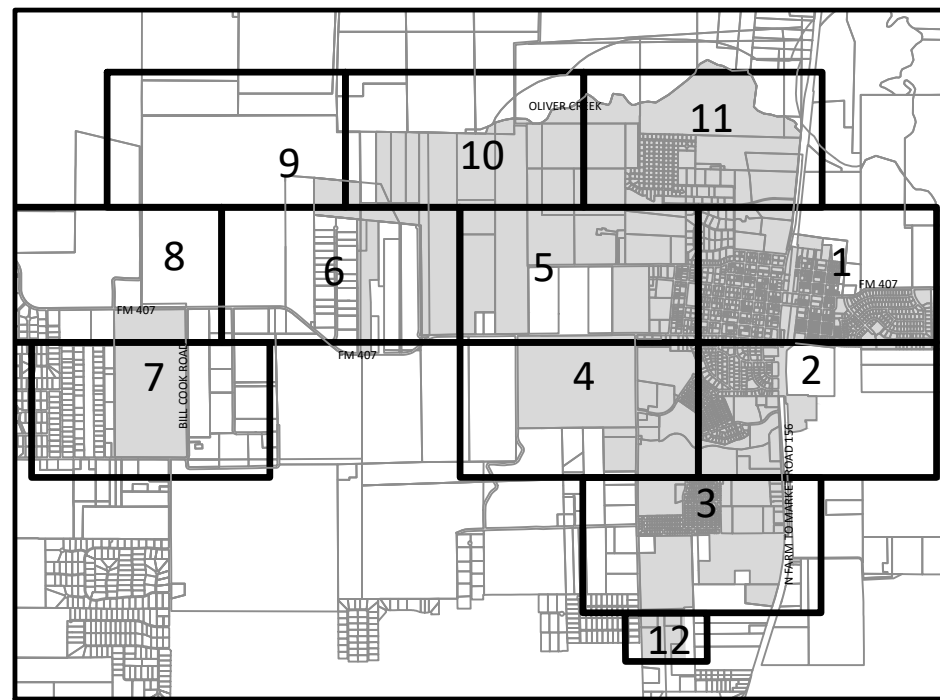
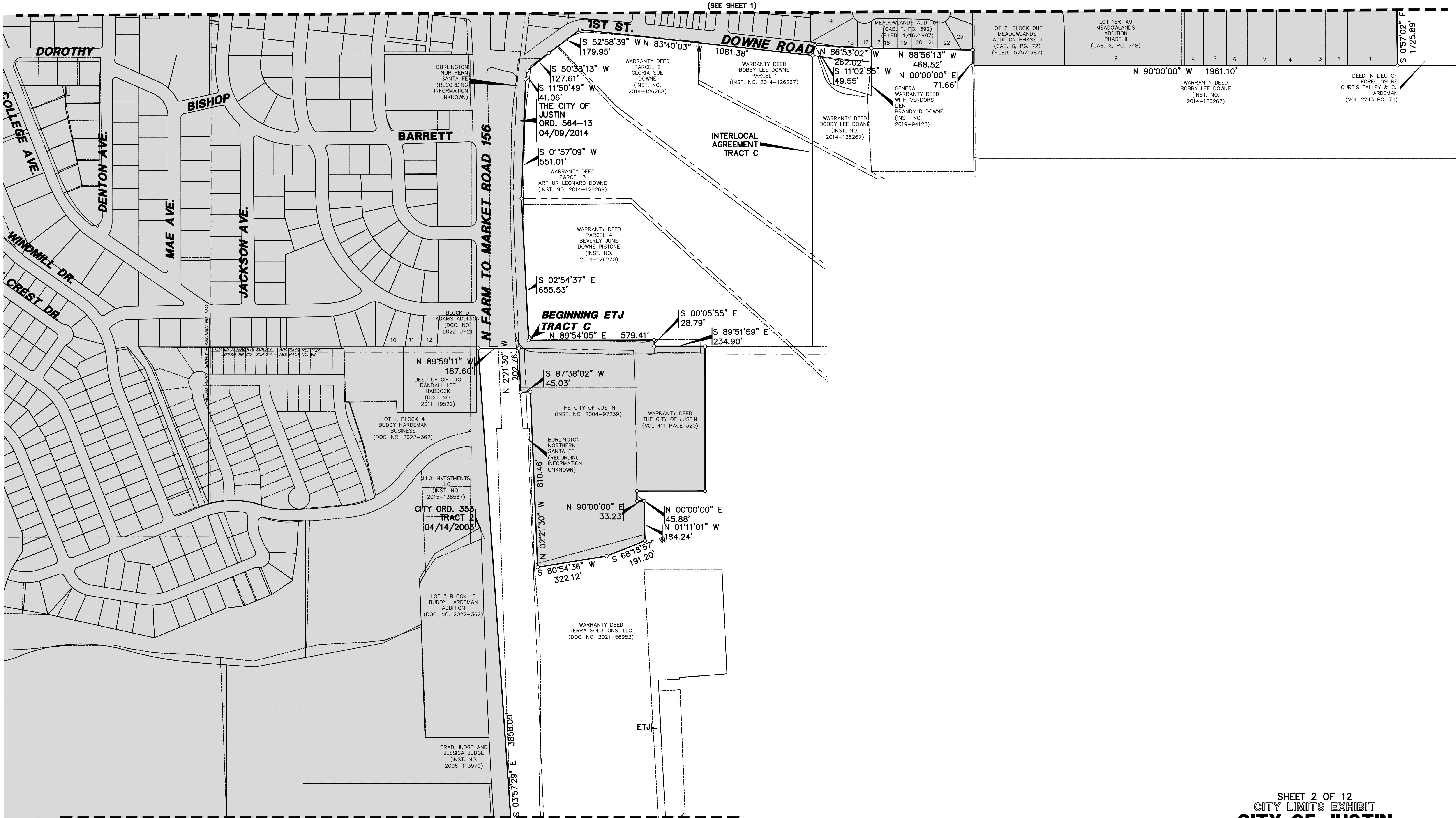
Phone (817) 412-7155
4000 Bryant Irvin Road Fort Worth, TX 76109

WESTWOOD PROFESSIONAL SERVICES, INC.
WESTWOODPS.COM

DRAWN BY MAJ	CHECKED BY MLL	SCALE 1"=200'	DATE 02/14/2024	JOB NUMBER R0039226.00
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CITY LIMITS EXHIBIT-CITY OF JUSTIN

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NOTES

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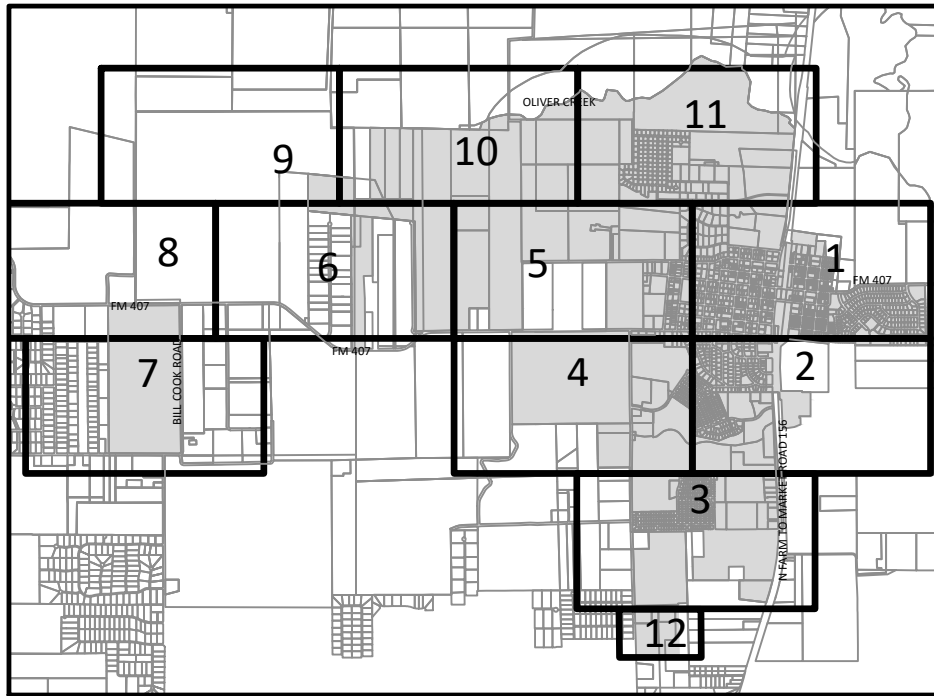
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CITY ORDINANCE 698.21	05/12/2021
SETTLEMENT AGREEMENT	04/26/2021
CITY ORDINANCE 763-23	10/26/2023

SHEET 2 OF 12 CITY LIMITS EXHIBIT CITY OF JUSTIN

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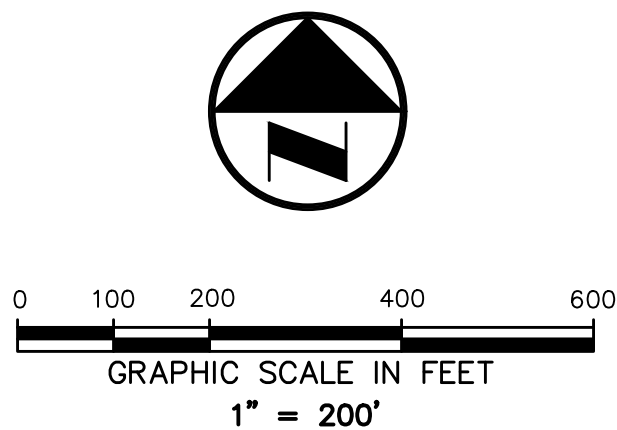
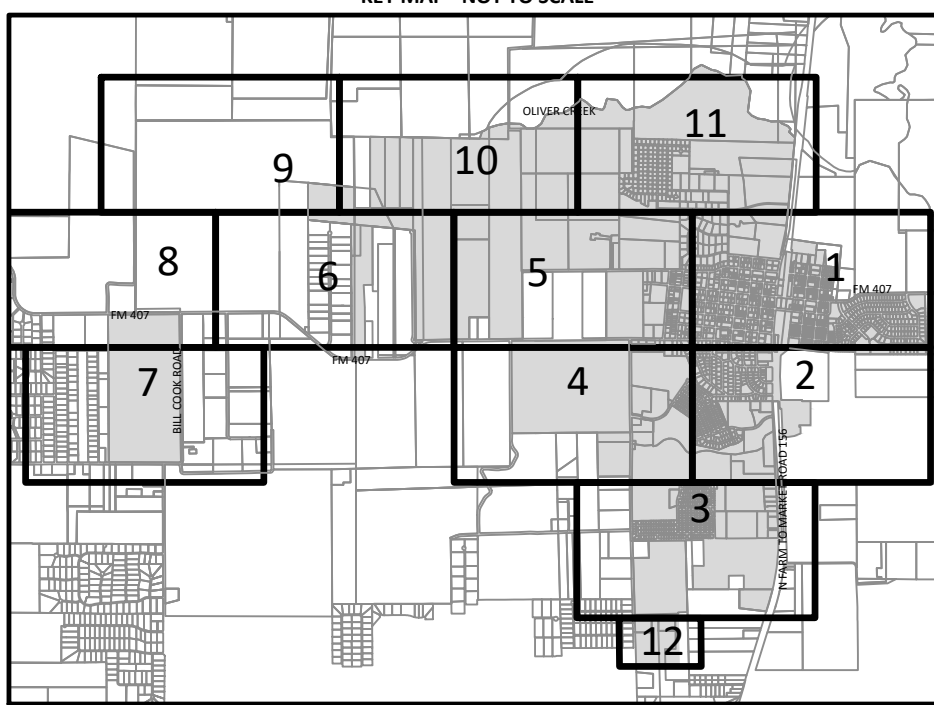
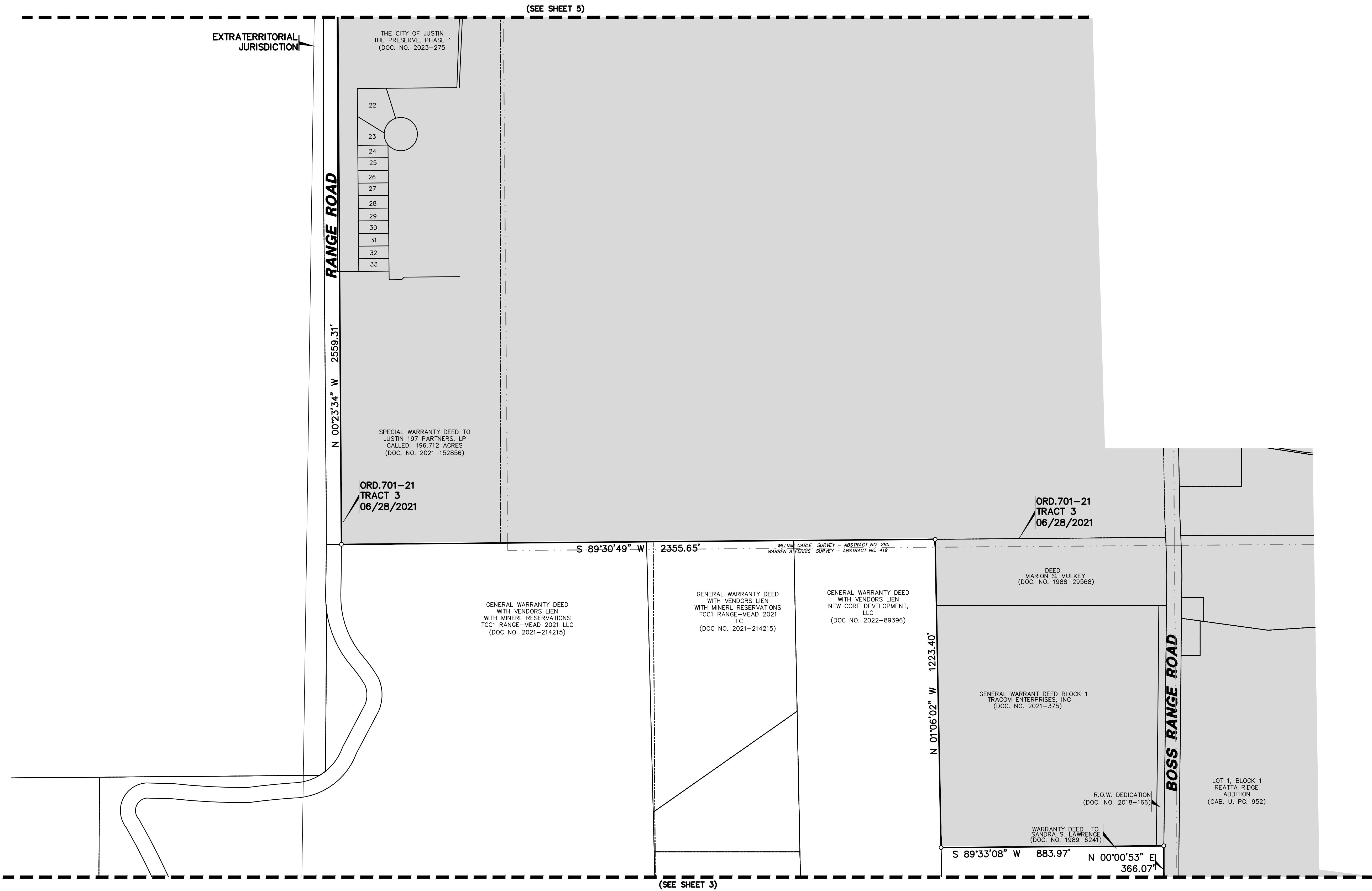
Westwood		WESTWOOD PROFESSIONAL SERVICES, INC. WESTWOODPS.COM	
Phone (817) 412-7155 4000 Bryant Irvin Road Fort Worth, TX 76109		TBPE FIRM REGISTRATION NO. F-11756 TBPLS FIRM REGISTRATION NO. LS-10074301	
DRAWN BY MAJ	CHECKED BY MLL	SCALE 1"=200'	JOB NUMBER R0039226.00



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YOUNG A-1444, WILLIAM REED A-1071, JOSEPH SUTTON
A-1151, MEP&P RR CO A-207
DENTON COUNTY, TEXAS

		WESTWOOD PROFESSIONAL SERVICES, INC. WESTWOODWORKS.COM	
Phone (817) 412-7155 4060 Bryant Irvin Road Fort Worth, TX 76109		TBPE FIRM REGISTRATION NO. F-11756 TBPLS FIRM REGISTRATION NO. LS-10074301	
<i>DRAWN BY</i>	<i>CHECKED BY</i>	<i>SCALE</i>	<i>DATE</i>
MAJ	MLL	1"=200'	02/14/2024
			<i>JOB NUMBER</i>
			R0039226.00



NOTES

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SETTLEMENT AGREEMENT	04/26/2021
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SHEET 4 OF 12
CITY LIMITS EXHIBIT
CITY OF JUSTIN
LOCATED IN THE CITY OF JUSTIN AND BEING OUT OF THE
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A-1151, MEP&P RR CO A-207
DENTON COUNTY, TEXAS

Westwood

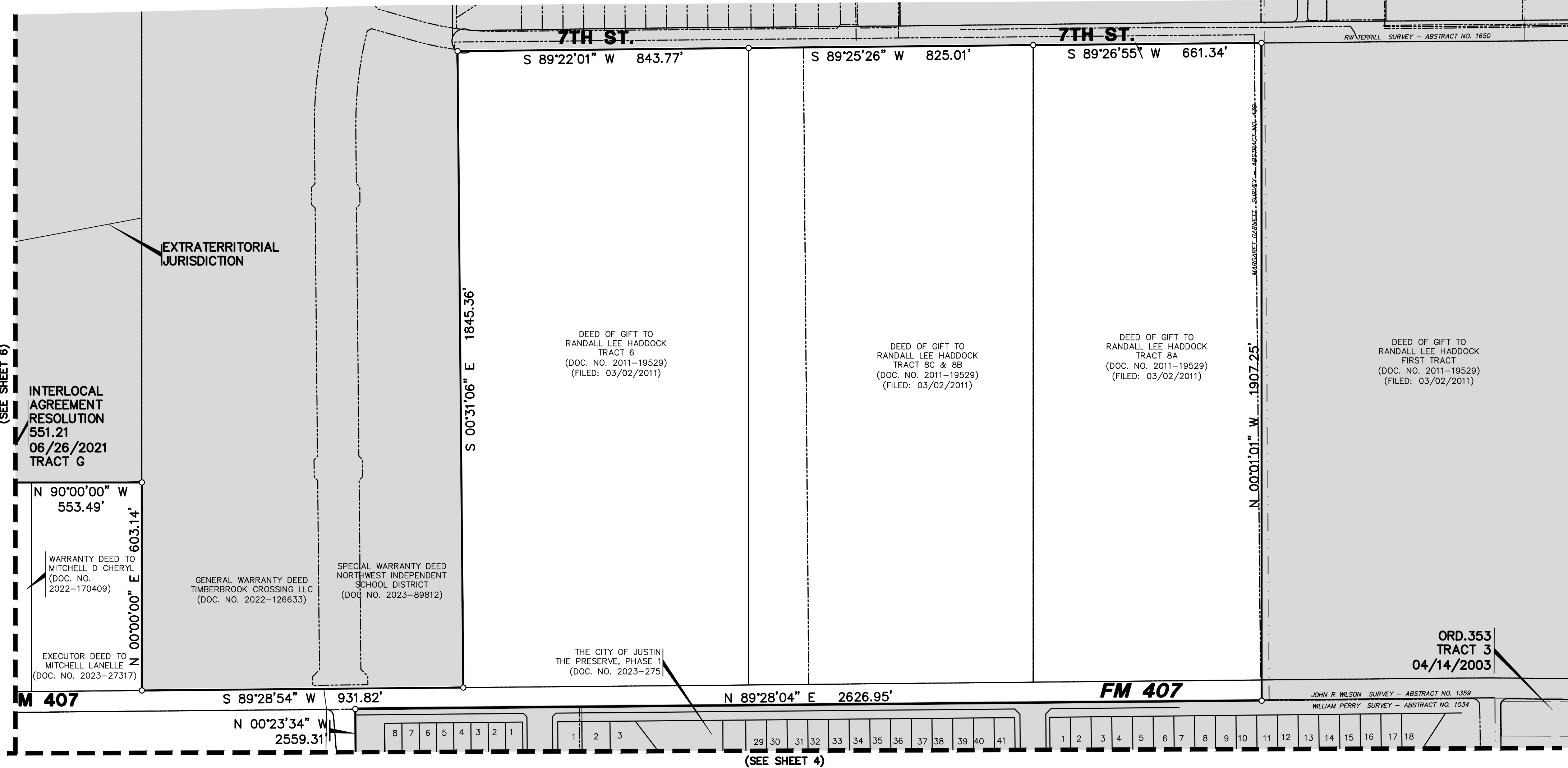
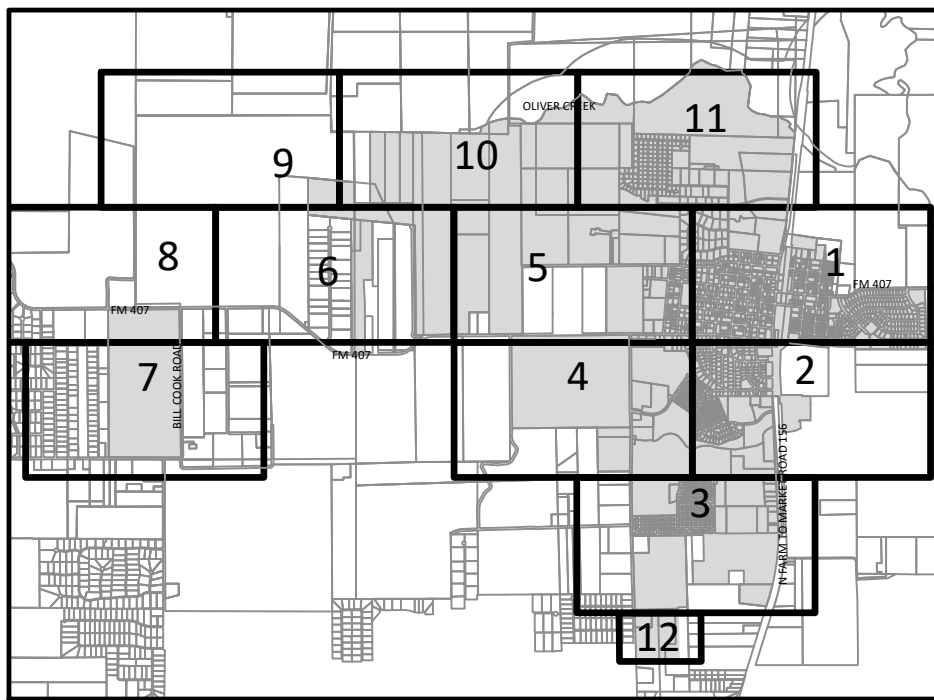
Phone (817) 412-7155
4060 Bryant Irvin Road Fort Worth, TX 76109

WESTWOOD PROFESSIONAL SERVICES, INC.
WESTWOODPS.COM

Phone (817) 412-7155
4060 Bryant Irvin Road Fort Worth, TX 76109

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MAJ	MLL	1"=200'	02/14/2024	R0039226.00

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NOTES

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SETTLEMENT AGREEMENT	04/26/2021
CITY ORDINANCE 763-23	10/26/2023

SHEET 5 OF 12
CITY LIMITS EXHIBIT
CITY OF JUSTIN

LOCATED IN THE CITY OF JUSTIN AND BEING OUT OF THE
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DENTON COUNTY, TEXAS

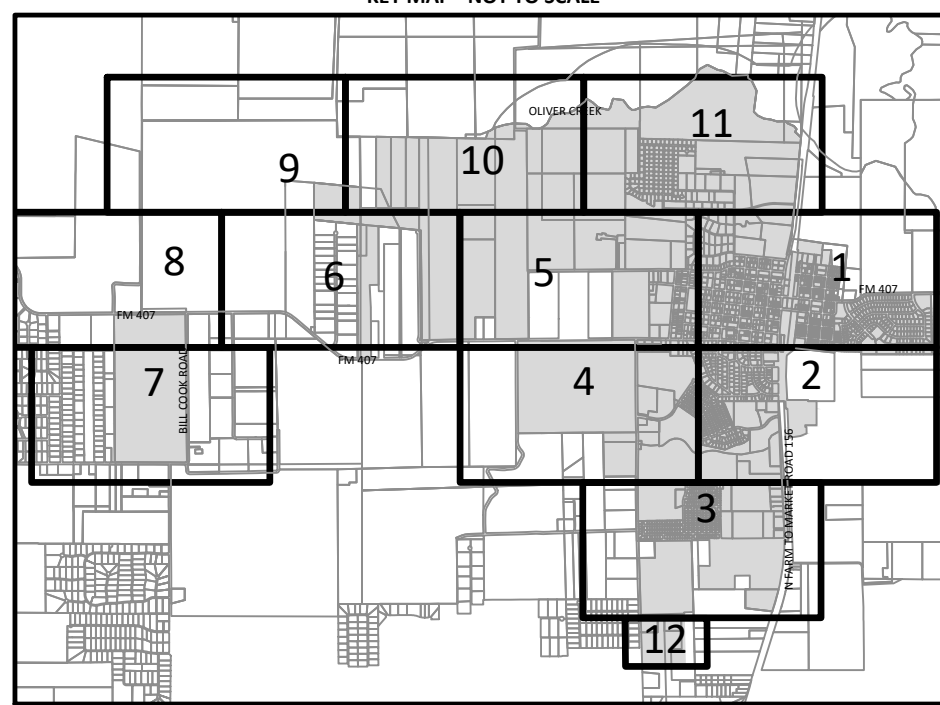
Westwood

Phone (817) 412-7155
4060 Bryant Irvin Road Fort Worth, TX 76109

WESTWOOD PROFESSIONAL SERVICES, INC.
WESTWOODPS.COM

TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. LS-10074301

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
MAJ	MLL	1"=200'	02/14/2024	R0039226.00



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FOR THE CITY OF JUSTIN

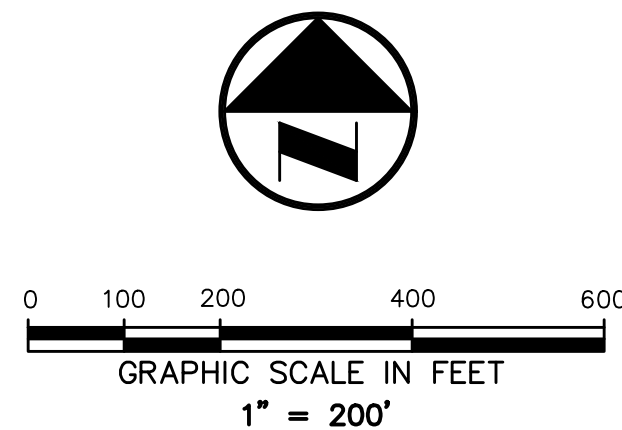
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SETTLEMENT AGREEMENT	04/26/2021
CITY ORDINANCE 763-23	10/26/2023

SHEET 6 OF 12
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CITY OF JUSTIN
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YOUNG A-1444, WILLIAM REED A-1071, JOSEPH SUTTON
A-1151, MEP&P RR CO A-207
DENTON COUNTY, TEXAS

Westwood
Phone (817) 412-7155
4060 Bryant Irvin Road Fort Worth, TX 76109

WESTWOOD PROFESSIONAL SERVICES, INC.
WESTWOODPS.COM
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. LS-10074301

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NORTH CENTRAL ZONE 4202.

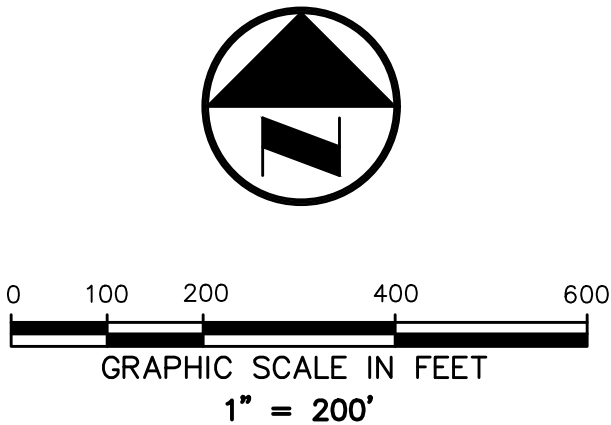
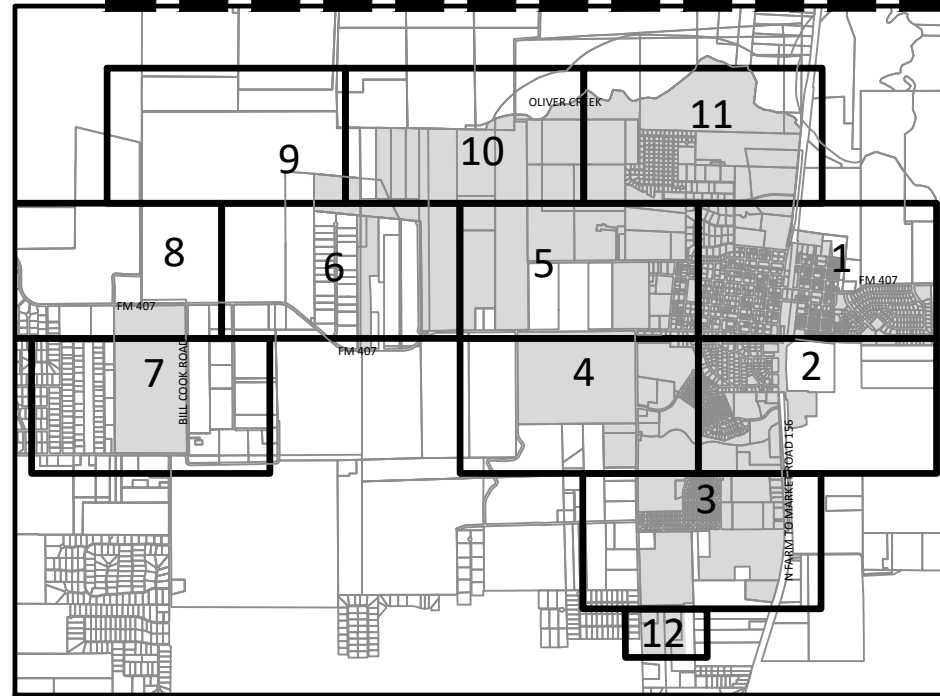
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A-1151, MEP&P RR CO A-207
DENTON COUNTY, TEXAS

		WESTWOOD PROFESSIONAL SERVICES, INC. WESTWOODPPS.COM	
Phone (817) 412-7155 4060 Bryant Irvin Road Fort Worth, TX 76109		TBPE FIRM REGISTRATION NO. F-117566 TBPLS FIRM REGISTRATION NO. LS-100474301	
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JOB NUMBER R0039226.00			

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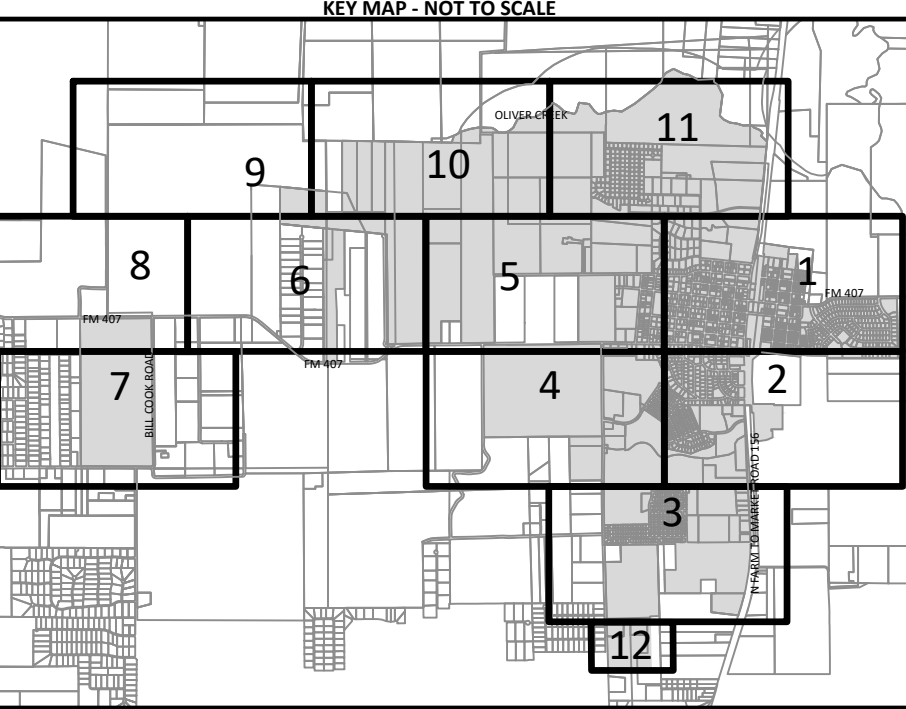
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CITY LIMITS EXHIBIT-CITY OF JUSTIN



SHEET 10 OF 12
CITY LIMITS EXHIBIT
CITY OF JUSTIN

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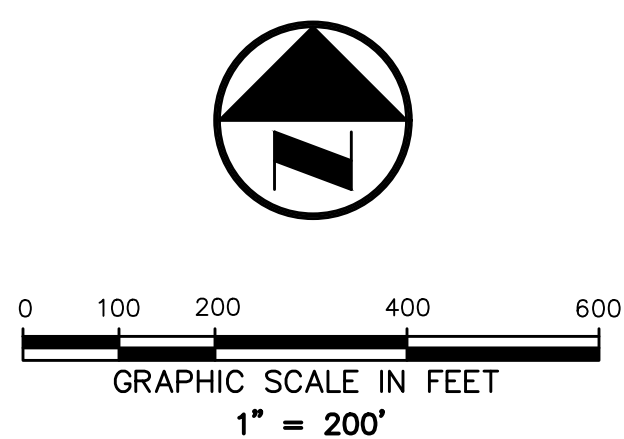
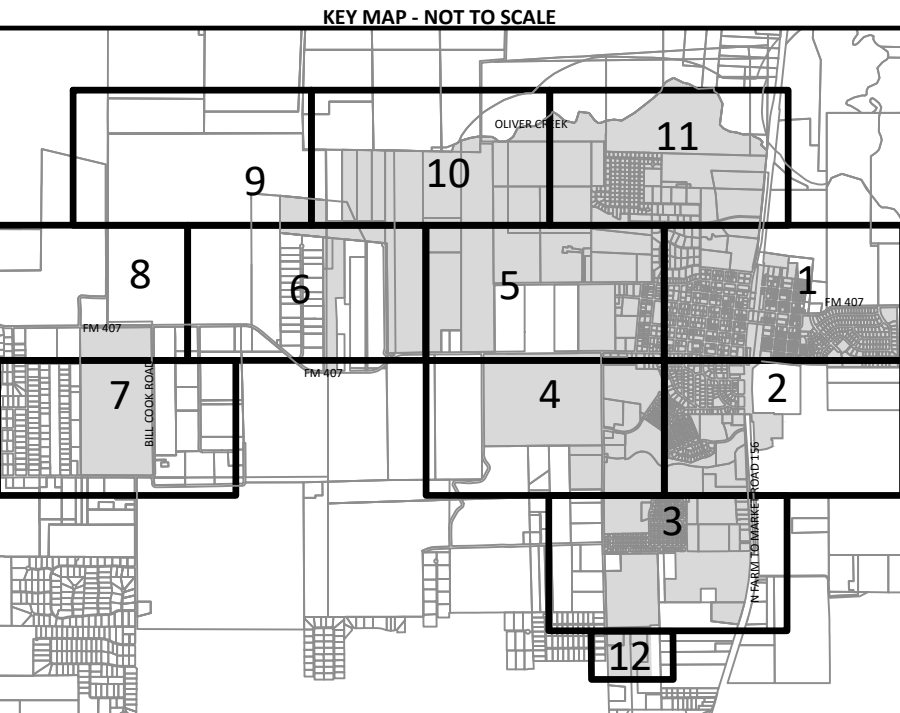
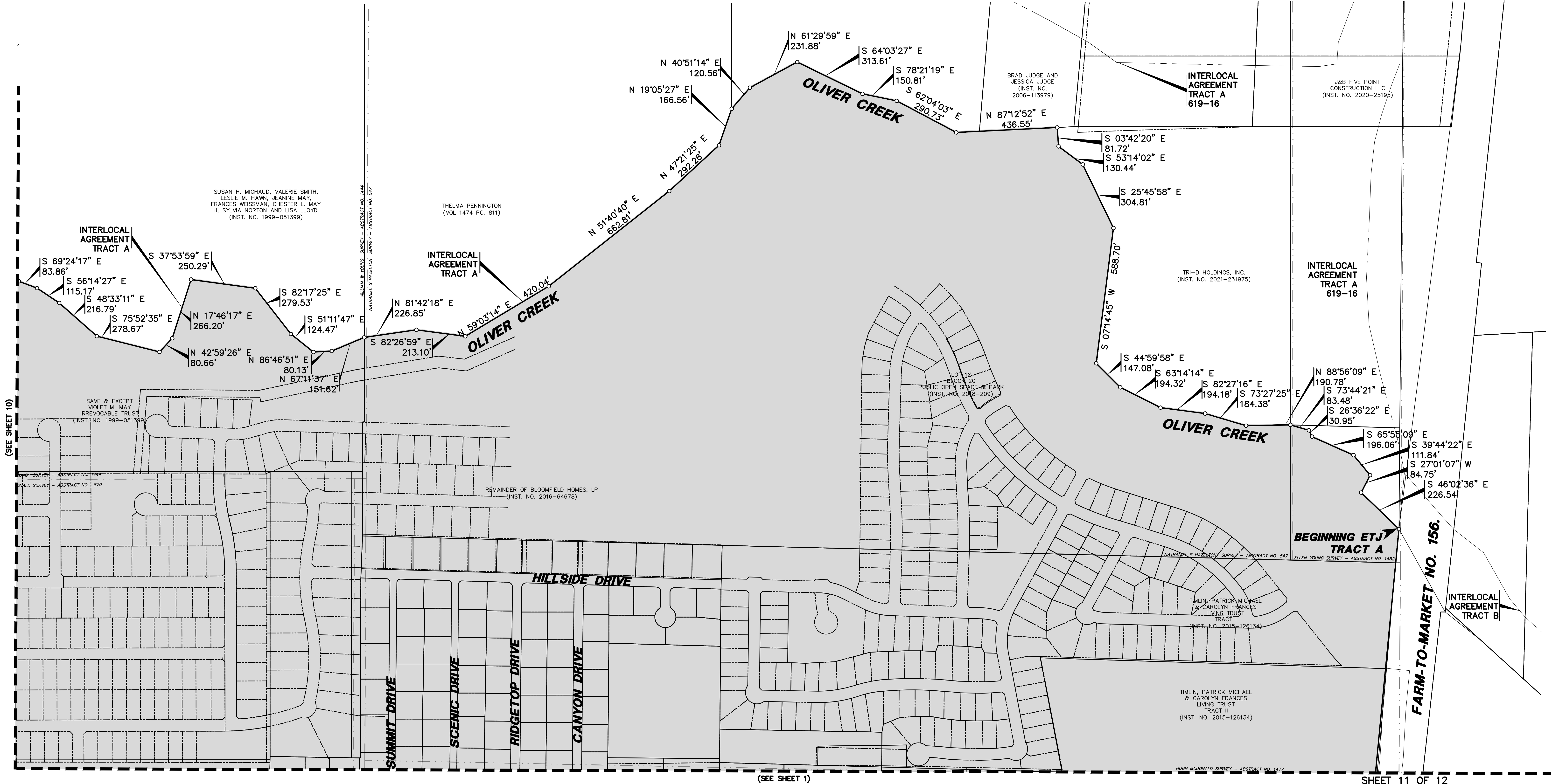


Phone (817) 412-7155
4900 Bryant Irvin Road Fort Worth, TX 76109

WESTWOOD PROFESSIONAL SERVICES, INC.
WESTWOODPS.COM

TPBE FIRM REGISTRATION NO. F-11756
TPBLS FIRM REGISTRATION NO. LS-10074301

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
MAJ	MLL	1"=200'	02/14/2024	R0039226.00



NOTES

NOTES:
BEARING SYSTEM FOR THIS IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH THIS WAS PREPARED.

ORDINANCES AND RESOLUTIONS REFERENCED TO DETERMINE LOCATION OF CURRENT CITY LIMITS FOR THE CITY OF JUSTIN	
CITY ORDINANCE 353	04/14/2003
CITY ORDINANCE 503-11	01/10/2011
CITY ORDINANCE 564-13	04/09/2014
CITY ORDINANCE 707-21	08/24/2021
RESOLUTION 551-21	04/26/2021
CITY ORDINANCE 693-21	05/12/2021
CITY ORDINANCE 690-21	04/26/2021
CITY ORDINANCE 696-21	04/12/2021
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CITY ORDINANCE 698-21	05/12/2021
SETTLEMENT AGREEMENT	04/26/2021
CITY ORDINANCE 763-23	10/26/2023

SHEET 11 OF 12
CITY LIMITS EXHIBIT
CITY OF JUSTIN

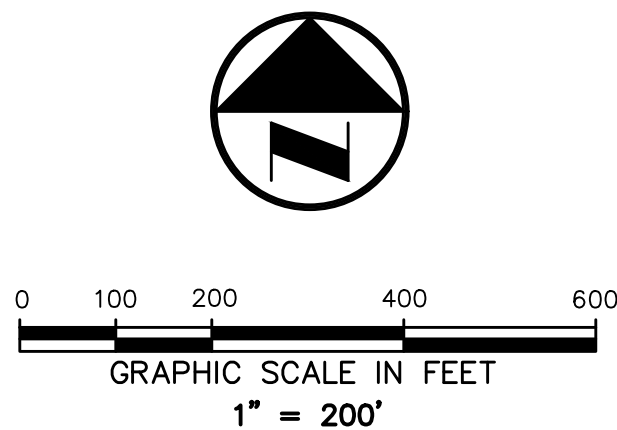
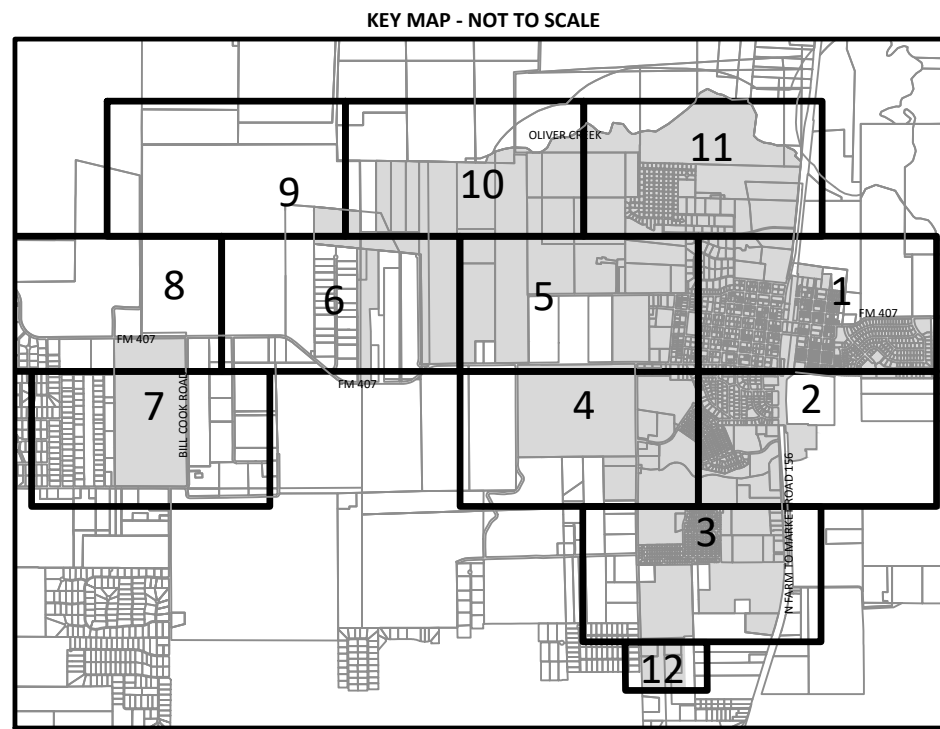
LOCATED IN THE CITY OF JUSTIN AND BEING OUT OF THE WILLIAM D. REED A-1125, WILLIAM C. BROOKFIELD A-34, CARL BOEGER A-121, MARGARET GARNET A-439, WILLIAM CABLE A-285, WARREN A. FERRIS A-419, MARY POLK A-993, MEP&P RR CO A-908, STEPHEN R. ROBERT A-1127, EDWARD F. SPRINGER A-1166, HENRY TUCKER A-1254, HUGH MCDONALD A-1477, ELLEN YOUNG A-1452, NATHANIEL S. HAZELTON A-547, WILLIAM W. YOUNG A-1444, WILLIAM REED A-1071, JOSEPH SUTTON A-1151, MEP&P RR CO A-207 DENTON COUNTY, TEXAS

Westwood
Phone (817) 412-7155
4060 Bryant Irvin Road Fort Worth, TX 76109

WESTWOOD PROFESSIONAL SERVICES, INC.
WESTWOODPS.COM
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. LS-10074301

DRAWN BY MAJ	CHECKED BY MLL	SCALE 1"=200'	DATE 02/14/2024	JOB NUMBER R0039226.00
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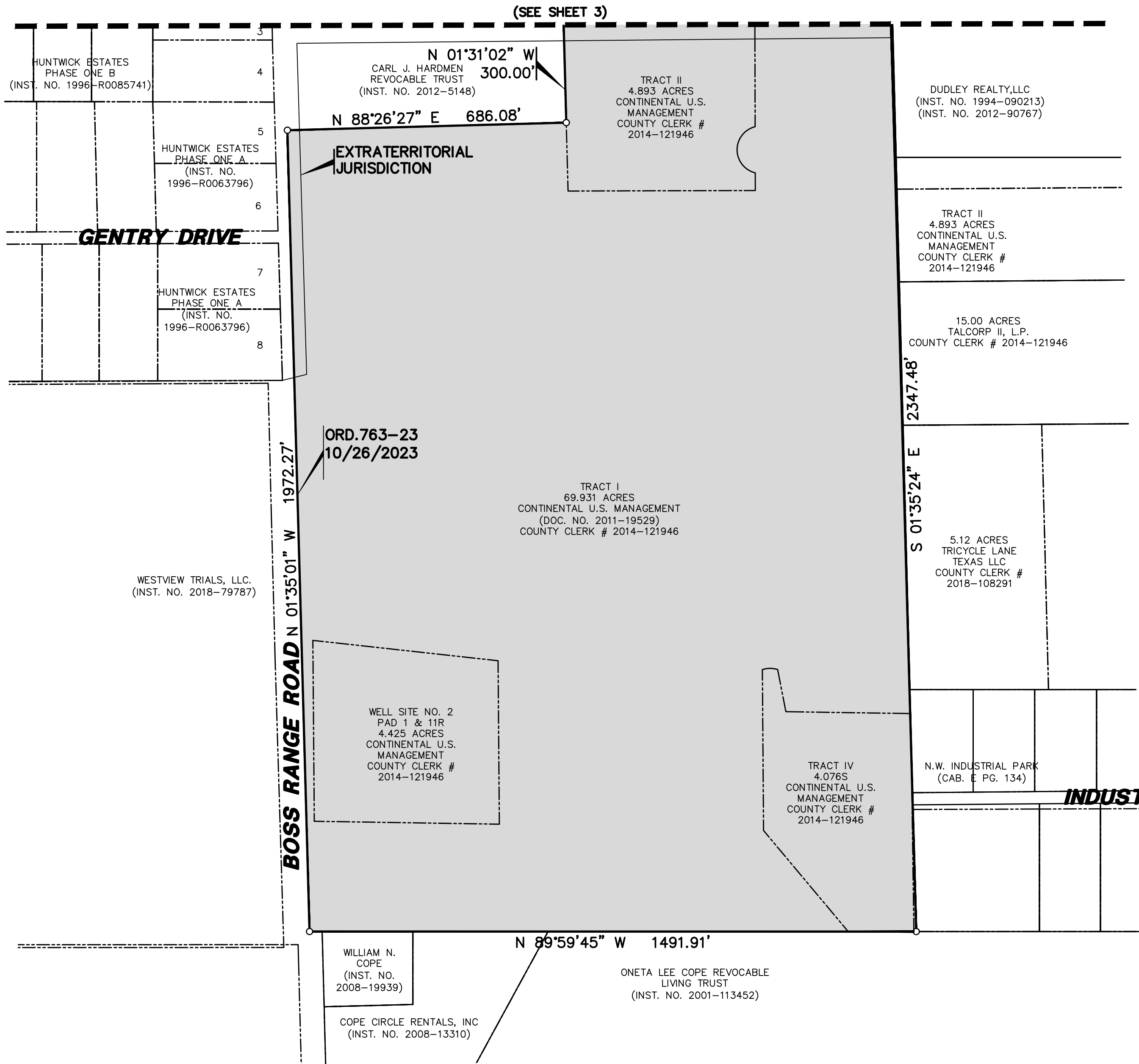
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NOTES

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SHEET 12 OF 12
CITY LIMITS EXHIBIT
CITY OF JUSTIN

LOCATED IN THE CITY OF JUSTIN AND BEING OUT OF THE
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YOUNG A-1444, WILLIAM REED A-1071, JOSEPH SUTTON
A-1151, MEP&P RR CO A-207
DENTON COUNTY, TEXAS

Westwood

WESTWOOD PROFESSIONAL SERVICES, INC.
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4060 Bryant Irvin Road Fort Worth, TX 76109

TBPE FIRM REGISTRATION NO. F-11756
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DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
MAJ	MLL	1"=200'	02/14/2024	R0039226.00



City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 11. (WORKSHOP)

Title: Discussion regarding policy on freezing temperature water bill credit.

Department: Administration

Contact: Jarrod Greenwood, City Manager, Dylan James, Councilmember

Recommendation:

This item is for discussion only. No action will be taken.

Background:

The Metroplex experienced approximately 89 hours of freezing temperatures from January 13th until late morning on January 17th. During this extended period of freezing temperatures, customers were encouraged to drip their faucets in an effort to prevent their pipes from freezing and being damaged.

Councilmember James has requested a discussion by Council to consider implementing a credit to utility bills with the following criteria:

- not more than \$25
- a customer would need to affirmatively request the credit
- definite expiration date
- one-time only

There are examples of other municipalities in DFW providing a winter storm credit with each utilizing different approaches ranging from: using the customer's same volume from the previous year, i.e. 2022, or from the previous month, i.e. December; applying a standard credit to all accounts; to crediting a fixed volume reduction to the account.

This item presents Council with the opportunity to discuss and determine what direction to give staff.

City Attorney Review: Yes

Attachments:

None



City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 12. (WORKSHOP)

Title: Discussion regarding the purchase of a generator for City Hall.

Department: Police

Contact: Brian Frieda, Police Chief

Recommendation:

This is for discussion only.

Background:

Council will recall that while there have been discussions in the past about the need for a back-up generator at City Hall, one was not installed. Staff has consulted with vendor to provide up-to-date estimates of what it would take to move forward with this initiative. We have included these for your review and our discussion.

Some of the issues to consider regarding the installation of a generator at City Hall:

City Hall is a critical function facility that is the Emergency Operations Center for emergency response and coordination during disasters such as storms, earthquakes, or power outages. A backup generator ensures that essential operations can continue even if the primary power source fails during such events.

City Hall houses our Police Department, essential services and functions that need to operate without interruption, such as emergency communication systems, data centers, and administrative offices. A backup generator helps maintain continuity of operations during power outages, ensuring that essential services can continue serving the community.

City Hall serves as a shelter or staging area during emergencies, like a cooling or warming station that we have done in the past. A backup generator would ensure that necessary facilities like lighting, heating, cooling, and communication systems remain operational to support public safety efforts and provide assistance to residents. As Council will recall, there have been times during hot and cold weather that City Hall lost power and was not able to perform this vital function for our residents.

City Hall often houses important infrastructure, such as servers, communication systems, and emergency response equipment. A backup generator helps protect this critical infrastructure from damage or data loss that could occur during power outages.

City Hall serves as a central point for community services, such as distributing emergency supplies, providing information, and coordinating assistance programs. A backup generator ensures that these services can be maintained even in adverse conditions.

Having a backup generator at City Hall is essential for ensuring the resilience and reliability of government operations, emergency response efforts, and community support services, especially during times of crisis or natural disasters.

City Attorney Review: No

Attachments:

1. City of Justin Municipal Complex KDSD-250 Quote
2. City of Justin 240kW Rental Quote
3. ESTIMATE JUSTIN CITY HALL GENERATOR INSTALL AND WIRING 2024
4. KDSD-250 - Drawing
5. KDSD-250 - Spec Sheet
6. KDSD-250 - Tank Drawing
7. Police Parking Generator Location



Date: 2/6/2024
Quote No: CJ24-KDSPL-02062024TRB

Subject: City of Justin Municipal Complex

United Engines, LLC submits the following proposal for the equipment below:

One (1) Stewart & Stevenson Model KDSD-250 Diesel Generator Set:

Rating: 250 kW / 313 kVA @ 120/240V 3Ø, 752 Full Load Amps
Engine: Volvo 7.7L Diesel Engine, 1800 RPM, EPA Tier 3 Certified for Emergency Standby
Compliance: NFPA-110 Level 1, UL2200 Listed
Fuel Tank: 898 Gallon, 48 Hour Run Time at Full Load, UL 142 Listed
Enclosure: Sound Level 3 with Vertical Air Discharge, Aluminum Construction, 70 dBA
Silencer: Internally Mounted within Enclosure, Critical Grade
Controller: Basler DGC-2020 Digital Control Panel, Mounted Left Side
Breaker: 800 Amp, 3-Pole, 100% Rated with Electronic LI Trip, Mounted Right Side
Block Heater: 2250 Watt, 208V 1Ø (AC Wiring by Others)
Battery Charger: 6 Amp, 24VDC / 120VAC 1Ø, Factory Installed
Batteries: Engine Starting Batteries Shipped with Unit
Warranty: 5-Year, Comprehensive from Date of Startup
Startup: Standard Startup Services with 2-Hour Load Bank Test

One (1) Automatic Transfer Switch:

Rating: 800 Amp @ 120/240V 3Ø, 3-Pole Solid Neutral
Controller: Electronic Microprocessor with LCD Display
Type: Open Transition with Inphase Monitor
Enclosure: Nema 3R Outdoor
Warranty: 5-Year Comprehensive From Ship Date



Notes: Included is Four (4) days for Start UpOne (1) Trip, 1 hour for and Training by factory trained technician, during the hours of 8:00am to 4:30pm Monday through Friday. Working after normal hours will incur overtime charges and require a separate Purchase Order.

- Freight is included in this proposal to one location.
- Jobsite Exhaust Pressure Test, Engine Emissions Test, Voltage & Transient Test, Harmonics and Sound Level Testing, Coordination Study, Infrared Scanning, Installation, Offloading, and Fuel are all not included.
- Mechanical lugs are provided as standard on main line circuit breakers and automatic transfer switches. Varying lug arrangements are not available due to UL2200 listings
- Equipment sized and rated, per the conditions set forth in the project specifications. Failures or de-rates caused by improper site design are at the responsibility of others.
- All seismic installation certification shall be by others.
- All orders without approved credit will require a current credit card or 50% down payment upon order.
- Quoted pricing firm for 30 days. ALL Orders after 30 days are subject to price increases.
- All orders are NET 30 with approved credit. Price does not include federal, state, or local taxes.
- Quoted per Plans and Specs. Addendum(s) 0 Acknowledged.
- **Delivery: Generator 10-12 Weeks, ATS 18-20 Weeks from date of confirmed purchase order.**

All sales are subject to Terms and Conditions of Sale, which can be found at link below and which are incorporated by reference into this document as if fully set forth herein.

<https://unitedholdingscorp.com/wp-content/uploads/2019/01/ue-terms-conditions.pdf>

Stewart & Stevenson Power Products, LLC includes the following disclaimer: All prices are subject to change without prior notice due to unprecedented steel surcharges, trucking prices and/or unforeseen economic circumstances.

Total Package Price: \$116,480.00

We appreciate the opportunity to be of service to you. Should you have any questions concerning the above, or require further information, please do not hesitate contacting us.

Sincerely,

Chris Johns

Stewart & Stevenson Power Products, LLC

Cell: (972) 742-9644

Email: Chris.Johns@kirbycorp.com

Acceptance of Quoted approved by: _____

Date: _____



RENTAL QUOTATION

City of Justin

February 2, 2024

Thank you for the opportunity to provide Stewart & Stevenson rental equipment for your upcoming project. We appreciate your confidence in us to provide the best equipment and service available. Our proposal is as follows:

Equipment and Run Rates:

240kW Portable Diesel Generator

Weekly

\$4200

Monthly

\$12,600

Above pricing allows for **triple shift (unlimited)** operation. 24hrs/day, 168hrs/wk, and 672hrs/mnth

Cable:

15 pieces of 4/0 cable per 150' run
*tails included

Weekly

\$525

Monthly

\$1575

Maintenance:

The above rental equipment must have a fluid and filter change every 250 hours of operation.

This is the responsibility of the customer.

Stewart & Stevenson can provide generator service.

Maintenance only pertains to rentals with at least 250 hours operating hours.

Customer is responsible for keeping a record of hours and scheduling service.

Freight:

Roundtrip Freight, Justin, TX (Includes delivery and pickup during normal business hours)
\$800/unit

Fuel:

The unit has a 320 gallon fuel tank and will burn 19 gph at full load.

If fuel is needed only upon return, the per gallon charge will be \$ 7.00.

Stewart & Stevenson can arrange on site fueling at cost plus 20% at your request.

Technician Rates: (if needed for set-up, start-up, teardown, or customer related problems)

\$ 162.00/hour Regular Time

\$ 243.00/hour Overtime

\$ 324.00/hour Holiday

\$ 7.00/mile Mileage

Customer Responsibilities:

Insurance to cover replacement cost of equipment.

Check and maintain oil and water levels on a daily basis.

All final electrical connections

To pay any applicable taxes, unless exemption form is supplied

Any required permits

Contacting S&S and confirming off rental

Keeping a record of hours and scheduling service

A 3% Environmental fee will be applicable on all rentals and servicing

A 15% Damage Waiver fee will be applicable on all rentals unless the customer provides an insurance binder showing Stewart & Stevenson as additionally insured for rentals and leases.

*****As of January 1, 2011 the State of Texas requires a 1.5% TERP tax on all diesel driven rental equipment*****

Payment Terms:

Net 30 days, 28 day billing cycle

Terms and Conditions:

Any rental that results from this quotation would be subject to our normal conditions of agreement.

The above detailed pricing, equipment selection, and equipment configurations are subject to prior commitment and valid for 30 days. I trust the above information meets your requirements and look forward to working with you on this project. If you should have any questions, please do not hesitate to call at any time.

Sincerely,

Brett Conley

Power Rental Division

Stewart & Stevenson LLC

Office: 214-623-1613

Cell: 214-728-3326

E-mail: b.conley@ssss.com



ESTIMATE

Control Specialist Services, L.P.
PO Box 1479*4916 E. Hwy 380
Decatur, TX 76234
www.csstex.com

DATE: February 14, 2024

To: City of Justin
Location: City Hall
Attn: City Josh Little/Brian Frieda Chief of Police

Subject: Generator installs

This estimate includes the following services:

- Concrete slab for generator
- New parallel conduits up pole 600mcm feeders
- New generator installs
- New ATS install
- New main disconnects
- New distribution panel
- New junction termination box on overhang

Material

1- 1 New Square D safety switch heavy duty, fusible 800A	
4 Wire 3Pole, NEMA 3	\$ 8,251.00
2- 3 Each MFZ A4BY450 Fuse, Form480	\$ 2,771.00
3- 1 Each 30" x 24" x 12" steel junction box continuous hinge	
Enclosure w/clamps LP Type	\$ 1,683.00
4- 200' 4" Aluminum ridged conduit	\$ 3,324.00
5- 100' 4" PVC conduit sch.40/10'	\$ 687.00
6- 8 Each 4" pvc 90's elbow	\$ 247.00
7- 8 Each 4" Aluminum 90's elbow	\$ 1,030.00
8- 2 Each 4" service entry cap clamp aluminum	\$ 262.00
9- 6 Each 4" ZINC D/C W/T Hub	\$ 406.00
10- 660' wire THHN600MCM Blk. Stranded	\$ 9,985.00
11- 200' wire THHN 1/0 Grn. Stranded	\$ 636.00
12- 1 New Square D distribution panel 800amp 230v/120 3ph	
With 5- 200 amp breakers Type 3R/5/12	
Box 68"h x 42"w x 12.95 d	\$ 9,877.00
13- Random wire, conduit, fittings, etc.	\$ 5,000.00
14- Concrete pad for Generator, forms, rebar, etc.	\$ 3,755.00
Crane rental	\$ 1,355.00

Rental mini excavator	\$ 3,557.00
Labor installs	\$ 27,200.00
Transportation energy cost	\$ 4,000.00
Total \$ 84,026.00	

Note: price is an estimate due to any unforeseen developments

Note: price does not include any unforeseen parts or labor

Note: price does not include freight pre pay & add

Note: price does not include original call out

Note: Due to logistical volatility, partial billing for stored materials shall apply

Note: Estimated delivery 8 to 10 weeks after approval

EXCLUSIONS:

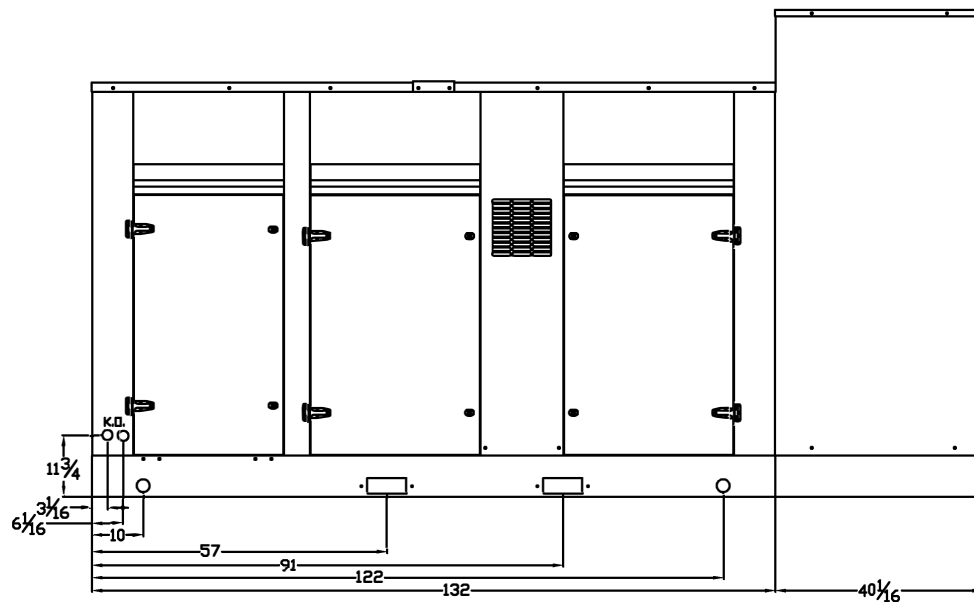
Bypassing of station and/or operating of city valves. It is the responsibility of the city to provide safe working conditions.

If extra labor or materials not described above are required due to unforeseen problems the owner will be notified for approval before work is completed. This ESTIMATE is good for 30 days from the date referenced above. We thank you for considering Control Specialist Services for your service needs.

Please call if you have any questions.

Sincerely,
Ray Reaves
Sales Manager
940-626-1415
Email rayr@csstex.com

(GEN-SET HAS (6) DOORS, (3) SHOWN OPEN ARE TYPICAL FOR BOTH SIDES)



Page 315 of 324



60 HZ MODEL
KDSD-250

LIQUID COOLED DIESEL ENGINE GENERATOR SET

Model	HZ	STANDBY
		120°C RISE
KDSD-250	60	250



All generator sets are USA prototype built and thoroughly tested. Production models are USA factory built and 100% load tested.



UL2200, UL1446, UL508, UL142, UL498



NFPA 110, 99, 70, 37

All generator sets meet NFPA-110 Level 1, when equipped with the necessary accessories and installed per NFPA standards.



NEC 700, 701, 702, 708



NEMA ICS10, MG1, ICS6, AB1



ANSI C62.41, 27, 59, 32, 480, 40Q, 81U, 360-05

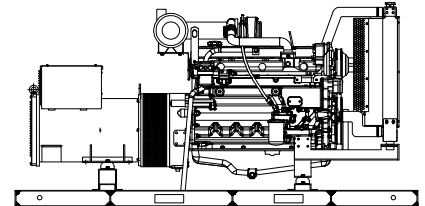


ASCE 7-05 & 7-10

All generator sets meet 180 MPH rating.

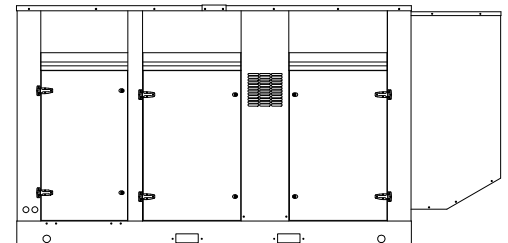


EPA 40CFR Part 60, 1048, 1054, 1065, 1068



“OPEN” GEN-SET

There is no enclosure, so gen-set must be placed within a weather protected area, uninhabited by humans or animals, with proper ventilation. Silencer not supplied, as installation requirements are not known. However, this item is available as optional equipment.



“LEVEL 2” HOUSED GEN-SET

Full aluminum weather protection and superior sound attenuation for specific low noise applications. Critical grade muffler is standard.

GENERATOR RATINGS

GENERATOR MODEL KDSD-250	VOLTAGE		PH	HZ	120°C RISE STANDBY RATING		POWER LEAD CONNECTIONS
	L-N	L-L			KW/KVA	AMP	
	120	208	3	60	250/312.5	868	12 LEAD LOW WYE
	120	240	3	60	250/312.5	753	12 LEAD HIGH DELTA
	277	480	3	60	250/312.5	376	12 LEAD HIGH WYE
	127	220	3	60	250/312.5	821	12 LEAD LOW WYE
	346	600	3	60	250/312.5	301	4 LEAD DEDICATED 3 PH

RATINGS: All three phase gen-sets are 12 lead windings, rated at .8 power factor. 120° C “STANDBY RATINGS” are strictly for gen-sets that are used for back-up emergency power to a failed normal utility power source. This standby rating allows varying loads, with no overload capability, for the entire duration of utility power outage. All gen-set power ratings are based on temperature rise measured by resistance method as defined by MIL-STD 705C and IEEE STD 115, METHOD 6.4.4. All generators have class H (180°C) insulation system on both rotor and stator windings. All factory tests and KW/KVA charts shown above are based 120°C (standby) R/R winding temperature, within a maximum 40°C ambient condition. Generators operated at standby power ratings must not exceed the temperature rise limitation for class H insulation system, as specified in NEMA MG1-22.40. Specifications & ratings are subject to change without prior notice.

APPLICATION & ENGINEERING DATA

GENERATOR SPECIFICATIONS

Manufacturer.....Stamford Electric Generators
Model & Type..... S4L1D-D311, 4 Pole, 12 Lead, Three Phase
.....HCI434C17, 4 Pole, 4 Lead, 600V, Three Phase
Exciter.....Brushless, shunt excited
Voltage Regulator.....Solid State, HZ/Volts
Voltage Regulation.....½%, No load to full load
Frequency.....60 HZ
Frequency Regulation.....± ½% (1/2 cycle, no load to full load)
Unbalanced Load Capability.....100% of standby amps
One Step Load Acceptance.....100% of nameplate rating
Total Stator and Load Insulation.....Class H, 180°C
Temperature Rise.....120°C R/R, standby rating @ 40°C amb.
3 Ø Motor Starting @ 30% Voltage Dip (208-240V).....520 kVA
3 Ø Motor Starting @ 30% Voltage Dip (480V).....780 kVA
3 Ø Motor Starting @ 30% Voltage Dip (600V).....750 kVA
Bearing.....1, Pre-lubed and sealed
Coupling.....Direct flexible disc.
Total Harmonic Distortion.....Max 3½% (MIL-STD705B)
Telephone Interference Factor.....Max 50 (NEMA MG1-22)
Deviation Factor.....Max 5% (MIL-STD 405B)
Alternator.....Self ventilating and drip-proof
Ltd. Warranty Period.....24 Months from start-up date or
.....1000 hours use, first to occur.

GENERATOR FEATURES

- World Renown Stamford Electric Generator having UL-1446 certification.
- Full generator protection with **Basler DGC-2020** controller, having UL-508 certification.
- Automatic voltage regulator with over-excitation, under-frequency compensation, under-speed protection, and EMI filtering. Entire solid-state board is encapsulated for moisture protection.
- Generator power ratings are based on temperature rise, measured by resistance method, as defined in MIL-STD 705C and IEEE STD 115, Method 6.4.4.
- Power ratings will not exceed temperature rise limitation for class H insulation as per NEMA MG1-22.40.
- Insulation resistance to ground, exceeds 1.5 meg-ohm.
- Stator receives 2000 V. hi-potential test on main windings, and rotor windings receive a 1500 V. hi-potential test, as per MIL-STD 705B.
- Full amortisseur windings with UL-1446 certification.
- Complete engine-generator torsional acceptance, confirmed during initial prototype testing.
- Full load testing on all engine-generator sets, before shipping.

ENGINE SPECIFICATIONS AND APPLICATIONS DATA

ENGINE

Manufacturer.....VOLVO-PENTA
Model and Type.....TAD1350GE, 4 cycle, liquid Cooled
Aspiration.....Turbo After Cooler, Air to Air
Charged Air Cooled System.....Air to Air
Cylinder Arrangement.....6 Cylinders, In-Line
Displacement Cu. In. (Liters).....780 (12.8)
Bore & Stroke in (Cm).....5.16 x 6.22 (13.1 x 15.8)
Compression Ratio.....18:1
Main Bearings.....Tin Overlay with Babbitt Backing
Cylinder Head.....Cast Iron with overhead Cam
Pistons.....Aluminum Alloy with Graphite Coating
Crankshaft.....Induction Hardened, Heat Treated Forged
Valves.....Heat Treated and Hardened Exhaust Valve
Governor.....Electronic, EMS 2.2
Frequency Regulation.....± 1/4%
Air Cleaner.....Dry, Replaceable Cartridge
Engine Speed.....1800 rpm
Max Power, bhp (kwm) Standby.....382 (285)
BMEP: psi (MPa) Standby.....213 (1.5)
Ltd. Warranty Period.....2 Year or 1000 hrs, first to occur

FUEL SYSTEM

Type.....Diesel Fuel Oil (ASTM No. 2-D)
Combustion System.....Direct Injection
Fuel Injection Pump.....Electronic, Delphi E3
24 VDC Coolant heaters.....Optional Equipment
Fuel Filter.....Yes with Water Separator

FUEL CONSUMPTION

GAL/HR (LITER/HR)	STANDBY
100% LOAD	18.7 (70.7)
75% LOAD	14.3 (54.0)
50% LOAD	9.71 (36.8)

OIL SYSTEM

Type.....Full Pressure
Oil Pan Capacity qt. (L).....31.6 (29.9)
Oil Pan Cap. W/ filter qt. (L).....38 (35.9)
Oil Filter.....3, Replaceable Cartridge type

ELECTRICAL SYSTEM

Ignition System.....Electronic
Eng. Alternator/Starter: 24 VDC, negative ground, 80 amp/hr.

Recommended battery to -18°C (0° F):(2) 12 VDC, BCI# 27, Max. Dimensions: 12”lg x 6 3/4” wi x 9” hi, with standard round posts. Min output 700 CCA. Battery tray (max. dim. at 12”lg x 7”wi). This model has (2) battery trays, (2) hold down straps, (2) sets of battery cables, and (1) battery charger. Installation of (2) 12VDC starting batteries connected in series for 24VDC output is required, with possible higher AMP/HR rating, as described above, if the normal environment temperature averages -13° F (-25°C) or cooler.

CERTIFICATIONS

All engines are EPA emissions certified. All stationary diesel engines are Tier III compliant.

APPLICATION & ENGINEERING DATA

COOLING SYSTEM

Type of System	Air to Air, Charged Air Cooler
Coolant Pump	Pre-lubricated, self-sealing
Cooling Fan Type	Pusher (16)
Fan Diameter inches (cm)	35.1 (89)
Fan drive ratio	0.84:1
Ambient Capacity of Radiator °F (°C)	131 (55)
Engine Jacket Coolant Capacity gal. (L)	5.28 (20)
Radiator Coolant Capacity gal. (L)	6.34 (24)
Water Pump Capacity gpm (L/min)	87.0 (329)
Heat Reject Coolant: Btu/min	7,734
Air to Air Heat Reject, BTU/min.	3,981
Heat Radiated to Ambient, BTU/min	2,312
Low Radiator Coolant Level Shutdown	Standard
Note: Coolant temp. shut-down switch setting at 228°F (109°C) with 50/50 (water/antifreeze) mix.	

COOLING AIR REQUIREMENTS

Combustion Air cfm (m ³ /min)	840 (23.8)
Max Air Intake Restrictions:	
Clean Air Cleaner, KPA (psi)	5 (1.5)
Radiator Cooling Air, SCFM (m ³ /min)	11,449 (324)

EXHAUST SYSTEM

Exhaust Outlet Size	5"
Max. Back Pressure in KPA (in. H ₂ O)	10 (40)
Exhaust Flow, at rated KW, CFM (m ³ /min)	1,928 (55)
Exhaust Temp, (Stack) °F (°C)	824 (440)

SOUND LEVELS MEASURED IN dB(A)

	Open Set	Level 2 Encl.
Level 2, Critical Silencer	87	75
Level 3, Hospital Silencer		70

Note: Open sets (no enclosure) have optional silencer system choices due to unknown job-site applications. Level 2 enclosure has installed critical silencer with upgrade to Level 3 hospital silencer. Sound tests are averaged from several test points and taken at 23 ft. (7 m) from source of noise at normal operation.

DERATE GENERATOR FOR ALTITUDE

3% per 1000 ft.(305 meters) above 3000 ft. (914 meters) from sea level.

DERATE GENERATOR FOR TEMPERATURE

2% per 10°F (12°C) above 104°F (40°C)

DIMENSIONS AND WEIGHTS

	Open Set	Level 2 Enclosure
Length in (cm)	132 (335)	174 (442)
Width in (cm)	52 (132)	52 (132)
Height in (cm)	65 (165)	80 (203)
Net Weight lbs (kg)	5777 (2620)	7047 (3196)
Ship Weight lbs (kg)	6052 (2745)	7392 (3353)

BASLER DGC-2020 DIGITAL MICROPROCESSOR CONTROLLER



BASLER DGC-2020

The “2020” controller is a highly advanced integrated gen-set control system for single gen-set applications. This controller includes a backlit LCD display which continuously displays the status of the engine and generator at all times.

Basler “DGC-2020” includes: Generator metering (including three phase) • Engine – Generator protections including IEEE-[27] under voltage, [32] power, [40] loss of excitation, [59] over voltage, [81] over and under frequency, Exercise timer • SAE J1939 engine ECU communications • Expansion capabilities for both inputs and outputs with expansion • Remote communications through RS-485 to Basler’s RDP110 remote Display panel • (16) programmable contact inputs • (15) programmable contact outputs- (3) for up to 30AmpDC and (12) for up to 2 Amp DC • Illuminated Text Display • Front panel menu scroll buttons • Front panel operation mode buttons for STOP, RUN and AUTO • Alarm Silence and Lamp Test buttons

This controller includes expansion features including, RS485 (using MODBUS), direct USB connection with PC, expansion optioned using BESTCOMSPlus for remote annunciation and remote relay interfacing for a distance of up to 3300FT. The controller software is freely downloadable from the internet and allows monitoring with direct USB cable, LAN, or by internet via the built in web interface.



Further expansion is available by adding the optional RDP-110 remote display panel module. This featured device will allow Four programmable LEDs (2) alarms and (2) pre-alarms • (17) alarms and pre-alarms displayed from Basler controller • audible alarm horn •

lamp test and alarm silence buttons • RD100 local power supply inputs of either 12vdc or 24vdc • connects through Basler controller through RS-485 communications protocol • conduit box included for (2) mounting configurations- either surface mount or semi-flush mounting.

STANDARD FEATURES

STANDARD FEATURES

CONTROL PANEL:

Basler DGC-2020 digital microprocessor with logic allows programming in the field. Controller has:

- STOP-MANUAL-AUTO modes and automatic engine shutdowns, signaled by full text LCD indicators:
- Low oil pressure • Engine fail to start
- High engine temp • Engine over speed
- Low Radiator Level • Engine under speed
- Three auxiliary alarms • Over & under voltage
- Battery fail alarm

Also included is tamper-proof engine hour meter

ENGINE:

Fuel filter • Full flow Oil filter • Air filter • Fuel pump • Oil pump • Solenoid type starter motor • Hi-temp radiator • Jacket water pump • Thermostat • Pusher fan and guard • Exhaust manifold • Electronic Governor • 24 VDC battery charging alternator • Flexible fuel and exhaust connectors • Vibration isolators • Open coolant recovery system with 50/50 water to anti-freeze mixture • flexible oil & radiator hose • Shut-down sensors for low oil pressure, high coolant temp., low coolant level, high ambient temp.

Design & specifications subject to change without prior notice. Dimensions shown are approximate. Contact us for certified drawings.

DO NOT USE DIMENSIONS FOR INSTALLATION PURPOSES.

AC GENERATOR SYSTEM:

AC generator • Shunt excited • Brushless design • Circuit Breaker installed and wired to gen-set • Direct connection to engine with flex disc • Class H, 180°C insulation • Self ventilated • Drip proof construction • UL Certified

VOLTAGE REGULATOR:

1% Voltage regulation • EMI filter • Under-speed protection • Over-excitation protection • total encapsulation

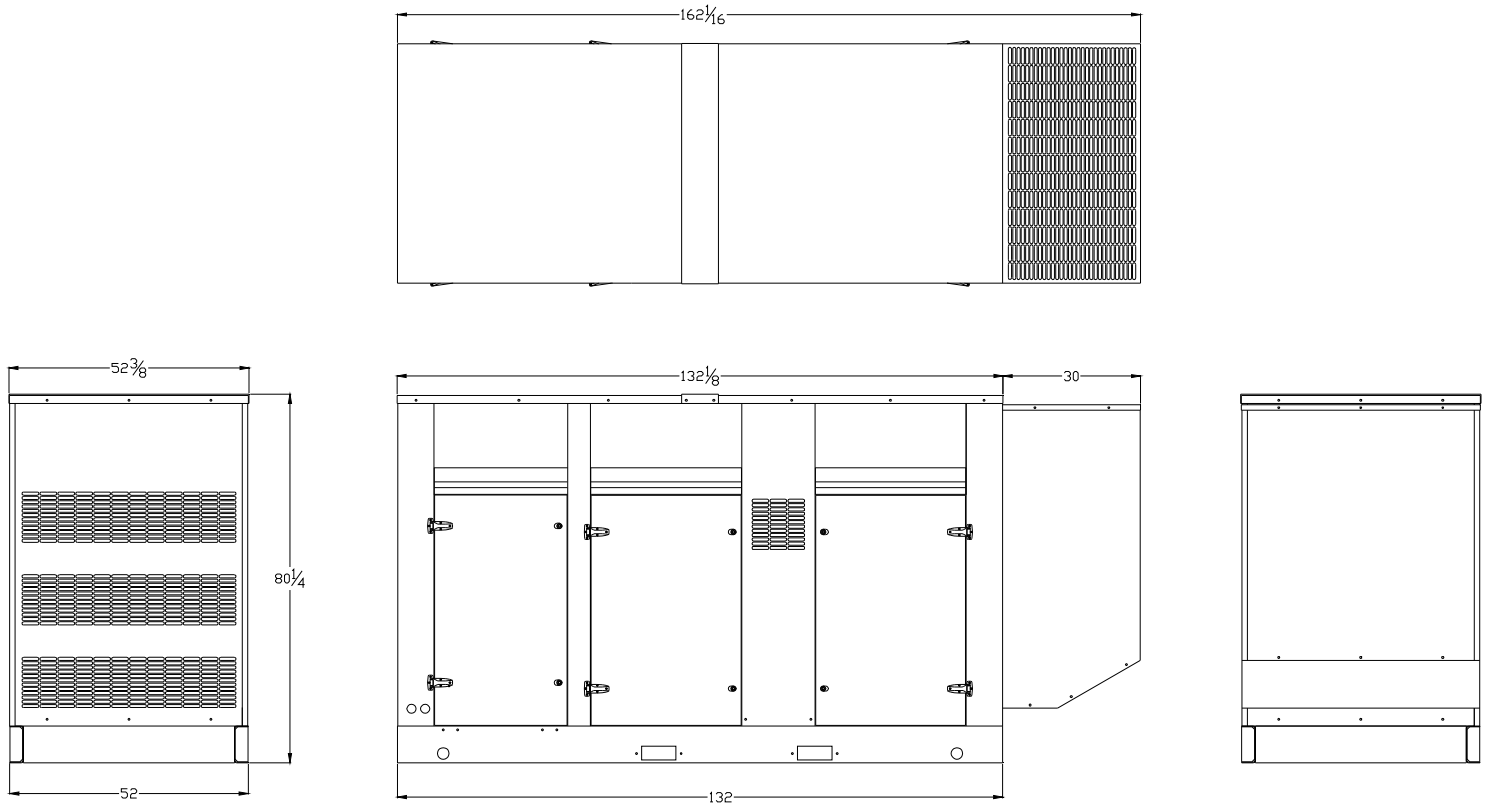
DC ELECTRICAL SYSTEM:

Battery trays • Battery cables • Battery hold down straps • 3-stage battery charger with float, absorption, & bulk automatic charge stages

WEATHER / SOUNDPROOF ALUMINUM HOUSING:

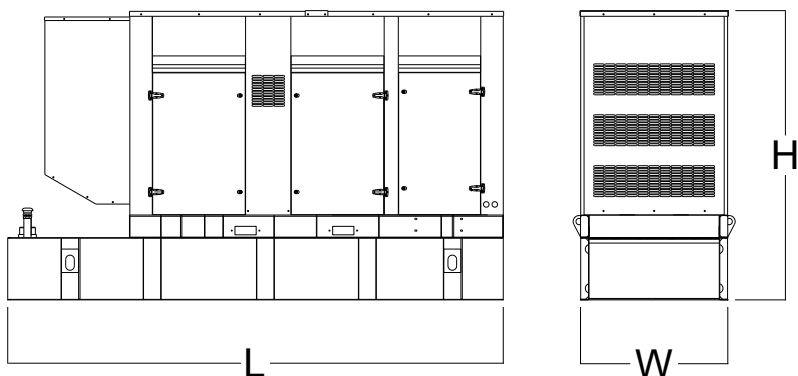
Corrosion Resistant Protection consisting of:

- (9) Heated and Agitated Wash Stages
- Zinc Phosphate Etching-Coating Stage
- Final Baked on Enamel Powder Coat
- 18/8 Stainless Steel Hardware



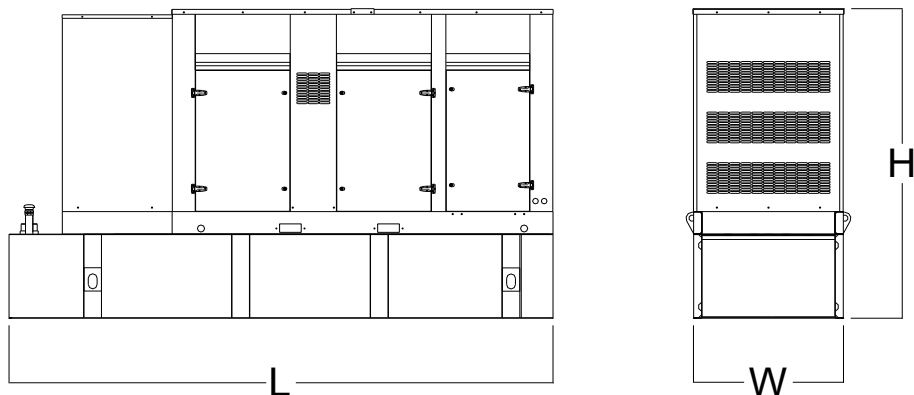
KDSD-250 GEN-SET MOUNTED ON DOUBLE WALL SUB-BASE TANK

LEVEL 2 ENCLOSURE



RUN TIME HOURS	USABLE CAPACITY		L	W	H	STUB UP	WT.
	GAL.	LTR.					
NO TANK	-	-	162	52	80	-	7047
28	524	1983	188	52	103	36	8976
48	898	3399	191	52	116	36	9649
72	1347	5099	265	52	116	36	10673
96	1796	6799	340	52	116	36	11725

→ LEVEL 3 ENCLOSURE

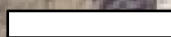


RUN TIME HOURS	USABLE CAPACITY		L	W	H	STUB UP	WT.
	GAL.	LTR.					
NO TANK	-	-	172	52	80	-	7792
28	524	1983	188	52	103	36	9721
48	898	3399	191	52	116	36	10394
72	1347	5099	265	52	116	36	11418
96	1796	6799	340	52	116	36	12470



**Generator
Location**

10



Feet



City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 14. (POSSIBLE ACTION ITEMS)

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

Department: Administration

Contact: Janet Holden, Human Resources Generalist

Recommendation:

To appoint applicant Marie Cate to the Board of Ethics.

Background:

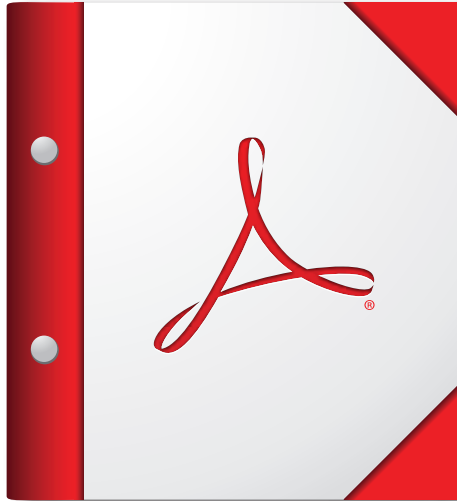
As Council will recall, Section 13.08.2 of the Charter calls for the Board of Ethics to be comprised of "five members and up to three alternates". A vacancy occurred when Boardmember Shelby St. Clair resigned from the Ethics Board due to his submission to run for Place 6 on the City Council to be in compliance with Charter.

We have received an application from Marie Cate to fill the vacancy left by Mr. St. Clair and background has been completed.

City Attorney Review: N/A

Attachments:

1. Marie Cate



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City Council Coversheet
February 22, 2024
415 N. COLLEGE AVE.

Agenda Item: 15. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action regarding Resolution 655-24 approving an Interlocal Cooperation Agreement between the City of Justin and Denton County for the 1171 breakout project.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Background:

City Attorney Review: Yes

Attachments:

None