

Alyssa Linenkugel, Place 1
Tomas Mendoza, Place 2
John Mounce, Place 3



James Castle, Place 4
Daniel Dennis, Place 5
Shelby St. Claire, Mayor Pro Tem, Place 6

James Clark, Mayor
CITY OF JUSTIN
CITY COUNCIL AGENDA
OCTOBER 24, 2024
415 N. COLLEGE AVE.
5:30 PM

A) 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”*

B) 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.

1. 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
 - Trafford Terrace Developers Agreement
 - Treeline Development
2. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.
 - Real property relative to deliberation of the purchase, exchange, lease, sale or value of real property (City facilities, redevelopment, and economic development) pursuant to Section 551.072, Texas Government Code.

C) TAKE ANY ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION ITEM(S)

D) PROCLAMATION(S)

1. Presentation of a proclamation recognizing the month of October as Breast Cancer Awareness month.
2. Presentation of a proclamation recognizing October 23-31, 2024 as Red Ribbon Week.
3. Presentation of a proclamation recognizing November 4-8, 2024 as Municipal Courts Week.
4. Presentation of a proclamation recognizing November 1st as Arbor Day in the City of Justin.

E) REPORT(S)

1. Receive an update from Dr. Foust with Northwest Independent School District.
2. Receive a Quarterly Investment Report.
3. Receive a Mayor's Luncheon Report.

F) WORKSHOP ITEM(S)

1. Receive and discuss a presentation regarding the Unified Development Code.
2. Receive a report on a Utility Rate Study and Fee Schedule Update.
3. Discuss and review a proposed 2025 City Council Meeting Calendar.

G) UPCOMING MEETINGS AND EVENTS

1. The following is a list of upcoming meetings and events:
 - October 25, 2024, Library Haunted House from 11:00 a.m. to 7:00 p.m.
 - October 26, 2024, Fall Clean Up from 8:00 a.m. to 12:00 p.m. at City Hall
 - November 01, 2024, Arbor Day from 10:00 a.m. to 12:00 p.m. at City Hall
 - November 11, 2024 Veteran's Day/City Hall closed
 - November 12, 2024, Park Board Meeting at 6:00 p.m.
 - November 14, 2024, City Council meeting at 5:30 p.m.
 - November 15, 2024 City Hall open 8:00 a.m. to 11 a.m./half day for Staff Development
 - November 19, 2024, Planning and Zoning Commission meeting at 6:30 p.m.
 - November 21, 2024, Economic Development Corporation/CDC Meeting at 5:30 p.m.
 - Boards and Commissions Recruitment - Applications open through November 4th

H) 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.

I) CONSENT AGENDA

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

1. Consider approving City Council minutes dated September 26, 2024; and take appropriate action.
2. Consider adopting Ordinance 790-24, second reading, approving the City of Justin's Texas Municipal Retirement System Benefit authorizing annual updated service credits; and take appropriate action.
3. Consider adopting Ordinance 791-24, second reading, for a Specific Use Permit for a Temporary Batch Plant for LaDera Timberbrook legally described as A0439A M. Garnett, Tract 3E, generally located north of FM 407 and Timberbrook Parkway; and take appropriate action.
4. Consider approving Resolution 713-24 authorizing the City Manager to enter into an interlocal agreement with Denton County for Library Services; and take appropriate action.
5. Consider adopting Ordinance 792-24 accepting all matters incident and related to the issuance and sale of "City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024" including the adoption of an ordinance authorizing the issuance of such certificates in the amount not to exceed \$2,500,000 to finance the costs of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities, including land and rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof; and take appropriate action.
6. Consider approving Resolution 717-24 for a Final Plat for The Preserve Phase II, generally located southwest from the intersection of FM 407 and Boss Range Road; and take appropriate action.
7. Consider approving Resolution 718-24 for a Preliminary Plat for Treeline Phase II, generally located southwest from the intersection of FM 407 and Timberbrook Parkway; and take appropriate action.
8. Consider approving Resolution 720-24 adopting the 2025 City Council Meeting Calendar; and take appropriate action.

J) ITEMS PULLED FROM CONSENT AGENDA

K) PUBLIC HEARING(S)

1. Conduct a Public Hearing to consider approving Resolution 719-24 waiving all building permit and impact fees for the Habitat for Humanity Project; and take appropriate action.

L) ACTION ITEM(S)

1. Consider approving Resolution 715-24 approving the Range Creek Developer's Agreement; and take appropriate action.
2. Consider approving Resolution 716-24 approving the Capital Improvement Plan; and take appropriate action.

3. Consider approving Resolution 714-24 authorizing the City Manager to execute a Project Work Order with Westwood Professional Services, Inc. in the amount not to exceed \$99,741 for design, Project Management, and Coordination of the City of Justin Phase 2 SWIFT Water Improvements; and take appropriate action

M) MAYORS RECAP

N) FUTURE AGENDA ITEMS

O) 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 Avenue, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 10/16/24 at 12:00 p.m., at least 72 hours preceding the scheduled meeting time.

Amy Piukana

Amy Piukana, TRMC, City Secretary



PROCLAMATION

Breast Cancer Awareness

WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations, are dedicated to discovering the cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, we recognize that over two and a half million Americans are breast cancer survivors which gives us hope of a better future.

NOW, THEREFORE with support for those who continue to cope with breast cancer, I, James Clark, Mayor of the City of Justin, Texas, on behalf of the City Council, extend our deepest respect for survivors and those advocating for prevention and a cure and in so doing hereby proclaim OCTOBER 2024 as Breast Cancer Awareness Month.

Proclaimed this 24th day of October
2024.

James Clark, Mayor



JUSTIN
— 1887 —

PROCLAMATION



Red Ribbon Week

WHEREAS, the National Family Partnership proudly revealed the theme for the 2024 Red Ribbon Week as: “Life is a Movie, Film Drug Free.”

WHEREAS, it is a powerful reminder that ordinary Americans nationwide contribute significantly to their communities every day by embracing a drug-free lifestyle; and

WHEREAS, Red Ribbon Week inspires individuals to play their part in fostering safe, healthy, drug-free communities; and

WHEREAS, Red Ribbon Week is observed annually from October 23rd to October 31st.

NOW, THEREFORE, BE IT PROCLAIMED THAT: I, James Clark, Mayor of Justin do hereby declare **October 23rd to October 1st as Red Ribbon Week in the City of Justin** and encourage everyone to live a “drug-free” lifestyle and to remember the devastating impact of drugs in America.

Proclaimed this 24th day of October
2024.

James Clark, Mayor



JUSTIN
— 1887 —

PROCLAMATION

Municipal Courts Week November 4-8, 2024

WHEREAS, more people, citizens and non-citizens alike come in personal contact with municipal courts than all other Texas courts combined; and

WHEREAS, public impression of the entire Texas judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, Municipal Judge Thomas W. Hobbs, Court Administrator Lesa Keith, and Deputy Court Clerk Samantha Floyd have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all and conforming to the standards set by the Canons of Judicial Conduct; and

WHEREAS, Municipal Courts play a significant role in preserving the quality of life in Texas communities through the adjudication of traffic offenses, ensuring a high level of traffic safety for our citizens; and

WHEREAS, the Municipal Judge and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops, and the annual meetings of their state and local professional organizations.

NOW, THEREFORE, BE IT PROCLAIMED THAT: I, James Clark, Mayor of Justin do hereby declare **November 4-8, 2024, as Municipal Courts Week in the City of Justin.**

Proclaimed this 24th day of October
2024.

James Clark, Mayor



PROCLAMATION

Arbor Day

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE I, James Clark, Mayor of the City of Justin, Texas, on behalf of the City Council, hereby proclaim November 1, 2024, as Arbor Day in the City of Justin.

Proclaimed this 24th day of October
2024.

James Clark, Mayor

75
YEARS

OF EXCELLENCE



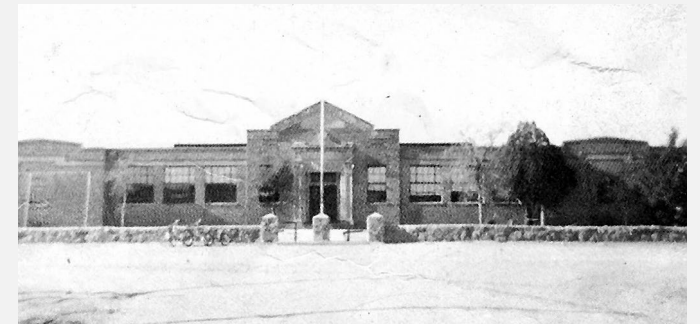
Haslet Public School



Justin Public School



Roanoke Public School

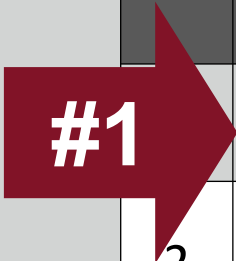


Rhome Public School

About Northwest ISD

- Encompasses **234 square miles**
- Fastest-growing district in the region, a top 10 fastest-growing district in Texas
- **35 campuses** (23 elementary schools, 7 middle schools, 3 comprehensive high schools, 1 early college high school, and special programs center)
- **14+ towns and cities** across **three counties** (Denton, Tarrant, Wise)
- About **33% built out**, with growth expected to **last for decades**

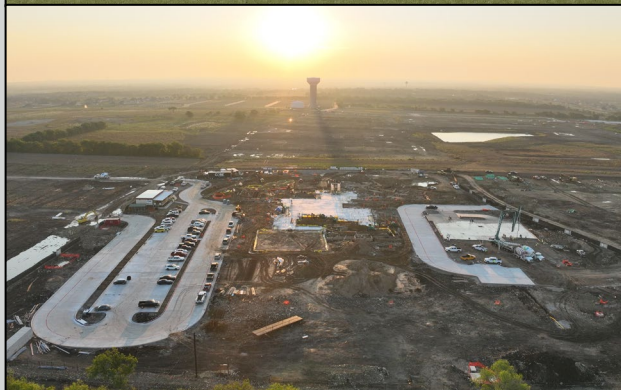
NISD Ranked Fastest-Growing District in North Texas

	District Name	Annual Starts	Annual Closing	VDL	Futures
	NORTHWEST ISD	3,006	3,067	4,028	38,537
2	PROSPER ISD	2,734	3,124	2,391	17,294
3	DENTON ISD	2,576	2, 766	3,136	26,965
4	PRINCETON ISD	2,784	2,668	3,406	11,487
5	EAGLE MT-SAGINAW ISD	1,925	2,120	1,906	10,984

D-FW New Home Ranking Report
ISD Ranked by Annual Closings – 2Q24

Construction Update – NISDtxConstruction.org

Justin Elementary School Replacement

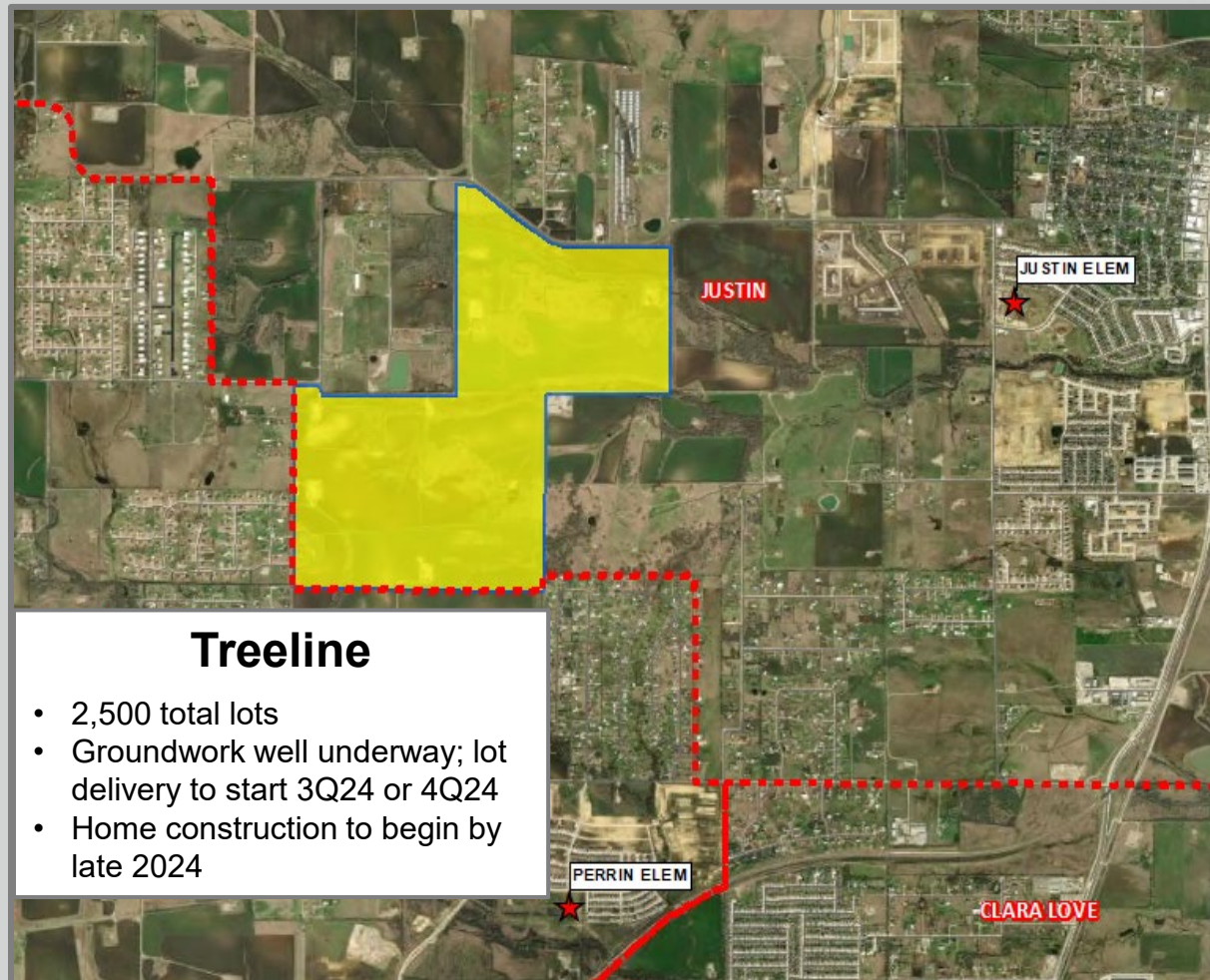


Gene Pike Middle School



Justin Residential Activity

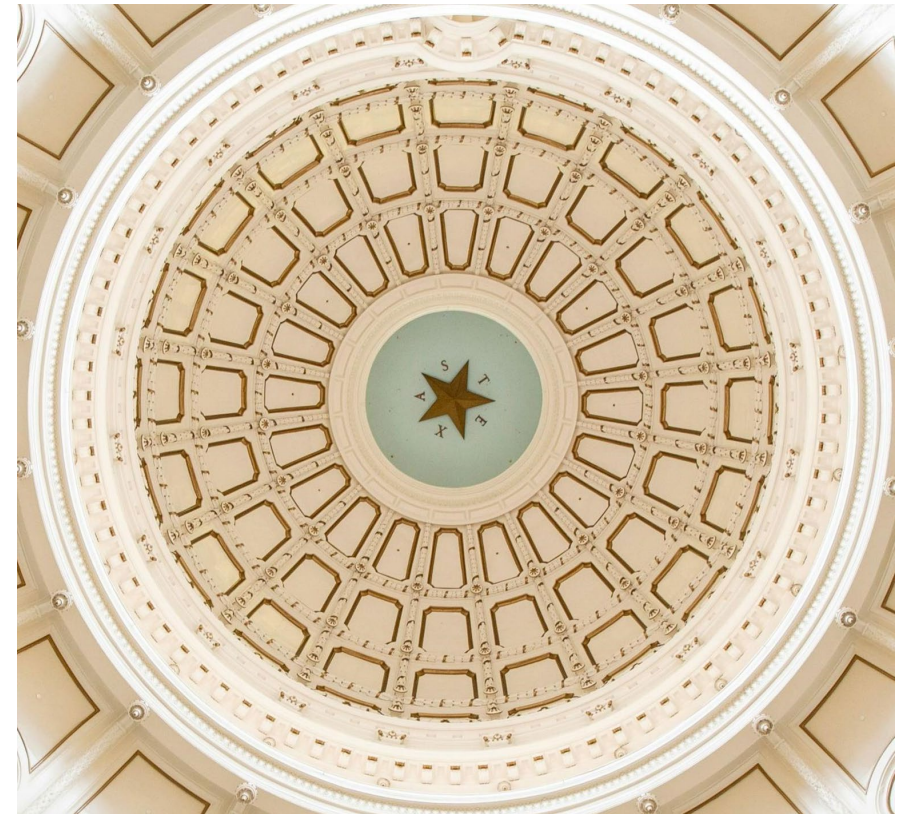
February 2024



What is the Status of School Funding in Texas?

School districts **across Texas have adopted deficit budgets** because of lack of action at the state level to update outdated funding formulas. Some districts have **cut student programs and educational staff** to reduce costs.

Some districts have adopted deficit budgets exceeding \$100 million. Northwest ISD has a **2024-2025 budget deficit of \$15.8 million.**



OUR PRIORITIES

Maintain Student Programs, High-Quality Staff



Continue to offer award-winning career training programs while protecting overall student opportunities and class-size ratios.



Focus on increasing teacher and staff salaries to remain competitive for retaining and recruiting high-quality educators and support.

OUR PRIORITIES

How Northwest ISD Budgets



Payroll

>80% of budget



Contracted Services

11% of budget



Supplies & Materials

5% of budget



Capital Outlay

<1% of budget



Other Operations

4% of budget

Strategies to Balance Budget

- Freeze **all administration hiring**, then **all other hiring**
- Pause teacher and support staff **raises**
- Increase **class-size ratios** across all levels and **caseloads** for support staff
- Analyze, eliminate **low-enrollment programs, classes**
- Modify **busing qualification** criteria
- Reduce **athletics and fine arts** opportunities and events

Proposal & Tax Rate Information

If approved by voters, the M&O tax rate would increase by **3 cents** – the equivalent of **\$120 annually on a \$500,000 home** with homestead exemption. The I&S rate would remain unchanged.



Maintenance & Operations

Salaries, Utilities, Supplies, etc.

Similar to: Groceries, utilities, services, etc.

Current Rate: \$0.6669
Proposed Rate: \$0.6969



Interest & Sinking

Buildings, Renovations, Land, etc.

Similar to: Mortgage, car payments, etc.

Current Rate: \$0.421
Proposed Rate: Unchanged

2024–2025 Tax Rate Explanation

M&O (Maintenance & Operations) Used for Daily Operations	I&S (Interest & Sinking) Used Only for Debt	TOTAL
<u>\$0.6969</u>	+ <u>\$0.4210</u>	= <u>\$1.1179</u> <i>per \$100 of property value</i>

Average Home Value:
\$500,000
Homestead Exemption:
(-\$100,000)
Taxable Value:
\$400,000

Current Tax Rate:
 $((\$400,000 \times \$1.0879) \div 100) = \$4,351.60$
VATRE Rate:
 $((\$400,000 \times \$1.1179) \div 100) = \$4,471.60$
Difference:
\$120 annually

Area M&O Tax Rates

Fort Worth ISD	\$0.7904
Birdville ISD	\$0.7892
Ponder ISD	\$0.7892
Keller ISD	\$0.7575
Azle ISD	\$0.751
Eagle Mountain-Saginaw ISD	\$0.7492
Lewisville ISD	\$0.7492
Grapevine-Colleyville ISD	\$0.7290
Argyle ISD	\$0.7122
Denton ISD	\$0.6792
Carroll ISD	\$0.6725
Boyd ISD	\$0.6692
Decatur ISD	\$0.6692
Northwest ISD	\$0.6692

Ballot Language: Proposition A

FOR	☐
AGAINST	☐

Ratifying the ad valorem tax rate of \$1.1179 per \$100 valuation in Northwest Independent School District for the current year, a rate that will result in an increase of 4.29 percent in maintenance and operations tax revenue for the district for the current year as compared to the preceding year, which is an additional \$13,849,486.



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 2. (REPORT(S))

Title: Receive a Quarterly Investment Report.

Department: Administration

Contact: Josh Armstrong, Finance Director

Recommendation:

N/A

Background:

This is the Q4 quarterly investment report.

City Attorney Review: No

Attachments:

1. QIR - CoJ - Q4 FY24

City of Justin
Quarterly Investment Report
July 1, 2024 - September 30, 2024



As of September 30, 2024, the City of Justin held its funds in the following financial institutions:

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

Construction Funds and Reserve Accounts are invested primarily at TexStar

The net market value of all the City Funds as of September 30, 2024 is
\$ 12,881,909.10 components are as follows:

<u>Month</u>	<u>TexStar</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-24	Impact Fee Account	\$ 510,544.17	5.3131%	\$ 2,293.50
Aug-24		512,839.67	5.2939%	2,295.50
Sep-24		515,002.37	5.1324%	2,162.70
Jul-24	Series 2009A Parks	27,709.99	5.3131%	124.49
Aug-24		27,834.59	5.2939%	124.60
Sep-24		27,952.00	5.1324%	117.41
Jul-24	Boss Range Road	133,093.41	5.3131%	597.89
Aug-24		133,691.83	5.2939%	598.42
Sep-24		134,255.64	5.1324%	563.81
Jul-24	Seizure Fund	8,076.90	5.3131%	36.27
Aug-24		8,113.19	5.2939%	36.29
Sep-24		8,147.38	5.1324%	34.19
Jul-24	CO Series 2019	500,272.74	5.3131%	2,247.36
Aug-24		502,522.04	5.2939%	2,249.30
Sep-24		504,641.23	5.1324%	2,119.19
Jul-24	TWDB Debt Service	164,671.90	5.3131%	739.74
Aug-24		165,412.31	5.2939%	740.41
Sep-24		166,109.87	5.1324%	697.56
Jul-24	West Side Sewer Construction Fund	5,386,313.63	5.3131%	24,196.63
Aug-24		5,410,531.43	5.2939%	24,217.80
Sep-24		5,433,348.39	5.1324%	22,816.96
<u>Month</u>	<u>Vista Bank</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-24	Utility Deposits	\$ 5,712.23	0.05%	\$ 0.24
Aug-24		5,712.47	0.05%	0.24
Sep-24		5,712.70	0.05%	0.23
Jul-24	General Operating	\$ 92,594.07	0.05%	3.92
Aug-24		92,597.99	0.05%	3.92

Sep-24		92,601.78	0.05%	3.79
Jul-24	Community Library	2,492.80	N/A	N/A
Aug-24		2,482.80	N/A	N/A
Sep-24		2,472.80	N/A	N/A
<u>Month</u>	<u>Chase Bank*</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-24	General Operating	\$ 4,931,606.40	N/A	N/A
Aug-24		2,340,700.36	N/A	N/A
Sep-24		3,663,873.00	N/A	N/A
Jul-24	Utility Deposits	652,326.31	N/A	N/A
Aug-24		661,876.31	N/A	N/A
Sep-24		667,976.31	N/A	N/A
Jul-24	PID IA#1	306,204.37	N/A	N/A
Aug-24		307,879.83	N/A	N/A
Sep-24		307,879.83	N/A	N/A
Jul-24	(Future PID #2 Account)	-	N/A	N/A
Aug-24		-	N/A	N/A
Sep-24		-	N/A	N/A
Jul-24	Tax Account	2,010,858.16	N/A	N/A
Aug-24		2,012,383.68	N/A	N/A
Sep-24		1,204,871.72	N/A	N/A
Jul-24	Security & Technology	17,070.33	N/A	N/A
Aug-24		17,070.33	N/A	N/A
Sep-24		17,070.33	N/A	N/A
Jul-24	Water Operating	150.00	N/A	N/A
Aug-24		150.00	N/A	N/A
Sep-24		150.00	N/A	N/A
Jul-24	PID IA#2	129,322.70	N/A	N/A
Aug-24		129,843.75	N/A	N/A
Sep-24		129,843.75	N/A	N/A

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

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



Josh Armstrong

Finance Director, Investment Officer

City of Justin
Community Development Corporation
Quarterly Investment Report
July 1, 2024 - September 30, 2024

As of September 30, 2024, the City of Justin Community Development Corporation held its funds in the following financial institutions:

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



The net market value of all the Community Development Corporation's Funds as of September 30, 2024 is **\$1,049,519.93** components are as follows:

<u>Month</u>	<u>TexStar</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-24	EDC 4B Reserves	\$ 298,446.69	5.3131%	\$ 1,340.72
Aug-24		299,788.57	5.2939%	1,341.88
Sep-24		301,052.81	5.1324%	1,264.24

<u>Month</u>	<u>Chase Bank*</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-24	Justin Community Development	\$ 735,859.63	N/A	N/A
Aug-24	Corporation	\$ 809,819.84	N/A	N/A
Sep-24		\$ 748,467.12	N/A	N/A

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

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

Josh Armstrong

Josh Armstrong
Finance Director, Investment Officer

City of Justin
Economic Development Corporation
July 1, 2024 - September 30, 2024

As of September 30, 2024, the City of Justin Economic Development Corporation held its funds in the following financial institutions:

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



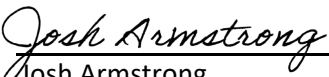
The net market value of all the Economic Development Corporation's Funds as of September 30, 2024 is **\$1,292,013.48** components are as follows:

<u>Month</u>	<u>TexStar</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-24	EDC 4A Reserves	\$ 234,786.71	5.3131%	\$ 1,054.74
Aug-24		235,842.36	5.2939%	1,055.65
Sep-24		236,836.94	5.1324%	994.58

<u>Month</u>	<u>Chase Bank*</u>	<u>Market Value</u>	<u>Avg. Yield</u>	<u>Interest</u>
Jul-24	Justin Economic Development	\$ 1,025,800.05	N/A	N/A
Aug-24	Corporation	1,099,720.26	N/A	N/A
Sep-24		1,055,176.54	N/A	N/A

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

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


Josh Armstrong
Finance Director, Investment Officer



JUSTIN
— 1887 —

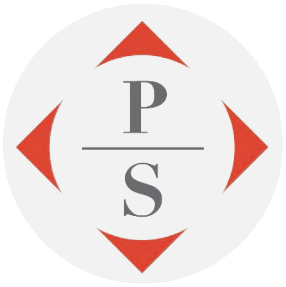
Justin Unified Development Code

City of Justin

October Commission Meeting

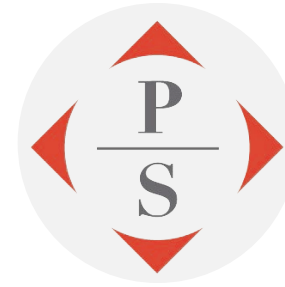
UNIFIED DEVELOPMENT CODE

Code Development Team



Iván G. Gonzalez, AICP – Urban Planner

Over 10 years experience in public planning administering long range and current planning in municipalities ranging from regional to small towns.



Brad Lonberger, AICP, CNU-A, AIA – Urban Planner and Architect

Over 15 years of experience in urban design, zoning reform, and development strategy across the county.



Randy Hutcheson, CNU – A – Urban Planner

Over 20 years of experience in public planning with a focus on urban design, form-based coding, and development process improvements Texas and Tennessee.



Chris Cha – Civil Engineer

A multi-faceted professional services firm delivering innovative solutions for our clients' challenges and goals.



Jason Claunch – Catalyst Commercial

Architects of Economic Development Solutions, a national source for planning, entitlements, market analysis, infrastructure strategy, incentives, and complex public/private partnerships.

WHAT IS A

Unified Development Code?



UDC Explained

A UDC consists of having a combined code that coordinates between the zoning ordinance and subdivision ordinance and eliminates conflicts and misunderstandings between them. Authority statutes will remain the same individually.

Unified Development Code Elements



Zoning

Regulations that give land use rights and development standards/



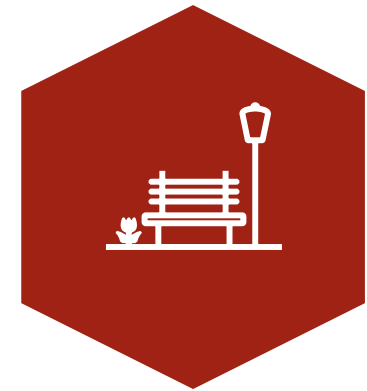
Subdivision

Regulations that provide standards for development of property, effective in ETJ and City Limits.



Signage

Regulations within zoning that provide standards for permanent and temporary signage.

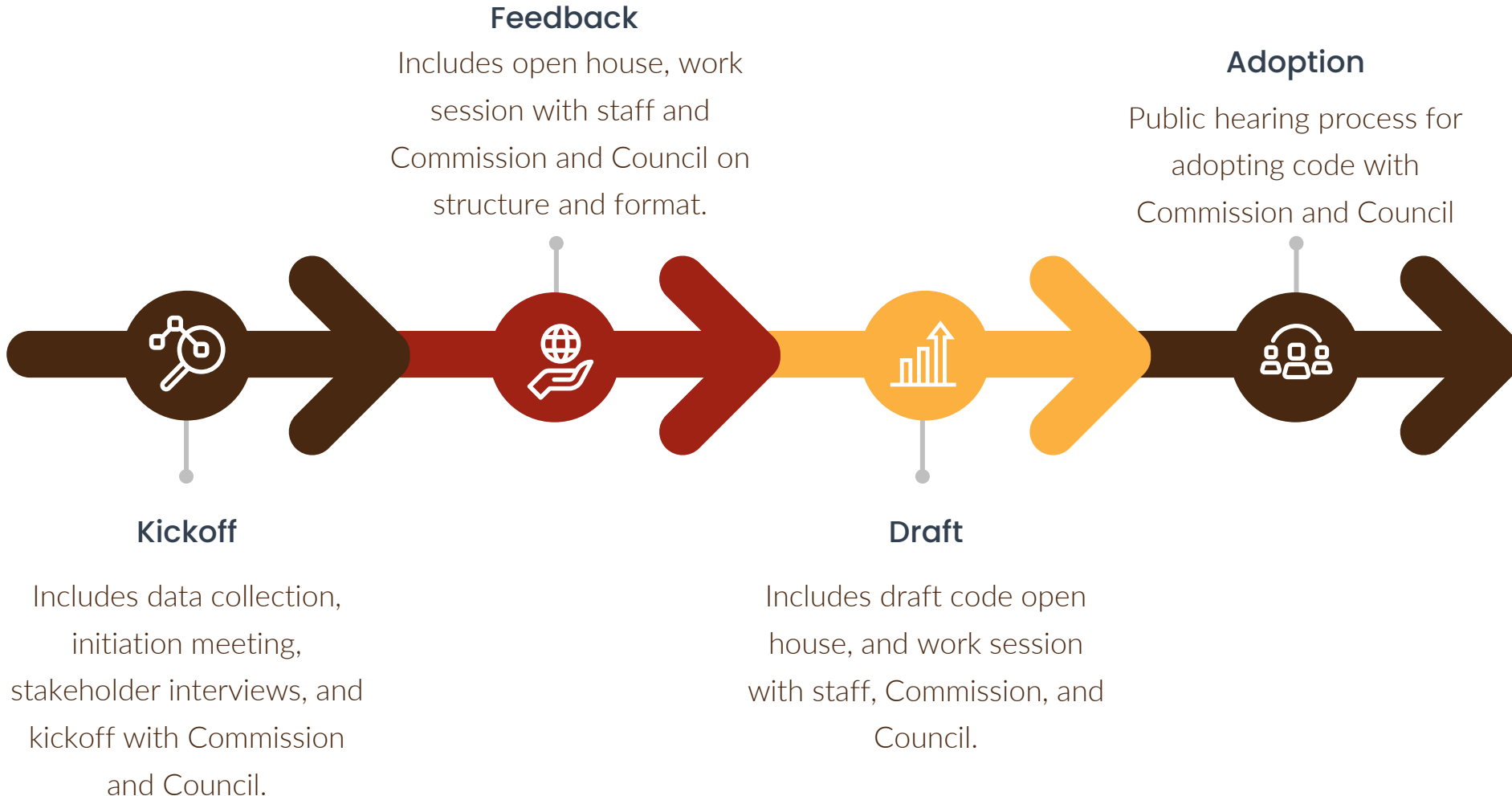


Public Facility Standards

Design specifications that accompany the subdivision standards regarding engineering elements.

UNIFIED DEVELOPMENT CODE
Overall Process

12 months



IMAGINE JUSTIN

Overview



Organization

The UDC is reorganized to make sense within the development process and help guide development.



Content

Updates to the code based on state + local mandates, and modernized performance in a user-friendly experience.



Cohesiveness

Cross references within zoning, subdivision, and signage codes are refreshed and conflicts are eliminated.

IMAGINE JUSTIN

Guiding Principles

● ● ● ●



Culture

Preserve the historic, small-town, and family friendly quality of life while progressing as a vibrant and lively city.

Community

Improve our community-based engagement by welcoming our diversity of residents and businesses.

Identity

Capitalize on our unique location by managing growth, adequately planning infrastructure, and building on our unique identity.

Engagement



IMAGINE JUSTIN

Public Open Houses



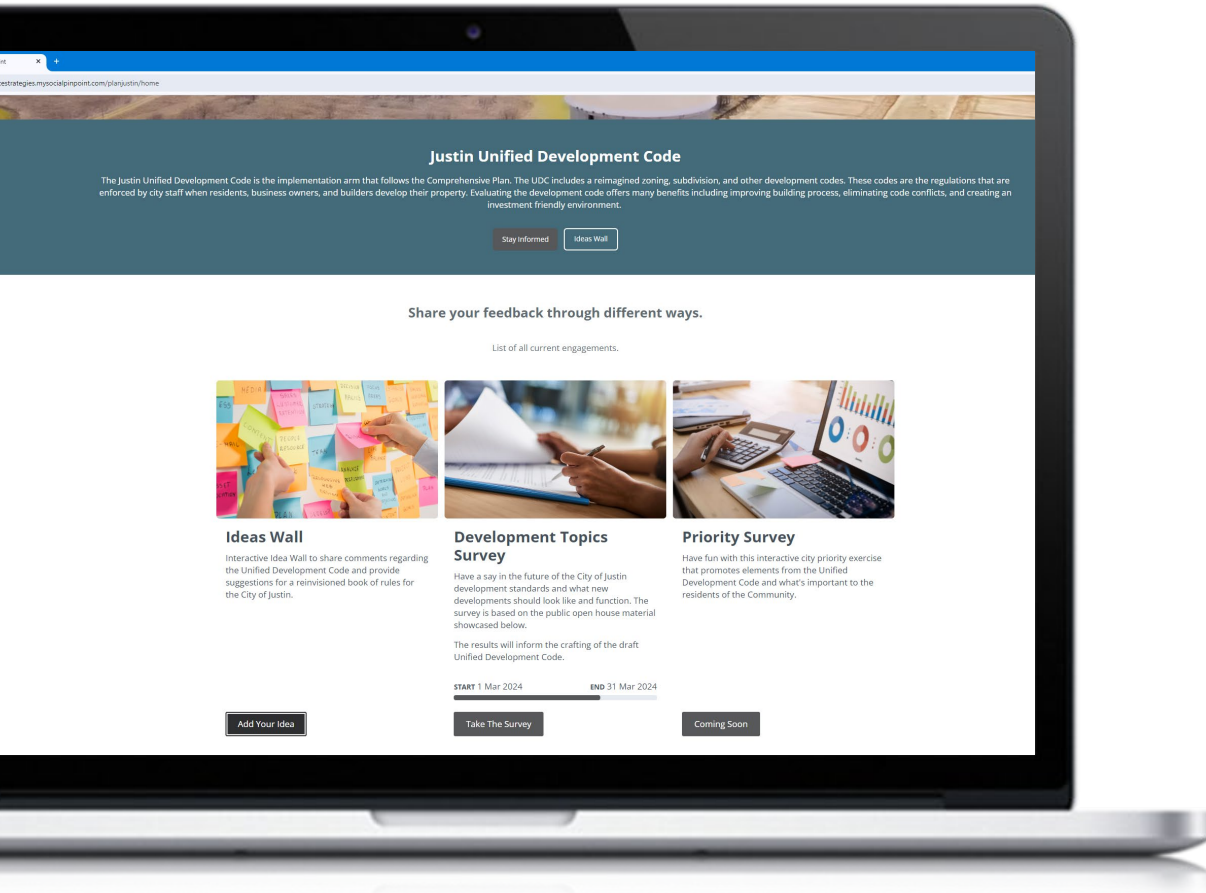
Event Summary

Hosted open house at Country Abbey on February 22nd and August 6th.

Overall had over 20 participants along with elected and administrative officials and code development team between the two events.

Insightful conversations regarding the approach for development topics and general approach to regulations.

IMAGINE JUSTIN Online Hub



Ideas Wall – 12 Posts

Interactive ideas wall to post and upvote ideas regarding updating the development code.



Development Topics Survey – 15 Respondents

Survey created in conjunction with open house material to allow residents to provide feedback similar to attending open house.



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IMAGINE JUSTIN

Current Ideas Wall Content



Focus on preserving mature trees for landscaping.
- Public Open House

💡 Ideas and Suggestions | 17 days ago Like 👍+6 Dislike 👎

Minimum Setbacks. - Public Open House

💬 Make a Comment | 17 days ago Like 👍 Dislike 👎

Break up hardscape - Public Open House

💡 Ideas and Suggestions | 17 days ago Like 👍+1 Dislike 👎

Keep industrial land use limited. - Public Open House

💡 Ideas and Suggestions | 17 days ago Like 👍+5 Dislike 👎

A new grocery store for more variety. - Comment from Public Open House

💡 Ideas and Suggestions | 17 days ago Like 👍+4 Dislike 👎

Protect against light pollution. - Public Open House

💬 Make a Comment | 17 days ago Like 👍+3 Dislike 👎

Larger parks and more open space. - Public Open House

💡 Ideas and Suggestions | 17 days ago Like 👍+2 Dislike 👎

Please make all new business signs to be at ground level. Current business ones maybe offer incentives to take theirs down to ground level. Makes the skyline look better and they can dress up the signs with landscape. Drive through Colleyville, Grapevine, Flower Mound, Southlake and you won't see towering business or gas stations signs. Big billboards signage look cheap and takes away from the great skylines we have here in Justin

💡 Ideas and Suggestions | 3 hours ago Like 👍 Dislike 👎

CODE TOPICS TO EXPLORE

CITY OF JUSTIN

What are some topics that have resurfaced time and time again that warrant additional focus and that could guide the process on approach?

List of topics were sent to City Council and Planning + Zoning Commission to prioritize.

01

Simplified

Standards that are easy to follow and interpret.

02

Effective

Regulate what is important to the community, streamline the rest.

03

Context

Target where certain regulations make sense.

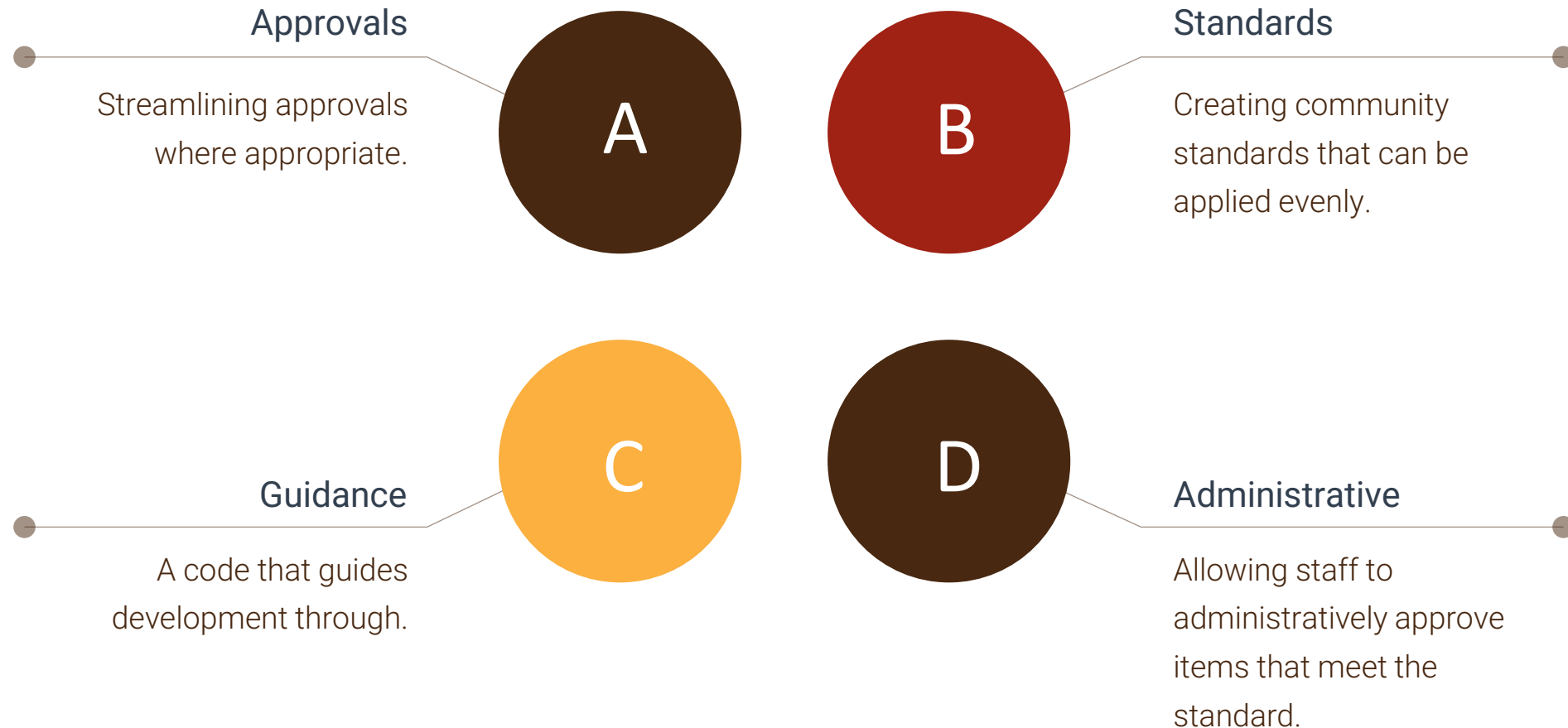
04

Administrative

Streamline standards that the community agrees on.

DEVELOPMENT PROCESS

GOAL: EASIER TO DEVELOP AND ADMINISTER



GENERAL PROVISIONS/ADMINISTRATION/ETJ

ARTICLES ONE (1), TWO (2), AND SIX(6)

Important Updates



Legislative Changes

ETJ, nonconformities, and shot clock legislation addressed in article.



Development Process

Diagrams and clear language for how to develop property within City limits.

Minor Modifications – Staff permitted to make minor modifications without a variance or public hearing within a 10% threshold.

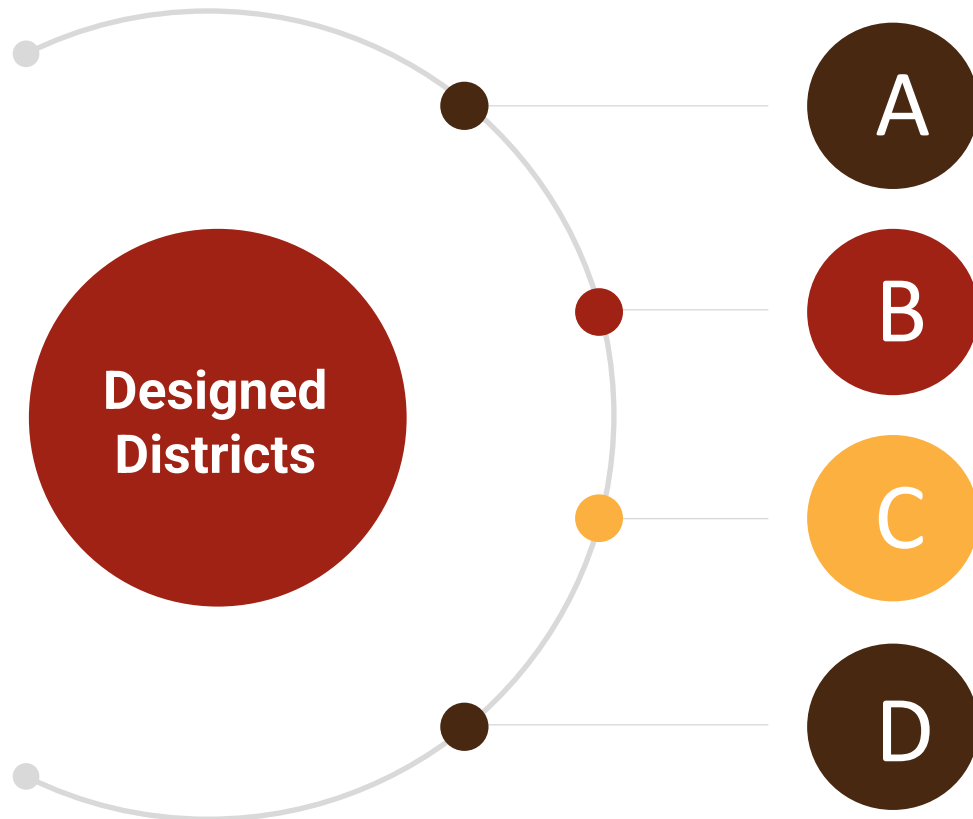
Plat Approvals – Staff is given authority to approve final plats that meet all subdivision requirements.

Variance and Waiver Process – Code now differentiates between a zoning and subdivision modifications and gives clear guidance on criteria.



DISTRICTS

ARTICLE THREE (3)



Residential

Districts primarily associated with residential living ranging from low intensity to high intensity.

Commercial/Mixed Use

Districts primarily associated with services and goods such as restaurants, retail, and Downtown.

Industrial

Districts associated with manufacturing and other industrial uses that range from low to high intensity.

Special

Districts that have an enhanced review process based on the development that is not accounted for in standard zone districts.

DISTRICTS

ARTICLE THREE (3)



JUSTIN
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Sec. 52-306. Single-Family Residential – Low (SF-1)

Intent:

1. Provide appropriate locations for residential development that are consistent with the City of Justin Experience District (Future Land Use) Plan, as amended over time.
2. Ensure adequate light, air, and privacy for all dwelling units;
3. Appropriately address multi-modal transportation access and ensure adequate availability of public services and utilities;
4. Allow for a variety of housing types that meet the diverse needs of residents; and
5. Protect residential development from the encroachment of uses that are incompatible with residential uses.

In all residential zoning districts, complementary uses such as parks, open space, public schools, religious assemblies, minor public or private utilities, accessory buildings, and certain temporary uses are also allowed.

Purpose: Residential properties with traditional lot size minimums. These single-family residences are the minimum standards for new single-family neighborhoods.

Graphic Representation

Figure i: Lot Dimension Measurement

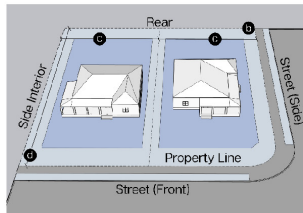
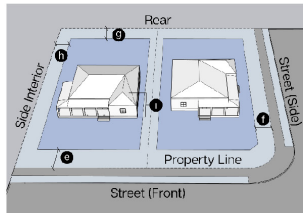


Figure ii: Setback Measurement



Density

- | | |
|-----------------------------------|-----|
| (a) Dwelling Units/Acre (maximum) | 4.0 |
|-----------------------------------|-----|

Lot Dimensions

- | | |
|--------------------------------|--------|
| (b) Lot Area (minimum) sq. ft. | 10,000 |
| (c) Lot Width (minimum) feet | 80 |
| (d) Lot Depth (minimum) feet | 100 |

Setbacks

- | | |
|-----------------------------------|----|
| (e) Street, Front (minimum) feet | |
| Primary or Secondary Street | 25 |
| Local or Private Street | 25 |
| (f) Street, Side (minimum) feet | |
| All roadways | 8 |
| Alleys / private easements | 8 |
| (g) Rear (minimum) feet | 15 |
| Alley / private easements | 8 |
| (h) Side, Interior (minimum) feet | 5 |

Height

- | | |
|------------------------------------|----|
| (i) Building Height (maximum) feet | 35 |
|------------------------------------|----|

Lot Coverage (maximum) Percentage

- | | |
|---------------------------------------|-----|
| (j) Total of all buildings on the lot | 65% |
|---------------------------------------|-----|

Off-Street Parking and Loading

- | | |
|--|-----|
| (k) Number of off-street parking spaces, per dwelling unit | 2.0 |
|--|-----|

Notes

+ Flag pole structures are allowed to encroach on front setback 10 feet outside of any easements, parking, or visibility triangles and are allowed to be up to 25 feet for residential uses. For non-residential uses up to 40'. A permit is not required until the flag pole is 30' or larger.

Important Updates

Diagrams + Concepts – Each zoning district has the regulations outlined in the section to allow users to easily associate the necessary requirements.

Use Table– Uses were simplified based on the land use intensity and allowing for new uses to be created over time.

Accessory Dwelling Units – Allowed with specific criteria.



One Location

Most of the regulations pertaining to your property within one page.



User Friendly

Easy to understand language and format for residents.



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DEVELOPMENT STANDARDS

ARTICLE FOUR (4)

Site Design

Guidance on site design for developers based on planning best practices.



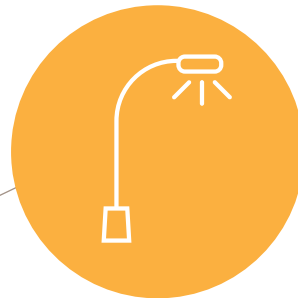
Enhanced Transitioning

Transition standards for the protection of existing residential homes.



Dark Sky Standards

Regulations in place for the preservation of dark skies in line with the national standard.



Landscaping

Standards for commercial development that aim at keeping the rural feel of the community.



SUBDIVISION

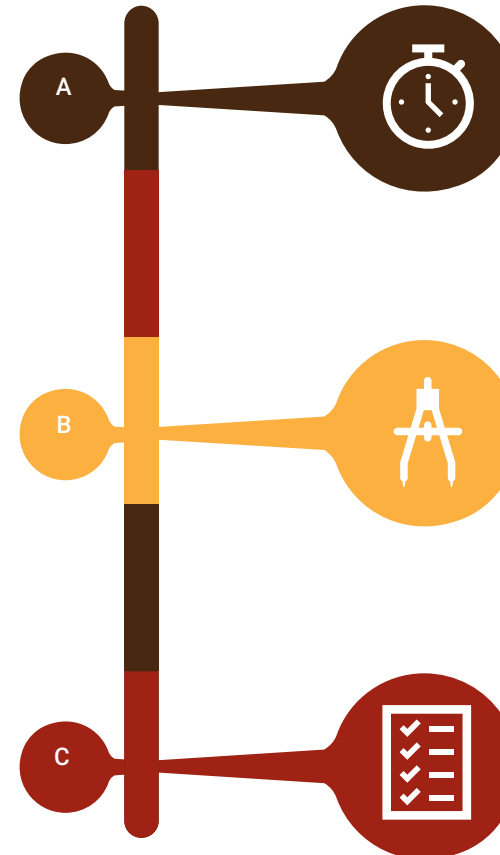
ARTICLE FIVE (5)

Important Updates

Approval Process – Final Plats that meet all requirements are now approved at the staff level.

Waivers– Regulations now differentiate between zoning variances and subdivision waivers and simplifies process.

Design Criteria Manual – Engineering specifications are removed from Unified Development Code and are now a separate document.



House Bill 3167

Code takes into consideration the 30-day shot clock legislation.

Senate Bill 2038

Code in line with protections in the Extraterritorial Jurisdiction.

House Bill 3699

Required documents are listed with application and in line with latest legislation.



ARTICLE SIX (6)

SIGNAGE



Important Updates

Organization and format was redone to encourage usability. Definitions were cross referenced, and conflicts eliminated with other articles. Added Old Town specific regulations to match historical context.



FORMAT



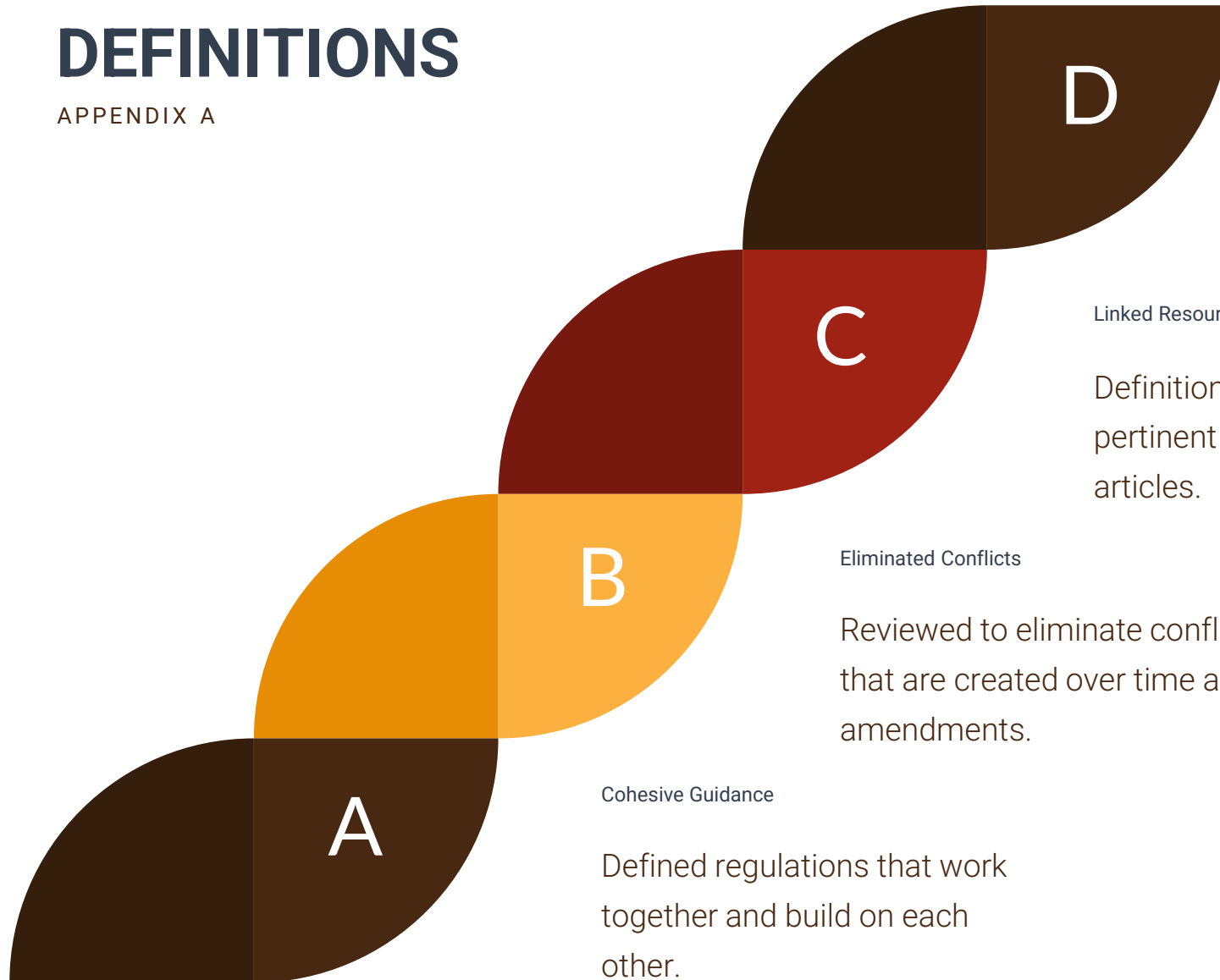
GRAPHICS



STANDARDS

DEFINITIONS

APPENDIX A



SUMMARY

UNIFIED DEVELOPMENT CODE

1 & 2. General Provisions and Administration

Simplified format and language, State and process updates.

3. Districts

Format, diagrams, and use table updates.

4. Development Standards

Residential protections, commercial parking and landscaping standards, enhanced graphics, and Dark Sky standards.

5. Subdivision

Reworked approvals based on State and process updates.

6. Signage

Reorganized format and created standards for Old Town specific properties.

A. Definitions

Reorganized format, easier accessibility, and linked usability.

Sec. 52-308. Old Town Residential (SF-OT)

Intent:

1. Provide appropriate locations for residential development that are consistent with the City of Justin Experience District (Future Land Use) Plan, as amended over time;
2. Ensure adequate light, air, and privacy for all dwelling units;
3. Appropriately address multi-modal transportation access and ensure adequate availability of public services and utilities;
4. Allow for a variety of housing types that meet the diverse needs of residents; and
5. Protect residential development from the encroachment of uses that are incompatible with residential uses.

In all residential zoning districts, complementary uses such as parks, open space, public schools, religious assemblies, minor public or private utilities, accessory buildings, and certain temporary uses are also allowed.

Purpose: Residential properties with traditional lot size minimums. These single-family residences are the minimum standards for new single-family neighborhoods.

Graphic Representation

Density	
(a) Dwelling Units/Acre (maximum)	6.0
Lot Dimensions	
(b) Lot Area (minimum) sq. ft.	N/A
(c) Lot Width (minimum) feet	N/A
(d) Lot Depth (minimum) feet	N/A
Setbacks	
(e) Street, Front (minimum) feet	
Primary or Secondary Street+	20
Local or Private Street+	20
(f) Street, Side (minimum) feet	
All roadways	15
Alleys / private easements	10
(g) Rear (minimum) feet	10
Alley / private easements	10
(h) Side, Interior (minimum) feet	5
Height	
(i) Building Height (maximum) feet	35
Lot Coverage (maximum) Percentage	
(j) Total of all buildings on the lot	N/A
Off-Street Parking and Loading	
(k) Number of off-street parking spaces, per dwelling unit*	2.0
Notes	
	+ Front setback as listed or within 4 feet of the average setback on the same block face.
	+ 1.0 parking space per unit may be accommodated with on-street parking.
	+ Flag pole structures are allowed to encroach on front setback 10 feet outside of any easements, parking, or visibility triangles and are allowed to be up to 25 feet for residential uses. For non-residential uses up to 40'. A permit is not required until the flag pole is 30' or larger.

Figure 1: Lot Dimension Measurement

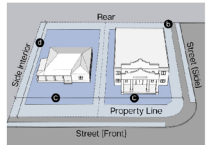
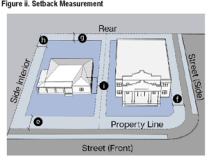


Figure 2: Setback Measurement



NEXT STEPS

UNIFIED DEVELOPMENT CODE



UNIFIED DEVELOPMENT CODE
Implementation



Continuous Updates

Updates to the code are recommended to continue to improve over time.



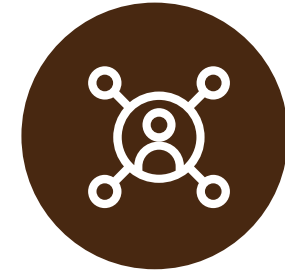
Administrative training

Code development team will work with plan reviewers to ensure proper intent.



Project implementation

Code development team will work with staff to review projects with staff.



Old Town Area Plan

Phase three of the planning projects is a specific Old Town Area Plan that includes property specific regulating plan and zoning.



Projected Water Rates

Scenario 3

FY	# Accts	Current	2024	2025	2026	2027	2028
----	---------	---------	------	------	------	------	------

Residential

Minimum Monthly Fee

3/4"	2,142	\$28.62	\$33.93	\$36.95	\$40.24	\$43.82	\$43.82
1"	5	47.69	56.54	61.57	67.05	73.02	73.02
1.5"	-	95.40	113.11	123.17	134.14	146.07	146.07
2"	1	152.63	180.96	197.06	214.60	233.70	233.70

Volumetric Rates (per kGal.)

0-1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1,001-6,000	6.06	7.18	7.82	8.52	9.28	9.28	9.28
6,001-12,000	6.06	7.54	8.61	9.80	11.13	11.60	11.60
12,001-25,000	6.06	7.92	9.47	11.27	13.36	14.50	14.50
25,001+	6.06	8.32	10.41	12.96	16.03	18.12	18.12

Commercial

Minimum Monthly Fee

3/4"	96	\$28.62	\$33.93	\$36.95	\$40.24	\$43.82	\$43.82
1"	12	47.69	56.54	61.57	67.05	73.02	73.02
1.5"	2	95.40	113.11	123.17	134.14	146.07	146.07
2"	33	152.63	180.96	197.06	214.60	233.70	233.70

Volumetric Rates (per kGal.)

0-1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1,001-6,000	6.06	7.18	7.82	8.52	9.28	9.28	9.28
6,001-12,000	6.06	7.54	8.61	9.80	11.13	11.60	11.60
12,001-25,000	6.06	7.92	9.47	11.27	13.36	14.50	14.50
25,001+	6.06	8.32	10.41	12.96	16.03	18.12	18.12

Irrigation

Minimum Monthly Fee

3/4"	26	\$28.62	\$33.93	\$36.95	\$40.24	\$43.82	\$43.82
1"	5	47.69	56.54	61.57	67.05	73.02	73.02
1.5"	-	95.40	113.11	123.17	134.14	146.07	146.07
2"	3	152.63	180.96	197.06	214.60	233.70	233.70

Volumetric Rates (per kGal.)

0-1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1,001-6,000	6.06	7.18	7.82	8.52	9.28	9.28	9.28
6,001-12,000	6.06	7.54	8.61	9.80	11.13	11.60	11.60
12,001-25,000	6.06	7.92	9.47	11.27	13.36	14.50	14.50
25,001+	6.06	8.32	10.41	12.96	16.03	18.12	18.12



Projected Wastewater Rates - Residential

Scenario 3

FY	# Accts	Current	2024	2025	2026	2027	2028
----	---------	---------	------	------	------	------	------

Residential

Minimum Monthly Fee

All Meter Sizes	2,016	\$ 22.67	\$ 26.88	\$ 29.27	\$ 31.87	\$ 34.71	\$ 34.71
-----------------	-------	----------	----------	----------	----------	----------	----------

Volumetric Rates (per kGal.)

0-2,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001-6,000		6.41	7.60	8.28	9.01	9.81	9.81
6,001+		-	-	-	-	-	-

Commercial

Minimum Monthly Fee

All Meter Sizes	141	\$ 22.67	\$ 26.88	\$ 29.27	\$ 31.87	\$ 34.71	\$ 34.71
-----------------	-----	----------	----------	----------	----------	----------	----------

Volumetric Rates (per kGal.)

0-2,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001+		6.41	7.60	8.28	9.01	9.81	9.81



July 25, 2023

WATER AND SEWER RATE STUDY

CITY OF JUSTIN, TEXAS





IMPORTANCE OF LOCAL OFFICIALS IN UTILITY MANAGEMENT

Utilities operate like a business, though the product and/or service being sold is a vital resource shared by all members of the community.

The City Council must be able to address complex industry challenges including rising costs, aging infrastructure, and customer affordability.

The City Council must ensure the viability of the business by ensuring revenues match or exceed expenses and financial metrics are met.

KEY ISSUES

Financial Performance

- Capital Improvements
 - \$9 million in capital expenditures over the next 5 years
- Debt Service Coverage
 - Not projected to generate enough revenue to meet a 1x Debt Service Coverage Factor beginning in FY 2024
- Reserve
 - Projected negative Fund Balance by FY 2027 without an increase in rates
 - Concern about long-term reserve position
- Trinity River Authority (TRA) Sewer Treatment
 - \$2.36 million buy-in over 2 years
 - Increase in flow projected beginning FY 2027 resulting in large cost increases

KEY ISSUES

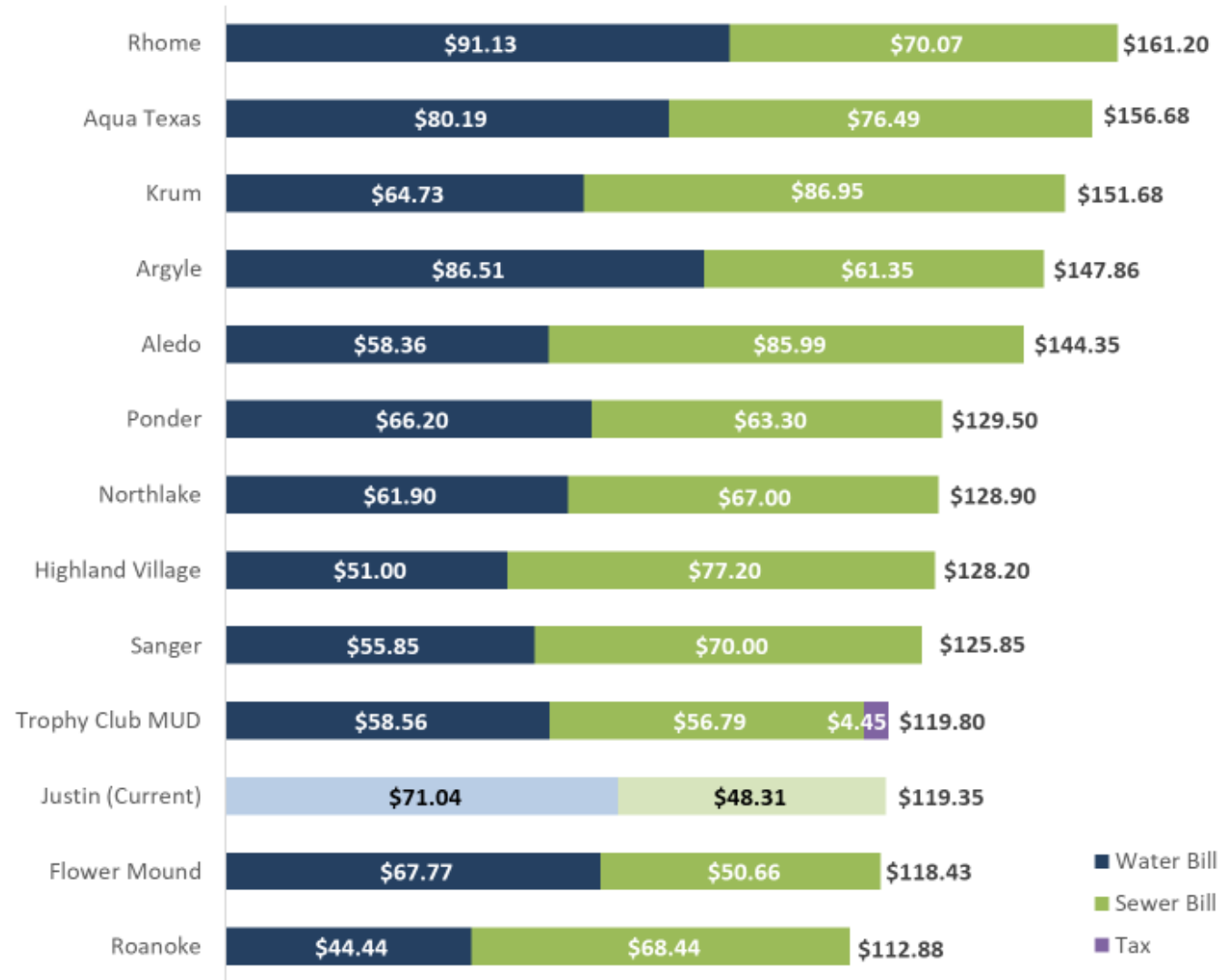
Rate Structure

- Water
 - Potentially increase the number of volumetric tiers in order to promote conservation
- Sewer
 - No proposed rate structure changes
- Last rate increase October 2022

COMBINED REGIONAL BILL COMPARISON

Residential 3/4"
8,000 gallons

Note: Comparison City rates utilized in the bill calculations were the publicly available rates as of May 2023

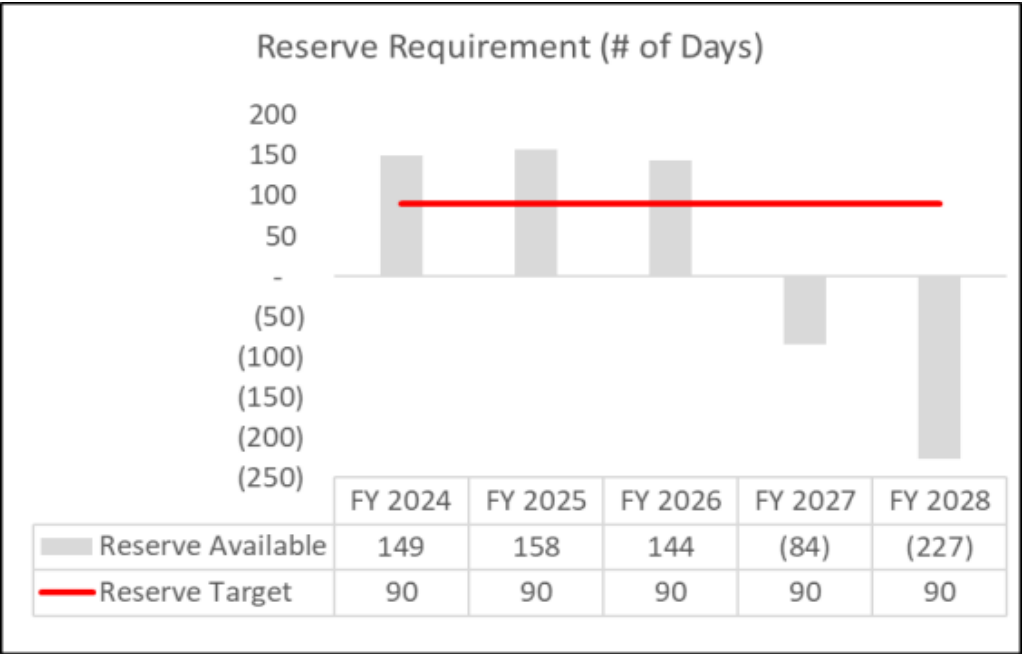
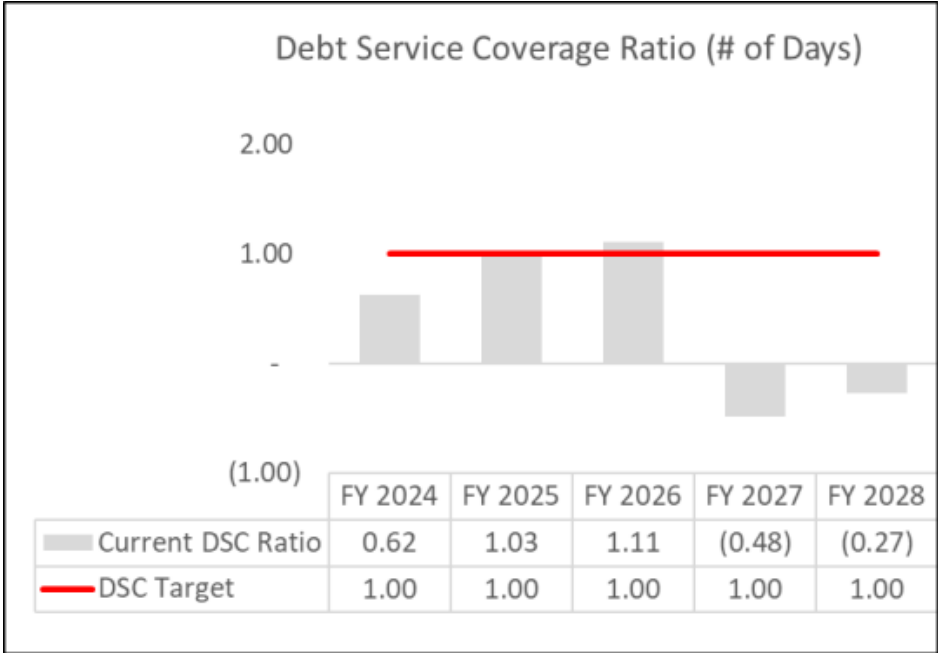
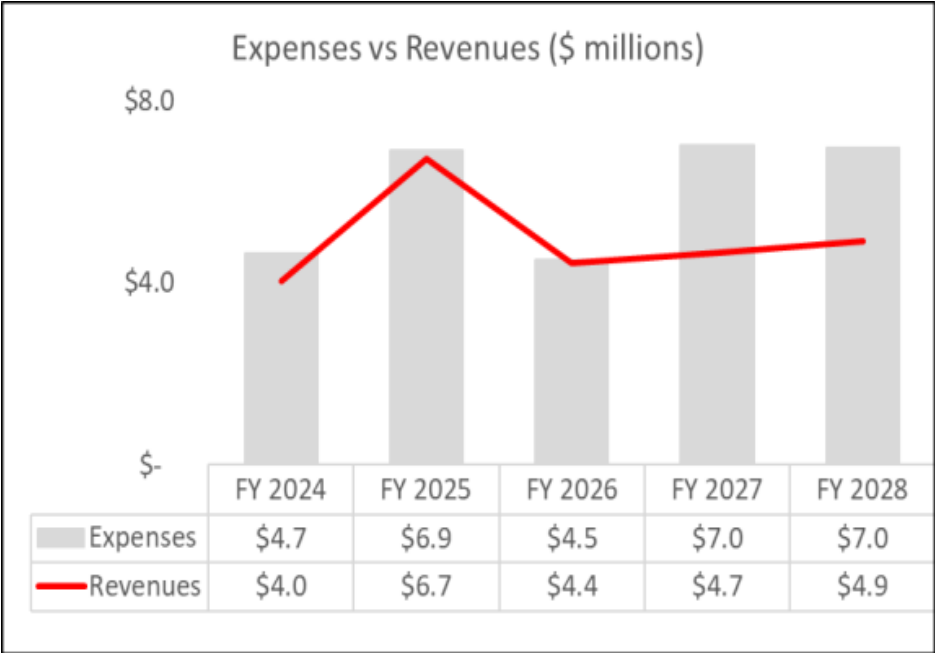


Notes:

- [1] The Cities of Justin, Aledo, Flower Mound Roanoke, Ponder, and Sanger include volumes in the minimum bill.
- [2] Aqua Texas includes all sewer volumes in the minimum bill.
- [3] Trophy Club MUD Tax based on average home value of \$322,000.
- [4] Annual average consumption = 8,000 gallons.

FUND
SUMMARY
UNDER
CURRENT
RATES

Notes:
[1] The large increase in costs and revenues in FY 2025 is due to SWIFT funding received to fund a large capital project.



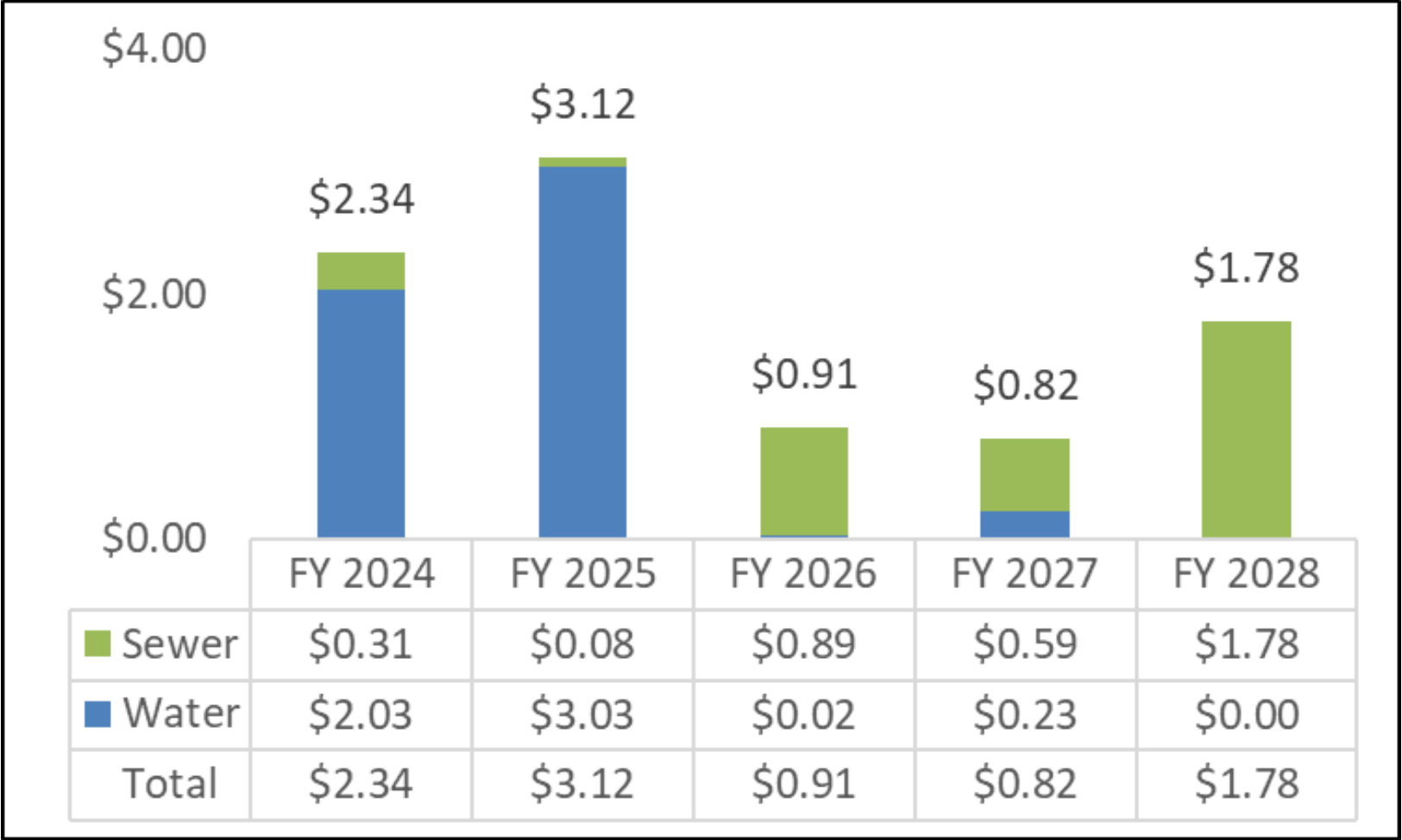
TRA SEWER TREATMENT COSTS

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Buy-In	\$1,648,343	\$709,207	\$ -	\$ -	\$ -	\$ -
O&M/Debt	76,584	123,111	141,386	136,119	2,805,901	2,643,768
Total	\$1,724,927	\$832,318	\$141,386	\$136,119	\$2,805,901	\$2,643,768

Note: Beginning in FY 2027, TRA treatment costs are an average of 66% of the total sewer expenses.

CAPITAL IMPROVEMENT PLAN

(\$ Millions)



Note: FY 2025 costs driven mainly by a \$2.8M SWIFT funded project.

CAPITAL IMPROVEMENT PLAN FUNDING

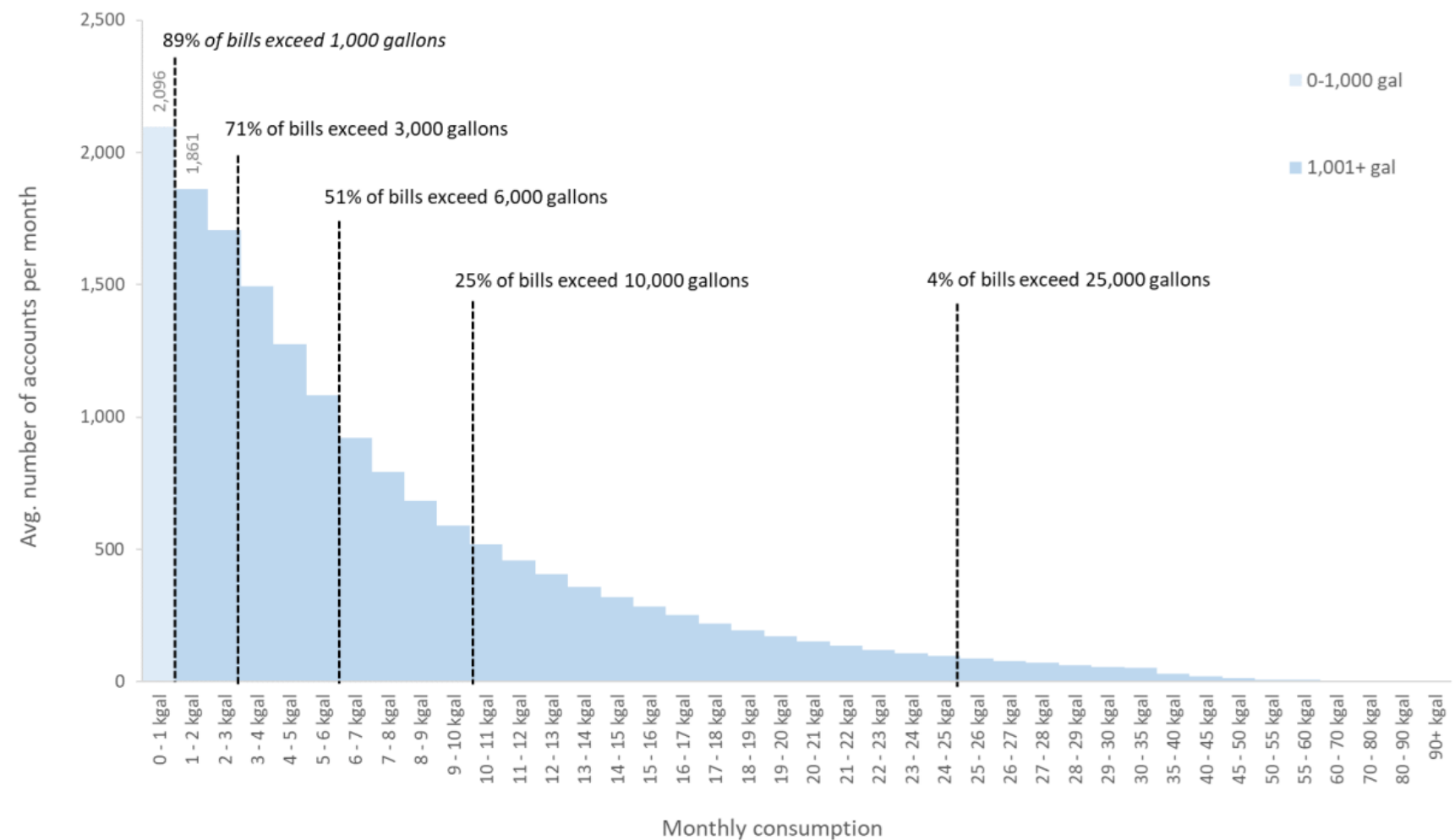
(\$ Millions)

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
Capital Project Funding						
Cash Funded through Rates	\$ -	\$2.50	\$ -	\$ -	\$ -	\$2.50
New Bonds	0.31	0.62	0.91	0.82	1.78	4.42
Impact Fees	2.03	-	-	-	-	2.03
Total Capital Projects	\$2.34	\$3.12	\$0.91	\$0.82	\$1.78	\$8.96
New Debt						
Principal	\$4.42	\$ -	\$ -	\$ -	\$ -	\$4.42
Interest Rate %	4.70%	5.20%	5.70%	6.20%	6.70%	
Term	20	20	20	20	20	
Annual P&I	\$0.35	\$ -	\$ -	\$ -	\$ -	\$0.35
Cumulative P&I	-	0.35	0.35	0.35	0.35	
Total Rate Funded Capital	\$ -	\$2.85	\$0.35	\$0.35	\$0.35	\$3.90

SCENARIO DESCRIPTIONS

- Scenario 1
 - Existing Rate Structure
 - Assuming 6% annual customer growth
- Scenario 2
 - Water
 - Inclining Block Water Rate Structure
 - Building up to 1.25x volumetric block differential by year 5
 - Sewer
 - Begin billing using winter averaging in FY 2025
 - Assuming 6% annual customer growth

FREQUENCY DISTRIBUTION



Monthly consumption	% of Customers
0 - 1 kgal	100.0%
1 - 2 kgal	88.8%
2 - 3 kgal	81.4%
3 - 4 kgal	71.3%
4 - 5 kgal	60.9%
5 - 6 kgal	51.7%
6 - 7 kgal	43.9%
7 - 8 kgal	37.8%
8 - 9 kgal	32.6%
9 - 10 kgal	28.2%
10 - 11 kgal	24.8%
11 - 12 kgal	21.9%
12 - 13 kgal	19.4%
13 - 14 kgal	17.2%
14 - 15 kgal	15.3%
15 - 16 kgal	13.6%
16 - 17 kgal	12.0%
17 - 18 kgal	10.5%
18 - 19 kgal	9.2%
19 - 20 kgal	8.2%
20 - 21 kgal	7.3%
21 - 22 kgal	6.5%
22 - 23 kgal	5.7%
23 - 24 kgal	5.1%
24 - 25 kgal	4.6%
25 - 26 kgal	4.2%
26 - 27 kgal	3.8%
27 - 28 kgal	3.4%
28 - 29 kgal	3.0%
29 - 30 kgal	2.7%

VOLUMETRIC TIERS - WATER

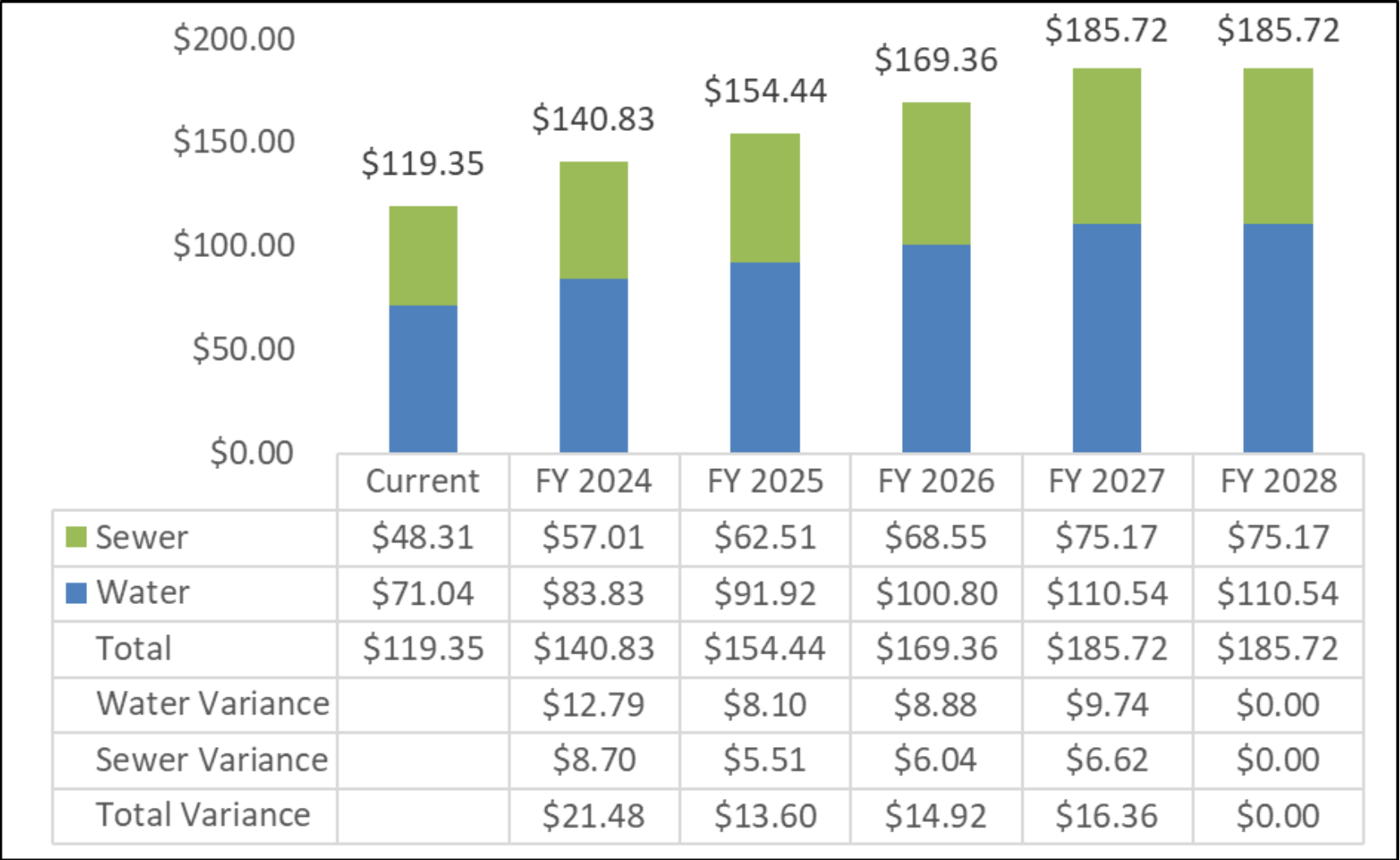
	Current	Proposed
Volumetric Tiers		
Tier 1	0 - 1,000	0 – 1,000
Tier 2	1,001 +	1,001 – 10,000
Tier 3		10,001 – 25,000
Tier 4		25,001+

RATE DESIGN OBJECTIVES

- Targeting break-even change in Fund Balance in FY 2024
- Annual rate increases target a Debt Service Coverage Ratio (DSCR) of 1 on a combined basis
 - Recommend City consider a 1.1x DSCR in the future but balance goal against customer affordability

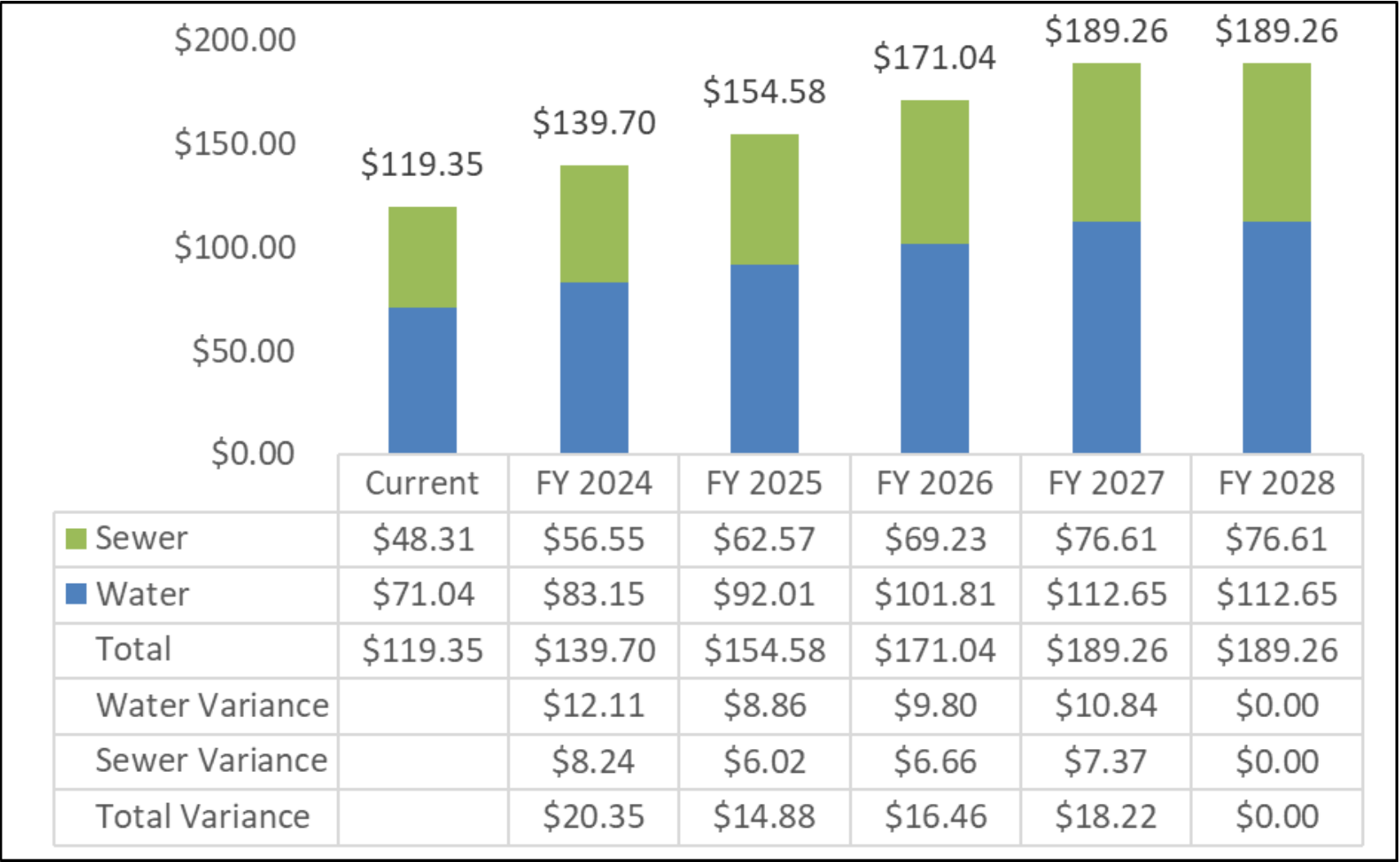
SCENARIO 1 - MONTHLY CUSTOMER BILL PROJECTION

Residential Inside ¾”
8,000 gallons



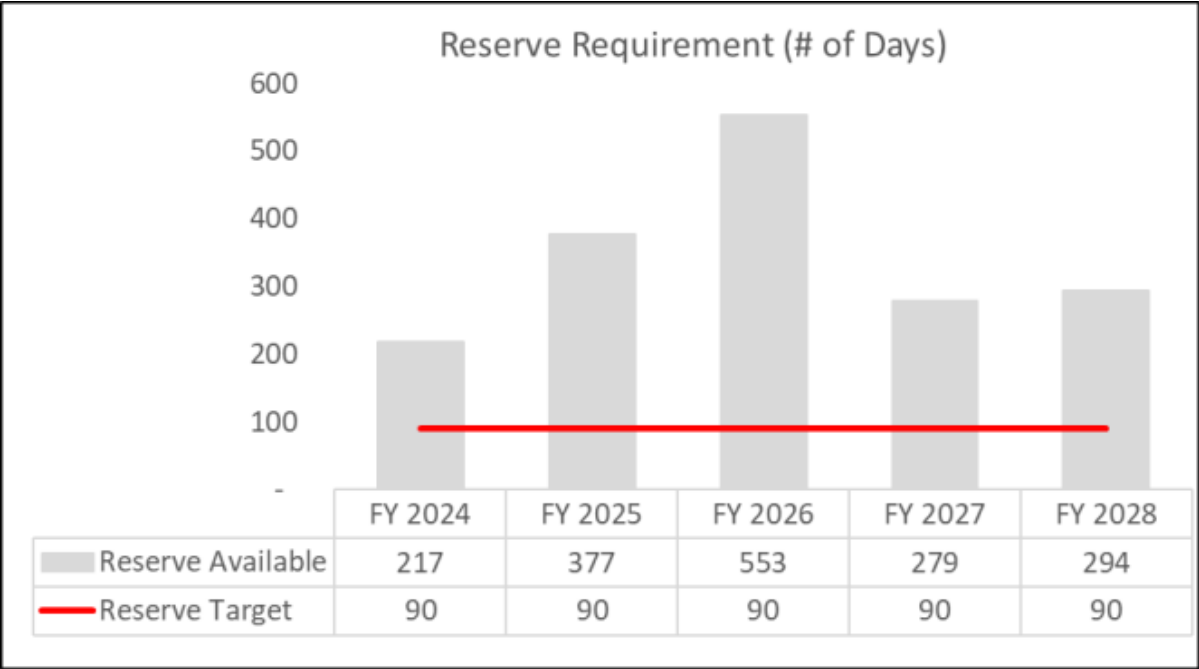
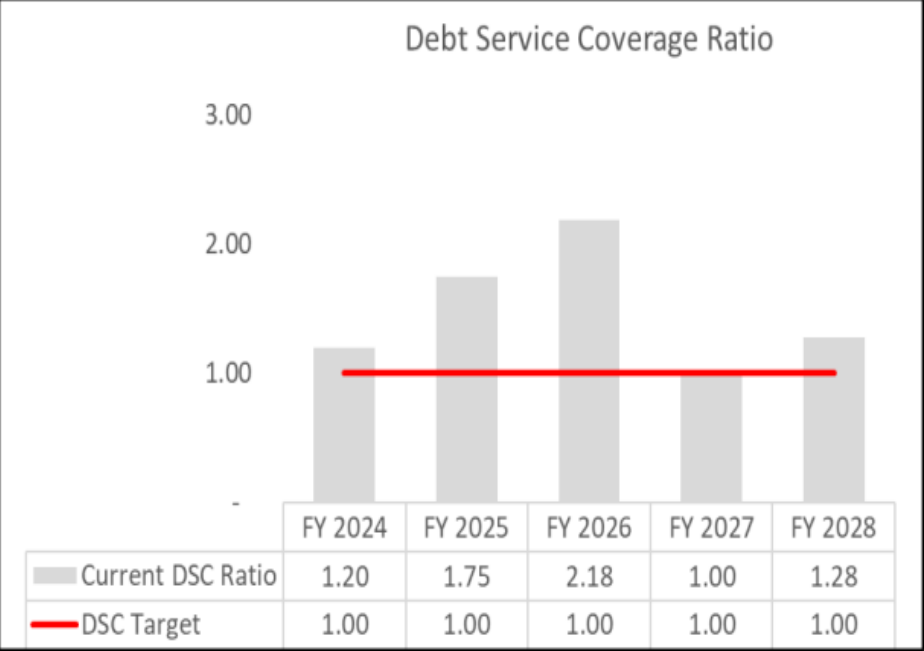
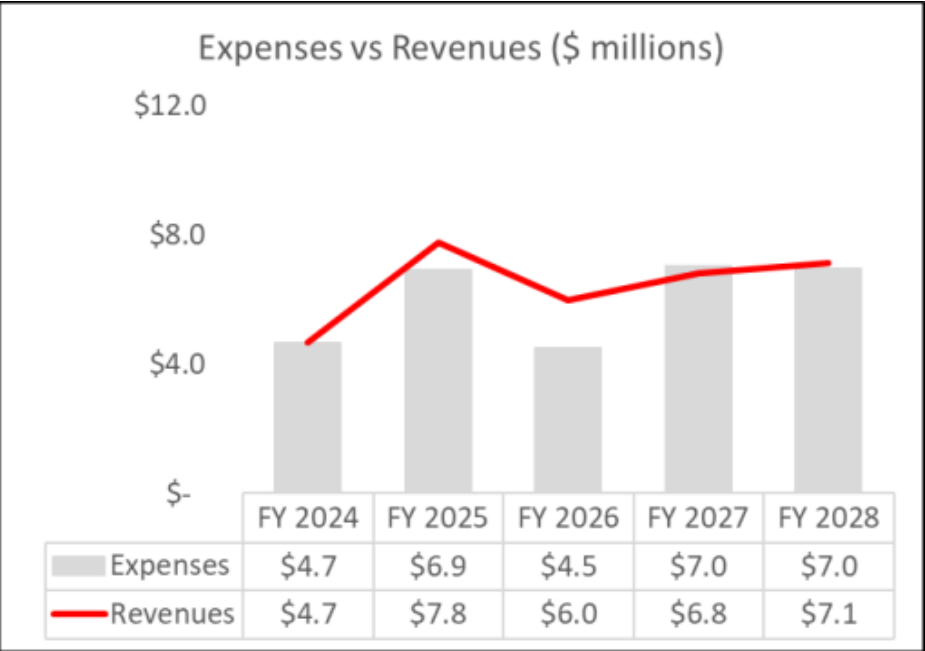
SCENARIO 2 - MONTHLY CUSTOMER BILL PROJECTION

Residential Inside ¾”
8,000 gallons



FUND SUMMARY UNDER PROJECTED RATES

Scenario 1 (\$ Millions)

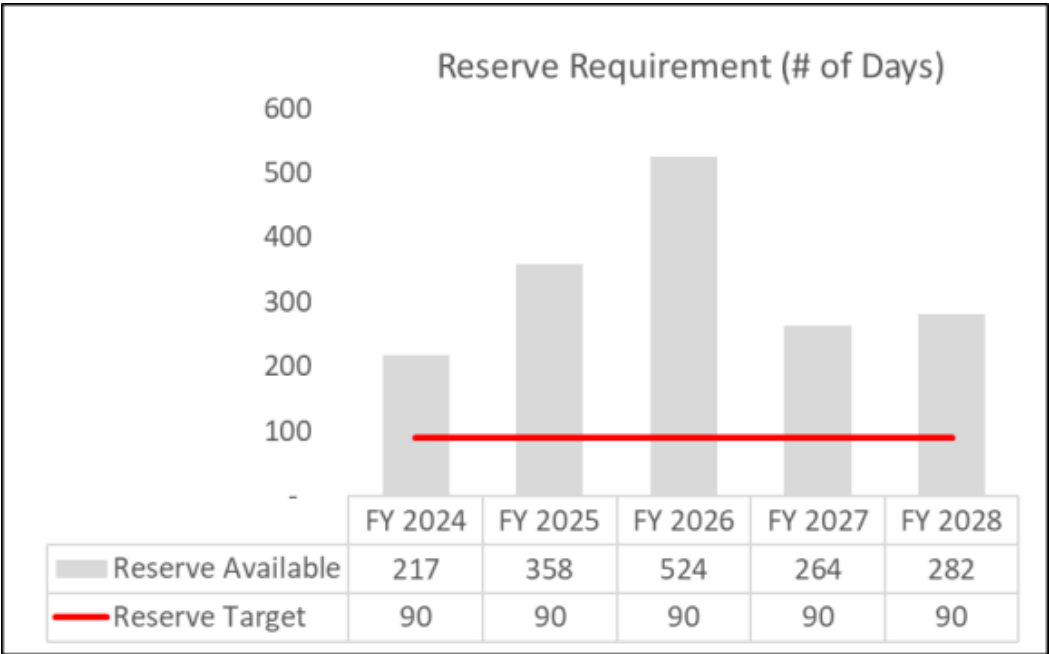
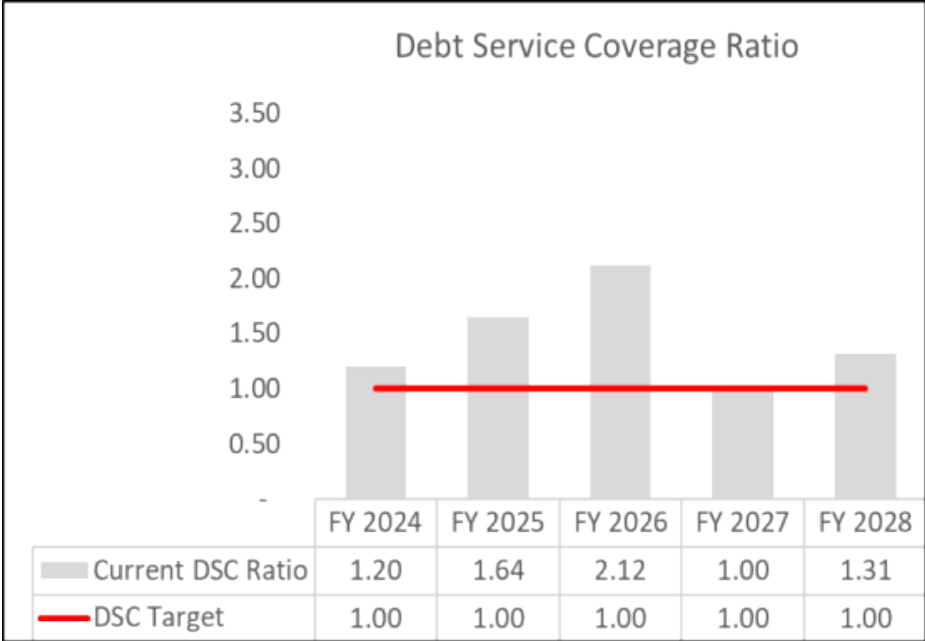
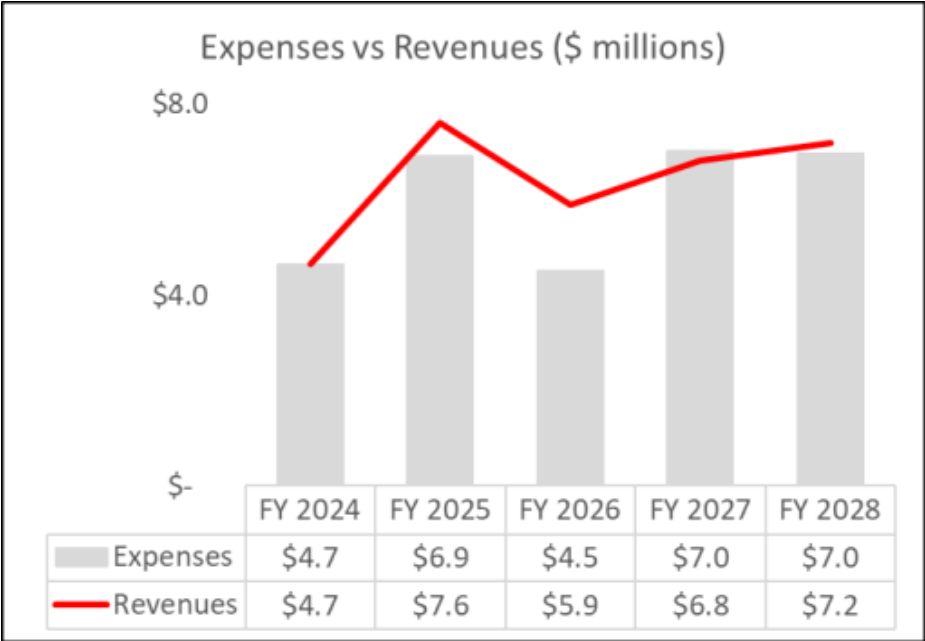


Notes:
[1] The large increase in costs and revenues in FY 2025 is due to SWIFT funding received to fund a large capital project.
[2] Increase in rate revenue is driving the FY 2026 increase in reserves. TRA sewer treatment costs reducing the reserve the following year.

FUND SUMMARY UNDER PROJECTED RATES

Scenario 2 (\$ Millions)

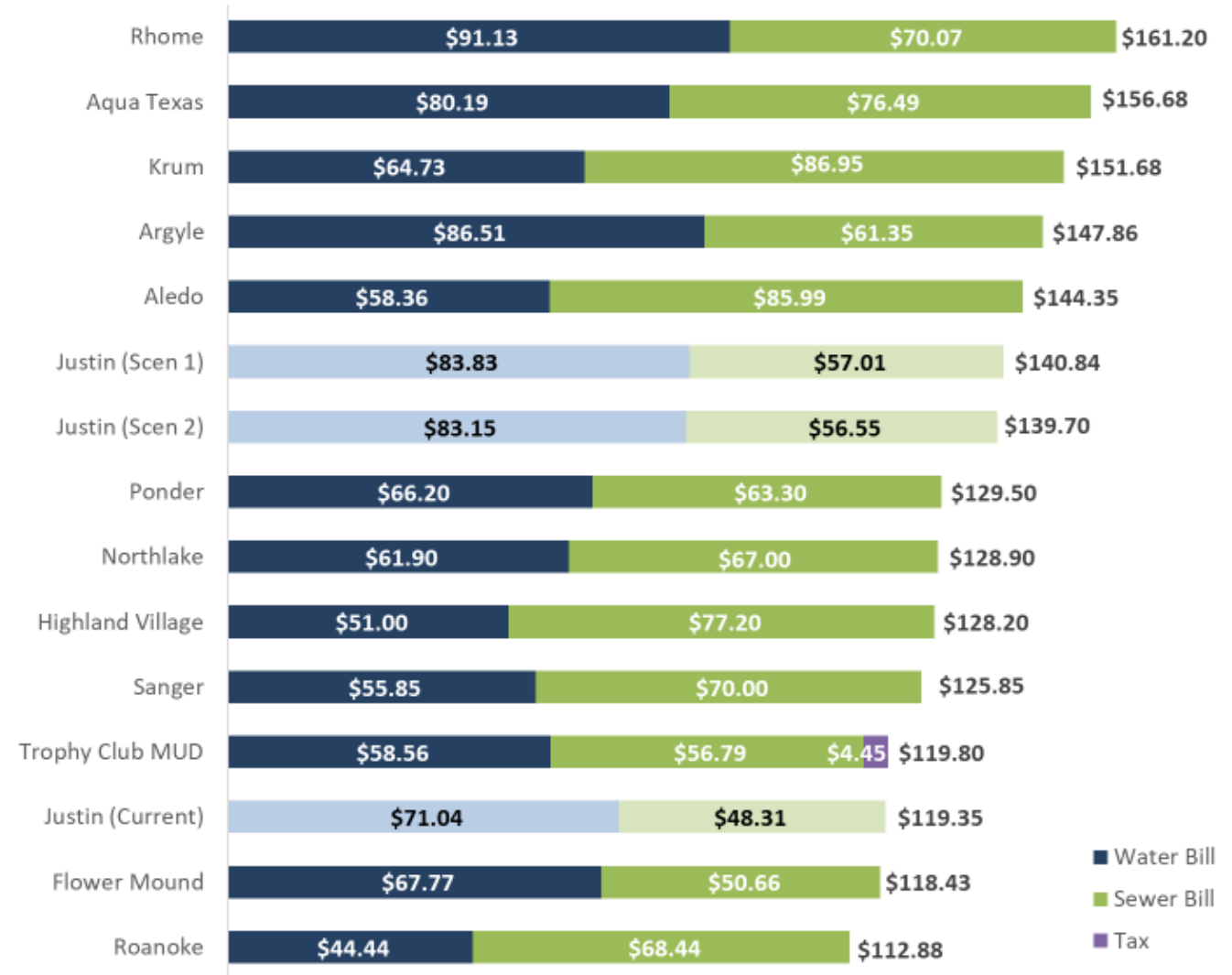
Notes:
[1] The large increase in costs and revenues in FY 2025 is due to SWIFT funding received to fund a large capital project.
[2] Increase in rate revenue is driving the FY 2026 increase in reserves. TRA sewer treatment costs reducing the reserve the following year.



COMBINED REGIONAL BILL COMPARISON

Residential 3/4"
8,000 gallons

Note: Comparison City rates utilized in the bill calculations were the publicly available rates as of May 2023



Notes:

- [1] The Cities of Justin, Aledo, Flower Mound Roanoke, Ponder, and Sanger include volumes in the minimum bill.
- [2] Aqua Texas includes all sewer volumes in the minimum bill.
- [3] Trophy Club MUD Tax based on average home value of \$322,000.
- [4] Annual average consumption = 8,000 gallons.



QUESTIONS AND DISCUSSION

NEWGEN STRATEGIES AND SOLUTIONS
275 W. CAMPBELL ROAD, SUITE 440
RICHARDSON, TEXAS 75080

MATTHEW GARRETT
MANAGING PARTNER

(972) 675-7699
MGARRETT@NEWGENSTRATEGIES.NET

SUPPLEMENTAL INFORMATION

CAPITAL PLAN PROJECT DETAIL

(\$ Millions)

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
Atch. Lift Station Abandonment	\$ -	\$0.09	\$ -	\$ -	\$ -	\$0.09
Industrial Water Main Replacement	0.01	0.14	-	-	-	0.15
Hardeman Circle Water Main Replacement	0.60	-	-	-	-	0.60
12th st. Water Main Replacement	0.29	-	-	-	-	0.29
Creekhill Way Water Main Replacement	-	-	0.02	0.23	-	0.25
S. College Ave. & Allen Sewer Main Rehab	-	-	-	0.10	0.98	1.08
Holloway Lift Station Force Main Rehab	0.31	-	-	-	-	0.31
Old Town Sewer Rehab Phase 1 Part 2	-	-	-	-	-	-
Old Town Sewer Rehab Phase 2	-	0.04	0.42	-	-	0.46
Old Town Sewer Rehab Phase 3	-	0.04	0.43	-	-	0.47
Old Town Sewer Rehab Phase 4	-	-	0.04	0.43	-	0.47
Old Town Sewer Rehab Phase 5	-	-	-	0.07	0.80	0.87
Eastside Water Loop	1.12	-	-	-	-	1.12
Lift Station Rehab Phase 2	-	-	-	-	-	-
AMR Smart Water Meter Replacement	-	-	-	-	-	-
Ground Storage Tank & Pump Station	-	-	-	-	-	-
SWIFT Phase 2 Part 2	-	2.80	-	-	-	2.80
TOTAL	\$2.34	\$3.12	\$0.91	\$0.82	\$1.78	\$8.96

SCENARIO 1 – PROJECTED RATES

SCENARIO 1 - WATER RATE DESIGN

All Classes

	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
3/4"	2,142	\$28.62	\$33.77	\$37.03	\$40.61	\$44.53	\$44.53
1"	5	47.69	56.27	61.71	67.67	74.21	74.21
1.5"	0	95.40	112.57	123.45	135.37	148.45	148.45
2"	1	152.63	180.10	197.50	216.58	237.50	237.50
Volumetric Rates (per kGal)							
0 - 1,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1,001 +		6.06	7.15	7.84	8.60	9.43	9.43

SCENARIO 1 - SEWER RATE DESIGN

Residential

	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Connections	2,016	\$22.67	\$26.75	\$29.33	\$32.17	\$35.28	\$35.28
Volumetric Rates (per kGal)							
0 – 2,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001 – 6,000		6.41	7.56	8.29	9.10	9.97	9.97
6,001+		-	-	-	-	-	-

Note: Residential billed flow is capped at 6,000 gallons.

SCENARIO 1 - SEWER RATE DESIGN

Commercial

	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Connections	2,016	\$22.67	\$26.75	\$29.33	\$32.17	\$35.28	\$35.28
Volumetric Rates (per kGal)							
0 – 2,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001+		6.41	7.56	8.29	9.10	9.97	9.97

SCENARIO 2 – PROJECTED RATES

SCENARIO 2 - WATER RATE DESIGN

All Classes

	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
3/4"	2,142	\$28.62	\$33.50	\$37.07	\$41.02	\$45.38	\$45.38
1"	5	47.69	55.82	61.77	68.34	75.62	75.62
1.5"	0	95.40	111.67	123.56	136.72	151.28	151.28
2"	1	152.63	178.65	197.68	218.73	242.03	242.03
Volumetric Rates (per kGal)							
0 - 1,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1,001 - 10,000		6.06	7.09	7.85	8.68	9.61	9.61
10,001 - 25,000		6.06	7.45	8.63	9.99	11.53	12.01
25,001+		6.06	7.82	9.50	11.49	13.84	15.01

SCENARIO 2 - SEWER RATE DESIGN

Residential

	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Connections	2,016	\$22.67	\$26.54	\$29.36	\$32.49	\$35.95	\$35.95
Volumetric Rates (per kGal)							
0 – 2,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001 – 6,000		6.41	7.50	8.30	9.19	10.16	10.16
6,001+		-	-	-	-	-	-

Notes: Residential billed flow is capped at 6,000 gallons.

SCENARIO 2 - SEWER RATE DESIGN

Commercial

	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Connections	141	\$22.67	\$26.54	\$29.36	\$32.49	\$35.95	\$35.95
Volumetric Rates (per kGal)							
0 – 2,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001+		6.41	7.50	8.30	9.19	10.16	10.16

Utility Rate Comparison

2024		2025	
Water	\$ 84.93	Water	\$ 93.27
Sewer	\$ 57.28	Sewer	\$ 62.39
Total	\$ 142.21	Total	\$ 155.66
 Winter AVG		 Winter AVG	
Water	\$ 84.93	Water	\$ 93.27
Sewer	\$ 45.88	Sewer	\$ 49.97
Total	\$ 130.81	Total	\$ 143.24
Current Sewer Revenue	\$ 1,572,228		
Winter AVG Revenue	\$ 1,259,244		
Difference	\$ (312,984)		



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 3. (WORKSHOP ITEM(S))

Title: Discuss and review a proposed 2025 City Council Meeting Calendar.

Department: Administration

Contact: Amy Piukana, City Secretary

Recommendation:

Staff recommends approval of a 2025 City Council meeting calendar.

Background:

The City Council will annually create a meeting calendar with set regular meeting dates, which will be posted on the city's website and shared with developers for plan submittals and projects. The proposed draft of the City Council calendar schedules meetings for the second and fourth Thursday of the month, with exceptions noted. The draft calendar also includes city board meetings held at City Hall. The City Council may convene a special meeting if necessary, with a quorum of members required for city business.

City Attorney Review: N/A

Attachments:

1. 2025 Proposed Calendar

City of Justin 2025 Meeting Schedule - Thursday Meetings

January 2025

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

CC Council Meetings
PZ Planning & Zoning Meetings
O Council Orientation
H Town Holiday

MC Municipal Court
PR Parks Board
EDC EDC/CDC

R Budget / Meeting Retreats (TBD)

1/09: Governance Training
 1/09 -23: Call the election

TBD: Council Budget Retreat - All Day

Months

January
February
March
April
May
June
July
August
September
October
November
December

startDate 1/1/2025

Month Names:

This named range (months) is used as the input for the combo box.

The Start Date:

This named formula (startDate) is the first day of the first month in the yearly calendar, defined by the month and year chosen by the user.

Method for creating a monthly calendar without using arrays

Usi

January 2025						
	Sun	Mon				
	1	2				
1						
2	5	6				
3	12	13				
4	19	20				
5	26	27				
6						

How it Works:

This calendar is included to show how the more complex array function works. Note the use of mixed absolute and relative references that enable you to copy the formula down and across. This is basically what the array formula is doing for you.

Janu
S

5
12
19
26

monthNames startDate

January	1/1/2025
February	2/1/2025
March	3/1/2025
April	4/1/2025
May	5/1/2025
June	6/1/2025
July	7/1/2025
August	8/1/2025
September	9/1/2025
October	10/1/2025
November	11/1/2025
December	12/1/2025
January	1/1/2026
February	2/1/2026
March	3/1/2026
April	4/1/2026
May	5/1/2026
June	6/1/2026
July	7/1/2026
August	8/1/2026
September	9/1/2026
October	10/1/2026
November	11/1/2026

Adding additional months:

Insert a new row (before the last month in the list) and copy the formulas down.

December	12/1/2026	
January	1/1/2027	
February	2/1/2027	

ng arrays

uary 2025

M	T	W	Th	F	Sa
		1	2	3	4
6	7	8	9	10	11
13	14	15	16	17	18
20	21	22	23	24	25
27	28	29	30	31	

Alyssa Linenkugel, Place 1
Tomas Mendoza, Place 2
John Mounce, Place 3



James Castle, Place 4
Daniel Dennis, Place 5
Shelby St. Claire, Mayor Pro Tem Place 6

James Clark, Mayor

MINUTES

State of Texas
County of Denton
City of Justin

Justin City Council Regular Session Meeting - September 26, 2024

A) 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"***

Present

Mayor James Clark, Mayor Pro Tem Shelby St. Claire, Council Member Alyssa Linenkugel, Council Member John Mounce, Council Member Tomas Mendoza, Council Member James Castle, Council Member Daniel Dennis

City Staff: Assistant City Manager, Abbey Reece, City Secretary, Amy Piukana, Human Resource Director, Janet Holden, Finance Director Josh Armstrong, and City Attorney, Matthew Boyle.

With a quorum of members present, Mayor Clark called the meeting to order at 5:30 p.m.

Mayor Clark led the invocation, Pledge of Allegiance and Pledge to the Texas Flag.

B) 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.

The City Attorney announced the City Council would recess into closed session at 5:08 p.m.

1.
 - Under Section 551.071, to conduct a private consultation with the City Attorney regarding:
 1. Danheim Complaint Against the City of Justin; PUCT Docket No. 53836
 2. Petition of Town of Northlake and City of Justin; PUCT Docket No. 54243

3. Range Creek Developers Agreement
4. Trafford Terrace Developers Agreement
5. Oncor Transmission Line
6. Treeline Development

C) TAKE ANY ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION ITEM(S)

The City Council reconvened into open session at 6:08 p.m. There was no action taken as a result of the closed session.

D) PROCLAMATION

1. Presentation of a Proclamation declaring October 7-13, 2024 as National Fire Prevention Week.

Mayor Clark presented the Fire Department with a proclamation declaring October 7-13, 2024 as National Fire Prevention Week.

E) UPCOMING MEETINGS AND EVENTS

Communications Manager Krystal Gonzalez provided a report on upcoming community meetings and events. Mayor Clark noted the time change for the October 18, 2024 Blood Drive will be from 8:30 a.m. to 4:30 p.m.

1. The following is a list of upcoming meetings and events:

- October 1, 2024 National Night Out at 6:00 p.m.
- October 7, 2024 Municipal Court at 5:00 p.m.
- October 8, 2024 Justin Library Board meeting at 4:30 p.m.
- October 8, 2024 Park Board meeting at 6:00 p.m.
- October 15, 2024 Planning & Zoning Commission meeting at 6:30 p.m.
- October 12, 2024 Justin Heritage Foundation Casino Night Fundraiser at 7:00 p.m.
- October 18, 2024 Blood Drive City Hall 7:00 a.m. to 4:00 p.m.
- October 19, 2024 Fish Fry at the Fire Department 4:30 p.m. to 7:30 p.m.
- October 24, 2024 City Council meeting at 5:30 p.m.
- October 24, 2024 City Hall Trick or Treat 2:00 p.m. to 4:00 p.m.
- October 24-25, 2024 Library Haunted House 11:00 a.m. to 7:00 p.m.

Communications Manager Krystal Gonzalez announced upcoming meetings and events.

F) PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens with the opportunity to speak, the mayor may impose a three-minute time limitation for each citizen to speak with a seasonal limitation on speakers on one topic or item with a maximum of fifteen total minutes on the same topic. 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.

No public comments were provided.

G) REPORT

1. Discuss and receive an update regarding Gaston House.

Director of Development Services Matthew Cyr briefed the City Council regarding this item. Justin Heritage Foundation Board Member India White, Foundation President Jennifer Green, and Fundraising Director Lea Bryant spoke regarding grants, fundraising, partnership needs with City Officials to assist with communications with state representatives, tax incentives, and budgetary needs.

The City Council discussed the total amount needed to cover all project renovations, (\$1.8 million), grant funding needs, past fundraising over the last three years and the need for future funding.

H) CONSENT AGENDA

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

Motion made by Mayor Pro Tem St. Claire to approve Consent Items H.1-H.7, as presented. Motion seconded by Council Member Dennis. Motion approved 5-2 (*Council Member Mounce and Council Member Castle opposed.*)

Council Member Castle requested more information regarding Agenda Item H.6 and Item H.7. Assistant City Manager Abbey Reece introduced City Engineer Chris Cha, who was present to answer questions. Mr. Cha explained both Item Nos. 6 and Item 7 are necessary to repair potholes, concrete, and asphalt repairs for Old Town and City wide.

1. Consider approving the City Council minutes dated September 12, 2024; and take appropriate action.
2. Consider approving Resolution 709-24 supporting the TXDOT extension of FM 1171 and FM 407 West; and take appropriate action.
3. Consider adopting Ordinance 786-24, second reading, to adopt the Water and Wastewater Master Plan; and consider taking appropriate action.
4. Consider adopting Ordinance 790-24 approving the City of Justin's Texas Municipal Retirement System Benefit authorizing annual updated service credits; and take appropriate action.
5. Consider adopting Ordinance 789-24, second reading, authorizing the City of Justin to enter into an Atmos Franchise agreement; and take appropriate action.
6. Consider approving Resolution 710-24, awarding a contract to SPI Asphalt, LLC for miscellaneous asphalt repairs in the amount of \$161,000, authorize the City Manager to execute the agreement; and take appropriate action.

Council Member Castle asked if items H.6 and H.7 are for the Old Town. City Engineer Cha replied stating these items would be used for all city projects, but the majority would be used for hometown.

7. Consider approving Resolution 711-24, awarding a contract to Vernara, LLC for miscellaneous concrete pavement repairs in the amount of \$222,682.30, authorize the City Manager to execute

the agreement and take appropriate action.

I) ITEMS PULLED FROM CONSENT AGENDA

All consent items were approved, Items H.6 and H.7 were pulled off consent for clarification.

J) PUBLIC HEARING

1. Conduct a Public Hearing and consider adopting Ordinance 791-24, 1st reading, for a Specific Use Permit for a Temporary Batch Plant for LaDera Timberbrook legally described as A0439A M. Garnett, Tract 3E, generally located north of FM 407 and Timberbrook Parkway; and take appropriate action.

Director of Development Services Matthew Cyr briefed the City Council regarding this item.

Mayor Clark opened the Public Hearing. There being no speakers, Mayor Clark closed the Public Hearing.

A motion was made by Council Member Dennis to adopt Ordinance 791-24, as presented. Motion seconded by Council Member Castle. The motion was approved unanimously.

K) ACTION ITEM

1. Consider the appointment, reappointment and/or removal of a Park Board Member; and take appropriate action.

Park Board Member Amy Shadowens briefed the City Council offering her apologies concerning the volleyball court social media post.

After discussion, a motion was made by Mayor Pro Tem St. Claire to table this item for 6 months. Motion seconded by Council Member Mendoza. The motion was approved unanimously.

Mayor Clark noted the city is opening up board positions, noting he plans to meet with Board Chairs in the future to discuss the future of Boards to include mission, vision, and scope for boards.

L) MAYORS RECAP

Mayor Clark provided a meeting recap.

M) FUTURE AGENDA ITEMS

There were no future agenda items.

N) ADJOURN

Mayor Clark adjourned the meeting at 6:53 p.m.

Mayor James Clark

Amy Piukana

Amy Piukana, TRMC, City Secretary

Seal:



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 2. (CONSENT AGENDA)

Title: Consider adopting Ordinance 790-24, second reading, approving the City of Justin's Texas Municipal Retirement System Benefit authorizing annual updated service credits; and take appropriate action.

Department: Administration

Contact: Janet Holden, Human Resources Generalist

Recommendation:

To increase the service credit for the TMRS Retirement Plan offered by the City from 50% to 75% effective January 1, 2025, when a new employee is coming from another city. With the adoption of this ordinance, the city will not have to adopt an ordinance each year to reauthorize the calculation of Updated Service (USC). This benefit will remain in effect for future years until such time as it is discontinued by an ordinance adopted by the City Council.

Background:

When doing research for the compensation study, it was noted that 8 of the 10 target cities' service credit was at 100%. Currently, the City of Justin is at 50%. By increasing the service credits that the City accepts, it will assist in the hiring and retention of new employees. The ultimate goal will be to increase the service credits to 100% to allow us to be more inline with the target cities approved by the Council.

TMRS requires that this change be made by ordinance. The change was placed into the approved budget for the 24/25 budget.

City Attorney Review: No

Attachments:

1. Ord 790-24 TMRS Credit Accrual
2. Justin 2025 Plan Change Study _75% USC
3. Justin Transmittal - USC

ORDINANCE 790-24

AN ORDINANCE REGARDING THE CITY OF JUSTIN'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS AUTHORIZING ANNUALLY ACCRUING UPDATED SERVICE CREDITS.

Whereas, the City of Justin, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

Whereas, each person who is or becomes an employee of the City on or after the effective date of the City's participation in the System in a position that normally requires services of 1,000 hours or more per year ("Employee") shall be a member of the System ("Member") as a condition of their employment; and

Whereas, the City Council finds that it is in the public interest, in accordance with TMRS Act §§853.401 through 853.404, to reauthorize, and increase from 50% to 75%, annually accruing Updated Service Credits, now:

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

(a) On the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each Member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing Employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The Updated Service Credit authorized and provided under this Ordinance shall be **75%** of the "base Updated Service Credit" of the TMRS Member calculated as provided in TMRS Act §853.402.

(c) If the City previously adopted an ordinance authorizing Updated Service Credit for unforfeited prior service credit and/or current service credit with another System participating municipality (also known as "Transfer USC"), the calculations and adjustments set forth in TMRS Act §853.601 apply to any such prior Transfer USC.

(d) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees ("Board") of the System. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Ordinance shall be effective on January 1 of each subsequent year, using the same percentage of the "base Updated Service Credit" stated in Subsection (b) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Passed and approved September 26, 2024, first reading.

Passed and approved _____, 2024, second reading.

ATTEST:

APPROVED:

City Secretary

Mayor

2025 Rates • Justin

July 5, 2024

Plan Provisions	Current	Option 1
Employee Contribution Rate	7%	7%
City Matching Ratio	2 to 1	2 to 1
Updated Service Credit (USC)	50% (Repeating)	75% (Repeating)
Transfer USC *	No	No
COLA	None	None
Retroactive COLA	No	No
Retirement Eligibility Any Age	20 years	20 years
Vesting	5 years	5 years
Supplemental Death Benefit	None	None
Contribution Rates	2025	2025
Normal Cost Rate	7.25%	7.79%
Prior Service Rate	<u>0.19%</u>	<u>0.62%</u>
Retirement Rate	7.44%	8.41%
Supplemental Death Rate	<u>0.00%</u>	<u>0.00%</u>
Total Contribution Rate	7.44%	8.41%
Unfunded Actuarial Liability	\$100,339	\$330,985
Funded Ratio	97.7%	92.8%
Benefit Increase Amortization Period	20 years	20 years
Stat Max	13.50%	13.50%
Retirement Rate Exceeds Stat Max	No	No

* As of the December 31, 2023 valuation date, there were 22 employees with service in other TMRS cities eligible for transfer USC.



July 5, 2024

Janet Holden
Director of Human Resources
City of Justin
415 N College Ave
Justin, TX 76247

Dear Ms. Holden:

We are pleased to enclose a model ordinance for your city to adopt:

**75% Updated Service Credit without Transfers
Annually Repeating
Effective January 1, 2025**

By adopting this ordinance, the city will not have to adopt an ordinance each year to reauthorize the calculation of Updated Service Credit (USC). This benefit will remain in effect for future years until such time as it is discontinued by an ordinance adopted by the City Council.

With the adoption of this additional benefit, your city's contribution rate will be **8.41%** beginning January 1, 2025.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at cityservices@tmrs.com.

If you have any questions about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,

A handwritten signature in blue ink, appearing to read "Colin Davidson", is written over a light blue circular background.

Colin Davidson
Director of City and Member Services



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 3. (CONSENT AGENDA)

Title: Consider adopting Ordinance 791-24, second reading, for a Specific Use Permit for a Temporary Batch Plant for LaDera Timberbrook legally described as A0439A M. Garnett, Tract 3E, generally located north of FM 407 and Timberbrook Parkway; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff Recommends Approval as presented.

Background:

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

Traffic flow would consist of vehicular traffic moving down FM 407 and turning onto Timberbrook Parkway.

In July 2022, City Council adopted an ordinance governing all temporary batch plants with an SUP. This ordinance includes several conditions for operation:

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

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

PZ Recommendation:

The Planning and Zoning Commission unanimously recommended approval on August 16, 2024.

City Attorney Review: No

Attachments:

1. Batch Plant Application
2. Ordinance 791-24



ZONING CHANGE

SELECT APPLICATION TYPE

- ☐ Zoning Change ☒ Special Use Permit ☐ Planned Development

DEVELOPMENT

Project Address NW Corner FM 407 & Timberbrook Parkway
Project Name Western Timberbrook Phase 1
Legal Description lot 1, Block A (20.863 Acres) Acreage 20.863
Current Zoning Residential Proposed Zoning N/A
Current Use N/A Proposed Use N/A

OWNER INFORMATION

Company/Name Avanta SEI Holdings, LLC
Contact Name Cash Grnwt
Address 4401 North Mesa St City El Paso State TX Zip 79902
Phone (832) 983-7993 Email cashgrnwt@integritygroups.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 L.H. Lacy Contact Name Matt Terry
Address 1880 Crown Dr, Ste 1200 City Dallas State TX Zip 75234
Phone (214) 535-4804 Email mterry@lhacy.com

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.

 08/09/24 Cash Grnwt
Owner Signature Date Owner Name (Print)
 8/9/2024 Matt Terry
Agent Signature Date Agent Name (Print)



Process Flow Description

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

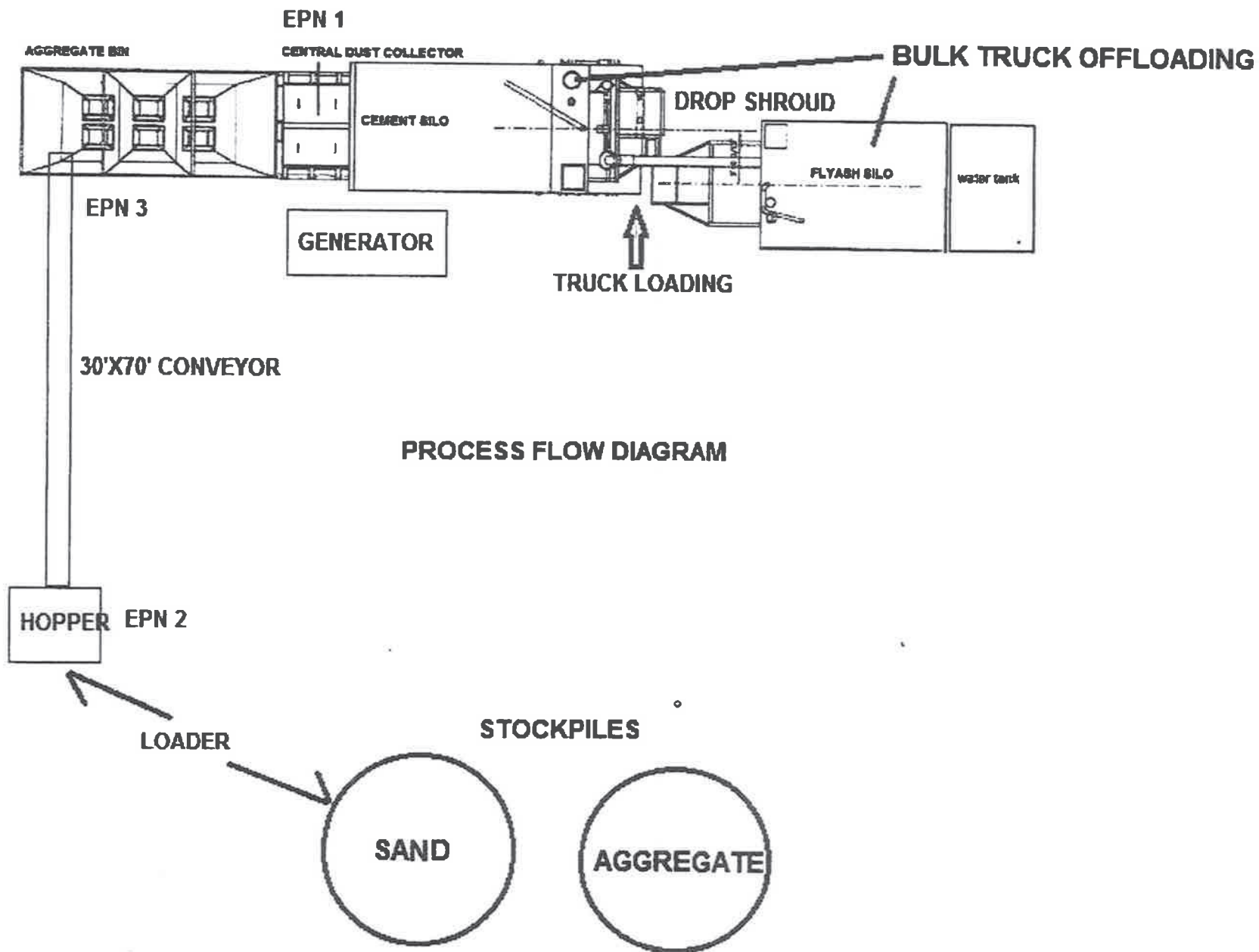
Cement and flyash are delivered by bulk transport and offloaded via a closed pneumatic system to the silos.

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

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

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

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



AGGREGATE BIN

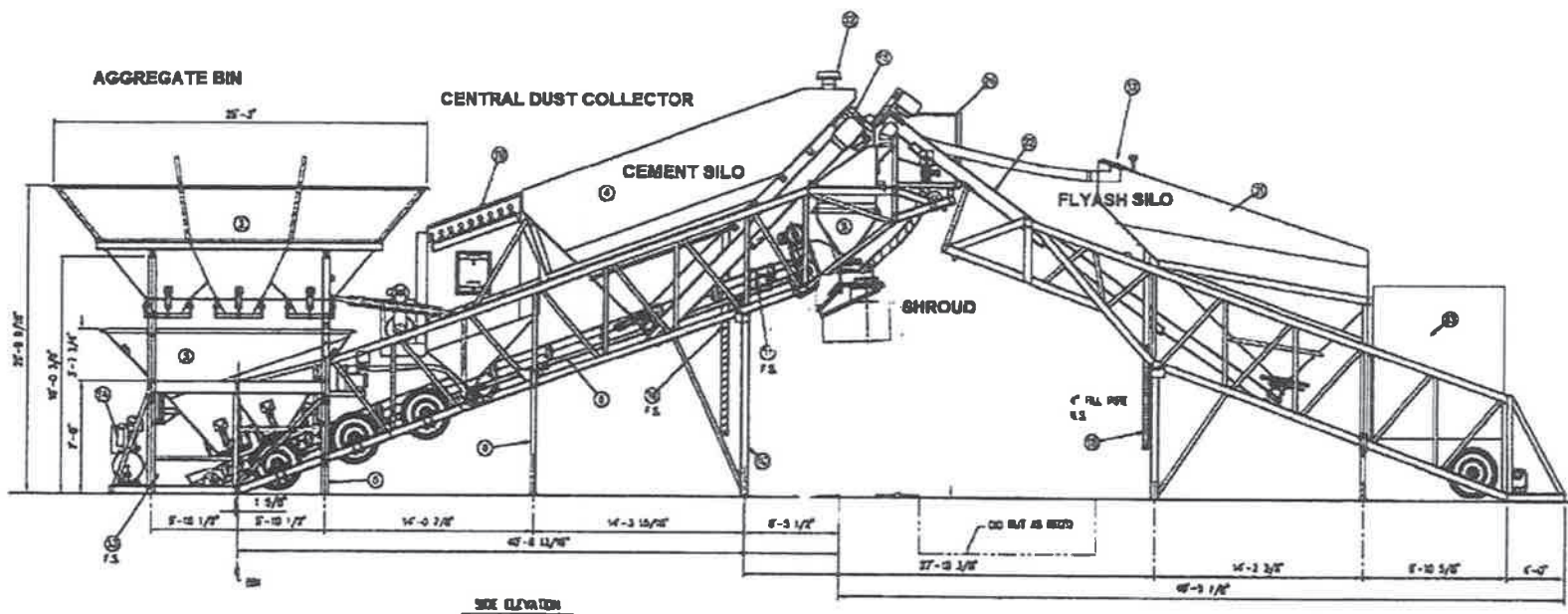
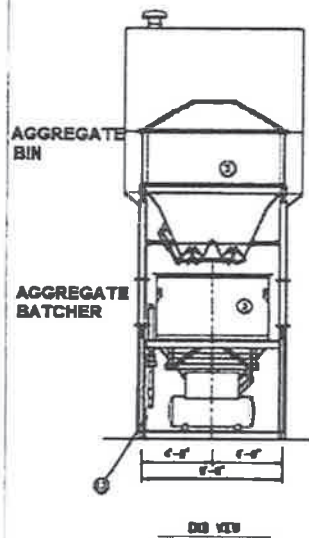
CENTRAL DUST COLLECTOR

CEMENT SILO

FLYASH SILO

PLAN VIEW

BILL OF MATERIALS				
ITEM	QTY	DESCRIPTION	WT.	REMARKS
1	1	4" TUBES ASSEMBLY		2-280
2	1	AGGREGATE BIN 60 TON 3-COMP		2-280
3	1	AGGREGATE BATCHER 72 CU YD		2-280
4	1	CEMENT SILE AND SILE, 6" SILE SILE INDICATOR		2-280
5	1	CEMENT SILE BATCHER 12 CU YD 12 CU FT		2-280
6	1	6" 1 1/4" SILE		
7	1	6" SILE CONCRETE 36" 12" 40 HP SILE		2-280
8	1	36" DISCHARGE SILE		2-280
9	1	6" SILE		
10	1	6" SILE SILE SILE		2-280
11	1	6" SILE SILE SILE		2-280
12	1	6" SILE SILE SILE		
13	1	6" SILE SILE SILE		
14	1	6" SILE SILE SILE		
15	1	6" SILE SILE SILE		
16	1	6" SILE SILE SILE		
17	1	6" SILE SILE SILE		
18	1	6" SILE SILE SILE		
19	1	6" SILE SILE SILE		
20	1	6" SILE SILE SILE		
21	1	6" SILE SILE SILE		
22	1	6" SILE SILE SILE		
23	1	6" SILE SILE SILE		
24	1	6" SILE SILE SILE		



THE VOICE HAGAN COMPANY	
DALLAS, TEXAS	
CONCRETE	
PLANT GENERAL ARRANGEMENT	
DATE	5/12/50
BY	W.F. G. G.
PROJECT NO.	Q100510



CIVIL CONSTRUCTION AS PLANNED

WWW.LHACY.COM

August 9th, 2024

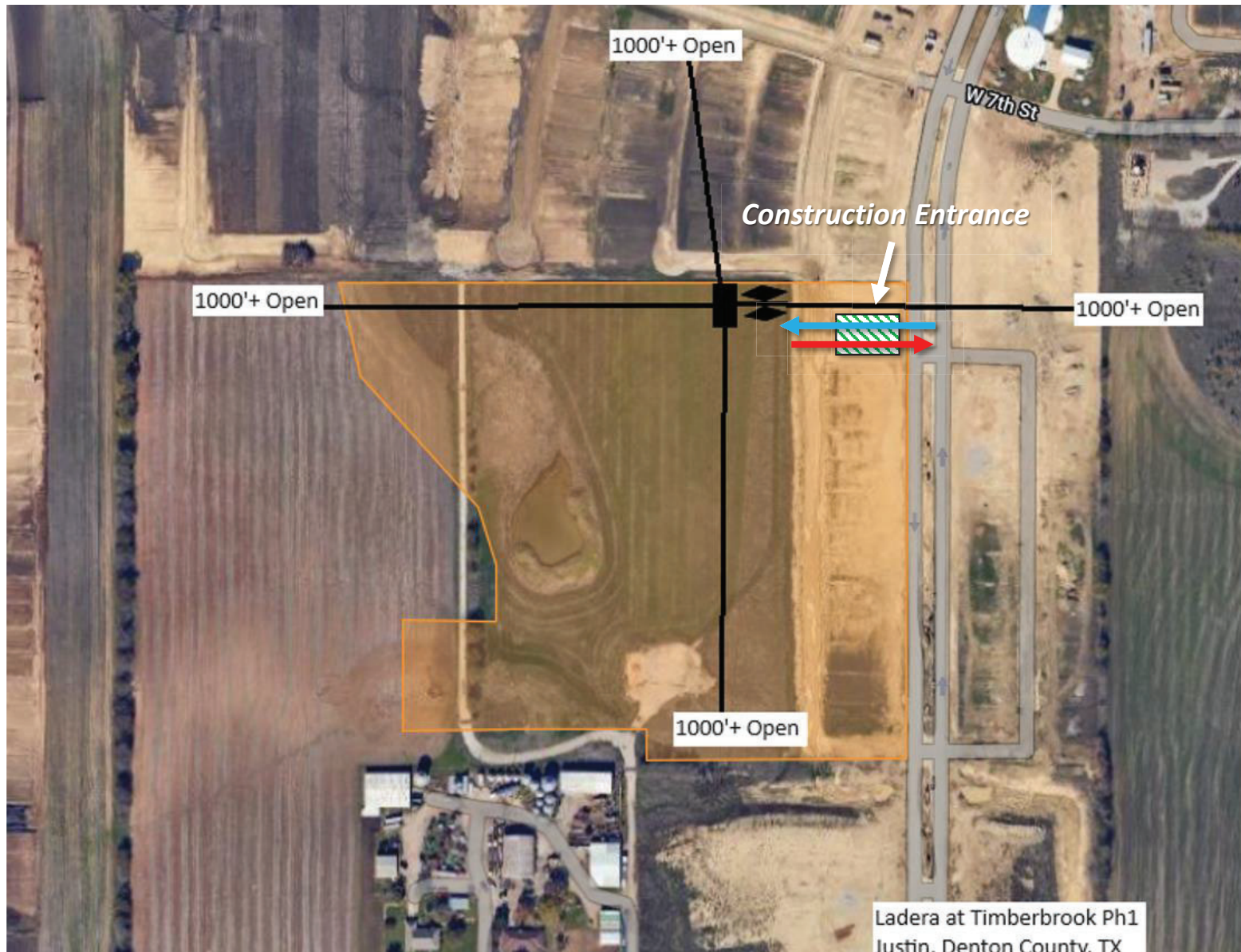
RE: Batch Plant Operations – Ladera Timberbrook Phase 1 (Justin, TX)

On behalf of L.H. Lacy Company I am submitting the following information with attachments regarding the utilization of a temporary concrete batch plant for the residential paving of Ladera Timberbrook Phase 1. The temporary concrete batch plant will be onsite for approximately 3 weeks & will supply concrete for the street improvements. Please be advised that a TCEQ Permit is in-place to operate this batch plant onsite.

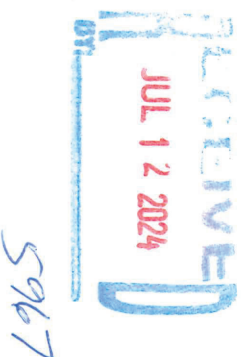
Please call me at the number listed below if you have any questions or concerns regarding this project.

Sincerely,

Matt Terry
Project Manager
(214)535-4804
mterry@lhacy.com



Jon Niermann, *Chairman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 10, 2024

Mr. Josh Lowry, Field Administrator
LH Lacy Company
PO Box 541297
Dallas, Texas 75354-1297

Re: Relocation Request for a Concrete Batch Plant; NSR Permit No. 81944L001; 1320' N of
FM 407 and 2215' E of Strader Lane (Ladera at Timberbrook Ph 1), Justin, Denton
County, Texas;
TCEQ ID Nos.: RN105227532; CN600491294

Dear Mr. Lowry:

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

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

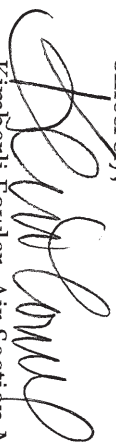
In addition, you are reminded that all future applications for relocation **must be submitted at least 12 business days prior to your estimated move date** as required by your permit and written authorization must be obtained prior to locating onsite. Failure to do so may result in denial of your relocation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

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

Mr. Josh Lowry, Field Administrator
Page 2
July 10, 2024

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kimberli Fowler'.

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

KSF/alb

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

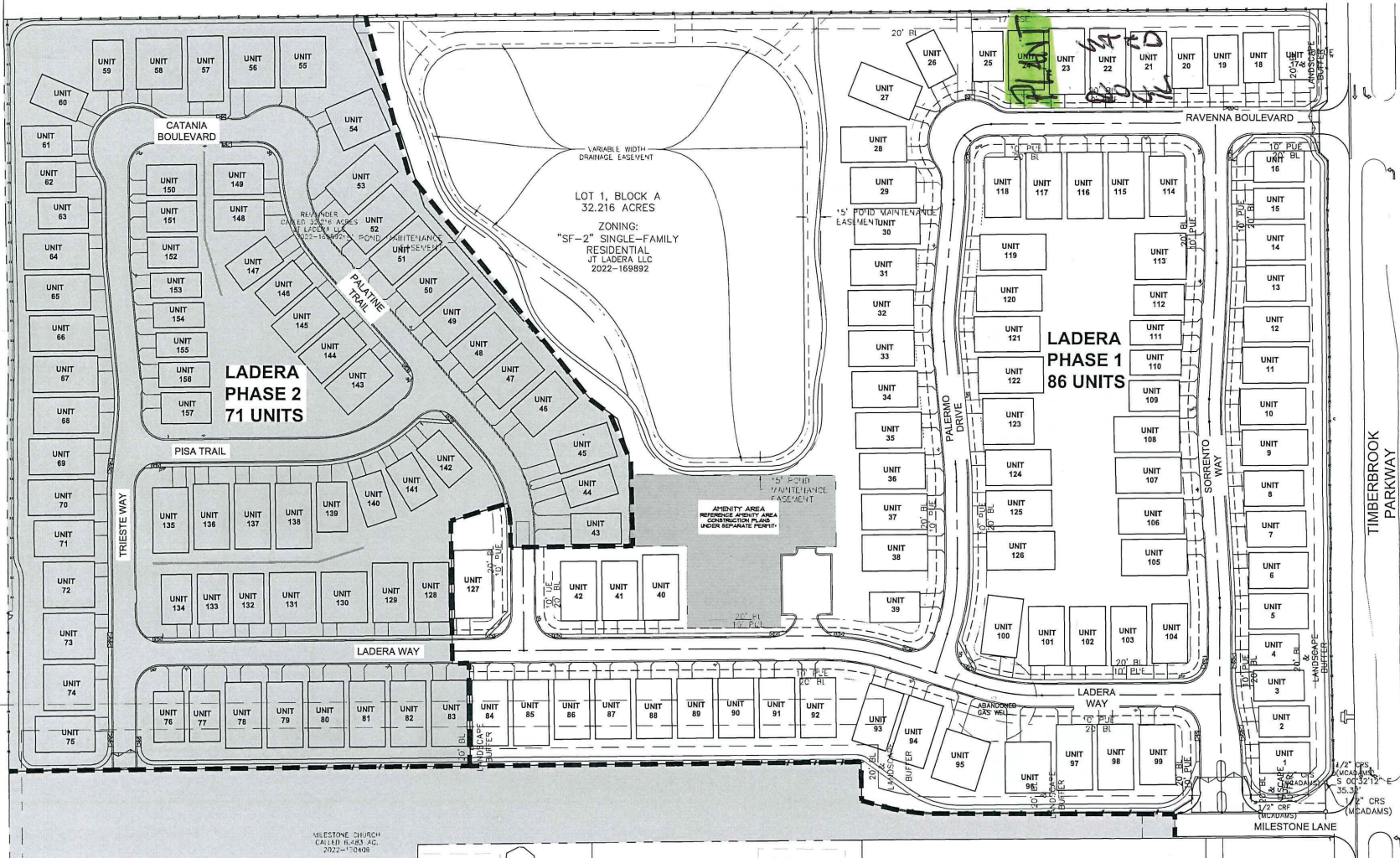
5967

OPEN ↑

OPEN ↑

OPEN →

OPEN ↓



BENCHM

TBM #1 CO/
BRONZE DIS
CONCRETE.
BNSF RR BRI
OF JUSTIN. I

TBM #2 "X"
OF WRENW
2334473.16

2022-326 (CHAS 120 ROW)

1/2" CRS
MUCADAL
S 00.3212° E
35.33'
1/2" CRS
(MEADAMS)

2022-326 (CHAS 120 ROW)



Jon Niemann, *Chairman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 16, 2024

Dear Applicant:

Re: TPDES General Permit for Discharges from Concrete Production (TXG110000)
Notice of Intent Authorization

Your Notice of Intent application for authorization under the general permit for discharge of wastewater and/or stormwater associated with concrete production activity has been received. Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Deputy Director of the Water Quality Division has issued the enclosed Certificate.

Please refer to the attached certificate for the identification number that was assigned to your project/site and the effective date. Please use this number to reference this project/site for future communications with the Texas Commission on Environmental Quality (TCEQ).

A Notice of Termination must be submitted when permit coverage is no longer needed. You may submit the Notice of Termination form electronically as well. All authorizations that are active on September 1st of each year will assessed an annual fee. The billing statement will be mailed to the Operator in October and payment must be made within 30 days to avoid late fees. It is the responsibility of the Operator to notify the TCEQ Application Review & Processing Team of any change in address supplied on the original Notice of Intent by submitting a Notice of Change.

All applications must be submitted online using TCEQ's ePermits (STEERS) system, unless the permittee requests and obtains an electronic reporting waiver.

For questions related to processing of forms you may contact the Applications Review & Processing Team at (512) 239-4671 or by email at WQ-ARPTeam@tceq.texas.gov. If you have any questions regarding coverage under this general permit or other technical issues, you may contact the Industrial Permits Team at (512) 239-4671. Also, you may obtain information on the TCEQ website at www.tceq.texas.gov. Permit and application status information can be found on the TCEQ website at <https://www.tceq.texas.gov/goto/wq-dpa>.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Sadlier", written over a horizontal line.

Robert Sadlier, Deputy Director
Water Quality Division

Texas Commission on Environmental Quality
Concrete Batch Plants NOI

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Ladera at Timberbrook Ph 1 BP
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	Northwest of FM 407 and Linwood Dr
City	Justin
State	TX
ZIP	76247
County	DENTON
Latitude (N) (##.#####)	33.089485
Longitude (W) (-###.#####)	-97.320849
Primary SIC Code	
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	Ladera at Timberbrook Ph 1 BP
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	Northwest of FM 407 and Linwood Dr
City	Justin
State	TX
ZIP	76247
County	DENTON
Latitude (N) (##.#####)	33.089485
Longitude (W) (-###.#####)	-97.320849
Facility NAICS Code	
What is the primary business of this entity?	

L. H. L-Customer (Applicant) Information (Owner Operator)

How is this applicant associated with this site?	Owner Operator
What is the applicant's Customer Number (CN)?	CN600491294
Type of Customer	Partnership
Full legal name of the applicant:	
Legal Name	L. H. Lacy Company, LTD.

Texas SOS Filing Number

800079904

Federal Tax ID

10646802

State Franchise Tax ID

17509246207

State Sales Tax ID

Local Tax ID

DUNS Number

5779046

Number of Employees

Independently Owned and Operated?

Yes

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Yes

Responsible Authority Contact

Organization Name

L. H. Lacy Company, LTD.

Prefix

First

Brent

Middle

Last

Morris

Suffix

Credentials

Title

Senior Vice President

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

1880 CROWN DR STE 1200

Routing (such as Mail Code, Dept., or Attn:)

City

DALLAS

State

TX

ZIP

75234

Phone (###-###-####)

2143570146

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

bmorris@lhacy.com

Billing Contact

Responsible contact for receiving billing statements:

Select the permittee that is responsible for payment of the annual fee.

CN600491294, L. H. Lacy Company, LTD.

Organization Name

L. H. Lacy Company, LTD.

Prefix

First
Middle
Last
Suffix
Credentials
Title

Enter new address or copy one from list:

CN600491294, L. H. Lacy Company, LTD.
Responsible Authority

Mailing Address

Domestic

Address Type

1880 CROWN DR STE 1200

Mailing Address (include Suite or Bldg. here, if applicable)

Routing (such as Mail Code, Dept., or Attn:)

DALLAS

City

TX

State

75234

ZIP

2143570146

Phone (###-###-####)

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

bmorris@hlacy.com

E-mail

Application Contact

Person TCEQ should contact for questions about this application:

CN600491294, L. H. Lacy Company, LTD.

Same as another contact?

L. H. Lacy Company, LTD.

Organization Name

Prefix

Brent

First

Morris

Middle

Morris

Last

Suffix

Senior Vice President

Credentials

Senior Vice President

Title

Enter new address or copy one from list:

Domestic

Mailing Address

1880 CROWN DR STE 1200

Address Type

1880 CROWN DR STE 1200

Mailing Address (include Suite or Bldg. here, if applicable)

Routing (such as Mail Code, Dept., or Attn:)

DALLAS

City

TX

State

ZIP
Phone (###-###-####)
Extension
Alternate Phone (###-###-####)
Fax (###-###-####)
E-mail

75234
2143570146

bmorris@lhacy.com

CBP General Characteristics

1) Is the project located on Indian Country Lands?	No
2) What is the primary SIC Code?	3273 Ready Mixed Concrete
3) Is the discharge or potential discharge within the Recharge Zone, Contributing zone, within the Contributing zone within the Transition zone, or zero to ten (0 to 10) miles upstream of the Recharge Zone of the Edwards Aquifer?	No
4) What is the operational status of your facility?	Active

Section 1 CBP-Outfalls

Outfall#: 1

What is the outfall number?	001
What type of water is discharged at this outfall?	Stormwater
What is the latitude for this outfall? Latitude (N) (##.#####)	33.0874
What is the longitude for this outfall? Longitude (W) (-###.#####)	-97.3226
What is the name of the first water body to receive the discharge?	Tributary of Trail Creek
What is the segment number of the classified water body that the discharge will eventually reach?	0826 - Grapevine Lake
Provide a complete description of the discharge route from the first receiving water body to the nearest classified segment.	Discharge will go to a nearby outfall. From there it will travel to a tributary of Trail Creek, which eventually flows into Grapevine Lake.
Is the discharge into Marine Water or Freshwater?	Freshwater

Certification

1) I certify that a Stormwater Pollution Prevention Plan has been prepared and implemented as required in the general permit.	Yes
---	-----

- | | |
|---|-----|
| 2) I certify that I have obtained a copy and understand the terms and conditions of the Concrete Batch Plants General Permit (TXG110000). | Yes |
| 3) I certify that the activities at this site qualify for coverage under the Concrete Batch Plants General Permit (TXG110000). | Yes |
| 4) I understand that I must terminate this permit when it is no longer needed. | Yes |
| 5) I understand that permits active on September 1 of each year will be assessed an Annual Water Quality fee in the amount specified in the General Permit. | Yes |

Certification

I certify that I am authorized under 30 Texas Administrative Code 305.44 to sign this document and can provide documentation in proof of such authorization upon request.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

1. I am Brent Morris, the owner of the STEERS account ER032330.
2. I have the authority to sign this data on behalf of the applicant named above.
3. I have personally examined the foregoing and am familiar with its content and the content of any attachments, and based upon my personal knowledge and/or inquiry of any individual responsible for information contained herein, that this information is true, accurate, and complete.
4. I further certify that I have not violated any term in my TCEQ STEERS participation agreement and that I have no reason to believe that the confidentiality or use of my password has been compromised at any time.
5. I understand that use of my password constitutes an electronic signature legally equivalent to my written signature.
6. I also understand that the attestations of fact contained herein pertain to the implementation, oversight and enforcement of a state and/or federal environmental program and must be true and complete to the best of my knowledge.
7. I am aware that criminal penalties may be imposed for statements or omissions that I know or have reason to believe are untrue or misleading.
8. I am knowingly and intentionally signing Concrete Batch Plants NOI.
9. My signature indicates that I am in agreement with the information on this form, and authorize its submittal to the TCEQ.

OWNER OPERATOR Signature: Brent Morris OWNER OPERATOR

Customer Number:

CN600491294

Legal Name:

L. H. Lacy Company, LTD.

Account Number:

ER032330

Signature IP Address:

50.84.83.250

Signature Date:

2024-07-03

Signature Hash:

974A0CE7C9019C42A2C8CCD960E20FA741FAAB82DE5B0A43B598187FE5C3D5A2

Form Hash Code at time of Signature:

DB16F9574E748472529B1B0EFF827328DCC78FC283396F66CD98ADDEEAE3A78A2

Fee Payment

Transaction by:	The application fee payment transaction was made by ER012934/Debbie M Schneider
Paid by:	The application fee was paid by DON SCHNEIDER
Fee Amount:	\$100.00
Paid Date:	The application fee was paid on 2024-07-16
Transaction/Voucher number:	The transaction number is 582EA000617658 and the voucher number is 713173

Submission

Reference Number:	The application reference number is 663842
Submitted by:	The application was submitted by ER049436/Reginald A Hovas
Submitted Timestamp:	The application was submitted on 2024-07-16 at 15:38:50 CDT
Submitted From:	The application was submitted from IP address 172.87.166.210
Confirmation Number:	The confirmation number is 551368
Steers Version:	The STEERS version is 6.79

Additional Information

Application Creator: This account was created by Reginald A Hovas

ORDINANCE NUMBER 791-24

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING A SPECIFIC USE PERMIT (SUP) FOR A TEMPORARY BATCH PLANT LOCATED ON THE NORTH SIDE OF FM 407 HAVING THE LEGAL DESCRIPTION AS A0439A M. GARNETT, TR 3E, DENTON COUNTY, TEXAS; PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the landowners authorized the applicant legally described as A0439A M. GARNETT, TR 3E, Denton County, TX, requested a Specific Use Permit for a Temporary Batch Plant; and

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

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

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

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

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

Section 2. That the Zoning Ordinance of Justin, Texas, regulating property legally described as legally described as A0439A M. GARNETT, TR 3E, Justin, Denton County, Texas, is amended to establish a Specific Use Permit for a temporary batch plant.

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.

Approved first reading this the 26th day of September 2024.

Approved second reading this the ____ day of October 2024.

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

Approved as to form:

City Attorney



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 4. (CONSENT AGENDA)

Title: Consider approving Resolution 713-24 authorizing the City Manager to enter into an interlocal agreement with Denton County for Library Services; and take appropriate action.

Department: Administration

Contact: Abbey Reece

Recommendation:

Approve the Interlocal Cooperation Agreement for Library Services between the City of Justin and Denton County as presented.

Background:

The interlocal cooperation agreement for library services with Denton County is approved annually. The County will pay the City's library \$6,100 based on the NCTCOG population estimates and will pay an additional \$10,000 throughout the year so long as we continue to also support the library's funding (which we have done through our budget). These monies have already been accounted for in the approved budget.

City Attorney Review: N/A

Attachments:

1. Resolution 716-24 CIP (002)
2. ILA Denton County Library

RESOLUTION 713-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT, ; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Mary Emma Tate Community Library partners with Denton County on an annual basis for library services; and

WHEREAS, Denton County contributes funding based off of the North Central Texas Council of Government's population estimates; and

WHEREAS, the revenue from Denton County has already been recognized in the approved 2024-2025 Fiscal Year Budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1.

That the Denton County Interlocal Cooperative Agreement, attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, be and the same is hereby in all things approved and adopted as the Capital Improvement Program of the City of Justin, Texas.

Section 2.

This Resolution shall become effective from and after its date of passage.

DULY RESOLVED by the City Council of the City of Justin, Texas, on this the 24th day of September 2024.

City of Justin, Texas

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

JUSTIN COMMUNITY LIBRARY

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City of Justin, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2024.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2024, through September 30, 2025.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate Library Director to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. Library Director shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY**.

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

*To the fullest extent permitted by law, the **MUNICIPALITY** agrees to hold harmless and indemnify the **COUNTY** from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the **MUNICIPALITY**, its officers, agents or employees.*

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is:

Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is:

Mary Emma Tate Community Library
c/o City of Justin, Texas
408 Pafford
Justin, Texas 76247
Attention: Lesa Keith
Telephone: 940-648-2541, Ext. 6

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **SIX THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$6,100.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable annually to the **MUNICIPALITY** commencing on or about October 1, 2024. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** in matching funds upon the following conditions:

1. The **MUNICIPALITY** shall attempt to secure funding from sources other than the **COUNTY**.
2. Upon receipt of additional funding, the **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on an annual basis.
3. The **COUNTY** shall match the **MUNICIPALITY'S** additional funding in an amount not to exceed \$10,000.00.

4. Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography. The technology protection measures shall be in compliance with the Children's Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2024.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED this _____ day of _____, 20____.

DENTON COUNTY, TEXAS

By: _____
Andy Eads, County Judge
Denton County, Texas

ATTEST:

By: _____
Denton County Clerk

CITY OF JUSTIN, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor

DENTON COUNTY LIBRARY'S FUNDING (FY 2025)

PER CAPITA: \$ 0.338302
 MATCHING: \$ 10,000.00

DENTON COUNTY POPULATION:	1,036,720
POPULATION OF CITIES WITH LIBRARIES	385,918
REMAINING POPULATION	650,802

LIBRARY	TOTAL POP	CITY POP	COUNTY allocation	PER CAPITA ALLOCATION	MATCHING FUNDS	TOTAL	ROUNDED
AUBREY	63,184	23,520	39,664	\$ 21,375	\$ 10,000	\$ 31,375	\$ 31,400
FLOWER MOUND	212,065	78,941	133,124	\$ 71,742	\$ -	\$ 71,742	\$ 71,800
JUSTIN	17,886	6,658	11,228	\$ 6,051	\$ 10,000	\$ 16,051	\$ 16,100
KRUM	17,652	6,571	11,081	\$ 5,972	\$ 10,000	\$ 15,972	\$ 16,000
LEWISVILLE	365,363	136,006	229,357	\$ 123,603	\$ -	\$ 123,603	\$ 123,700
LITTLE ELM	156,264	58,169	98,095	\$ 52,864	\$ 10,000	\$ 62,864	\$ 62,900
PILOT POINT	16,164	6,017	10,147	\$ 5,468	\$ 10,000	\$ 15,468	\$ 15,500
PONDER	8,196	3,051	5,145	\$ 2,773	\$ 10,000	\$ 12,773	\$ 12,800
ROANOKE	27,205	10,127	17,078	\$ 9,203	\$ 10,000	\$ 19,203	\$ 19,300
SANGER	27,054	10,071	16,983	\$ 9,153	\$ 10,000	\$ 19,153	\$ 19,200
THE COLONY	125,687	46,787	78,900	\$ 42,520	\$ 10,000	\$ 52,520	\$ 52,600
TOTAL	1,036,720	385,918	650,802	\$ 350,724	\$ 90,000	\$ 440,724	\$ 441,300
Aubrey Population:							
Aubrey	9,187						
Crossroads	1,997						
Krugerville	1,978						
Providence	10,358						
Total	23,520						
Ponder Population:							
Dish (Interlocal Agreement)	2,851						
	200						
Total	3,051						



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider adopting Ordinance 792-24 accepting all matters incident and related to the issuance and sale of “City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024” including the adoption of an ordinance authorizing the issuance of such certificates in the amount not to exceed \$2,500,000 to finance the costs of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities, including land and rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof; and take appropriate action.

Department: Administration

Contact: Josh Armstrong, Finance Director

Recommendation:

move to adopt the ordinance authorizing the issuance and sale of “City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024” and resolving other matters incident and relating to issuance and sale of such certificates of obligation.

Background:

The City approved the financing agreement with the Texas Water Development Board in connection with the final issuance of \$2.5M in principal amount of combination tax and revenue certificates of obligation at the August 8th City Council Meeting. At that meeting, the Council also approved a resolution regarding the intent to issue the certificates of obligation.

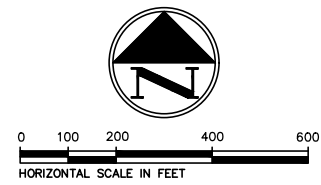
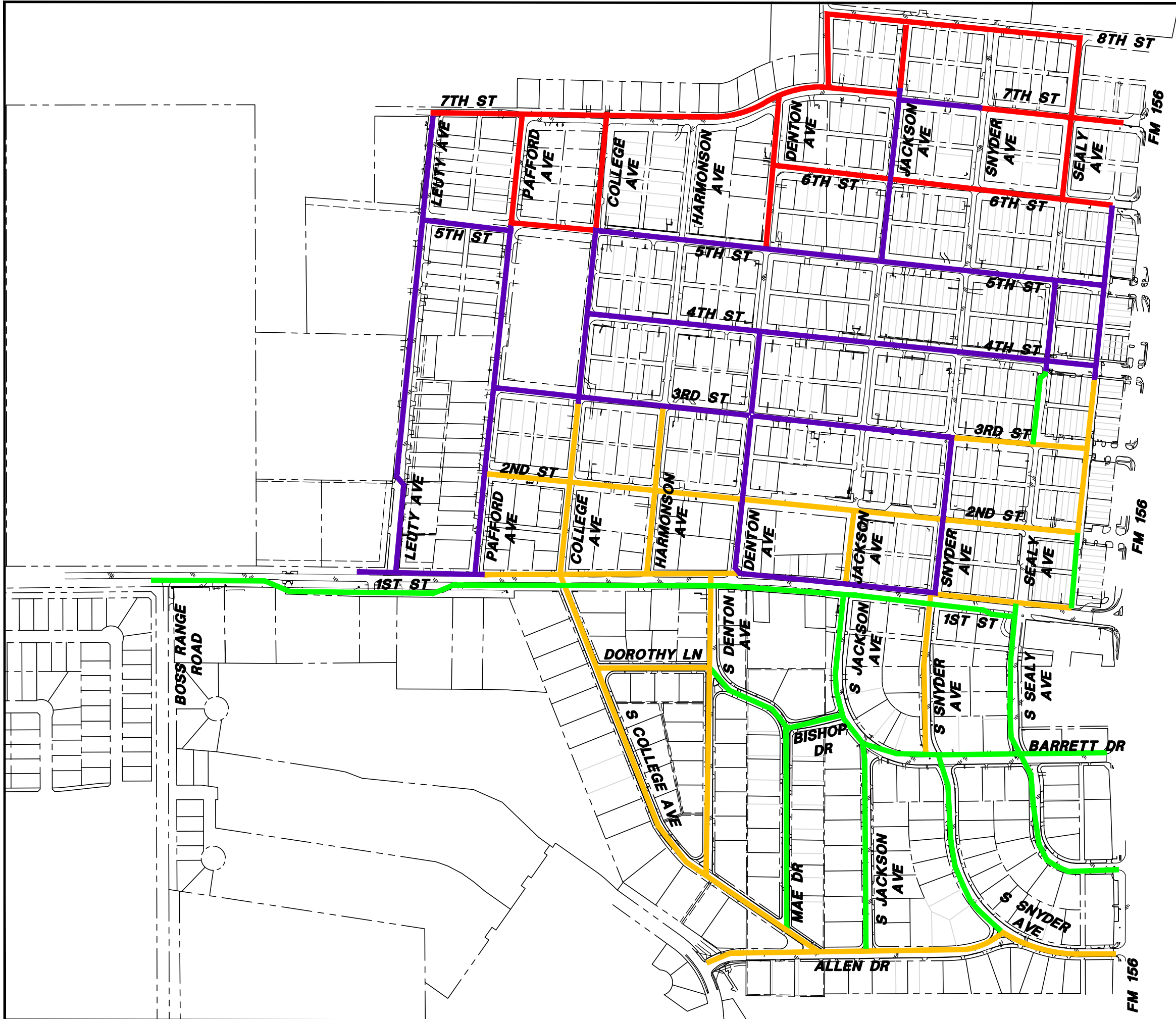
At this time, we are asking that you take action to authorize the issuance of the certificates of obligation via the attached ordinance. We must also approve the rates from the Water Development Board, which came in even lower than we initially anticipated. The TWDB issued these bonds at a AAA credit rating and were able to do that due to some of the large projects that were funded in this same round of bond issuances.

Upon your approval of this ordinance, we will begin the process of coordinating the closing and delivery of funds into escrow so we can begin the final phase of water line replacement in Old Town. We will bring back a schedule, timeline, etc. to a future meeting to discuss the process in more detail in regard to identifying priorities and bidding out the construction for this project.

City Attorney Review:

Attachments:

1. 2024-10-09 SWIFT Phases
2. JUSTIN TWDB CO's 2024 - Draft Certificate Ordinance with Exhibits



JUSTIN
— 1887 —

**SWIFT WATER IMPROVEMENTS
PHASE LAYOUT**

LEGEND

- SWIFT PHASE 1 (COMPLETED)
- SWIFT PHASE 2 – PART 1 (COMPLETED)
- SWIFT PHASE 2 – PART 2 (2024/2025)
- SWIFT PHASE 2 – PART 2 ADDITIONAL SEGMENTS (2024/2025)

Ordinance 792-24

CERTIFICATE ORDINANCE

\$2,500,000
CITY OF JUSTIN, TEXAS
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION
SERIES 2024

Adopted: October 24, 2024

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AN ORDINANCE authorizing the issuance of "CITY OF JUSTIN, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a pledge of the net revenues derived from the operation of the City's combined Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; and providing an effective date.

WHEREAS, pursuant to an application filed with the Texas Water Development Board (the "Board"), the City of Justin, Texas (the "City") has received a loan commitment from the Board for financial assistance in the amount of \$2,500,000 to finance the costs of constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities, including land and rights-of-way therefor, and such financial assistance is to be evidenced by the Board's purchase of certificates of obligation payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and a pledge of the Net Revenues (as defined in Section 10 hereof) of the City's combined Waterworks and Sewer System; and

WHEREAS, notice of intention to issue such certificates of obligation has been published (i) in the Denton Record-Chronicle, a newspaper hereby found to be of general circulation in the City, on August 31, 2024, and September 7, 2024, the date of the first publication being at least forty-six (46) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates, and (ii) continuously on the City's website for at least forty-five (45) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice and bearing valid petition signatures of 5% or more of the qualified electors of the City, has been presented to or filed with the City Secretary on or prior to the date of the passage of this ordinance; and

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

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

SECTION 1: Authorization, Designation, Principal Amount, Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$2,500,000, to be designated and bear the title "CITY OF JUSTIN, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual

obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities, including land and rights-of-way therefor (the "Project"), and (ii) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates shall be issued as fully registered obligations, shall be dated November 1, 2024 (the "Certificate Date"), and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate(s) (%)</u>
2025	115,000	
2026	105,000	
2027	105,000	
2028	110,000	
2029	110,000	
2030	115,000	
2031	115,000	
2032	120,000	
2033	120,000	
2034	120,000	
2035	125,000	
2036	125,000	
2037	130,000	
2038	130,000	
2039	135,000	
2040	140,000	
2041	140,000	
2042	145,000	
2043	145,000	
2044	150,000	

The Certificates shall bear interest on the unpaid principal amount from the date of delivery to the initial purchaser (which date shall be the registration date appearing on the "Registration Certificate of Paying Agent/Registrar" typed or printed on the global Certificates deposited with The Depository Trust Company ("DTC") and noted in the records of the Paying/Agent Registrar) at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 15, 2025, and each August 15 and February 15 thereafter until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of

America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

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

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities thereof, only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices in Kansas City, Missouri (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. Provided, however, while the Board is the registered owner of the Certificates, payments on the Certificates shall be made by wire transfer without expense to the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after August 15, 2035, shall be subject to redemption prior to maturity, at the option of the City, in whole or in part (in inverse order of Stated Maturities, if less than all) in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2035, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

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

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

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

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

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the

satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

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

Upon surrender of any Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange. upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

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

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

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 24 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

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

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

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

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

The City agrees it will not discontinue its use of the DTC Book-Entry-Only System with respect to the Certificates without prior notice to and consent from the Board while the Board is the Holder of any of the Certificates.

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

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually or by facsimile executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually or by facsimile

executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser. Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

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

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

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF JUSTIN, TEXAS,
COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATE OF OBLIGATION,
SERIES 2024

Certificate Date:
November 1, 2024

Interest Rate:
_____ %

Stated Maturity:
August 15, 20__

CUSIP NO:

Registered Owner:

Principal Amount:

The City of Justin (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Denton, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery of the Certificate to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2025, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity, or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$2,500,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities, including land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after August 15, 2035, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part (in inverse order of Stated Maturities, if less than all) in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2035, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

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

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

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

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

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

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

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

CITY OF JUSTIN, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER)
)
OF PUBLIC ACCOUNTS) REGISTER NO. _____
)
THE STATE OF TEXAS)

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated offices of the Paying Agent/Registrar located in Kansas City, Missouri, is the "Designated Payment/Transfer Office" for this Certificate.

BOKF, NA, Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number:) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature guaranteed:

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

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

Heading and first paragraph shall be modified to read as follows:

REGISTERED
NO. T-1

REGISTERED
\$2,500,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF JUSTIN, TEXAS,
COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATE OF OBLIGATION,
SERIES 2024

Certificate Date: November 1, 2024

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: TWO MILLION FIVE HUNDRED THOUSAND DOLLARS

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

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------	-----------------------------------	--------------------------

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

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2025, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof by BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Kansas City, Missouri (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

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

(b) The term "Certificates" shall mean the \$2,500,000 "City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024" authorized by this Ordinance.

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

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

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

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

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

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

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

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

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

(i) The term "Previously Issued Certificates" shall mean the outstanding and unpaid certificates of obligation, payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System (such lien and pledge being junior and subordinate to the lien and pledge securing the payment of Prior Lien Obligations), more particularly described as follows: (1) "City of Justin, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2014," originally issued in the aggregate principal amount of \$1,630,000, (2) "City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2017," originally issued in the aggregate principal amount of \$2,400,000, (3) "City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019," originally issued in the aggregate principal amount of \$4,070,000, (4) "City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020," originally issued

in the aggregate principal amount of \$2,400,000, (5) City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2021," originally issued in the aggregate principal amount of \$2,400,000 and (6) City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023," originally issued in the aggregate principal amount of \$4,460,000.

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

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

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2024 COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account at a depository of the City. The Mayor, Mayor Pro Tem, and City Secretary of the City, individually or jointly, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

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

SECTION 12: Tax Levy.

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

determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

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

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

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

(i) The City shall transfer and deposit in the Certificate Fund each month an amount of not less than 1/12th of the annual Debt Service Requirements on the Certificates until the amount accumulated and maintained in the Certificate Fund equals the amount required for the full payment of the Debt Service Requirements on the Certificates then Outstanding; and provided further, save and except for required payments to the special funds maintained for the payment of the Prior Lien Obligations, the Previously Issued Certificates, and Additional Obligations, if issued, the City shall not transfer any Net Revenues from the System Fund to any fund of the City other than the Certificate Fund until such time as an amount equal to the annual Debt Service Requirements for the Certificates for the then current fiscal year has been deposited in the Certificate Fund;

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

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

obligations from the revenues of the System, or the City shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the payment of the Certificates, in conjunction with any other legally available funds other than revenues of the System, sufficient for the repayment of System debt service requirements.

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

Section 1208, Government Code, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

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

First: To the payment of the reasonable and proper maintenance and operating expenses as defined herein or required by statute to be a first charge on and claim against the gross revenues of the System.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment, equally and ratably, of the amounts required to be deposited in the special funds and accounts created and established for the payment of the Previously Issued Certificates, the Certificates (the Certificate Fund) and Additional Certificates.

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

SECTION 15: Deposits to Certificate Fund. The City hereby covenants and agrees to cause to be deposited to the credit of the Certificate Fund prior to each principal and interest payment date for the Certificates from the pledged Net Revenues of the System in the System Fund, after the deduction of all payments required to be made to the special Funds or accounts created for the payment and security of the Prior Lien Obligations, an amount equal to one hundred per centum (100%) of the amount required to fully pay the interest and principal payments then due and payable on the Certificates, such deposits to pay accrued interest and maturing principal on the Certificates to be made in substantially equal monthly installments on or before the 10th day of each month beginning on or before the 10th day of the month following the date of delivery of the Certificates to the initial purchaser.

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

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds in accordance with the provisions of the Public Funds Collateral Act, Chapter 2257, Government Code, as amended, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Maintenance of System - Insurance. While the Certificates remain Outstanding, the City covenants and agrees to maintain and operate the System with all possible efficiency and to maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type business; and that it will faithfully and punctually perform all duties and comply with all license and regulatory requirements imposed by state and federal laws with respect to the operation and maintenance of the System.

SECTION 18: Rates and Charges. The City hereby covenants and agrees with the Holders that rates and charges for water and sewer services afforded by the System will be established and maintained, on the basis of all available information and experience and with due allowance for contingencies, that are reasonably expected to provide Gross Revenues each Fiscal Year to:

- (a) pay all operating, maintenance, depreciation, replacement, betterment and other costs incurred in the maintenance and operation of the System;

(b) pay all indebtedness payable from and secured by a lien on and/or pledge of all or any portion of the Net Revenues of the System to the extent required, and the funding of all special funds or accounts created and established for the payment and security thereof, including, but not limited to, the Prior Lien Obligations and the Certificates; and

(c) to pay other legally incurred indebtedness payable from the revenues of the System and/or secured by a lien on the System or the revenues thereof.

SECTION 19: Records and Accounts – Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. Copies of each annual audit shall be furnished to the Executive Director of the Municipal Advisory Council of Texas at his office in Austin, Texas, and, upon written request, to any Holder of 20% or more in principal amount of the Certificates.

SECTION 20: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the owner or owners of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 21: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Sections 1502.056 and 1502.058 and Texas Local Government Code, Sections 271.041, et seq.

(b) Other than for the payment of the Certificates and the outstanding Previously Issued Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

(c) As long as any Certificates or any interest thereon remain Outstanding, the City will not sell or encumber the System or any substantial part thereof; provided, however, this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System.

(d) To the extent that it legally may, the City further covenants and agrees that, while any of the Certificates are Outstanding, no franchise shall be granted for the installation or operation of any competing waterworks and sanitary sewer systems other than those owned by the City, and the operation of any such systems by anyone other than the City is hereby prohibited.

(e) No free services shall be rendered by the System to any customers, including the City and its various departments, and that water and sewer services used by the City and its various departments shall be paid for at the same rates charged other customers.

SECTION 22: Issuance of Prior Lien Obligations/Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 23: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 24: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

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

SECTION 25: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues of the System under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

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

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

SECTION 26: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders of the Certificates from time to time, be binding on the City, and shall

not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 42 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 27: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause interest on (1) any Certificate issued hereunder or (2) any series of bonds or obligations issued or incurred by the Board or the Texas Water Resources Finance Authority to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

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

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

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

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

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield

from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

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

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

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

(1) the City is a governmental unit with general taxing powers;

(2) at least 95% of the net proceeds of the Certificates will be used for the local governmental activities of the City; and

(3) the aggregate face amount of all tax exempt obligations issued or expected to be issued by the City (and all subordinate entities thereof) in the calendar year in which the Certificates are issued is not reasonably expected to exceed \$5,000,000.

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

(j) Nonpurpose Investments. No portion of the proceeds of the Certificates will be used, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments which produce a yield materially higher than the yield on the Board's bonds that were issued to provide financing for the Certificates (the "Source Series Bonds"), other than Nonpurpose Investments acquired with:

(1) proceeds of the Board's Source Series Bonds invested for a reasonable temporary period of up to three (3) years (reduced by the period of investment by the Board) until such proceeds are needed for the facilities to be financed;

(2) amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the IRS Regulations; and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Certificates, 125% of average annual debt service on

the Certificates, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Certificates.

SECTION 28: Confirmation of Sale. The sale of the Certificates to the Texas Water Development Board (the "Purchasers" or the "Board") at the price of par, pursuant to a loan commitment received from the Purchasers, is hereby confirmed and determined to be in the best interest of the City. Delivery of said Certificates shall be made to said Purchasers as soon as may be after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale.

SECTION 29: Rules and Regulations of the Texas Water Development Board. In compliance with the published rules and regulations of the Texas Water Development Board, the City agrees and covenants that upon completion of the Project, the proper officials of the City promptly shall cause to be prepared and submitted to the Board (i) a final accounting of the total costs of the Project and the expenditure of funds therefor and (ii) a copy of the construction plans for the Project as built and completed. In addition to other information required by the Board, said final accounting shall identify (i) all funds utilized or represented to be available in the City's application, from whatever source derived, and (ii) all Project costs contained and approved in the City's application to the Board or approved in subsequent change orders.

If the total cost of the Project is less than the amount of Project funds available, then the City may use such surplus proceeds of the Certificates remaining after completion of the Project for the following purposes as approved by the Executive Administrator (1) to deposit into the Certificate Fund for the payment of interest or principal on the Certificates or (2) to pay eligible project costs as authorized by the Executive Administrator. In determining the amount of available funds for the Project, the City agrees to account for all amounts deposited to the credit of the Construction Fund, including all loan funds extended by the Board, all other funds available for the Project as described in the project engineer's or fiscal representative's sufficiency of funds statement and all interest earned by the City on money in the Construction Fund. Execution and delivery of an Escrow Agreement (the "Escrow Agreement") by and between the City and BOKF, NA, Dallas, Texas (the "Escrow Agent"), substantially in the form attached hereto as **Exhibit B**, by the Mayor or Mayor Pro Tem and City Secretary is hereby approved. The Construction Fund (created pursuant to Section 30 hereof) shall be held subject to the Escrow Agreement.

The City further agrees and covenants as follows:

(i) The Board may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the Board's full exercise of these remedies shall be of no force and effect.

(ii) The proceeds of the Certificates shall be held in a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

(iii) No Certificate proceeds will be used for sampling, testing, removing or disposing of contaminated soils and/or media at the Project site and, to the extent permitted by law, to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated

sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

(iv) The City shall report to the Board the amounts of Project funds, if any, that were used to compensate historically underutilized businesses that worked on the Project, in accordance with 31 Texas Administration Code, Section 363.1312.

(v) The City will not use any portion of the proceeds of the Certificates in a manner that would cause the Certificates to become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

(vi) Neither the City nor a related party thereto will acquire any of the Source Series Bonds (as defined in Section 27(k) hereof) in an amount related to the amount of the Certificates to be acquired from the City by the Board.

SECTION 30: Proceeds of Sale-Construction Fund. (a) The City hereby creates a construction fund account in a depository of the City, which is known as the "Construction Fund," into which shall be deposited all remaining proceeds derived from the sale of the Certificates in accordance with Section 28 of this Ordinance and this Section. The Construction Fund shall be kept separate and apart from all other funds and accounts of the City. To the extent of any conflict between this Section and Section 29, Section 29 controls. In this Section, when the term "Cost(s) of the Project" is used, the reference is to the Project.

(b) Immediately following the delivery of the Certificates to the initial purchaser, the proceeds of sale (less amounts to pay costs of issuance) shall be deposited in an account to be maintained at BOKF, NA, Dallas, Texas (the "Escrow Agent") and held in escrow pending written authorization to release said moneys. An "Escrow Agreement" by and between the City and the Escrow Agent providing for the deposit, safekeeping and administration of such funds pending their release from escrow is attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, and such Escrow Agreement is hereby approved as to form and content. The Mayor or Mayor Pro Tem and City Secretary of the City are hereby authorized and directed to execute such Agreement for and on behalf of the City and as the act and deed of the City Council.

Upon the release of funds from such escrow account maintained pursuant to the "Escrow Agreement", the released amount shall be deposited to the credit of the Construction Fund. Pending expenditure for authorized projects and purposes, the amounts deposited to the credit of the Construction Fund may be invested in accordance with laws of the State and investment policies and guidelines of the City for such type funds, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. All surplus proceeds of sale of the Certificates, including investment earnings, remaining in the Construction Fund after completion of all authorized projects or purposes and after satisfying the requirements of Section 29 hereof shall be deposited to the credit of the Certificate Fund.

(b) As provided in the Escrow Agreement, the proceeds of sale of the Certificates are held in escrow shall only be invested in investments that are authorized by the Public Funds Investment Act, Chapter 2256, TEX. GOV'T CODE ANN., as amended.

(c) As provided in the Escrow Agreement, the proceeds of sale of the Certificate held in escrow pursuant to the Escrow Agreement and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of the Escrow Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, TEX. GOV'T CODE ANN., as amended.

SECTION 31: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 32: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 33: Cancellation. All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 34: Reimbursement. The City reasonably expects to reimburse capital expenditures made from its own funds with respect to the projects described in Section 1 hereof with proceeds of the Certificates and this Ordinance shall constitute a declaration of official intent under Treas. Reg. § 1.150-2. The maximum principal amount of obligations to be issued for the projects is set forth in Section 1 hereof.

SECTION 35: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP ("Bond Counsel"), approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC. The City Council confirms the prior engagement of Norton Rose Fulbright US LLP as the City's Bond Counsel.

SECTION 36: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 37: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 38: Inconsistent Provisions. Except as provided in Section 23 hereof, all ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 39: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 40: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 41: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 42: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 43: Continuing Disclosure Undertaking.

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

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) *Annual Reports.* The City shall provide annually to the MSRB (1) within twelve months after the end of each fiscal year, beginning in or after 2024, financial information and operating data with respect to the City of the general type described in **Exhibit C** hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit C** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

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

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding subsections (c)15 and (c)16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

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

(d) *Filings with the MSRB.* All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

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

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

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

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

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

SECTION 44: Further Procedures. The Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary of the City and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, the Mayor Pro Tem, City Manager, Finance Director and/or City Secretary of the City, and its Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 45: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time,

place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 46: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

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PASSED AND ADOPTED, this October 24, 2024.

CITY OF JUSTIN, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of October 24, 2024 (this "Agreement"), by and between BOKF, NA, Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Justin, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its \$2,500,000 "City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024" (the "Securities"), dated November 1, 2024, such Securities scheduled to be delivered to the initial purchasers thereof on or about November 21, 2024; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

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

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

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

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

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

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

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

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

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

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

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

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated

officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

Section 2.02 Other Definitions. The terms "Bank", "Issuer", and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

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

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

BOKF, NA
Corporate Trust Services
2405 Grand Blvd., Suite 840
Kansas City, MO 64108

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

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such

other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

Section 4.02 Certificates. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

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

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

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

Section 4.05 Return of Canceled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost, or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

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

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance upon Documents, Etc.

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and

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

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

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

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

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

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

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

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

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

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

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

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

Section 6.12 Iran, Sudan or Foreign Terrorists Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of

Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Notwithstanding anything contained herein, the representation contained in this Section shall survive termination of this Agreement until the statute of limitations has run.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

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

BOKF, NA, Dallas, Texas

By: _____

Title: _____

Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

CITY OF JUSTIN, TEXAS

By: _____
Mayor

Address: 415 N. College Avenue
Justin, Texas 76247

ATTEST:

City Secretary

ANNEX A

EXHIBIT B
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of October 24, 2024, made by and between the City of Justin, Texas, a political subdivision of the State of Texas in Denton County (the "*City*"), and BOKF, NA, Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "*Bank*"), as Escrow Agent (the "*Escrow Agent*") together with any successor in such capacity:

W I T N E S S E T H:

WHEREAS, pursuant to an ordinance (the "*Ordinance*") finally adopted on October 24, 2024, the City authorized the issuance of \$2,500,000 "City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024" (the "*Obligations*") for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities, including land and rights-of-way therefor (the "*Project*"); and

WHEREAS, such Ordinance also confirmed the sale of the Obligations to the Texas Water Development Board (the "*TWDB*"); and

WHEREAS, the Escrow Agent is a bank located in the State of Texas that is an insured depository institution with the Federal Deposit Insurance Corporation (the "*FDIC*") that has been designated a state depository institution by the Texas Office of the Comptroller and is otherwise qualified and empowered to enter into this Escrow Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "*Proceeds*") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount to be paid by the City to the Escrow Agent, as set forth on Exhibit A, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows

SECTION 1: ESCROW ACCOUNT. Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment No. LM24071 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "*Escrow Account*") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "CITY OF JUSTIN, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024 TEXAS WATER DEVELOPMENT BOARD LM24071 ESCROW ACCOUNT" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator, or his/her designated

representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, TEX. GOV'T CODE ANN., as amended.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Bank shall only invest Proceeds in investments that are authorized by the Public Funds Investment Act, Chapter 2256, TEX. GOV'T CODE ANN., as amended. It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the Public Funds Investment Act but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Bank shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator of the TWDB or another designated TWDB representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another provided that all such investments are consistent with the requirements of the Public Funds Investment Act.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Bank shall be authorized to accept and rely upon the certifications and documents furnished to the Bank by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the

necessity of further action as long as the successor bank is a state or national bank as well as an FDIC-insured depository institution. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within a reasonable time of such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Bank without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within 5 business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
Attention: Corporate Trust

Bryan McMath
Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: **ASSIGNABILITY.** This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: **ENTIRE AGREEMENT.** This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: **VALIDITY OF PROVISIONS.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account; provided however, notwithstanding anything herein or in Exhibit A to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) and Section 2274.002(a)(2) of the Texas Government Code, as amended.

SECTION 19: **IRAN, SUDAN AND FOREIGN TERRORISTS ORGANIZATIONS.** The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such representation during the term of this Escrow Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Escrow Agreement, notwithstanding anything in this Escrow Agreement to the contrary.

[remainder of page left blank intentionally]

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

CITY OF JUSTIN, TEXAS

By: _____
Mayor

Address: 415 N. College Avenue
Justin, Texas 76247

ATTEST:

City Secretary

BOKF, NA, Dallas, Texas, as Escrow Agent

By _____

Title: _____

Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

EXHIBIT A
BANK FEES

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 42 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

1. The financial statements of the City for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Section are the generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board.



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider approving Resolution 717-24 for a Final Plat for The Preserve Phase II, generally located southwest from the intersection of FM 407 and Boss Range Road; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff Recommends Approval based on the plat meeting all of the requisite regulations.

Background:

The applicant is requesting approval for the final plat of **The Preserve, Phase II**, a continuation of the existing residential development. The preliminary plat for this project was approved by the City Council on **October 26, 2021**, in accordance with the zoning regulations and the terms of the **Developer's Agreement**. Phase II of The Preserve covers a total of **85.641 acres** and is designed to integrate seamlessly with Phase I. This phase includes a significant number of residential lots and designated spaces for community use, maintaining the development's balance between residential and non-residential purposes.

Key Details:

- **Total Acreage:** 85.641 acres
- **Residential Lots:** 317
- **Open Spaces:** 9 designated non-residential lots for open spaces, utilities, and other community functions.

Water and Sewer Services:

The water and sewer infrastructure for The Preserve, Phase II, will connect to the existing services established in Phase I, ensuring seamless access to essential utilities for all future residents. This

connection allows the expansion of services without the need for significant new infrastructure development.

Access and Road Connectivity:

To enhance access, Phase II will introduce an additional connection to **Boss Range Road** via **Glenwood Lane**. Once completed, this connection will create two access points on Boss Range Road, improving traffic flow and accessibility. Additionally, the development already benefits from two established connections on **FM 407**, providing multiple routes for ingress and egress for residents and visitors. This final plat request aligns with the city's long-term development plans and reflects a well-considered extension of The Preserve, Phase I. Approval of this plat will allow the project to move forward into its next phase of construction and community development, reinforcing the city's growth and infrastructure goals.

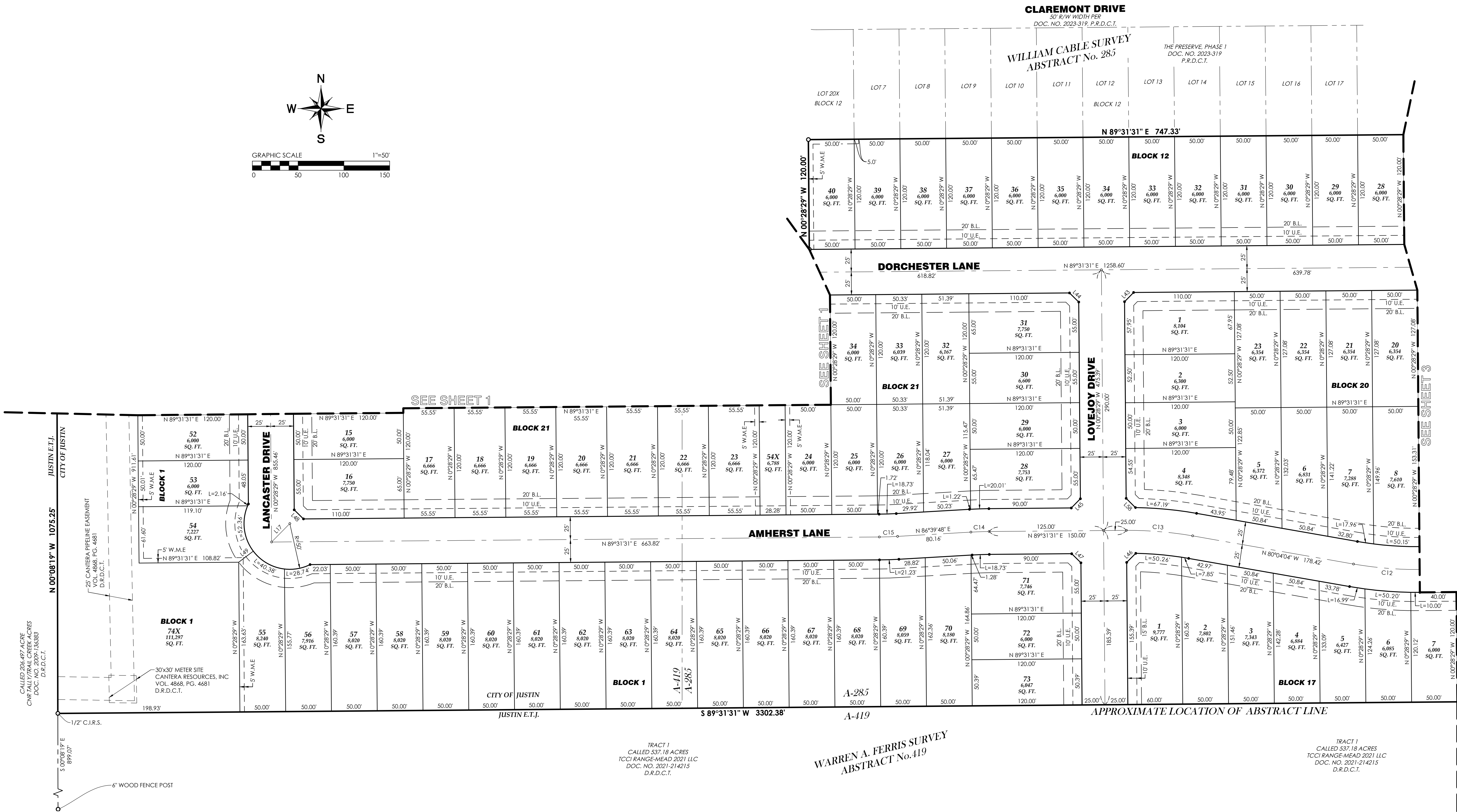
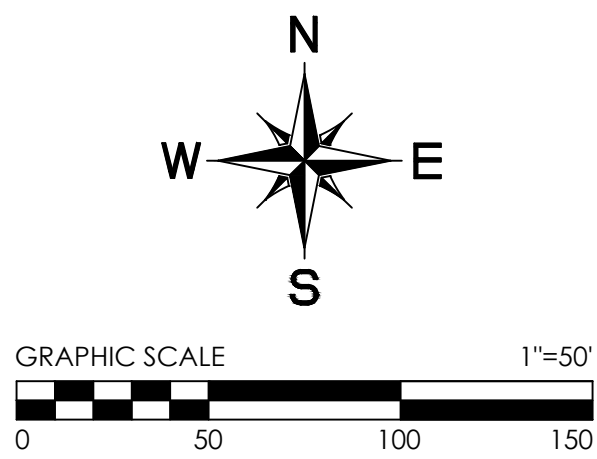
P&Z Recommendation:

The Commission unanimously recommended approval on October 15, 2024.

City Attorney Review: No

Attachments:

1. Proposed Final Plat
2. The Preserve Phase II Final Plat Resolution



PRELIMINARY. this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.
Issued for review 8/28/2024 1:30 PM

OWNER/DEVELOPER:
JUSTIN 197 PARTNERS, LP
JUSTIN 197 HOLDINGS, LP
5055 KELLER SPRINGS RD., S. 500
ADDISON, TX 75001
PH: (817) 680-1061
CONTACT: STEVE FLUKER

PREPARED BY:



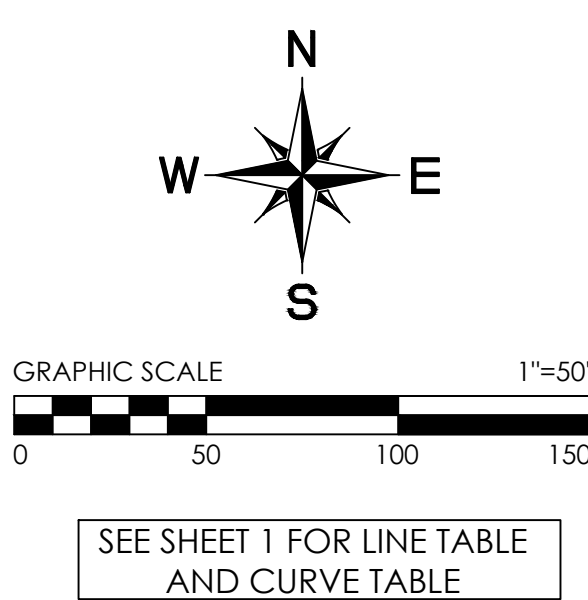
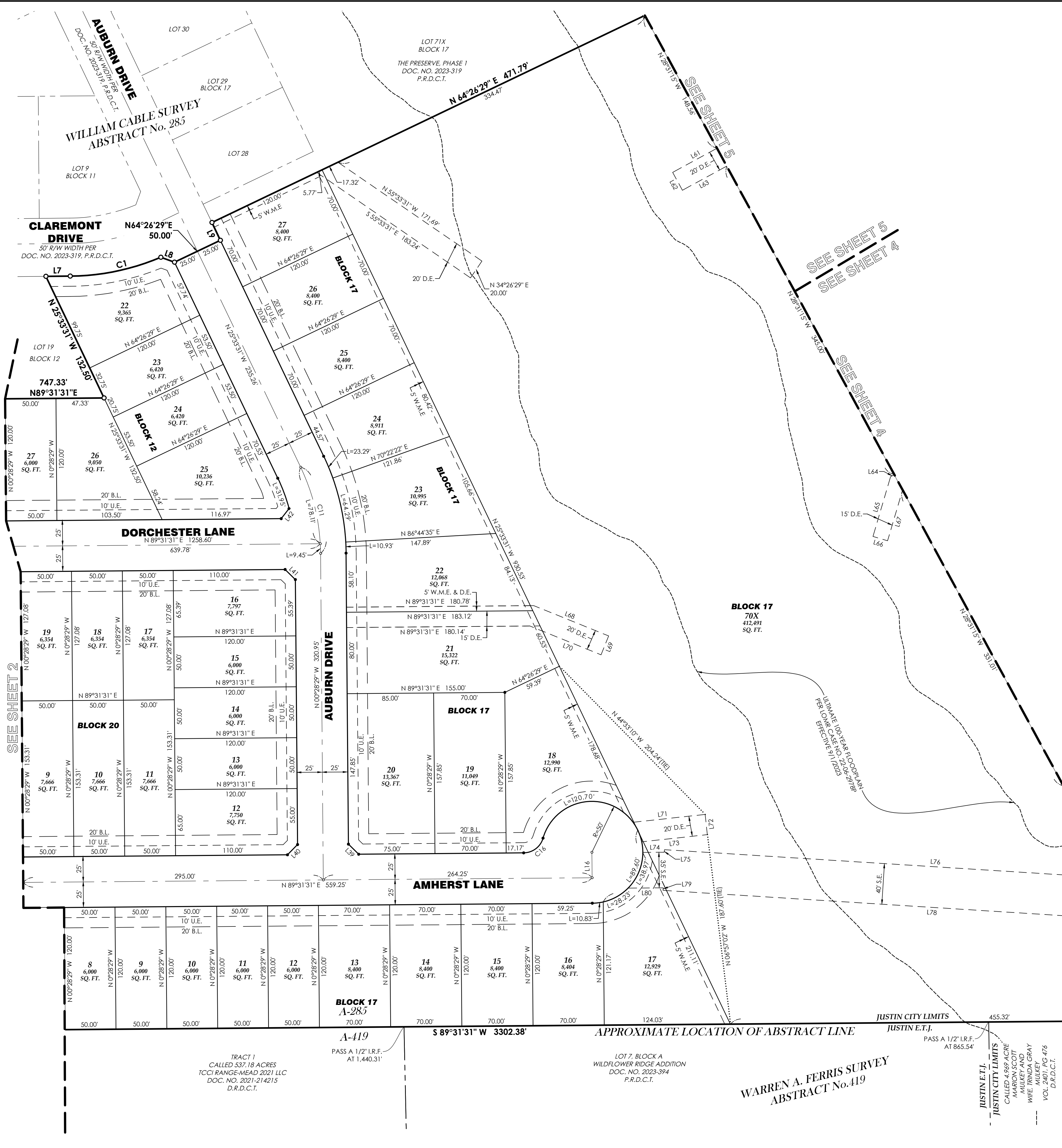
FINAL PLAT
OF
LOTS 37-73, 74X, BLOCK 1; LOTS 22-48, BLOCK 12; LOTS 3-24, BLOCK 13; LOTS 2-9, 10X, BLOCK 14; LOTS 2-31, BLOCK 15; LOTS 2-20, 21X, BLOCK 16; LOTS 1-27, 37-68, 69X, 70X, BLOCK 17; LOTS 1-17, 18X, BLOCK 18; LOTS 1-23, 24X, BLOCK 19; LOTS 1-23, BLOCK 20; LOTS 1-52, 53X, 54X, BLOCK 21

THE PRESERVE, PHASE 2

BEING
85.641 ACRES
SITUATED IN THE
WILLIAM CABLE SURVEY, ABSTRACT No. 285,
WARREN A. FERRIS SURVEY, ABSTRACT No. 419
CITY OF JUSTIN, DENTON COUNTY, TEXAS

317 RESIDENTIAL LOTS, 9 NON-RESIDENTIAL LOTS
Date: August 2024

SHEET 2 of 6



PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Issued for review 8/28/2024 1:30 PM

OWNER/DEVELOPER:
JUSTIN 197 PARTNERS, LP
JUSTIN 197 HOLDINGS, LP
5055 KELLER SPRINGS RD., S. 500
ADDISON, TX 75001
PH: (817) 680-1061
CONTACT: STEVE FLUKER

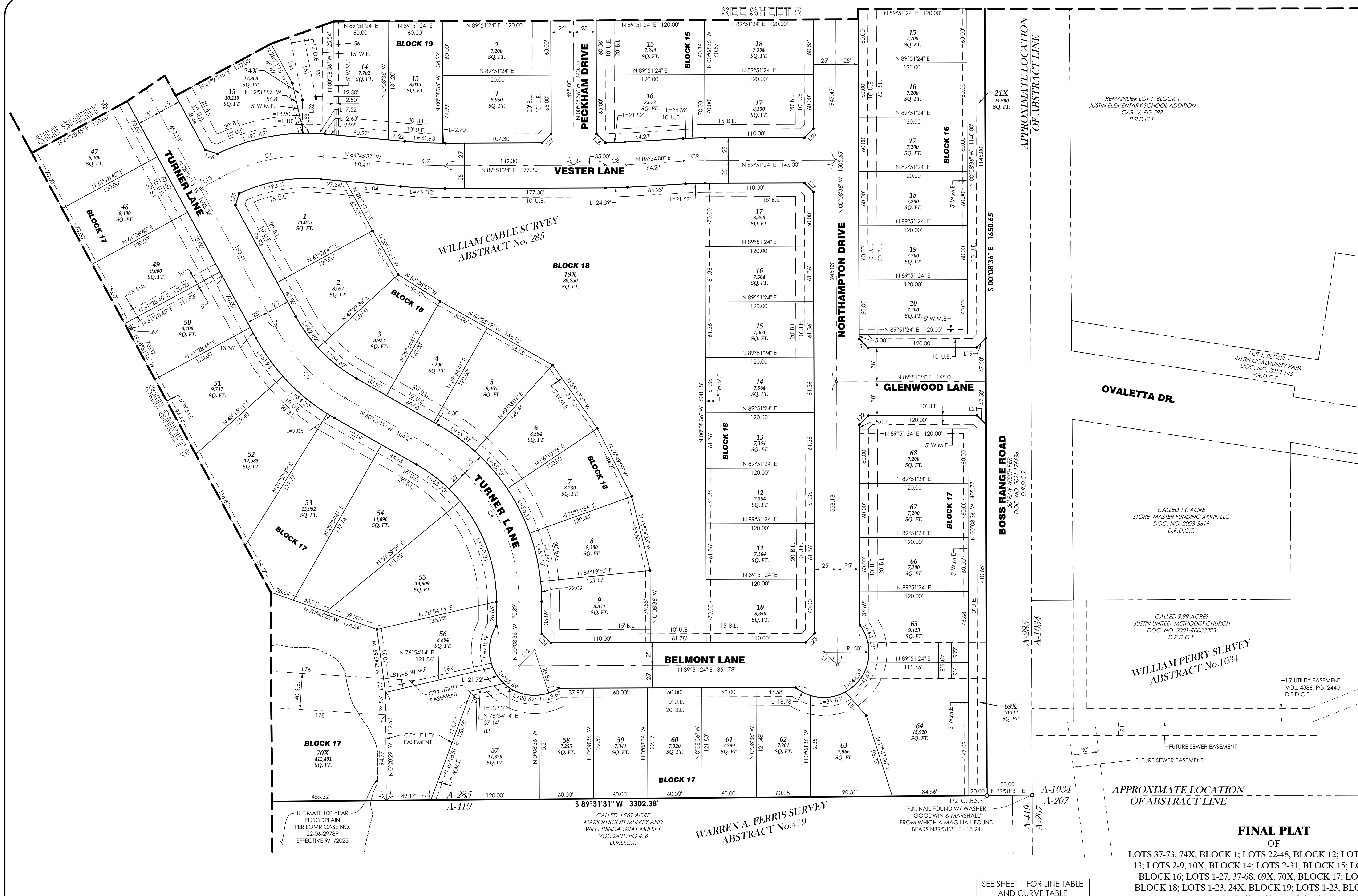
PREPARED BY:

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

FINAL PLAT
OF
LOTS 37-73, 74X, BLOCK 1; LOTS 22-48, BLOCK 12; LOTS 3-24, BLOCK 13; LOTS 2-9, 10X, BLOCK 14; LOTS 2-31, BLOCK 15; LOTS 2-20, 21X, BLOCK 16; LOTS 1-27, 37-68, 69X, 70X, BLOCK 17; LOTS 1-17, 18X, BLOCK 18; LOTS 1-23, 24X, BLOCK 19; LOTS 1-23, BLOCK 20; LOTS 1-52, 53X, 54X, BLOCK 21

THE PRESERVE, PHASE 2
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ADDISON, TX 75001
PH: (817) 680-1061
CONTACT: STEVE FLUKER

PREPARED BY:



FINAL PLAT
OF
LOTS 37-73, 74X, BLOCK 1; LOTS 22-48, BLOCK 12; LOTS 3-24, BLOCK
13; LOTS 2-9, 10X, BLOCK 14; LOTS 2-31, BLOCK 15; LOTS 2-20, 21X,
BLOCK 16; LOTS 1-27, 37-68, 69X, 70X, BLOCK 17; LOTS 1-17, 18X,
BLOCK 18; LOTS 1-23, 24X, BLOCK 19; LOTS 1-23, BLOCK 20; LOTS
1-52, 53X, 54X, BLOCK 21

THE PRESERVE, PHASE 2

BEING
85.641 ACRES
SITUATED IN THE
WILLIAM CABLE SURVEY, ABSTRACT No. 285,
WARREN A. FERRIS SURVEY, ABSTRACT No. 419
CITY OF JUSTIN, DENTON COUNTY, TEXAS

317 RESIDENTIAL LOTS, 9 NON-RESIDENTIAL LOTS
Date: August 2024

OWNERS DEDICATION

All that certain lot, tract, or parcel of land, situated in a portion of the William Cable Survey, Abstract No. 285, the Warren A. Ferris Survey, Abstract No. 419, Denton County, Texas, being part of that certain called 196.712 acre tract described in a deed Justin 197 Partners, LP recorded in Document No. 2021-152856 of the Deed Records of Denton County, Texas [DRDCT] and all of that certain called 87.754 acre tract described in a deed to Justin 97 Holdings, LP recorded in Document No. 2021-152969 [DRDCT], and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod found stamped "GMCIVIL", hereinafter referred to 1/2" capped iron rod found, for the Northwest corner of said 87.754 acre tract, the most westerly Southwest corner of The Preserve, Phase 1 recorded in Document No. 2023-319 of the Plat Records of Denton County, Texas [PRDCT] and being in the East line of a called 206.497 acre tract described in a deed to CNR Tally/Trial Creek Acres recorded in Document No. 2009-136383 [DRDCT];

THENCE in an easterly direction departing said East line and continue along the South line of said The Preserve, Phase 1 the following thirty-three (33) courses:

North 89 deg, 31 min, 31 sec, East, a distance of 203.80 feet to a 1/2" capped iron rod found;

South 00 deg, 28 min, 29 sec, East, a distance of 34.39 feet to a 1/2" capped iron rod found;

North 89 deg, 31 min, 31 sec, East, a distance of 50.00 feet to a 1/2" capped iron rod found;

North 44 deg, 31 min, 31 sec, East, a distance of 14.14 feet to a 1/2" capped iron rod found;

North 89 deg, 31 min, 31 sec, East, a distance of 220.00 feet to a 1/2" capped iron rod found;

South 45 deg, 28 min, 29 sec, East, a distance of 14.14 feet to a 1/2" capped iron rod found;

South 00 deg, 28 min, 29 sec, East, a distance of 10.00 feet to a 1/2" capped iron rod found;

North 89 deg, 31 min, 31 sec, East, a distance of 170.00 feet to a 1/2" capped iron rod found;

South 00 deg, 28 min, 29 sec, East, a distance of 400.00 feet to a 1/2" capped iron rod found;

South 89 deg, 31 min, 31 sec, West, a distance of 120.00 feet to a 1/2" capped iron rod found;

South 00 deg, 28 min, 29 sec, East, a distance of 120.46 feet to a 1/2" capped iron rod found;

South 45 deg, 28 min, 29 sec, East, a distance of 14.14 feet to a 1/2" capped iron rod found;

North 89 deg, 31 min, 31 sec, East, a distance of 264.93 feet to a 1/2" capped iron rod found;

North 00 deg, 28 min, 29 sec, West, a distance of 120.00 feet to a 1/2" capped iron rod found;

North 89 deg, 31 min, 31 sec, East, a distance of 747.33 feet to a 1/2" capped iron rod found;

North 25 deg, 33 min, 31 sec, West, a distance of 132.50 feet to a 1/2" capped iron rod found;

North 89 deg, 31 min, 31 sec, East, a distance of 23.90 feet to a 1/2" capped iron rod found for a Point of Curvature of a circular curve to the left, having a radius of 232.00 feet, a central angle of 22 deg, 36 min, 51 sec., and being subtended by a chord which bears North 78 deg, 13 min, 06 sec, East - 90.97 feet;

Continue in an easterly direction along said curve to the left, a distance of 91.57 feet to a 1/2" capped iron rod found;

South 69 deg, 56 min, 28 sec, East non-tangent to said curve, a distance of 14.29 feet to a 1/2" capped iron rod found;

North 64 deg, 26 min, 29 sec, East, a distance of 50.00 feet to a 1/2" capped iron rod found;

North 25 deg, 33 min, 31 sec, West, a distance of 19.31 feet to a 1/2" capped iron rod found;

North 64 deg, 26 min, 29 sec, East, a distance of 471.79 feet to a 1/2" capped iron rod found;

North 28 deg, 31 min, 15 sec, West, a distance of 416.44 feet to a 1/2" capped iron rod found;

North 61 deg, 28 min, 45 sec, East, a distance of 170.00 feet to a 1/2" capped iron rod found;

North 28 deg, 31 min, 15 sec, West, a distance of 62.27 feet to a 1/2" capped iron rod found for a Point of Curvature of a circular curve to the right, having a radius of 175.00 feet, a central angle of 28 deg, 22 min, 39 sec., and being subtended by a chord which bears North 14 deg, 19 min, 56 sec, West - 85.79 feet;

Continue in a northerly direction along said curve to the right, a distance of 86.67 feet to a 1/2" capped iron rod found;

North 00 deg, 08 min, 36 sec, West tangent to said curve, a distance of 68.04 feet to a 1/2" capped iron rod found;

North 89 deg, 51 min, 24 sec, East, a distance of 870.00 feet to a 1/2" capped iron rod found for a Point of Curvature of a circular curve to the left, having a radius of 545.00 feet, a central angle of 06 deg, 06 min, 24 sec., and being subtended by a chord which bears North 86 deg, 48 min, 12 sec, East - 58.06 feet;

Continue in an easterly direction along said curve to the left, a distance of 58.09 feet to a 1/2" capped iron rod found;

North 83 deg, 45 min, 00 sec, East tangent to said curve, a distance of 134.38 feet to a 1/2" capped iron rod found for a Point of Curvature of a circular curve to the right, having a radius of 455.00 feet, a central angle of 06 deg, 06 min, 24 sec., and being subtended by a chord which bears North 86 deg, 48 min, 12 sec, East - 48.47 feet;

Continue in an easterly direction along said curve to the right, a distance of 48.49 feet to a 1/2" capped iron rod found;

South 00 deg, 08 min, 36 sec, East non-tangent to said curve, a distance of 7.50 feet to a 1/2" capped iron rod found;

North 89 deg, 51 min, 24 sec, East, a distance of 190.00 feet to a 1/2" capped iron rod found for the most easterly Southeast corner of said The Preserve, Phase 1 and being in the West right-of-way line of Boss Range Road (50' width right-of-way) recorded in Document No. 2021-176686 [DRDCT];

THENCE South 00 deg, 08 min, 36 sec, East along said West right-of-way line, a distance of 1,650.65 feet to a 1/2" capped iron rod set stamped "GMCIVIL" for the Southwest corner of said Boss Range Road, being in the South line of said 87.754 acre tract and the North line of a called 4.989 acre tract described in a deed to Marion Scott Mulkey and Wife, Trinda Gray Mulkey recorded in Volume 2401, Page 476 [DRDCT], from which a P.K. nail found with washer stamped "GOODWIN & MARSHALL" for the Southeast corner of said Boss Range Road and being in the West line of a called 9.89 acre tract described in a deed to Justin United Methodist Church recorded in Document No. 2011-R0033323 [DRDCT] bears North 89 deg, 31 min, 31 sec, East - 50.00 feet;

THENCE South 89 deg, 31 min, 31 sec, West along said North and South lines, at 865.54 feet pass a 1/2 iron rod found for the Northwest corner of said 4.969 acre tract, same being the Northeast corner of Lot 7, Block A of Windflower Ridge Addition recorded in Document No. 2023-394 of the Plat Records of Denton County, Texas [PRDCT], at 1,440.31 feet pass a 1/2" iron rod found for the Northwest corner of said Lot 7, Block A, same being the Northeast corner of a called 537.18 acre tract described as Tract 1 in a deed to TCCI Range-Mead 2021 LLC recorded in Document No. 2021-214215 [DRDCT], continue a total distance of 3,302.38 feet to a 1/2" capped iron rod set stamped "GMCIVIL" for the Southwest corner of said 87.754 acre tract, the most northerly Northwest corner of said 537.18 acre tract, and being in the East line of said 206.497 acre tract, from which a 6" wood fence post found for the Southeast corner of said 206.497 acre tract and an ell corner of said 537.18 acre tract bears South 00 deg, 08 min, 19 sec, East - 899.07 feet;

THENCE North 00 deg, 08 min, 19 sec, West along the East line of said 206.497 acre tract and the West line of said 87.754 acre tract, a distance of 1,075.25 feet to the **POINT OF BEGINNING**, containing 3,730,522 square feet or 85.641 acres of land, more or less.

OWNERS DEDICATION CONT...

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, John D. Hutchinson, acting by and through the Undersigned, their duly authorized agent, does hereby adopt this final plat of **THE PRESERVE, PHASE 2**, a subdivision to the City of Justin, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, rights-of-way, and public places thereon shown for the purpose and consideration therein expressed.

WITNESS our hand, this the ____ day of _____, 20__.

JUSTIN 197 PARTNERS, LP
a Texas limited partnership

By: Justin 197 GP, LLC,
a Texas limited liability company,
its general partner

By: _____
John D. Hutchinson, President

JUSTIN 197 HOLDINGS, LP
a Texas limited partnership

By: Justin 197 GP, LLC,
a Texas limited liability company,
its general partner

By: _____
John D. Hutchinson, President

STATE OF TEXAS:
COUNTY OF TARRANT:

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared John D. Hutchinson, President of JUSTIN 197 GP, LLC, a Texas limited liability company, the general partner of **JUSTIN 197 PARTNERS, LP**, a Texas limited partnership and **JUSTIN 197 HOLDINGS, LP**, a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN MY HAND AND SEAL OF OFFICE

this the ____ day of _____, 20__.

Notary Public, State of Texas

My Commission Expires: _____

CERTIFICATE OF APPROVAL

This plat has been submitted to and considered by the Planning and Zoning Commission of the City of Justin, Texas, and is hereby approved by such Commission.

Dated this ____ day of _____, 20__.

By: _____
Chairman

ATTEST:
By: _____
Secretary

The City Council of Justin on _____, 20__, voted affirmatively to adopt this plat this plat and approve it for filing of record.

By: _____
Mayor

ATTEST:
By: _____

City Secretary

NOTES

1. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation. The combined scale factor for this is 0.999846983. This factor is to be applied to any ground coordinate or distance values in order to reduce said values to State Plane grid.
2. According to the Flood Insurance Rate Map (FIRM) panel 48121C0480G, effective April 18, 2011 and panel 48121C0485G, effective April 18, 2011, this survey is located in Flood Insurance Zone "X" (non-shaded), being defined as areas outside the 0.2% annual chance floodplain; and Zone "A", being defined as areas with no Base Flood Elevations determined. The floodplain is affected by LOMR Case No. 22-06-2978P, effective 9/1/2023. Approximate location of floodplain and/or floodway lines are shown on the survey.
3. All 1/2" iron rod set with yellow plastic cap stamped "GMCIVIL" unless otherwise noted.
4. Selling a portion of this subdivision by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholdings of utilities and building permits.
5. Any franchised public utility, including the City of Justin shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of its respective system on any of the easements shown on the Plat. Any franchised public utility including the City of Justin, shall have the right at all times of ingress and egress to and from upon said easements for the purpose of constructing, reconstructing, inspection, patrol, maintaining, and adding or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
6. Public open space easements (P.O.S.E.) shall be indicated on all lots adjoining two (2) intersecting public streets and shall have a minimum dimension of twenty-five feet (25') along each portion adjacent to a public street right-of-way. Public open space easements (P.O.S.E.) shall be indicated on all lots adjoining (1) public street and an alley and/or an improved private street and shall have a minimum dimension of twenty feet (20') along the portion adjacent to an alley and/or approved private street.
7. Lot 74X, Block 1; Lot 10X, Block 14; Lot 21X, Block 16; Lots 69X & 70X, Block 17; Lot 18X, Block 18; Lot 24X, Block 19; Lots 53X & 54X, Block 21 are private HOA/Developer owned and maintained by the Preserve Homeowner's Association.
8. H.O.A. owns and maintains the Public Drainage Easements.

CERTIFICATE OF SURVEYOR

This is to certify that I, John N. Rogers, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey of the ground survey, and that all lot corners, angle points and points of the curve shall be properly marked on the ground and that this plat correctly represents that survey made by me or under my direction and supervision.

John N. Rogers
Registered Professional Land Surveyor No. 6372
Surveyed on the ground June 2020
GMCivil
2559 SW Grapevine Pkwy,
Grapevine, Texas 76051
(817) 329-4373

PRELIMINARY. This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Issued for review 8/28/2024 1:30 PM

OWNER/DEVELOPER:

JUSTIN 197 PARTNERS, LP
JUSTIN 197 HOLDINGS, LP
5055 KELLER SPRINGS RD., S. 500
ADDISON, TX 75001
PH: (817) 680-1061
CONTACT: STEVE FLUKER

SITE DATA TABLE	
GROSS ACREAGE (TO BOUNDARY LINE)	85.641 AC.
AREA OF PUBLIC STREETS	14,343 AC.
NET ACREAGE	71,298 AC.
AREA OF RESIDENTIAL LOTS	54,782 AC.
AREA OF OPEN SPACE LOTS	16,516 AC.
TOTAL NUMBER OF LOTS	326
TOTAL NUMBER OF RESIDENTIAL LOTS	317
TOTAL NUMBER OF OPEN SPACE LOTS	9

LEGEND	
O	DENOTES 1/2" CAPPED IRON ROD FOUND STAMPED "GMCIVIL" UNLESS OTHERWISE NOTED
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
B.L.	BUILDING LINE
D.E.	PUBLIC DRAINAGE EASEMENT
W.E.	WATER EASEMENT
S.E.	SEWER EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
R/W	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
I.R.F.	IRON ROD FOUND
I.P.F.	IRON PIPE FOUND
C.I.R.F.	CAPPED IRON ROD FOUND
C.I.R.S.	CAPPED IRON ROD SET (GMCIVIL)
_____	BOUNDARY LINE
_____	ADJOINER LINE
_____	EASEMENT LINE
_____	BUILDING LINE
.....	FLOODPLAIN LINE
-----	ULTIMATE FLOODPLAIN LINE
_____	ABSTRACT LINE
_____	CENTERLINE

PREPARED BY:



FINAL PLAT
OF
LOTS 37-73, 74X, BLOCK 1; LOTS 22-48, BLOCK 12; LOTS 3-24, BLOCK 13; LOTS 2-9, 10X, BLOCK 14; LOTS 2-31, BLOCK 15; LOTS 2-20, 21X, BLOCK 16; LOTS 1-27, 37-68, 69X, 70X, BLOCK 17; LOTS 1-17, 18X, BLOCK 18; LOTS 1-23, 24X, BLOCK 19; LOTS 1-23, BLOCK 20; LOTS 1-52, 53X, 54X, BLOCK 21

THE PRESERVE, PHASE 2
BEING
85.641 ACRES
SITUATED IN THE
WILLIAM CABLE SURVEY, ABSTRACT No. 285,
WARREN A. FERRIS SURVEY, ABSTRACT No. 419
CITY OF JUSTIN, DENTON COUNTY, TEXAS
317 RESIDENTIAL LOTS, 9 NON-RESIDENTIAL LOTS
Date: August 2024

SHEET 6 of 6

EN10886 - Hometown Justin\CCSON\PLAT\PHASE 2\10886-PLAT\PH2\SHEETS.dwg

RESOLUTION NO. 717-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING THE FINAL PLAT FOR THE PRESERVE PHASE II

WHEREAS, the Applicant has submitted a request for approval of the final plat for The Preserve, Phase II, consisting of 317 residential lots and 9 non-residential lots; and

WHEREAS, the City has reviewed the application and supporting documentation, including plans for water, sewer, roadways, and drainage; and

WHEREAS, the City has determined that the proposed development complies with all applicable regulations and requirements;

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

DULY PASSED by the City Council of the City of Justin, Texas, on the 24th day of October 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 7. (CONSENT AGENDA)

Title: Consider approving Resolution 718-24 for a Preliminary Plat for Treeline Phase II, generally located southwest from the intersection of FM 407 and Timberbrook Parkway; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff Recommends Approval based on the Preliminary Plat meeting all of the requisite regulations.

Background:

The applicant is requesting approval for a preliminary plat for Treeline Phase 2, which is part of a larger residential development located in Justin's Extraterritorial Jurisdiction (ETJ), Denton County, Texas. The Treeline development operates as a Municipal Utility District (MUD), meaning that it is governed by a special district.

This request covers two sections, **Phase 2A** and **Phase 2B**, with a combined total of **664 residential lots** and **21 common/open space lots**. These open space lots will be maintained by the MUD, ensuring the upkeep of shared amenities and green spaces for residents.

Key features of the development include:

- **Phase 2A** spans **120 acres** with **464 residential lots** and **15 common/open space lots**.
- **Phase 2B** covers **72.94 acres** with **204 residential lots** and **6 common/open space lots**.

The MUD structure ensures that essential services such as stormwater management and street maintenance will be provided independently of the City of Justin, with the district responsible for maintaining specific infrastructure within the development. The City of Justin will be providing water, sewer, Police, and Fire to the development.

Approval of this preliminary plat is the next step in moving the project forward.

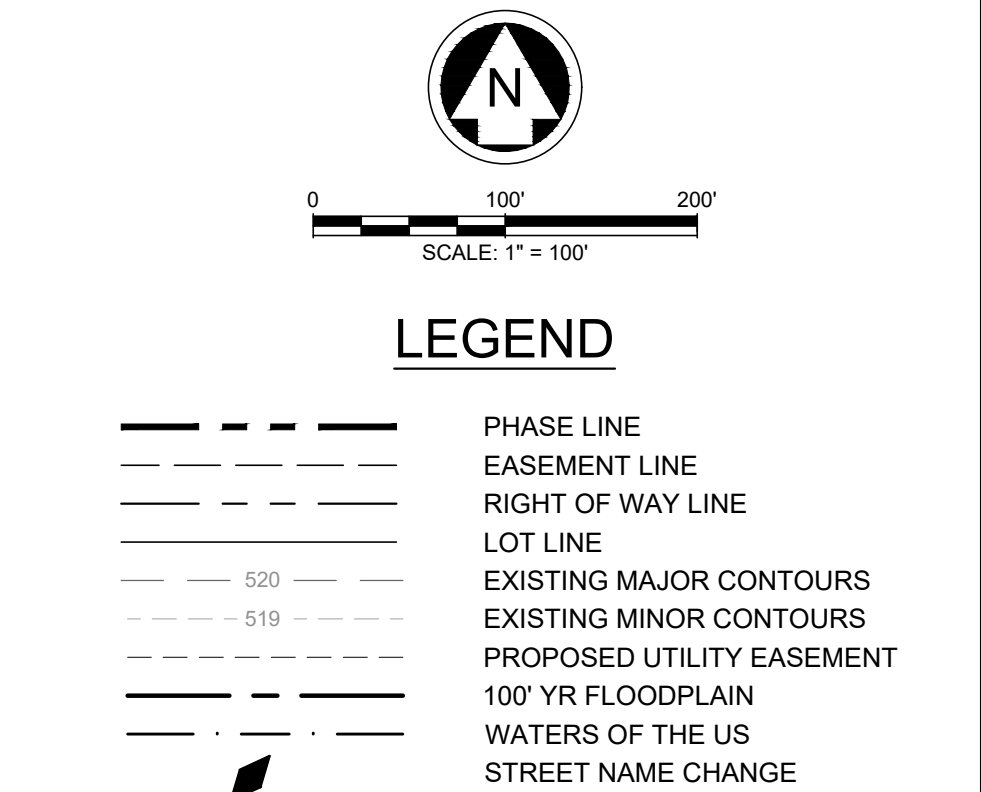
P&Z Recommendation:

The Commission unanimously recommended approval on October 15, 2024.

City Attorney Review: No

Attachments:

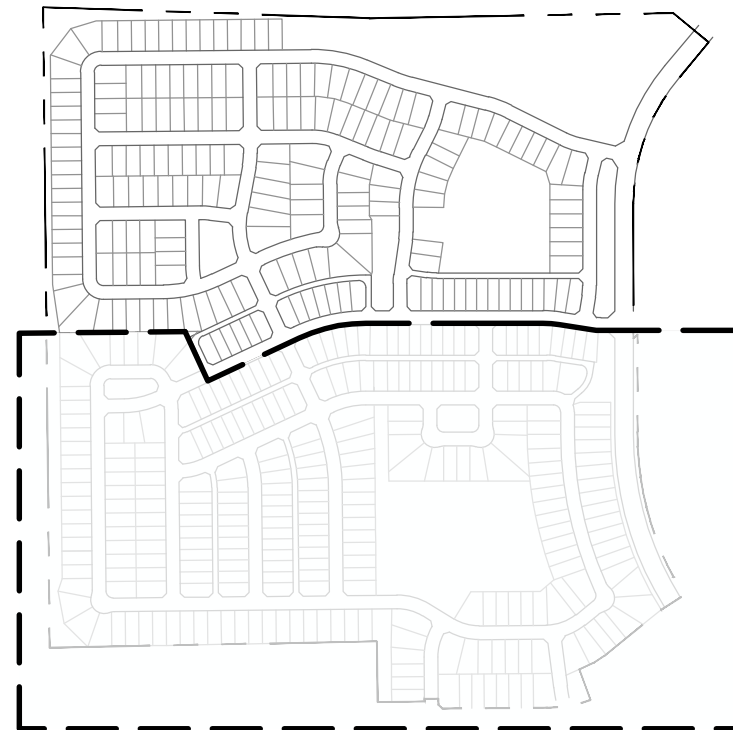
1. Proposed Preliminary Plat
2. Treeline Phase II Preliminary Plat Resolution



1. ALL CORNER CLIPS TO BE 15'X15'. CORNER CLIPS WITH COLLECTOR STREETS SHALL BE 25'X25'
2. ALL ALLEYS TO HAVE A ROW WIDTH OF 20' AND A PAVEMENT WIDTH OF 15'
3. ALL CURB RETURN RADI TO BE 20', EXCEPT ALLEYS TO BE 28.5' UNLESS OTHERWISE NOTED
4. ALL PUBLIC IMPROVEMENT SHALL MEET CITY OF JUSTIN STANDARDS.
5. ALL STREET AND STORM SEWER SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
6. ALL OPEN SPACES AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
7. ALL ALLEYS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
8. THE EASEMENTS AND PUBLIC USE AREAS (INCLUDING OPEN SPACE LOTS), AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT.

LOT SUMMARY - 2A	
50' CORE LOTS	6
50' VALUE LOTS	230
45' LOTS	90
40' ALLEY LOTS	138
TOTAL	464

TOTAL ACREAGE	120
DENSITY (LOTS/ACRE)	3.87



PHASE 2A: 120.00 ACRE TRACT CONTAINING LOT 5X, BLK G; LOTS 8-43, 31X, 32X, BLK K; LOTS 1-11, BLK MM; LOTS 1-21, 21X, BLK NN; LOTS 37-137, 9X, 19X, BLK O; LOTS 1-38, 22X, 23X, BLK PP; LOTS 1-25, BLK QQ; LOTS 1-21, BLK RR; LOTS 1-21, BLK SS; LOTS 1-27, BLK TT; LOTS 1-26, 24X, 25X, BLK UU; LOTS 1-48, 29X, 30X, BLK VV; LOTS 1-15, BLK WY; 20X, BLK ZZ; 28X, BLK BA; 26X, BLK BC; 27X, BLK BD; LOTS 1-20, BLK BE; LOTS 1-19, BLK BF; LOTS 1-12, BLK BG; LOTS 1-23, BLK BH. FOR A TOTAL OF 464 RESIDENTIAL LOTS AND 16 COMMERCIAL LOTS.

PHASE 2B: 72.94 ACRE TRACT CONTAINING LOTS 1-64, 30X, BLK P, LOTS 1-16, 29X, BLK Q, LOTS 1-3, BLK R, LOTS 1-13, BLK BU, LOTS 1-11, BLK BK, LOTS 1-12, BLK BL, LOTS 1-17, BLK BM, 33X, BLK BN, LOTS 1-28, BLK BO, LOTS 1-23, BLK BP, LOTS 1-10, 32X, BLK BQ, LOTS 1-7, 31X, BLK BR, 34X, BLK BS, - FOR A TOTAL OF 204 RESIDENTIAL LOTS AND 6 COMMON LOTS.

JUSTIN ETJ, DENTON COUNTY, TEXAS

OWNER / DEVELOPER
NAME: HILLWOOD COMMUNITIES
ADDRESS: 3000 TURTLE CREEK BLVD
DALLAS, TEXAS 75219
PHONE: (972) 201-2849
CONTACT: KYLE JOYCE
EMAIL: KYLE.JOYCE@HILLWOOD.COM

PLANNER / ENGINEER / SURVEYOR

Westwood

Westwood

Phone (469) 213-1800 11000 Frisco S
Toll Free (888) 937-5150 Frisco, TX 750

Westwood Professional Services, Inc.

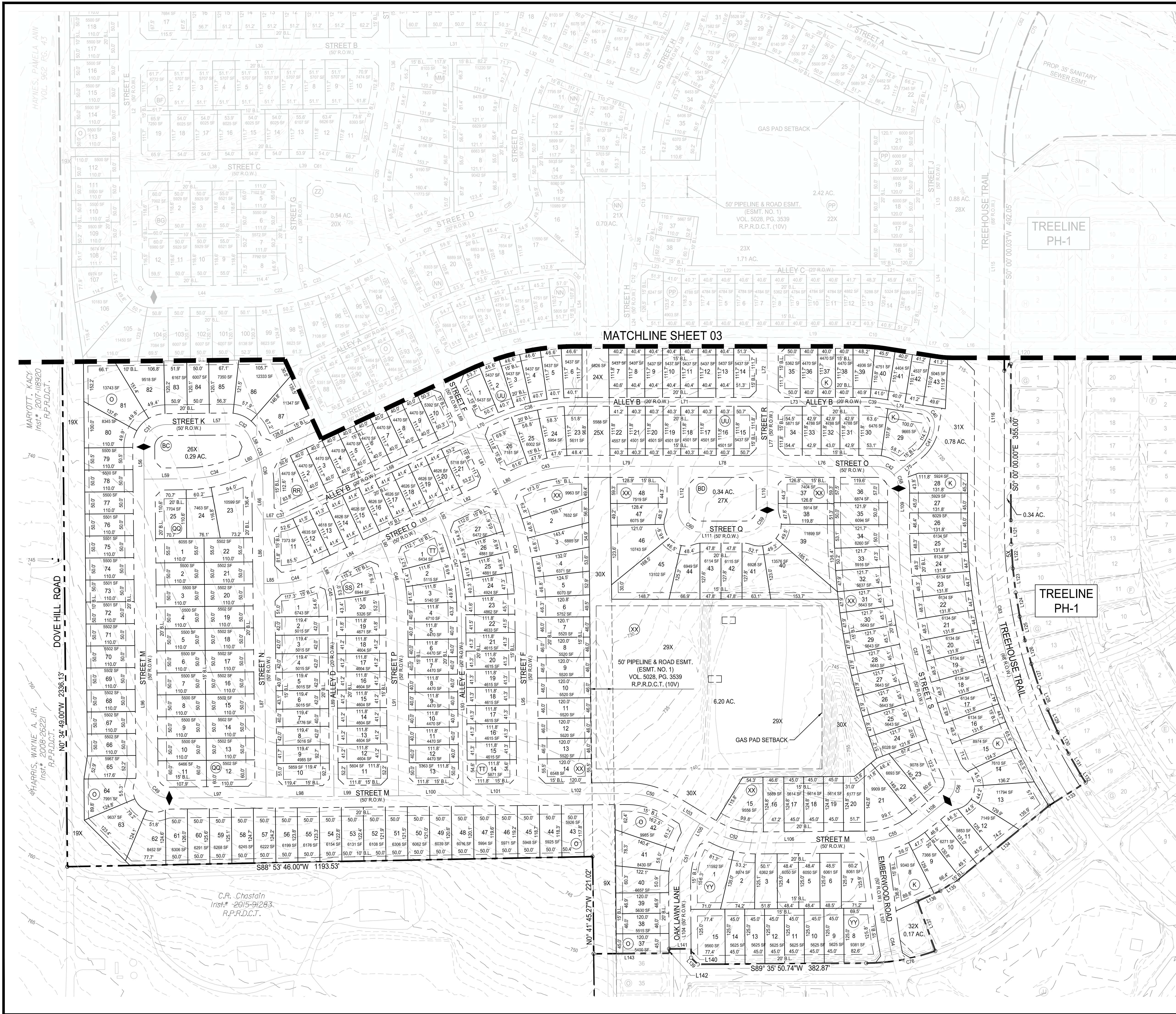
DATE:	AUGUST 2024
PELTON PROJECT #:	HWR22015
CITY CASE #:	

DESIGNED: BSC/IS

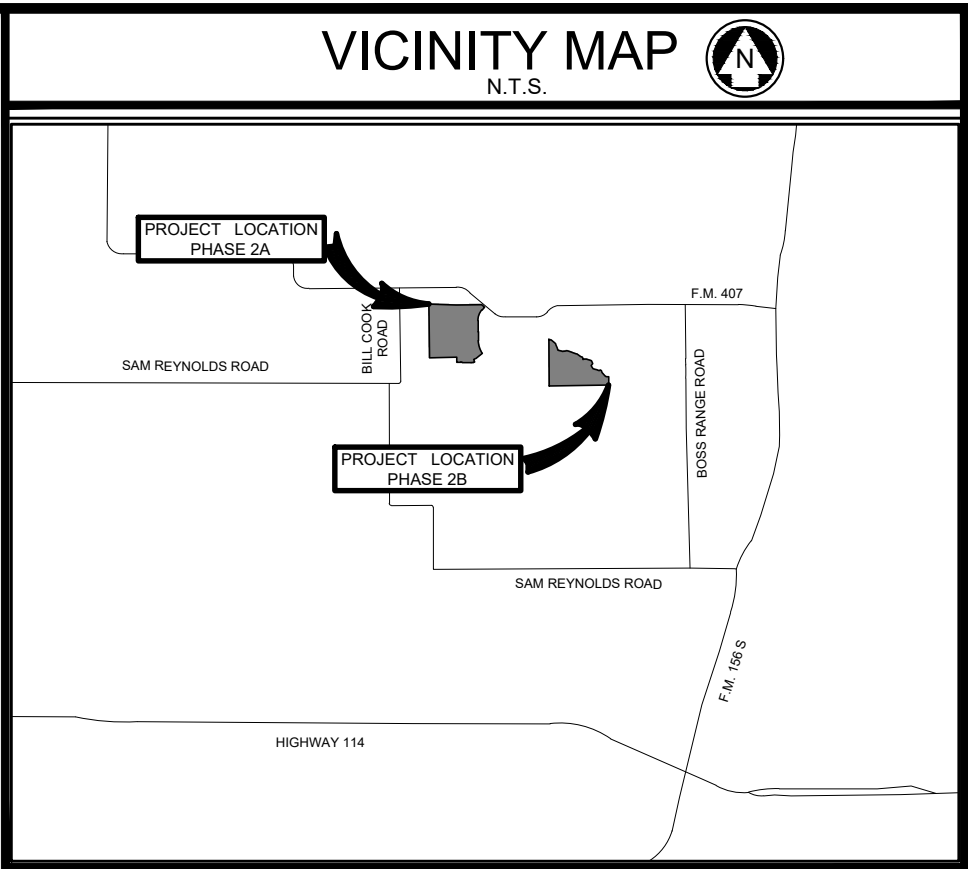
DRAWN: EME

DEVIATION: TDC

Page 200 of 29



Drawing: G:\JOB\HW\2015_Design\322_Preliminary\Plat.Sheets\HW\2015-C-PPLAT-2A



0 100' 200'
SCALE: 1" = 100'

LEGEND

- PHASE LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- LOT LINE
- EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- PROPOSED UTILITY EASEMENT
- 100' YR FLOODPLAIN
- WATERS OF THE US
- STREET NAME CHANGE

- NOTES:
- ALL CORNER CLIPS TO BE 15'X15'. CORNER CLIPS WITH COLLECTOR STREETS SHALL BE 25'X25'
 - ALL ALLEYS TO HAVE A ROW WIDTH OF 20' AND A PAVEMENT WIDTH OF 15'
 - ALL CURB RETURN RADI TO BE 20', EXCEPT ALLEYS TO BE 28.5' UNLESS OTHERWISE NOTED
 - ALL PUBLIC IMPROVEMENT SHALL MEET CITY OF JUSTIN STANDARDS.
 - ALL STREET AND STORM SEWER SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
 - ALL OPEN SPACES AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
 - ALL ALLEYS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
 - THE EASEMENTS AND PUBLIC USE AREAS (INCLUDING OPEN SPACE LOTS), AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT.



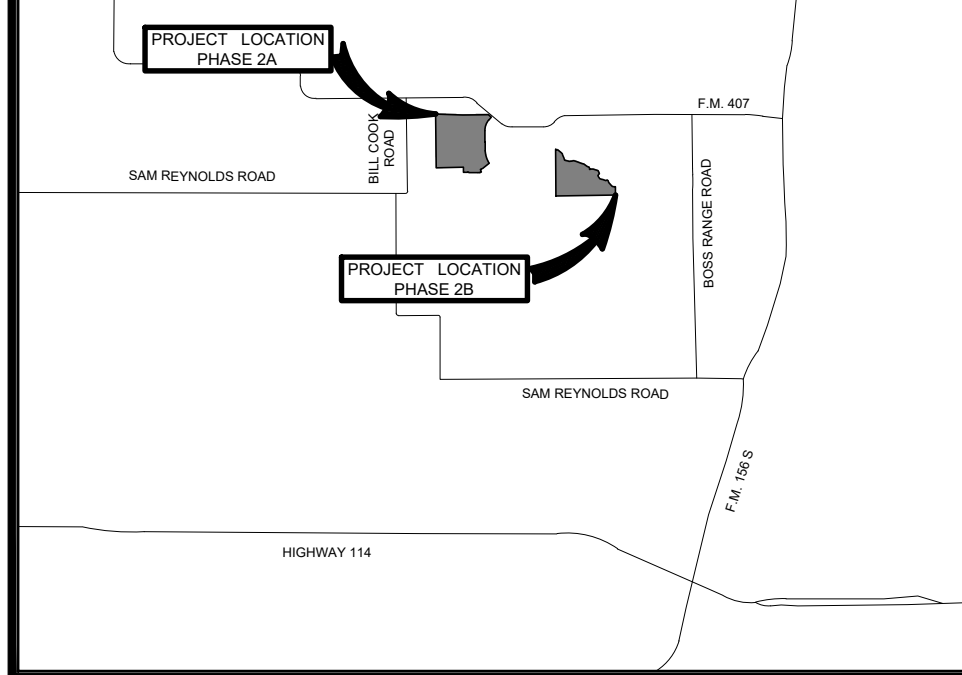
A PRELIMINARY PLAT FOR TREELINE - PHASE 2

PHASE 2A: 120.00 ACRE TRACT CONTAINING LOT 5X, BLK G, LOTS 8-43, 31X, 32X, BLK K, LOTS 1-11, BLK MM, LOTS 1-21, 21X, BLK NN, LOTS 37-137, 8X, 19X, BLK O, LOTS 1-38, 22X, 23X, BLK PP, LOTS 1-25, BLK QQ, LOTS 1-21, BLK RR, LOTS 1-21, BLK SS, LOTS 1-27, BLK TT, LOTS 1-26, 24X, 25X, BLK UU, LOTS 1-48, 29X, 30X, BLK VV, LOTS 1-15, BLK WW, 20X, BLK XX, 28X, BLK YY, 20X, BLK ZZ, 28X, BLK AA, 20X, BLK BB, 27X, BLK CC, LOTS 1-20, BLK DD, LOTS 1-19, BLK EE, LOTS 1-12, BLK FF, LOTS 1-23, BLK GG, LOTS 1-23, BLK HH, - FOR A TOTAL OF 464 RESIDENTIAL LOTS AND 15 COMMON LOTS.

PHASE 2B: 72.94 ACRE TRACT CONTAINING LOTS 1-64, 30X, BLK P, LOTS 1-16, 29X, BLK Q, LOTS 1-3, BLK R, LOTS 1-13, BLK S, LOTS 1-11, BLK T, LOTS 1-12, BLK U, LOTS 1-17, BLK V, LOTS 1-28, BLK W, LOTS 1-23, BLK X, LOTS 1-23, BLK Y, LOTS 1-10, 32X, BLK Z, LOTS 1-17, 31X, BLK AA, 34X, BLK BB, - FOR A TOTAL OF 204 RESIDENTIAL LOTS AND 6 COMMON LOTS.

JUSTIN ETJ, DENTON COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: HILLWOOD COMMUNITIES		Westwood	
ADDRESS: 3000 TURTLE CREEK BLVD.		Phone (469) 213-1800 11000 Frisco Street, Suite 400	
PHONE: (972) 201-2849		Frisco, TX 75033	
CONTACT: KYLE JOYCE		www.westwood.com	
EMAIL: KYLE.JOYCE@HILLWOOD.COM		Westwood Professional Services, Inc.	
		TSPS FIRM REGISTRATION NO. 10074031	
DATE: AUGUST 2024	DESIGNED: BSC/IS	SHEET	
PELTON PROJECT #: HWR22015	DRAWN: EMF	03 of 15	
CITY CASE #:	REVIEWER: TRS		

VICINITY MAP
N.T.S.0 100' 200'
SCALE: 1" = 100'

- PHASE LINE
--- EASEMENT LINE
--- RIGHT OF WAY LINE
--- LOT LINE
--- EXISTING MAJOR CONTOURS
--- EXISTING MINOR CONTOURS
--- PROPOSED UTILITY EASEMENT
--- 100' YR FLOODPLAIN
--- WATERS OF THE US
--- STREET NAME CHANGE

NOTES:

1. ALL CORNER CLIPS TO BE 15'X15'. CORNER CLIPS WITH COLLECTOR STREETS SHALL BE 25'X25'
2. ALL ALLEYS TO HAVE A ROW WIDTH OF 20' AND A PAVEMENT WIDTH OF 15'
3. ALL CURB RETURN RADI TO BE 20', EXCEPT ALLEYS TO BE 28.5' UNLESS OTHERWISE NOTED
4. ALL PUBLIC IMPROVEMENT SHALL MEET CITY OF JUSTIN STANDARDS.
5. ALL STREET AND STORM SEWER SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
6. ALL OPEN SPACES AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
7. ALL ALLEYS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
8. THE EASEMENTS AND PUBLIC USE AREAS (INCLUDING OPEN SPACE LOTS), AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT.

LOT SUMMARY - 2B	
60' LOTS	70
50' CORE LOTS	134
TOTAL	204
TOTAL ACREAGE	
DENSITY (LOTS/ACRE)	2.80

A PRELIMINARY PLAT FOR
TREELINE - PHASE 2

PHASE 2A: 120.00 ACRE TRACT CONTAINING LOT 5X, BLK G, LOTS 8-43, 31X, 32X, BLK K, LOTS 1-11, BLK MM, LOTS 1-21, 21X, BLK NN, LOTS 37-137, 6X, 19X, BLK O, LOTS 1-38, 22X, 23X, BLK PP, LOTS 1-25, BLK QQ, LOTS 1-21, BLK RR, LOTS 1-21, BLK SS, LOTS 1-27, BLK TT, LOTS 1-26, 24X, 25X, BLK UU, LOTS 1-48, 29X, 30X, BLK XX, LOTS 1-15, BLK YY, 20X, BLK ZZ, 28X, BLK BA, 20X, BLK BC, 27X, BLK BD, LOTS 1-20, BLK BE, LOTS 1-19, BLK BF, LOTS 1-12, BLK BG, LOTS 1-23, BLK BH, - FOR A TOTAL OF 464 RESIDENTIAL LOTS AND 15 COMMON LOTS.

PHASE 2B: 72.94 ACRE TRACT CONTAINING LOTS 1-64, 30X, BLK P, LOTS 1-16, 26X, BLK Q, LOTS 1-3, BLK R, LOTS 1-13, BLK S, LOTS 1-11, BLK BK, LOTS 1-12, BLK BL, LOTS 1-17, BLK BM, 33X, BLK BN, LOTS 1-26, BLK BO, LOTS 1-25, BLK BP, LOTS 1-10, 32X, BLK BQ, LOTS 1-7, 31X, BLK BR, 34X, BLK BS, - FOR A TOTAL OF 204 RESIDENTIAL LOTS AND 6 COMMON LOTS.

JUSTIN ETJ, DENTON COUNTY, TEXAS

OWNER / DEVELOPER

NAME: HILLWOOD COMMUNITIES
ADDRESS: 3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2949
CONTACT: KYLE JOYCE
EMAIL: KYLE.JOYCE@HILLWOOD.COM

PLANNER / ENGINEER / SURVEYOR

Westwood
Phone (469) 213-1800 11000 Frisco Street, Suite 400
Frisco, TX 75033
Tel/Fax (888) 937-9150
www.westwoodps.com

Westwood Professional Services, Inc.
2007 FIRM REGISTRATION NO. 111717
TEXAS FIRM REGISTRATION NO. 10074501

DATE: AUGUST 2024
PELTON PROJECT #: HWR22015
CITY CASE #:

DESIGNED: BSC/IS
DRAWN: EMF
REVIEWER: TRS

04 of 15

PH-2A STREET LINE TABLE		
LINE	LENGTH	BEARING
L1	237.14'	S00° 34' 49"E
L2	273.36'	S00° 34' 49"E
L3	243.00'	S00° 34' 49"E
L4	541.30'	N89° 25' 11"E
L5	225.14'	N89° 25' 11"E
L6	122.26'	S68° 03' 59"E
L7	117.75'	S75° 32' 27"E
L8	169.20'	S75° 32' 27"E
L9	222.96'	S63° 26' 12"E
L10	71.82'	S76° 46' 34"E
L11	120.00'	S76° 46' 34"E
L12	94.85'	S13° 13' 28"W
L13	312.85'	S00° 00' 00"E
L14	35.34'	S00° 00' 00"E
L15	98.75'	S08° 56' 44"W
L16	84.00'	N90° 00' 00"E
L17	28.91'	S81° 03' 16"E
L18	91.32'	S81° 03' 16"E
L19	208.68'	N90° 00' 00"E

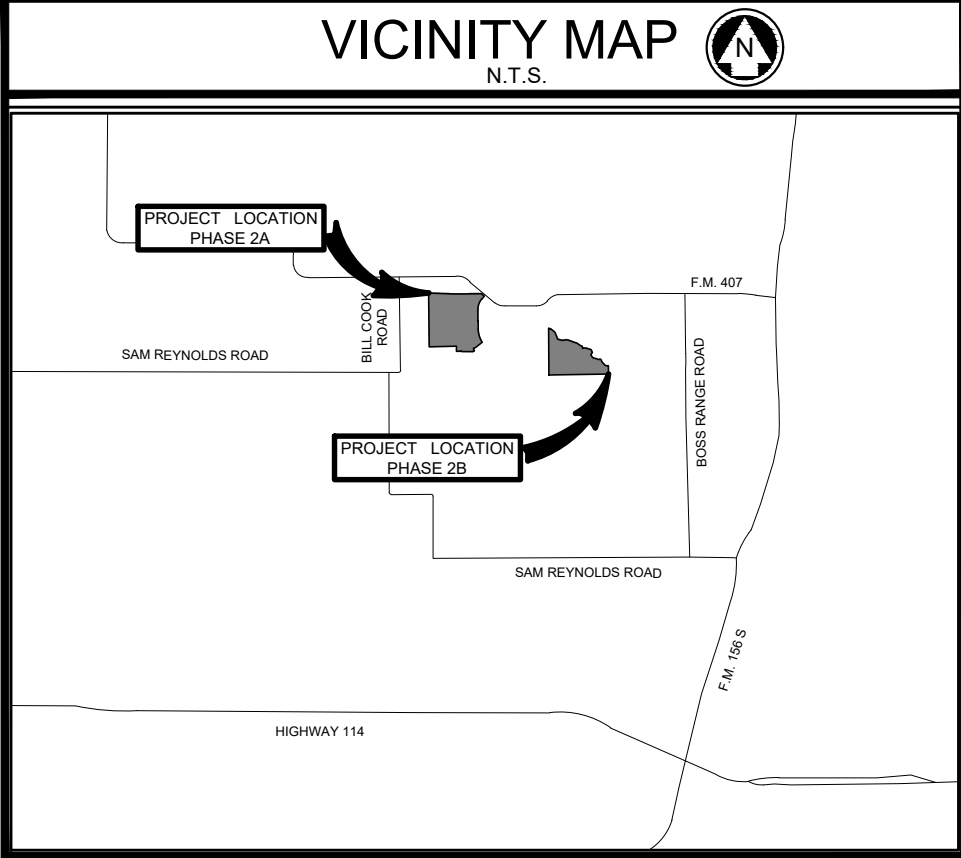
PH-2A STREET LINE TABLE		
LINE	LENGTH	BEARING
L20	312.05'	N90° 00' 00"E
L21	379.49'	N90° 00' 00"E
L22	177.63'	N90° 00' 00"E
L23	95.14'	S81° 42' 42"E
L24	124.76'	S00° 02' 44"E
L25	15.59'	S08° 17' 18"W
L26	115.35'	S08° 17' 18"W
L27	88.96'	S00° 00' 00"E
L28	97.71'	S26° 33' 48"W
L29	96.74'	S14° 27' 33"W
L30	591.30'	N89° 25' 11"E
L31	225.14'	N89° 25' 11"E
L32	28.71'	S68° 03' 59"E
L33	93.42'	S68° 03' 59"E
L34	131.55'	S71° 52' 54"E
L35	293.00'	S00° 34' 49"E
L36	58.53'	S00° 34' 49"E
L37	167.24'	S10° 31' 44"W
L38	376.00'	N89° 25' 11"E

PH-2A STREET LINE TABLE		
LINE	LENGTH	BEARING
L39	32.59'	N89° 25' 11"E
L41	111.33'	S83° 09' 19"E
L42	193.90'	S00° 34' 49"E
L43	15.87'	S14° 57' 42"E
L44	219.68'	N89° 25' 11"E
L45	136.08'	N64° 51' 56"E
L46	10.97'	S25° 08' 04"E
L47	52.69'	N64° 51' 56"E
L48	152.21'	N00° 34' 49"W
L49	75.58'	N21° 56' 01"E
L50	155.75'	S25° 08' 04"E
L51	111.00'	N25° 08' 04"W
L52	261.96'	N64° 51' 56"E
L53	52.69'	N64° 51' 56"E
L54	109.02'	S00° 00' 00"E
L55	145.73'	S25° 08' 04"E
L56	73.50'	S00° 34' 49"E
L57	144.96'	S89° 25' 11"W
L58	27.62'	N25° 08' 04"W

PH-2A STREET CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	090° 00' 00"	50.00'	50.00'	78.54'	70.71'
C2	090° 00' 00"	50.00'	50.00'	78.54'	70.71'
C3	022° 30' 50"	506.00'	100.71'	198.83'	197.55'
C4	007° 28' 28"	450.00'	29.39'	58.70'	58.66'
C5	012° 06' 15"	400.00'	42.41'	84.50'	84.35'
C6	013° 20' 22"	250.00'	29.23'	58.20'	58.07'
C7	013° 13' 26"	250.00'	28.98'	57.70'	57.57'
C8	008° 56' 44"	250.00'	19.56'	39.03'	38.99'
C9	008° 56' 44"	200.00'	15.64'	31.23'	31.19'
C10	008° 56' 44"	400.00'	31.29'	62.45'	62.39'
C11	008° 17' 18"	250.00'	18.11'	36.17'	36.13'
C12	008° 17' 18"	200.00'	14.49'	28.93'	28.91'
C13	008° 17' 18"	200.00'	14.49'	28.93'	28.91'
C14	018° 07' 06"	450.00'	71.75'	142.30'	141.71'
C15	008° 26' 41"	450.00'	33.22'	66.33'	66.27'
C16	012° 06' 15"	200.00'	21.20'	42.25'	42.17'
C17	022° 30' 50"	213.00'	42.40'	83.70'	83.16'
C18	003° 48' 54"	743.00'	24.75'	49.47'	49.46'
C19	011° 06' 33"	250.00'	24.31'	48.47'	48.40'
C20	003° 41' 02"	300.00'	9.65'	19.29'	19.29'
C21	014° 22' 53"	250.00'	31.54'	62.75'	62.59'

PH-2A STREET CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C22	015° 12' 51"	450.00'	60.10'	119.49'	119.14'
C23	009° 20' 24"	450.00'	36.76'	73.36'	73.28'
C24	031° 58' 46"	300.00'	85.97'	167.44'	165.28'
C25	014° 11' 47"	894.75'	111.42'	221.70'	221.13'
C26	079° 38' 32"	50.00'	41.69'	69.50'	64.04'
C27	022° 30' 50"	200.00'	39.81'	78.59'	78.08'
C28	090° 00' 00"	36.00'	36.00'	56.55'	50.91'
C29	023° 00' 54"	739.00'	150.45'	296.85'	294.86'
C30	092° 07' 10"	36.00'	37.36'	57.88'	51.84'
C31	090° 00' 00"	50.00'	50.00'	78.54'	70.71'
C32	065° 26' 45"	50.00'	32.13'	57.11'	54.06'
C33	007° 34' 38"	200.00'	13.24'	26.45'	26.43'
C34	024° 33' 15"	298.50'	64.96'	127.92'	126.95'
C35	025° 08' 04"	593.50'	132.31'	260.36'	258.27'
C36	016° 58' 37"	200.00'	29.85'	59.26'	59.04'
C37	024° 33' 15"	55.25'	12.02'	23.68'	23.50'
C38	025° 08' 04"	446.75'	99.59'	195.98'	194.41'
C39	008° 50' 58"	200.00'	15.48'	30.89'	30.86'
C40	090° 00' 00"	36.00'	36.00'	56.55'	50.91'
C41	042° 33' 27"	100.00'	38.95'	74.28'	72.58'
C42	051° 24' 25"	50.00'	24.07'	44.86'	43.37'

PH-2A STREET CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C43	025° 08' 04"	300.00'	66.88'	131.60'	130.55'
C44	024° 33' 15"	202.00'	43.96'	86.57'	85.91'
C45	024° 33' 15"	200.00'	43.52'	85.71'	85.06'
C46	024° 33' 15"	346.75'	75.46'	148.60'	147.47'
C47	024° 33' 15"	493.50'	107.39'	211.49'	209.88'
C48	024° 33' 15"	640.25'	139.33'	274.38'	272.29'
C49	090° 00' 00"	50.00'	50.00'	78.54'	70.71'
C50	032° 02' 23"	200.00'	57.42'	111.84'	110.39'
C51	031° 51' 44"	200.00'	57.09'	111.22'	109.79'
C52	031° 51' 44"	200.00'	57.09'	111.22'	109.79'
C53	007° 23' 25"	200.00'	12.92'	25.80'	25.78'
C54	004° 35' 02"	730.00'	29.22'	58.40'	58.39'
C55	031° 21' 20"	200.00'	56.13'	109.45'	108.09'
C56	075° 35' 52"	50.00'	38.78'	65.97'	61.29'
C57	024° 44' 46"	1351.25'	296.43'	583.61'	579.08'
C58	038° 35' 35"	50.00'	17.51'	33.68'	33.05'
C59	090° 00' 00"	50.00'	50.00'	78.54'	70.71'
C60	090° 00' 00"	50.00'	50.00'	78.54'	70.71'
C61	007° 25' 30"	250.00'	16.22'	32.40'	32.38'
C62	039° 50' 21"	749.98'	271.78'	521.48'	511.04'
C63	039° 16' 19"	1145.00'	408.53'	784.81'	769.54'



PH-2A STREET LINE TABLE		
LINE	LENGTH	BEARING
L59	98.30'	N89° 25' 11"E
L60	42.67'	N65° 16' 47"E
L61	164.79'	N65° 16' 47"E
L62	297.96'	N64° 37' 13"E
L63	52.69'	N64° 37' 13"E
L64	10.00'	N90° 00' 00"E
L65	114.78'	N90° 00' 00"E
L66	79.44'	S00° 34' 49"E
L67	29.96'	N89° 25' 11"E
L68	461.89'	N64° 51' 56"E
L69	293.27'	S25° 08' 04"E
L70	52.69'	N64° 51' 56"E
L71	436.83'	N90° 00' 00"E
L72	146.75'	N00° 00' 00"E
L73	223.05'	N90° 00' 00"E
L74	97.07'	S81° 09' 02"E
L75	71.35'	S51° 24' 25"W
L76	248.50'	N90° 00' 00"E
L77	146.75'	N00° 00' 00"E

PH-2A STREET LINE TABLE		
LINE	LENGTH	BEARING
L78	202.73'	N90° 00' 00"E
L79	234.11'	N90° 00' 00"E
L80	52.69'	N64° 51' 56"E
L81	293.27'	S25° 08' 04"E
L82	146.75'	N64° 51' 56"E
L83	146.75'	N64° 51' 56"E
L84	146.75'	N64° 51' 56"E
L85	29.96'	N89° 25' 11"E
L86	146.75'	S00° 34' 49"E
L87	485.50'	S00° 34' 49"E
L88	6.59'	S25° 08' 04"E
L89	423.66'	S00° 34' 49"E
L90	6.59'	S25° 08' 04"E
L91	423.66'	S00° 34' 49"E
L92	6.59'	S25° 08' 04"E
L93	423.66'	S00° 34' 49"E
L94	6.59'	S25° 08' 04"E
L95	423.66'	S00° 34' 49"E
L96	675.64'	S00° 34' 49"E

PH-2A STREET LINE TABLE		
LINE	LENGTH	BEARING
L97	220.00'	N89° 25' 11"E
L98	154.40'	N89° 25' 11"E
L99	146.75'	N89° 25' 11"E
L100	146.75'	N89° 25' 11"E
L101	146.75'	N89° 25' 11"E
L102	221.27'	N89° 25' 11"E
L103	74.38'	S58° 32' 26"E
L104	161.97'	S00° 24' 09"E
L105	31.76'	S31° 27' 34"W
L106	244.78'	N89° 35' 51"E
L107	202.34'	S07° 20' 18"E
L108	80.41'	N50° 51' 06"E
L109	83.26'	S00° 00' 00"E
L110	99.20'	N00° 00' 00"E
L111	102.73'	N90° 00' 00"E
L112	99.20'	S00° 00' 00"E
L114	192.88'	S39° 50' 21"W
L115	442.05'	S00° 00' 00"E
L116	400.76'	S00° 00' 00"E

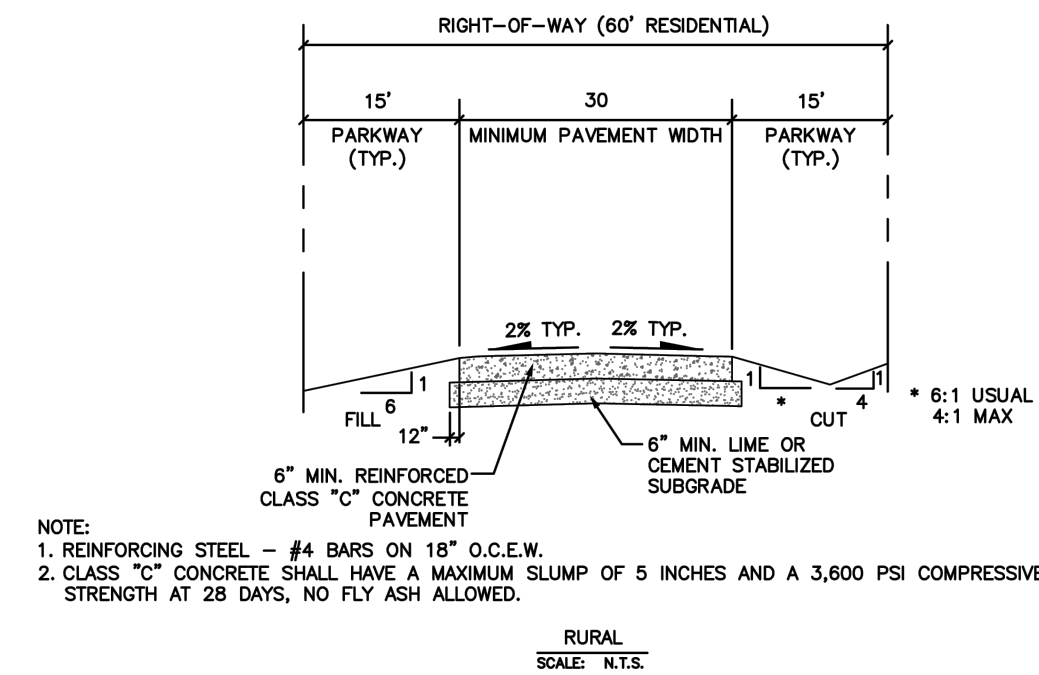
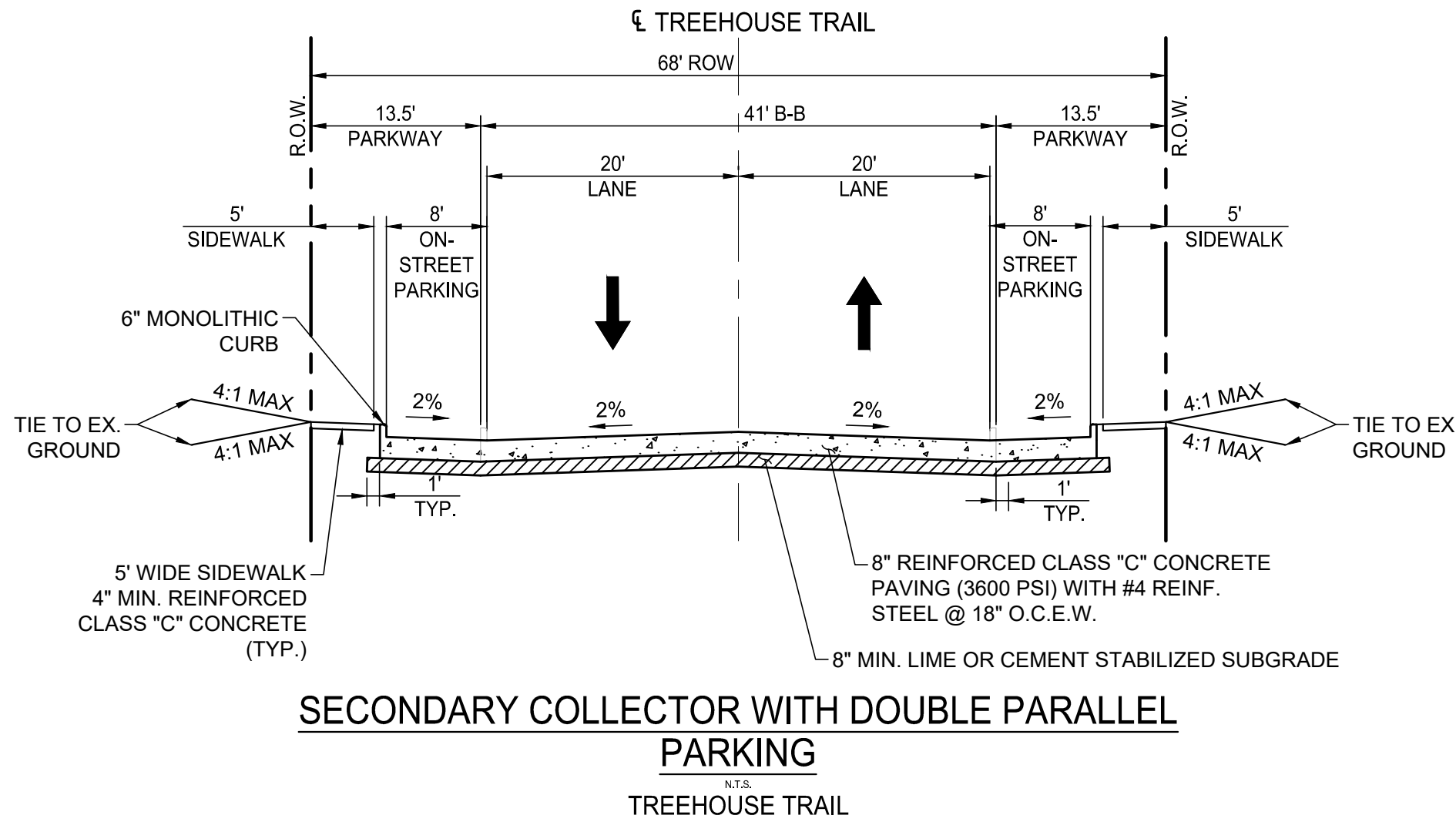
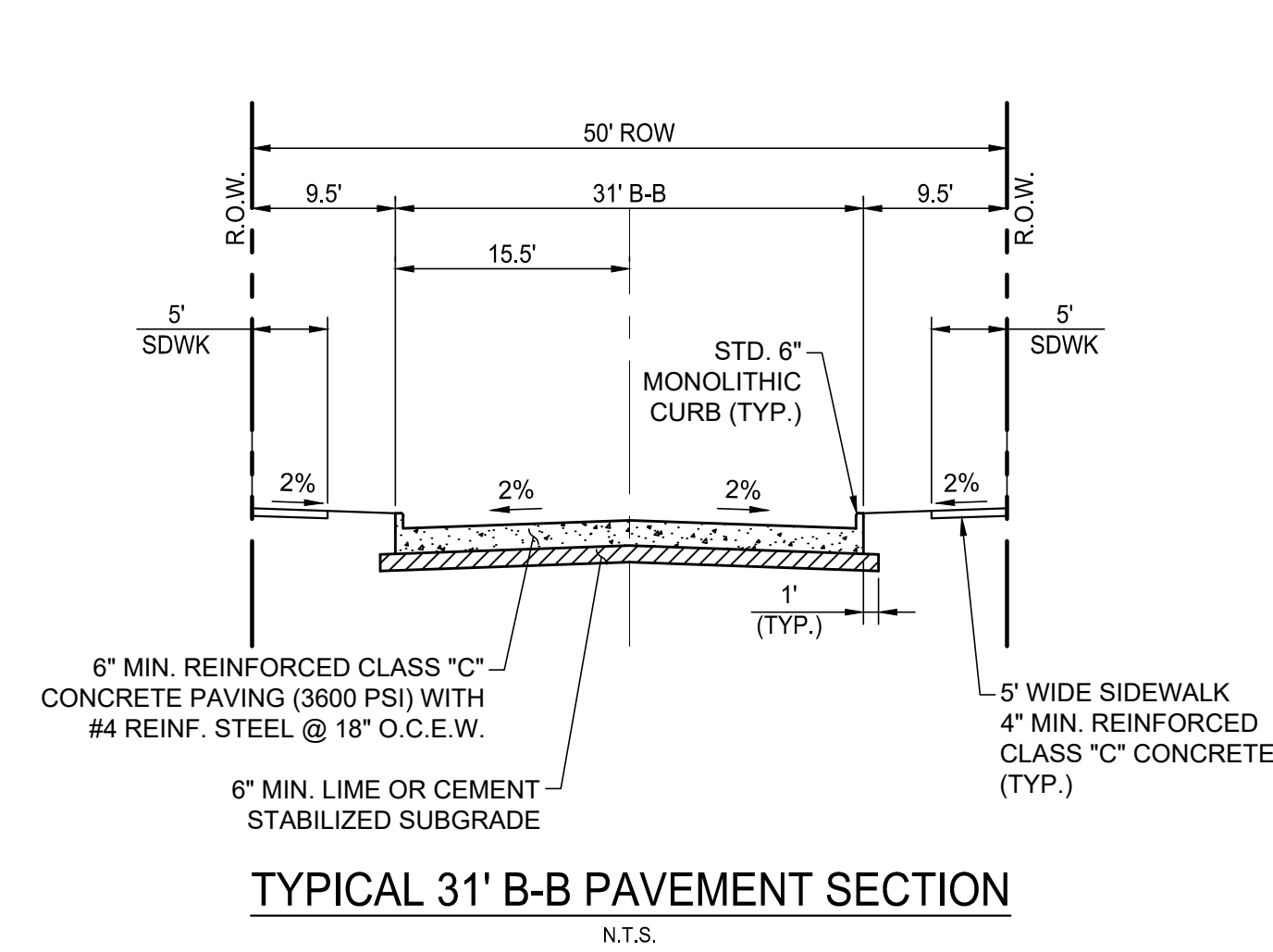
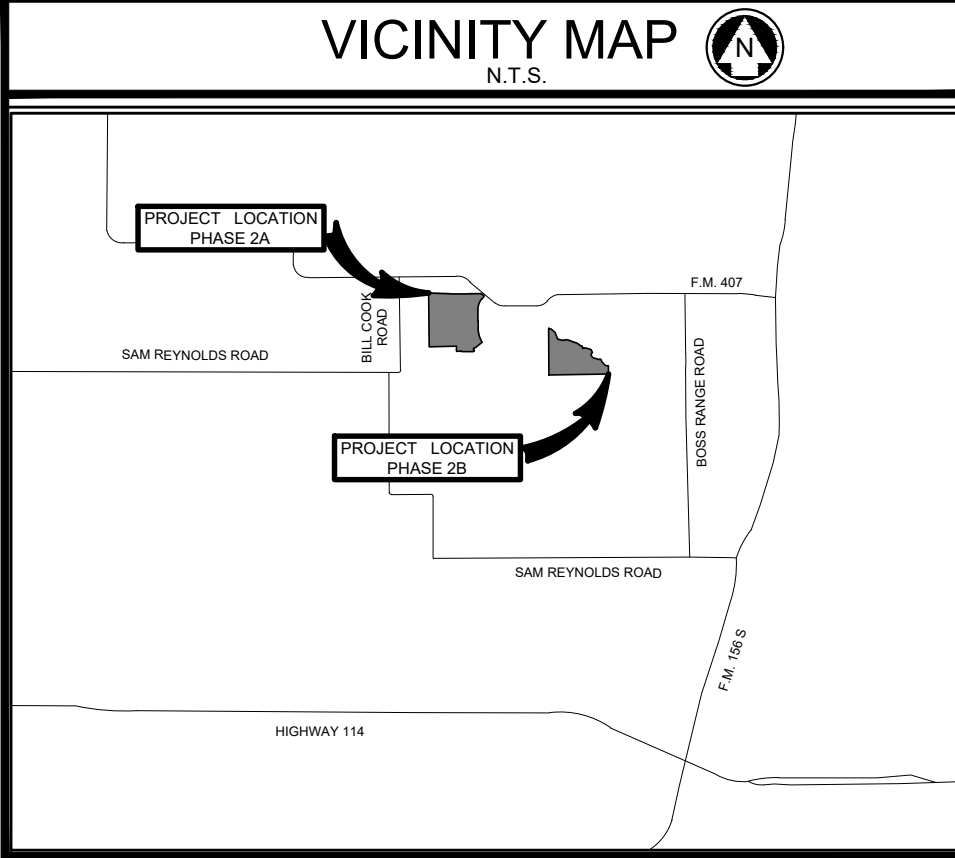
PH-2B STREET LINE TABLE		
LINE	LENGTH	BEARING
L1	247.00'	N89° 26' 01"E
L2	204.32'	N89° 26' 01"E
L3	42.92'	S70° 25' 09"E
L4	241.38'	S70° 25' 09"E
L5	140.02'	N89° 10' 24"E
L6	82.18'	N89° 10' 24"E
L7	94.09'	S65° 49' 35"E
L8	247.00'	N89° 26' 01"E
L9	15.42'	N89° 26' 01"E
L10	97.02'	N60° 04' 11"E
L11	13.92'	N82° 10' 24"E

PH-2B STREET LINE TABLE		
LINE	LENGTH	BEARING
L12	161.99'	N82° 10' 24"E
L13	50.01'	N89° 10' 24"E
L14	140.02'	N89° 10' 24"E
L15	301.98'	N89° 10' 24"E
L16	134.61'	N89° 10' 24"E
L17	95.38'	S63° 10' 37"E
L18	33.70'	S63° 10' 37"E
L19	220.31'	N89° 10' 24"E
L20	254.44'	N89° 10' 24"E
L21	290.00'	N89° 10' 24"E
L22	90.02'	N89° 10' 24"E

PH-2B STREET LINE TABLE		
LINE	LENGTH	BEARING
L23	245.00'	N89° 10' 24"E
L24	456.29'	N89° 10' 24"E
L25	336.65'	N89° 10' 24"E
L26	20.00'	N00° 49' 36"W
L27	870.00'	S00° 33' 59"E
L28	246.42'	S00° 33' 59"E
L29	44.49'	S19° 34' 51"W
L30	605.77'	S00° 49' 36"E
L31	400.41'	S00° 49' 36"E
L32	150.00'	S00° 49' 36"E
L33	429.03'	S00° 49' 36"E

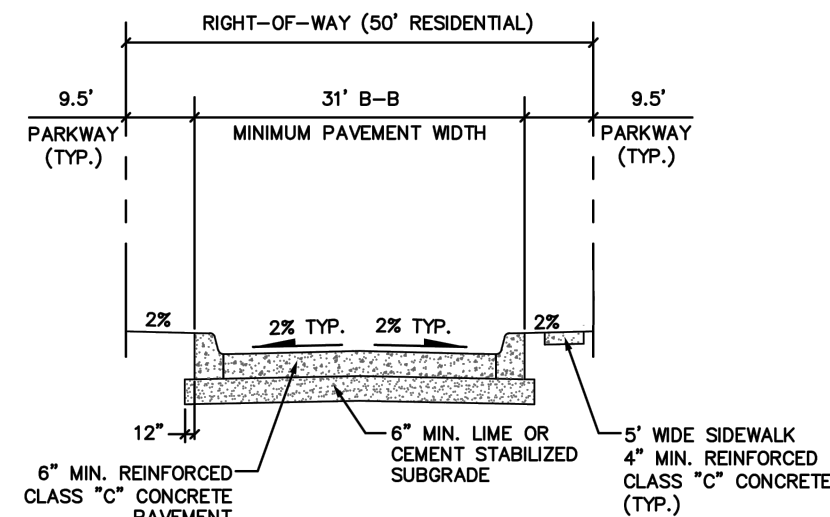
PH-2B STREET LINE TABLE		
LINE	LENGTH	BEARING
L34	425.00'	S00° 49' 36"E
L35	429.03'	S00° 49' 36"E
L36	375.00'	S00° 49' 36"E
L37	320.53'	S00° 49' 36"E
L38	380.00'	S00° 49' 36"E
L39	24.93'	S26° 49' 23"W
L40	219.09'	S00° 49' 36"E
L41	263.00'	S00° 49' 36"E

PH-2B STREET CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C1	020° 08' 49"	250.00'	44.41'	87.91'	87.46'	S80° 29' 34"E
C2	069° 35' 34"	50.00'	34.75'	60.73'	57.07'	S35° 37' 23"E
C3	025° 00' 00"	250.00'	55.42'	109.08'	108.22'	S78° 19' 35"E
C4	065° 00' 00"	50.00'	31.85'	56.72'	53.73'	S33° 19' 35"E
C5	029° 21' 50"	200.00'	52.40'	102.50'	101.38'	N74° 45' 06"E
C6	022° 06' 13"	250.00'	48.83'	96.45'	95.85'	N71° 07' 18"E
C7	007° 00' 00"	650.00'	39.76'	79.41'	79.36'	N85° 40' 24"E
C8	027° 38' 59"	250.00'	61.52'	120.64'	119.48'	S77° 00' 06"E
C9	027° 38' 59"	250.00'	61.52'	120.64'	119.48'	S77° 00' 06"E
C10	090° 00' 00"	50.00'	50.00'	78.54'	70.71'	S45° 49' 36"E
C11	090° 00' 00"	50.00'	50.00'	78.54'	70.71'	N44° 10' 24"E
C12	090° 15' 37"	50.00'	50.23'	78.77'	70.87'	S45° 41' 47"E
C13	020° 24' 26"	250.00'	45.00'	89.04'	88.57'	S09° 22' 37"W
C14	090° 00' 00"	50.00'	50.00'	78.54'	70.71'	S45° 49' 36"E
C15	027° 38' 59"	250.00'	61.52'	120.64'	119.48'	S12° 59' 54"W



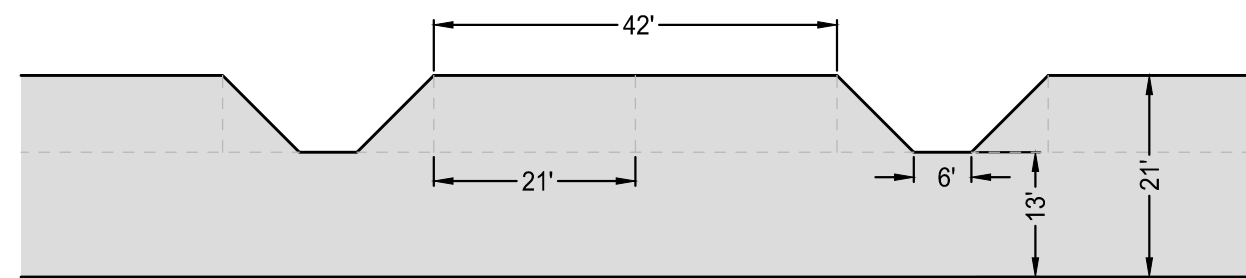
NOTE:
1. REINFORCING STEEL - #4 BARS ON 18" O.C.E.W.
2. CLASS "C" CONCRETE SHALL HAVE A MAXIMUM SLUMP OF 5 INCHES AND A 3,600 PSI COMPRESSIVE STRENGTH AT 28 DAYS, NO FLY ASH ALLOWED.

RURAL
SCALE: N.T.S.



NOTE:
1. REINFORCING STEEL - #4 BARS ON 18" O.C.E.W.
2. CLASS "C" CONCRETE SHALL HAVE A MAXIMUM SLUMP OF 5 INCHES AND A 3,600 PSI COMPRESSIVE STRENGTH AT 28 DAYS, NO FLY ASH ALLOWED.

URBAN
SCALE: N.T.S.



PRIMARY COLLECTOR - ON-STREET PARKING
DETAIL
N.T.S.



CITY OF JUSTIN, TEXAS

STREET SECTION DETAILS
CONCRETE RESIDENTIAL STREET

DATE: 07/20/2021

P-04

A PRELIMINARY PLAT FOR TREELINE - PHASE 2

PHASE 2A: 120.00 ACRE TRACT CONTAINING LOTS 5X, BLK G, LOTS 8-43, 31X, 32X, BLK K, LOTS 1-11, BLK MM, LOTS 1-21, 21X, BLK NN, LOTS 37-137, 8X, 19X, BLK O, LOTS 1-38, 22X, 23X, BLK PP, LOTS 1-25, BLK QQ, LOTS 1-21, BLK RR, LOTS 1-21, BLK SS, LOTS 1-27, BLK TT, LOTS 1-26, 24X, 25X, BLK UU, LOTS 1-48, 29X, 30X, BLK XX, LOTS 1-15, BLK YY, 20X, BLK ZZ, 28X, BLK BA, 26X, BLK BC, 27X, BLK BD, LOTS 1-20, BLK BE, LOTS 1-19, BLK BF, LOTS 1-12, BLK BG, LOTS 1-23, BLK BH, - FOR A TOTAL OF 464 RESIDENTIAL LOTS AND 15 COMMON LOTS.

PHASE 2B: 72.94 ACRE TRACT CONTAINING LOTS 1-64, 30X, BLK P, LOTS 1-16, 28X, BLK Q, LOTS 1-3, BLK R, LOTS 1-13, BLK BJ, LOTS 1-11, BLK BK, LOTS 1-12, BLK BL, LOTS 1-17, BLK BM, 33X, BLK BN, LOTS 1-26, BLK BO, LOTS 1-23, BLK BP, LOTS 1-10, 32X, BLK BQ, LOTS 1-7, 31X, BLK BR, 34X, BLK BS, - FOR A TOTAL OF 204 RESIDENTIAL LOTS AND 6 COMMON LOTS.

JUSTIN ETJ, DENTON COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: HILLWOOD COMMUNITIES			
ADDRESS: 3000 TURTLE CREEK BLVD.			
DALLAS, TEXAS 75219		Phone (469) 213-1800 11000 Frisco Street, Suite 400	
PHONE: (972) 201-2849		(888) 937-9150 Frisco, TX 75033	
CONTACT: KYLE JOYCE		www.westwood.com	
EMAIL: KYLE.JOYCE@HILLWOOD.COM		Westwood Professional Services, Inc.	
		TSPS FIRM REGISTRATION NO. F-11106	
		TSPS FIRM REGISTRATION NO. 10074501	

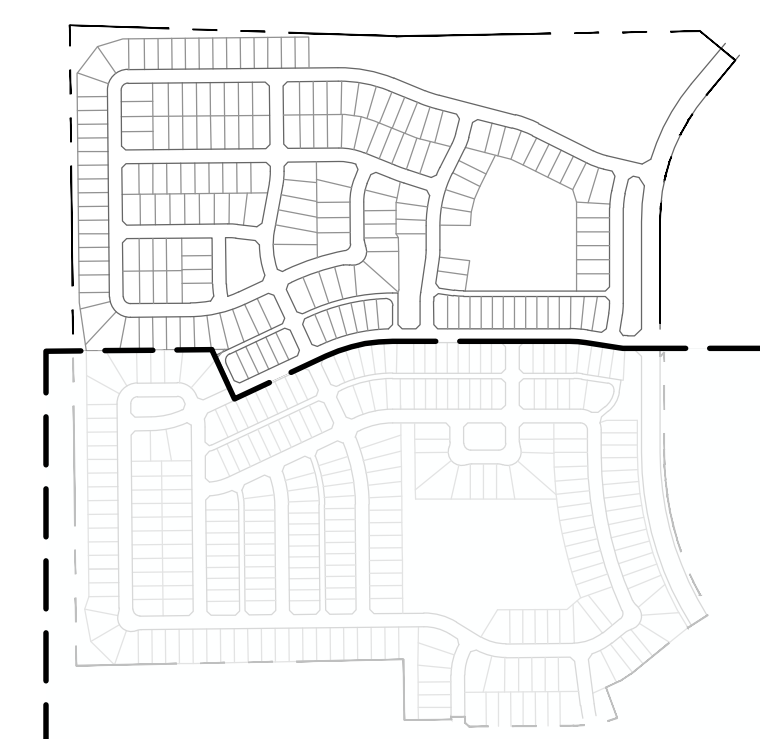
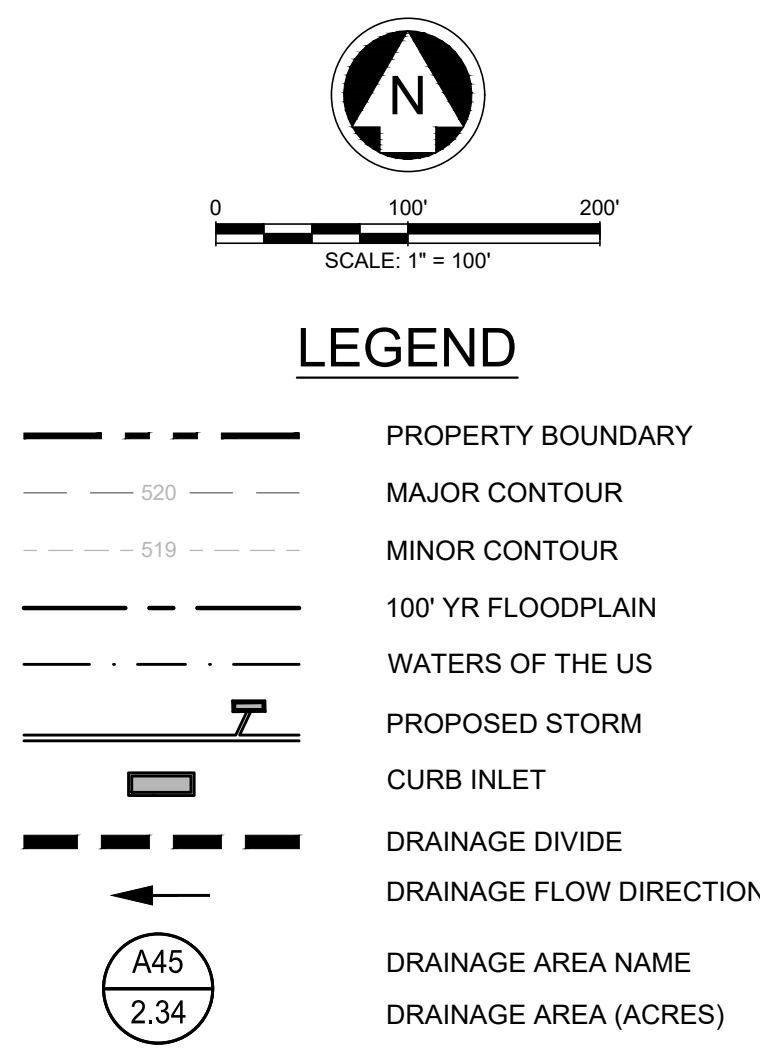
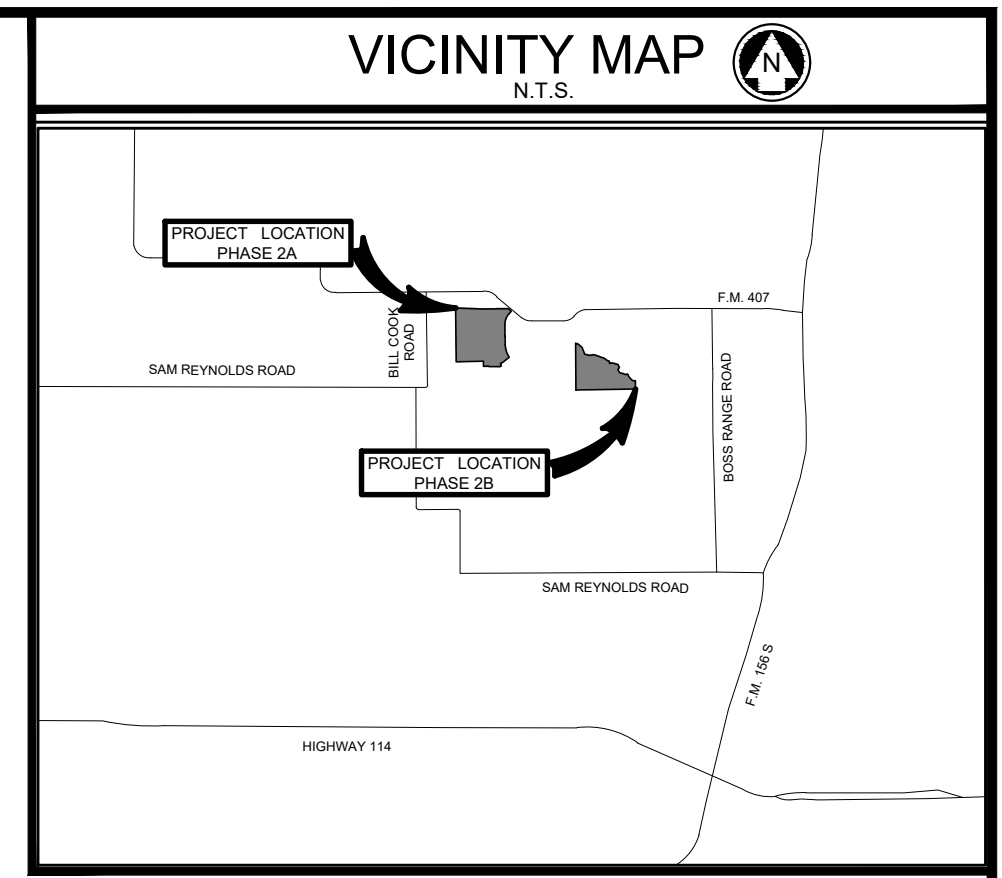
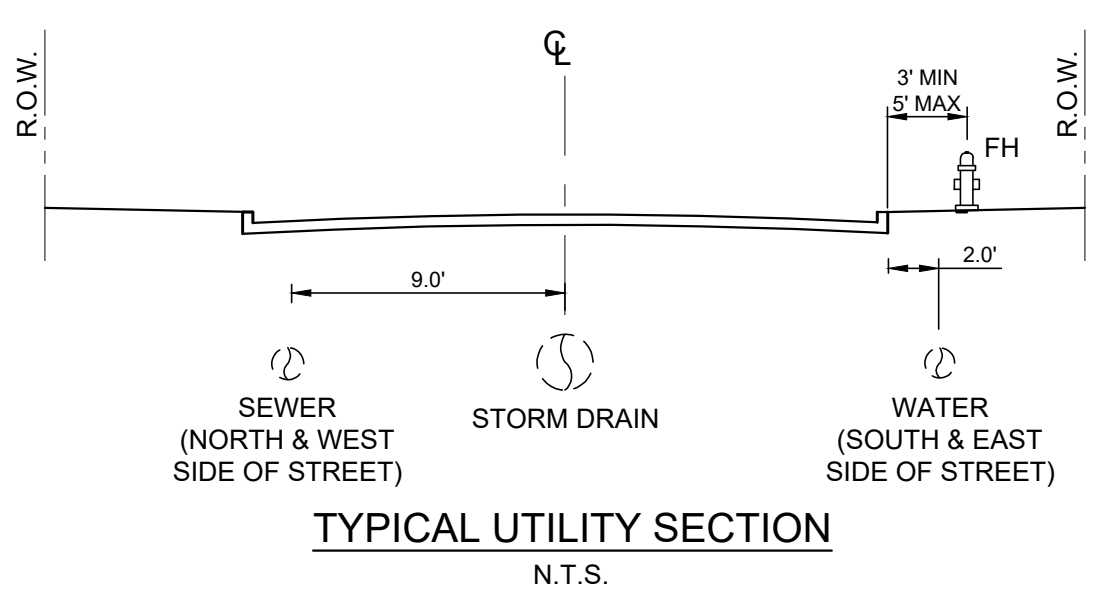
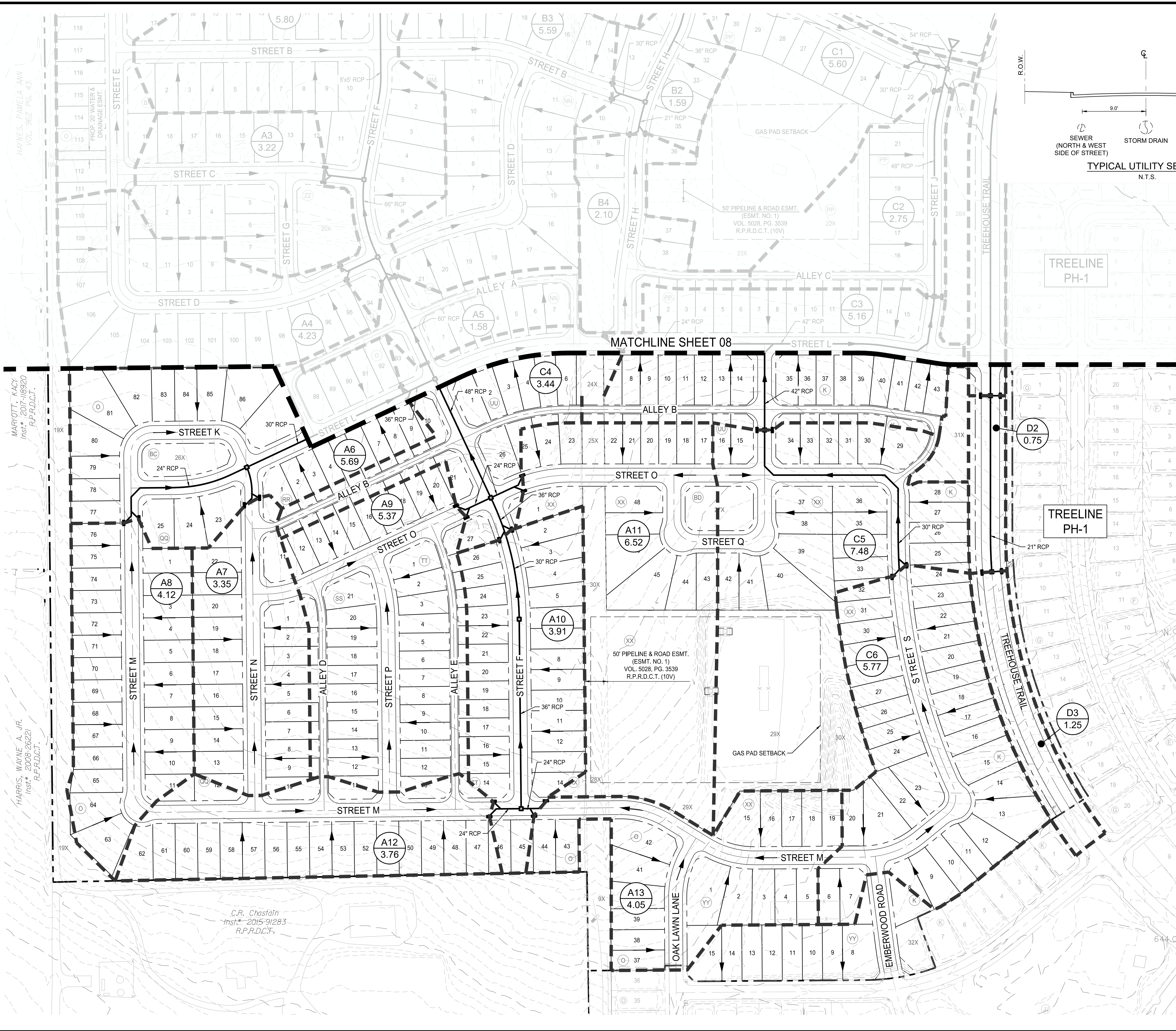
DATE: AUGUST 2024	DESIGNED: BSC/IS	SHEET
PELTON PROJECT #: HWR22015	DRAWN: EMF	06 OF 15
CITY CASE #:	REVIEWER: TRS	

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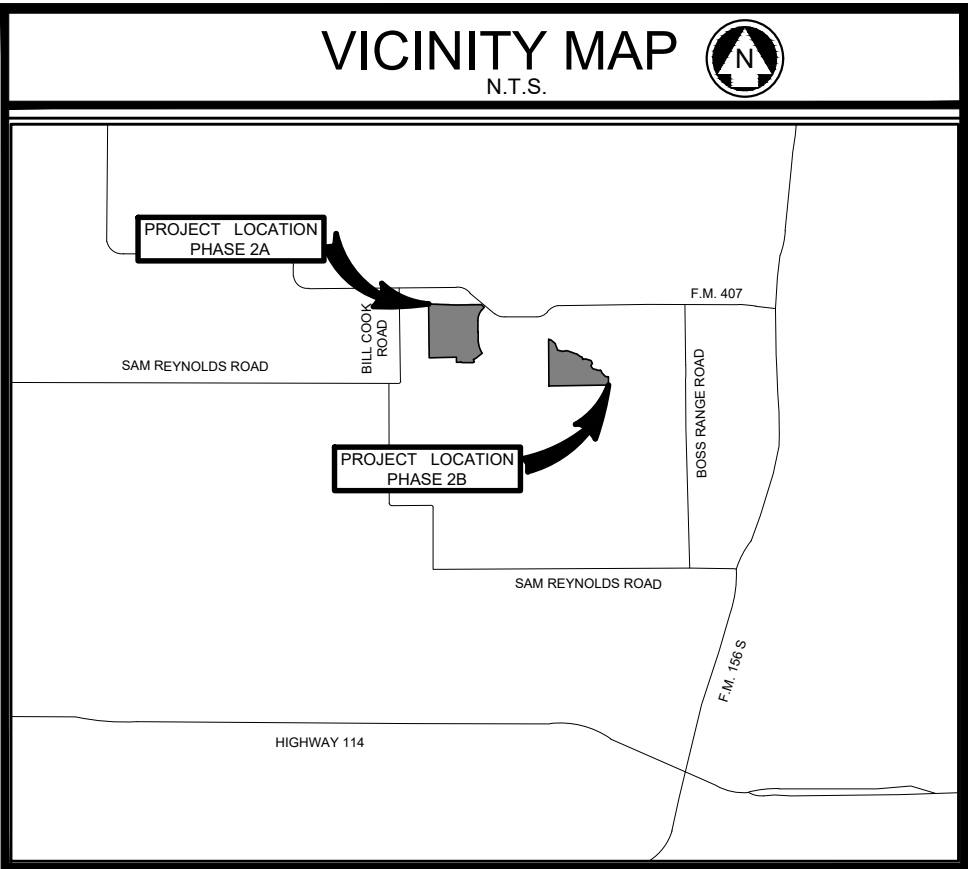
MARYOTT, KACY
Inst. # 2017-118920
R.P.R.D.C.T.

HARRIS, WAYNE A. JR.
Inst. # 2008-26221
R.P.R.D.C.T.

C.R. Chastain
Inst. # 2015-91283
R.P.R.D.C.T.



A PRELIMINARY DRAINAGE PLAN FOR TREELINE - PHASE 2		
PHASE 2A: 120.00 ACRE TRACT CONTAINING LOT 5X, BLK G; LOTS 8-43, 31X, BLK K; LOTS 1-11, BLK MM; LOTS 1-21, 21X, BLK NN; LOTS 37-137, 9X, 19X, BLK O; LOTS 1-38, 22X, 23X, BLK PP; LOTS 1-25, BLK QQ; LOTS 1-21, BLK RR; LOTS 1-21, BLK SS; LOTS 1-27, BLK TT; LOTS 1-26, 24X, 25X, BLK UU; LOTS 1-48, 28X, 29X, 30X, BLK VV; LOTS 1-15, BLK YY; 20X, BLK ZZ; 28X, BLK AA; 26X, BLK BB; 27X, BLK CC; LOTS 1-20, BLK DD; LOTS 1-19, BLK EE; LOTS 1-12, BLK FF; LOTS 1-23, BLK GG; LOTS 1-23, BLK HH; - FOR A TOTAL OF 464 RESIDENTIAL LOTS AND 15 COMMON LOTS.		
PHASE 2B: 72.94 ACRE TRACT CONTAINING LOTS 1-64, 30X, BLK P; LOTS 1-16, 28X, BLK Q; LOTS 1-13, BLK R; LOTS 1-13, BLK S; LOTS 1-11, BLK T; LOTS 1-12, BLK U; LOTS 1-17, BLK V; LOTS 1-26, BLK W; LOTS 1-25, BLK X; LOTS 1-10, 32X, BLK Y; LOTS 1-7, 31X, BLK Z; 34X, BLK AA; - FOR A TOTAL OF 204 RESIDENTIAL LOTS AND 6 COMMON LOTS.		
JUSTIN ETJ, DENTON COUNTY, TEXAS		
OWNER / DEVELOPER NAME: HILLWOOD COMMUNITIES ADDRESS: 3000 TURTLE CREEK BLVD. DALLAS, TEXAS 75219 PHONE: (972) 201-2849 CONTACT: KYLE JOYCE EMAIL: KYLE.JOYCE@HILLWOOD.COM		PLANNER / ENGINEER / SURVEYOR Westwood Phone: (469) 213-1800 Fax: (469) 937-9150 11000 Frisco Street, Suite 400 Frisco, TX 75033 www.westwoodps.com Westwood Professional Services, Inc. TOPICS FIRM REGISTRATION NO. 10074501
DATE: AUGUST 2024	DESIGNED: BSC/IS	SHEET
PELOTON PROJECT #: HWR22015	DRAWN: EMF	07 of 15
CITY CASE #:	REVIEWER: TRS	

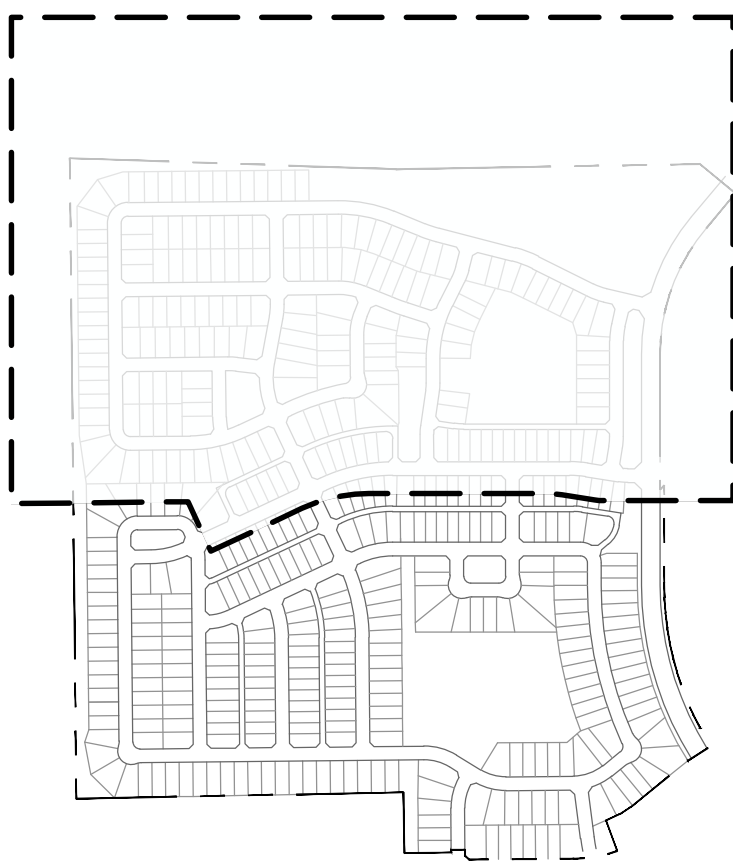


0 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY BOUNDARY
- MAJOR CONTOUR
- MINOR CONTOUR
- 100' YR FLOODPLAIN
- WATERS OF THE US
- PROPOSED STORM
- CURB INLET
- DRAINAGE DIVIDE
- DRAINAGE FLOW DIRECTION
- DRAINAGE AREA NAME
- DRAINAGE AREA (ACRES)

- NOTES:
- ALL STORM SEWER PIPES TO BE 18" UNLESS OTHERWISE NOTED.
 - STORM WILL BE PLACED ALONG STREET CENTERLINE.
 - ALL INLETS ARE 10" INLETS UNLESS OTHERWISE NOTED.
 - ALL HEADWALLS CONNECTED TO 48" OR SMALLER RCP SHALL BE SLOPED HEADWALLS AND CONSTRUCTED ACCORDING TO THE CITY OF JUSTIN STANDARD DETAILS.
 - ALL PUBLIC IMPROVEMENT SHALL MEET CITY OF JUSTIN STANDARDS.
 - ALL STREET AND STORM SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
 - ALL OPEN SPACES AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.



A PRELIMINARY DRAINAGE PLAN FOR
TREELINE - PHASE 2

PHASE 2A: 120.00 ACRE TRACT CONTAINING LOT 5X, BLK G; LOTS 8-43, 31X, BLK K; LOTS 1-11, BLK MM; LOTS 1-21, BLK NN; LOTS 37-137, 8X, 19X, BLK O; LOTS 1-38, 22X, 23X, BLK PP; LOTS 1-25, BLK QQ; LOTS 1-21, BLK RR; LOTS 1-21, BLK SS; LOTS 1-27, BLK TT; LOTS 1-28, 24X, 25X, BLK UU; LOTS 1-48, 28X, 29X, 30X, BLK XX; LOTS 1-15, BLK YY; 20X, BLK ZZ; 28X, BLK AA; 28X, BLK BB; 27X, BLK DD; LOTS 1-20, BLK EE; LOTS 1-19, BLK FF; LOTS 1-12, BLK GG; LOTS 1-23, BLK HH - FOR A TOTAL OF 464 RESIDENTIAL LOTS AND 15 COMMON LOTS.

PHASE 2B: 72.94 ACRE TRACT CONTAINING LOTS 1-64, 30X, BLK P; LOTS 1-16, 28X, BLK Q; LOTS 1-3, BLK R; LOTS 1-13, BLK S; LOTS 1-11, BLK BK; LOTS 1-12, BLK BL; LOTS 1-17, BLK BM; 33X, BLK BN; LOTS 1-26, BLK BO; LOTS 1-23, BLK BP; LOTS 1-10, 32X, BLK BQ; LOTS 1-7, 31X, BLK BR; 34X, BLK BS - FOR A TOTAL OF 204 RESIDENTIAL LOTS AND 6 COMMON LOTS.

JUSTIN ETJ, DENTON COUNTY, TEXAS

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www.westwoodps.com
Westwood Professional Services, Inc.
100% FIRM REGISTRATION NO. 11170
TOPS FIRM REGISTRATION NO. 1007401

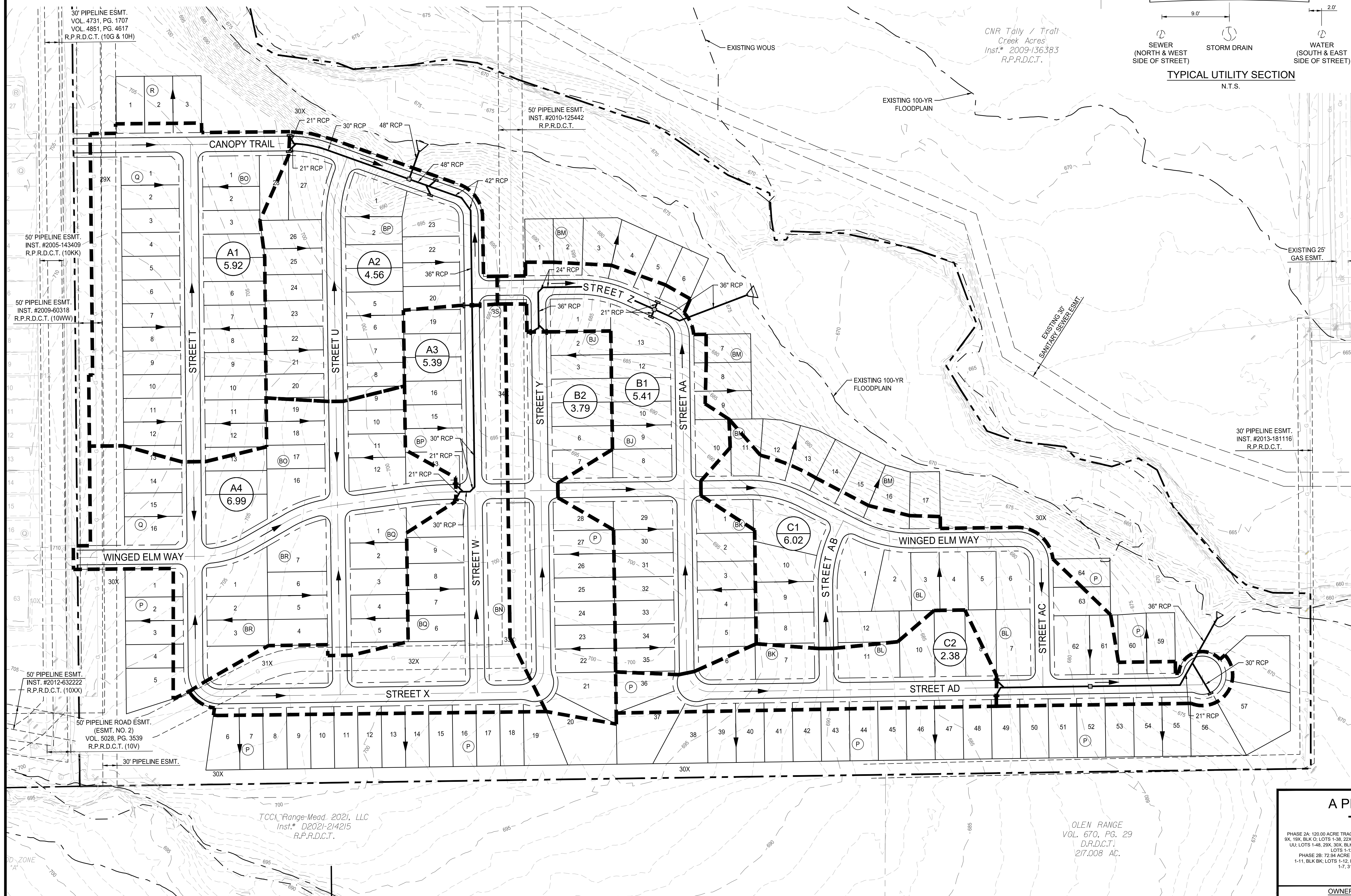
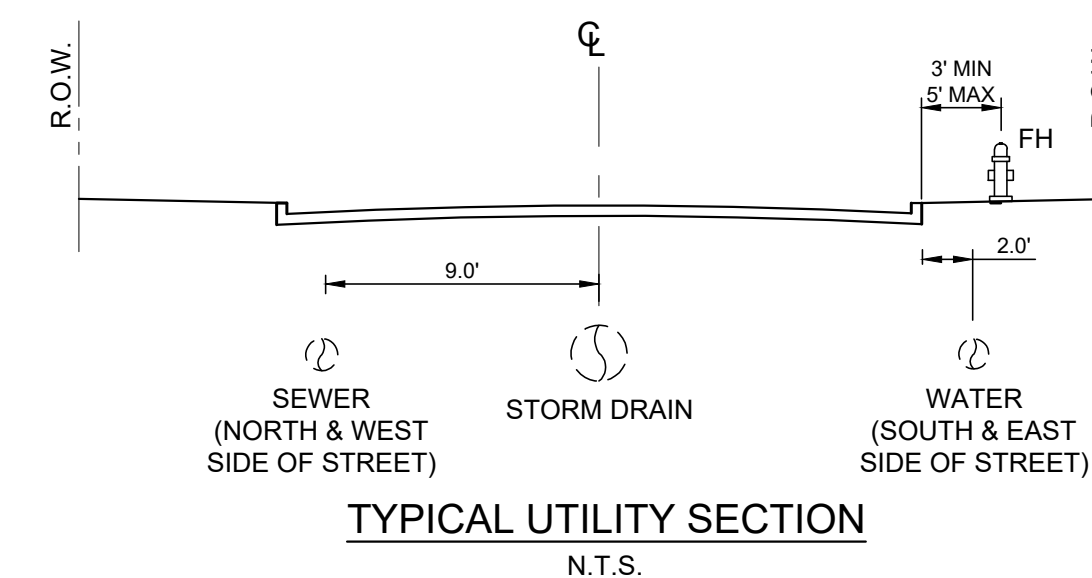
DATE: AUGUST 2024
DRAWN: EMF
CITY CASE #:

DESIGNED: BSC/IS
REVIEWER: TRS

SHEET
08 of 15

- | | |
|---|-------------------------|
|  | PROPERTY BOUNDARY |
|  | MAJOR CONTOUR |
|  | MINOR CONTOUR |
|  | 100' YR FLOODPLAIN |
|  | WATERS OF THE US |
|  | PROPOSED STORM |
|  | CURB INLET |
|  | DRAINAGE DIVIDE |
|  | DRAINAGE FLOW DIRECTION |
|  | DRAINAGE AREA NAME |
|  | DRAINAGE AREA (ACRES) |

1. ALL STORM SEWER PIPES TO BE 18" UNLESS OTHERWISE NOTED.
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4. ALL HEADWALLS CONNECTED TO 48" OR SMALLER RCP SHALL BE SLOPED HEADWALLS AND CONSTRUCTED ACCORDING TO THE CITY OF JUSTIN STANDARD DETAILS.
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6. STREET AND STORM SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
7. ALL OPEN SPACES AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.

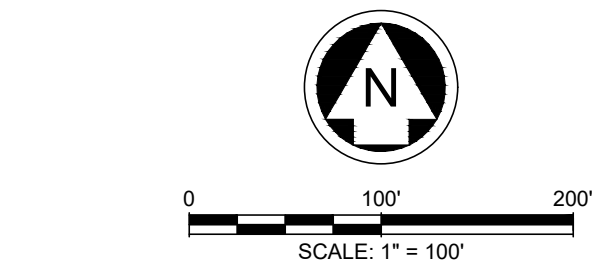


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CITY CASE #:	

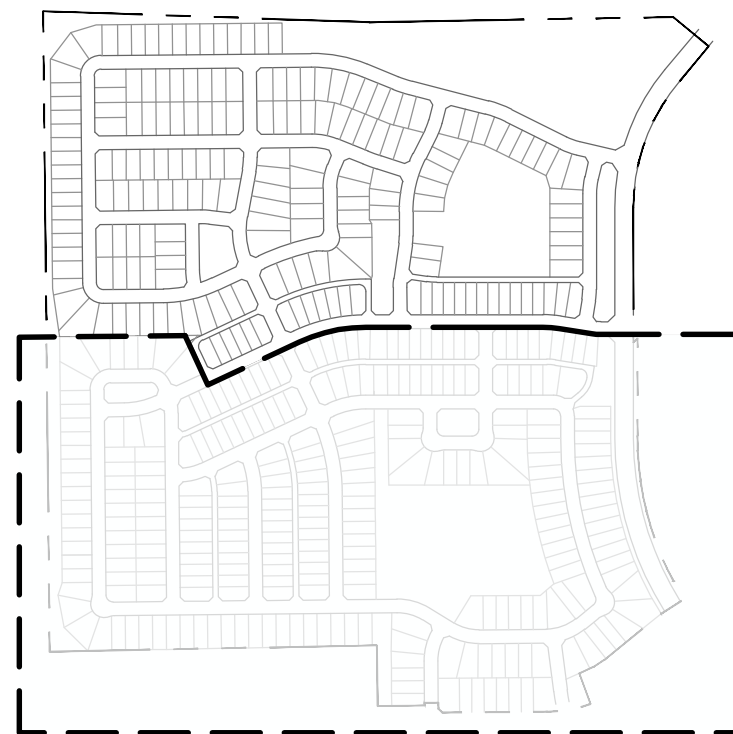
DESIGNED:	BSC/IS
DRAWN:	EMF
REVIEWER:	TRS

SHEET
09 OF 15



PROPERTY BOUNDARY
 PROPOSED SEWER LINE
 PROPOSED WATER LINE
 EXISTING SEWER LINE
 EXISTING WATER LINE

- NOTES:
1. ALL WATERLINES TO BE 8" PVC UNLESS OTHERWISE SPECIFIED.
 2. ALL PUBLIC IMPROVEMENT SHALL MEET CITY OF JUSTIN STANDARD.
 3. ALL WASTEWATER LINES TO BE 8" PVC UNLESS OTHERWISE SPECIFIED.
 4. ALL STREET AND STORM SEWER SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
 5. ALL OPEN SPACES AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
 6. ALL WATER AND WASTEWATER LINES SHALL MAINTAIN A MINIMUM 9' OF SEPARATION PER TCEO STANDARDS.
 7. MINIMUM 500' FIRE HYDRANT SPACING.



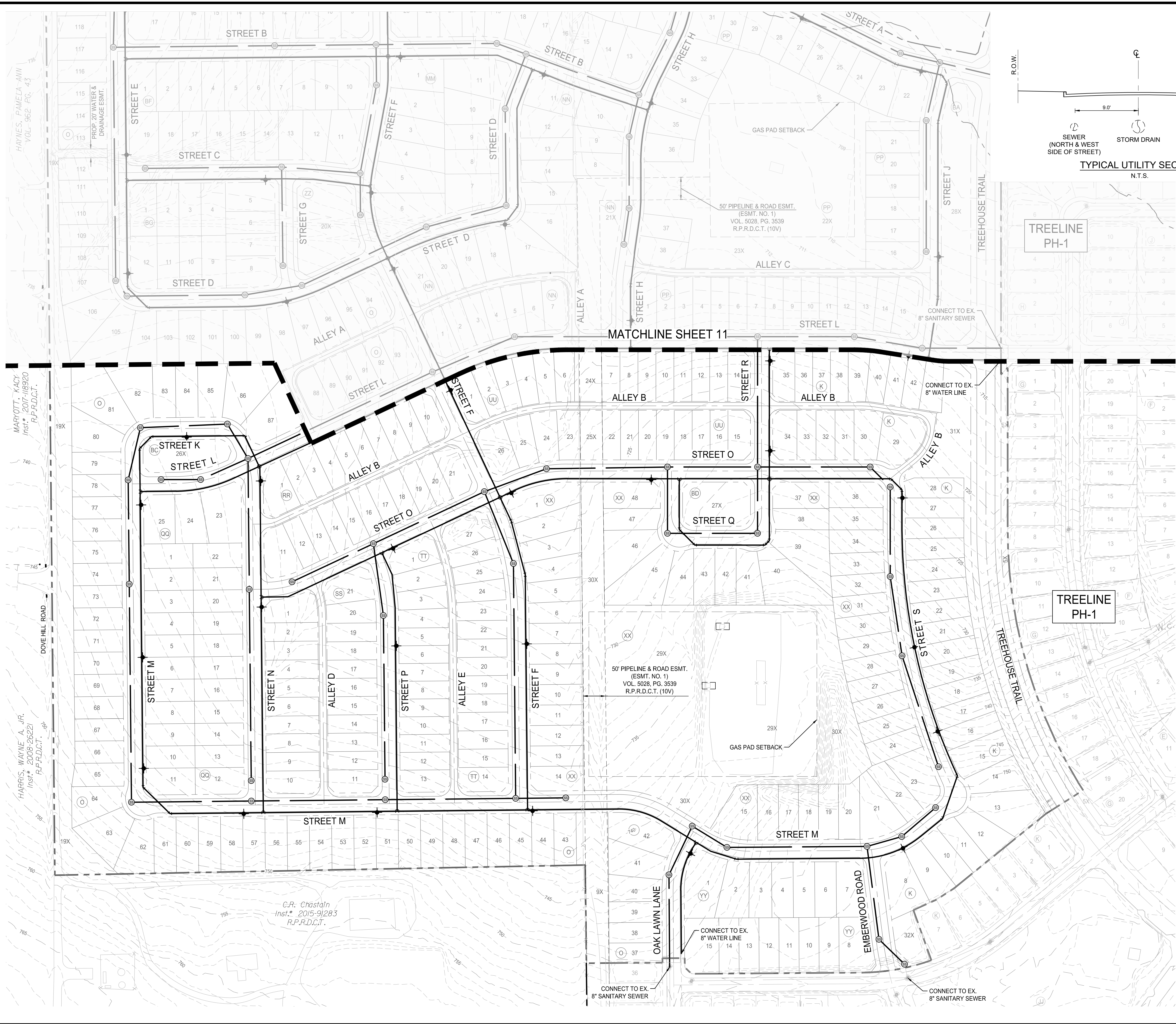
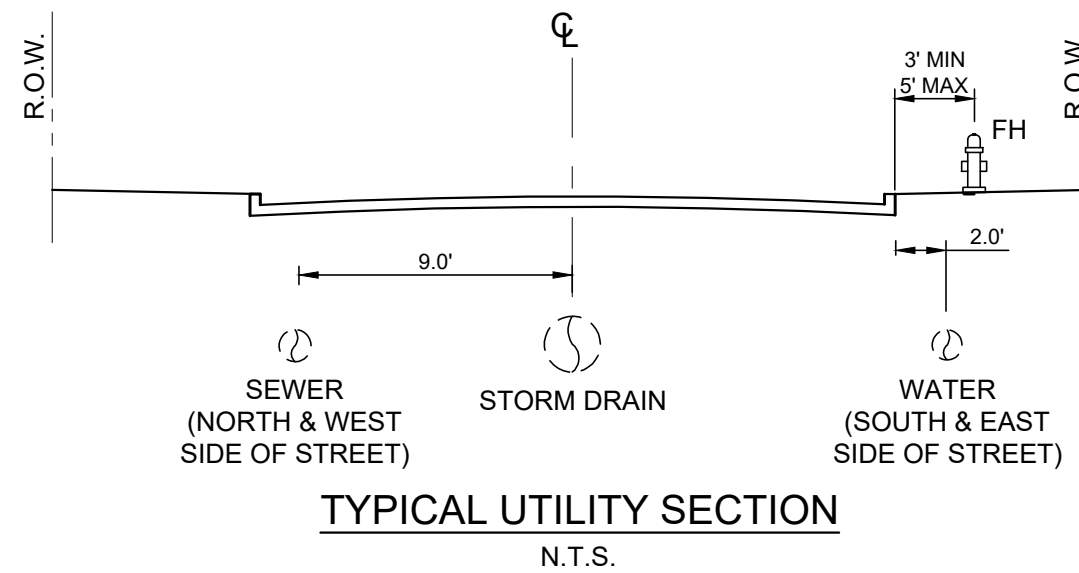
JUSTIN ETJ, DENTON COUNTY, TEXAS

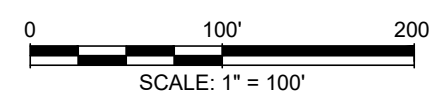
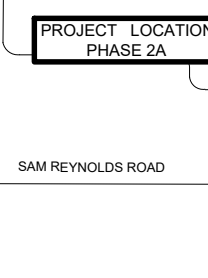
BA; LOT 24X, BLK BB; LOT 25X BLK BC; LOT 26X BLK BU; - FOR A TOTAL OF 484 RESIDENTIAL LOTS AND 14 COMMON LOTS;
PHASE 2B: 72.94 ACRE TRACT CONTAINING LOTS 64-121, 30X, BLK P; LOTS 17-32, 29X, BLK Q; LOTS 28-32, BLK R; LOTS 1-27, BLK BE;
LOTS 1-20, BLK BF; LOTS 1-10, 32X, BLK BG; LOTS 1-7, 31X, BLK BH; LOTS 1-27, BLK BJ; LOTS 1-16, BLK BK; LOTS 1-11, BLK BL; LOT 34X
BLK BM; LOT 33X BLK BN; LOT 35X, BLK BF; - FOR A TOTAL OF 198 RESIDENTIAL LOTS AND 7 COMMON LOTS.

JUSTIN ETJ, DENTON COUNTY, TEXAS

<u>OWNER / DEVELOPER</u> NAME: HILLWOOD COMMUNITIES ADDRESS: 3000 TURTLE CREEK BLVD. DALLAS, TEXAS 75219 PHONE: (972) 201-2849 CONTACT: KYLE JOYCE EMAIL: KYLE.JOYCE@HILLWOOD.COM	<u>PLANNER / ENGINEER / SURVEYOR</u> Westwood Phone (469) 213-1800 11000 Frisco Street, Suite 400 Toll Free (888) 937-5150 Frisco, TX 75033 www.westwood.com Westwood Professional Services, Inc. TOP FIRM REGISTRATION NO. 1-1759
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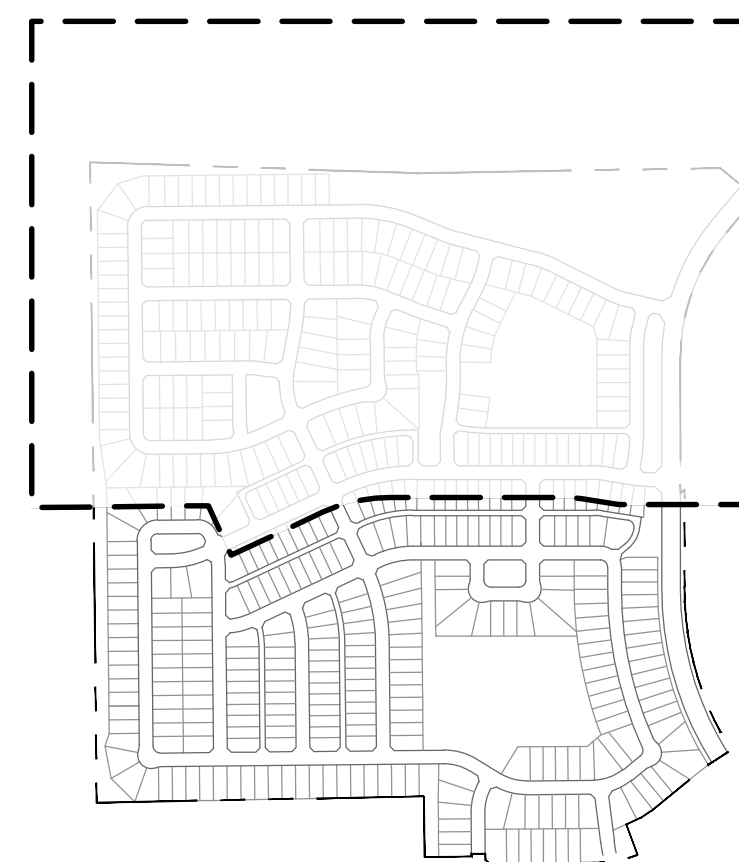
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PROPERTY BOUNDARY
PROPOSED SEWER LINE
PROPOSED WATER LINE
EXISTING SEWER LINE
EXISTING WATER LINE

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 6. ALL WATER AND WASTEWATER LINES SHALL MAINTAIN A MINIMUM 9" OF SEPARATION PER TCEO STANDARDS.
 7. MINIMUM 500' FIRE HYDRANT SPACING.



PHASE 2A: 120 Q ACCT TRACT CONTAINING LOT 5X, BLK 2X, LOTS 6-43, 29X, 30X, BLK N, LOTS 37-57, 7Y, 16X, BLK Q, LOTS 1-20, BLK HH, LOTS 1-19, BLK JJ, LOTS 1-12, BLK KK, LOTS 1-23, BLK LL, LOTS 1-11, BLK MM, LOTS 1-21, BLK NN, LOTS 1-36, 22X, 23X, BLK PP, LOTS 1-25, BLK QQ, LOTS 1-21, BLK RR, LOTS 1-21, BLK SS, LOTS 1-27, BLK TT, LOTS 1-26, BLK UU, LOTS 1-48, 7T, 28X, BLK XX, LOTS 1-15, BLK YY, LOT 20X, BLK ZZ, LOT 21X, BLK BA, LOT 24X, BLK BB, LOT 125X, BLK BC, LOT 26X, BLK BD - FOR A TOTAL OF 484 RESIDENTIAL LOTS AND 14 COMMON LOTS.

PHASE 2B: 72 BA Q ACCT TRACT CONTAINING LOTS 64-71, 30X, BLK P, LOTS 17-32, BLK Q, LOTS 1-32, BLK R, LOTS 1-27, BLK S, LOTS 1-20, BLK BF, LOTS 1-20, BLK BG, LOTS 1-20, BLK BH, LOTS 1-20, BLK BI, LOTS 1-20, BLK BJ, LOTS 1-20, BLK BK, LOTS 1-20, BLK BL, LOTS 1-20, BLK BM, LOT 33X, BLK BN, LOT 35X, BLK BO - FOR A TOTAL OF 168 RESIDENTIAL LOTS AND 7 COMMON LOTS.

OWNER / DEVELOPER
NAME: HILLWOOD COMMUNITIES
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EMAIL: KYLE.JOYCE@HILLWOOD.COM

Westwood

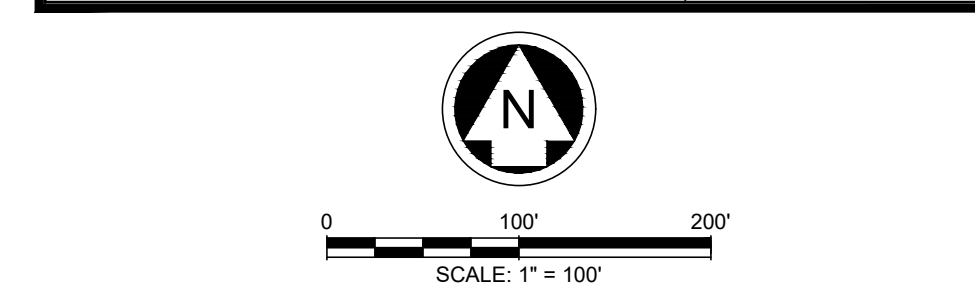
Phone (469) 213-1800 11000 Frisco Road
Toll Free (888) 937-5150 Frisco, TX 75034
westwoodps.com

Westwood Professional Services, Inc.
 TBPE FIRM REGISTRATION NO. F-11756
 7000 G. FARM ROAD, SUITE 100, HOUSTON, TX 77056

DESIGNED:	BSC/IS
DRAWN:	EMF
REVIEWER:	TRS

SHEET

11 OF 15



- NOTES:
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 6. ALL WATER AND WASTEWATER LINES SHALL MAINTAIN A MINIMUM 9' OF SEPARATION PER TCEC STANDARDS.
 7. MINIMUM 500 FIVE HYDRANT SPACING.

PHASE 2A: 120.00 ACRES TRACT CONTAINING LOTS 53, BLK G, LOTS 8-43, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866,

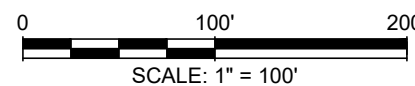
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Westwood Professional Services, Inc.
TBPB FIRM REGISTRATION NO. F-11756

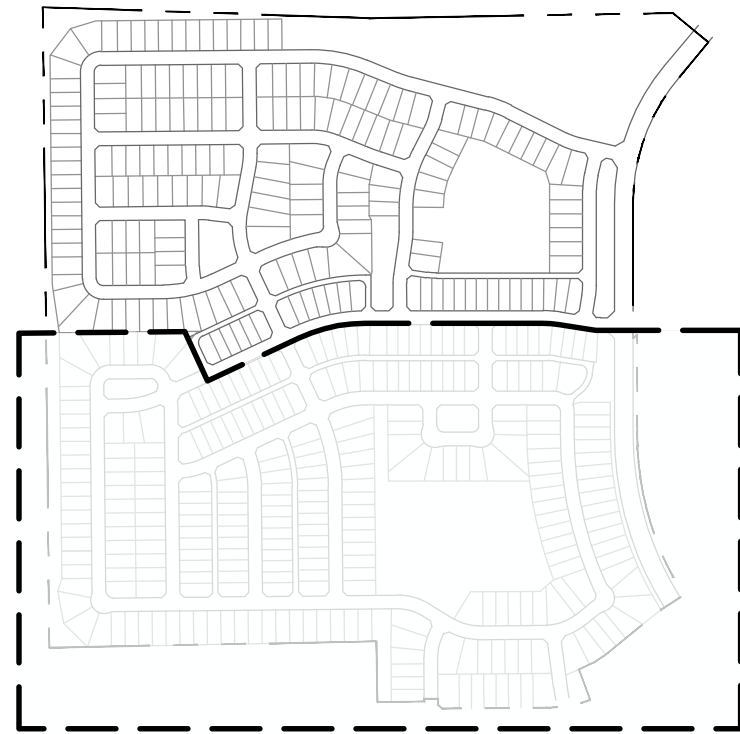
SHEET
12 OF 15

Drawing: G:\08\HW\2015_Deblock_Tract_Frisco\3_Design\32_Entitlements\322_Preliminary\Plat\Sheets\HW\2015-C-UTILITY-2B



PHASE LINE
 EXISTING MAJOR CONTOURS
 EXISTING MINOR CONTOURS
 PROPOSED LIGHT POLE 1-FIXTURE
 PROPOSED STREET SIGN
 PROPOSED STOP SIGN

- NOTES:
1. REFER TO CITY OF JUSTIN ON NOTES AND STANDARD DETAILS.
 2. CENTER OF LIGHT POLES AND STREET SIGNS TO BE LOCATED 1.5' OFF BACK OF CURB.
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PHASE 2A - 120 QM ACRE TRACT CONTAINING LOT 6X, BLK G-1, LOTS 8-43, 31X, 32X, BLK K, LOTS 1-11, BLK MM, LOTS 1-21, 21X, BLK NN, LOTS 37-37.9, 19X, BLK O, LOTS 1-36, 22X, 23X, BLK PP, LOTS 1-25, BLK QQ, LOTS 1-31, BLK RR, LOTS 1-21, BLK SS, LOTS 1-27, BLK TT, LOTS 1-26, 24X, 25X, BLK UU, LOTS 1-48, 26X, 30X, BLK VV, LOTS 1-15, BLK YY, 20X, 22X, 28X, BLK AA, 26X, 27X, BLK BB, 27X, BLK DD, LOTS 1-20, BLK EE, LOTS 1-19, BLK FF, LOTS 1-12, BLK GG, LOTS 1-23, BLK HH, FOR A TOTAL OF 464 RESIDENTIAL LOTS AND 15 COMMON LOTS

PHASE 2B: 72.9Q M ACRE TRACT CONTAINING LOT 34, BLK B, LOTS 1-15, BLK C, LOTS 1-15, BLK D, LOTS 1-15, BLK E, LOTS 1-15, BLK F, LOTS 1-15, BLK G, LOTS 1-15, BLK H, LOTS 1-15, BLK I, LOTS 1-15, BLK J, LOTS 1-15, BLK K, LOTS 1-15, BLK LL, LOTS 1-15, BLK MM, 33X, BLK NN, LOTS 1-28, BLK OO, LOTS 1-23, BLK PP, LOTS 1-10, 32X, BLK QQ, LOTS 1-7, 31X, BLK RR, 34X, BLK SS, 34X, FOR A TOTAL OF 204 RESIDENTIAL LOTS AND 6 COMMON LOTS.

OWNER / DEVELOPER
NAME: HILLWOOD COMMUNITIES
ADDRESS: 3000 TURTLE CREEK BLVD
DALLAS, TEXAS 75219
PHONE: (972) 201-2849
CONTACT: KYLE JOYCE
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Westwood

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Toll Free (888) 937-5150 Frisco, TX 75033
westwoodps.com

Westwood Professional Services, Inc.
TYPE FROM REGISTRATION NO. F-11756
TYPE FROM A SUBREGISTRATION NO. F-11756-01

SHEET

13 OF 15

D:\Projects\2022\2022-160637\15_Prelim\15_Prelim.dwg
User: kjoyce
Plot Date: 8/10/2024 4:30 PM
Plot Time: 8/10/2024 4:30 PM

GREENPAK SOLUTIONS, LLC
Inst.# 2022-160637
R.P.R.D.C.T.

APOLLO SUPPORT & RESCUE INC
Inst.# 2015-130013
R.P.R.D.C.T.

HAYNES, PAMELA ANN
VOL. 962 PG. 43

Bloomfield Homes, LP
Inst.# 2021-180345 (Tract 3)
R.P.R.D.C.T.

HT HWY 114, LP
Inst.# 2020-37550
R.P.R.D.C.T.

Bloomfield Homes, LP
Inst.# 2021-180345 (Tract 2)
R.P.R.D.C.T.

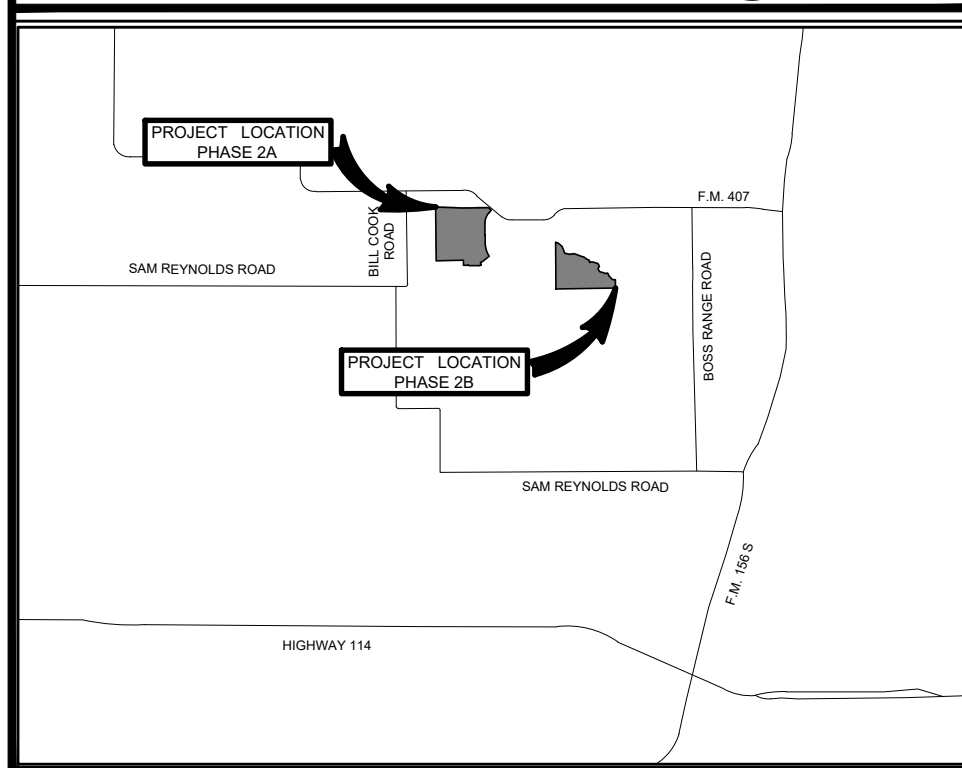
HWC JUSTIN 407, LLC
INST. #2022-90993
TRACT 2
R.P.R.D.C.T.

50' PIPELINE & ROAD ESMT.
(ESMT. NO. 1)
VOL. 5028, PG. 3539
R.P.R.D.C.T. (10V)

TREELINE
PH-1

MATCHLINE SHEET 13

VICINITY MAP
N.T.S.

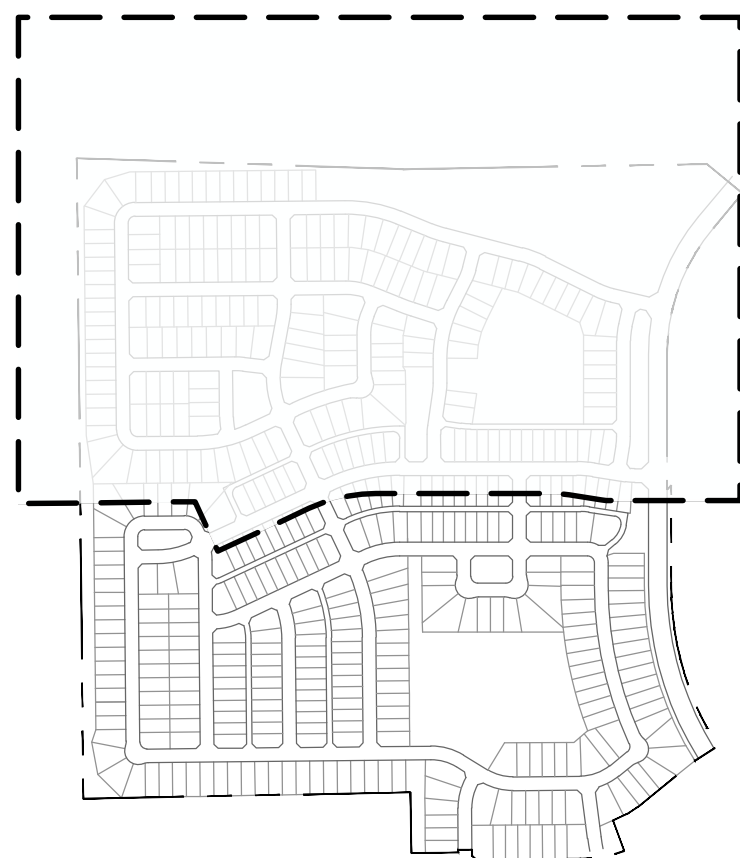


0 100' 200'
SCALE: 1" = 100'

LEGEND

- PHASE LINE
- EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- PROPOSED LIGHT POLE
- 1-FIXTURE
- PROPOSED STREET SIGN
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A PRELIMINARY LIGHTING PLAN FOR TREELINE - PHASE 2

PHASE 2A: 120.00 ACRE TRACT CONTAINING LOTS 5X, BLK G: LOTS 8-43, 31X, 32X, BLK K: LOTS 1-11, BLK MM: LOTS 1-21, BLK NN: LOTS 37-137, 8X, 19X, BLK O: LOTS 1-38, 23X, BLK PP: LOTS 1-25, BLK QQ: LOTS 1-21, BLK RR: LOTS 1-21, BLK SS: LOTS 1-27, BLK TT: LOTS 1-26, 24X, 25X, BLK UU: LOTS 1-48, 29X, 30X, BLK XX: LOTS 1-15, BLK YY: 20X, BLK ZZ: 28X, BLK BA: 20X, BLK BC: 27X, BLK BD: LOTS 1-20, BLK BE: LOTS 1-19, BLK BF: LOTS 1-12, BLK BG: LOTS 1-23, BLK BH: - FOR A TOTAL OF 464 RESIDENTIAL LOTS AND 15 COMMON LOTS.

PHASE 2B: 72.94 ACRE TRACT CONTAINING LOTS 1-64, 30X, BLK P: LOTS 1-16, 28X, BLK Q: LOTS 1-3, BLK R: LOTS 1-13, BLK S: LOTS 1-11, BLK BK: LOTS 1-12, BLK BL: LOTS 1-17, BLK BM: 33X, BLK BN: LOTS 1-26, BLK BO: LOTS 1-23, BLK BP: LOTS 1-10, 32X, BLK BQ: LOTS 1-7, 31X, BLK BR: 34X, BLK BS: - FOR A TOTAL OF 204 RESIDENTIAL LOTS AND 6 COMMON LOTS.

JUSTIN ETJ, DENTON COUNTY, TEXAS

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Westwood

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Tel/Fax (888) 937-9150 Frisco, TX 75033
www.westwoodps.com
Westwood Professional Services, Inc.
TOPICS FIRM REGISTRATION NO. 11170
TOPICS FIRM REGISTRATION NO. 10074501

DATE: AUGUST 2024

PELOTON PROJECT #: HWR22015

CITY CASE #:

DESIGNED: BSC/IS

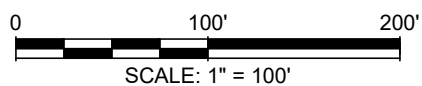
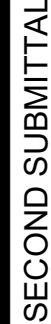
DRAWN: EMF

REVIEWER: TRS

SHEET

14 OF 15

TREELINE PHASE 2 - PRELIMINARY PLAN



 PHASE LINE
 EXISTING MAJOR CONTOURS
 EXISTING MINOR CONTOURS
 PROPOSED LIGHT POLE
 1-FIXTURE
 PROPOSED STREET SIGN
 PROPOSED STOP SIGN

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Toll Free	(888) 937-5150	Frisco, TX 75033

Westwood Professional Services, Inc.
TYPE FIRM REGISTRATION NO. F-11756

DATE: AUGUST 2024

PEL OTON PROJECT #: HWR22015

CITY CASE #:

DESIGNED: BSC/IS

DRAWN: EME

REVIEWER: TRS

SHEET

5 OF 15

Drawing: G:\OBJ\HWR\2015_Delblock_Tract_Frisco\3_Design\32_Entitlements\322_PreliminaryPlat.Sheets\HWR2015-C-LSB-28

RESOLUTION NO. 718-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING THE PRELIMINARY PLAT FOR THE TREELINE DEVELOPMENT, PHASE 2

WHEREAS, the Applicant has submitted a request for approval of the preliminary plat for the Treeline Development, Phase 2, consisting of 664 residential lots; and

WHEREAS, the City has reviewed the application and supporting documentation, including plans for water, sewer, roadways, and drainage; and

WHEREAS, the City has determined that the proposed development complies with all applicable regulations and requirements;

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

DULY PASSED by the City Council of the City of Justin, Texas, on the 24th day of October 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 8. (CONSENT AGENDA)

Title: Consider approving Resolution 720-24 adopting the 2025 City Council Meeting Calendar; and take appropriate action.

Department: Administration

Contact: Amy Piukana, City Secretary

Recommendation:

Staff recommends approval of a 2025 City Council meeting calendar.

Background:

The City Council will annually create a meeting calendar with set regular meeting dates, which will be posted on the city's website and shared with developers for plan submittals and projects. The proposed draft of the City Council calendar schedules meetings for the second and fourth Thursday of the month, with exceptions noted. The draft calendar also includes city board meetings held at City Hall. The City Council may convene a special meeting if necessary, with a quorum of members required for city business.

City Attorney Review: N/A

Attachments:

1. 2025 Proposed Calendar

City of Justin 2025 Meeting Schedule - Thursday Meetings

January 2025

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

CC Council Meetings
PZ Planning & Zoning Meetings
O Council Orientation
H Town Holiday

MC Municipal Court
PR Parks Board
EDC EDC/CDC

R Budget / Meeting Retreats (TBD)

1/09: Governance Training
 1/09 -23: Call the election

TBD: Council Budget Retreat - All Day

Months

January
February
March
April
May
June
July
August
September
October
November
December

startDate 1/1/2025

Month Names:

This named range (months) is used as the input for the combo box.

The Start Date:

This named formula (startDate) is the first day of the first month in the yearly calendar, defined by the month and year chosen by the user.

Method for creating a monthly calendar without using arrays

Usi

January 2025						
	Sun	Mon				
	1	2				
1						
2	5	6				
3	12	13				
4	19	20				
5	26	27				
6						

How it Works:

This calendar is included to show how the more complex array function works. Note the use of mixed absolute and relative references that enable you to copy the formula down and across. This is basically what the array formula is doing for you.

Janu
S
5
12
19
26

monthNames startDate

January 1/1/2025
February 2/1/2025
March 3/1/2025
April 4/1/2025
May 5/1/2025
June 6/1/2025
July 7/1/2025
August 8/1/2025
September 9/1/2025
October 10/1/2025
November 11/1/2025
December 12/1/2025
January 1/1/2026
February 2/1/2026
March 3/1/2026
April 4/1/2026
May 5/1/2026
June 6/1/2026
July 7/1/2026
August 8/1/2026
September 9/1/2026
October 10/1/2026
November 11/1/2026

Adding additional months:

Insert a new row (before the last month in the list) and copy the formulas down.

December	12/1/2026
January	1/1/2027
February	2/1/2027



ng arrays

uary 2025

M	T	W	Th	F	Sa
		1	2	3	4
6	7	8	9	10	11
13	14	15	16	17	18
20	21	22	23	24	25
27	28	29	30	31	



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 1. (PUBLIC HEARING(S))

Title: Conduct a Public Hearing to consider approving Resolution 719-24 waiving all building permit and impact fees for the Habitat for Humanity Project; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration based upon the request.

Background:

Habitat for Humanity has requested the Council's consideration to waive impact fees for an upcoming Habitat for Humanity project within the City of Justin located at 122 N. College Avenue. This project aims to provide affordable housing to families in need and will directly contribute to our shared goals of community development and improved quality of life.

Impact Fees:

Impact fees are essential for funding public infrastructure improvements such as water, sewer, and roads. However, in cases where a project aligns with the public good and directly benefits the community, cities often provide waivers or discounts on these fees. Habitat for Humanity operates as a non-profit organization, building affordable homes that empower families through homeownership, while fostering community engagement. Waiving the impact fees for this project would demonstrate the City's support for these values and promote further public-private collaboration. The total waiver would be up to \$19,500. Of the \$19,500 approximately \$14,000 is made up of impact fees (water, sewer, and roadway)

Fiscal Cost:

The impact to waiving these fees will be minimal based on the revenues collected from last fiscal year. The building permits issued were approximately double what Staff had predicted, meaning that the City

collected almost double the amount of impact fees from the previous fiscal year.

Action:

Open Public Hearing
Close Public Hearing
Make a motion

City Attorney Review: No

Attachments:

1. Sec. 48 278. Relief procedures.
2. Sec. 52 3. Fees charges and expenses.
3. Proposed Fees
4. Proposed Resolution
5. Email HH
6. Narrative Statement- Habitat for Humanity

Sec. 48-278. Relief procedures.

- (a) Any person who has paid an impact fee, or an owner of land upon which an impact fee has been paid, may petition the city council to determine whether any duty required by this article has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within 60 days of the request. If the city council determines that the duty is required pursuant to this article and is late in being performed, it shall cause the duty to commence with 60 days of the date of the request and to continue until completion.
- (b) Upon written request by the property owner or applicant, the city council may reduce or waive the amount of the impact fees imposed by this article, following a public hearing, only upon finding that the imposition of such fees, together with any dedication or construction of capital improvements required as a condition of development approval, is disproportionate to the nature and extent of the new development proposed.
 - (1) The appellant must file a notice of appeal with the city secretary within 30 days following the administrative decision of the impact fee due. If the notice of appeal is accompanied by payment in an amount equal to the original determination of the impact fee due, the development application may be processed while the appeal is pending. The appeal under this provision may be combined with an appeal of a construction requirement imposed by the city's subdivision regulations.
 - (2) The notice of appeal shall allege that the requirement is not roughly proportional to the nature and extent of the development being proposed. Thereafter, the appellant shall provide a study, including the following information, to support his claim:
 - a. Total number of service units attributable to the development and equivalency tables provided by the city. Service units also shall be estimated for each proposed or planned use in the original or revised preliminary plat of which the development is a part.
 - b. Appraised value of the land required to be dedicated, if any, for nonsite related facilities.
 - c. Value of construction, if any, for nonsite related facilities, less any proposed participation or contribution by the city.
 - d. Total estimated impact fees due for the development, utilizing schedule 2 of the impact fees article then in effect, together with impact fees due for each proposed or planned use in the original or revised preliminary plat of which the development is a part. Estimated impact fees shall be discounted by any available offsets.
 - (3) The city council shall hear the appeal and determine whether requirements imposed by the subdivision regulations, or under the impact fees article, or the combination of requirements, are roughly proportional to the nature and extent of the development proposed. In reaching such determination, the council shall take into account the information in the study supplied by the appellant, the total costs to the city for all development associated with the original or revised preliminary plat of which the proposed development is a part, and the extent to which requirements imposed by the city benefit the proposed development.
 - (4) Following such determination, the city council shall affirm or modify the requirement imposed. The council may take any of the following actions if it finds that the requirement is not roughly proportional to the development being proposed:
 - a. Waive in whole or in part any construction requirement of a nonsite related facility; or
 - b. Direct that the city participate in the costs of acquiring or constructing such facility pursuant to standard participation policies, and refund the amount waived to the appellant.

- (c) If the city council grants a waiver to the amount of the impact fee due for a new development other than pursuant to subsection (b) of this section, it shall cause to be appropriated from other city funds the amount of the reduction in the impact fee to the account for the service area in which the property is located.
- (d) The city council has determined, based on its review of the land use assumptions, capital improvements plan, water and wastewater impact fees, and the report of Allen Mullins dated June 29, 2006, and the report of the advisory committee, that an update of the water and wastewater impact fees is necessary and that schedule 2, referenced in section 48-270 is amended by adopting water and wastewater impact fees of \$1,600.00 each for a three-fourths-inch meter, which has an equivalency factor of 1.00, and which, for larger meters, can be calculated by multiplying such amounts by the equivalency factor set out in the schedule. A new schedule 2 is adopted, containing such equivalencies and fees, and is incorporated in section 48-270 by reference.

Table 7
Combined Schedule of Water and Wastewater Impact Fees

Actual Meter Size (inches)	Equivalency Factor	Water Impact Fee	Wastewater Impact Fee	Total Impact Fees by Meter Size
¾	1.00	\$1,600.00	\$1,600.00	\$3,200.00
1	1.67	2,672.00	2,672.00	5,344.00
1½	3.33	5,328.00	5,328.00	10,656.00
2	5.33	8,528.00	8,528.00	17,056.00
3	10.00	16,000.00	16,000.00	32,000.00
4	16.67	26,672.00	26,672.00	53,344.00
6	33.33	53,328.00	53,328.00	106,656.00
8	53.33	85,328.00	85,328.00	170,656.00
10	76.67	122,672.00	122,672.00	245,344.00

(Code 1994, § 11.1018; Ord. No. 290, § 2, 8-29-2000; Ord. No. 409, § 1, 7-27-2006)

Sec. 52-3. Fees, charges, and expenses.

- (a) The city council established fees, charges, and expenses, and a collection procedure for building permits, certificates of zoning compliance, appeals, and other matters pertaining to this chapter as set forth in the city fee schedule. No permit, certificate, special exception, or variance shall be issued unless and until such costs, charges, fees or expenses listed below have been paid in full or waived by the city council, nor shall any action be taken on proceedings before the board of adjustment unless or until preliminary charges and fees have been paid in full or waived by the city council.
- (b) No petition shall be docketed with the planning and zoning commission of the city unless and until a receipt from the tax assessor collector of the city has been furnished the secretary of the commission showing that the fee provided for in this chapter has been paid or duly waived, and no application for relief shall be docketed with the board of adjustment of the city is furnished the secretary of the board showing that the fee provided has been paid or duly waived by the city council.

(Code 1994, § 12.1800)

INVOICE

City of Justin, TX
Planning and Zoning
415 N. College Ave.
Justin, TX 76247
(940) 648-2541



Bill To.:

Project #: 241099 Site Address: 124 S College
Invoice Date: 10/09/2024 Invoice Number: Date Due:

Item	Amount
Certificate of Occupancy	\$150.00
Customer Service Inspection	\$100.00
Driveway With Curbcut	\$100.00
Irrigation	\$100.00
New Fence	\$100.00
New Single Family - Building Permit	\$1,400.00
Wastewater Plumbing Permit	\$100.00
Single Family Roadway Impact Fee	\$3,771.29
3/4 Inch Sewer Impact	\$4,761.00
Residential Sewer Tap	\$2,000.00
3/4 Inch Water Impact	\$4,761.00
3/4 Inch Water Meter	\$528.20
Meter Set Fee	\$100.00
Residential Water Tap	\$1,500.00
Total	\$19,471.49

You can pay online by going [HERE!](#)

RESOLUTION NO. XXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING THE WAIVER OF IMPACT FEES AND OTHER PERMIT-RELATED FEES FOR A HABITAT FOR HUMANITY HOUSING PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Justin acknowledges the importance of affordable housing to foster stable communities and improve the quality of life for residents; and

WHEREAS, Habitat for Humanity, a non-profit organization, plans to develop housing within the City of Justin to provide homeownership opportunities to low-income families; and

WHEREAS, the City Council recognizes that reducing financial burdens for non-profit housing initiatives aligns with the City's commitment to community development, economic inclusion, and sustainable growth; and

WHEREAS, waiving certain impact fees and permit-related fees will assist in ensuring that the Habitat for Humanity project remains affordable and financially feasible; and

WHEREAS, the City of Justin desires to support this project by fostering public-private collaboration for the benefit of the community and future homeowners.

SECTION 1. The City Council hereby authorizes the waiver of impact fees and all other applicable permit-related fees for the Habitat for Humanity housing project located at 122 N. College Avenue.

SECTION 2. This Resolution shall take effect immediately upon its passage

DULY PASSED by the City Council of the City of Justin, Texas, on the 24th day of October 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

From: [Lora Blakeslee Atkinson](#)
To: [Matthew Cyr](#)
Subject: Re: Habitat for Humanity
Date: Tuesday, October 15, 2024 5:13:55 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[Outlook-2pyxlja5.png](#)
[Habitat for Humanity of Denton County - Impact Fees.docx](#)

Matt,

As requested, please see the attached narrative. Please let me know if you were wanting something different.

Kindly,

Lora

Lora Blakeslee Atkinson, MNM

Executive Director

O: (940) 484-5006 Ex 9017

Admin. Office 1614 W University Dr, Denton, TX 76201

HabitatDentonCounty.org | [@HabitatDentonCo](https://www.instagram.com/HabitatDentonCo)



YEARS OF BUILDING TOGETHER

From: Matthew Cyr <mcy@cityofjustin.com>
Sent: Tuesday, October 15, 2024 4:19 PM
To: Lora Blakeslee Atkinson <loraatkinson@hfhdentoncounty.org>
Subject: Habitat for Humanity

Hey lora,

Can you send me a quick narrative about how waiving the impact fees is beneficial to the project? I need this to include in the packet for City Council.

Thanks,

Matt Cyr
Director of Development Services and



Economic Development
City of Justin
Phone: (940) 648-2541 x 106
www.cityofjustin.com



Habitat for Humanity of Denton County, established in 1994, is dedicated to eliminating poverty housing and empowering families through homeownership. The organization partners with low-income families, providing them with affordable housing solutions. By offering no-interest loans and engaging families in the construction process, Habitat fosters a sense of community and self-reliance. The mission is to put God's love into action by bringing people together to build homes, community, and hope. Through volunteer involvement and donations, Habitat revitalizes neighborhoods and strengthens communities, ensuring that everyone has a place to call home.

Habitat will use the waived impact fees to help build a home in the City of Justin for a family in need. The funds will cover essential materials like lumber, roofing, and insulation, ensuring a high-quality, safe home. Additionally, funding will support labor costs for skilled tradespeople and volunteers, promoting the construction of an energy-efficient dwelling. This investment not only provides affordable housing but fosters community and stability for the family who will call it home.



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 1. (ACTION ITEM(S))

Title: Consider approving Resolution 715-24 approving the Range Creek Developer's Agreement; and take appropriate action.

Department: Administration

Contact:

Recommendation:

Background:

This is an executive session item.

City Attorney Review:

Attachments:

None



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 2. (ACTION ITEM(S))

Title: Consider approving Resolution 716-24 approving the Capital Improvement Plan; and take appropriate action.

Department: Administration

Contact: Josh Armstrong, Finance Director

Recommendation:

Make a motion to approve Resolution 716-24, approving the Capital Improvement Plan.

Background:

On June 27, 2024, the council was presented with the draft 5-Year Capital Improvement Plan (CIP). The 5-Year CIP Workbook includes detailed plans for water, sewer, street, drainage, facility, and park improvement projects. Each project in the workbook is described by its scope and estimated cost, illustrating the city's commitment to operational excellence and improving the quality of life for its residents and businesses. This document is intended to be a 'living' document that is updated annually and as projects get completed. The CIP is intended to help Council make informed decisions on large capital projects along with program funding so that there is adequate funding to get projects completed once started. Funding sources are anticipated to align with project type, and projects are organized as such. Future funding sources not identified in this CIP will be added as they become available. This could include grant funding, water development funding, NCTCOG funding and County funding. This CIP also helps the City of Justin identify projects that may be viable for those funding sources, so updating and maintaining the CIP is paramount to operational success.

This is the final draft of the work over the last 8 months, brought to you for consideration in adoption of the CIP.

City Attorney Review:

Attachments:

1. Resolution 716-24 CIP
2. REV DRAFT REPORT

RESOLUTION 716-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF JUSTIN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council is charged with providing a five-year capital improvement program for the City of Justin, and

WHEREAS, the City Manager has provided to the City Council such a program in a timely fashion; and

WHEREAS, the City Council met to review said plan on the 24th day of October, 2024, at a regular City Council meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1.

That the Five-Year Capital Improvement Program, attached hereto as Exhibit “A” and incorporated herein for all intents and purposes, be and the same is hereby in all things approved and adopted as the Capital Improvement Program of the City of Justin, Texas.

Section 2.

This Resolution shall become effective from and after its date of passage.

DULY RESOLVED by the City Council of the City of Justin, Texas, on this the 24th day of October 2024.

City of Justin, Texas

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

Five Year Capital Improvements Plan



DRAFT

THIS DOCUMENT IS ISSUED FOR
THE PURPOSE OF INTERIM REVIEW
ONLY AND IS NOT INTENDED FOR
PERMITTING, BIDDING, OR
CONSTRUCTION

PREPARED UNDER THE DIRECT
SUPERVISION OF
CHRISTOPHER J. CHA, P.E.
TEXAS REGISTRATION NO. 112732
DATE: 10/15/2024

JUSTIN
— 1887 —

Introduction

The City of Justin is at a pivotal moment in its history, poised for growth and transformation. As we reflect on the past achievements and challenges overcome, we recognize the need for strategic planning and forward-thinking initiatives to shape our future. The Five-Year Capital Improvements Plan (CIP) serves as a bridge between our past accomplishments and our aspirations for the future, guiding us towards a more resilient, sustainable, and prosperous City.

Vision for the Future

Looking ahead, the vision for the City of Justin was laid out in the Comprehensive Plan. We envision a City where residents have access to top-notch amenities, businesses thrive in a supportive environment, and where green spaces and infrastructure coexist harmoniously. This CIP lays the foundation for realizing this vision, outlining projects and investments that will lead the City into the future along with addressing current needs.

Reflecting on the Past

The journey to this point has been marked by milestones along with projects completed in the past to reach today. A detailed list of projects completed in the last three years is provided along with the CIP. It is evident that these previous projects laid the groundwork for current and future projects. The CIP will be the basis for future projects as well.

Collaborative Approach

Development of the CIP has been a collaborative effort, bringing together City officials, residents, businesses, and experts contributing their insights and unique skills. This inclusive approach ensures that the CIP reflects the diverse needs and priorities of our community, fostering a sense of ownership and shared responsibility for its successful implementation.

Key Focus Areas

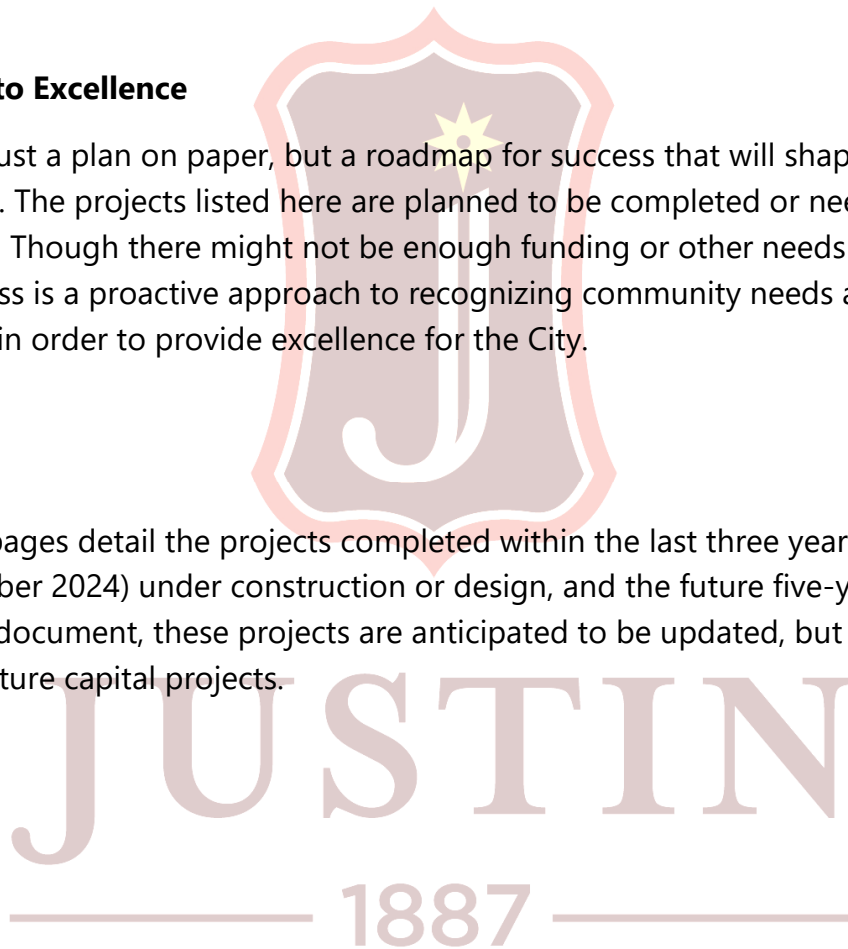
The CIP prioritizes key focus areas that are essential for resiliency and sustainable development of Justin. These include enhancing infrastructure to support population growth, investing in public facilities to meet the needs of residents, repair of aging facilities to provide system resiliency, expanding parks and recreational opportunities for all ages, and promoting sustainable growth practices to preserve our natural resources for future generations.

Commitment to Excellence

The CIP is not just a plan on paper, but a roadmap for success that will shape the future of the community. The projects listed here are planned to be completed or needed within the next five years. Though there might not be enough funding or other needs arise, the planning process is a proactive approach to recognizing community needs and anticipating improvements in order to provide excellence for the City.

Conclusion

The following pages detail the projects completed within the last three years, those currently (October 2024) under construction or design, and the future five-year CIP. As this will be a living document, these projects are anticipated to be updated, but serve as a roadmap for future capital projects.



Completed Projects

The table below details the projects completed within the last three years.

Completed Projects within Last 3 Years			
Department	Project Name	Project Completion Date	Project Cost
Water	Justin AMR Smart Water Meter Replacement	Feb-24	\$ 1,788,939.35
Water	Justin SWIFT Phase 2 Part 1	Jul-22	\$ 1,124,991.00
Sewer	Old Town Sanitary Sewer Rehabilitation	Nov-23	\$ 820,232.00
Drainage	3rd Street Drainage Improvements	Jul-21	\$ 142,411.84
Water	Elevated Storage Tank Painting	Apr-22	\$ 314,250.00
Street	Street Improvement Year 3 - Misc. Old Asphalt	Oct-22	\$ 755,154.40
Water	Reatta Elevated Storage Tank Improvements	Jul-21	\$ 209,465.00
Parks	Shade Structure Installation	Mar-23	\$ 239,100.00
Parks/Street	FM 156 Green Ribbon	Jul-23	\$ 932,158.26
Parks/Street	Downtown Parking Lighting and Landscaping	Mar-24	\$ 1,073,455.93
		Total	\$ 7,400,158.78

Current Projects

The table below details the projects currently (October 2024) under construction or design:

Current Projects			
Department	Project Name	Anticipated Project Completion Date	Project Construction Cost
Streets	Boss Range Road	Aug-24	\$ 979,212.50
Water	SWIFT Water Improvements Phase 2 Part 2	Apr-25	\$ 2,800,000.00
Water	Justin Eastside Water Loop	Nov-24	\$ 889,000.00
Water	Ground Storage Tank and High Service Pump Station	Oct-24	\$ 5,671,420.00
Streets	Tally Boulevard and Harmonson Road	Nov-25	\$ 2,700,000.00
		Total	\$ 13,039,633.00

Capital Improvements Plan

The following tables summarize the Capital Improvements Plan on a five-year basis, they are followed by detailed project sheets which show funding source or anticipated funding source and project cost. Costs were derived from prices in 2024 with a contingency for unanticipated costs. This does not factor in inflation given the unknown nature of future inflation, it is assumed that contingency would account for some of this, but excess inflation may affect the final project cost. The 5-year CIP costs are summarized below.

5-Year CIP Costs	
Funded	\$ 22,430,052
Unfunded	\$ 38,254,000
Total	\$ 60,684,052





CITY OF JUSTIN
FIVE-YEAR CIP PLAN SUMMARY
OCTOBER 2024

DRAFT

PROJECT NUMBER AND NAME			FUNDED (F) / UNFUNDED (U)	FISCAL YEAR					TOTAL PROJECT COST (1), (2)
				2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	
WATER	W-1	Public Works Ground Storage Tank & High Service Pump Station	F	\$ 5,347,000					\$ 5,347,000
	W-2	Eastside Water Loop Project	F	\$ 1,122,900					\$ 1,122,900
	W-3	Timberbrook Ground Storage Tank Water Supply Line	U	\$ 500,000	\$ 1,000,000		\$ 15,000,000		\$ 16,500,000
	W-4	SWIFT Phase 2 Part 2	F	\$ 80,000	\$ 2,800,000				\$ 2,880,000
	W-5	Boss Range Road Water Line Extension	F		\$ 25,000	\$ 250,000			\$ 275,000
	W-6	Industrial Area Water Main Replacement Project	U			\$ 20,000	\$ 200,000		\$ 220,000
	W-7	Hardeman Circle Water Main Replacement Project	U				\$ 600,000		\$ 600,000
	W-8	Creekhill Way Water Main Replacement Project	U				\$ 245,000		\$ 245,000
	W-9	12th St. Water Main Replacement Project	U					\$ 330,000	\$ 330,000
	W-10	AMR Smart Water Meter Replacement	F	\$ 1,788,939					
WATER SUBTOTAL				\$ 8,838,839	\$ 3,825,000	\$ 270,000	\$ 16,045,000	\$ 330,000	\$ 27,519,900
WASTEWATER	WW-1	Lift Station Rehab Phase 2 Project	U		\$ 380,000				\$ 380,000
	WW-2	Holloway Lift Station Force Main Rehab Project	U		\$ 365,000				\$ 365,000
	WW-3	Atchison Lift Station Abandonment Project	U		\$ 94,000				\$ 94,000
	WW-4	Old Town Sewer Rehab Project Phase 1 Part 2	U			\$ 325,000			\$ 325,000
	WW-5	Old Town Sewer Rehab Project Phase 2	U			\$ 50,000	\$ 500,000		\$ 550,000
	WW-6	Old Town Sewer Rehab Project Phase 3	U				\$ 70,000	\$ 795,000	\$ 865,000
	WW-7	Old Town Sewer Rehab Project Phase 4	U			\$ 42,000	\$ 425,000		\$ 467,000
	WW-8	Old Town Sewer Rehab Project Phase 5	U			\$ 50,000	\$ 500,000		\$ 550,000
	WW-9	S. College Ave. & Allen Sewer Main Rehab Project	U				\$ 98,000	\$ 1,200,000	\$ 1,298,000
WASTEWATER SUBTOTAL					\$ 839,000	\$ 467,000	\$ 1,593,000	\$ 1,995,000	\$ 4,894,000
STREETS	S-1	FM 1171 & FM 156 Connector & Roundabout Project	F	\$ 270,000	\$ 2,730,000				\$ 3,000,000
	S-2	Misc. Concrete Replacement Project in Various Locations	F	\$ 155,000		\$ 155,000		\$ 155,000	\$ 465,000
	S-3	Boss Range Road	F	\$ 979,213					\$ 979,213
	S-4	Tally Road and Harmonsoon Road	F	\$ 27,000	\$ 2,700,000				\$ 2,727,000
	S-5	N. Snyder Ave. Reconstruction Project	F		\$ 150,000	\$ 1,850,000			\$ 2,000,000
	S-6	N. Sealy Ave. Reconstruction Project	F		\$ 150,000	\$ 1,850,000			\$ 2,000,000
	S-7	John Wiley Road Improvement Project	U			\$ 400,000	\$ 4,600,000		\$ 5,000,000
	S-8	FM 1171 Street Scaping Improvement Project	U					\$ 1,650,000	\$ 1,650,000
STREETS SUBTOTAL				\$ 1,431,213	\$ 5,730,000	\$ 4,255,000	\$ 4,600,000	\$ 1,805,000	\$ 17,821,213
MISCELLANEOUS	M-1	City Hall Improvements	U		\$ 1,680,000				\$ 1,680,000
	M-2	2nd Street Drainage Improvements Project	U			\$ 302,500			\$ 302,500
	M-3	3rd Street Drainage Improvements Project	U				\$ 605,000		\$ 605,000
	M-4	4th Street Drainage Improvements Project	U					\$ 55,000	\$ 55,000
	M-5	5th Street Drainage Improvements Project	U				\$ 55,000	\$ 550,000	\$ 605,000
	M-6	6th Street Drainage Improvements Project	U			\$ 27,500	\$ 275,000		\$ 302,500
	M-7	7th Street Drainage Improvements Project	U			\$ 75,000	\$ 750,000		\$ 825,000
	M-8	8th Street Drainage Improvements Project	U		\$ 35,000	\$ 350,000			\$ 385,000
	M-9	Miscellaneous Park Improvements	U			\$ 625,000			\$ 625,000
	M-10	Timberbrook Open Space Sports Complex	U			\$ 375,000	\$ 2,900,000		\$ 3,275,000
MISCELLANEOUS SUBTOTAL					\$ 1,715,000	\$ 1,755,000	\$ 4,585,000	\$ 605,000	\$ 8,660,000

(1) EXPENDITURES PRIOR TO FY 23/24 AND AFTER FY 27/28 NOT INCLUDED

(2) TOTAL PROJECT COST INCLUDES ENGINEERING

FISCAL YEAR	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
TOTAL	\$ 10,270,052	\$ 12,109,000	\$ 6,747,000	\$ 26,823,000	\$ 4,735,000
FUNDED	\$ 9,770,052	\$ 8,555,000	\$ 3,950,000	\$ -	\$ 155,000
UNFUNDED	\$ 500,000	\$ 3,554,000	\$ 2,797,000	\$ 26,823,000	\$ 4,580,000



CITY OF JUSTIN
FIVE-YEAR CIP PLAN SUMMARY
OCTOBER 2024

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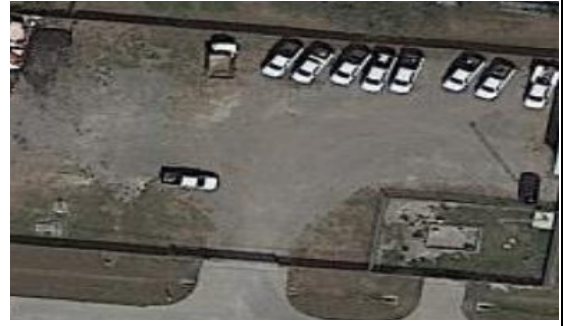
		FUNDED (F) / UNFUNDED (U)	2023	2024	2025	2026	2027	2028
WATER PROJECTS								
W-1	Public Works Ground Storage Tank & High Service Pump Station	F						
W-2	Eastside Water Loop Project	F						
W-3	Timberbrook Ground Storage Tank Water Supply Line	U						
W-4	SWIFT Phase 2 Part 2	F						
W-5	Boss Range Road Water Line Extension	F						
W-6	Industrial Area Water Main Replacement Project	U						
W-7	Hardeman Circle Water Main Replacement Project	U						
W-8	Creekhill Way Water Main Replacement Project	U						
W-9	12th St. Water Main Replacement Project	U						
W-10	AMR Smart Water Meter Replacement	F						
WASTEWATER PROJECTS								
WW-1	Lift Station Rehab Phase 2 Project	U						
WW-2	Holloway Lift Station Force Main Rehab Project	U						
WW-3	Atchison Lift Station Abandonment Project	U						
WW-4	Old Town Sewer Rehab Project Phase 1 Part 2	U						
WW-5	Old Town Sewer Rehab Project Phase 2	U						
WW-6	Old Town Sewer Rehab Project Phase 3	U						
WW-7	Old Town Sewer Rehab Project Phase 4	U						
WW-8	Old Town Sewer Rehab Project Phase 5	U						
WW-9	S. College Ave. & Allen Sewer Main Rehab Project	U						
STREET PROJECTS								
S-1	FM 1171 & FM 156 Connector & Roundabout Project	F						
S-2	Misc. Concrete Replacement Project in Various Locations	F						
S-3	Boss Range Road	F						
S-4	Tally Boulevard & Harmonson Road	F						
S-5	N. Snyder Ave. Reconstruction Project	F						
S-6	N. Sealy Ave. Reconstruction Project	F						
S-7	John Wiley Road Improvement Project	U						
S-8	FM 1171 Street Scaping Improvement Project	U						
MISCELLANEOUS PROJECTS								
M-1	City Hall Improvements	U						
M-2	2nd Street Drainage Improvements Project	U						
M-3	3rd Street Drainage Improvements Project	U						
M-4	4th Street Drainage Improvements Project	U						
M-5	5th Street Drainage Improvements Project	U						
M-6	6th Street Drainage Improvements Project	U						
M-7	7th Street Drainage Improvements Project	U						
M-8	8th Street Drainage Improvements Project	U						
M-9	Miscellaneous Park Improvements	U						
M-10	Timberbrook Open Space Sports Complex	U						

FUNDED CAPITAL IMPROVEMENT

W-1, Public Works Ground Storage Tank & High Service Pump Station

Project Description:

This project will added a 0.5 MG water storage capacity to the city. The High Service Pump Station will give the City the abbility to fill the elevated storage tank.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	324,420	-	-	-	-	-	-	324,420
Construction	-	-	5,347,000	-	-	-	-	5,347,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	324,420	-	5,347,000	-	-	-	-	5,671,420

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Water/Sewer Fund Balance	-	-	271,420	-	-	-	-	271,420
2022 CO Bond	-	-	5,400,000	-	-	-	-	5,400,000
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	5,671,420	-	-	-	-	5,671,420

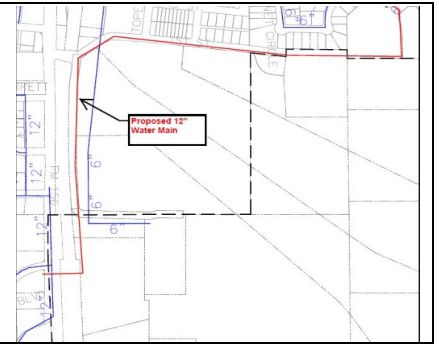
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

FUNDED CAPITAL IMPROVEMENT

W-2, Eastside Water Loop Project

Project Description:

The east side of Justin is currently only supplied water from one 8" water line. The Upper Trinity Regional Water District (UTRWD) supplies the City water directly to the elevated storage tank in Old Town. The water then is distributed to the City from the Old Town EST. The water supply from the 8" water line has to come back to the east side to provide water to all residents & businesses. The main purpose of the proposed 12" water line is to provide a second feed to the east side of Justin. This will improve both water pressure and water reliability. The City is also planning on eliminating the 8" water line once the Public Works Ground Storage Tank is in service early 2024. That will give the east side of Justin two 12" water lines to supply the distribution system.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	86,500	-	-	-	-	-	-	86,500
Construction	-	-	1,122,900	-	-	-	-	1,122,900
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	86,500	-	1,122,900	-	-	-	-	1,209,400

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	1,209,400	-	-	-	-	-	1,209,400
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	1,209,400	-	-	-	-	-	1,209,400

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

W-3, Timberbrook Ground Storage Tank Water Supply Line

Project Description:

The Timberbrook Ground Storage Tank (GST) is currently fed by 12" and 16" lines. Future demand needs this GST to be fed directly from the UTRWD line. This project would include a GST installed at a similar elevation to the 4th Street GST and approximately 9,700 linear feet of 24" water line from UTRWD line to the Timberbrook GST. The pipeline alignment is roughly along 7th Street and would include railroad and FM 156 crossings.

PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	500,000	1,000,000	-	-	-	1,500,000
Construction	-	-	-	-	-	15,000,000	-	15,000,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	500,000	-	-	15,000,000	-	16,500,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

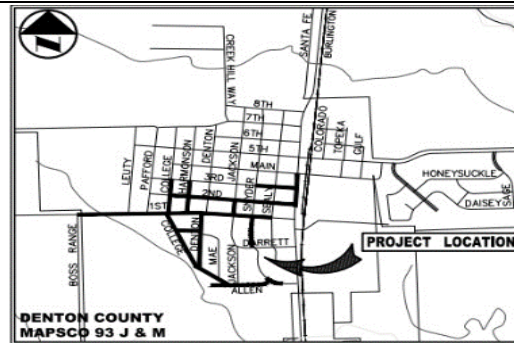
FUNDED CAPITAL IMPROVEMENT

W-4, SWIFT Phase 2 Part 2

Project Description:

This project will complete the Old Town Area & Adams Addition Water Line Replacement Projects as funded by the TWDB. The City of Justin obtained \$12 million in funding to replace aging infrastructure in the Old Town Area. This is planned to be the final project to complete all the water line replacements as funded by TWDB. Total TWDB funding available for the entire project is \$9,700,000. The individual lines are as follows:

- 1st St from Boss Range to FM 156
- 2nd St from College Ave to FM 156
- 3rd St from Snyder Ave to FM 156
- Sealy Ave from 3rd St to 4th St
- Harmonson Ave from 1st St to 3rd St
- College Ave from Allen Dr to 3rd St
- Denton Ave from College Ave to 1st St
- Allen Dr from Windmill Dr to Snyder Ave
- Snyder Ave from 1st St to FM 156
- Sealy Ave from 1st St to FM 156
- Barrett Dr from 1st St to FM 156
- Mae Dr from 1st St to College Ave
- Bishop Dr from Mae Dr to Barrett Dr
- Jackson Ave from 1st St to 2nd St
- Commercial Alley from 1st St to 4th St



PROJECT EXPENSE							
EXPENDITURE TYPE	Previous	5 Year Projection					Project
	FY 23/24	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	653,000	80,000	-	-	-	-	733,000
Construction	5,771,579	-	3,000,000	-	-	-	8,771,579
Design	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
EXPENDITURES TOTAL	6,424,579	80,000	3,000,000	-	-	-	9,504,579

PROJECT FUNDING							
FUNDING TYPE	Previous	5 Year Projection					Project
	FY 23/24	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-
2022 CO Bond	-	-	-	-	-	-	-
SWIFT Funding / TWDB	6,424,579	80,000	3,000,000	-	-	-	9,504,579
FUNDING TOTAL	6,424,579	80,000	3,000,000	-	-	-	9,504,579

IMPACT ON OPERATING BUDGET							
IMPACT TYPE	Totals Thru	5 Year Projection					Project
	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-

FUNDED CAPITAL IMPROVEMENT

W-5, Boss Range Road Water Line Extension

Project Description:

This project connects the water line along Boss Range, creating a loop between Reatta and south Justin to the Old Town area. This project provides system resiliency and is a critical project for the distribution system. The project limits are from Reatta Phase 3&5 (just south of Trail Creek) to FM 407. The water line size is proposed to be 12". The project length is 3,200 linear feet including 100 linear feet of encasement across Trail Creek.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	25,000	-	-	-	25,000
Construction	-	-	-	-	250,000	-	-	250,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	250,000	-	-	275,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

W-6, Industrial Area Water Main Replacement Project

Project Description:

This project is proposed for the replacement of the 6" water line that extends from 4th St. to 5th St. & crosses to Colorado Ave. The current 6" water line is sub-standard and has experienced breaks. The line would be upsized to 8" or 12" depending on the usage as the minimums for residential uses is 8" and commercial is 12". Project length is approximately 400 linear feet but would have to be bored underneath 5th St. (FM 407).



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	20,000	-	-	20,000
Construction	-	-	-	-	-	200,000	-	200,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	20,000	200,000	-	220,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

W-7, Hardeman Circle Water Main Replacement Project

Project Description:

This project is proposed for the replacement of the 6" water line that extends from Creekhill Way running from South Hardeman Circle to North Hardeman Circle. The current 6" water line is sub-standard. While the minimum size of new water mains in the City is 8", the project will replace the existing 6" line with another 6" line within the subdivision - North Hardeman Circle and South Hardeman Circle. The 6" along Creek Hill Way would be replaced with an 8" line. Project length is 2,800 linear feet of 6" water main and 1,000 linear feet of 8" water main.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	50,000	-	50,000
Construction	-	-	-	-	-	500,000	-	500,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	50,000	-	50,000
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	-	600,000	-	600,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

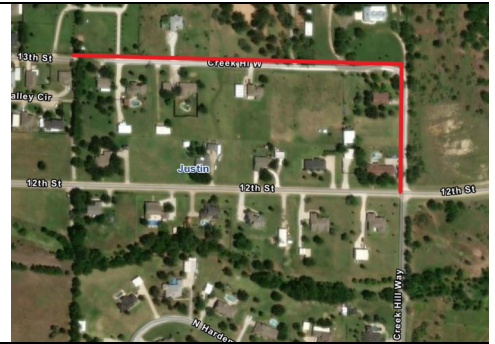
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

W-8, Creekhill Way Water Main Replacement Project

Project Description:

This project proposes to replace the existing 2" water line that extends from 12th Street to 13th Street. The current 2" water line has failed multiple times and is constructed of sub-standard materials. The minimum pipe size in water is now 8" by standards. However, this line could be replaced with either a 6" or 8" due to the small number of service connections on this line. Project length is approximately 1,700 linear feet.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	20,000	-	20,000
Construction	-	-	-	-	-	225,000	-	225,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	-	245,000	-	245,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

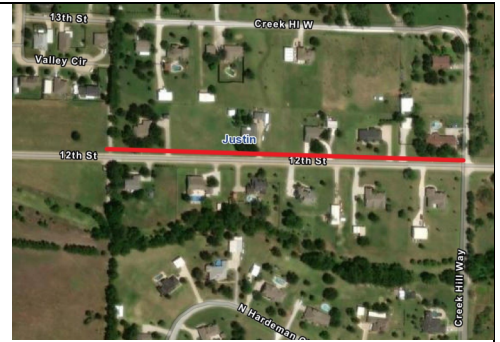
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

W-9, 12th Street Water Main Replacement Project

Project Description:

This project proposes to replace the 6" water line that extends from Creekhill Way running west to the easement that ties into Ridgeview Esatates. The existing 6" water line is constructed of sub-standard materials and is failing. The proposed water line would be 8" in accordance with updated sizes for serving residential uses. Project length is approximately 1,350 linear feet



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	-	30,000	30,000
Construction	-	-	-	-	-	-	300,000	300,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	-	-	330,000	330,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

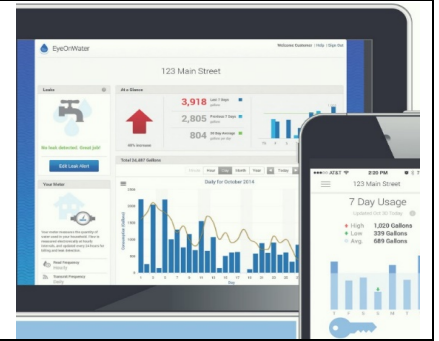
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

FUNDED CAPITAL IMPROVEMENT

W-10, AMR Smart Water Meter Replacement

Project Description:

This project replaced all existing water meters in the City with AMR Smart Water Meters. Residents are now able to access "Eye On Water" to setup an account & monitor water usage in real time.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	15,000	-	-	-	-	-	-	15,000
Construction	-	1,788,939	-	-	-	-	-	1,788,939
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	15,000	1,788,939	-	-	-	-	-	1,803,939

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
2022 CO Bond	-	-	-	-	-	-	-	-
SWIFT	15,000	2,612,770	-	-	-	-	-	2,627,770
FUNDING TOTAL	15,000	2,612,770	-	-	-	-	-	2,627,770

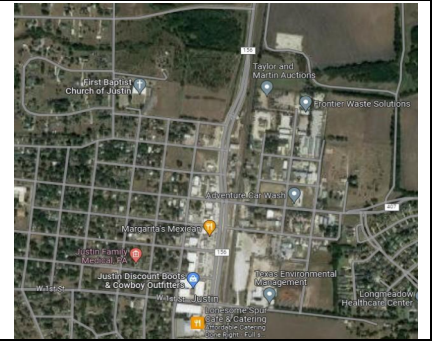
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

WW-1, Lift Station Rehab Phase 2

Project Description:

This project will complete the proposed improvements to the Holloway, 12th Street, and Meadowlands lift stations. The improvements will include a rail system in the Holloway and 12th Street lift stations. This will allow for easy removal of pumps. Other upgrades include wet well hatches, valve vaults, lifting cranes, odor control, and electrical enhancements to improve SCADA monitoring capabilities.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	-	-	-
Construction	-	350,000	-	350,000	-	-	-	700,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	30,000	-	-	-	30,000
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	350,000	-	380,000	-	-	-	730,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

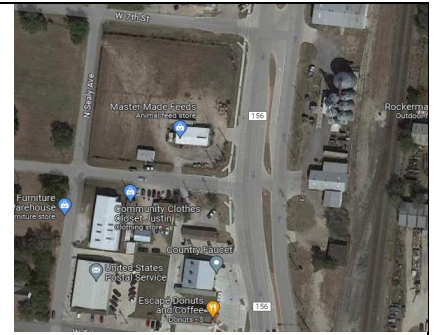
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

WW-2, Holloway Lift Station Force Main Rehab Project

Project Description:

This project proposes to replace the existing force main at the Holloway Lift Station. The existing force main is cast iron pipe that is deteriorating and has been repaired recently due to pipe failures. It is anticipated to be rehabilitated using pipe bursting from 4" pipe to 6" pipe. The approximate length is 1,050 linear feet.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	30,000	-	-	-	30,000
Construction	-	-	-	300,000	-	-	-	300,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	35,000	-	-	-	35,000
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	365,000	-	-	-	365,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

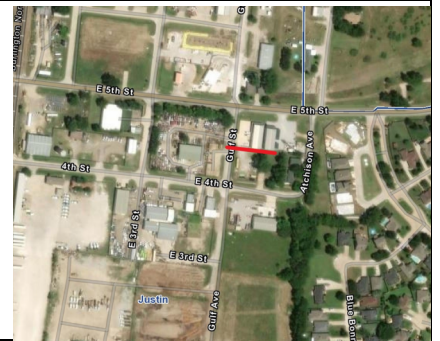
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

WW-3, Atchison Lift Station Abandonment Project

Project Description:

This project proposes the abandonment and removal of the Atchison Lift Station. Extending the existing gravity sewer main from Gulf Avenue eastward to the existing site would eliminate the need for the lift station. Operation and maintenance cost savings should result from this project.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	8,000	-	-	-	8,000
Construction	-	-	-	86,000	-	-	-	86,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	94,000	-	-	-	94,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

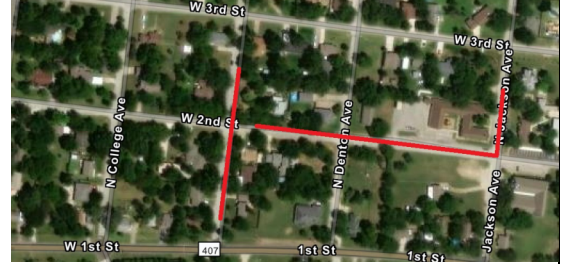
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

WW-4, Old Town Sewer Rehab Project Phase 1 Part 2

Project Description:

This project is the proposed completion of the Phase 1 Project. The total proposed 8" sewer main is 1,535 linear feet and will include 7 new manholes and service connections as needed.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	13,350	-	-	-	-	-	-	13,350
Construction	-	-	-	-	325,000	-	-	325,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	13,350	-	-	-	325,000	-	-	338,350

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

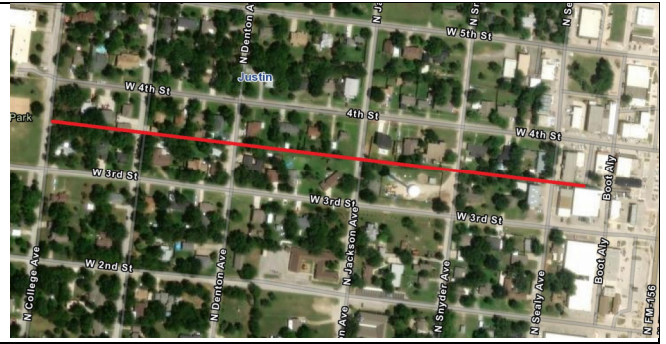
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

WW-5, Old Town Sewer Rehab Project Phase 2

Project Description:

This project proposes replacement of the sewer main in the alley between 3rd Street and 4th Street from Boot Alley to North College Avenue. The proposed sewer size is 8". Construction is anticipated to be a combination of open cut and pipe bursting (trenchless). The length of pipe to be rehabilitated is approximately 2,100 linear feet. Manholes and service connections will also be rehabilitated or replaced as appropriate.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	50,000	-	-	50,000
Construction	-	-	-	-	-	500,000	-	500,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	50,000	500,000	-	550,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

WW-6, Old Town Sewer Rehab Project Phase 3

Project Description:

This project proposes replacement of several sewers by open cut and pipe bursting (trenchless) methods. All proposed sewers will be 8". The total length of pipe to be rehabilitated is approximately 3,950 linear feet. Manholes and service connections will also be rehabilitated or replaced as appropriate. Sewer lines identified for rehabilitation are:

- Alley line between 7th Street and 8th Street, from Boot Alley to Creek Hill Way
- Alley line between 6th Street and 7th Street, from Boot Alley to west of Jackson Avenue and northwest to 7th Street
- 7th Street from Creek Hill Way to the alley between North College Avenue and Pafford Avenue
- Alley line between Pafford Avenue and Leuty Avenue from 7th Street to 5th Street



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	70,000	-	70,000
Construction	-	-	-	-	-	-	795,000	795,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	-	70,000	795,000	865,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

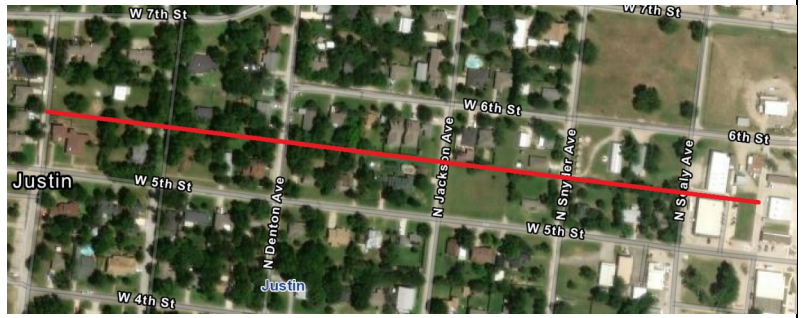
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

WW-7, Old Town Sewer Rehab Project Phase 4

Project Description:

This project proposes replacement of the sewer main in the alley between 5th Street and 6th Street from Boot Alley to North College Avenue. The proposed sewer size is 8". Construction is anticipated to be a combination of open cut and pipe bursting (trenchless). The length of pipe to be rehabilitated is approximately 2,100 linear feet. Manholes and service connections will also be rehabilitated or replaced as appropriate.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	42,000	-	-	42,000
Construction	-	-	-	-	-	425,000	-	425,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	42,000	425,000	-	467,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

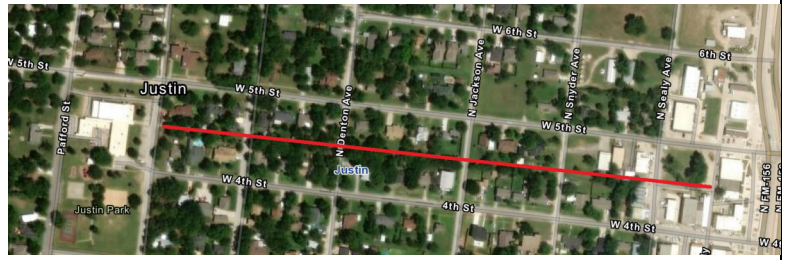
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

WW-8, Old Town Sewer Rehab Project Phase 5

Project Description:

This project proposes replacement of the sewer main in the alley between 4th Street and 5th Street from Boot Alley to North College Avenue. The proposed sewer size is 8". Construction is anticipated to be a combination of open cut and pipe bursting (trenchless). The length of pipe to be rehabilitated is approximately 2,100 linear feet. Manholes and service connections will also be rehabilitated or replaced as appropriate.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	50,000	-	-	50,000
Construction	-	-	-	-	-	500,000	-	500,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	50,000	500,000	-	550,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

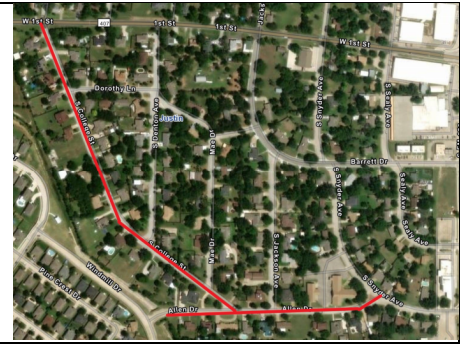
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

WW-9, South College Avenue & Allen Drive Sewer Main Rehab Project

Project Description:

This project proposes to replace the sewer mains in S. College Avenue from 1st Street to Allen Drive and Allen Drive from Snyder Avenue to Windmill Drive. The existing sanitary sewer will be replaced with 8". This is in-line with current standards. The total project length is approximately 3,500 linear feet. Manholes and service connections will also be rehabilitated or replaced as appropriate.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	98,000	-	98,000
Construction	-	-	-	-	-	-	1,200,000	1,200,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	-	98,000	1,200,000	1,298,000

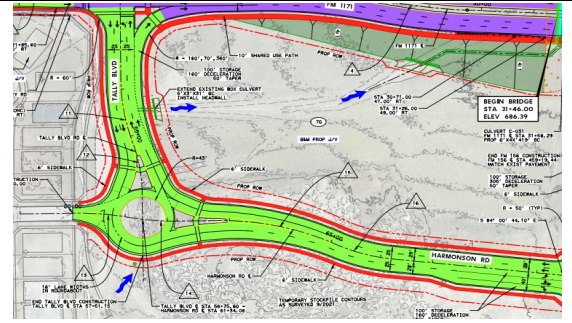
PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

S-1, FM 1171 & FM 156 Connector & Roundabout Project

Project Description:

This proposed roadway will connect FM 1171 to FM 156. The project will be jointly funded by Denton County and the City of Justin. A roundabout with enhanced landscaping, crosswalks, and lighting will be included.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	270,000	-	-	-	-	270,000
Construction	-	-	-	2,700,000	-	-	-	2,700,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	30,000	-	-	-	30,000
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	270,000	2,730,000	-	-	-	3,000,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
2022 CO Bond	-	-	-	-	-	-	-	-
Denton Co. Bond	-	-	3,000,000	-	-	-	-	3,000,000
FUNDING TOTAL	-	-	3,000,000	-	-	-	-	3,000,000

[illegible]

FUNDED CAPITAL IMPROVEMENT

S-2, Misc. Concrete Replacement Project in Various Locations

Project Description:

This project is proposed for the replacement of concrete street panels, curbs, inlet throats and tops throughout the Ccity. This is not full reconstruction, but panel replacement for small, localized failures. This work is funded through the Sales Tax Bonds and is intended to be a recurring pavement maintenance task and could include crack sealing as well.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	5,000	-	5,000	-	5,000	15,000
Construction	-	-	150,000	-	150,000	-	150,000	450,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	155,000	-	155,000	-	155,000	465,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Street Maintenance Fund	-	-	155,000	-	155,000	-	155,000	465,000
FUNDING TOTAL	-	-	155,000	-	155,000	-	155,000	465,000

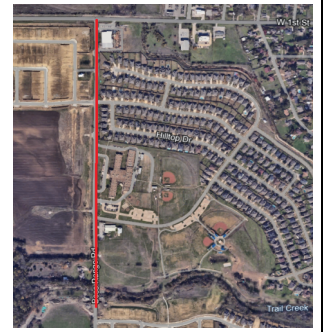
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

FUNDED CAPITAL IMPROVEMENT

S-3, Boss Range Road Reconstruction Project

Project Description:

This project entails the complete reconstruction of Boss Range Road from 1st Street to Trail Creek. The scope of work includes the addition of a left-turn lane, sub-grade reconstruction, culvert replacement, and drainage ditch improvements. This project is funded through bonds utilizing the Street Improvement Fund (existing sales tax).



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	-	-	-
Construction	-	-	979,213	-	-	-	-	979,213
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	979,213	-	-	-	-	979,213

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
CO from Street Maintenance Fund	-	-	979,213	-	-	-	-	979,213
FUNDING TOTAL	-	-	979,213	-	-	-	-	979,213

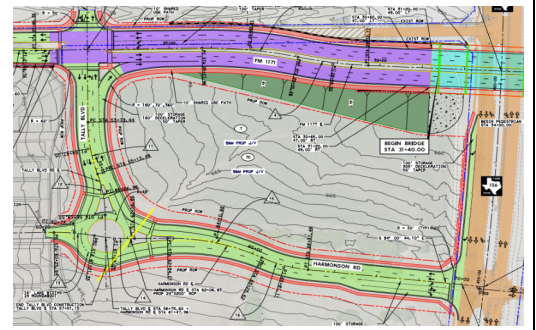
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

FUNDED CAPITAL IMPROVEMENT

S-4, Tally Boulevard and Harmonson Road Construction Project

Project Description:

This project entails the construction of paving to connect Tally Boulevard at John Wiley Road to Harmonson Road at FM 156. New pavement includes a roundabout at Rio Bravo Road. This project is funded through bonds utilizing the Street Improvement Fund (existing sales tax).



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	27,000	-	-	-	-	27,000
Construction	-	-	-	2,700,000	-	-	-	2,700,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	27,000	2,700,000	-	-	-	2,727,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
CO from Street Maintenance Fund	-	-	27,000	2,700,000	-	-	-	2,727,000
FUNDING TOTAL	-	-	27,000	2,700,000	-	-	-	2,727,000

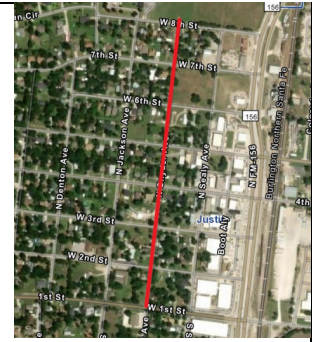
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

FUNDED CAPITAL IMPROVEMENT

S-5, North Snyder Avenue Reconstruction Project

Project Description:

This project entails the complete reconstruction of North Snyder Avenue. The pavement, and more critically the subgrade, has failed to the point that reconstruction of the entire pavement structure is necessary. The project will begin at 1st Street and end at 8th Street. The scope of work includes sub-grade reconstruction, culvert replacement, and drainage ditch improvements. This project is proposed to be funded through bonds utilizing the Street Improvement Fund (existing sales tax).



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	150,000	-	-	-	150,000
Construction	-	-	-	-	1,500,000	-	-	1,500,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	350,000	-	-	350,000
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	150,000	1,850,000	-	-	2,000,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
CO from Street Maintenance Fund	-	-	-	-	2,000,000	-	-	2,000,000
FUNDING TOTAL	-	-	-	-	2,000,000	-	-	2,000,000

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

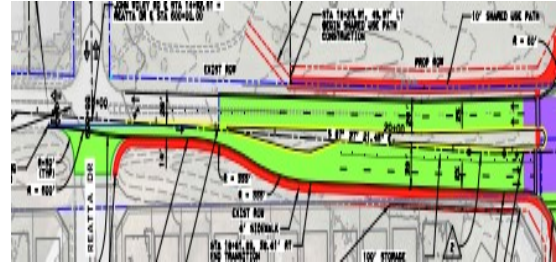
S-6, North Sealy Avenue Reconstruction Project

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UNFUNDED CAPITAL IMPROVEMENT

S-7, John Wiley Road Improvement Project

This project proposes to widen John Wiley Road from the end of the FM 1171 project (S-1) around John Wiley and Tally to Boss Range Road. The existing John Wiley Road will be widened from three lanes to four. The new paving will be concrete with curb and gutter. This project is included in the Denton County Bond, so participation in funding is anticipated with Denton County.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	400,000	-	-	400,000
Construction	-	-	-	-	-	4,600,000	-	4,600,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	400,000	4,600,000	-	5,000,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Future GO/CO Bond	-	-	-	-	400,000	920,000	-	1,320,000
Denton Co. Bond	-	-	-	-	-	3,680,000	-	3,680,000
FUNDING TOTAL	-	-	-	-	-	4,600,000	-	5,000,000

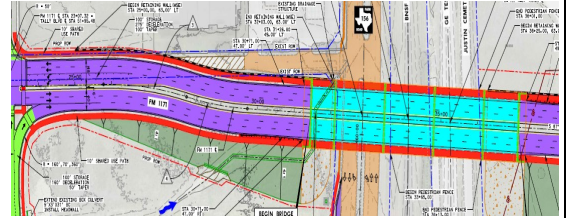
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

S-8, FM 1171 Street Scaping Improvement Project

Project Description:

This street scaping project will enhance landscaping, crosswalks, and roadway lighting. There will also be fencing improvements along the bridge crossing over both the railroad and FM 156. This project includes the streetscape enhancements for the TxDOT 1171 project where it connects to John Wiley Road from Tally Boulevard to FM 156 including the aforementioned overpass improvements.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	-	150,000	150,000
Construction	-	-	-	-	-	-	1,500,000	1,500,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	-	-	1,650,000	1,650,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
2022 CO Bond	-	-	-	-	-	-	-	-
Denton Co.	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

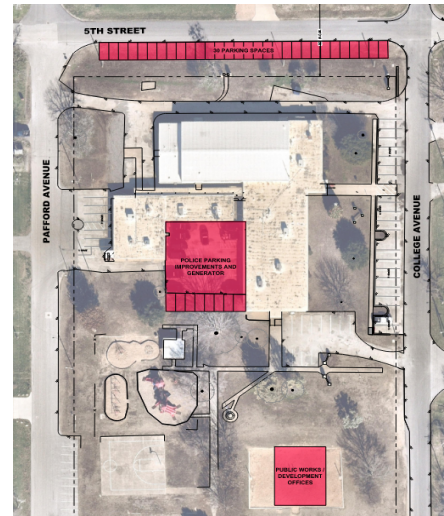
M-1, City Hall Improvements

Project Description:

This project includes upgrades to the City Hall in order to meet the needs of various departments and building condition. The work will include roof repairs, HVAC replacement, water damage repairs, card access for City Hall, plumbing repairs, Police Department parking and drainage improvements, Public Works building/portable, generator for the Police Department, Public Works parking lot, front reception hardening, City Council audio/visual upgrades, and Police Department remodeling.

Preliminary costs are:

- Generator \$225,000
- Roof Repair \$200,000
- HVAC Replacement \$82,000
- Water Damage Repair \$21,000
- Card Access \$45,000
- Door Modification \$25,000
- PD Parking \$555,000
- PD Parking Engineering \$35,000
- Public Works Bldg - \$125,000
- Front Reception Hardening \$34,000
- Council Chambers A/V \$26,000
- Plumbing Repair \$20,000
- PD Remodel \$100,000
- Portable Building \$182,000



PROJECT EXPENSE

EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	1,680,000	-	-	-	1,680,000
Construction	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	1,680,000	-	-	-	1,680,000

PROJECT FUNDING

FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET

IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

M-2, 2nd Street Drainage Improvements Project

Project Description:

This project is proposed for the drainage improvements on 2nd Street from Harmonson Avenue to Sealy Avenue. Detailed scoping is necessary in order to refine the extent of the improvements.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	27,500	-	-	27,500
Construction	-	-	-	-	275,000	-	-	275,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	302,500	-	-	302,500

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

M-3, 3rd Street Drainage Improvements Project

Project Description:

This project is improve the drainage on 3rd Street from Pafford Avenue to Sealy Avenue. Detailed scoping is necessary in order to refine the extent of the improvements.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	55,000	-	55,000
Construction	-	-	-	-	-	550,000	-	550,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	-	605,000	-	605,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

M-4, 4th Street Drainage Improvements Project

Project Description:

This project is to improve the drainage on 4th Street from Harmonson Avenue to Sealy Avenue. Improvements were done at 4th Street and 5th Street during the FM 156 construction and tied in at Sealy Avenue to FM 156 storm sewer.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	-	55,000	55,000
Construction	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	-	-	55,000	55,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

M-5, 5th Street Drainage Improvements Project

Project Description:

This project is proposed for drainage improvements on 5th Street from Harmonson Avenue to Sealy Avenue. It includes ditch grading and clearing of silted in culverts. Improvements were done at 4th Street and 5th Street during the FM 156 construction and tied in at Snyder to FM 156 storm sewer.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	55,000	-	55,000
Construction	-	-	-	-	-	-	550,000	550,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	-	55,000	550,000	605,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

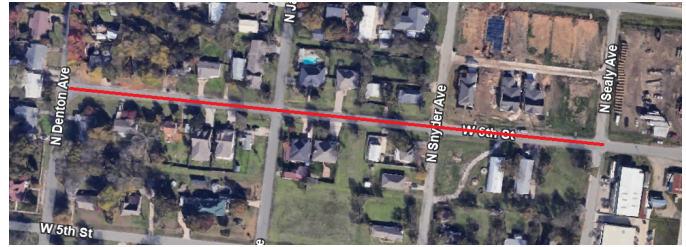
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

M-6, 6th Street Drainage Improvements Project

Project Description:

This project is proposed for the drainage improvements on 6th Street from Denton Avenue to Sealy Avenue. Detailed scoping is necessary in order to refine the extent of the improvements.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	27,500	-	-	27,500
Construction	-	-	-	-	-	275,000	-	275,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	27,500	275,000	-	302,500

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

M-7, 7th Street Drainage Improvements Project

Project Description:

This project is proposed for the drainage improvements on 7th Street from College Avenue to FM 156. It includes ditch grading and cleaning of silted in culverts. In some cases, culverts may have to be replaced.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	75,000	-	-	75,000
Construction	-	-	-	-	-	750,000	-	750,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	75,000	750,000	-	825,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

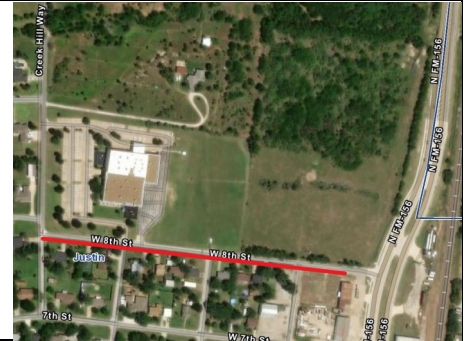
IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

M-8, 8th Street Drainage Improvements Project

Project Description:

This project is proposed for the drainage improvements on 8th Street from Creekhill Way to Sealy Avenue. The improvements would only be on the south side of the roadway and include bar ditch grading, culvert replacement, driveway culvert replacement and sodding along affected areas. The ditch itself has silted in over the years. It could be done as a standalone project or, if 8th Street pavement was replaced or reconstructed, could be included as part of that scope of work.



PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	35,000	-	-	-	35,000
Construction	-	-	-	-	350,000	-	-	350,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	35,000	350,000	-	-	385,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

M-9, Miscellaneous Park Improvements

Project Description:

This project includes improvements at Community Park, City Hall Park, Reatta Park, and Tally Park. The primary items of the proposed work includes:

- SCADA Installation at Community Park for Ballfield lights - \$14,217
- Fencing Ballfield 1 - \$18,900
- Fencing Ballfield 2 - \$18,900
- Upgrade Ballfield Lights to LED Field 1 - \$154,450
- Upgrade Ballfield Lights to LED Field 2 - \$154,450
- Upgrade Ballfield Lights to LED Field 3 - \$81,360
- Upgrade Ballfield Lights to LED Field 4 - \$52,175
- Fencing Basketball Court at City Hall - \$5,900
- Fencing Basketball Court at Reatta - \$5,900
- Installation of 5 Shade Structures at Dog Park - \$65,000
- Install 4 park benches at Reatta Park - \$2,324
- 8' Metal Tables to replace plastic ones at Tally Park - \$1,898
- Two way open dome trash can lids (20) - \$1,300
- Swing sets with Shade Cover at City Hall Park - \$19,889
- Swing sets with Shade Cover at Reatta Park - \$19,889
- Replace Toddler Play Structure at Reatta Park with Shade Covered Playground \$14,744

PROJECT EXPENSE								
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	-	-	-	-
Construction	-	-	-	-	625,000	-	-	625,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	625,000	-	-	625,000

PROJECT FUNDING								
FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET								
IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-

UNFUNDED CAPITAL IMPROVEMENT

M-10, Timberbrook Open Space Sports Complex

Project Description:

This project includes improvements at Timberbrook Park to make sports fields in the existing open space. The scope of work will generally include:

- Drainage improvements
- Import fill and site grading
- Additional parking lots and/or extension of current parking lot
- Construction of sports fields (soccer and baseball)
- Irrigation for fields
- LED lighting
- Restrooms
- Shade structures over bleachers and pavilion



PROJECT EXPENSE

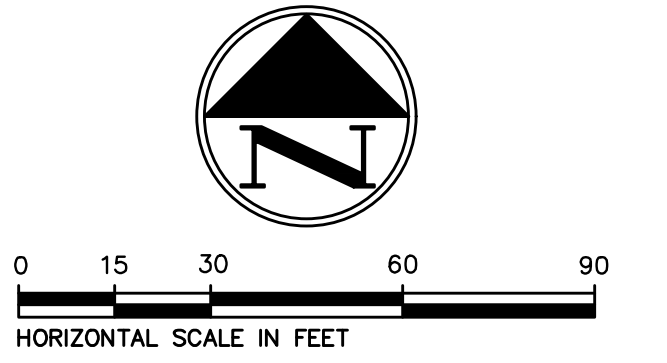
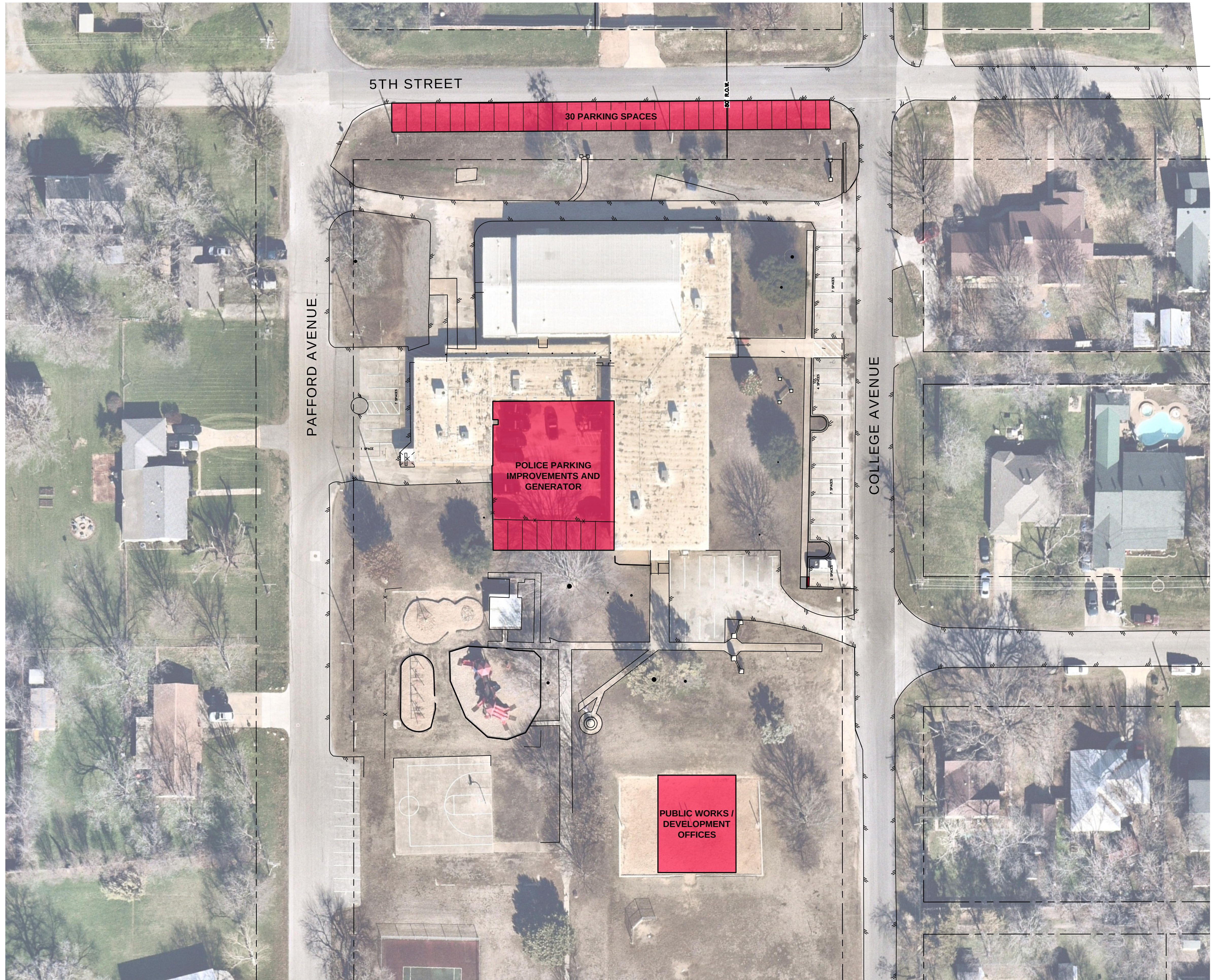
EXPENDITURE TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Engineering	-	-	-	-	375,000	-	-	375,000
Construction	-	-	-	-	-	2,900,000	-	2,900,000
Design	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
EXPENDITURES TOTAL	-	-	-	-	375,000	2,900,000	-	3,275,000

PROJECT FUNDING

FUNDING TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Contributions/Grants	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
FUNDING TOTAL	-	-	-	-	-	-	-	-

IMPACT ON OPERATING BUDGET

IMPACT TYPE	Totals Thru	Estimated	5 Year Projection					Project
	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Supplies	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-
Rent & Utilities	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
OPERATING IMPACT	-	-	-	-	-	-	-	-



PROPOSED CIP IMPROVEMENTS



City Council Coversheet
October 24, 2024
415 N. COLLEGE AVE.

Agenda Item: 3. (ACTION ITEM(S))

Title: Consider approving Resolution 714-24 authorizing the City Manager to execute a Project Work Order with Westwood Professional Services, Inc. in the amount not to exceed \$99,741 for design, Project Management, and Coordination of the City of Justin Phase 2 SWIFT Water Improvements; and take appropriate action

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Staff recommends approval

Background:

The proposed Project Work Order is a companion Resolution to the TWDB SWIFT funding Ordinance. For the last several years, we have been replacing waterlines throughout Old Town utilizing the State Water Implementation Fund for Texas program (SWIFT). The proposed Project Work Order will provide for the design of the next round of water mains within the Old Town District that are not already replaced (see attachment). It is planned that the construction of some of these water mains will be coordinated with the "complete street" reconstruction projects identified within the CIP.

The included map shows the improvements completed and remaining along with proposed phasing.

City Attorney Review: No

Attachments:

1. Resolution 714-24 Westwood Contract Project Work Order for SWIFT PH2
2. 2021-02-24_Justin SWIFT Phase 2 Contract_proposed
3. 2024-10-09 SWIFT Phases

**CITY OF JUSTIN
RESOLUTION 714-24**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT WORK ORDER WITH WESTWOOD PROFESSIONAL SERVICES, INC. IN THE AMOUNT OF \$99,741 FOR DESIGN, PROJECT MANANGEMENT, AND COORDINATION OF THE CITY OF JUSTIN PHASE 2 SWIFT WATER IMPROVEMENTS.

WHEREAS, the City of Justin is committed to improving its water infrastructure to support the health, safety, and welfare of its residents; and; and

WHEREAS, the City of Justin has determined that the replacement of old water mains in Old Town Justin, as specified in the City of Justin SWIFT Water Improvements Phase 2 project, is necessary to address aging infrastructure and ensure the continued delivery of clean and reliable water to residents and businesses; and

WHEREAS, the replacement of water infrastructure is consistent with the Adopted City of Justin Strategic Plan Pillar of “Excellence in Operations” and “Quality of Life”; and

WHEREAS, the Texas Water Development Board (TWDB) has approved funding for the City’s SWIFT Phase 2 project, and the City is required to coordinate with the TWDB for project approval, the release of funds, and project acceptance; and

WHEREAS, Westwood Professional Services, Inc. has been selected to perform the necessary civil engineering, design, survey, and construction administration services for the City of Justin SWIFT Water Improvements Phase 2; and

WHEREAS, the proposed Project Work Order, with an estimated project cost of \$99,741.00, will provide for the scope of work detailed in Exhibit A, including project management, design, permitting, coordination with TWDB, and other essential services; and

WHEREAS, the proposed Project Work Order would be paid from the TWDB SWIFT funds; and

WHEREAS, Westwood has agreed to provide the services outlined in the Agreement, and the City Council finds it to be in the best interest of its citizens to move forward with the proposed Project Work Order to ensure timely completion of the project;

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

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

SECTION 2: That the Project Work Order with Westwood Professional Services, Inc. in the Amount of \$99,741, attached hereto as Exhibit “A”, is hereby adopted and further authorizes the

City Manager to execute the Work Order.

SECTION 3: That this resolution shall become effective from and after its date of passage.

DULY PASSED and approved by the City Council of the City of Justin, Texas, by a vote on this the 24th day of October 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney

Project Work Order

PROJECT TITLE: City of Justin SWIFT Phase 2

CLIENT NAME City of Justin

DATE OF WORK ORDER 10/01/2024

PROJECT WORK ORDER NUMBER 3340-20.480

PROJECT LOCATION: City of Justin

This Project Work Order between Client and Westwood is set forth pursuant to our “Professional Services Agreement” executed on January 31, 2022.

I. Contract Documents

This project work order, any resulting change orders, and the Professional Services Agreement comprise the contract documents, and there are no other general or supplementary conditions further stipulated.

II. Project Description

See Attached Exhibit A.

III. Client and Westwood Responsibilities

1. Client Responsibilities
2. Westwood Responsibilities

See Exhibit A

IV. Deliverables

See Exhibit A

V. Schedule

1. Services will commence on 10/24/2024.
2. Notice to Proceed is understood to be this work order signed, dated, and fully executed by both City and Westwood.

VII. Project Work Order Attachments:

1. Exhibit A – Scope of Services
2. Exhibit B – Compensation and Method of Payment

VIII. Form of Contract

1. The estimated project cost is: See Exhibit B
2. Westwood will issue invoices on an approximate 4-week cycle.

ACCEPTED AND AGREED TO:

City of Justin (Client):

(Signature)

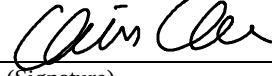
Jarrold Greenwood

(Name – Printed)

City Manager

(Title)

Westwood Professional Services, Inc. (Westwood):



(Signature)

Chris Cha

(Name – Printed)

Market Lead, Public Infrastructure

(Title)

ADDRESS FOR GIVING NOTICES:

(If Different than Professional Services Master Agreement)

ADDRESS FOR GIVING NOTICES:

(If Different than Professional Services Master Agreement)

EXHIBIT 'A' — SCOPE OF SERVICES

CITY OF JUSTIN SWIFT WATER IMPROVEMENTS PHASE 2
ADDITIONAL SERVICES

PROJECT DESCRIPTION:

The project consists of civil engineering, design and survey for the City of Justin's water system located in Old Town Justin. The design will be for replacement of old water main around Old Town Justin. This will include necessary survey, design plans, contract documents and construction administration. Finally, this will include coordination with Texas Water Development Board (TWDB) for project approval, release of funds and acceptance. Phase 2 design includes the rest of the water mains to be replaced at under the TWDB Fund Series. The streets to be covered in this scope are:

- **Bishop Drive:** Mae Drive to South Jackson Avenue
- **Mae Drive:** Denton Avenue to College Avenue
- **South Jackson Avenue:** 1st Street to Allen Drive
- **Snyder Avenue:** Barrett Drive to Allen Drive
- **Sealy Avenue:** 1st Street to FM Road 156
- **Alley between Sealy Ave & FM Road 156:** From 1st Street to 2nd Street
- **Barrett Drive:** Jackson Avenue to FM Road 156 (PROJECT)

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Conduct review meetings with the CITY at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the CITY.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs and make changes necessary

02/12/2024

Page 3

to meet their requirements.

3. Constructability Review:

- Prior to the 90 percent review meeting with the CITY, the CONSULTANT shall schedule and attend a project site visit with the CITY Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the CITY's comments from the field visit and submit this information to the CITY in writing.

4. Utility Clearance:

- The CONSULTANT will consult with the CITY, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- CONSULTANT will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

5. TWDB Coordination

- The CONSULTANT will coordinate with TWDB in order to release project for bidding, project for construction, release of retainage and project acceptance. CONSULTANT will also coordinate with TWDB to make sure they have required forms included within contract documents and verbiage in any preconstruction conference material or project advertisements.

B. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:

- Cover Sheet
- General Notes
- Quantity Sheet
- Project Layout & Survey Control Sheet
- Water Main Plan & Profile Sheets. Scale
1" = 20' Horizontal; 1" = 4' Vertical
- Detail Sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by CITY's project manager.

2. Assemble City of Justin standard construction contract documents and modify special technical specifications, if needed, for the project (if any)

3. Prepare an estimate of construction quantities and develop the

EXHIBIT A to Agreement between the
City of Justin, (CITY) and Westwood
Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

preliminary opinion of probable construction costs.

4. Submit one (1) full sized 22"x34" set of preliminary 60% plans, two (2) sets of half size (11"x17") plans, one (1) set of preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the CITY for review.

C. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the CITY.
2. Submit one (1) full sized 22"x34" set of 90% plans, two (2) sets of half size (11"x17") plans, one (1) set of 90% construction contract documents and 90% opinion of probable construction costs for CITY review.
3. Incorporate final CITY review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including CITY standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost.
6. Submit (1) sealed (100%) set of final plans and construction documents.

D. Bid Phase Services

CONSULTANT will support the bid phase of the project as follows.

1. Bid Advertisement:
 - CONSULTANT shall prepare and submit to CITY a draft Bid Advertisement for publishing by the CITY.
2. Bid Document Distribution:
 - The CONSULTANT shall sell construction plans and contract bid documents. The CONSULTANT shall also maintain a plan holders list of documents sold.
3. Bidder Assistance:
 - The CONSULTANT will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests, and the response thereto. The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
 - Attend the prebid conference in support of the CITY.
 - Attend the bid opening in support of the CITY.

EXHIBIT A to Agreement between the
City of Justin, (CITY) and Westwood
Professional Services, Inc.,
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Services

4. Bid Analysis and Recommendation of Award:
 - The CONSULTANT will tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract.
 - The CONSULTANT will assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
 - The CONSULTANT shall make a recommendation of award to the CITY.
5. Conformed Construction Documents:
 - Upon award of a contract by the CITY, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

E. Construction Phase Services

1. Preconstruction Conference:
 - The CONSULTANT shall attend the preconstruction conference.
2. Site Visits:
 - The CONSULTANT shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress. It is estimated that one (1) visit per month will be made by the CONSULTANT.
3. Shop Drawing and Lab Report Review
 - The CONSULTANT shall review shop and erection drawings submitted by the contractor for compliance with design concepts. The CONSULTANT shall review laboratory, shop, and mill test reports on materials and equipment.
4. Instructions to Contractor
 - The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the CITY.
5. Contractor's Payment Estimates
 - The Engineer shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.
6. Final Inspection
 - The Engineer shall attend final inspection of the Project with representatives of the CITY and the construction contractor.

F. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by a reproduction company) and mileage.

SPECIAL SERVICES:

G. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established CITY horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from CITY monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 10' outside of the easement line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only.

4. Existing Drainage Channels and Drainage Area Verification

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.

5. Existing Underground and/or Overhead Utilities

EXHIBIT A to Agreement between the
City of Justin, (CITY) and Westwood
Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Subsurface Utility Engineering*
- *Geotechnical Investigation*
- *Public hearings or CITY Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
City of Justin, (CITY) and Westwood
Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

EXHIBIT 'B' — COMPENSATION AND METHOD OF PAYMENT

CITY OF JUSTIN SWIFT WATER IMPROVEMENTS PHASE 2

ADDITIONAL SERVICES

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$99,741.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

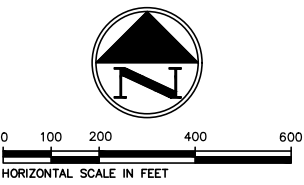
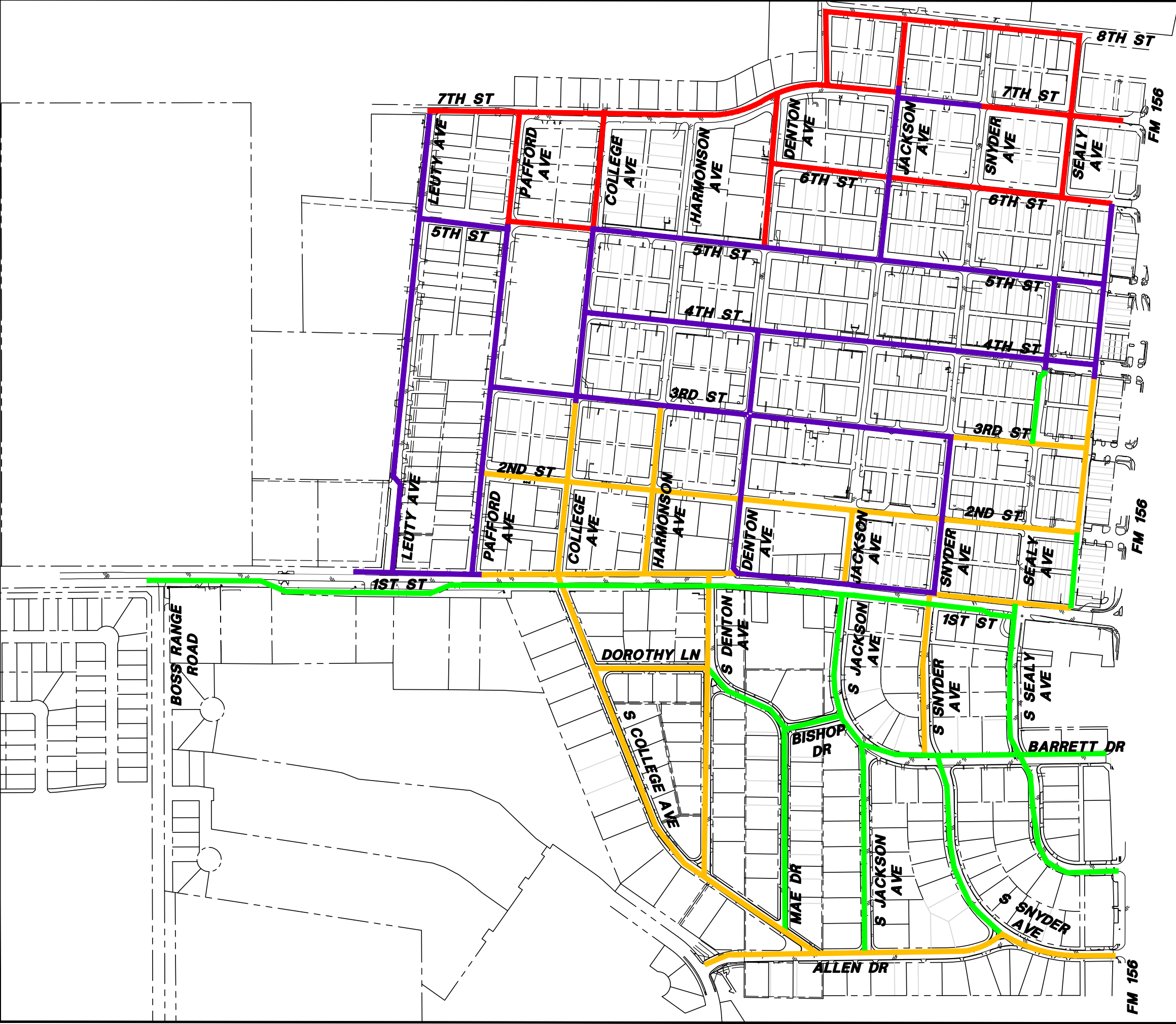
A.	Project Management, Coordination & Permitting	\$	9,250.00
B.	Preliminary Design (60% Submittal)		48,670.00
C.	Final Design (90% & 100% Submittals)		25,025.00
D.	Bid Phase Services		3,030.00
E.	Construction Phase Services		3,950.00
F.	Direct Expense (Not to Exceed)		816.00
G.	Field Survey		<u>9,000.00</u>
TOTAL		\$	99,741.00

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'



JUSTIN
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**SWIFT WATER IMPROVEMENTS
PHASE LAYOUT**

LEGEND

- SWIFT PHASE 1 (COMPLETED)
- SWIFT PHASE 2 – PART 1 (COMPLETED)
- SWIFT PHASE 2 – PART 2 (2024/2025)
- SWIFT PHASE 2 – PART 2 ADDITIONAL SEGMENTS (2024/2025)