

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



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

James Clark, Mayor
CITY OF JUSTIN
CITY COUNCIL AGENDA
APRIL 11, 2024
415 N. COLLEGE AVE.
5:30 PM

CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

Texas Flag: ***"Honor the Texas Flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible"***

EXECUTIVE SESSION

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

- Under Section 551.071, to conduct a private consultation with the City Attorney regarding:
 - Danheim Complaint Against the City of Justin; PUCT Docket No. 53836
 - Petition of Town of Northlake and City of Justin; PUCT Docket No. 54243
 - Range Creek Developers Agreement
 - Oliver Creek Developers Agreement
 - Oncor Transmission Line

UPCOMING MEETINGS AND EVENTS

April 1 - Resident Survey is Live
April 12 - Coffee with the Chiefs 9:00AM (Located at Higher Grounds)
April 15 - Fire Station public input forum
April 16 - Planning and Zoning Commission
April 18 - EDC/CDC Meeting
April 20 - Spring Clean-up Event
April 27 - Justin Fun Day
April 29 - Fire Station public input forum

RECOGNITION

- Employee Recognition

PROCLAMATION

2. Proclamation recognizing Mental Health Month.
3. Child Abuse Prevention Month.
4. Proclamation recognizing National Public Safety Telecommunicator week.

PUBLIC COMMENT

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

CONSENT AGENDA

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

5. Consider and take appropriate action upon Ordinance 770-24 on first reading approving the Water Conservation Plan.
6. Consider and act upon ordinance 776-24 on second reading to 1 for a Specific Use Permit for the Gaston House legally described THE PRESERVE PHASE 1 BLK 6 LOT 23-27X. Generally located southwest from the intersection of FM 407 and Boss Range Road.
7. Consider and act upon Ordinance 775-24 on second reading to amend the Planned Development (GB-PD) Standards for Justin Town Square. The amendment is proposed for the properties legally described as LOTS 1 - 7, BLOCK 1, LOTS 1-3, BLOCK 2, LOT A, BLOCK 3, LOT A, BLOCK 4, HARDEMAN CENTER ADDITION PH 1 BLK 2 LOT 1, JWR 711 ADDITION BLK A LOT 3, JWR 711 ADDITION BLK A LOT 2, JWR 711 ADDITION BLK A LOT 1.
8. Consider and act upon Resolution 668-24 approving the extension of the Extra-Territorial Jurisdiction in accordance with Resolution 664-24.
9. Consider and take appropriate action upon Resolution 669-24 amending the City of Justin Fee Schedule.

ITEMS PULLED FROM CONSENT AGENDA

WORKSHOP

10. Workshop and Discussion regarding Home Rule Charter Review.

POSSIBLE ACTION ITEMS

11. Consider and take appropriate action upon Ordinance 777-24 on first reading to approve a mid-year budget amendment.
12. Consider and take appropriate action approving Resolution 667-24 reaffirming the acceptance of the dedication of land and the existing structure in accordance with the approved developers agreement and filed warranty deed.
13. Discuss, consider, and act on a review and possible action regarding the conduct of a Council Member (Dylan James) pursuant to Section 3.16 of the home-rule charter.
14. Consider and take appropriate action on Resolution 670-24 regarding an InterLocal Agreement with the City of Krum and the towns of Dish and Ponder for the purpose of participating in a Federal Railroad Safety Grant to fund a regional railroad communication and safety project within the respective parties' jurisdictions.

FUTURE AGENDA ITEMS

ADJOURN

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

Brittany Andrews

Brittany Andrews, City Secretary

PROCLAMATION

Mental Health Month in the City of Justin 2024

WHEREAS, *addressing the complex mental health needs of children, youth, and families today is fundamental to the future of the City of Justin; and*

WHEREAS, *the citizens of the City of Justin value their overall health and that of their families and fellow citizens and are proud to support observances such as Mental Health Month and Children's Mental Health Awareness Day; and*

WHEREAS, *one in five adults has a diagnosable mental health condition; and*

WHEREAS, *only half of Denton County parents are not familiar with mental health services in their community; and*

WHEREAS, *the need for comprehensive, coordinated mental health services for individuals and families places upon our community is a critical responsibility; and*

WHEREAS, *there is a strong body of research that supports specific tools that all Americans can use, to better handle challenges, and protect their overall health and well-being; and*

WHEREAS, *each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the burden of mental health concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and*

WHEREAS, *the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, United Way of Denton County and the Wellness Alliance for Total Children's Health of Denton County led by Cook Children's, through their unique partnership and prevention-based approaches to serving children and adolescents, are effectively addressing the mental health needs of children, youth, and families in our community; and*

WHEREAS, *it is appropriate that a month should be set apart each year for the direction of our thoughts toward mental health education and the support of treatment and recovery; and*

WHEREAS, *it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and*

THEREFORE, BE IT RESOLVED *that, I, Mayor Clark, Representative of the City of Justin, do hereby proclaim: May 2024 as Mental Health Month and May 10th, 2024 as Children's Mental Health Awareness Day and I call upon our citizens and all agencies and organizations interested in meeting every person's mental health needs to unite this month in the observance of such exercises as will commit the people of Justin to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people mental health conditions.*

Signed April 11, 2024

Mayor, James Clark

**Proclamation
For Child Abuse Prevention Month 2024**

To all to whom these presents shall come,

Greetings:

WHEREAS there were 550 children affected by abuse and neglect *served by CASA of Denton County in 2023*; and

WHEREAS more than 240 volunteers from Denton County work with the organization annually by giving their time to ensure safety for our community's children; and

WHEREAS, our youngest citizens need and deserve to be surrounded by love and positive relationships, while being given guidance and protection.

NOW, THEREFORE, in honor of all children in Denton County, we do hereby proclaim the month of April 2024 as

“CHILD ABUSE PREVENTION MONTH”

And commend the work of CASA of Denton County volunteers and staff in advocating for children during this difficult time in their lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal to be affixed.

this the 11th day of April, 2024.

Mayor, James Clark

ATTEST:

City Secretary, Brittany Andrews

**A PROCLAMATION
RECOGNIZING APRIL 14 - 20, 2024 AS NATIONAL
PUBLIC SAFETY TELECOMMUNICATORS WEEK**

WHEREAS, emergencies can occur at any time that require law enforcement, fire, or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of law enforcement officers, firefighters, and EMS providers is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our law enforcement officers, firefighters, and EMS providers is dependent upon the quality and accuracy of information obtained from citizens who contact the ***Denton County Sheriff's Department***; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our law enforcement officers, firefighters, and EMS providers by monitoring their activities by radio, providing them information, and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators are critical in improving the chance of survival for patients who experience sudden cardiac arrest by recognizing the need for cardiopulmonary resuscitation and other lifesaving interventions prior to arrival of EMS; and,

WHEREAS, Public Safety Telecommunicators of the ***Denton County Sheriff's Department*** has contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and,

WHEREAS, each telecommunicator has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

NOW, THEREFORE, BE IT RESOLVED that the ***City of Justin*** declares the week of April 14 - 20, 2024 to be National Public Safety Telecommunicators Week in the ***Justin, Denton County, Texas*** in honor of the individuals whose diligence and professionalism keep our community and citizens safe.

This Proclamation adopted by the City of Justin City Council on this 11th day of April, 2024.

Mayor James Clark
City of Justin

Brittany Andrews, City Secretary
City of Justin



City Council Coversheet
April 11, 2024
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider and take appropriate action upon Ordinance 770-24 on first reading approving the Water Conservation Plan.

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

Staff recommends approval of Water Conservation Plan Ordinance 770-24

Background:

This item was presented to council on February 22, 2024. It was requested by Council to table the item to April. This is the first reading of the Water Conservation Plan 2024 for the City of Justin.

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water. Additional supplies to meet higher demands will be expensive and difficult to develop. Therefore, it is important that we make efficient use of existing supplies to minimize the need for new resources. Effective water conservation can postpone or reduce the need for development of new water supplies, minimize the associated environmental impacts and reduce the high cost of water supply development. Even with robust conservation measures, new sources of water will be needed; conservation alone is not enough. To respond to the growing population of this region, the planning for new water resources must continue. The City of Justin considers water conservation an integral part of this planning process and water supply development process. Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (“TCEQ”) has promulgated guidelines and requirements governing the development of water conservation plans for Public Water Suppliers. The City of Justin developed its original plans for water conservation and drought contingency in May 1, 2019. This update of the Water Conservation Plan (the “Plan”) has been coordinated with the suggested model water conservation plan prepared by Upper Trinity Regional Water District (“UTRWD”) for its Members and Customers, such as the City of Justin; and is consistent with the latest TCEQ requirements outlined below. Water is a basic tenant in all aspects of sustainability. Water conservation is one critical element of a water supplier’s effort to meet future water supply needs, in an economical manner and without sacrificing quality of life standards. The following are the central objectives of this Plan:

- Reduce water consumption from levels that would prevail without conservation efforts.
 - Reduce the loss and waste of water, as evidenced by per capita use.
-

- Provide support and incentives to retail customers to maintain and continue sound conservation practices.
 - Continue to improve efficiency in the use of water.
 - Extend the adequacy of current water supplies by reducing peak and total demand for water.
- Additionally, the City of Justin’s commitment to water conservation and drought contingency planning, highlighting key elements and a systematic approach as outlined below:
- Regulatory Compliance: The City of Justin recognizes and adheres to the regulatory requirements set by TCEQ and TWDB, which mandate updates to Water Conservation & Drought Contingency Plans every 5 years. The commitment to regular updates demonstrates a proactive stance in responding to evolving environmental conditions and water management practices.
 - Technical Assistance & Outreach: Upper Trinity actively engages in providing technical assistance and outreach to its customers. This approach ensures a unified and consistent plan, fostering awareness among both residents and businesses about the importance of water conservation and drought preparedness.
 - Timeline for Adoption: The state’s and Upper Trinity’s deadline for adopting the Water Conservation & Drought Contingency Plans is set before May 1, 2024.
 - Implementation of Plans: Following the adoption of the plans, The City of Justin commits to a coordinated effort among staff to communicate and implement the proposed measures.
 - Water Conservation Program: The plan includes the creation of a Water Conservation Program, indicating a forward-looking and comprehensive strategy beyond mere regulatory compliance. The program is intended to encompass a range of initiatives aimed at reducing water consumption and promoting sustainable water use practices.
 - Alignment with Strategic Pillars: The Water Conservation Program aligns with the Excellence in Operations and Community Engagement Strategic Pillars adopted by the Council. This integration reflects a holistic approach, ensuring that water conservation efforts contribute to broader community goals and priorities.

The City of Justin is committed to its proactive stance, community engagement, and strategic alignment with local priorities. The Water Conservation Plan, including regular updates, outreach, and program implementation, demonstrates a commitment to sustainable water management practices in the face of environmental challenges.

City Attorney Review: Yes

Attachments:

1. Water Conservation Plan Ordinance 2024

THE CITY OF JUSTIN

ORDINANCE NO.770-24

AN ORDINANCE AMENDING CHAPTER 48, UTILITIES, ARTICLE IV, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE CITY OF JUSTIN CODE OF ORDINANCES; PROVIDING PLAN OBJECTIVES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Justin City Council finds that conservation of water and protection of water supplies is crucial to sustaining the quality of life of the residents and businesses of the City of Justin; and

WHEREAS, the City of Justin Water Contract with the Upper Trinity Regional Water District requires that the City of Justin institute and apply the same rationing, conservation measures, or restrictions to the use of water by City of Justin customers for so long as any part of City of Justin's total water supply is being furnished by Upper Trinity Regional Water District; and

WHEREAS, The City Council desires to comply with the Upper Trinity Regional Water District Water Contract and TCEQ regulations concerning drought contingency planning.

WHEREAS, the City of Justin recognizes that the amount of water available to the City and its water customers is limited and subject to depletion during periods of extended drought; and

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

SECTION 1: That the City Council of Justin, Texas, hereby adopts Ordinance 770-24 as the official Water Conservation Plan of the City of Justin.

SECTION 2: It is hereby declared to be the intention of the Justin City Council of the City of Justin, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Justin City Council of the City of Justin without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 3: The City Manager or his designee is hereby directed to file a copy of the Water Conservation and Drought Contingency Plan and this Ordinance with the Texas Commission on Environmental Quality in accordance with Title 30, Chapter 238 of the Texas Administrative Code.

SECTION 4: In addition to and accumulative of all other penalties, the City of Justin shall have the right to seek injunctive relief for any and all violations of this ordinance.

SECTION 5: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

SECTION 6: That all provisions of Section 48, not hereby amended, shall remain in full force and effect.

SECTION 7: That Chapter 48, Article IV of the City of Justin Code of Ordinances is hereby amended to read as follows:

SECTION 48-106.1 - Introduction and Objectives

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

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

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

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

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

- Extend the adequacy of current water supplies by reducing the pace of growth in the annual demand for water.

48-106.1.1 Texas Commission on Environmental Quality Rules

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

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

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

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

A. Minimum Water Conservation Plan Requirements

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

- *Utility Profile*: In accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total GPCD and residential GPCD), water supply system data and wastewater system data. (Section 2)
- *Record Management System*: Allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the following sectors: (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale). (Section 3)
- *Goals*: Specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use, in total GPCD and residential GPCD. The

goals established by a Public Water Supplier are not enforceable under this subparagraph. (Section 4)

- *Accurate Metering Devices:* Metering devices have an accuracy of plus or minus five percent (5%) for measuring water diverted from the source of supply. (Section 5.1)
- *Universal Metering, Testing, Repair and Replacement:* A program for universal metering of both customer and public uses of water, for meter testing and repair and for periodic meter replacement. (Section 5.2)
- *Determination and Control of Water Loss:* Specific measures to determine and control water loss. The measures may include periodic visual inspections along distribution pipelines, periodic audits of the water system for illegal connections or abandoned services. (Section 5.3)
- *Continuing Public Education Program:* A continuing public education and information program regarding water conservation is required as part of the Plan. (Section 5.4)
- *Non-Promotional Water Rate Structure:* A water rate structure that is not “promotional,” that is, rates that discourage waste and excessive use of water such as increasing block rate instead of volume discounts. (Section 5.5)
- *Landscape Water Management Strategy:* Implementing and achieving the efficient use and stewardship of water in landscape irrigation, including watering a maximum of two times per day and time-of-day watering provisions. It is an optional strategy within the TCEQ regulations. However, UTRWD requires that City of Justin implement a landscape water management ordinance as part of the Plan. (Section 5.6)
- *Reservoir Systems Operational Plan:* If applicable, provide for the coordinated operation of reservoirs owned by the water supply entity within a common watershed or river basin in order to optimize available water supplies. (Section 5.7)
- *Means of Implementation and Enforcement:* The regulations require a strategy for implementing and enforcing the provisions of this Plan, as evidenced by an ordinance, resolution or tariff, and a description of the authority by which the Plan is enforced. (Section 8)
- *Coordination with Regional Water Planning Group:* Document that the Plan has been coordinated with the Regional Water Planning Group to ensure consistency with the appropriate approved regional water plan. (Section 9)

B. Additional Requirements for Larger Public Water Suppliers

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

- *Program of Leak Detection, Repair and Water Loss Accounting:* A program of leak detection, repair and water loss accounting for the water transmission, delivery, and distribution system to control water loss. (Section 6.1)

- *Wholesale Customer Requirements:* If applicable, a requirement in every wholesale water supply contract entered or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in Title 30 TAC Chapter 288. (Section 6.2)

C. Enhanced Water Conservation Program Strategies

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

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

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

SECTION 48-106.2 Water Utility Profile

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

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

SECTION 48-106.3 Record Management System

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

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

SECTION 48-106.4 Water Conservation Planning Goals

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

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

- Decrease waste in lawn irrigation by implementing and enforcing landscape water management regulations and
- *(Include other goals as appropriate)*

Table 4.1
Municipal Per Capita Target Water Saving Goals

	Historic 5-yr Average	Baseline	5-yr Goal for year 2029	10-yr Goal for year 2034
Total GPCD ¹	175.58	175.6	220.6	273.02
Residential GPCD ²	140	142.7	164.33	198.49
Water Loss (GPCD) ³	0.10	0.10	0.13	0.14
Water Loss (%) ⁴	24.1%	20%	15%	10%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

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

SECTION 48-106.5 Basic Water Conservation Strategies

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

48-106.5.1 Accurate Supply Source Metering

The city of Justin uses the following source(s) of water: groundwater pumped plus treated surface water supplied by UTRWD. The city of Justin meters all water delivered into the distribution system from each water well site using meters having an accuracy of plus or minus five percent

(5%). The city of Justin currently calibrates its meters at each water well site on a regular basis and regularly checks the calibration of each meter at one (1) to two (2) year intervals.

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

48-106.5.2 Universal Metering, Meter Testing and Repair and Periodic Meter Replacement

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

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

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

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

(Further describe program as necessary)

48-106.5.3 Determination and Control of Water Loss

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

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

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

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

According to the Texas Water Code Section 16.0121, all retail public water suppliers are required to submit a water loss audit once every five years. Retail public water suppliers with either an active financial obligation with the TWDB or having more than 3,300 connections must submit a water loss audit every year. The City of Justin will complete the water loss audit every year, annually, as required, and will be the primary tool that will be used to monitor water loss.

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

48-106.5.4 Continuing Public Education and Information Program

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

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

- Website. Make information on water conservation available on City of Justin's website and include links to sites with good information about water conservation, such as to Texas SmartScape, AgriLife Water University, TWDB and TCEQ.
- Speaking Engagements. Notify local organizations, schools, and civic groups that City of Justin's staff, and staff of UTRWD, are available to make presentations on the importance of water conservation and the best ways to save water.

As a demonstration project, UTRWD maintains a water conservation garden to showcase the beauty and practicality of a water-conserving landscape. The conservation garden includes over 100 varieties of plants that are either native to North Texas or well adapted to the area and is available for use by City of Justin, garden clubs, developers or other civic groups who desire to advance their knowledge and use of water conservation practices in home and business landscapes.

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

- Public service announcements.
 - Water efficient landscape judging / competition and
 - Awards / certificates to recognize water efficient commercial users – recognize water saving landscape designs.
- (Further describe public education and information program as necessary)*

48-106.5.5 Non-Promotional Water Rate Structure

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

(Further describe public water rate structure as necessary)

Guidance. An example water rate structure is below:

Residential Rates

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

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

Commercial / Industrial Rates

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

48-106.5.6 Landscape Water Management Program/Ordinances

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

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

[Insert Designated Watering Schedule here. See example below]

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

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

These strategies will be actively promoted by City of Justin through public information programs and enforcement for mandatory compliance by its customers.

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

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

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

In addition, City of Justin and UTRWD have implemented the ‘Water My Yard’ outdoor watering management program to City of Justin’s area. The ‘Water My Yard’ website, WaterMyYard.org, allows residents to receive weekly lawn watering recommendations, which are given in minutes of runtime. Recommendations are based on data from three weather stations that UTRWD maintains, as well as the landscape’s needs, to prevent unnecessary overwatering. ‘Water My Yard’ is provided at no cost to residents, and City of Justin will promote ‘Water My Yard’ in utility bills, newsletters, and websites as appropriate.

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

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

- *Require all new irrigation systems include rain and freeze sensors.*
- *Require all new irrigation systems be in compliance with state design and installation standards (TAC Title 30, Part I, Chapter 344).*
- *Enforce strategies by a system of warnings followed by fines for continued or repeated violations.*

48-106.5.7 Reservoir Systems Operations Plan

Not applicable to City of Justin because City of Justin does not own any reservoirs.

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

SECTION 48-106.6 Requirements for Larger Public Drinking Water Suppliers

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

48-106.6.1 Leak Detection, Repair and Water Loss Program

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

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

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

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

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

48-106.6.2 Water Conservation Plans by Wholesale Customers

Not applicable to City of Justin because City of Justin does not have any successive wholesale customers.

OR

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

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

SECTION 48-106.7 Additional Water Conservation Strategies

The City of Justin has selected the following additional water conservation strategies, described below, to achieve the water conservation goals of the plan.

48-106.7.1 Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures

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

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

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

48-106.7.2 Reuse and Recycling of Wastewater and / or Gray Water

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

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

48-106.7.3 Pressure Control Program

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

(Further describe pressure control program, as appropriate)

48-106.7.4 Means for Measuring Success

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

48-106.7.5 Water Conserving Landscaping

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

48-106.7.6 Watershed Protection

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

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

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

County by establishing and maintaining a Coordinating Committee, made up of a diverse group of stakeholders, to champion the Greenbelt Plan for years to come.

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

48-106.7.7 Irrigation System Evaluations / Technical Assistance

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

48-106.7.8 Industrial, Commercial, and Institutional (ICI) Audits

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

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

48-106.7.9 In-House Water Conservation Efforts

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

- The City of Justin uses native or adapted drought tolerant plants, trees, and shrubs in many of its landscapes.
- Irrigation at City of Justin's facilities occurs during off-peak times at night and early morning to avoid evaporation losses.
- Irrigation is limited to the amount needed to promote survival and health of plants and lawns, including limitation on frequency and time-of-day watering (see Section 5.6).
- Irrigation will be avoided on Saturday and Sunday, if possible, since these are periods of high

water use by the public and

- Irrigation will be accomplished with treated wastewater effluent wherever feasible and practicable.

48-106.7.10 Water Conservation Coordinator

UTRWD requires each Customer, such as City of Justin, to designate a Water Conservation Coordinator. State law now requires utilities with 3,300 connections or more to designate a Water Conservation Coordinator, according to Section 13.146 of the Texas Water Code. The Conservation Coordinator is responsible for the preparation, implementation, and enforcement of City of Justin's water conservation and drought contingency plans, as well as the preparation and submittal of annual conservation status reports and implementation of City of Justin's conservation program.

SECTION 48-106.8 Implementation and Enforcement

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

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

SECTION 48-106.9 Coordination with Regional Water Planning Group and UTRWD

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

SECTION 48-106.10 Review and Update of Water Conservation Plan and Annual Reports

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

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

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 11th DAY OF APRIL, 2024.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE ____ DAY OF _____, 2024.

APPROVED:

**JAMES CLARK,
MAYOR**

ATTEST:

**BRITTANY ANDREWS,
CITY SECRETARY**

APPROVED AS TO FORM:

**MATTHEW BOYLE
CITY ATTORNEY**



City Council Coversheet
April 11, 2024
415 N. COLLEGE AVE.

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider and act upon ordinance 776-24 on second reading to 1 for a Specific Use Permit for the Gaston House legally described THE PRESERVE PHASE 1 BLK 6 LOT 23-27X.
Generally located southwest from the intersection of FM 407 and Boss Range Road.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends approval as presented.

Background:

The purpose of this memo is to present a proposal for the adaptive reuse of the Gaston House within the City of Justin, transforming this existing residential structure into a museum dedicated to the history of The City of Justin. This initiative is designed not only to preserve a landmark but also to foster community engagement and education about Justin's heritage. As outlined in our Planned Development Standards, all General Business Uses within the designated area require approval via a Specific Use Permit (SUP). In alignment with these regulations, this proposal seeks an SUP for the establishment of the Gaston House as a museum. This endeavor will provide an invaluable educational resource, offering residents and visitors alike insights into the city's development, cultural milestones, and notable figures.

Furthermore, the proposal encompasses the operation of incidental retail services within the museum premises, events outside the premises, and gardening in the future. These services will include, but are not limited to, the sale of merchandise such as shirts, mugs, and other items. The programming of which entity will run the structure upon completion is to be determined at a later date in conjunction with The Justin Heritage Foundation. The proposed museum and retail services at the Gaston House are anticipated to contribute significantly to the cultural and quality of life for the City of Justin. By providing a focal point for historical education and community pride, the project aligns with the city's goals of promoting a higher quality of life.

ZONING:

PD-SF2

LANDSCAPING:

On the north and south side there will be a wall of hedges (approximately 15 on the north side and 22 on

the south side) to help screen the property from oncoming traffic. On the west side there are approximately four canopy trees and five understory trees. On the east side there will weepinglove grass to keep the natural and agricultural feel entering the site. The landscaping proposed will meet the plant selection and tree species list.

PARKING:

There are 22 parking spaces allotted for this area and use. This would meet the parking requirements by a significant margin (only required to have approximately 7 spaces). The extra parking is to help accommodate events as needed, mobile food trucks, or any additional incidental use.

GARDENING/COURTYARD:

The proposed SUP encompasses a courtyard on the interior of the site to the south along with smaller gardening to the southwest.

FISCAL IMPACT:

Working with the consultants, an estimate to restore the structure and improve the site as proposed is estimated at \$1,426,221.50.

If Constructed within 7 years: Approximately \$203,746 per year

If Constructed within 10 years: Approximately \$142,622.15 per year

If Constructed within 15 years: Approximately \$95,081 per year

The estimates above do not account for inflation.

Lastly, the City will explore grant programs, partnerships with developers (funding and in-kind), private donations working with the Justin Heritage Foundations, and City funding.

SPECIFIC USE PERMIT CRITERIA:

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

P&Z Recommendation:

On March 19, 2024, the Planning and Zoning Commission unanimously recommended approval of the Specific Use Permit. The discussion centered around adjacency and land use issues such as screening, noise, and lighting.

City Attorney Review: No

Attachments:

1. SUP Package
2. Ordinance 728-22
3. SUP Application
4. Map
5. Proposed Ordinance 776.24- Gaston House
6. Letter of Support 3 21 2024



The Gaston House

Schematic Design

Justin, TX
March 11, 2024

Introduction

The Gaston House, located in The City of Justin, Texas, is a historic Victorian residence. Constructed in the early 1900s, the property initially encompassed 714 acres of farmland. Despite the passage of time and the effects of weathering, the house remains standing, serving as a poignant symbol of Justin’s rich history.

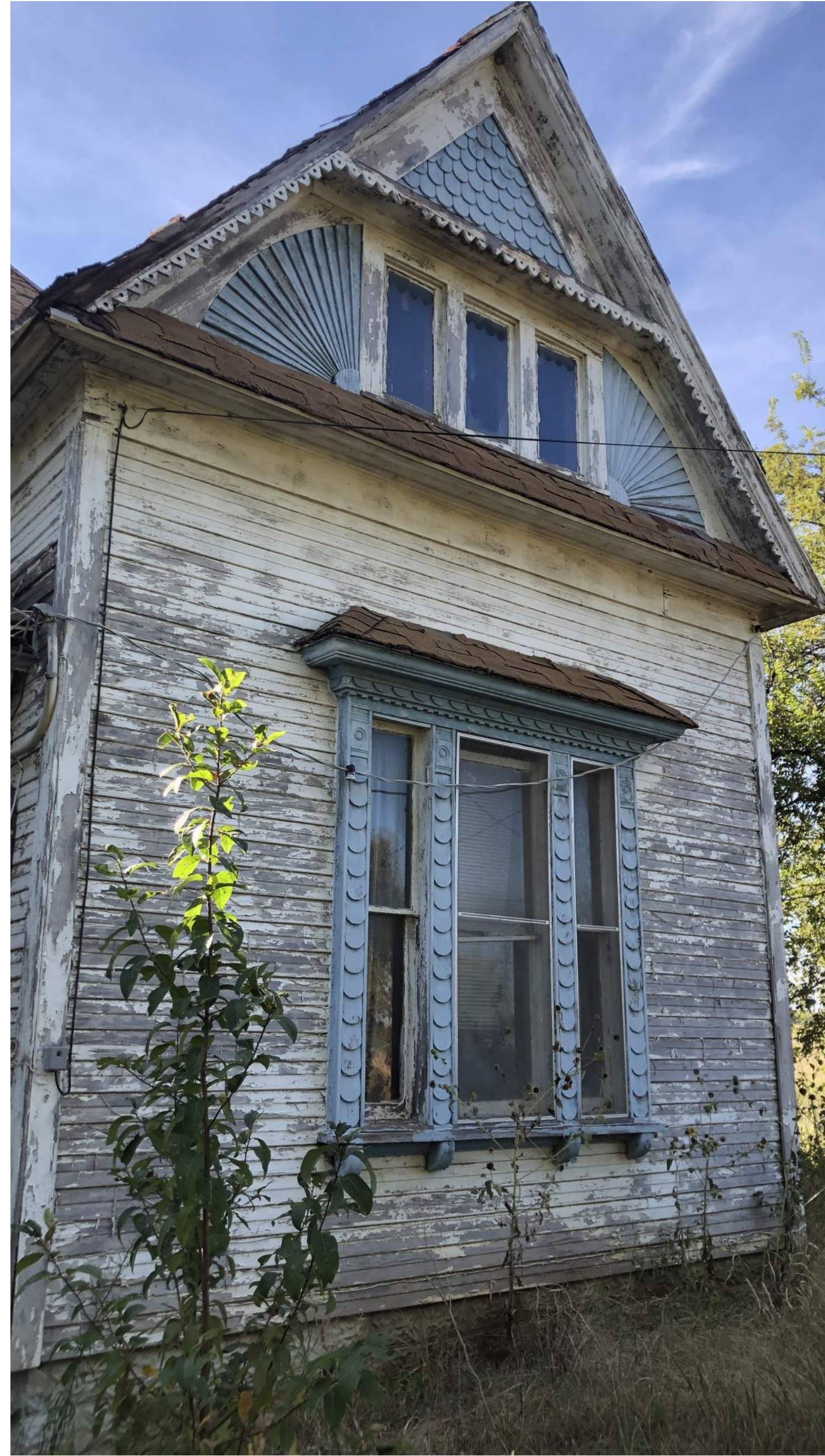
In collaboration with Larson & Pedigo, The City of Justin, and The Justin Heritage Foundation, the current project focuses on restoring the original 1900s residence. The goal is to preserve its historical significance and offer the community a shared space. Functioning as a community center, Gaston House aspires to host various community events and provide educational opportunities.





The City of Justin

Situated at the crossroads of Farm roads 407 and 156, Justin is located five miles northwest of Grapevine Lake in southwestern Denton County. Justin's origin traces back to 1883 when town lots, owned by Chet Helm and a man named Riley, were put up for sale. In the same year, a general store opened its doors, marking the beginning of Justin's transformation into a focal point for farmers in the area.



The Gaston House

Constructed in the early 1900s, Gaston House was the residence of Stephen L. Gaston, along with his wife Emma and their two children. Positioned just six miles west of Justin, Gaston House comprised 714 acres of farmland.

<https://www.justinheritagefoundation.com/blogs/gaston-house/the-story-of-the-gaston-family>



The Justin Heritage Foundation

Starting as a city committee, the Justin Heritage Foundation has transformed into a charitable organization. This foundation is made up of a group of individuals who gained momentum in their dedication to preserving The Gaston House.

<https://www.justinheritagefoundation.com/blogs/justin-history>



Texas Farm Culture in Justin

Agriculture has played a significant role in the growth of Justin. In the late 1800s, the community prospered with the prevalence of wheat and dairy farms. Justin's importance expanded through the integration of grain elevators, frozen-food lockers, and the establishment of paved roads, cementing its pivotal position as a vital shipping point for various agricultural products and continued growth.



The Gaston House

03/01/2024

City of Justin
415 N College Avenue
Justin, TX 76247

Garrison/Jones Landscape Architects
400 N Ervay St #132815
Dallas, TX 75201

This information is based on the most current information available and is intended for conceptual use only.



1 Frame out front entry with a residence feel



2 Create internal views and study parking locations



3 View to neighborhood behind the property



4 Consider additional screening along existing retaining wall



5 Consider screening from Residence backing the property



6 Preserve existing tree line



7 Potential entry/ exit to and from the site



8 Align landscape to compliment architecture



The Gaston House

03/01/2024

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This information is based on the most current information available and is intended for conceptual use only.

Design Goals

Economic:

Foster local economic growth by actively supporting and promoting local businesses, contribute to the elevation of real estate values through thoughtful development and preservation efforts, implement and adhere to a well-managed budget to ensure sustainable financial practices, generate revenue through strategic initiatives that benefit both the community and the foundation’s objectives.

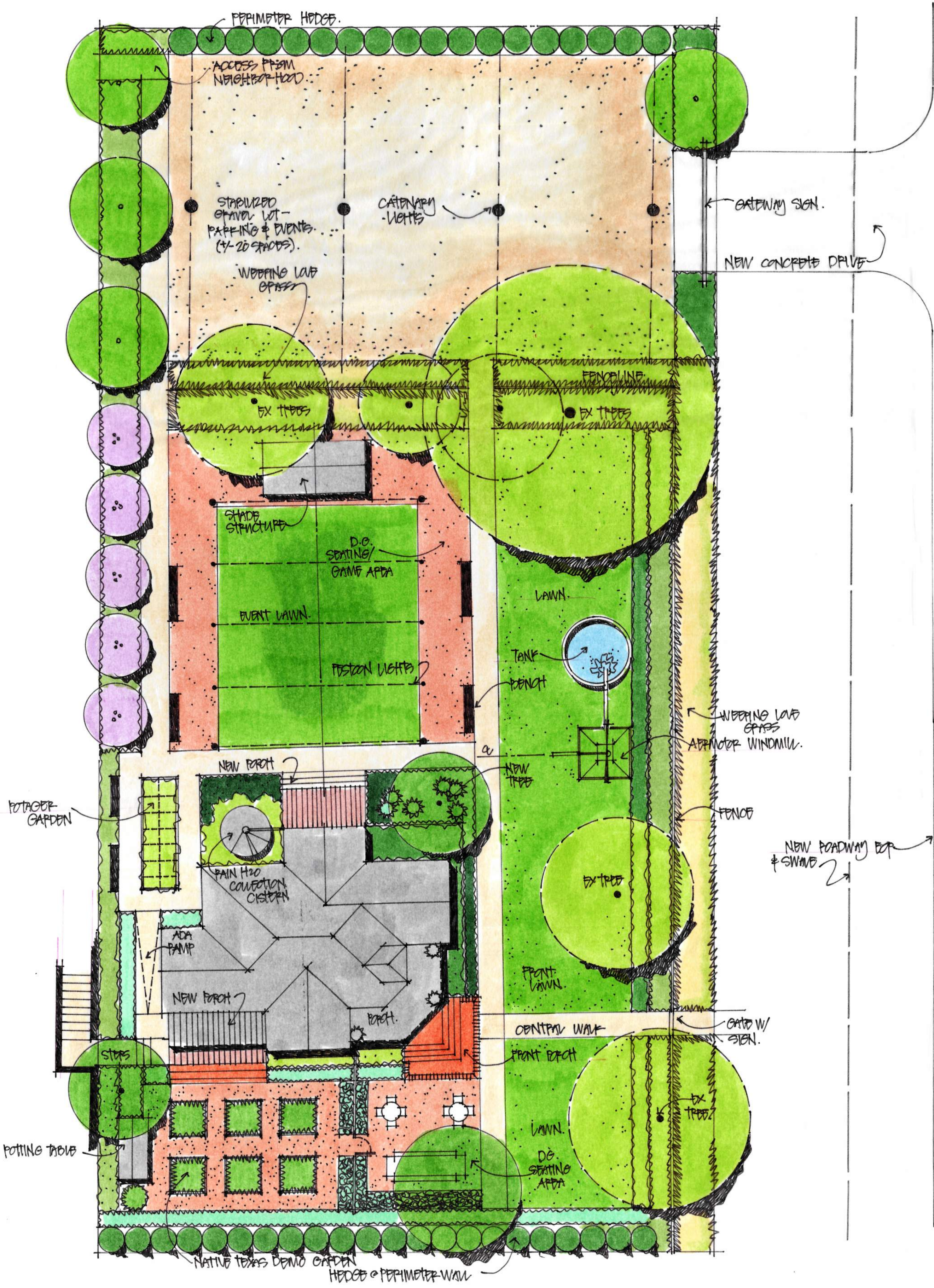
Social:

Establish a centralized community hub that caters to a diverse range of interests and provides ample recreational opportunities, promote and celebrate the roots of Justin, fostering a sense of pride and unity among residents, share the rich culture and heritage of Justin with visitors, enhancing community engagement and connection.

Environmental:

Cultivate an authentic environment that reflects the unique character of Justin, Texas, incorporating ecological elements and showcasing agricultural practices, ensure a sustainable and efficient maintenance plan for the environment, preserving the natural beauty of the area for everyone to experience and enjoy.





The Gaston House

03/01/2024

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Dallas, TX 75201

This information is based on the most current information available and is intended for conceptual use only.

Schematic Site Plan

- 1

Parking Lot Stabilized Gravel
- 2

Vehicular Entry Drive
- 3

Catenary Lights
- 4

Shade Structure
- 5

Event Lawn
- 6

Festoon Lights
- 7

D.G Seating/Game Area
- 8

New Porch
- 9

Rain H2O Collection Cistern
- 10

ADA Ramp
- 11

Potting Table
- 12

Native Texas Demo Garden
- 13

Screening Hedge
- 14

Decorative Gate
- 15

Central Walk
- 16

Windmill/ Tank
- 17

Fence
- 18

Front Lawn



The Gaston House

03/01/2024

City of Justin
415 N College Avenue
Justin, TX 76247

Garrison/Jones Landscape Architects
400 N Ervay St #132815
Dallas, TX 75201



This information is based on the most current information available and is intended for conceptual use only.

Estimate of Propbable Cost

Item	Quantity	Unit Cost	Sub-Total	
Building Renovations				
Miscellaneous Renovations	2,500 SF	\$310.00	\$775,000	
Hardscape				
Concrete Driveway	1,000 SF	\$12.00	\$12,000	6" Thick Standard Gray Concrete
Gateway Sign (Vehicular)	1	Allow	\$15,000	
Gateway Sign (Pedestrian)	2	Allow	\$15,000	
Stabilized Gravel Lot	5,800 SF	\$15.00	\$87,000	
Decomposed Granite	3,226 SF	\$6.00	\$19,356	
Concrete Walkway	2,500 LF	\$8.00	\$20,000	
Porhes/Ramp/Steps	1,000 Sf	\$15.00	\$15,000	
Shade Pavilion	1	Allow	\$75,000	
Rain Water Collection Cistern	1	Allow	\$10,000	
Potager Garden	1	Allow	\$3,000	
Fencing / Gates	310 LF	\$40.00	\$12,400	
Native Texas Demo Garden	6	Allow \$1,500 each	\$9,000	
Potting Table	1	Allow	\$2,500	
Site Furnishings	1	Alllow	\$30,000	
Lighting	1	Allow	\$30,000	
Electrical	1	Allow	\$5,000	
Utlities	1	Allow	\$15,000	
Aermotor Windmill	1	Allow	\$10,000	
Stock Tank	1	Allow	\$2,500	
Hardscape Sub-Total			\$387,765	
Softscape				
Fine Grading	1	Allow	\$10,000	
Tree Protection	1	Allow	\$15,000	
Ornamental Trees	5	Ea	\$3,000	
Canopy Trees	7	Ea	\$7,0000	
Screening Shrubs	42	Ea	\$16,800	
Planting Beds	8,000	SF	\$56,000	
Lawn	5,600	SF	\$5,600	
Planting Bed Irrigation	8,000	SF	\$12,000	
Lawn Irrigation	5,600	SF	\$8,400	
Softscape Subtotal			\$133,800	
Project Total			\$1,296,565	
Contigency @ 10%			\$129,656.50	
Project Grand Totel			1,426,221.50	

ORDINANCE NUMBER 728-22

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, AMENDING A SF-2 PLANNED DEVELOPMENT DISTRICT ON AN APPROXIMATE 196.712 ACRES OF LAND ON THE SOUTHWEST CORNER OF FM 407 AND BOSS RANGE ROAD HAVING THE LEGAL DESCRIPTION OF WILLIAM CABLE SURVEY, ABSTRACT NO. 285, THE WARREN A. FERRIS SURVEY, ABSTRACT NO. 419, DENTON COUNTY, TEXAS; PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the landowners of approximately 196.712 acres of land located on the southwest corner of FM 407 and Boss Range Road, having the legal description of William Cable Survey, Abstract No. 285, the Warren A. Ferris Survey, Abstract No. 419, Denton County, Texas, Texas, desire to amend the SF-2 Planned Development ; and

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

WHEREAS, having reviewed the request for the residential development the Commission determined that the amendment to reduce landscaping 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 amendment of the SF-2 Planned Development is approved with the following conditions a part of this ordinance:

- The Gaston House, legally described as Lots 23, 24, 25, 26, and 27, Block 6, is permitted to include all uses in the General Business Zoning District with a Specific Use Permit.

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.

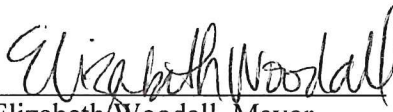
Section 2. Applicable Regulations/Zoning Ordinance and Zoning Map Amended. Development and use of the property shall follow this ordinance, including all Exhibits thereto as amended hereby, the Code of Ordinances of the City of Justin, Texas, and all applicable state and federal law.

Section 3. 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.

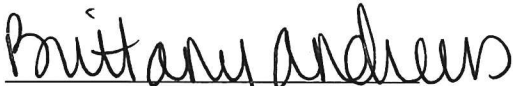
Section 4. Severability Clause. If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect for any reason, the validity of the remaining portions of this 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 5. 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.




Elizabeth Woodall, Mayor

ATTEST:


Brittany Andrews, City Secretary

Approved as to form:


City Attorney

☐ Zoning Change ☒ Special Use Permit ☐ Planned Development

Project Address THE PRESERVE PHASE 1 BLK 6 LOT 23-27X

Project Name GASTON HOUSE MUSEUM SUP

Legal Description THE PRESERVE PHASE 1 BLK 6 LOT 23-27X Acreage 0.96

Current Zoning PD-SF2 Proposed Zoning PD-SF2

Current Use RESIDENTIAL Proposed Use MUSEUM

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

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

Company CITY OF JUSTIN Contact Name MATTHEW CYR
Address 415 N COLLEGE AVE City JUSTIN State TX Zip 76247
Phone 940-648-2541 Email MCYR@CITYOFJUSTIN.COM

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

Planning & Zoning Department | 415 N. College, Justin, TX 76247
940-648-2541 Ext. 5 | www.cityofjustin.com | development@cityofjustin.com

APPLICATION SUBMITTAL REQUIREMENTS

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

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

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

The following items are required with all types of applications:

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

ZONING CHANGE

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

PLANNED DEVELOPMENT

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

SPECIAL USE PERMIT

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

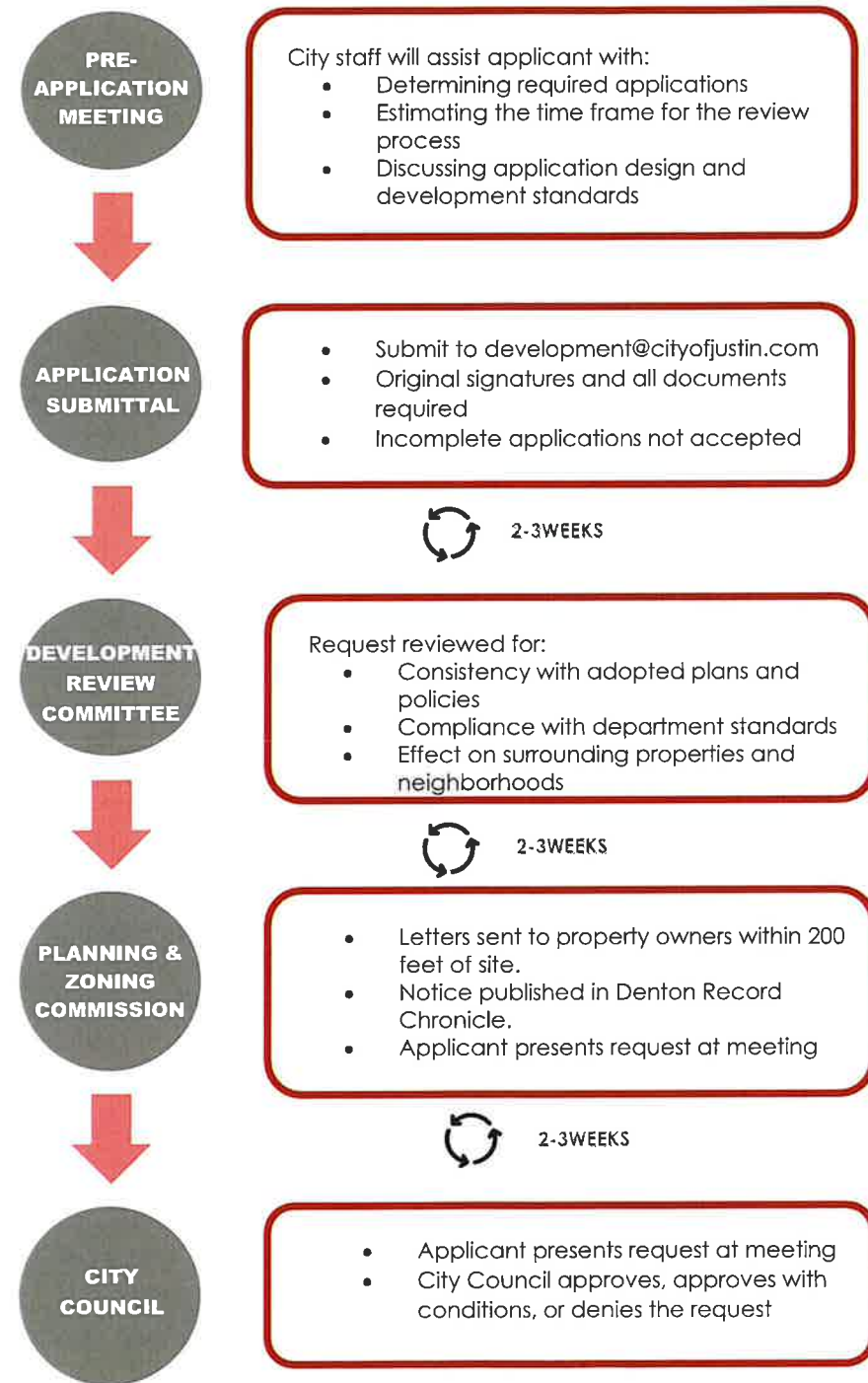
SITE PLAN

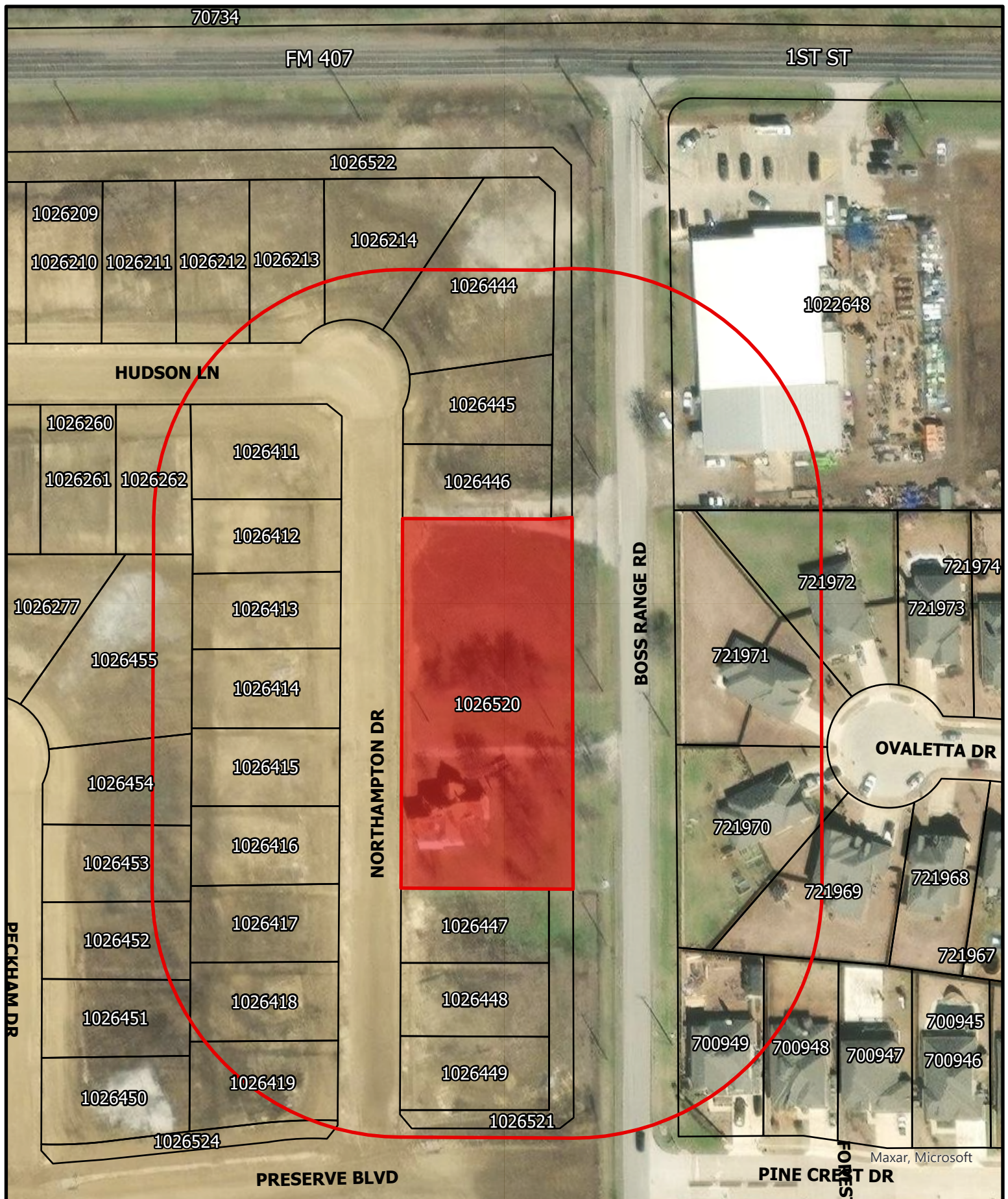
Applications requiring a site plan must show the items indicated in the technical

- ☐ SITE LAYOUT
 - o Location map, north arrow, graphic and written scale (not less than 1" = 60').
 - o Existing zoning and land use of the properties adjacent to the site.
 - o Existing structures on the site, indicating setbacks from property lines.
 - o Proposed land uses and building locations, indicating setbacks from property lines.
 - o Square footage, acreage, and density of all proposed land use and lots.
 - o Location and gross area of all streets, sidewalks, and other paved surfaces and its percentage of total property area.
 - o Gross area of open space area and recreational areas and its percentage of total property area.
 - o Existing and proposed public and private rights-of-ways, easements, access points into the property, and street names.
 - o Calculations and location of all off-street parking and loading facilities.
 - o Location, type, and elevation drawings of all signs, including ground and building-mounted signs.
 - o For residential uses, the number, type, and density of each type of dwelling unit (i.e., single-family, multi-family, townhouse, etc.).
- ☐ LANDSCAPE PLAN
 - o Plans demonstrating compliance with standards described in Chapter 52, Zoning of the City's Code of Ordinances, showing all required and proposed landscape setbacks, buffer yards, screening, and fencing.
 - o Tree preservation plan per Chapter 52, Zoning of the City of Justin Code of Ordinances if protected trees are present on the property.
- ☐ BUILDING ELEVATIONS
 - o Plans demonstrating compliance with standards for exterior appearance quality as described in Chapter 52, Zoning of City of Justin Code of Ordinances.
 - o Elevation drawings of all sides of building, showing dimensions, height, building materials, color, texture, and design.
 - o Percentage calculations of building materials for each facade.
- ☐ PHOTOMETRIC PLAN
 - o Plans demonstrating compliance with standards described in the Zoning Chapter.
 - o Location, type, and number of all exterior lighting, including building and pole mounted fixtures.
 - o Lighting manufacturer specifications or cut sheets of each type of luminaire equipment.
 - o Calculations and analysis of anticipated light distribution generated by all exterior lights.
- ☐ ENGINEERING PLANS
 - o Civil engineering plans for all public and private improvements for water, sanitary sewer, storm-water, grading, and drainage. Plans must demonstrate compliance with the City of Justin TCSS Manual.
 - o Traffic impact analysis or traffic circulation analysis, if required by the City Engineer for this property.

ZONING CHANGE

The graphic below describes the major steps of the zoning application process. The length of the process varies depending on the complexity of each project. Typically, the process could run at least 12 weeks from application to final action.





Legend

-  200ft Notice Radius
-  Gaston House

0 50 100 150 Feet



Gaston House SUP
City of Justin

Dated: 03/08/24

ORDINANCE NUMBER 776-24

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING A SPECIFIC USE PERMIT FOR A MUSEUM AND HAVING THE LEGAL DESCRIPTION OF LEGALLY DESCRIBED THE PRESERVE PHASE 1 BLK 6 LOT 23-27X, DENTON COUNTY, TEXAS; PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City acquired the property on March 17, 2023, in accordance with the developers agreement for The Preserve; and

WHEREAS, the City is attempting to work with the Justin heritage Foundation to enhance quality of life and preserve the history of the house; and

WHEREAS, the City worked with Garrison Architect group, the Justin Heritage Foundation, and Justin 197 Holdings LP to draft a conceptual plan for the Gaston House to be utilized as a museum with incidental retail, park, and special events space, ; 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 Specific Use Permit was compatible with surrounding uses and the City's Comprehensive Plan and recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Justin, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, having held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard, and having considered the recommendation of the Planning and Zoning Commission, has determined that the proposed Specific Use Permit is approved with the exhibits attached.

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

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

Section 2. That the Zoning Ordinance of Justin, Texas, regulating property legally described as legally described as legally described THE PRESERVE PHASE 1 BLK 6 LOT 23-27X. Generally located southwest from the intersection of FM 407 and Boss Range Road. Justin, Denton County, Texas, is amended to establish a Specific Use Permit for a Museum with incidental retail, events space, and open park.

Section 3. Applicable Regulations/Zoning Ordinance and Zoning Map Amended.

Development and use of the property shall follow this ordinance, including all Exhibits thereto as amended hereby, the Code of Ordinances of the City of Justin, Texas, and all applicable state and federal law.

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

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

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

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 28TH DAY OF MARCH , 2024.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE ____ DAY OF _____, 2024.

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

Approved as to form:

City Attorney



To preserve, protect, and visually reflect our unique Justin heritage so that future generations may appreciate and experience the early North Texas way of life

March 21, 2024

Matt,

I want to start this letter with an enormous **THANK YOU** from the entire Justin Heritage Foundation! Since you have stepped in, we feel like so much progress has been made and our vision for the home (and grounds) has not only been heard by you and the Team you have created, but this vision is actually coming to life! We are confident that there is now a clear path to follow to not only get this project off the ground, but to see it through to completion. This is such an exciting time for our foundation, and we are thrilled to be partnering with the City of Justin to continue the vision of making Justin a hometown not only this community, but North Texas will see, a hometown should be!

With that, we would like to go on record to say that The Justin Heritage Foundation is in full support of this project, the SUP and proposed plan lined out at this past Tuesday's P&Z meeting.

Thank you again for your time, all of your efforts and making the Justin Heritage Foundation feel like a true partner in this very special project.

Sincerely,
India White
Director of Building
Justin Heritage Foundation



City Council Coversheet
April 11, 2024
415 N. COLLEGE AVE.

Agenda Item: 7. (CONSENT AGENDA)

Title: Consider and act upon Ordinance 775-24 on second reading to amend the Planned Development (GB-PD) Standards for Justin Town Square. The amendment is proposed for the properties legally described as LOTS 1 - 7, BLOCK 1, LOTS 1-3, BLOCK 2, LOT A, BLOCK 3, LOT A, BLOCK 4, HARDEMAN CENTER ADDITION PH 1 BLK 2 LOT 1, JWR 711 ADDITION BLK A LOT 3, JWR 711 ADDITION BLK A LOT 2, JWR 711 ADDITION BLK A LOT 1.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends approval.

Background:

Office Equity Solutions (OES) is seeking to modify the existing Planned Development plan to incorporate solar lighting in Justin Town Square. This initiative aims to offer a unique product that sets Justin Town Square apart from other Town Centers or Squares in the metropolitan area. Additionally, this request stems from challenges encountered in collaborating with Oncor to secure conventional lighting solutions.

Furthermore, Staff has suggested that permitting a hotel in the Civic Mixed Use (CMU) area through a Specific Use Permit should be considered. Staff also recommend restricting medical uses to 20% of the development, unless an expansion of this limit is authorized by a Specific Use Permit going forward.

The lights will use a stepped dimmer that provides full brightness until about 2:00 AM typically, then will step the output down to around 25-30% of full brightness until 1 hour before sunrise when it steps back up to full brightness.

The developer is working on addressing the comments for a 10 year battery warranty and for further information on weather proofing the solar lighting.

PD Amendment Requests:

1. Amend the Planned Development to allow Solar Lighting and ensure all lighting criteria conforms to the non-residential lighting standards per the Code of Ordinance.

2. Limit Medical to 20% as defined by “Health Care Services”.
3. Permitting a hotel in the Civic Mixed Use (CMU) area through a Specific Use Permit.

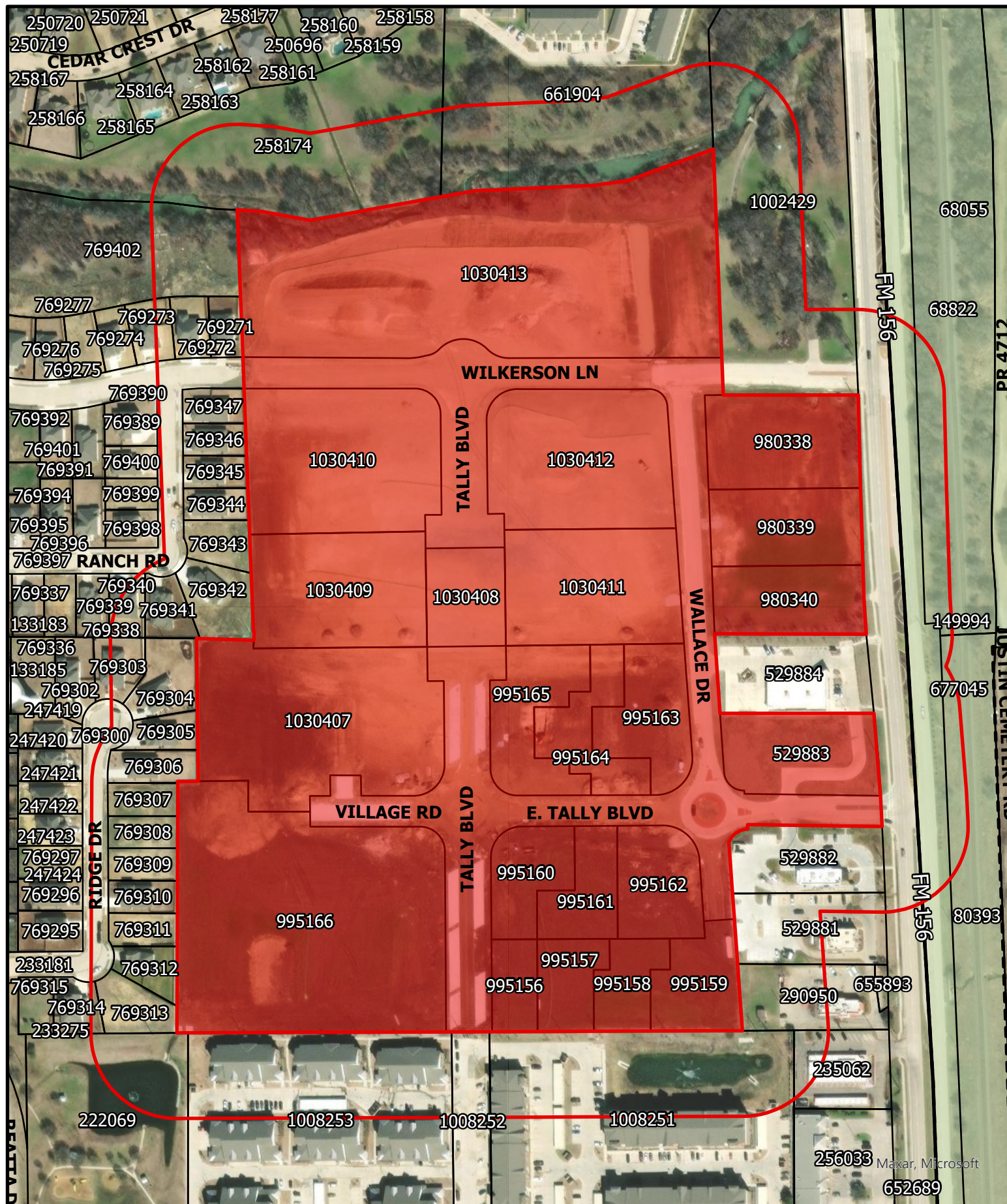
P&Z Recommendation:

On March 19, 2024, the Planning and Zoning Commission unanimously recommended approval of the PD Amendments. During the meeting there was a concerned resident that spoke about lighting adjacent to his property. Staff and the developer did discuss those concerns with the resident during and after the meeting.

City Attorney Review: No

Attachments:

1. Map
2. Photometrics- Justin Town Square
3. Lighting Specs
4. Proposed Ordinance 775.24
5. JTS PD Standards Exhibit A



Legend

-  Justin City Limits
-  Justin ETJ

- Justin Town Square
200ft Notice Radius

0 125 250 375 Feet

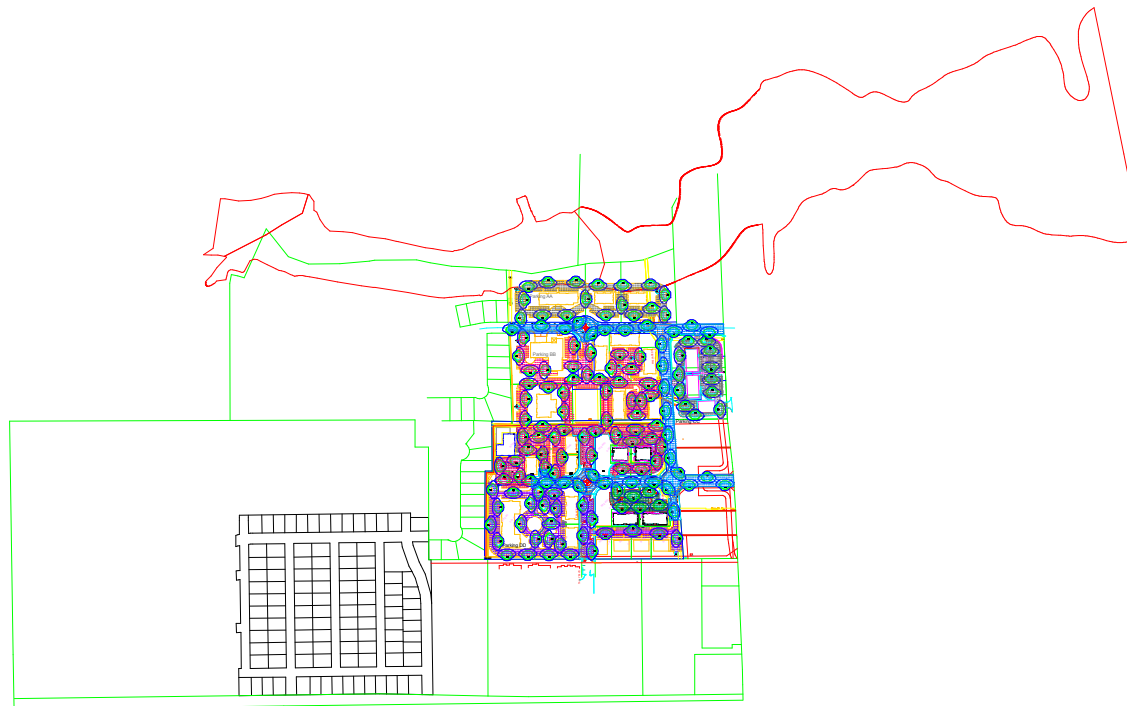


Justin Town Square PD Amendment City of Justin, TX

Dated: 03/08/24

Luminaire Schedule										
Symbol	Label	Luminaire Watts	Lumens/Lamp	Total Lamp Lumens	LLF	Arrangement	Arm	Tilt	Mount Height	Qty
☉	DOMIAMINI_T3_30K_30W	30	4019	4019	0.950	Single	1	5	20	147

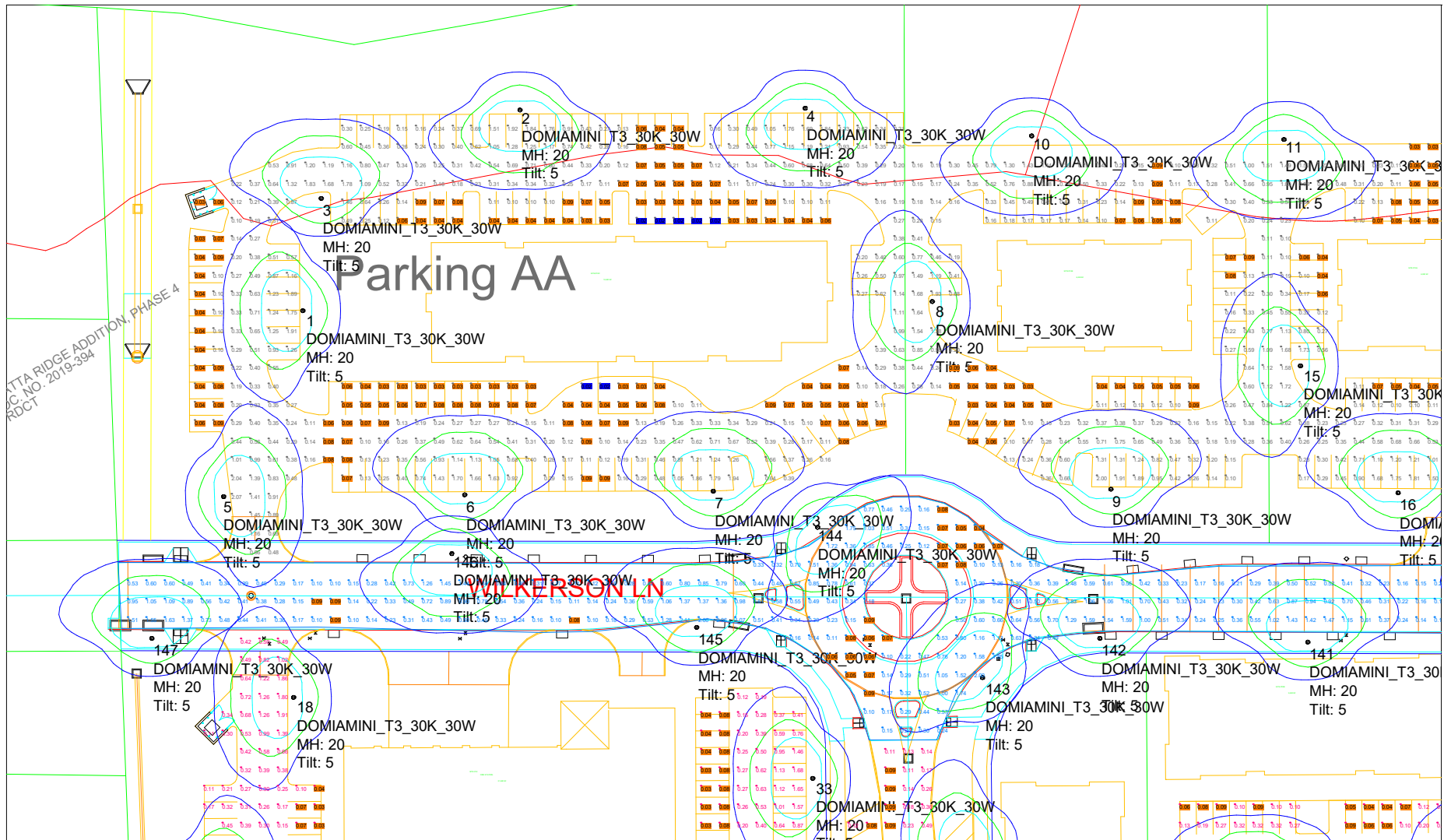
Numeric Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking AA	Illuminance	Fc	0.44	2.17	0.02	22.00	108.50
Parking BB	Illuminance	Fc	0.48	2.24	0.01	48.00	224.00
Parking CC	Illuminance	Fc	0.49	2.18	0.02	24.50	109.00
Parking DD	Illuminance	Fc	0.48	2.18	0.01	48.00	218.00
Parking EE	Illuminance	Fc	0.54	2.18	0.06	9.00	36.33
Roadway Rev	Illuminance	Fc	0.49	2.19	0.01	49.00	219.00



Justin TX - Justin Town Square
Project Number - DH_2-21838
Prepared By: jim ww
Operating Profile -
Date:2024-03-19

Sol by Sunna Design Inc.
Solarlighting.com
sales@solarlighting.com
Toll free: +1 800 959 1329

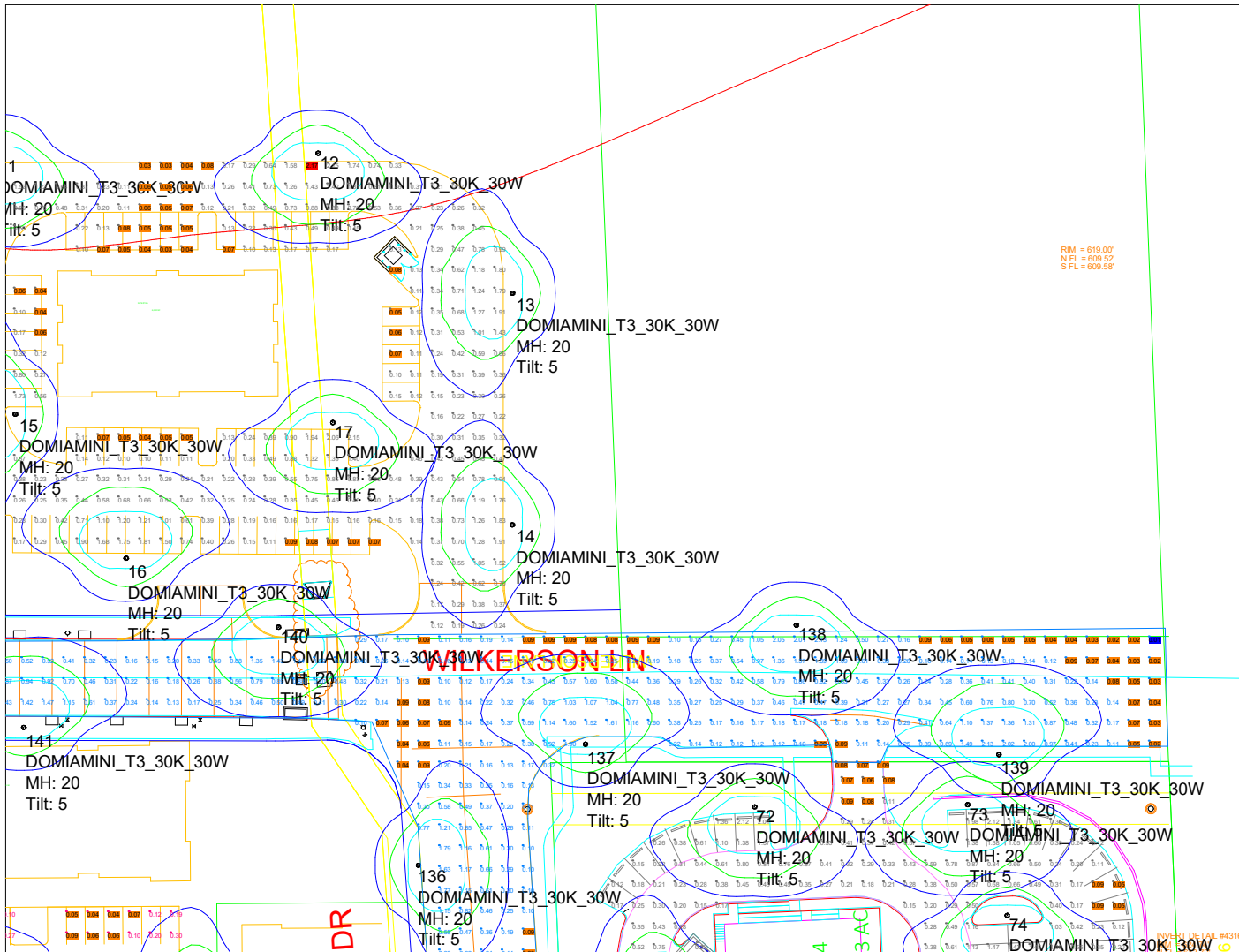




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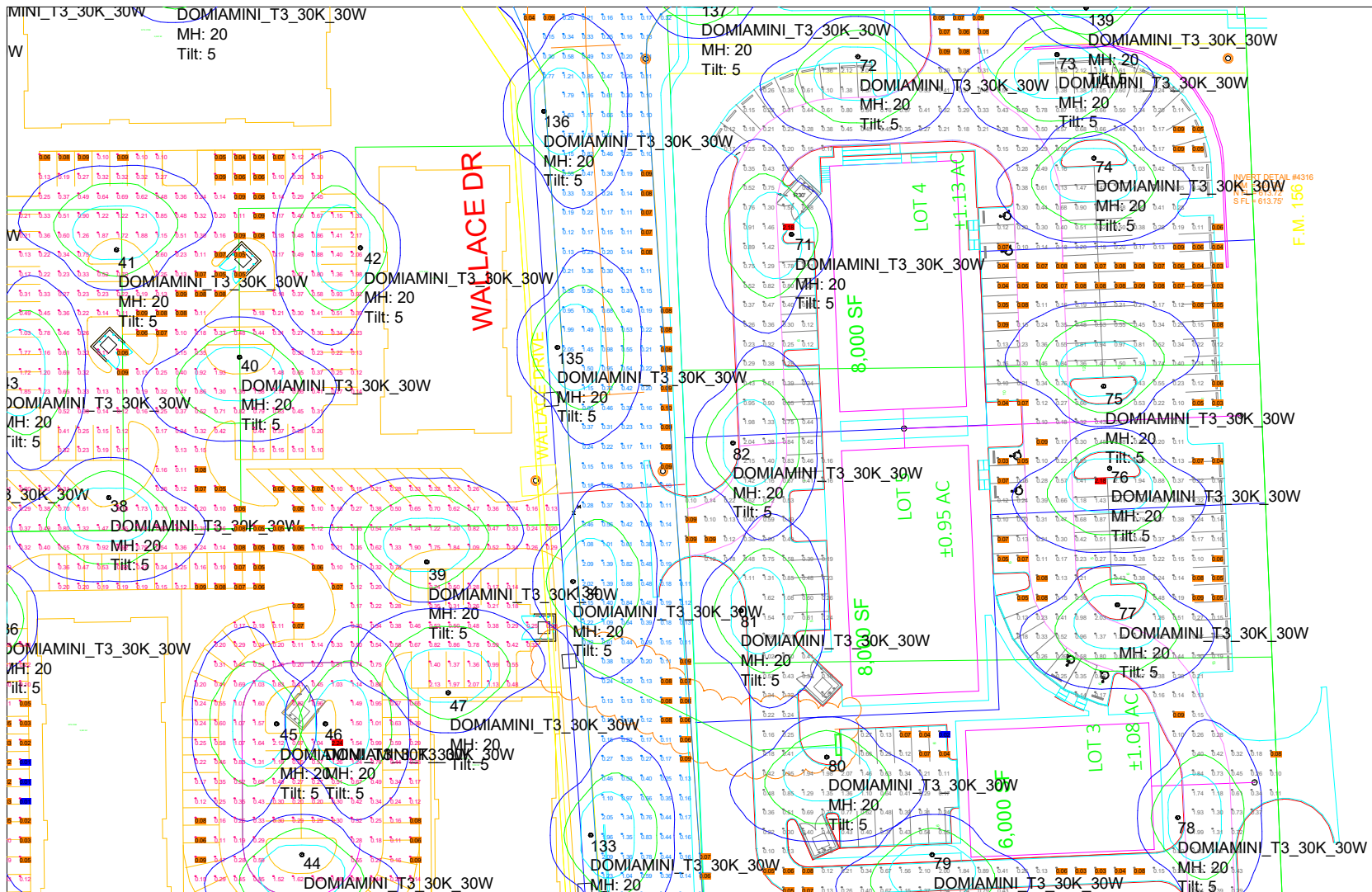
RIM = 619.00'
N FL = 609.52'
S FL = 609.58'

INVERT DETAIL #4316

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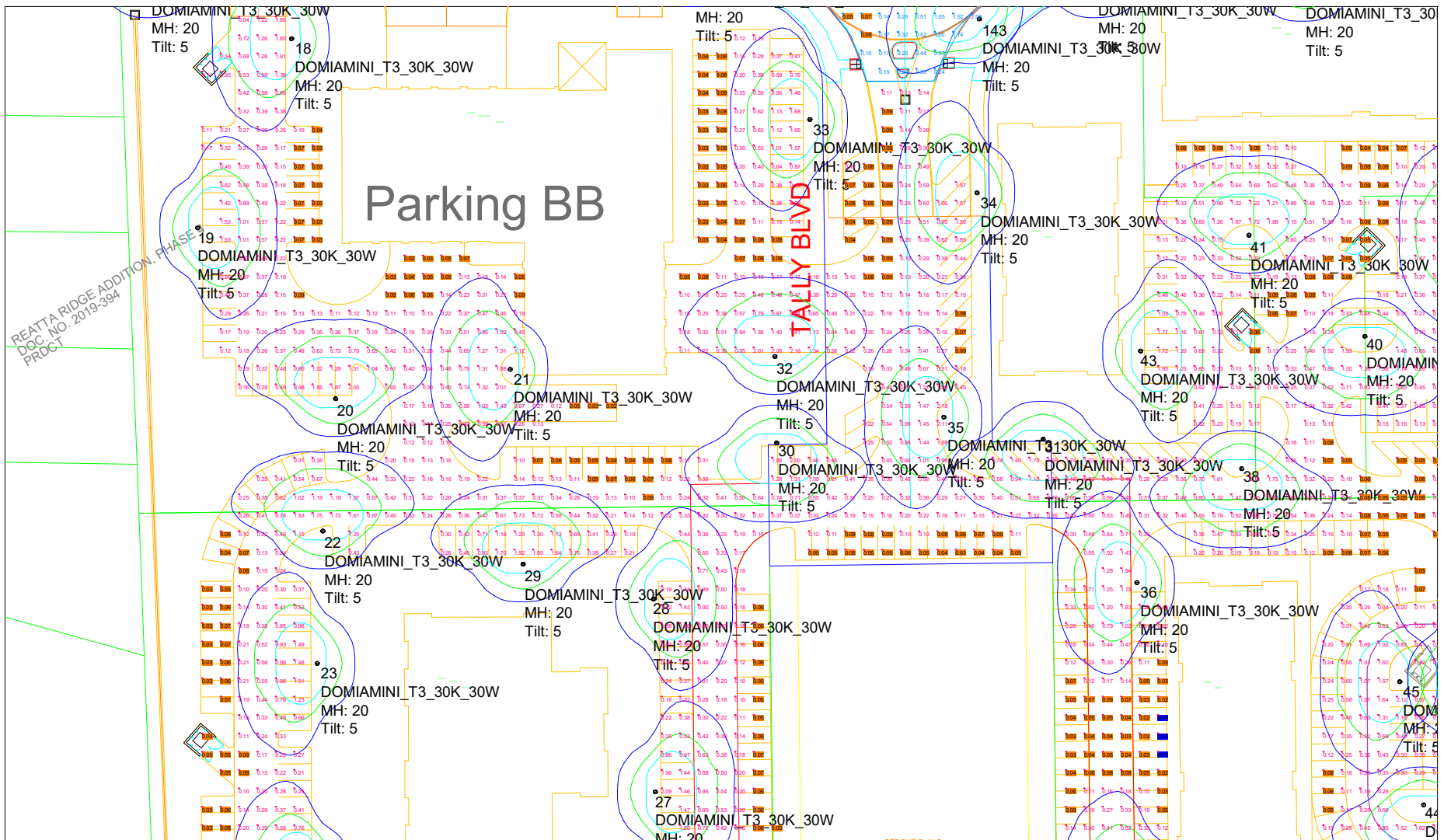




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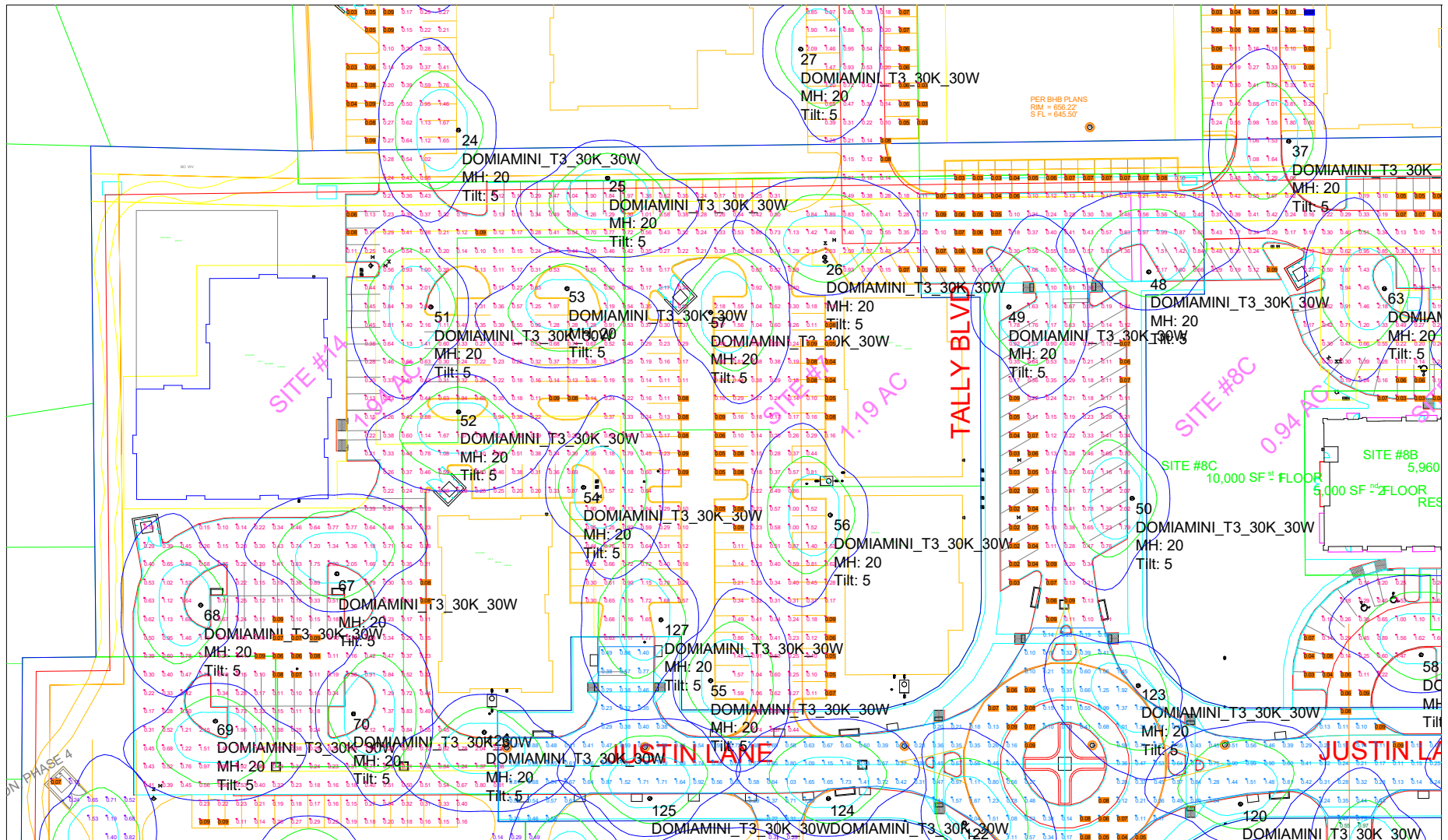




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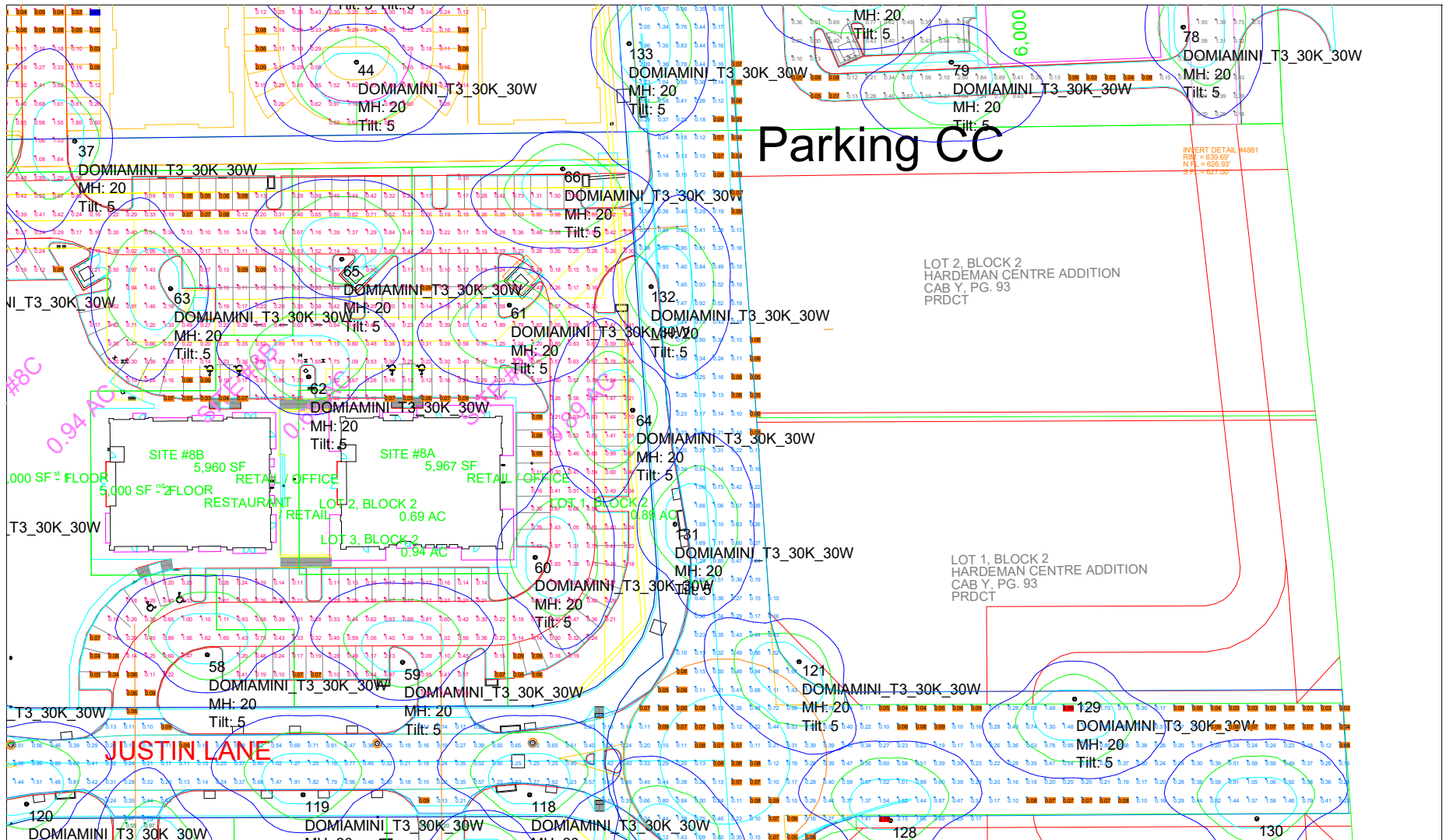




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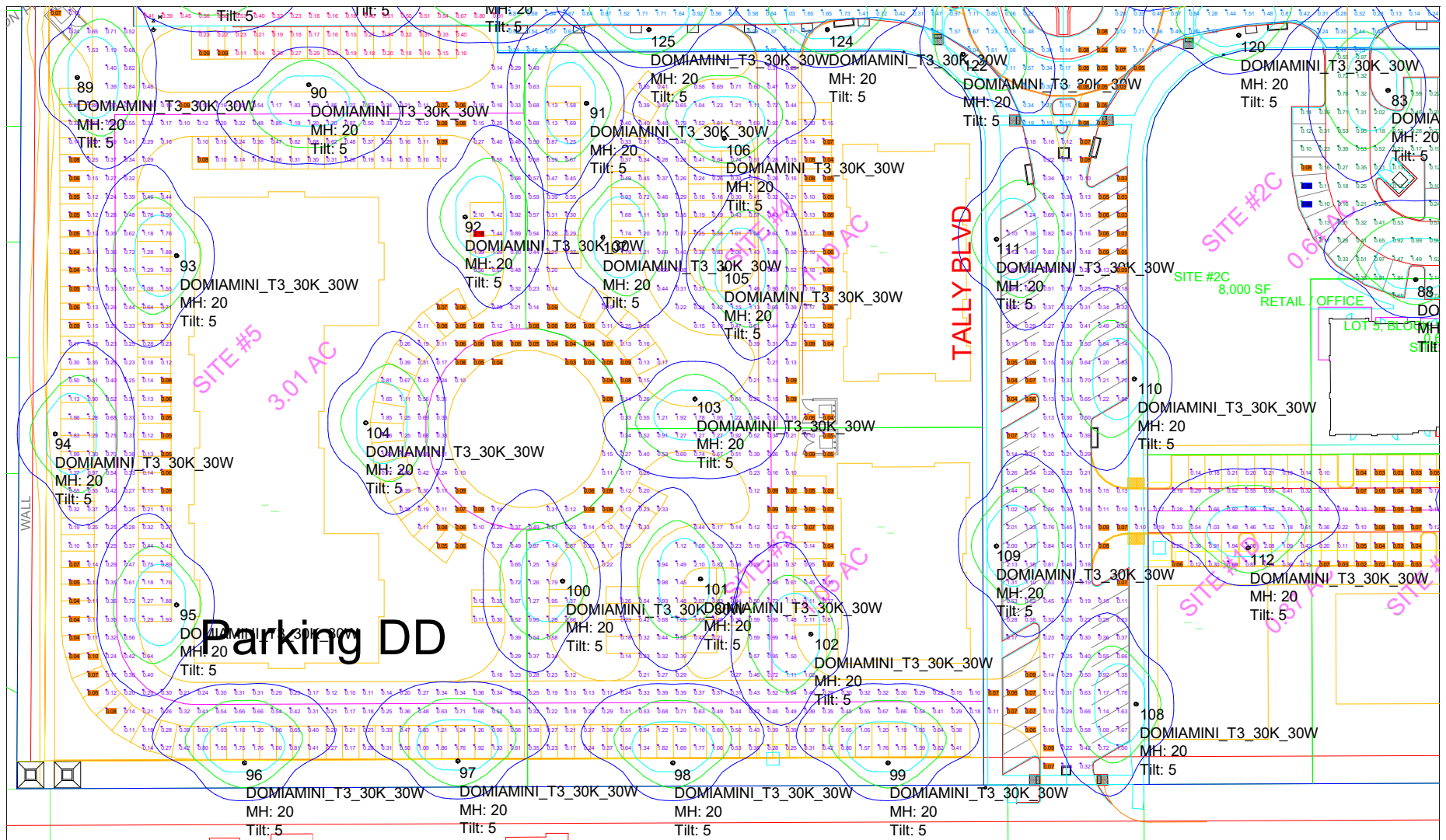




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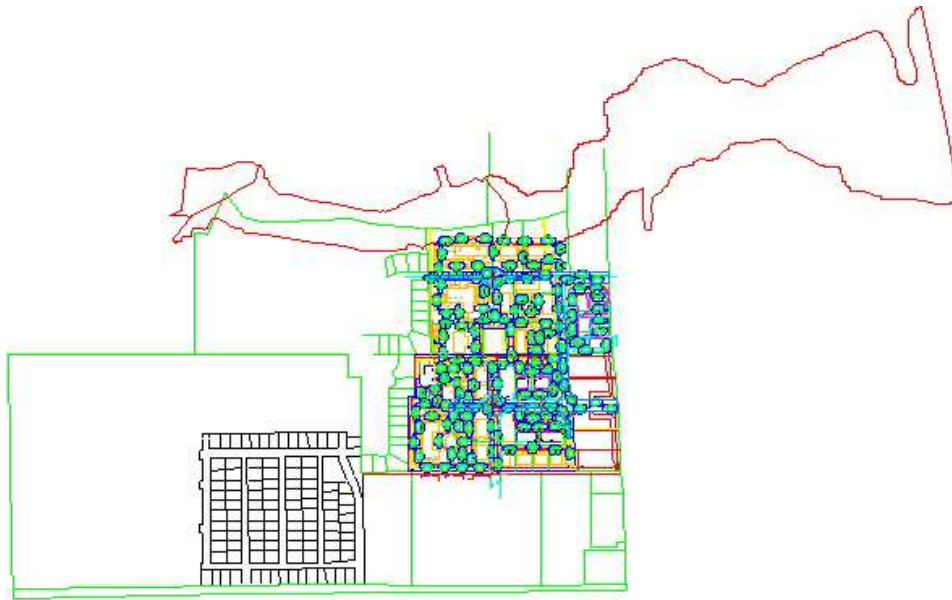




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Luminaire Location Summary					
LumNo	Label	X	Y	Z	Orient
1	DOMIAMINI T3 30K 30W	6437	1447	20	180
2	DOMIAMINI T3 30K 30W	6554	1557	20	270.494
3	DOMIAMINI T3 30K 30W	6446	1507	20	90
4	DOMIAMINI T3 30K 30W	6709	1558	20	269.465
5	DOMIAMINI T3 30K 30W	6392	1346	20	1.848
6	DOMIAMINI T3 30K 30W	6524	1346	20	90.774
7	DOMIAMINI T3 30K 30W	6659	1348	20	90
8	DOMIAMINI T3 30K 30W	6779	1452	20	180.988
9	DOMIAMINI T3 30K 30W	6875	1349	20	91.809
10	DOMIAMINI T3 30K 30W	6832	1543	20	270
11	DOMIAMINI T3 30K 30W	6969	1541	20	270.774
12	DOMIAMINI T3 30K 30W	7123	1543	20	270
13	DOMIAMINI T3 30K 30W	7217	1475	20	179.545
14	DOMIAMINI T3 30K 30W	7217	1364	20	179.204
15	DOMIAMINI T3 30K 30W	6979	1417	20	179.326
16	DOMIAMINI T3 30K 30W	7031	1347	20	90
17	DOMIAMINI T3 30K 30W	7130	1414	20	270
18	DOMIAMINI T3 30K 30W	6432	1237	20	181.123
19	DOMIAMINI T3 30K 30W	6379	1134	20	0
20	DOMIAMINI T3 30K 30W	6455	1040	20	90.754
21	DOMIAMINI T3 30K 30W	6551	1057	20	180
22	DOMIAMINI T3 30K 30W	6448	968	20	90
23	DOMIAMINI T3 30K 30W	6446	897	20	180.682
24	DOMIAMINI T3 30K 30W	6444	783	20	180
25	DOMIAMINI T3 30K 30W	6524	758	20	270.562
26	DOMIAMINI T3 30K 30W	6642	713	20	90.796
27	DOMIAMINI T3 30K 30W	6628	827	20	359.157
28	DOMIAMINI T3 30K 30W	6627	932	20	0
29	DOMIAMINI T3 30K 30W	6557	950	20	90.843
30	DOMIAMINI T3 30K 30W	6695	1018	20	269.182
31	DOMIAMINI T3 30K 30W	6840	1020	20	269.384
32	DOMIAMINI T3 30K 30W	6694	1063	20	89.204
33	DOMIAMINI T3 30K 30W	6714	1193	20	180
34	DOMIAMINI T3 30K 30W	6805	1153	20	179.132
35	DOMIAMINI T3 30K 30W	6787	1031	20	180
36	DOMIAMINI T3 30K 30W	6892	941	20	180
37	DOMIAMINI T3 30K 30W	6895	777	20	178.29
38	DOMIAMINI T3 30K 30W	6948	1004	20	270
39	DOMIAMINI T3 30K 30W	7111	969	20	90
40	DOMIAMINI T3 30K 30W	7015	1076	20	270
41	DOMIAMINI T3 30K 30W	6952	1129	20	91.169
42	DOMIAMINI T3 30K 30W	7078	1131	20	180
43	DOMIAMINI T3 30K 30W	6892	1067	20	0
44	DOMIAMINI T3 30K 30W	7047	821	20	270
45	DOMIAMINI T3 30K 30W	7035	887	20	180
46	DOMIAMINI T3 30K 30W	7058	887	20	1.878
47	DOMIAMINI T3 30K 30W	7122	902	20	90
48	DOMIAMINI T3 30K 30W	6818	705	20	91.169
49	DOMIAMINI T3 30K 30W	6741	687	20	0.796
50	DOMIAMINI T3 30K 30W	6810	583	20	180

Justin TX - Justin Town Square
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Luminaire Location Summary					
LumNo	Label	X	Y	Z	Orient
51	DOMIAMINI T3 30K 30W	6429	687	20	180
52	DOMIAMINI T3 30K 30W	6443	631	20	270
53	DOMIAMINI T3 30K 30W	6502	698	20	270
54	DOMIAMINI T3 30K 30W	6510	589	20	0
55	DOMIAMINI T3 30K 30W	6579	484	20	0.807
56	DOMIAMINI T3 30K 30W	6646	574	20	180
57	DOMIAMINI T3 30K 30W	6579	684	20	0.924
58	DOMIAMINI T3 30K 30W	6966	497	20	90
59	DOMIAMINI T3 30K 30W	7072	493	20	90
60	DOMIAMINI T3 30K 30W	7143	551	20	0
61	DOMIAMINI T3 30K 30W	7130	689	20	270
62	DOMIAMINI T3 30K 30W	7021	648	20	90
63	DOMIAMINI T3 30K 30W	6947	697	20	181.637
64	DOMIAMINI T3 30K 30W	7198	631	20	180
65	DOMIAMINI T3 30K 30W	7039	712	20	89.045
66	DOMIAMINI T3 30K 30W	7159	763	20	270
67	DOMIAMINI T3 30K 30W	6377	541	20	91.637
68	DOMIAMINI T3 30K 30W	6304	525	20	180
69	DOMIAMINI T3 30K 30W	6311	463	20	270
70	DOMIAMINI T3 30K 30W	6385	466	20	0
71	DOMIAMINI T3 30K 30W	7299	1138	20	183.652
72	DOMIAMINI T3 30K 30W	7332	1230	20	269.105
73	DOMIAMINI T3 30K 30W	7434	1231	20	271.762
74	DOMIAMINI T3 30K 30W	7453	1178	20	270
75	DOMIAMINI T3 30K 30W	7458	1059	20	92.911
76	DOMIAMINI T3 30K 30W	7461	1019	20	270
77	DOMIAMINI T3 30K 30W	7465	949	20	270
78	DOMIAMINI T3 30K 30W	7495	839	20	1.023
79	DOMIAMINI T3 30K 30W	7370	821	20	271.79
80	DOMIAMINI T3 30K 30W	7316	871	20	270.955
81	DOMIAMINI T3 30K 30W	7271	945	20	0
82	DOMIAMINI T3 30K 30W	7267	1031	20	0
83	DOMIAMINI T3 30K 30W	6950	387	20	180
84	DOMIAMINI T3 30K 30W	7027	344	20	90
85	DOMIAMINI T3 30K 30W	7115	394	20	270
86	DOMIAMINI T3 30K 30W	7064	282	20	90.955
87	DOMIAMINI T3 30K 30W	7171	322	20	270.988
88	DOMIAMINI T3 30K 30W	6964	283	20	90
89	DOMIAMINI T3 30K 30W	6235	394	20	0
90	DOMIAMINI T3 30K 30W	6362	391	20	270
91	DOMIAMINI T3 30K 30W	6514	380	20	180
92	DOMIAMINI T3 30K 30W	6446	318	20	0.909
93	DOMIAMINI T3 30K 30W	6291	297	20	180
94	DOMIAMINI T3 30K 30W	6223	200	20	0
95	DOMIAMINI T3 30K 30W	6291	107	20	180
96	DOMIAMINI T3 30K 30W	6327	20	20	91.005
97	DOMIAMINI T3 30K 30W	6443	21	20	90
98	DOMIAMINI T3 30K 30W	6560	20	20	90
99	DOMIAMINI T3 30K 30W	6677	20	20	90
100	DOMIAMINI T3 30K 30W	6501	120	20	180

Luminaire Location Summary					
LumNo	Label	X	Y	Z	Orient
101	DOMIAMINI T3 30K 30W	6576	121	20	180
102	DOMIAMINI T3 30K 30W	6636	91	20	178.781
103	DOMIAMINI T3 30K 30W	6572	220	20	268.995
104	DOMIAMINI T3 30K 30W	6392	206	20	0
105	DOMIAMINI T3 30K 30W	6587	290	20	0
106	DOMIAMINI T3 30K 30W	6588	360	20	90
107	DOMIAMINI T3 30K 30W	6521	307	20	0
108	DOMIAMINI T3 30K 30W	6813	53	20	180.855
109	DOMIAMINI T3 30K 30W	6735	139	20	1.005
110	DOMIAMINI T3 30K 30W	6812	230	20	180
111	DOMIAMINI T3 30K 30W	6735	306	20	1.102
112	DOMIAMINI T3 30K 30W	6873	137	20	90.818
113	DOMIAMINI T3 30K 30W	7025	180	20	270
114	DOMIAMINI T3 30K 30W	7170	137	20	90.895
115	DOMIAMINI T3 30K 30W	7283	123	20	180
116	DOMIAMINI T3 30K 30W	7240	270	20	6.254
117	DOMIAMINI T3 30K 30W	7210	391	20	40.28
118	DOMIAMINI T3 30K 30W	7141	421	20	90
119	DOMIAMINI T3 30K 30W	7018	421	20	90
120	DOMIAMINI T3 30K 30W	6868	416	20	100.389
121	DOMIAMINI T3 30K 30W	7288	495	20	230.528
122	DOMIAMINI T3 30K 30W	6717	406	20	38.108
123	DOMIAMINI T3 30K 30W	6813	482	20	224.51
124	DOMIAMINI T3 30K 30W	6644	419	20	90.924
125	DOMIAMINI T3 30K 30W	6547	419	20	91.637
126	DOMIAMINI T3 30K 30W	6457	457	20	270
127	DOMIAMINI T3 30K 30W	6554	517	20	179.029
128	DOMIAMINI T3 30K 30W	7337	407	20	90
129	DOMIAMINI T3 30K 30W	7437	475	20	269.409
130	DOMIAMINI T3 30K 30W	7536	408	20	91.245
131	DOMIAMINI T3 30K 30W	7219	569	20	0
132	DOMIAMINI T3 30K 30W	7206	698	20	0
133	DOMIAMINI T3 30K 30W	7194	830	20	0
134	DOMIAMINI T3 30K 30W	7185	960	20	0
135	DOMIAMINI T3 30K 30W	7177	1080	20	0
136	DOMIAMINI T3 30K 30W	7170	1201	20	0
137	DOMIAMINI T3 30K 30W	7251	1258	20	90
138	DOMIAMINI T3 30K 30W	7352	1317	20	269.301
139	DOMIAMINI T3 30K 30W	7449	1253	20	92.246
140	DOMIAMINI T3 30K 30W	7104	1316	20	270
141	DOMIAMINI T3 30K 30W	6982	1266	20	91.146
142	DOMIAMINI T3 30K 30W	6869	1268	20	91.123
143	DOMIAMINI T3 30K 30W	6806	1247	20	138.27
144	DOMIAMINI T3 30K 30W	6715	1330	20	315.567
145	DOMIAMINI T3 30K 30W	6650	1274	20	91.146
146	DOMIAMINI T3 30K 30W	6517	1316	20	269.384
147	DOMIAMINI T3 30K 30W	6354	1268	20	92.045

Justin TX - Justin Town Square
Project Number - DH_2-21838
Prepared By: jim ww
Operating Profile -
Date:2024-03-19

Sol by Sunna Design Inc.
Solarlighting.com
sales@solarlighting.com
Toll free: +1 800 959 1329



Estimate ID #	2-21838-4
Date	2023/05/17 9:34:46
Project Name	Justin Town Square OES 050423
Location	Justin, TX 76247, USA
Dimensions	Refer to "Justin TX - Justin Town Square DH_2-21838 08 03JAN24 DOMIA"
Application	Street

Engineered smart. Built tough. Accurately sized. Guaranteed reliability for 10 years.

At Sol, we develop products that we believe in: our EverGen solar light will perform exactly as promised—throughout its lifespan.

This detailed overview combines the complex algorithms of our sizing engine with the experience of our in-house lighting experts to give you the most reliable and cost-effective product for your location. Your EverGen model includes standard features such as a 12-month subscription to Sol's Insight remote monitoring platform, a warm light color temperature, and dark-sky lighting controls.

SOLAR ENGINE DETAILS

Model	EverGen™ M Series
System Color	BZ
Tilt Angle	30 Degrees
Solar Panel Wattage	200W

BATTERY DETAILS

Battery Type	GEL
Battery Quantity	2
Battery Capacity	95.0
Battery Location	HIGH

FIXTURE DETAILS

LED Fixture	DOMIA MINI
Fixture Color	BK
Optical Distribution Type	T3
Individual Fixture Wattage	30 W
Light Color Temp.	3000 K
Lumens per Fixture (approx.)	4019 Lumens
Fixtures per System	1



OPERATING DETAILS

Latitude	33N
Longitude	97W
Solar Insolation	3.54 kWh/m ² /day
Longest Night	13.97 hrs
Day/Night Transitioning	Solar panel voltage
Autonomy	4.97
Array-to-Load Ratio	1.29

REMOTE MONITORING

Insight Platform	Cloud-based dashboard and automatic notifications
------------------	---

EVERGEN-BZ-1-200-2-GEL5-HIGH-N-30-1-DOMIAMINI-T3-30K-BK-STBTD-20-90-MM230-30-9D2-81548

Battery	5 Years
Solar PV Panel Output Power	Manufacturer's Warranty — Minimum 20 Years
Mounting Hardware	10 Years
Pole (if provided)	Lifetime Excluding Finish
LED Fixture	Manufacturer's Warranty
Electronics (Charge Controller, LED Driver)	10 Years

Weight (with Batteries)	247 lb (112.14 kg)	Pole Type	Steel Bolt Down
EPA	10.6 Sq Ft (0.98 Sq m)	Pole Length	20FT
Tenon Requirements	3.5" OD x 6" long (88.9mm OD x 152.4mm long)	Wind Zone	90 MPH
		Arm Type	MM230

100% at dusk for 9hr - then dim to 30% - then 100% for 2hr before dawn

100%
30%
0%

Time Dusk 9D2 Dawn

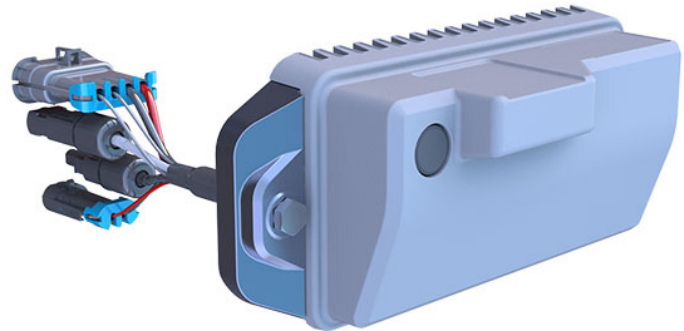
Solar Engine	CE 2004-108-CE, EN 55015, EN 61547 for emissions and immunity.
Panels	UL 1703, IEC 61215, IEC 61730, conformity to CE.
Fixture	cULus Listed, suitable for wet locations, CALTrans 611 Vibration testing. Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards. RoHS

Specifications subject to local environmental conditions.
Specifications may be subject to change.
US and International patents apply. Other patents pending.
"Sol" logo is a trademark of Sunna Design.

All Sol products are manufactured in facilities that are certified to ISO quality standards.
Document: System-Overview_RevD

Programmed or custom run modes include:

- Hrs after Dusk: 03, 05, 07, 09 or All Night
- Dimming Percentage: None, 30%,
- Hours Before Dawn: 02, or All Night



FEATURES

- Bluetooth and App for local configuration and testing
- Satellite modem for remote monitoring with Insight Remote Monitoring Platform Subscription
- Solar panel and battery overvoltage protection
- LED short circuit protection and unconnected LED protection
- Internal PV disconnect (no external diodes required)
- Reverse battery polarity protection
- Self calibrating load, timing, and charging circuitry

BENEFITS

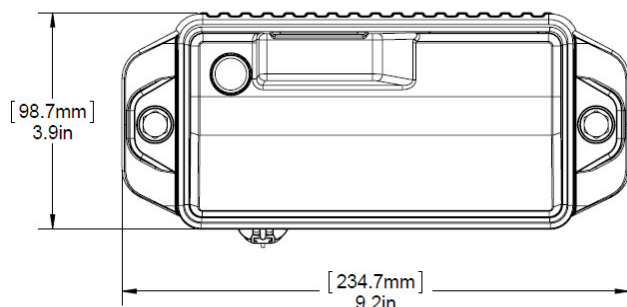
- Flexible operating modes (dusk-to-dawn, split night, split night with dimming)
- Fully tested at the Sol factory before installation and shipment to ensure reliable operation and trouble-free startup
- Programmed by Sol based on your project requirements eliminating confusing switch and knob setting
- Bluetooth and app for simple and secure setup
- Integrated MPPT charging and LED driving system reduces system failures, overall system complexity and cost
- Integrated surge protection and noise reduction
- Keyed connectors for simple and reliable assembly
- Temperature compensated and MPPT controlled battery charging to maximize battery life and energy collection
- High temperature charge compensation to ensure component longevity
- Ruggedized solid state design ensures long life and no maintenance
- Memory averaging to ensure accurate turn on and turn off of lights to prevent false response due to weather variations
- Ten-year limited warranty



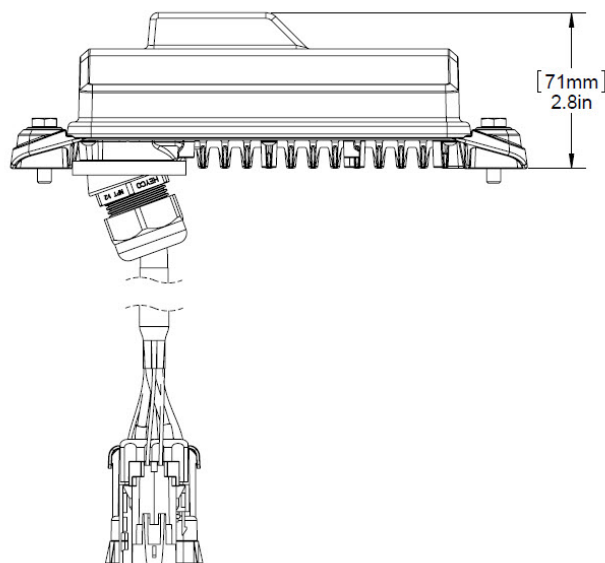
TECHNICAL

FEATURE	VALUE
ELECTRICAL	
Operating Voltage	12/24 VDC
Operating Current	25A max
LED Drive Current	3.5A max. 100W
Lamp Drive Voltage	65 VDC max.
PV Voltage Input	55 VDC max.
Low Voltage Disconnect (LVD)	11.6 / 23.2 VDC
Low Voltage Reconnect (LVR)	12.1 / 24.2 VDC
CHARGING	
Self-consumption	< 5 mA
Charging Method	Maximum Power Point Tracking (MPPT)
Battery Fuse, External	30A max.
COMMUNICATION	
Local Control	Bluetooth and app
Remote Monitoring	Satellite modem to Insight remote monitoring platform
PHYSICAL	
Operating Temperature	-40 to +60 °C (-40 to +140 °F)
Humidity	100% Condensing
Packaging	Aluminum heatsink, polycarbonate cover, gasket and vent, IP68
Weight	0.74 kg (26 oz.)
Size (L x W x H)	234.7 x 98.7 x 71.0 mm (9.2 x 3.9 x 2.8 in)

Top View



Side View



Specifications subject to local environmental conditions.
Specifications may be subject to change.
US and International patents apply. Other patents pending.
"Sol" logo is a trademark of Sunna Design.

All Sol products are manufactured in facilities that are certified to ISO quality standards.
Document: SPEC_SOL-Sunna_EverGen-EMS_RevB

Project:			Order:	
Qty:		Luminaire:		
			Type:	

Housing Module: Round bell-shaped dome with decorative flange made of spun aluminum, mechanically assembled to a cast A356 aluminum half sphere with a vertical tenon of Ø 1 7/8" (4.7cm) O.D. by 4" (10cm) long with a 0.200" (0.5cm) wall. The housing module is suspended from a mounting with a 2 3/8" (6cm) outside Ø by 5 1/2" (14cm) minimum length, and 0.156" (0.4cm) wall by means of set screws and a locking bolt.

Lens Module: Cast A356 aluminum frame accepts the optical module and is mechanically fixed to the housing module by a hinge and quarter-turn latch that provides tool-free access to the driver. The luminaire is available without a lens or with a flat lens inserted in the lens module.

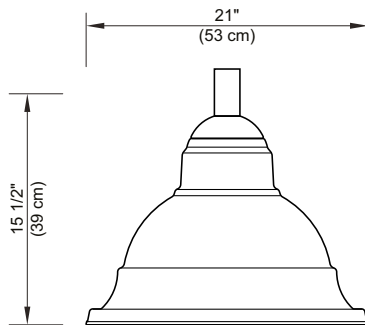
Optical Module: The molded A384 aluminum heat sink is designed to minimize the temperature of the LEDs, increasing their longevity and efficiency. The optical module is mechanically assembled to the heat-sink for easy replacement. The optical module is fully IP66 thanks to a molded silicone gasket. The high efficiency Orion LED optical engine is mechanically assembled on the heat sink. The lifetime of the LEDs is 100,000 hours. It is based on the LM-80 test and extrapolated with TM-21. This data is calculated when 50% of the LEDs produce 70% of their initial luminous flux (L70). The minimum color rendering index (CRI) is 70. The optical acrylic lens are designed to illuminate only where needed while achieving excellent uniformity with maximum spacing. The optical acrylic lens are sealed on the LED board. The available light distribution types are T1, T1A, T1AHS, T2, T2HS, T2M, T2MHS, T3, T3M, T3HS, T3MHS, T4, T4HS, T5. A white decorative acrylic protection plate is mechanically assembled under the optical module with the No Lens (NL) option.

Driver module: Class 1 (P70) or Class 2 (P10 à P60) power supply is mechanically attached to the heat sink and is replaceable without tools. Primary tension is of 120-480VAC Volts, 50/60Hz, THD max 20% with a high-power factor of 90%. Operating temperature is -40°F (-40°C) to 130°F (55°C). ROHS compliant. Assembled with pull-out connectors. Complete with 10kV/5kA or 20kV/10kA tripolar surge protection for live-MALT, live-neutral and neutral-MALT lines according to IEEE/ANSI C62.41 2002 C. The regulator offers an output of 0-10 Volts.

Wiring / Hardware: Type TEWT 14-7 AWG, 12" (30.5cm) minimum exceeding luminaire. All electrical connections between the modules are provided with quick-disconnect connectors for easy maintenance. All outside accessible hardware is stainless steel.

Color: All Cyclone colors are available in textured (TX) or smooth (SM) finish. A durable polyester powder coating is applied and meets the AAMA 2604 requirements (5 years exposure to all weather conditions). The finish meets the ASTM G7, B117, D1654 and D2247 requirements relative to salt spray and humidity resistance. **Cyclone recommends the textured finish for this product.**

Warranty: 5-year limited warranty. Complete warranty terms located at:
<https://www.cyclonelighting.com/assets/Legal/Cyclone-Sales-TermsConditions-en.pdf>



EPA: 0.63 ft² **Weight:** 22.6 lbs / 10.2 kg

Stamp/Approval:

Name:

Date:

Name:

Page 1 of 2

Date:

Project:			Order:		
Qty:		Luminaire:			Type:

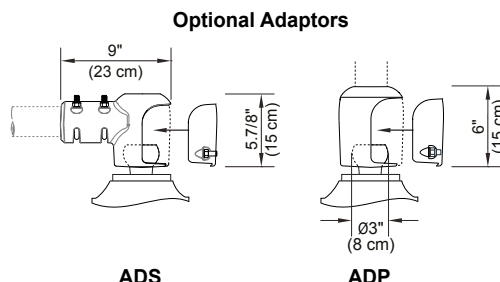
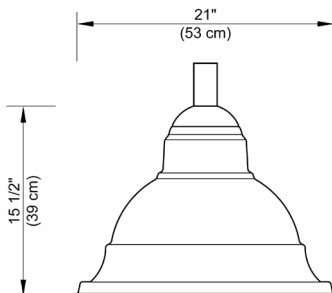
Ordering Code

Model	Lens	Distribution	Performance Package	CCT	Volts	Surge Protector
SY21P1	FGC Flat Glass Clear	T1 Type 1	P10 (3500lm)	30K 3000K	MVOLT 120-277VAC	10KV 10kV/5kA
	FGF Flat Glass Frosted	T1A Type 1A	P20 (5000lm)	40K 4000K	HVOLT 347-480VAC	20KV 20kV/10kA
	NL* No Lens	T1AHS Type 1A with HS	P30 (6500lm)		120	
	* Consult factory for IP rating when the No Lens option is selected.	T2 Type 2	P40 (8000lm)		208	
		T2HS Type 2 with HS	P50 (9000lm)		240	
		T2M Type 2M	P60 (12000lm)		277	
		T2MHS Type 2M with HS	P70 (15500lm)		347	
		T3 Type 3			480	
		T3HS Type 3 with HS				
		T3M Type 3M				
		T3MHS Type 3M with HS				
		T4 Type 4				
		T4HS Type 4 with HS				
		T5 Type 5				
		* Backward optic				

Adaptor	Photocell	Dimming	Color	Texture	Pre-finish
Fitted with a vertical tenon of Ø 1 7/8" (4.7cm) O.D. and 0.203" (0.5cm) wall ADS Side Mount Adaptor ADP Suspended Mounting Adaptor	PC Button type Photocell PT Photocell W/7-PIN receptacle (ANSI C136.41) PX Shorting cap W/7-PIN receptacle (ANSI C136.41) PTL Long life photocell W/7-PIN receptacle (ANSI C136.41) PTDR* W/7-PIN receptacle (ANSI C136.41) * PTDR option only available with ADS	DIM 0-10 volts wire for external controls PND506 Program 50% for 6 hours (11PM to 5AM) PND508 Program 50% for 8 hours (9PM to 5AM) SD* Field adjustable 10% increment step-dimming switch * Contact factory for wireless controls and more information regarding SD option.	BK Black RAL9005 DG Dark green RAL6012 MA Marine blue RAL5013 SI Metallic silver RAL9006 (smooth only) BZ Dark bronze RAL8019 BG Burgundy RAL3005 GM Moss green RAL6005 PG Pale grey RAL7040 WH White RAL9003 BKH* Black Holophane BZH* Dark bronze Holophane GNH* Green Holophane GHH* Graphite Holophane GRH* Gray Holophane SLH* Silver Holophane WHH* White Holophane * Holophane colors are only available in Smooth (SM) finish.	TX Textured SM Smooth	– MG Marine grade pre-finish

* **Backward optic:** The Orion light engine features 180° orientable optics that can be customized as needed. This makes it a simple matter to combine two distribution types in a single light engine, simultaneously lighting a road and a bike path or sidewalk, for instance. Contact factory for more information.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice. Please consult our web site for up-to-date product information and IES files.



EPA: 0.63 ft² Weight: 22.6 lbs / 10.2 kg

Stamp/Approval:

Name:

Date:

Name:

Date:

Page 2 of 2

FEATURES

- Gel deep cycle battery
- Ideal for solar applications
- Maintenance-free, sealed construction
- Spill proof / leak proof
- ABS case and cover
- UL recognized
- 100% recyclable
- **5-year warranty***



SOL-GEL-100

SPECIFICATIONS

Nominal Voltage	12V
Nominal Capacity	95.0Ah
Rated Capacity (at 77°F /25°C)	100.0Ah/1.00A (100hr,1.80V/cell) 85.0Ah/4.25A (20hr,1.80V/cell)
Nominal Operating Temperature	77 ±5° F (25 ±3° C)
Operating Temperature Range	Discharge: -4~140°F (-20~60°C) Charge: 32~122°F (0~50°C)
Maximum Discharge Current	850A (5s)
Internal Resistance	Approx 6.0mΩ
Cycle Use	Initial Charging Current less than 25.0A. Voltage: 14.4V~15.0V at 77°F (25°C) Temp. Coefficient -30mV/°C
Standby Use	No limit on Initial Charging Current Voltage: 13.5V~13.8V at 77°F (25°C) Temp. Coefficient -20mV/°C
Self Discharge	Batteries can be stored for up to 6 months at 77°F (25°C) before a freshening charge is required. <i>*Batteries stored at temperatures greater than 77°F (25°C) will require a recharge sooner.</i>
Certifications	UL; CE; IEC60896-21 & 22

MATERIALS AND MECHANICAL

Case and Cover	ABS
Separator	PVC-SiO ₂
Active	PbO ₂ + Pb
Electrolyte	LPG Sulfuric Acid Gel
Venting Valve	Rubber, opening pressure 8-20kPa
BCI Group #	27
Terminals	T6
Carrying	Integrated Flush Mount Handle

DIMENSIONS

Length	12.01 in / 305 mm
Width	6.61 in / 168 mm
Height	8.15 in / 207 mm
Total Height (including terminals)	8.38 in / 213 mm
Weight	59.8 lbs / 26.7 kg



Specifications subject to local environmental conditions.
Specifications may be subject to change.
US and International patents apply. Other patents pending.
"Sol" logo is a trademark of Sunna Design.

All Sol products are manufactured in facilities that are certified to ISO quality standards.
Document: SPEC_SOL-Sunna_SOL-GEL-100_RevA

RELIABLE

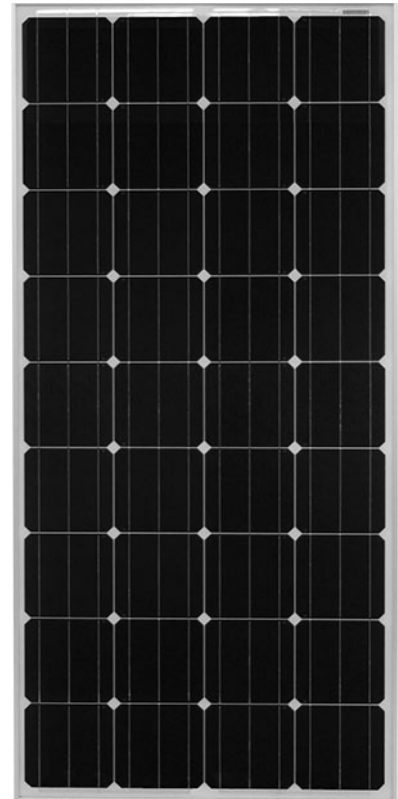
Sol's SOL-200 is a high-efficiency monocrystalline solar module that provides outstanding performance and cost-effective solar power for high-end off-grid and mobile applications. The module is built to last and features a 20-year limited power output warranty.

DURABLE

To ensure long life, the high-efficiency solar cells are encapsulated between a special tempered, low-iron solar glass and a Tedlar[®]/polyester backing material. The mounting frame, manufactured from anodized marine-grade aluminum, allows the SOL-200 to be installed in extreme conditions.

FEATURES

- Compact and rugged design
- Plug and play junction box
- Lightweight anodized aluminum frame
- High transmissivity tempered glass
- Industry standard quick-connect cables (MC4) work in series or in parallel
- **20-year limited power output warranty**

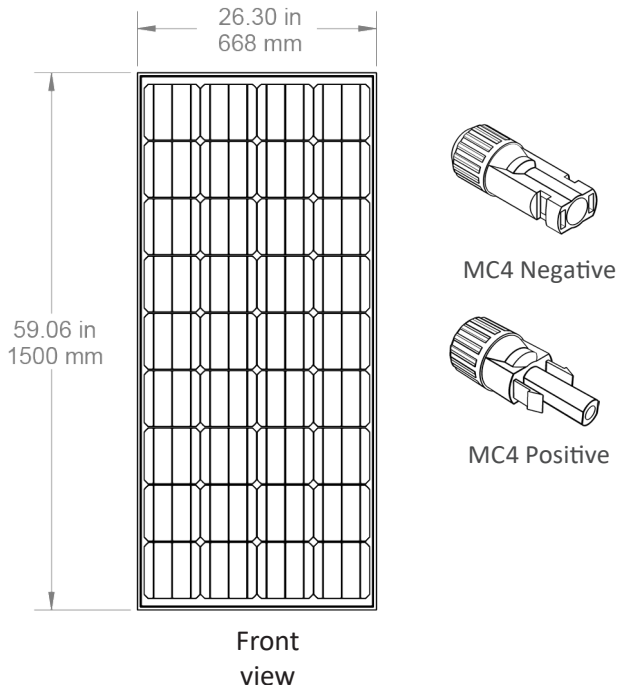


SOL-200



SPECIFICATIONS

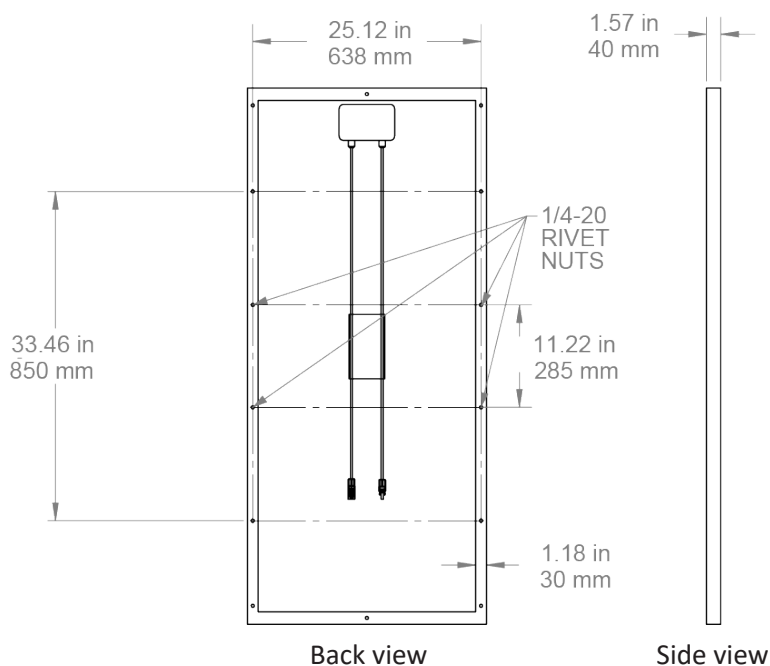
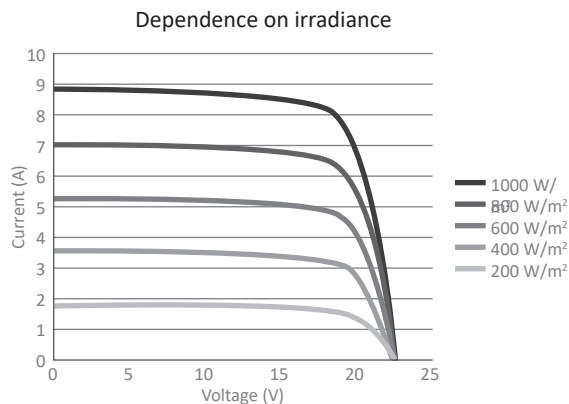
Rated power (P _m)	200W
Maximum power voltage (V _{mp})	20.90V
Maximum power current (I _{mp})	9.57A
Open circuit voltage (V _{oc})	24.50V
Short circuit current (I _{sc})	10.05A
Power coefficient	-0.39% / °C
Voltage coefficient	-0.31% / °C
Current coefficient	0.045% / °C
Max power tolerance	+/- 5W
Cell type	Monocrystalline
Module efficiency	21.5%
Series fuse rating	15A
Maximum system voltage	600VDC
Operating temperature	-40°C to 85°C (-40°F to 185°F)
Weight	11.16 kg (24.6 lb)
Dimensions	1500 x 668 x 40 mm 59.1 x 26.3 x 1.57 in
Frame type / material	Clear anodized aluminum frame
Certifications	UL 1703



Power Specifications calculated at STC:

- Irradiance: 1000 W/m²
- Cell Temperature: 77°F (25°C)
- Air Mass: 1.5

IV CURVE PARAMETERS



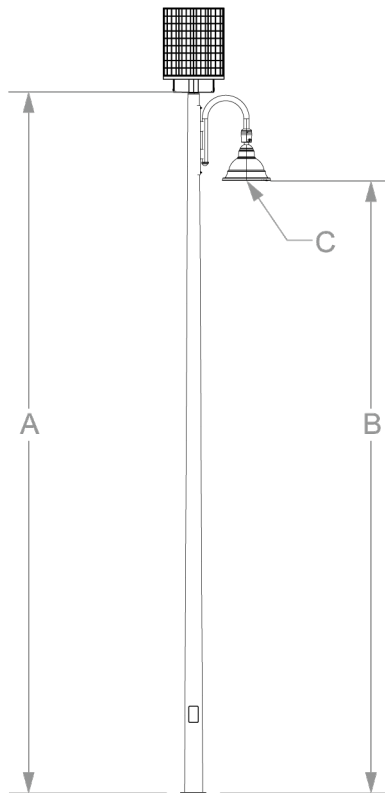
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All Sol products are manufactured in facilities that are certified to ISO quality standards.
Document: SPEC_SOL-Sunna_SOL-200_RevA

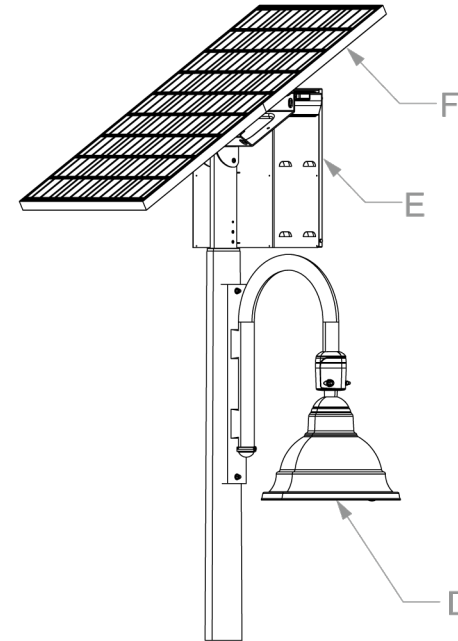
SYSTEM DRAWING

8		7		6		5		4		3		2		1	
MODEL		A [Pole Length Above Grade]	B [Fixture Mount Height]		C/D [Arm Type]		E [Battery Mount]		F [System EPA]		[System Weight]		POLE Type	POLE Info 1	POLE Info 2
EverGen™ M Series		20FT	Based on Photometric Design**		MM230		HIGH		10.6 Ft² (0.98 m²)		247.0LB		Steel Bolt Down	Bolt Length 36 inch	Bolt Circle 9.5 inch

Note: Line Drawings May Not Entirely Resemble Shipped Product



**DISCLAIMER: Arm(s) will be drilled and installed on site as per customer or photometric requirements.

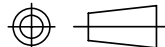


UNLESS OTHERWISE SPECIFIED
DO NOT SCALE DRAWING

INTERPRET DIMENSIONS AND TOLERANCES
PER ASME Y14.100-2000
TOLERANCES APPLY AS SHOWN BELOW

DECIMALS	SURF FINISH	ANGLES
.X ±.1	63	±1°
.XX ±.01	✓	
.XXX ±.005		
.XXXX ±.0005		

THIRD ANGLE PROJECTION



SCALE

1:64

PDM MAINTAINED DATA

CHANGES SHALL BE INCORPORATED ELECTRONICALLY BY
THE DESIGN AUTHORITY

PROPRIETARY

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Sol by Sunna Design.
ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT
MAY BE REPRODUCED, STORED IN A RETRIEVAL
SYSTEM, OR TRANSMITTED IN ANY FORM WITHOUT
THE WRITTEN PERMISSION OF
Sol by Sunna Design.

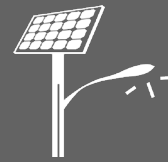


990 Biscayne Blvd., Office 701
Miami, FL 33132,
USA
Tel 1.800.959.1329

Estimate ID:
2-21838-4

Pole Part #:
81548

WARNING: DO NOT INSTALL POLES WITHOUT SOLAR LIGHTING SYSTEMS



Helpful data when you want it, automatic alerts when you need it.™

Insight remote monitoring allows you to view how your entire network of solar lights are performing on the ground—from the comfort of your desk.

At any time, simply log in to the Insight platform to see the status and geolocation of each light. If further diagnostics is desired, you can drill down into recent data to determine if a system was commissioned properly and if it is working as expected. And if regularly reviewing your dashboard doesn't fit into your schedule, Insight will send automatic notifications if any system is compromised or not working the way it's supposed to.

Sol's Insight platform is a tool that can save your department time by removing the guesswork and by protecting your investment.



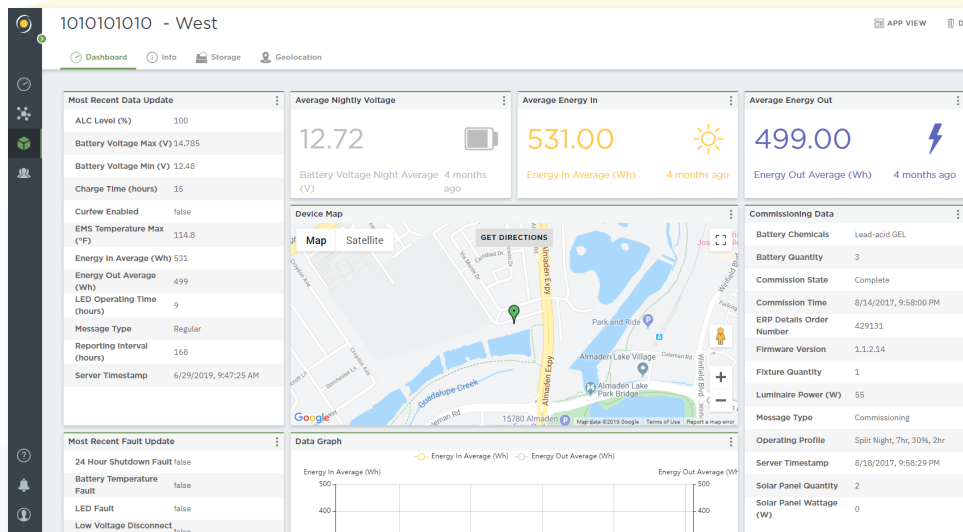
FEATURES



Receive automated notifications



Our expert product technologists can access your platform's data to help resolve issues



Check light status anytime with an easy-to-use, cloud-based dashboard that includes Google Map overlays, battery health, faults, and more



Provide peace of mind with smart monitoring that ensures the systems' health over time and protects your investment



Commissioning confirmation



API integration available

PRICING

Every EverGen lighting system includes a **complimentary 12-month subscription** to Sol's Insight remote monitoring platform. Extended subscription packages are available. Contact our sales team for more information.

To receive Insight remote monitoring, customers must sign off on terms and conditions. An email address is also required to receive Insight services. Contact a Sol sales representative for details.

STEP 1

Ensure your installer has the right tools before going on site.

- Smartphone or tablet built within the last three years (iPhone 6 or newer running iOS 12.0+ / Android 6.0+ and Bluetooth Low Energy).
- The EverGen Setup App (see Step 2).
- The Sol order number (e.g. ORD12345).

STEP 2

Download the app.

From a smartphone/tablet, the installer can go to the [iOS App Store](#) / [Google Play Store](#) and search for "EverGen Setup App" by Sol Inc. (or click the links above).



If the app is not showing up in the App Store, the phone/tablet may not be compatible. Try installing on another iPhone/Android phone/tablet.

STEP 3

Sign Up for access in the app.

Using the "Sign Up" tab, installers can enter their information to create a profile to access the app. A verification email will be sent to the address used for the profile. Once the account is verified, login and move to step 4.

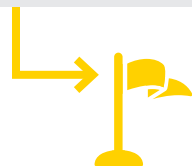
STEP 4

Download the order information to the app.

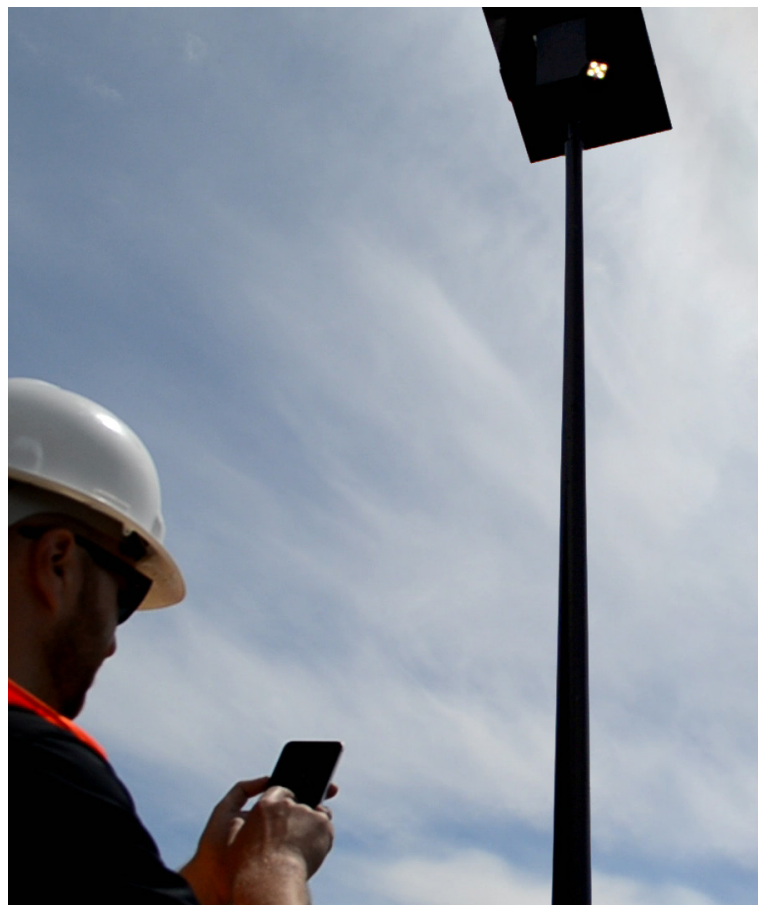
Prior to installation, the installer will need to download their order information to the app so the correct settings can be applied to the EverGen. Enter the order number provided on the shipping documentation (ORDXXXXXX). Downloading requires an internet connection.



If there will be no internet access onsite, the contractor should download order information before arriving. After downloading the order information, the contractor can complete the rest of the steps even while offline. Order information remains available in the app for two weeks.



NEXT STEPS: Follow the EverGen Setup App instructions onsite.



US and International patents apply. Other patents pending. "Sol" logo is a trademark of Sunna Design. All Sol products are manufactured in facilities that are certified to ISO quality standards. Document: SELL_SOL-Sunna_EverGen-4-Steps-Setup-App_RevC



Terms and Conditions of Warranty and Other Details

Limited Warranty

By purchasing the Product, the Buyer, or the owner of the Product ("you") are agreeing to be bound by the terms of this limited warranty. The Company provides the following limited warranty coverage as applicable to the Product.

Subject to the terms and conditions of the Limited Warranty as set forth herein (the "Terms and Conditions of Warranty"), a Product shall be considered a "Deficient Product" if Buyer provides written notification of the occurrence of the following within the associated warranty period enumerated below and proves to SUNNA DESIGN's satisfaction that the defect exists.

The Limited Warranty applies exclusively to the Buyer, and third parties will have no rights or benefits under the Limited Warranty. The Limited Warranty is non-assignable, except upon the written consent of SUNNA DESIGN. Claims for a breach of the Limited Warranty can only be made: (i) during the relevant Limited Warranty periods as set forth above, (ii) with a proof of purchase as was issued by SUNNA DESIGN to Buyer which includes the Product purchase date and (iii) written notification of such Limited Warranty claim being given in writing within thirty (30) days of the alleged occurrence giving rise to the Limited Warranty claim to SUNNA DESIGN at the following address: 990 Biscayne Boulevard, Suite 701, Miami, 33132 Florida.

What the Warranty Covers and for How Long

- Subject to the exclusions and claim procedure set out below, the Company warrants each new lighting system to be free from defects in materials and workmanship that performs under normal use and service. The Company will, at its option and discretion, repair or replace any system or system component that is defective in materials or manufacture within a specific timeframe after purchase—the Warranty Period (the "Warranty"). Additionally, specific items within the system may have extended warranty protection as noted.
- The Company shall be entitled, at its discretion, to use new and/or reconditioned parts or products in performing warranty repair or providing a replacement Product in accordance with the Warranty Coverage. The Company also reserves the right to use parts or products of original or improved design in any repair or replacement in accordance with the Warranty Coverage. It further reserves the right to make changes in design or improvements to its products without notice to you and without obligation to incorporate the same in any product previously manufactured. Any products or parts which are replaced shall become the property of the Company.
- If the Company repairs or replaces a Product in accordance with the Warranty Coverage, the Warranty will continue to apply and remain in effect for the balance of the Warranty Period calculated from the date you purchased the Product from the Company (the "Date of Purchase") and not the repair or replacement date.
- If the Company chooses to offer a credit towards the purchase of new Product in accordance with the Warranty Coverage, then the warranty applicable to the new product shall apply. All credits must be used within 90 days of issuance from the Company towards the purchase of new Product or such credits become null and void.
- Shipping the Product to the Company's factory remains at the expense and responsibility of the Buyer. The Warranty does not cover import fees, duties, and taxes.

What the Warranty Does Not Cover

The Warranty does not provide coverage for the following which are expressly excluded from the Warranty:

- Failure due to normal wear and tear of the Product;
- Failure caused by improper user programming of Product settings through computer software supplied with or associated with the Product;
- Failure due to accident, abuse, misuse, liquid contact, neglect, improper installation, generalized corrosion, biological infestations, or input voltages that create operating conditions beyond the maximum or minimum listed in the Company's specifications;
- Products which have been repaired or altered other than by the Company or as authorized by its employees or agents;
- Products that have their original identification (including, but not limited to, trademarks or serial numbers) markings defaced, altered, or removed;
- Products utilized as a component part of a product expressly warranted by another manufacturer;



by Sunna Design®

- Operation or storage of the Product outside the specification ranges disclosed by the Company, and/or alteration or deployment of the Product other than in accordance with any published or provided user, storage, or maintenance requirements; Specifically, the warranty does not cover storage of the Product for more than 365 days, or in a location where temperatures may exceed 25°C (77°F).
- Failure that is in any way attributable to the improper use, storage, maintenance, installation, or placement of the Product;
- Failure caused by use in violation or contravention of any applicable laws, statutes, rules, regulations, and ordinances or any applicable standard, code, or instructions for use in installations, including, but not limited to, those contained in the *National Electrical Code* and published by the *Standards for Safety of Underwriters Laboratory*, the *International Electrotechnical Commission*, the *American National Standards Institute*, and the *Canadian Standards Association*;
- Failure caused by any acts of God, including, but not limited to, earthquakes, lightning strikes, and flooding; and
- Any additional costs required to repair or replace the defective Product, including, but not limited to, legislatively imposed fees where applicable.

Restrictions and Limitations to Warranty

- The Company is not responsible for repairs, disassembly, or re-assembly of other products that are not supplied, provided, or sold by the Company.
- The Company is not liable for any losses, expenses, damages, or costs incurred by you incidental or collateral to the Warranty, including, but not limited to, shipping, retrieval, and redeployment of the Product.
- This Warranty is not transferable or assignable by you and only applies to you. Upon written notice to you, the Company may assign this Warranty. In other words, warranty claims can only be made by the company that purchased the products from the Company.
- The Company does not warrant the results obtained from the implementation of recommendations made by the Company or its authorized distributors concerning the use, design, or application of the Product.
- You assume all responsibility and liability for loss or damage resulting from your handling or use of the Product.
- The onus is on you to provide evidence satisfactory to the Company that any event that may invalidate the Warranty has not occurred, including, but not limited to, providing evidence of specific storage, maintenance, or operational procedures to assure Product performance.
- The Company has the sole discretion in determining the validity of any Warranty claim and reserves the right to determine the cause of Product defect including examining patterns in Product usage, trends in Product failure, and to review your documentation of installation, use, maintenance, storage procedures, and test results.
- The Company's liability on any claim, whether in warranty, contract, negligence, or any other legal theory, for loss, damage, or injury arising directly or indirectly from or in relation to the use of the Product shall in no event exceed the purchase price paid by you for the Product as stated in the original invoice.
- The repair or replacement of the Product or granting of credit by the Company in accordance with the Warranty Coverage shall be your sole remedy and IN NO EVENT SHALL THE COMPANY BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY YOU WHETHER FORSEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF GOODS (EXCLUDING THE PRODUCT), LOSS OF BARGAIN, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, OR LOSS OF REPUTATION.
- The Warranty set out above is the sole warranty granted by the Company with respect to the Product. No oral understanding, representations or warranties shall be of any effect and the Company makes no further warranties, express or implied, concerning the Product other than the Warranty. You, where permitted by applicable law, hereby expressly waive any statutory or implied warranties including, but not limited to, that the Product shall be merchantable, fit for a particular purpose, or durable. All other warranties, conditions, and representations are hereby cancelled and are null and void. This Warranty may only be modified or amended by written agreement signed by the Company.
- This Warranty Terms shall be governed exclusively by the laws of the state of Delaware, United States excluding rules of international law that would result in the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply to this Agreement. If Buyer's principal place of business is located within the United States, the parties hereby irrevocably attorn and submit to the exclusive jurisdiction of Delaware, United States of America in respect of all disputes arising under or in respect of this Agreement. If Buyer's principal place of business is located outside of the United States of America, then all disputes arising out of or in respect of this Agreement shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Wilmington, Delaware, United States of America. The language of the arbitration shall be English.
- To the extent that this Warranty is inconsistent with mandatory applicable laws, this Warranty shall be deemed modified to be consistent with such mandatory applicable local laws.



SUNNA DESIGN shall, at its sole option and discretion, either repair or replace with a comparable product, or give a credit to Buyer ("Remedy"). Buyer and SUNNA DESIGN acknowledge and agree that the Remedy is SUNNA DESIGN's sole and exclusive obligation and Buyer's sole and exclusive remedy under this Limited Warranty and with respect to the Product. Where a Deficient Product is no longer being manufactured by SUNNA DESIGN, SUNNA DESIGN reserves the right to supply another type. Absence of SUNNA DESIGN's receipt of written notification within the applicable warranty period in compliance with the terms and conditions set forth herein shall constitute a waiver of all claims under the Limited Warranty.

SUNNA DESIGN's performance of a Remedy shall not cause the beginning of a new warranty period, nor otherwise extend the applicable warranty period. SUNNA DESIGN's cumulative aggregate liability under this Limited Warranty shall not exceed the original purchase price of the Product. Buyer shall bear all costs of shipment and transportation related to the repair or replacement of Deficient Product.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, SUNNA DESIGN MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING THE PRODUCT AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

IN NO EVENT SHALL SUNNA DESIGN BE LIABLE FOR, AND BUYER HEREBY AGREES TO INDEMNIFY SUNNA DESIGN FROM AND AGAINST, ANY AND ALL CLAIMS AND COSTS, INCLUDING ATTORNEY'S FEES, ARISING IN ANY WAY FROM THE SALE, USE OR INABILITY TO USE THE PRODUCT, BASED ON: LOSS OF USE, REVENUE OR PROFIT; DIRECT, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGE; OR INJURY TO PERSONS OR PROPERTY.

The rights, obligations and limitations contained herein are specifically negotiated as part of the agreement between the parties, and represent the specific intent to allocate risks, including those arising due to each party's own negligence or breach, and the potential of the Limited Warranty failing of its essential purpose.

Neither the sales personnel of SUNNA DESIGN nor its distributors are authorized to make warranties or representations, whether oral or written about the Products beyond those set forth in these Warranty Terms and Conditions, and no other warranties are given to Buyer other than the Limited Warranty set forth herein. These Warranty Terms and Conditions constitute the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement and supersedes all prior agreements, warranties, or statements regarding Products or any warranty associated with the Products. These Warranty Terms and Conditions cannot be amended, altered or modified in any way except in writing signed by an authorized officer of SUNNA DESIGN. These Warranty Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws.



10 Year Limited Warranty

The Company warrants that each new solar lighting system to have a component or system free from defects in materials and workmanship that performs under normal use and service. The Company will, at its option, repair or replace any system or system component that is defective in materials or manufacture within a specific timeframe after purchase. Warranties are a minimum of five (5) years, with specific items within the system noted below having additional warranty protection against failure. For full details regarding this warranty, review the Terms and Conditions below.

Item	EverGen M Series	iSSL & UP Series
Solar PV Panel Output Power	20 Years	10 Years
Mounting Hardware	10 Years	10 Years
Pole (if provided)	Manufacturer's Warranty	Manufacturer's Warranty
LED Fixture	Manufacturer's Warranty	10 Years
Electronics (Charge Controller, LED Driver)	10 Years	10 Years
Energy Storage Array (Battery)	5 Years/10 Years*	10 Years**

* Batteries provided by the Company have a limited warranty for battery replacement (batteries must be provided by Sunna Design), based on the date of shipment, with the following pro-rated coverage:

** This warranty is applicable for products installed in the United States and Canada only. iSSL & UP systems installed in other territories benefit from a 6 Years warranty.

5 Year EverGen Battery Warranty:

- 0 to 36 months: 100% credit (user pays 0% of replacement battery price)
- 37 to 48 months: 40% credit (user pays 60% of replacement battery price)
- 49 to 60 months: 20% credit (user pays 80% of replacement battery price)

10 Year EverGen, iSSL & UP Series Battery Warranty:

- 0 to 84 months: 100% credit (user pays 0% of replacement battery price)
- 85 to 96 months: 30% credit (user pays 70% of replacement battery price)
- 97 to 108 months: 20% credit (user pays 80% of replacement battery price)
- 109 to 120 months: 10% credit (user pays 90% of replacement battery price)

ORDINANCE NUMBER 775-24

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING AN AMENDMENT TO THE PLANNED DEVELOPMENT (GB-PD) FOR JUSTIN TOWN SQUARE APPROXIMATELY 41.44 ACRES HAVING THE LEGAL DESCRIPTION LOTS 1 – 7, BLOCK 1, LOTS 1-3, BLOCK 2, LOT 3A, BLOCK 3, and LOT A, BLOCK 4 JUSTIN TOWN SQUARE, HARDEMAN CENTRE ADDN PH 1 BLK 2 LOT 1, JWR 711 ADDITION BLK A LOTS 1- 3, DENTON COUNTY, TEXAS; PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin and Office Equity Solutions entered into a Chapter 380 agreement for the Justin Town Square development; and

WHEREAS, the City of Justin and Office Equity Solutions requested to amend the previously approved Planned Development to allow Solar lighting, restrict medical uses to 20% as defined, and permit a Hotel through a Specific Use Permit in the Civic Mixed Use sub-district (CMU); and

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

WHEREAS, having reviewed the request for the residential development the Commission determined that the zoning change 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 zoning change 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 described above is amended to amend the Planned Development Standards for Justin Town Square as seen in Exhibit A below.

Section 3. Applicable Regulations/Zoning Ordinance and Zoning Map Amended. Development and use of the property shall follow this ordinance, including all Exhibits thereto as

amended hereby, the Code of Ordinances of the City of Justin, Texas, and all applicable state and federal law.

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

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

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

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 28TH DAY OF MARCH , 2024.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE ____ DAY OF _____, 2024.

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

Approved as to form:

City Attorney

Justin Town Square Planned Development (GB-PD)

A. Purpose and Intent:

1. Coordinating public and private investments for the greatest effect including the investments already underway in the area;
2. Providing greater walkability within the district and to adjoining destinations and appropriate transitions to adjoining neighborhoods;
3. Promoting walkability by bringing some buildings closer to the street where they can interact with pedestrians and be more visible to potential customers;
4. Providing greater market flexibility by allowing a range of commercial and civic uses within the same district; and
5. Ensuring the quality of development through the establishment of urban design standards and providing for a streamlined development review and approval process to facilitate economic development.

B. Sub-Districts Established: The Justin Town Square Zoning District (JTS-PD) is divided into three component sub-districts—the Highway Commercial (HC) Sub-District, the General Mixed-Use (GMU) Sub-District, and the Civic Mixed-Use (CMU) Sub-District—as shown on the Regulating Plan (Appendix A).

1. Highway Commercial (HC) Sub-District: includes the area with direct frontage along FM 156. This district may contain commercial uses with a focus on design standards to create a more attractive gateway into Justin. The design standards will emphasize aesthetic treatments along the FM 156 frontage.
2. General Mixed-Use (MU) Sub-District: shall be the area that focuses on transforming internal streets such as Justin Lane and Tally Boulevard into walkable streets. Buildings that line 'A' Frontage streets often will have associated parking provided on-street or behind the primary buildings. Development would generally support a walkable mixed-use context along key blocks with a wide mix of restaurant, retail, office, and entertainment uses.
3. Civic Mixed-Use (CMU) Sub-District: focuses on the creation of a mixed-use area that is anchored primarily by civic/public uses such as City Hall, fire station, police services and open spaces such as a central green, town square or plaza, and the portion of Bishop Park south of Trail Creek. Development standards within the CMU Sub-District address the transformation of large undeveloped into smaller pedestrian-friendly blocks for a range of public uses and complementary amenities. Development standards would be more flexible in this Sub-District due to the widely varying needs of different public facilities.

C. Regulating Plan: The Regulating Map, Appendix A, establishes the boundaries of the three sub-districts as described above and within the Justin Town Square Zoning District. The map indicates Type 'A' and 'B' frontages, and special requirements within the district.

D. Applicability: The provisions of the JTS-PD, when in conflict, shall take precedence over any provisions of the City of Justin Zoning Ordinance, as amended, except as noted herein. Development standards not addressed in this District shall be governed by the Zoning Ordinance to the extent they are not in conflict with the intent or text of the JTS-PD standards.

E. Administration: All development and redevelopment that meets the standards in this Section shall be approved administratively by the City Manager or designee.

1. Site Plan required: All commercial and non-single family residential uses shall submit a site plan meeting the requirements in Section 52-403 of the City of Justin Zoning Ordinance.
 2. Administrative adjustments: The City Manager or designee may approve a deviation to standards up to 25% of the established requirement specifically to accommodate applicant requests or to address the following site-specific conditions:
 - i. Steep grades on the site
 - ii. Existing utilities and/or easements
 - iii. Existing vegetation that is to be preserved
 - iv. Accommodate wider sidewalks, trails, or cross access between properties
 3. Specific Use Permits – All uses requiring a Specific Use Permit may only be considered by City Council as established in Section 52-62 of the City of Justin Zoning Ordinance
 4. Appeals of Administrator decisions and variances shall be deferred to City Council as established in Section 52-369 of the City of Justin Zoning Ordinance.
- F. Land Uses Permitted: Table 1 shall establish the land uses permitted by JTS-PD sub-district. Uses not listed in the table shall not be allowed in the JTS-PD.
- G. Other: Medical uses shall not exceed 20% of the total square footage of the entire development, except when permitted by a Specific Use Permit.

TABLE 1: Justin Town Square Schedule of Uses				
Chart Legend: "P" Permitted Use, "S" Specific Use Permit required, "Blank" Use Not Allowed		Justin Town Square Zoning District		
USE TYPE	ZONING DISTRICT → USE	HC	GMU	CMU
PUBLIC AND CIVIC USES				
Education	College, university or private school	S	S	S
	Day care center (child or adult)		P	
	Learning Center	P	P	
	Trade and commercial schools	S	S	
Government	Animal Shelter			S
	Fire station			P
	Government maintenance facility			S
	Government office facility	P	P	P
	Museum, library or fine art center, art gallery or museum	P	P	P
	Nonprofit organization or institutional	P	P	P
	Post office	P	P	P
Health Care Facilities	Ambulance dispatch station			S
	Stand-alone Urgent care or emergency care centers	P	S	
	Therapy Provider	P	P	
	Health services facility; including doctor's office or medical clinic	P	P	P
	Hospice	P	P	P
	Massage therapy, med spa, and day spa	P	P	

TABLE 1: Justin Town Square Schedule of Uses				
Chart Legend: "P" Permitted Use, "S" Specific Use Permit required, "Blank" Use Not Allowed		Justin Town Square Zoning District		
USE TYPE	ZONING DISTRICT →	HC	GMU	CMU
	USE			
Recreation	Center, community recreation, government operated or controlled			P
	Center, community recreation, private or nonprofit	P	P	
	Park or playground (public or private)	P	P	P
	Recreation or amusement establishment (indoor) (max. sq. footage of 20,000 sq.ft.)	P	P	P
Religious	Place of worship (primary use)	P	P	
	Institutions of religious or philanthropic nature	P	P	
	Place of worship auxiliary use	P	P	
Utilities	Electric power substation	S	S	S
	Power plant or central electric station			
	Stealth telecommunications towers	S	S	S
	Telecommunications antenna (on structure)	S	S	S
	Telecommunications tower	S	S	S
	Utility transmission or distribution line	P	P	P
	Sewage pumping stations	S	S	S
	Water supply or storage facility			S
COMMERCIAL USES				
Entertainment and Eating	Amusement or recreation, indoor (max. sq. footage of 20,000 sq.ft. in one building)	P	P	
	Bar, tavern, or cocktail lounge	S	S	
	Health or recreation club	P	P	P
	Indoor recreation	P	P	
	Lodge or civic club	P	P	P
	Museum/cultural facility	P	P	P
	Movie theater (indoor)		P	P
	Micro-brewery, micro-distillery or winery (with restaurant or retail sales)	P	P	
	Restaurant without drive-through-service, café, cafeteria	P	P	
	Restaurant with drive-through service (fast food)	S	S	
Office	Bank, financial institution (without drive thru)	P	P	
	Bank, financial institution (with drive thru behind the building relative to FM 156)	P	P	

TABLE 1: Justin Town Square Schedule of Uses				
Chart Legend: "P" Permitted Use, "S" Specific Use Permit required, "Blank" Use Not Allowed		Justin Town Square Zoning District		
USE TYPE	ZONING DISTRICT →	HC	GMU	CMU
	USE			
Retail Sales and Service	Alternative Lending institutions	S	S	
	Offices, professional and administrative	P	P	P
	Animal hospital (no outdoor runs; overnight boarding limited to pet under treatment)	S	S	
	Antique shop	P	P	
	Appliance, sales, supply or repair	P	P	
	Bakery, retail sales	P	P	
	Barber, salon or beauty shop	P	P	
	Book, stationery stores or newsstand	P	P	
	Candy or cake shop	P	P	
	Caterer or wedding service	P	P	
	Clothing/wearing apparel sales, new	P	P	
	Clothing/wearing apparel sales, used	S	S	
	Convenience store (no gas pumps)	P	P	
	Copy store or commercial print without off-set printing	P	P	
	Dance studio	P	P	
	Dog training school	S		
	Drapery shop	P	P	
	Dressmaking, custom; millinery shop	P	P	
	Freestanding department store	P	P	
	Freestanding discount superstore	S	S	
	Furniture sales, new and used (office or residential) in a building	P	P	
	General merchandise store	P	P	
	Grocery store, meat market	P	P	
	Handicraft shop	P	P	
	Hardware store	P	P	
	Interior decorating	P	P	
	Kennel (with no outdoor runs)		S	
	Kiosk	S	S	S
	Large retail store	P	P	
	Laundry or dry cleaning collection office	P	P	
	Leather goods shop	P	P	
	Liquor or package store	P	P	
	Locksmith	P	P	
	Medical supplies/equipment sales or rental	P	P	
	Optician	P	P	

TABLE 1: Justin Town Square Schedule of Uses					
Chart Legend: "P" Permitted Use, "S" Specific Use Permit required, "Blank" Use Not Allowed		Justin Town Square Zoning District			
USE TYPE	ZONING DISTRICT →	HC	GMU	CMU	
	USE				
	Pawnshop	S			
	Pet day care (no overnight lodging)	P	P		
	Pharmacy/drugstore with drive-through	S	S		
	Pharmacy/drugstore without drive-through	P	P		
	Photograph, portrait/camera shop or photo finishing	P	P		
	Recording studio	P	P		
	Shoe shine shop	P	P		
	Studio, music, art or photography	P	P	P	
	Studio for radio or television	P	P	P	
	Tailor, clothing or apparel shop	P	P		
	Wedding chapel		P		
	Vapor store	S			
	Veterinary clinic (with indoor kennels)	P	P		
	Vehicle Sales and Service	New auto accessory and parts sales store	P		
		Carwash, full or self service			
Gasoline/service station with convenience market (over 4 mpd requires SUP)		S			
Parking area or garage			P	P	
LIGHT INDUSTRIAL					
Light Industrial Services	Printing, lithographing, book-binding, newspapers or publishing	S	S		
	Scientific and research labs	S	S		
HEAVY INDUSTRIAL					
	Gas compression facilities, gathering stations*	S	S	S	
	Gas drilling and production*	S	S	S	
	Oil drilling and production*	S	S	S	
	* In conformance with City of Justin Gas Drilling Ordinance				
OTHER USES					
	Commercial outside display	S	S		
	Outside storage, screened*	P	P		
	Hospital		S		
	Residence for security purposes, temporary	S	S	S	
	Trailer, portable; sales, construction or storage during construction	P	P	P	

TABLE 1: Justin Town Square Schedule of Uses				
Chart Legend: "P" Permitted Use, "S" Specific Use Permit required, "Blank" Use Not Allowed		Justin Town Square Zoning District		
USE TYPE	ZONING DISTRICT →	HC	GMU	CMU
	USE			
RESIDENTIAL USES				
	One-family dwelling, 2 nd floor and higher only.		S	
	Multifamily dwelling, 2nd floor and higher only.		S	
	One-family attached (townhouse, rowhouse)		S	
	Senior Adult Housing		S	
	Assisted Living Facility		S	
LODGING				
	Hotel, motel, inn, short-term and vacation rentals		S	S

H. Site Development Standards

Standard	Highway Commercial (HC)	General Use (GMU)	Mixed-Use (CMU)
Building Setbacks (measured from the property line) (minimum):			
FM 156	20' min	NA	NA
Primary Street (Type 'A' Street South of the Town Square)	NA	5' min. (0' minimum with firewall) 20' max.	NA
Primary Street (Type 'A' Street or Type 'A' Easement along or North of the Town Square)	NA	5' min. (0' min with firewall.) no max.	5' min. (0' min with firewall.) no max.
All other streets	10' min.	10' min.	10' min.
Side or rear	5' min.	5' min. (0' min with firewall.)	5' min.
Parking setbacks (from Type 'A' Street or Type 'A' Easement)	NA	Behind the primary building or a 5' landscaped green belt.	Behind the primary building or a min. 5' landscaped green belt.
Parking setbacks (secondary street)	15' along FM 156	Behind the front façade of the building along the street or a min. 5' landscaped green belt.	NA
Lot area	NA	NA	NA
Min. Lot Width:	50'	40'	NA
Max. Building Height	2 stories and not to exceed 35'	3 stories and not to exceed 45'	5 stories and not to exceed 75' (towers integrated into the

Standard	Highway Commercial (HC)	General Mixed-Use (GMU)	Civic Mixed-Use (CMU)
			building's architecture shall be exempt from this height limitation)
Min. % of usable open space (maybe designated public or private)	5% of the overall sub-district	5% of the overall subdistrict	
Max. Lot Coverage	70%	80%	NA

1. Due to the irregularity of the lots, lot width shall be measured as the average (mean) horizontal distance between the side property lines of a lot. The measurement shall be taken at two points. The narrowest point of the lot and the widest point. These two points shall then be averaged to form the lot width.

I. Off-Street Parking

1. Section 52-233 Parking Requirements based on Use, 52-235 Location of parking spaces and 52-237 Off-street loading space of Chapter 52 Zoning of the City of Justin Code of Ordinances shall not apply. All other standards related to off-street parking and loading in Division 6, Chapter 52 shall apply. In lieu of standards in Section 52-233, 52-235 and 52-237, the following shall apply.
2. In order to facilitate easier transitions between uses to create a more market responsive mixed-use environment, off-street parking ratios shall be based on following major categories of uses:
 - i. All commercial and public uses (except those described in Section 2. ii below): shall include all public, retail, restaurant, office, service, and light industrial uses: 1 space for every 275 sq.ft. of gross leasable area (GLA);
 - ii. Public Assembly uses: shall include facilities or areas for people to gather together with fixed seating for religious worship, cultural and sporting events, art performances, movie theaters and similar uses. Facilities without fixed seating will base the parking on the maximum occupancy of the assembly room as determined by the Fire Marshal: 1 space for every 4 seats or persons.
3. All parking spaces required herein shall be located on the same lot with the building or use served, except as described in Section 4. Shared parking agreements below.
4. Shared parking agreements: The City Manager may approve shared parking facilities for development within Justin Town Square with different operating hours or different peak business periods if the shared parking complies with all of the following standards.
 - i. Location: Shared parking spaces shall be located within the GMC and/or CMU Zoning Districts.
 - ii. Shared Parking Analysis:
 - a. Where shared parking is contemplated, the applicant may be required to include parking accumulation analyses as a part of the request for approval. The analysis shall include the parking demand for each hour over a 12- to 24-hour period for a typical high-volume day. This will determine the minimum number of spaces that shall be provided. Based on the analysis submitted, if the maximum number of vehicles accumulated during a peak hour or hours for all overlapping uses exceeds the number of spaces that are required to be provided, shared parking shall be limited. A prorated number of shared parking spaces may be permitted administratively based on the justification information of the analysis.

- b. A maximum of 50 percent of the parking spaces required for theaters, bowling alleys, dancehalls, nightclubs, churches, school auditoriums or similar uses may be provided and used jointly by any two similar uses not normally open, used or operated during the same hours; provided, however, that written agreement thereto is properly executed and filed as specified in this section. For example, any portion of a shared parking lot between a church and a night club may not be used for yet another similar use under this category.
 - iii. Agreement for Shared Parking: A shared parking plan will be enforced through a written agreement among all owners of record. Shared Parking Agreements across the entirety of the JTS-PD are encouraged, including between privately and publicly owned property. An attested copy of the agreement between the owners of record shall be submitted to the City Manager for review and approval. The applicant shall record the agreement in the county deed records prior to the issuance of a building permit or certificate of occupancy for any use to be served by the shared parking. A shared parking agreement may be terminated if all required off-street parking spaces will be provided in accordance with the requirements of Section G.2 above.
 - iv. Amendments to pre-existing agreements shall be made pursuant to the terms of this Section and shall be done by written agreement.
 - 5. Off-street loading spaces shall not be required in the JTC-PD. Loading shall be restricted to off peak hours, public loading zones (if any), private drives and/or private parking areas.
- J. Site Design Standards (driveways and cross access)
 - 1. Driveways shall be allowed along FM 156 only if no other access either exists or is proposed from any directly adjoining street.
 - 2. Driveway spacing and widths shall meet TxDOT standards for the roadway classification.
 - 3. Cross-access easements:
 - i. Min. of 24' wide cross-access easements shall be provided to adjoining lots within the JTS-PD regardless of the development status of the adjoining lots.
 - ii. Location of the cross-access easements shall be established during the site plan.
- K. Building Design Standards
 - 1. Façade Composition: Building facades that face a public street or private street with a public access easement shall comply with the minimum requirements illustrated in diagram below.

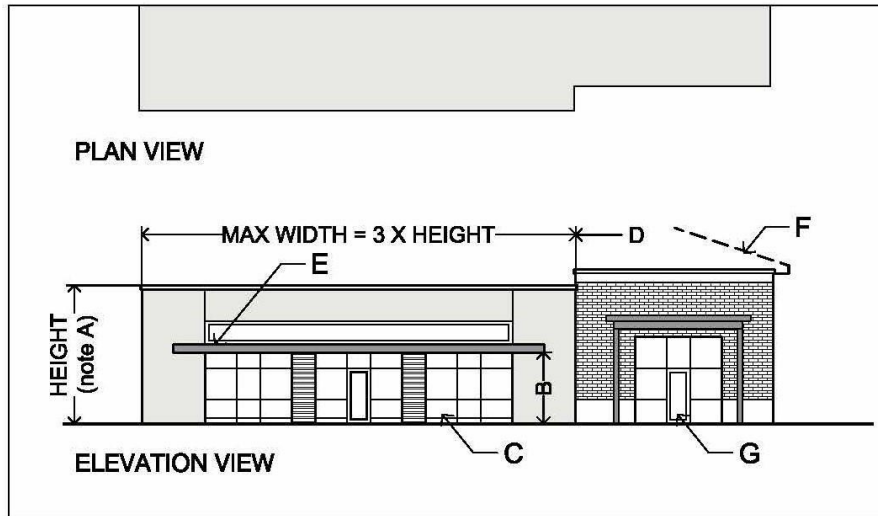


Figure A Façade Composition

DIAGRAM ANNOTATIONS:

- A. Façade height shall be minimum of 15 feet for parapet wall, or 12 feet for a sloped roof eave.
- B. Storefront glazing to be minimum 9 feet high and shall extend within 0-16" of the sidewalk grade.
- C. Minimum glazing as a percentage of the total wall area shall be 25%
- D. Walls that exceed the height and width ratio of 1:3 (3 feet in width per 1 foot in height) shall incorporate a change in the architectural features. These changes shall include the following: a change in the horizontal plane with a minimum one-foot recess or projection from the adjacent wall, a change in the wall height of two feet, a change in exterior wall material, a change in the storefront opening proportions (doors, windows, etc.), and change in the shading device (i.e. cover, awning, etc.) configuration (type, height, extension, color). Staff shall determine the appropriate amount of façade articulation.
- E. A shading device shall be incorporated along a minimum of 50% of the façade length.
- F. Optional sloped roof
- G. Doors to be commercial grade with minimum 40% glazing.

2. Building Orientation and Entrances along Type 'A' Streets:

- i. Buildings south of the northern boundary of the town square with frontage along Type 'A' Streets only on one side of the building, shall be oriented to have their longer sides along Type 'A' Streets.
- ii. Buildings south of the northern boundary of the town square with more than one side that has frontage along Type 'A' Streets shall only be required to have their longer side along the north-south portion of the Type 'A' Street.
- iii. Buildings north of the northern boundary of the town square with frontage along Type 'A' Streets may orient their building(s) at their discretion.
- iv. Buildings along Type 'A' Streets shall have at least one entrance facing the Type 'A' Street.
- v. Building entrances shall have a pedestrian connection from the entry to the public sidewalk on a Type 'A' Street.
- vi. Additional primary and secondary entrances may also be provided around all sides of the building.

3. Building components:

- i. Glazing:
 - a. Buildings shall incorporate commercial grade storefront window systems. Glass shall be clear or lightly tinted. Reflective (mirror) glass is not permitted.
 - b. Minimum glazing as a percentage of the total façade area shall be 25%.
- ii. Roofs: roofs shall be low slope behind a parapet wall, and/or sloped hip or gable roofs having a minimum slope of 4:12 and a maximum slope of 8:12.
- iii. Roof Top Mechanical Equipment: Exterior building walls shall be tall enough to shield all rooftop mechanical equipment from the view from anywhere on an adjoining public street or sidewalk within 100' of the building. Other screening devices such as latticework, louvered panels, and any other screening treatments are permitted.
- iv. Awnings and shading devices: Awnings, projecting roofs, and porches shall be permitted as shown in Figure B Shading Devices.

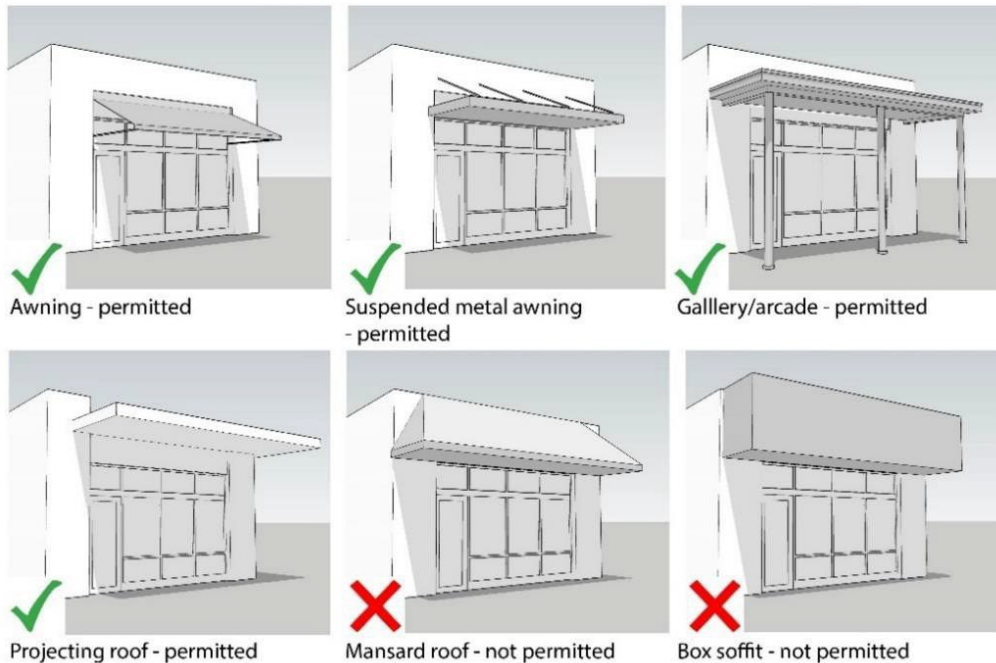


Figure B Shading Devices

- L. Landscaping and Buffer Requirements: Standards in Division 5 Landscaping and Buffer Requirements of the City of Justin Code of Ordinances shall apply to the Justin Town Square district with the following modifications:
1. Buffer along the west property line abutting a single-family neighborhood: Provide a Type F2 Buffer Yard as described in Figure C. The minimum width of the buffer shall be 15' with a typical width of 18' and incorporate a minimum eight-foot (8') wide paved trail connecting Reatta Park to Bishop Park as shown in the Concept Plan. Alternate materials may be considered such as hard packed crushed stone or similar durable and firm material. The city may waive the requirement for a six-foot wall where existing fences are in place and/or where grade changes between the abutting properties necessitate a retaining wall or berm. Single family rear yards shall be permitted to have access directly to the trail from the rear yard where feasible.
 2. Buffer along the south property line abutting an existing multi-family property: Provide a Type F2 Buffer Yard as described in Figure C. The fencing requirement shall be waived for this buffer.
 3. Buffer along Highway FM 156: Provide a Type B Buffer Yard, as described in Figure C, along the highway frontage. Coordinate the exact location of the buffer yard with the city to accommodate existing conditions including overhead utility lines. A single shade tree species, selected from Table 52-9, shall be utilized consistently along the Highway frontage.
 4. Parking lot landscaping requirements: The following is intended to expand on the requirements set forth in Sec. 52-208.
 - i. Provide planter islands as indicated in Sec 52-208 with the following modifications: 100% of required planters to have shade trees, except that planter islands that have light poles may substitute two understory/accent trees for the required canopy tree.; in no case shall there be more than 12 parking spaces in a row without a planter and tree. Disperse trees throughout parking lots to achieve maximum shade coverage.

- ii. Parking lots that face a Type 'A' Street as designated on the Justin Town Square Regulating Plan, and along Tally Boulevard, shall be screened with a hedge of evergreen shrubs obtaining a mature height greater than 24 inches. Any approved hedge shrubs must be a minimum of eighteen inches in height at the time of planting, and spaced on minimum 24-inch centers. Hedge shall be maintained at a height of 24"-42".
5. Landscaping placed in any easement shall be reviewed and may be approved by the Development Review Committee in conjunction with the Site Plan process.

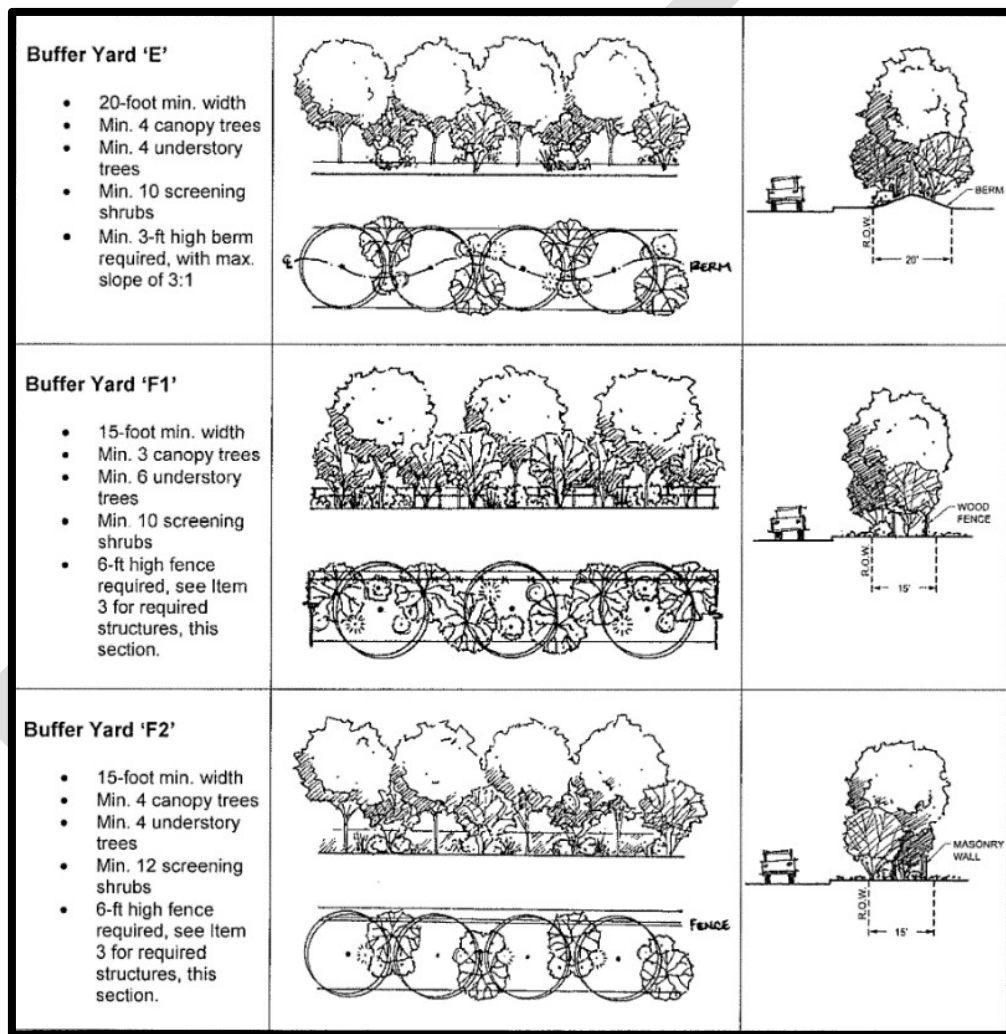


Figure C

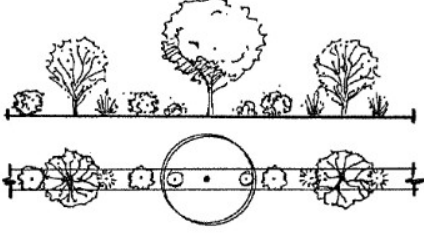
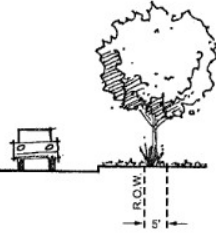
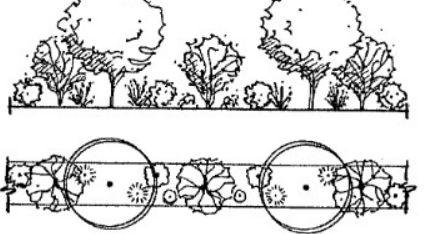
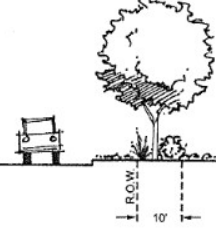
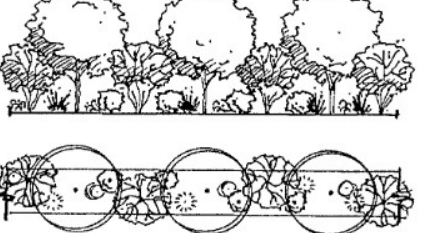
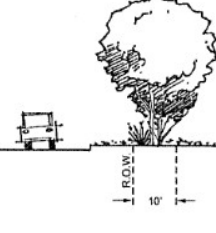
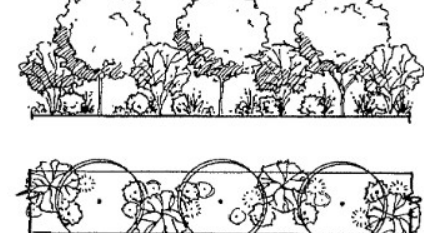
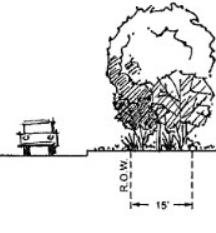
Buffer Yard 'A' • 5-foot min. width • Min. 1 canopy tree • Min. 2 understory trees • Min. 8 screening shrubs • No fence or berm required		
Buffer Yard 'B' • 10-foot min. width • Min. 2 canopy trees • Min. 3 understory trees • Min. 10 screening shrubs • No fence or berm required		
Buffer Yard 'C' • 10-foot min. width • Min. 3 canopy trees • Min. 4 understory trees • Min. 12 screening shrubs • No fence or berm required		
Buffer Yard 'D' • 15-foot min. width • Min. 3 canopy trees • Min. 4 understory trees • Min. 18 screening shrubs • No fence or berm required		

Figure D

M. Usable Open Space Standards: A minimum of 5% of the land area by Sub-district shall be designated as usable open space which shall meet the following criteria:

1. Improvements: Usable open space shall consist of landscaped open space areas that are intended for passive, active or visual enjoyment and may include seating, fountains, gardens, pergolas, landscaped areas, landscaping buffers and café dining. Up to 75% of the required area may be paved with concrete or unit pavers (asphalt not permitted). Paved areas used to comply with Usable Open Space Standards shall be provided with shade trees not less than one per 1,000 sf of paved area.
2. Location: Usable Open Space shall be located anywhere on a property, including along a public street or public easement, adjacent to a building entrance, or along a public trail. Parking lot

landscaping, or open space that is surrounded by parking lots, or landscaping within the public right-of-way or public access easement, shall all count toward this requirement.

N. Sign Regulations: Standards in Chapter 36, Sign Regulations, of the City of Justin Code of Ordinances shall apply to the Justin Town Square PD with the following modifications:

1. Monument signs shall not be permitted on a Type 'A' street as designated on the Regulating Plan.
2. Projecting signs: building occupants that are classified as commercial uses for Entertainment and Eating, may utilize a projecting sign as all or part of the area allowance for wall signs. Projecting signs are to be double sided and may incorporate LED neon type lighting. Examples of projecting signs are shown in Figure E.



Figure E Examples of projecting signs

3. Blade signs and canopy signs: In addition to the signs permitted in Chapter 36, each tenant space shall be permitted to have one blade sign OR canopy sign located within 15 feet of the occupant entry door. The area of the Blade or canopy sign shall not count against the area of other permitted signs.
 - i. Blade signs: Shall be mounted to the building wall and project at a 90 degree angle. Signs shall not exceed 8 sf and have a head clearance of 8 feet from the sidewalk elevation. See example in Figure F.
 - ii. Canopy sign: Shall be mounted to the underside of a fixed canopy or awning structure. Signs shall not exceed 8 sf and have a head clearance of 8 feet from the sidewalk elevation. See example in Figure F.

O. Lighting

1. All lighting standards shall comply with the Code of Ordinances.
2. Solar lighting shall be allowed in the development as depicted in Figure A.
3. Photometric Plans shall be submitted with the site plan for on-site lighting.
4. Photometric Plans for roadways shall be submitted with the construction plans.



Figure F Left, example blade sign; right, example canopy sign

P. Transportation and Trails

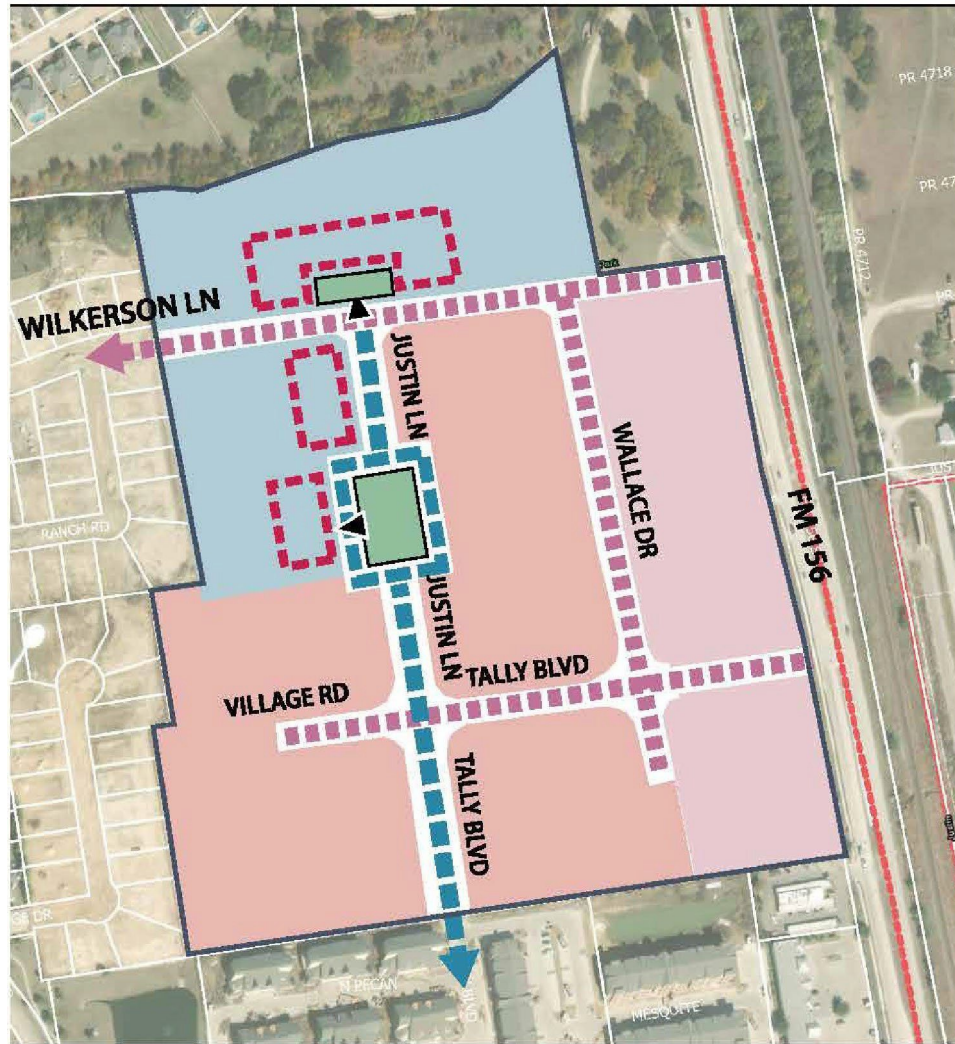
1. Streets – Any Public and/or Private Streets or Driveways shall meet the minimum standards as set forth in Section 42-81 of the Justin Code of Ordinances, however cross-sections that do not meet those minimum standards, but that encourage urban pedestrian-oriented development can be approved by the City Manager.
2. Trail System
 - i. The Project shall integrate an off-street Trail System as each parcel on the Trail System is built upon providing pedestrian and bicycle connectivity within the GMU and CMU Zoning Districts. The Trail System shall include a meandering path for pedestrians and bicycles with a minimum width of eight (8) feet, except where the trail is along a roadway in which case it is not required to meander. The Trail System shall integrate with the required sidewalks to create a continuous path throughout the Project between Reatta Park and Bishop Park.
 - ii. A town square park shall be located between the Civic Mixed-Use Tract and the General Mixed-Use Tract, as generally shown in Appendix “A”. This pocket park may not function as drainage/detention pond, but may count towards open space requirements.
 - iii. All drive aisles and sidewalks shall be designed, and easements conveyed to connect to existing or future drive aisles, sidewalks, trails, or parks on adjacent parcels.

Q. Definitions: Many terms used in this PD are defined in the Section 52-1 of the City of Justin Zoning Ordinance. Definitions are only included here if not defined in the Zoning Ordinance, Subdivision Regulations, or Sign Ordinance, or if the definition for this PD differs from the existing definitions. In case of a conflict between the definitions under this Section and other city ordinances, the definitions in this section shall supersede.

1. Day-care center (adult or child): A child day care establishment primarily cares for more than six (6) infants and/or minors and often may offer recreation and education programs. These facilities are licensed, certified, or registered by the State to provide their respective services. Adult day care establishments provide care during the day for six (6) or more adults with disabilities or seniors. These facilities are licensed, certified, or registered by the State to provide their respective services.

2. Standalone emergency care or urgent care center: An urgent care center is a walk-in clinic focused on the delivery of medical care for minor illnesses and injuries in a stand-alone medical facility outside of a traditional hospital-based or freestanding emergency department (ED). Other names for similar types of facilities include but are not limited to after-hours walk-in clinics, minute clinics, quick care clinics, minor emergency centers, and minor care clinics.
3. Indoor amusement or recreation center: These establishments operate fitness and recreational sports facilities, or, provide services for fitness or recreational sports teams, clubs, or individual activities within enclosed structures. The facilities-operating establishments to be classified here include, but are not limited to: fitness clubs, gyms, enclosed arenas, enclosed recreational ball parks and courts, amusement centers and more. This category also includes facilities for a wide variety of indoor sports, entertainment, games of skill, or recreation to the general public for a fee where the activity takes place within an enclosed structure. Examples include but are not limited to bowling, billiards, darts, paintball, laser tag or similar activities; gymnasium or indoor arena; basketball, handball, soccer, and tennis courts; hockey rinks; swimming pools; physical fitness centers; and amusement devices. This category shall not include amusement devices that include gambling games.
4. Lodge or civic club: Any organization operating under a nonprofit or similar charter, the activities of which are devoted exclusively to charitable, benevolent, patriotic, employment- related, recreational, or educational purposes not currently listed elsewhere in this Chapter. Such an establishment may include the preparation and service of food and/or drink for members and their guests only.
5. Alternative Lending institution: A payday advance/loan business or a motor vehicle title loan business. An alternative financial institution does not include state or federally chartered banks, community development financial institutions, savings and loans, credit unions, or regulated lenders licensed in accordance with Chapter 342 of the Texas Finance Code. If a regulated lender licensed in accordance with Chapter 342 of the Texas Finance Code also offers services as a "credit service organization" and/or a "credit access business" under Chapter 393 of the Texas Finance Code, that business is an alternative financial establishment.
6. Learning Center: An educational establishment, facility or program that facilitates students' acquisition of knowledge or understanding of topics by providing additional support and personalized instruction. Often in which skill-specific sets of activities are developed for students to work on independently at their own pace, in a team or in a classroom environment. The specific tools and materials available vary by facility or program but can include enrichment and recreational activities, tutoring, computer and Internet practice, counseling, and other services.
7. Therapy Provider: An establishment whose primary purpose is the treatment of developmental, physical and/or psychological impairment, injury, disease, or disorder, as by some remedial, rehabilitating, learning or curative process to improve one's quality of life.
8. Lot Coverage: The lot area covered by all buildings located thereon.
9. Bar, tavern, or cocktail lounge: Any establishment which derives fifty-one percent (51%) or more of the establishment's gross revenue from the on premise sale of alcoholic beverages.

APPENDIX A – REGULATING PLAN



SUBDISTRICTS

- Highway Commercial (HC)
- General Mixed-Use (MU)
- Civic Mixed-Use (CMU)

FRONTAGES

- 'A' Frontage
- 'B' Frontage

SPECIAL REQUIREMENTS

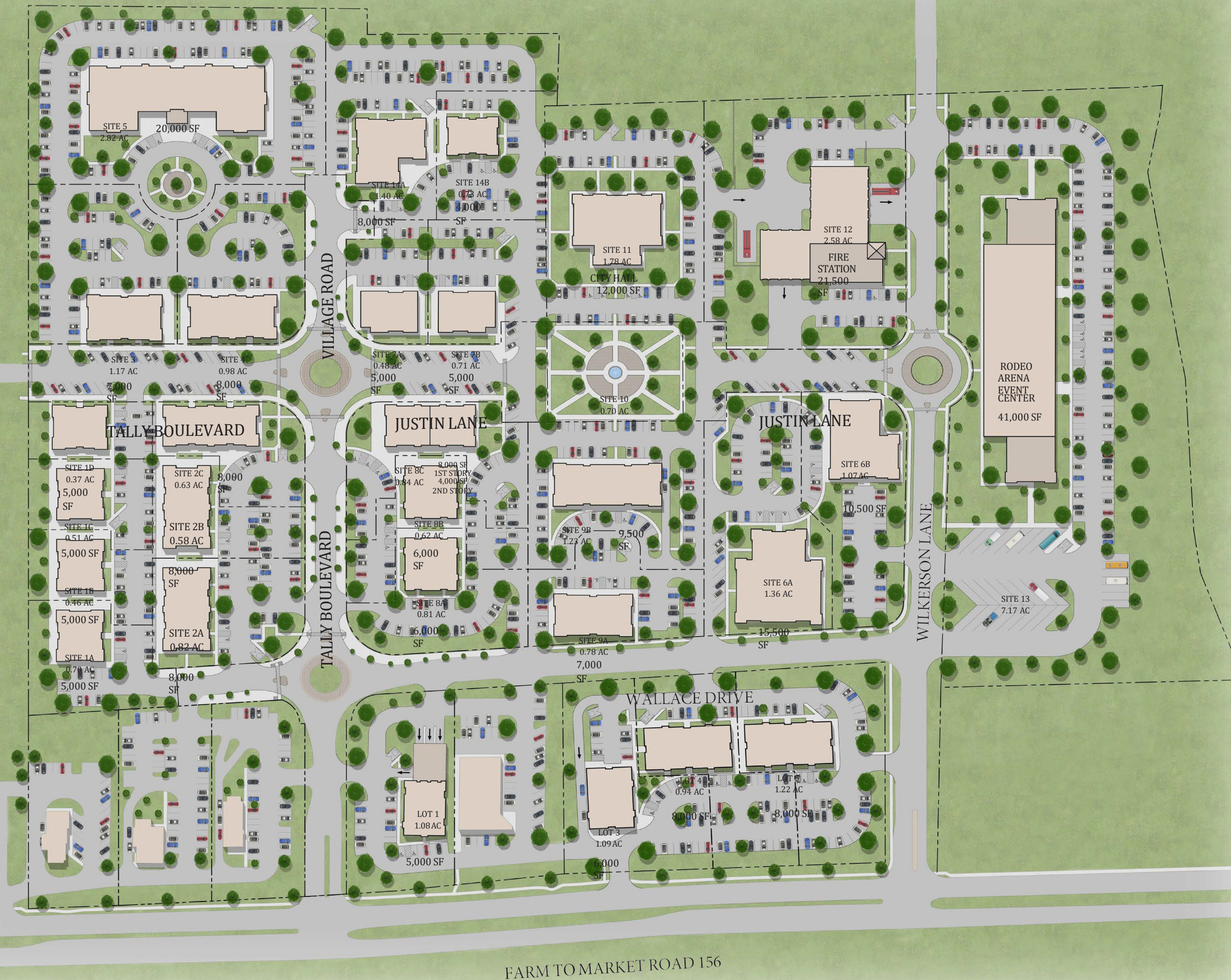
- D Required Usable Open Space
- i • i Recommended Civic Building Location
- • • Terminated Vista



Justin Town

Square
Justin TX

JUSTIN
1887







City Council Coversheet
April 11, 2024
415 N. COLLEGE AVE.

Agenda Item: 8. (CONSENT AGENDA)

Title: Consider and act upon Resolution 668-24 approving the extension of the Extra-Territorial Jurisdiction in accordance with Resolution 664-24.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff Recommends approval.

Background:

The City of Justin and the Town of Northlake approved a joint resolution on March 14, 2024 to transfer certain extraterritorial jurisdiction (ETJ) areas from Northlake to Justin. This decision aims to adjust the boundaries and service obligations previously established in the 2021 Open Settlement Agreement, in light of changes in development patterns and infrastructure needs. The previous resolution released the ETJ from Northlake and this proposed resolution permits the City of Justin to accept and extend the ETJ as described. This resolution is the last step in the process for the transfer of the ETJ.

City Attorney Review: Yes

Attachments:

1. Proposed Resolution
2. Exhibit A

RESOLUTION XXX-24

RESOLUTION APPROVING THE EXPANSION OF THE CITY OF JUSTIN'S EXTRATERRITORIAL JURISDICTION (ETJ) IN ACCORDANCE WITH THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF JUSTIN, TEXAS, AND THE TOWN OF NORTHLAKE, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin ("Justin,") is a Home Rule municipality located in Denton County, created in accordance with created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town of Northlake, Texas ("Northlake") is a Home Rule municipality located in Denton County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City of Justin, Texas ("Justin"), and the Town of Northlake, Texas ("Northlake"), have entered into an Interlocal Agreement for the release, acceptance, and allocation of extraterritorial jurisdiction (ETJ) and retail water and sewer service areas, hereby referred to as "the Agreement";

WHEREAS, the Agreement aims to adjust the ETJ boundaries and the provision of retail water and sewer services based on the development patterns, construction costs, and timelines which have changed since the adoption of the 2021 Agreement;

WHEREAS, the Agreement specifies the tracts of land involved in these adjustments and outlines the responsibilities of each party regarding the provision of utility services;

WHEREAS, the parties have authority under the laws of Texas to enter into agreements for the transfer of extraterritorial jurisdiction ("ETJ") and to so adjust its respective boundaries; and

WHEREAS, pursuant to Tex. Loc. Gov't Code section 42.021, Justin has an ETJ boundary of one mile from its corporate limits; and

WHEREAS, the transfer of ETJ from Northlake to Justin by this Resolution is in the best interest of each municipality, its citizens, and property owners.

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

Section 1. All the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified, and incorporated into the body of this resolution as if copied in their entirety.

- Section 2.** The City of Justin hereby formally adopts the ETJ boundary adjustments as detailed in the Agreement, including the inclusion of the AMS, Talcop, and SSAE into Justin's ETJ. The Danheim Tract will not be included in the ETJ extension, but may be considered at a later date.
- Section 3.** This Resolution shall be effective immediately upon it's approval by the City Council of the City of Justin.
- Section 4.** The City of Justin reaffirms its commitment to working in good faith with the Town of Northlake to ensure the smooth execution of the Agreement and to address any future needs for adjustments based on changing conditions in the area.
- Section 5.** In the event that any one or more of the sections, subsections, provisions, clauses, or words of the 2024 Agreement or this Resolution or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance shall be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of the 2024 Agreement or this Resolution or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that the 2024 Agreement and this Resolution shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly. Should any portion of the area transferred to Justin's ETJ by this Joint Resolution be already lawfully within the ETJ of Justin, the transfer of ETJ from Northlake to Justin pursuant to the 2024 Agreement and this Resolution shall be deemed to exclude such area and to apply solely to the remaining area so transferred.
- Section 6.** A copy of this Resolution shall be filed in the property records of Denton County, Texas.

DULY PASSED by the City Council of the City of Justin on the 11th day of April 2024.

ATTEST :

James Clark, Mayor

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
April 11, 2024
415 N. COLLEGE AVE.

Agenda Item: 9. (CONSENT AGENDA)

Title: Consider and take appropriate action upon Resolution 669-24 amending the City of Justin Fee Schedule.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends approval.

Background:

On March 14, 2024, the fee schedule was updated to incorporate figures from the NewGen Study for inspection fees. However, the amendment made on that date inadvertently omitted vehicle costs. The proposed fee schedule now incorporates the vehicle costs to be included as originally presented on March 14th. No additional revisions are being provided at this time.

City Attorney Review: No

Attachments:

1. 2024-04-11 Master Fee Schedule DRAFT - Redlined
2. 2024-04-11 Master Fee Schedule DRAFT - Clean
3. Master Fee Schedule Resolution
4. Justin PIRF Presentation

**EXHIBIT “A”
MASTER FEE SCHEDULE**

I. ADMINISTRATIVE SERVICES

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

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

II. LIBRARY

Library Fees

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

III. BUILDING & PERMITTING

New Construction

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

Other New Construction Fees

Final Certificate of Occupancy	\$150
Energy Code (Recheck)	\$300
Driveway with Curb Cut	\$100
Driveway with Culvert	\$200
Sign Permit	\$50
Wastewater Plumbing Permit	\$100
Customer Service Inspection	\$100
Irrigation	\$100
New Fence	\$100
Replacement Fence	\$25
Accessory Building	\$0.50 per square-foot
Residential Swimming Pool	\$400
Re-Inspection Fees	
Re-Inspection after first red-tag	\$50.00
Re-Inspection after second red-tag	\$100.00
Re-Inspection after third red-tag	\$150.00
All re-inspections after fourth red-tag	\$300.00

Work Without Permit

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

Alterations, Remodels, and Additions

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

Commercial Fee Valuation Chart

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

Licenses, Registrations, and Trades

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

Rental Certificate of Occupancy Fees

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

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

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

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

IV. BUSINESS RELATED

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

(Ord. No. 549, § 1, 1-28-13)

V. FOOD ESTABLISHMENT

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

(Ord. No. 462-08, §§ 1, 2, 12-8-08)

VI. INSPECTION**Fire Prevention Permit Fees**

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

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

(Ord. No. 461-08, § 1, 12-8-08)

Pool Permit Fees

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

Pursuant to H.B. 3492, the City Council approved a contract with NewGen Strategies and Solutions, LLC, to undertake a comprehensive study. This study aims to accurately identify the legitimate costs associated with development inspection fees that can be imposed. The table below is the actual cost from the study.

Position	Loaded Total Hourly Rate	Average Hourly Rate	Minimum Hourly Rate	Maximum Hourly Rate
Parks Worker	\$32.57	\$37.16	\$32.57	\$48.69
Code Enforcement	40.39	44.37	33.38	49.25
Utility Maintenance – Water	39.02	35.82	33.48	39.02
Construction Inspector	49.25	51.43	49.25	53.62
Municipal Maintenance – Streets	28.97	31.80	28.97	34.62
Utility Maintenance - Wastewater	35.18	46.54	35.18	69.29

Description	Hourly Rate (Purchase d)	Hourly Rate (leased)	Minimum Hourly Rate	Maximum Hourly Rate
Chevy Silverado	\$19.44	\$21.06	\$15.56	\$21.06
Ford F350	\$31.11	\$33.69	\$31.11	\$37.90
Ford F700	\$58.33	\$63.17	\$58.33	\$63.17

Code Enforcement

Code Enforcement Admin Fee	\$70
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VII. NOISE

Application	\$25.00
Short-term Sound Permit	\$75.00
Outdoor Event Sound Permit	\$150.00
Venue Sound Permit	\$300.00

(Ord. No. 557, § 1, 9-9-13)

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

Development Request	City Application Fee	Minimum Planning Review Fee	Minimum Engineering Review Fee	Total Minimum Fees
Annexation Application	\$500	N/A	N/A	\$500
Developers Agreement Application	\$500	\$250	\$250	\$1,000
Specific Use Permit (*Note: does not include SUP for gas well drilling; see Ord. No. 496-10)	*\$400	*\$435	*\$250	*\$1,085

Amendment to existing application (SUP, Site Plan, Zoning, or Plat)	\$400	NA	NA	*\$400
Site Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)

Civil Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)
Replat Fee	\$150	\$435	\$300	\$885
Zoning Change	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$250	\$750 (Varies with size)
Planned Development	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$500	\$1,000 (Varies with size)
Civil Plans Additional Review	\$300 + \$5 per residential lot or \$5 per commercial acre	N/A	N/A	\$300 (Varies with size)
Minor Subdivision Additional Review	\$50	\$150 + \$20 per acre	\$150 + \$50 per acre	\$350 + (Varies with size)
Minor Subdivision Final Plat	\$350	\$435+ \$20/acre	\$500 + \$100/acre	\$1,285 + (Varies with size)
Preliminary Plat	\$300 + \$20 per residential lot or \$20 per acre if commercial	\$725 + either \$20/res. lot or \$20/ com. acre	\$900 + either \$100 per residential lot or \$250 per commercial acre	\$1,925 + (Varies with size)
Major Subdivision Additional Review	\$150 + \$20 per residential lot or \$20 per acre if commercial	\$350 + \$20 per residential lot or \$20 per acre if commercial	\$450 + either \$50 per residential lot or \$125 per commercial acre	\$950 + (Varies with size)
Major Subdivision Final Plat	\$450 + \$20 per residential lot or \$20 per acre if commercial	\$725 + \$20 per residential lot or \$20 per acre if commercial	\$900 + either \$25 per residential lot or \$50 per commercial acre	\$2,025 + (Varies with size)

Multi-Family Preliminary Plat & Supporting Plans	\$300 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$300 per acre	\$1,950 + (Varies with size)
Multi-Family Additional Review	\$150 + \$50 per acre	\$350 + \$50 per acre	\$450 + \$150 per acre	\$950 + (Varies with size)
Multi-Family Final Plat	\$400 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$150 per acre	\$2,050 + (Varies with size)
Plat Vacating	\$400	\$300	\$300	\$1,000
Board of Adjustment (Commercial, MF, Non-Owner-Occupied)	\$250	\$500	N/A	\$750
Board of Adjustment (Residence)	\$150	\$150	N/A	\$300
Flood Plain Development Permit Exemption Certificate	\$50	-	\$200	\$250
Flood Plain Development Permit (w/o FEMA FIRM amendment)	\$75	-	\$450	\$525
Flood Plain Development Permit (w/FEMA FIRM amendment)	\$150	-	\$900	\$1,050
Pre-Application conference with city engineer and/or planner	\$500	\$0	\$0	\$500

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

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

Application	\$25.00
Block Party Special Event	\$30.00

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

(Ord. No. 558, § 1, 9-9-13)

X. UTILITY RELATED

Water

Deposit	
¾" (65 and older)	\$50.00
¾"	\$150.00
1"	\$200.00
1 ½"	\$250.00
2"	\$450.00
Bulk Water Meter Deposit	\$2,000.00
Meter Cost*	
RG3 Meters:	
¾"	\$179.98
1"	\$279.96
1 ½" Turbine	\$601.09
2" Turbine	\$765.63
4"+	Owner must purchase
AMR Meters:	
¾"	\$528.20
1"	\$586.10
1 ½"	\$942.20
2"	\$1,185.60
3"+	Owner must purchase
<i>*Billed based on which meter is used. RG3 meters will be phased out and replaced with AMR meters beginning in 2022.</i>	
Meter Set Fee	\$100
Tap Fees	
Residential	\$1,500 + Estimated Street Repair

Commercial	\$1,500 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00
8"	\$380,920.00
10"	\$603,139.00
Consumption Rates	
¾"	\$28.62/first 1,000 gallons + \$0.00606/additional gallon
1"	\$47.69/first 1,000 gallons + \$0.00606/additional gallon
1 ½"	\$95.40/first 1,000 gallons + \$0.00606/additional gallon
2"	\$152.63/first 1,000 gallons + \$0.00606/additional gallon
3"	\$286.20/first 1,000 gallons + \$0.00606/additional gallon
4"	\$477.10/first 1,000 gallons + \$0.00606/additional gallon
6"	\$953.90/first 1,000 gallons + \$0.00606/additional gallon
8"	\$1,526.30/first 1,000 gallons + \$0.00606/additional gallon
10"	\$2,194.30/first 1,000 gallons + \$0.00606/additional gallon
12"	\$4,102.10/first 1,000 gallons + \$0.00606/additional gallon
Sprinkler Meter	Reference above depending on meter size; first 49 gallons are no charge
Bulk Consumption Rates	
0-10,000 gallons	\$135.00 flat fee
10,001-25,000 gallons	Flat fee + \$0.005/additional gallon
25,001-40,000 gallons	Flat fee + \$0.00525/additional gallon
40,001+ gallons	Flat fee + \$0.0055/additional gallon
Water Main Extensions	

Extension	Actual Cost
Fire Hydrant	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Reconnection Fee	\$35 during business hours; \$75 after hours
Meter Tampering Fee	\$100

Sewer

Tap Fees	
Residential	\$2,000 + Estimated Street Repair
Commercial	\$2,000 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00
8"	\$380,920.00
10"	\$603,139.00
Consumption Rates	
0-2000 gallons	\$22.67 flat fee
2,001-6,000 gallons	\$22.67+ \$0.00641/additional gallon
6,001+ gallons	No Charge
Sewer Main Extension	
Extension	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Reconnection Fee	\$35 during business hours; \$75 after hours

Sanitation Services

Residential Rates	
Residential	\$12.69

Commercial Rates							
Lifts Per Week							
Container Size	1	2	3	4	5	6	Extra Lifts
95 Gal	\$28.81	\$42.16					\$46.82
2 CY	\$71.28	\$126.02	\$179.45	\$251.00			\$107.44
3 CY	\$96.48	\$169.88	\$246.82	\$340.63			\$132.71
4 CY	\$120.14	\$218.07	\$338.71	\$447.67			\$157.99
6 CY	\$128.10	\$229.59	\$345.45	\$510.51	\$618.58	\$751.71	\$183.27
8 CY	\$145.19	\$247.13	\$391.79	\$564.18	\$680.83	\$825.42	\$208.55
Front Load Recycle Rates							
6 CY	\$105.20	\$179.47	\$253.71				\$32.32
8 CY	\$111.39	\$191.85	\$266.11				\$32.32
Other Commercial Front Load Fees							
Container w/casters		\$5.69 per lift		Deliver/removal fee		\$44.24	
Container w/locks		\$1.77 per lift		Exchange fee		\$44.24	
Temporary Front Load Fees							
	Per Lift		Delivery		Daily Rent		
6 CY	\$145.94		\$64.20		\$1.20		
Roll Off Rate Schedule							
Container Size	Haul		Delivery		Daily Rent		
20 CY	\$602.50		\$150.61		\$1.26		
30 CY	\$648.26		\$150.61		\$1.26		
40 CY	\$721.15		\$150.61		\$1.26		
20 CY Sludge	\$714.62		\$150.61		\$1.26		
Franchise/Billing Fees – 10% for Residential and Commercial							
All rates subject to sales tax							

XI. MUNICIPAL FACILITIES

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

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

XII. ROADWAY RELATED

Roadway Impact Fees

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

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

XIII. DEVELOPMENT RECOVERY FEES

Ad Valorem*:

For Police Services:

Police Allocable Share of Budget $\times$ Approved M&O Tax Rate = Police Rate per \$100 Valuation

For Fire Services:

Fire Allocable Share of Budget $\times$ Approved M&O Tax Rate = Fire Rate per \$100 Valuation.

Capital Recovery Fee*:

For Police Services:

5 years' police capital needs $\div$ (City Limit land area + ETJ land area) = Capital recovery per unit of land area $\times$ proposed developments' land area = 5-year capital needs allocable share for development $\div$ number of development units = Total capital recovery fee per development unit.

For Fire Services:

5 years' fire capital needs $\div$ (City Limit land area + ETJ land area) = Capital recovery per unit of land area $\times$ proposed developments' land area = 5-year capital needs allocable share for development $\div$ number of development units = Total capital recovery fee per development unit.

*Approved via resolution 625-23.

**EXHIBIT “A”
MASTER FEE SCHEDULE**

I. ADMINISTRATIVE SERVICES

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

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

II. LIBRARY

Library Fees

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

III. BUILDING & PERMITTING

New Construction

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Building Permit	\$1.00 per square-foot
Plan Review	N/C
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Driveway with Curb Cut	\$100
Driveway with Culvert	\$200
Sign Permit	\$50
Wastewater Plumbing Permit	\$100
Customer Service Inspection	\$100
Irrigation	\$100
New Fence	\$100
Replacement Fence	\$25
Accessory Building	\$0.50 per square-foot
Residential Swimming Pool	\$400
Re-Inspection Fees	
Re-Inspection after first red-tag	\$50.00
Re-Inspection after second red-tag	\$100.00
Re-Inspection after third red-tag	\$150.00
All re-inspections after fourth red-tag	\$300.00

Work Without Permit

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

Alterations, Remodels, and Additions

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

Commercial Fee Valuation Chart

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

Licenses, Registrations, and Trades

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

Rental Certificate of Occupancy Fees

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

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

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

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

IV. BUSINESS RELATED

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

(Ord. No. 549, § 1, 1-28-13)

V. FOOD ESTABLISHMENT

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

(Ord. No. 462-08, §§ 1, 2, 12-8-08)

VI. INSPECTION**Fire Prevention Permit Fees**

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

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

(Ord. No. 461-08, § 1, 12-8-08)

Pool Permit Fees

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

Pursuant to H.B. 3492, the City Council approved a contract with NewGen Strategies and Solutions, LLC, to undertake a comprehensive study. This study aims to accurately identify the legitimate costs associated with development inspection fees that can be imposed. The table below is the actual cost from the study.

Position	Loaded Total Hourly Rate	Average Hourly Rate	Minimum Hourly Rate	Maximum Hourly Rate
Parks Worker	\$32.57	\$37.16	\$32.57	\$48.69
Code Enforcement	40.39	44.37	33.38	49.25
Utility Maintenance – Water	39.02	35.82	33.48	39.02
Construction Inspector	49.25	51.43	49.25	53.62
Municipal Maintenance – Streets	28.97	31.80	28.97	34.62
Utility Maintenance - Wastewater	35.18	46.54	35.18	69.29

Description	Hourly Rate (Purchase d)	Hourly Rate (leased)	Minimum Hourly Rate	Maximum Hourly Rate
Chevy Silverado	\$19.44	\$21.06	\$15.56	\$21.06
Ford F350	\$31.11	\$33.69	\$31.11	\$37.90
Ford F700	\$58.33	\$63.17	\$58.33	\$63.17

Code Enforcement

Code Enforcement Admin Fee	\$70
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VII. NOISE

Application	\$25.00
Short-term Sound Permit	\$75.00
Outdoor Event Sound Permit	\$150.00
Venue Sound Permit	\$300.00

(Ord. No. 557, § 1, 9-9-13)

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

Development Request	City Application Fee	Minimum Planning Review Fee	Minimum Engineering Review Fee	Total Minimum Fees
Annexation Application	\$500	N/A	N/A	\$500
Developers Agreement Application	\$500	\$250	\$250	\$1,000
Specific Use Permit (*Note: does not include SUP for gas well drilling; see Ord. No. 496-10)	*\$400	*\$435	*\$250	*\$1,085

Amendment to existing application (SUP, Site Plan, Zoning, or Plat)	\$400	NA	NA	*\$400
Site Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)

Civil Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)
Replat Fee	\$150	\$435	\$300	\$885
Zoning Change	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$250	\$750 (Varies with size)
Planned Development	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$500	\$1,000 (Varies with size)
Civil Plans Additional Review	\$300 + \$5 per residential lot or \$5 per commercial acre	N/A	N/A	\$300 (Varies with size)
Minor Subdivision Additional Review	\$50	\$150 + \$20 per acre	\$150 + \$50 per acre	\$350 + (Varies with size)
Minor Subdivision Final Plat	\$350	\$435+ \$20/acre	\$500 + \$100/acre	\$1,285 + (Varies with size)
Preliminary Plat	\$300 + \$20 per residential lot or \$20 per acre if commercial	\$725 + either \$20/res. lot or \$20/ com. acre	\$900 + either \$100 per residential lot or \$250 per commercial acre	\$1,925 + (Varies with size)
Major Subdivision Additional Review	\$150 + \$20 per residential lot or \$20 per acre if commercial	\$350 + \$20 per residential lot or \$20 per acre if commercial	\$450 + either \$50 per residential lot or \$125 per commercial acre	\$950 + (Varies with size)
Major Subdivision Final Plat	\$450 + \$20 per residential lot or \$20 per acre if commercial	\$725 + \$20 per residential lot or \$20 per acre if commercial	\$900 + either \$25 per residential lot or \$50 per commercial acre	\$2,025 + (Varies with size)

Multi-Family Preliminary Plat & Supporting Plans	\$300 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$300 per acre	\$1,950 + (Varies with size)
Multi-Family Additional Review	\$150 + \$50 per acre	\$350 + \$50 per acre	\$450 + \$150 per acre	\$950 + (Varies with size)
Multi-Family Final Plat	\$400 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$150 per acre	\$2,050 + (Varies with size)
Plat Vacating	\$400	\$300	\$300	\$1,000
Board of Adjustment (Commercial, MF, Non-Owner-Occupied)	\$250	\$500	N/A	\$750
Board of Adjustment (Residence)	\$150	\$150	N/A	\$300
Flood Plain Development Permit Exemption Certificate	\$50	-	\$200	\$250
Flood Plain Development Permit (w/o FEMA FIRM amendment)	\$75	-	\$450	\$525
Flood Plain Development Permit (w/FEMA FIRM amendment)	\$150	-	\$900	\$1,050
Pre-Application conference with city engineer and/or planner	\$500	\$0	\$0	\$500

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

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

Application	\$25.00
Block Party Special Event	\$30.00

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

(Ord. No. 558, § 1, 9-9-13)

X. UTILITY RELATED

Water

Deposit	
¾" (65 and older)	\$50.00
¾"	\$150.00
1"	\$200.00
1 ½"	\$250.00
2"	\$450.00
Bulk Water Meter Deposit	\$2,000.00
Meter Cost*	
RG3 Meters:	
¾"	\$179.98
1"	\$279.96
1 ½" Turbine	\$601.09
2" Turbine	\$765.63
4"+	Owner must purchase
AMR Meters:	
¾"	\$528.20
1"	\$586.10
1 ½"	\$942.20
2"	\$1,185.60
3"+	Owner must purchase
<i>*Billed based on which meter is used. RG3 meters will be phased out and replaced with AMR meters beginning in 2022.</i>	
Meter Set Fee	\$100
Tap Fees	
Residential	\$1,500 + Estimated Street Repair

Commercial	\$1,500 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00
8"	\$380,920.00
10"	\$603,139.00
Consumption Rates	
¾"	\$28.62/first 1,000 gallons + \$0.00606/additional gallon
1"	\$47.69/first 1,000 gallons + \$0.00606/additional gallon
1 ½"	\$95.40/first 1,000 gallons + \$0.00606/additional gallon
2"	\$152.63/first 1,000 gallons + \$0.00606/additional gallon
3"	\$286.20/first 1,000 gallons + \$0.00606/additional gallon
4"	\$477.10/first 1,000 gallons + \$0.00606/additional gallon
6"	\$953.90/first 1,000 gallons + \$0.00606/additional gallon
8"	\$1,526.30/first 1,000 gallons + \$0.00606/additional gallon
10"	\$2,194.30/first 1,000 gallons + \$0.00606/additional gallon
12"	\$4,102.10/first 1,000 gallons + \$0.00606/additional gallon
Sprinkler Meter	Reference above depending on meter size; first 49 gallons are no charge
Bulk Consumption Rates	
0-10,000 gallons	\$135.00 flat fee
10,001-25,000 gallons	Flat fee + \$0.005/additional gallon
25,001-40,000 gallons	Flat fee + \$0.00525/additional gallon
40,001+ gallons	Flat fee + \$0.0055/additional gallon
Water Main Extensions	

Extension	Actual Cost
Fire Hydrant	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Reconnection Fee	\$35 during business hours; \$75 after hours
Meter Tampering Fee	\$100

Sewer

Tap Fees	
Residential	\$2,000 + Estimated Street Repair
Commercial	\$2,000 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00
8"	\$380,920.00
10"	\$603,139.00
Consumption Rates	
0-2000 gallons	\$22.67 flat fee
2,001-6,000 gallons	\$22.67+ \$0.00641/additional gallon
6,001+ gallons	No Charge
Sewer Main Extension	
Extension	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Reconnection Fee	\$35 during business hours; \$75 after hours

Sanitation Services

Residential Rates	
Residential	\$12.69

Commercial Rates							
Lifts Per Week							
Container Size	1	2	3	4	5	6	Extra Lifts
95 Gal	\$28.81	\$42.16					\$46.82
2 CY	\$71.28	\$126.02	\$179.45	\$251.00			\$107.44
3 CY	\$96.48	\$169.88	\$246.82	\$340.63			\$132.71
4 CY	\$120.14	\$218.07	\$338.71	\$447.67			\$157.99
6 CY	\$128.10	\$229.59	\$345.45	\$510.51	\$618.58	\$751.71	\$183.27
8 CY	\$145.19	\$247.13	\$391.79	\$564.18	\$680.83	\$825.42	\$208.55
Front Load Recycle Rates							
6 CY	\$105.20	\$179.47	\$253.71				\$32.32
8 CY	\$111.39	\$191.85	\$266.11				\$32.32
Other Commercial Front Load Fees							
Container w/casters		\$5.69 per lift		Deliver/removal fee		\$44.24	
Container w/locks		\$1.77 per lift		Exchange fee		\$44.24	
Temporary Front Load Fees							
	Per Lift		Delivery		Daily Rent		
6 CY	\$145.94		\$64.20		\$1.20		
Roll Off Rate Schedule							
Container Size	Haul		Delivery		Daily Rent		
20 CY	\$602.50		\$150.61		\$1.26		
30 CY	\$648.26		\$150.61		\$1.26		
40 CY	\$721.15		\$150.61		\$1.26		
20 CY Sludge	\$714.62		\$150.61		\$1.26		
Franchise/Billing Fees – 10% for Residential and Commercial							
All rates subject to sales tax							

XI. MUNICIPAL FACILITIES

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

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

XII. ROADWAY RELATED

Roadway Impact Fees

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

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

XIII. DEVELOPMENT RECOVERY FEES

Ad Valorem*:

For Police Services:

Police Allocable Share of Budget $\times$ Approved M&O Tax Rate = Police Rate per \$100 Valuation

For Fire Services:

Fire Allocable Share of Budget $\times$ Approved M&O Tax Rate = Fire Rate per \$100 Valuation.

Capital Recovery Fee*:

For Police Services:

5 years' police capital needs $\div$ (City Limit land area + ETJ land area) = Capital recovery per unit of land area $\times$ proposed developments' land area = 5-year capital needs allocable share for development $\div$ number of development units = Total capital recovery fee per development unit.

For Fire Services:

5 years' fire capital needs $\div$ (City Limit land area + ETJ land area) = Capital recovery per unit of land area $\times$ proposed developments' land area = 5-year capital needs allocable share for development $\div$ number of development units = Total capital recovery fee per development unit.

*Approved via resolution 625-23.

RESOLUTION NO. XXX-24

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

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

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

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

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

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

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

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

DULY PASSED by the City Council of the City of Justin, Texas, on the 11th day of April 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF JUSTIN, TEXAS
RESOLUTION # ____ - ____ - ____
APPROVED _____



March 14, 2024

CITY OF JUSTIN PUBLIC INFRASTRUCTURE REVIEW FEE



PIRF CALCULATION METHOD

Previous Method

- Utilized a simple calculation method: 4% of the total project cost
 - City anticipated moving to 6% project fee in August 2023
- The calculation was based on the gross project cost

New Method

- Direct Costs were reviewed for two main categories
 - Personnel
 - Vehicles
- Additional costs were factored into the calculation, which included
 - Insurance and Benefits
 - Fuel and Maintenance

METHOD FOR CALCULATING HOURLY RATE

- Work Hours: Total Hours (2,080) – Holiday/PTO (168) = 1,912
- Annual Expected Wages ÷ Work Hours = Adjusted Hourly Rate
- Fully Loading Hourly Rate includes:
 - Hourly Rate
 - + Hourly Wage Related Benefits (FICA, Medicare, TMRS, Workers Comp)
 - + Hourly Fixed Benefits (Healthcare)
 - + Hourly Direct Departmental Costs
 - + Hourly Indirect Costs (still to be determined)

Adjusted Fully Loaded Hourly Rate

METHOD FOR CALCULATION – EQUIPMENT COST

- Hourly Cost (for Purchases) Includes =
Fuel Cost
+ Insurance
+ Repairs & Maintenance
+ Depreciation
÷ Assumed Operational Hours

= Hourly Rate for Purchased Vehicles
- Hourly Cost (for Leased) Includes =
Fuel Cost
+ Insurance
+ Repairs & Maintenance Contracts
+ Monthly Payments and Interest
÷ Assumed Operational Hours

= Hourly Rate for Leased Vehicle

BUDGETARY IMPACT

Based on past projects the City is estimated to incur a negative fiscal impact from H.B. 3492. Based on the example costs below the City is expecting as much as a 60% drop in inspection fees. Based on this projection we will apply it to the next year's current budget.

Example Project:

4% Cost: \$189,000

New Cost: Approximately \$75,000

VEHICLES GROUPED, HIGH, AND LOW

Description	Hourly Rate (Purchased)	Hourly Rate (Leased)	High	Low
Chevy Silverado 1500	\$ 19.44	\$ 21.06	\$ 21.06	\$ 15.56
Ford F350	31.11	33.69	37.90	31.11
Ford F700	58.33	63.17	63.17	58.33



LOADED
RATE BY
VARIOUS
POSITION

Position	Loaded Total Hourly Rate	Average Hourly Rate	Minimum Hourly Rate	Maximum Hourly Rate
Parks Worker	\$ 32.57	\$ 37.16	32.57	48.69
Code Enforcement	40.39	44.37	33.38	49.25
Utility Maintenance - Water	39.02	35.82	33.48	39.02
Construction Inspector	49.25	51.43	49.25	53.62
Municipal Maintenance - Streets	28.97	31.80	28.97	34.62
Utility Maintenance – Wastewater	35.18	46.54	35.18	69.29



THANK YOU!

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



City Council Coversheet
April 11, 2024
415 N. COLLEGE AVE.

Agenda Item: 10. (WORKSHOP)

Title: Workshop and Discussion regarding Home Rule Charter Review.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

This is a Workshop discussion item and no action will be taken

Background:

During the February 8, 2024 Council Workshop, we discussed the status of obtaining an Application from the potential Charter Review Committee Members that were given to staff. Staff has reached out to all potential Members to get an application completed. As of April, 2024, we have received 5 applications and we are working to get application from the remaining folks..

Section 14.03 of the Charter states: Review of the Charter. A regular review of this Charter will begin no later than May 1, 2024, and at least every six (6) years thereafter. Additionally, Section 14.02 of the Charter speaks to the makeup of the Charter Committee: The City Council may appoint a Charter Review Commission, composed of nine (9) registered voters of the City of Justin, Texas, which shall not include any past or present member of the City Council.

During the March 14, 2024 Regular Council Meeting, Council approved an Agreement with The Elim Group for facilitation of the Charter Review Committee process as this is a best practice for municipalities. A facilitator will bring lessons learned from other City Charter review processes. They can provide guidance on effective strategies, potential pitfalls, and successful approaches to charter amendments, based on their experience and expertise.

As a reminder, any suggested changes and language will need to be approved and sent to Denton County no later than August 2024 in the event there is a desire to have any proposed changes on the ballot for a November 2024 election. The Charter Committee will need to assess any proposed changes and the timing of the election in their recommendation to Council, as the depth or amount of proposed changes may necessitate a May 2025 election, or splitting the changes between two separate elections.

Staff has asked each Councilmembers to provide their top 3 items they would like to reviewed and discussed during the April 11th Council Meeting. Based on this discussion, staff will compile this list and provide to the Review Committee.

City Attorney Review: No

Attachments:

None



City Council Coversheet
April 11, 2024
415 N. COLLEGE AVE.

Agenda Item: 11. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action upon Ordinance 777-24 on first reading to approve a mid-year budget amendment.

Department: Administration

Contact: Josh Armstrong, Finance Director

Recommendation:

Approve Ordinance 777-24 as presented.

Background:

This mid-year budget amendment includes salary adjustments for two current employees. The rate also includes their benefits and retirement. We are promoting Janet from Human Resources Generalist to Human Resources Director. We will be promoting Matt Cyr from Director of Development Services to Director of Development and Economic Development. Both staff members have been working well outside their current positions and we are excited for their growth opportunities here at the city. The budget amendment does not reflect the sales tax revenues that will offset this increase, but we anticipate those revenues will be higher than what was originally budgeted for.

City Attorney Review: No

Attachments:

1. FY23-24 Budget Amendment - April 2024

BUDGET AMENDMENT

FY 2023-2024

General Fund Amended Expenditures

ACCOUNT NUMBER		EXPENDITURE	FY 2023-2024 BUDGET	FY 2023-2024 BUDGET AMENDMENT	CHANGE
100-1500-616010	Salaries		738,198	760,743	22,545
100-1500-616030	Social Security		43,655	45,053	1,398
100-1500-616035	Medicare		10,210	10,537	327
100-1650-616040	Retirement		43,765	45,402	1,637
100-7410-616010	Salaries		458,474	474,895	16,421
100-7410-616030	Social Security		27,241	28,259	1,018
100-7410-616035	Medicare		6,371	6,609	238
100-7410-616040	Retirement		33,782	34,974	1,192
					44,775



City Council Coversheet
April 11, 2024
415 N. COLLEGE AVE.

Agenda Item: 12. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action approving Resolution 667-24 reaffirming the acceptance of the dedication of land and the existing structure in accordance with the approved developers agreement and filed warranty deed.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends approve as presented.

Background:

On April 26, 2021, the City Council of the City of Justin, Texas ("City"), approved a Developers Agreement ("Agreement") with Justin 197 LLC detailing certain obligations and conditions for the development of The Preserve. The Agreement specifies conditions including, but not limited to, residential dwelling setbacks, parkland dedication, tree preservation, screening requirements, and the transfer of the Gaston House and the land to the City.

The Developer transferred the warranty deed on March 17, 2023, and ownership of the existing structure to the City, with specific conditions related to the City's retention or development of the property. The proposed resolution is to memorialize the acceptance of the land and the structure to remain with the City of Justin. Therefore, the 18-month shot clock, which was set to expire on September 17, 2024 is no longer valid.

City Attorney Review: No

Attachments:

1. 2021 Preserve DA
2. Proposed Resolution

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is executed among R&P Justin 198, LLC a Texas Limited Liability Company ("R&P"), herein referred to as the "**Owner**", which as used herein shall include the current owners of the Property (and their successors and permitted assigns), and the City of Justin, Texas, a general law city (the "**City**") (Owner and City being referred to individually as a "**Party**" and collectively as the "**Parties**"), to be effective on the Effective Date as defined in **Section 12.10**.

RECITALS

WHEREAS, Owner is the owner of approximately 196.712 acres of land (the "**Property**", as further defined herein) situated in the William Cable Survey, Abstract No 285, the Warren A. Ferris Survey, Abstract No. 419 Denton County, Texas described by metes and bounds on **Exhibit A** and shown on **Exhibit B**, which property is undeveloped; and

WHEREAS, Owner intends that the Property, be developed as a high-quality, master-planned, residential community with minimum 6,000 square feet lots; and

WHEREAS, this Agreement will be recorded in the deed records of the County (so as to bind Owner and all future owners of the Property or any portion thereof), and will provide regulatory certainty during the term of this Agreement; and

WHEREAS, the City Council has determined that Owner may develop the Property with retail water and sanitary sewer service to the Property, provided Owner constructs the necessary infrastructure, at Owner's expense as described herein; and

WHEREAS, the Parties intend that the City will be the sole retail provider of water and wastewater service to the Property; and

WHEREAS, Owner will construct or cause to be constructed the infrastructure and improvements to serve the Property and the City shall have and exercise jurisdiction over the development of the Property as set forth in this Agreement and the applicable laws regarding the design, construction, installation, and inspection of water, wastewater, drainage, roadway, and other public infrastructure to serve the Property and to be constructed by or on behalf of the City (collectively, the "**Public Infrastructure**"); and

WHEREAS, the City Council has determined that this Agreement and the development of the Property described herein comply in all respects with the City's Comprehensive Plan; and

WHEREAS, pursuant to existing Extraterritorial Jurisdiction of the City of Justin and Section 242.001 (a)(3) of the Texas Local Government Code, the City has exclusive jurisdiction over subdivision platting and all related permits for the Property; and

WHEREAS, at the City's request, Owner has agreed to petition the City to annex any portion of the Property not currently in the City limits as consideration for this Agreement; and

WHEREAS, development of the Property within the City's corporate limits will increase the City's tax base, expand the customer base for the City's retail businesses, and increase the City's population; and

WHEREAS, the City intends that the City Council shall approve an ordinance annexing the Property not later May 1, 2021; and

WHEREAS, the City recognizes the positive impact that the Public Infrastructure for the development contemplated herein will bring to the City and recognizes further that the development will promote state and local economic development; stimulate business and commercial activity in the municipality; advance the development and diversification of the economy of the state; advance development and expansion of commerce in the state; and contribute to the elimination of unemployment or underemployment in the state; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 et seq. of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I. **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Approved Plats means the final plats for areas within the Property that are approved, from time to time, by the City.

City means the City of Justin, a general law municipality located in Denton County, Texas.

City Manager means the current or acting City Manager of the City or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

Certificate of Convenience and Necessity (CCN) means the right to service water and sewer to the subject property.

City Council means the City Council of the City.

City Secretary means the City Secretary of the City.

Concept Plan means the Site Plan attached as **Exhibit C**

Effective Date has the meaning set forth in **Section 12.10**.

End Buyer means any owner, developer, tenant, user, or occupant of a Fully Developed and Improved Lot.

ETJ means extraterritorial jurisdiction.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the real property records of Denton County.

Governing Regulations has the meaning set forth in **Section 2.01**.

Mayor means the Mayor of the City.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Owner means R&P Justin 198, LLC, and its successors and/or assigns.

Plat Review Fees shall have the meaning set forth in **Section 4.01**.

Property means the 196.712 acres of undeveloped property located wholly in Denton County, Texas and described by metes and bounds as contained in **Exhibit A**.

Public Infrastructure means water, sewer, drainage, roadway or other facilities needed to serve the Property and to be constructed by or on behalf of the City.

Public Infrastructure Costs means the estimated costs of the Public Infrastructure, including design, engineering, construction staking, construction, and inspection costs.

Structure means every structure designed or intended for human occupancy and every accessory structure intended for human occupancy.

Subdivision Regulations shall have the meaning set forth in **Section 2.01(a)**.

TCEQ means the Texas Commission on Environmental Quality.

ARTICLE II.

DEVELOPMENT REGULATIONS

Section 2.01 **Governing Regulations.** The Property shall be developed as a single-family residential development. The Property will be developed with 6,000 square feet minimum lots with retail City water and sewer service. Development of the Property shall be governed solely by this Agreement and the following regulations (collectively, the "**Governing Regulations**"):

- (a) the City's Subdivision Regulations, consisting of Ordinance No. 662-19 effective January 14, 2019, as it may be amended from time to time, now codified in Chapter 9 of the Justin Code of Ordinances, and all other subdivision-related provisions of this Agreement (the "**Subdivision Regulations**") attached as **Exhibit D**, provided that to the extent that the Subdivision Regulations conflict with this Agreement, this Agreement shall control;
- (b) building, plumbing, electrical, mechanical, and fire codes adopted by the City and uniformly enforced within the City's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to the building, fire, electrical, plumbing, mechanical, or other applicable codes and ordinances of the City that are uniformly applicable to similarly situated development within the City's corporate boundaries (the "**Building Codes**");
- (c) development standards attached as **Exhibit E** (the "**Residential Development Standards**")
- (d) Street Standards in the Subdivision Regulations as modified by the provisions attached as **Exhibit F** (the "**Street Standards**");
- (e) water and sewer standards in the Subdivision Regulations as modified by the provisions attached as **Exhibit G** (the "**Water and Sewer Standards**");
- (f) miscellaneous development conditions attached as **Exhibit H** (the "**Miscellaneous Conditions**");
- (g) Drainage Standards in the City's Subdivision Regulations, Article 3.400 of the Code of Ordinances, and the Flood Damage Prevention Regulations (the "**Drainage Standards**"); and
- (h) Final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement (each an "**Approved Plat**").

Section 2.02 **Zoning.** In the event of any conflict between this Agreement and any zoning ordinance adopted by the City Council applicable to the Property, the provisions of this Agreement will prevail, except in the case of Owner-initiated zoning changes.

Section 2.03 **Conflicts.** In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement. In the event of any conflict between any provision of the Agreement and the Governing Regulations, the provision of the Agreement shall prevail.

ARTICLE III.
DEVELOPMENT PROCESS

Section 3.01 Jurisdiction. Based on the fact that the property lies within the Extraterritorial jurisdiction (ETJ) of the City of Justin, the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats for the Property and approval of plans for certain Public Infrastructure in accordance with this Agreement, and the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

Section 3.02 Plats and Plans Required. Subdivision of the Property shall require approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement.

(a) All Public Infrastructure constructed or caused to be constructed by Owner shall be designed and constructed in compliance with the Governing Regulations.

(b) Owner shall submit to the City plans and specifications for the Public Infrastructure prior to commencing construction. No construction shall commence until the related plans and specifications have been approved in writing by the City Engineer or designee.

(c) Preliminary and Final Plats shall be reviewed and processed in accordance with State law deadlines and in compliance with City subdivision requirements and specifications for a complete Plat application for processing. Construction plans and plats shall comply with standards as set forth in Subdivision Ordinance, Chapter as adopted.

Section 3.03 Bonds, Insurance and Inspection of Public Infrastructure. When the plans and specifications have been approved and before any permit is issued for construction of Public Infrastructure on the Property, Owner shall submit to the City a Maintenance Bond(s), in a form acceptable to the City, in the sum of one-hundred per cent (100%) of the total contract price for construction of such infrastructure and conditioned that the contractor will repair or replace all defects due to faulty material and/or workmanship that appear within two years from the date of final approval by the City. During construction activities, Owner shall procure and maintain in force public liability and property damage insurance with limits at least equal to the maximum amount of the City's statutory liability under Chapter 101 of the Civil Practice and Remedies Code, and with the City of Justin, its officers, employees, and agents listed as additional insured. All Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations at Owner's cost by a City employee.

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Section 3.04 Building Permits; Inspection of Structures.

(d) Owner shall not construct, or allow to be constructed, on the portion of the Property owned by such Owner, a Structure until a permit is issued by the City certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards (a "Building Permit").

(e) At the City's option, Building Permits may be issued by a City employee or a third party contractor retained by the City.

(f) Each Structure shall be inspected for compliance with the Building Permit issued for the Structure and the applicable plans and specifications, Codes and ordinances. At the City's option, inspections may be performed by a City employee or by a third party contractor retained by the City.

Section 3.05. Indemnity Provisions. Owner shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants and employees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and / or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Owner, its officers, agents, consultants and employees arising out of or in connection with this Agreement, and Owner will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants and employees in both their public and private capacities, from any and all such claims and demands; provided, City shall assert all defenses and immunities available to the City and such indemnity shall extend only to the extent the City has personal liability. Also, Owner agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants and employees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorneys' fees for injury to or death of any person or for any damage to any property arising out of the construction under this Agreement on or near the Subject property; provided, City shall assert all defenses and immunities available to the City and such indemnity shall extend only to the extent the City has personal liability. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of Owner or any of their officers, officials, agents, consultants and employees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's negligence. The provisions above in this Section 3.05 shall apply only to errors, omissions, and acts occurring during the construction of the Public Infrastructure and not afterwards. Indemnity shall expire upon completion of construction and acceptance of improvements by the City. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law.

Section 3.06. Indemnity Against Design Defects. Approval of the City Engineer or other City employee, official, consultant, or officer of any plans, designs or specifications submitted by the Owner under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, their engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed.

Section 3.07. Approval of Plans. Owner and City agree that approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the City nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

Section 3.08 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights except as follows:

(a) The City waives its governmental immunity from suit and immunity from liability solely as to any action brought by a party to pursue the remedies available under this Agreement, and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities other than a party to this Agreement.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

(c) Furthermore, the Owner and City agree that there are no third party beneficiaries to this Agreement.

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ARTICLE IV. DEVELOPMENT FEES

Section 4.01 Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable and customary fees and charges applicable to the City's preliminary and final plat review and approval process (the "Plat Review Fees"). The fee schedule uniformly applicable to development within the corporate limits of the City at the rate in effect on the Effective Date of this Agreement shall be applicable to the Property.

Section 4.02 Plan Review Fees. Development of the Property shall be subject to payment to the City of the reasonable and customary fees and charges applicable to the City's review of plans and specifications for Public Infrastructure (the "Plan Review Fees"). The fee schedule uniformly applicable to development within the corporate limits of the City at the rate in effect on the Effective Date of this Agreement shall be applicable to the Property.

Section 4.03 Impact Fees. Development of the Property shall be subject to payment to the City of reasonable and customary fees and charges as outlined in the current Impact Fee Tables. For each single-family residence or equivalent constructed on the Property, the Builder shall pay, at the rate in effect on the Effective Date of this Agreement, all water and sewer impact fees charged by the City in accordance with Chapter 395, Texas Local Government Code. Impact Fees shall be due and payable at the time of Building Permit issuance. If roadway fees are enacted Credit for monies spent and/or right of ways given for perimeter roadways in excess of residential street designation shall be refunded to Owner. Such Credit shall be in the form of a waiver of roadway impacts fees until the agreed upon value of all dedications and expenditures by the Owner is achieved.

Section 4.04 Park Land Dedication. Owner shall offer a combination of parkland and improvements for dedication in the final plat to the City. Park Land will be dedicated as designated on the Concept Plan, Exhibits C1-C3, and City shall waive the right to require fee in lieu of parkland dedication as described in the subdivision ordinance Section 4.12 E (1). Together with improvements to Parkland on Exhibit C-1 and C-3, this plan shall fulfill Owner's park dedication requirements under the Subdivision Ordinance. Parklands will be dedicated in accordance with the requirements of section 42-126 et. al of the City Subdivision Ordinance at the rate in effect on the Effective Date of this Agreement.

Section 4.05 Payment of Fees. Except for the fees set out above, no fees or charges of any kind shall be due and payable to the City in connection with the development of the Property so long as it remains in the extraterritorial jurisdiction of the City. When the Property is annexed into the City, Owner agrees to file an application for permanent zoning of the Property into a Planned Development as provided in the Comprehensive Zoning Ordinance and to pay the required fees for the zoning application, Plat Review Fees, and all other normal and customary fees of the City required for development of property in the City in effect at the time of such annexation.

Section 4.06 Early Plat Recording. Owner may record a Final Plat before the final public improvements are completed and accepted provided a performance bond or surety bond approved by the City is in place. The bond may be submitted for City approval, with the Owner's estimates of each unfinished item and its costs of completion (plus 20% contingency) upon completion of the roads, drainage ways, water and sewer lines.

ARTICLE V.
PUBLIC INFRASTRUCTURE; RETAIL & FRANCHISE UTILITY SERVICE

Section 5.01 Retail Water Service. Owner shall apply, at its sole cost, for abandonment of the Aqua Texas CCN for water service and request incorporation into the City of Justin water service area CCN. City shall reimburse Owner for all costs associated with the abandonment as a credit against Water Impact Fees. The costs will be capped at \$30,000 and will be determined by the actual amount divided by the current (at the time of execution of this document) Water Impact Fee rounded upward. As an example, if the final abandonment costs \$30,000 then the Preserve shall get Impact Fee relief for $\$30,000/\$3,554 = 8.4$ so 9 EDU's. City retail water service shall be extended to the Property or to the portions of the Property located within the City's water CCN service area and the rates for the water shall be at the City's generally applicable in-city rates. Extension of the services shall be at the sole expense of the Owner, but eligible for reimbursement of any oversizing costs by the City by a credit against the Impact Fees assessed against the residential platted lots. City acknowledges that it has sufficient existing supply and capacity for the development as approved (628 LDU's).

Section 5.02 Retail Sewer Service. Sanitary sewer service for the full development of the Property shall be provided by the City, provided that Owner constructs, at Owner's expense all on-site infrastructure determined by the City to be necessary to connect to the City's sewer system. Any onsite facilities that are oversized to serve other properties will be credited for Sewer Impact Fee waiver. The total Impact Fee waiver will be computed based on actual bid prices for construction plans. Impact Fees shall be capped at the amount effective at the time of execution of this DA. City acknowledges that it has sufficient treatment capacity for the development (the Preserve) as approved (628 LDU's). Computation of Sewer Impact Fee credits is addressed in Section 5.03.

Section 5.03 Additional Sewer Infrastructure. The City hereby agrees that in the event Regional Gravity Relief Mains are required to provide adequate Sewer Service to land other than the lots to be platted on the Property, the design, engineering, construction, installation and maintenance of said Gravity Relief Mains will be the sole responsibility and cost of the City. Off-site extension of the services shall be at the sole expense of the Owner, but eligible for reimbursement by the City by a credit against the Impact Fees assessed against the residential platted lots. The Impact fee credit shall be computed by the actual bid amount for (a) on-site – the difference between facilities to serve the Preserve and any necessary over-sizing, and (b) all off-site costs. These costs would be computed based on actual bids at the time of construction. Impact Fee amount is capped at the fee current at the time of Developer Agreement approval. The total is currently estimated as \$520,000 which would result in impact fee relief of $\$520,000/3,255 = 159.7$ or 160 EDU's.

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Section 5.04 Roadways.

- (a) Owner has previously conveyed Right of Way to the Texas Department of Transportation (TxDOT) for FM 407. Current Right of Way is 90', with desired final Right of Way of 130'. Owner will dedicate an additional 20' of Right of Way at the time of Platting adjacent to FM 407. This dedication represents the width necessary from the subject property to address the long term requirements of TxDOT. See **Exhibit F-1.5.**
- (b) Boss Range Road – Boss Range Road is being reclassified as a M4U Arterial Roadway – Owner will dedicate half of the 100' Right of Way and construct a half street section with curb to the second entrance into the project as shown on **Exhibit F-1. and Exhibit F-1.4.**
- (c) Interior Roadway Construction – On all interior roads in the subdivision ("Interior Roadway"), the City shall allow the Owner to dedicate fifty (50') foot wide right of way that shall be constructed at Owner's sole cost and expense in accordance with the City of Justin Technical Construction Standard Drawings (TCSS) Residential Urban Right-of-Way Street Section Detail, Page P-04. Roll-over curbs shall be allowed if desired by the Owner. See **Exhibit F-1.1.**
- (d) Internal Collector and Entry Streets – The "Internal Collector" road "Entry Streets" will be constructed generally as illustrated on **Exhibit F-1., Exhibit F-1.2 and Exhibit F-1.3.**

Section 5.05 Drainage. Owner shall construct drainage improvements on the Property in accordance with the effective City Drainage Standards.

Section 5.06 Dedication, Ownership and Maintenance of Public Infrastructure Owner shall dedicate by final plat the Public Infrastructure to the City.

Section 5.07 Oversized Infrastructure. The Public Infrastructure shall include but not be limited to, all water, wastewater, drainage facilities, storm water facilities, roadway infrastructure or other public infrastructure authorized by law necessary for, or for the service of and of benefit to, and located within the Property. Owner shall not be required to construct or fund, any oversizing of Public Infrastructure necessary to provide a benefit to land outside the Property or which exceeds the capacity needed to serve the Property, unless, at the completion of construction, the City pays the Owner in full the increased cost directly attributable to the oversizing requested by the City.

**ARTICLE VI.
OWNERSHIP.**

Section 6.01 Ownership; Maintenance and Operation. Early consultation with utility providers will be done in conjunction with the filing of preliminary plats or phased plats. All of the Public Infrastructure shall be owned by the City upon completion of construction, and dedication to and acceptance of them by the City. The Owner agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements for the Public Infrastructure to the City and the public. Upon inspection, approval, and acceptance of the Public Infrastructure or any portion thereof, the City shall maintain and operate such Public Infrastructure to service the Property. This responsibility comes after the 2 Yr. Maintenance Bond period and after acceptance of said public infrastructure systems and or facilities by the City of Justin.

Section 6.02 No Limitation on City's Rights as the Retail Water and Wastewater Provider. Nothing in this Article VI is intended to limit any right the City has under its water and/or wastewater CCN as the retail provider of water and wastewater service to the Property.

ARTICLE VII.

TERM OF AGREEMENT; TERMINATION

Section 7.01 The term of this Agreement shall be twenty (20) years after the Effective Date, unless extended by mutual agreement of Owner and the City (as extended, the "**Term**"). Upon expiration of the Term, the City shall have no obligations under this Agreement with the exception of the maintenance and operation of the Public Infrastructure.

Section 7.02 Termination of Agreement. This Agreement may be terminated as to all of the Property (a) at any time by mutual written consent of the City and Owner (b) or for any uncured default in performance of the terms and conditions of this Agreement in accordance with Article IX

ARTICLE VIII.

ANNEXATION

Section 8.01 Annexation.

- (a) Owner shall, submit an application for Annexation to the City within 60 days of the Effective Date of the Development Agreement.
- (b) The City may not annex the Property until all of the City's prerequisite obligations hereof are satisfied with respect to the Property. The City shall follow the annexation process set out in Section 43.061, et seq., of the Texas Local Government Code.

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ARTICLE IX.
EVENTS OF DEFAULT; REMEDIES

Section 9.01 Events of Default. No Party shall be in default under this Agreement until written notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

Section 9.02 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or
- (c) adversely affect or impair the current or future obligations of the City to provide water and sewer service service to any portion of the Property; or
- (d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (e) limit the Term.

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ARTICLE X.
ASSIGNMENT AND ENCUMBRANCE

Section 10.01 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned to such Assignee. A copy of each assignment shall be provided to the City. Provided that the Assignee assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement as to the Property or portion of the Property in question, the Owner will be released from any rights and obligations under this Agreement as to the portion of the Property involved in such assignment, effective upon receipt of a copy of the assignment by the City. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by consent to this Agreement by all lien holders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans, as of the Effective Date.

Section 10.02 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Owner.

Section 10.03 Encumbrance by Owner and Assignees. Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the City, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

Section 10.04 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

ARTICLE XI.

RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

Section 11.01 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the City as a condition to the City having notice of the assignment or having the assignment binding upon the City. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor Owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots. An End-Buyer shall not be considered an Owner. For purposes of this Agreement, the Parties agree: (a) the term "End-Buyer" means any tenant, user, occupant, or owner that is intended to be a final user, of a fully developed and improved lot and does not include a builder; (b) the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the County's real property records; and (c) the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations.

Section 11.02 Releases. From time to time upon written request of Owner, the Mayor and City Manager, or designee of their choice, shall execute, in recordable form, subject to approval as to form by the City Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.

Section 11.03 Estoppel Certificates. From time to time upon written request of Owner, the Mayor and the City Manager, or a designee of their choice, will execute a written estoppel certificate, subject to approval as to form by the City Attorney, identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement, except as expressly identified. The City is entitled to recover all of the City's out-of-pocket expense for gathering the information required to sign the estoppel certificate, including professional and consulting fees and related expenses, and such expense shall be paid prior to the City releasing the estoppel certificate.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ARTICLE XII

ADDITIONAL PROVISIONS

Section 12.01 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 12.02 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by e-mail; (b) two days after deposit with an overnight private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as set forth in Exhibit H:

Section 12.03 EFFECTIVE DATE. THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. OWNER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER SET OUT IN THIS AGREEMENT CONSTITUTES A "TAKING", AN ILLEGAL EXACTION, OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT OWNER MAY HAVE ARISING FROM ANY ACTION BY THE CITY AFTER THE EFFECTIVE DATE. THE CITY SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED, OR OTHERWISE PROPOSED BY OWNER.

Section 12.04 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individuals executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.171 et seq. of the Texas Local Government Code.

Section 12.05 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. Except as provided in Section 2.01(c) this Agreement shall not be modified or amended except in writing signed by the City, Owner, and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If it is determined by a judgment of a trial court with jurisdiction over the matter that any of the Property is not located within the City's ETJ, this Agreement shall remain in full force and effect with respect to the remainder of the Property unless Owner elects to terminate the Agreement pursuant to Article VII.

Section 12.06 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be Denton County.

Section 12.07 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 12.08 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End-Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

Section 12.09 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Party(ies).

ATTEST:

Brittany Andrews

City Secretary

CITY OF JUSTIN

By: Elizabeth Woodall

Name: Elizabeth Woodall

Title: Mayor

STATE OF TEXAS

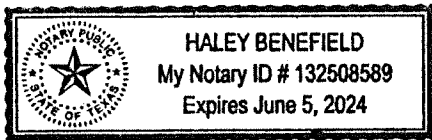
§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me, on the ____ day of _____, 2021, by
Elizabeth Woodall, Mayor of the City of Justin on behalf of the City.



Haley Benefield
Notary Public, State of Texas

Printed Name: Haley Benefield

My Commission Expires: 6/5/2024

R&P Justin 198, LLC

By: D. Matthew Goodwin

Name: D. Matthew Goodwin

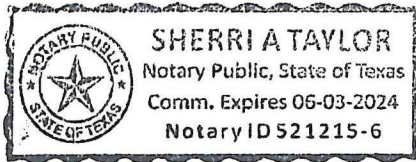
Title: Managing Partner

STATE OF TEXAS

COUNTY OF Tarrant

§
§
§

This instrument was acknowledged before me on this 12th day of July, 2021,
by D. Matthew Goodwin, Managing Partner of R&P Justin 198, LLC, a Texas limited liability company.



Sherri A. Taylor

Notary Public

Printed Name: Sherri A. Taylor

My Commission Expires: 6/3/2024

Exhibit A

Legal Description

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 200 acre tract described as Tract 2 in a deed to Margaret Turner DiNapoli, Sally Carolyn Turner Box, and Tommie R. Turner recorded in Volume 4522, Page 2063 (as to 1/3 interest), a deed to Margaret E. Turner, as Trustee of the ME Turner Revocable Trust recorded in Document No. 2019-16134 (as to 1/3 interest), a deed to 3 T's Partners Justin, LLC recorded in Document No. 2019-58550 (as to 1/3 interest), of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the Northeast corner of a called 206.497 acre tract described in a deed to CNR Tally/Trail Creek Acres recorded in Document No. 2009-136383 (DRDCT), being in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), and being in the West line of said 200 acre tract, from which a 1/2" iron rod found (bent) bears North 00 deg. 08 min. 19 sec. West - 0.52 feet;

THENCE North 89 deg. 28 min. 55 sec. East departing said West line and continue along said South right-of-way line, a distance of 3,352.19 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" in the East line of said 200 acre tract, said point being in Boss Range Road;

THENCE South 00 deg. 08 min. 36 sec. East departing said South right-of-way line and continue along the East line of said 200 acre tract, at 313.62 feet pass a MAG nail found for the Northwest corner of Buddy Hardeman Addition, Phase 7 recorded in Document No. 2017-479 of the Plat Records of Denton County, Texas (PRDCT), at 800.08 feet pass a MAG nail found for the Southwest corner of Buddy Hardeman Addition, Phase 6 recorded in Document No. 2017-89 (PRDCT), same being the Northwest corner of Buddy Hardeman Addition, Phase 4 recorded in Document No. 2015-254 (PRDCT), at 1,249.63 feet pass a MAG nail found for the Southwest corner of said Buddy Hardeman Addition, Phase 4, continue a total distance of 2,557.42 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL", for the Southeast corner of said 200 acre tract 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. 2001-R0033323 (DRDCT), from which a MAG nail found bears North 89 deg. 31 min. 31 sec. East - 13.24 feet, and from which a railroad spike found (bent) bears South 00 deg. 08 min. 36 sec. East - 1,411.23 feet;

THENCE South 89 deg. 31 min. 31 sec. West along the South line of said 200 acre tract, at 21.93 feet pass a cross tie fence corner for the Northeast corner of a called 4.969 acre tract described in a deed to Marion Scott Mulkey, et ux recorded in Volume 2401, Page 476 (DRDCT), at 915.54 feet pass a 1/2 iron rod found for the Northwest corner of said 4.969 acre tract, same being the Northeast corner of a called 35.623 acre tract described in a deed to John G. Rust recorded in Volume 1361, Page 941 (DRDCT), at 1,490.31 feet pass a 1/2" iron rod found for the Northwest corner of said 35.623 acre tract, same being the Northeast corner of a called 36.622 acre tract described in a deed to Olen N. Range, et ux recorded in Volume 1356, Page 785 (DRDCT), continue a total distance of 3,352.38 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the Southwest corner of said 200 acre tract, the most northerly Northwest corner of a called 217.008 acre tract described in a deed to Olen Range recorded in Volume 670, Page 29 (DRDCT), and being in the East line of before mentioned 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 217.008 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 West line of said 200 acre tract and the East line of said 206.497 acre tract, a distance of 2,554.89 feet to the **POINT OF BEGINNING**, containing 8,568,786 square feet or 196.712 acres of land, more or less.

LEGAL DESCRIPTION
All that certain lot, block, or parcel of land, situated in a portion of the Wilcox Cable Survey, Abstract No. 783, the Wilcox A, Farm Survey, Abstract No. 419, Denton County, Texas, being part of the certain closed 200 acre tract described in block 7 of a deed to Margaret Turner Dinkins, Sally Turner, and John C. Turner recorded in Volume 4522, Page 2033 in 1/3 interest as to Margaret C. Turner, and as to John C. Turner, as tenants in common, recorded in Document No. 2018-14134 (all to 1/3 interest), a deed to 3/4 Partakers Tract, LLC recorded in Document No. 2018-58550 (all to 1/3 interest), of the Deed Records of Denton County, Texas (DRCCT) and being more completely described as follows, to-wit:

BEING of a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the Northeast corner of a c.1926 206.477 acre tract described in a deed to CNR Twp./Iron Creek Acres recorded in Document No. 2009-136383 (DEP CT), being in the South right-of-way line of farm-to-Market Highway No. 407 (30' right-of-way width), and being in the West line of said 200 acre tract, from which a 1/2" iron rod found (been) made North 00 deg. 08 min. 19 sec., West - 0.52 feet;

TRINCE North 89 deg. 21 min. 53 sec. East dipping East West line and continue along said South right-of-way line, a distance of 13,352.19 feet to a P.R. nail set with washer stamped "GOODWIN & MARSHALL" in the East line of said 700 acre tract, said point being in Ross Farms Road;

[illegible][illegible]

THENCE North 00 deg. 03 min. 19 sec. West along the West line of said 200 acre tract and the East line of said 206.477 acre tract, a distance of 2,534.83 feet to the POINT OF BEGINNING, containing 8,560.786 square feet or 194.712 acres of land, more or less.

SCHEDULE B
10.1. Escherment[s] and right[s] incidental thereto, as granted in a document
Granted to: Denton County Electric Cooperative, Inc.
Purpose: As provided in said document
Recording Date: December 1, 1958
Recording No: Volume 402, Page 373, Real Property Records

Attest: at Herein described
(SHOWN, PERTAINS TO ELECTRIC LINES WITHIN 2 FEET OF THE NORTH PROPERTY LINE AND LIVING WITHIN THE
WILLIAM CABLE SURVEY.)

10.g. Easement(s) and right incidental thereto, as granted in a document
 Granted to: Senior Refining Company
 Purpose: As provided in said document

Enclosing No.: Volume 342, Page 262, Real Property Records,
DeKalb County, Texas
Affects: as therein described
(THIS EASEMENT IS BLANKET IN NATURE AND ONLY PERTAINS TO THE PORTION OF THE PROPERTY THAT LIES
WITHIN THE WARRIOR A TRUST SURVEY.)

10. The Easement(s) and rights incidental thereto, as granted in a document
Granted to: Camiera Resources, Inc.
For the Purpose: As provided in said document

Recording Date: June 28, 2001
Recording No: Volume 4868, Page 4681, Real Property Records
Jenifer County, Texas
Affect: as herein described

10). Lease for coal, lignite, oil, gas or other minerals (together with right) incidental thereto, dated January 1, 2000, by and between Monarch (Elizabeth O'Malley, as lessor, and Greg D. Brinkley, as lessee).

recorded February 2, 2000 at Volume 418, Page 1822 of the Official Records of DeKalb County, Georgia. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
(THIS PROPERTY DESCRIBED IN THIS DOCUMENT IS NOT A PART OF THIS SILENCE.)

(12) Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated January 3, 2000, by and between Roman Run, Inc., as Lessor, and Greg D. Brubaker, as Lessee, recorded February 2, 2000 at Volume 4116, Page 1832 of the Oil/Gas Records of Denton County, Texas. Refers to which instrument is here made for particular. No further search of file has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

10.1. Lease for coal, lignite, oil, gas or other minerals, together with rights incidental thereto, dated January 3, 2000, by and between Sally Carolyn Fox, aka Sally Fox, Lessee, and Greg D. Binkley, as Lessor, recorded February 2, 2000 in Volume 4518, Page 1637 of the Official Records of Denali County, Alaska. Reference to which instrument is made made for particular. No further search of title has been made as to the interest(s) evidenced by the instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

1. Drawings are based on Texas State Plane Coordinate System, North Central zone (4302). The National Aeronautics and Space Administration (NASA) provides the National Aeronautics and Space Administration (NASA) datum of 1983 derived from GPS observation. The coordinate scale factor for this datum is 0.999999993. This factor is to be applied to any ground coordinate or distance value in order to reduce said values to State Plane grid.

3. All 1/2" iron rod set with yellow plastic cap stamped "Goodwin & Marshall" unless otherwise noted.

4. This survey does not constitute a title search by surveyor. All information regarding record encumbrances, adoptions, and other documents which might affect the quality of title to tract shown herein was gained from a title commitment by Commonwealth and Title Insurance Company, Commitment No. 270028000129 with an effective date of May 3, 2021 and issued May 15, 2020.

5. This ALFA/NSPS Land Use Survey was prepared specifically for the use of the parties named in the certification and their representatives. Use of this survey is not allowed by others unless expressly permitted in writing in advance by Goodwin and Marshall, Inc. Goodwin and Marshall, Inc. shall have no liability for any unauthorized use of this information without their written consent.

6. The word "CERTIFY" or "CERTIFICATE" is an expression of professional opinion regarding the facts of the survey and does not constitute a guarantee, express or implied.

7. Ownership information shown hereon was obtained from the Benton County Central Appraisal District's website and may be inaccurate or out-of-date.

9. Relative to AIA/ANSI Table "A" Item No. 11, Texas 811 was contacted to mark underground utilities. Utility locate requests may have been ignored or incomplete. Locating excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Only visible evidence is shown on the survey. At the request of the client, utility plans were obtained and are attached.

10. Relative to ALTA/NSPS Table "A" Item No. 16, the Surveyor did not notice any recent earth moving work, building construction, or building additions at the time of survey.

11. Relative to ALJANIS table "A" item No. 17, the Surveyor has no knowledge of right-of-way changes.

12. Relative to ALTA/NSPS Table "A" Item No. 18, no observed markers of wetland delineation were found on the subject tract at time of survey.

TO: Commonwealth Land Title Insurance Company
R&P Justin 198 LLC, a Texas limited liability company
Margaret E. Turner, or Trustee of the ME Turner Revocable Trust

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2018 minimum standard detail requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 3, 4, 8, 11 (visible utilities only), 13, 16, 17, 18, and 20 of Table A thereof. The field work was completed on June 5, 2020.

John N. Rogers
Registered Professional Land Survey No. 6372
Goodwin & Marshall, Inc.
2405 Mustang Drive
Grapevine, Texas 76051
Metro (817) 329-4373
TRPLS Firm No. 10021200

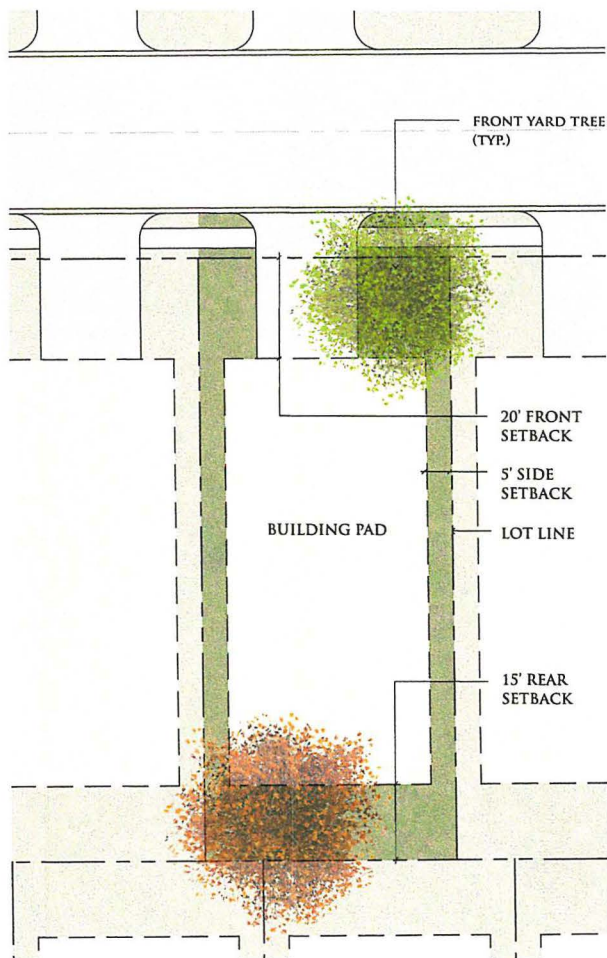
PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
6/11/2020 12:36 P.M.

PREPARED BY:
**GOODWIN &
MARSHALL, INC.**
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
(817) 328 - 4373
TYPE REGISTRATION # F-254
TOM E. A. HARRIS

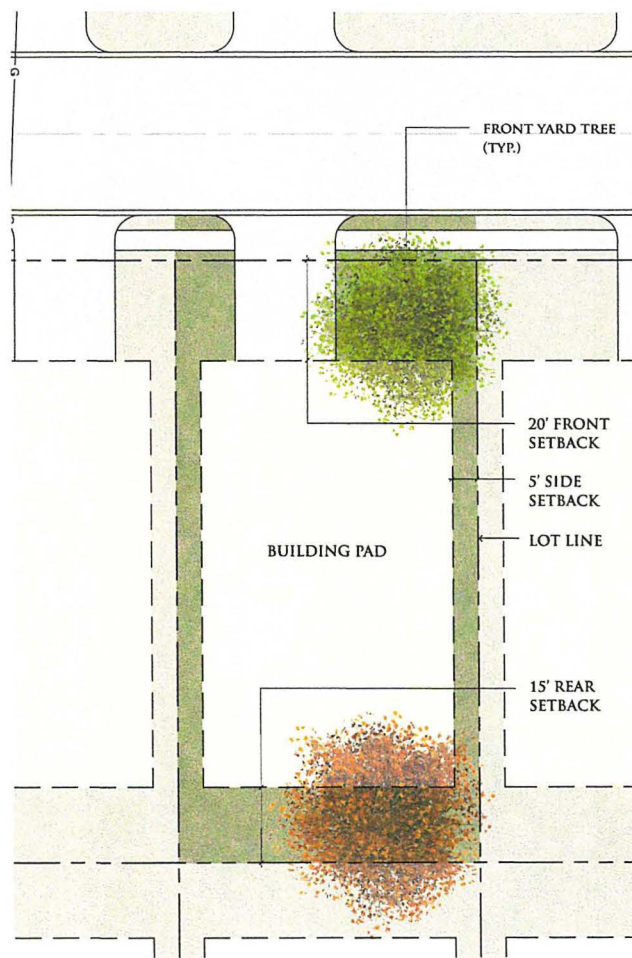
ALTA/NSPS LAND TITLE SURVEY
OF
196.712 ACRES
SITUATED IN THE
WILLIAM CABLE SURVEY, ABSTRACT No. 285
WARREN A. FERRIS SURVEY, ABSTRACT No. 419
DENTON COUNTY, TEXAS



TYPICAL 50' X 120' LOT



TYPICAL 60' X 120' LOT



TYPICAL 70' X 120' LOT

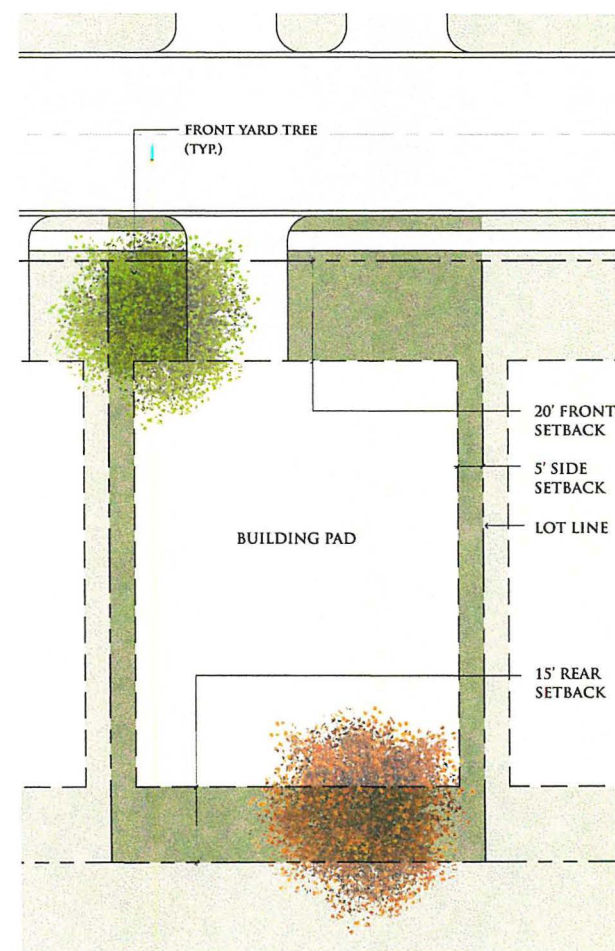
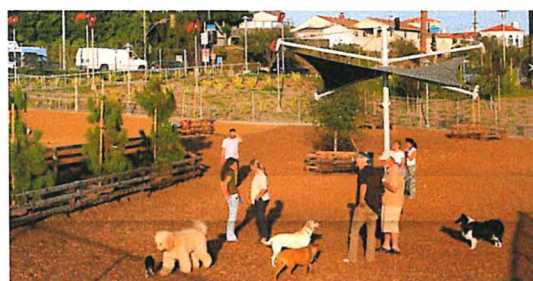


EXHIBIT C
ZONING CHANGE
REQUEST SF-2 PD

GOODWIN &
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEY
FORT WORTH - FORT WORTH - DALLAS



JUNE 2021



* IMAGES SHOWN ARE POTENTIAL PARK FEATURES. EACH NEIGHBORHOOD PARK WILL VARY IN FEATURES.

GOODWIN
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
FORT WORTH - HOUSTON - WICHITA - DALLAS

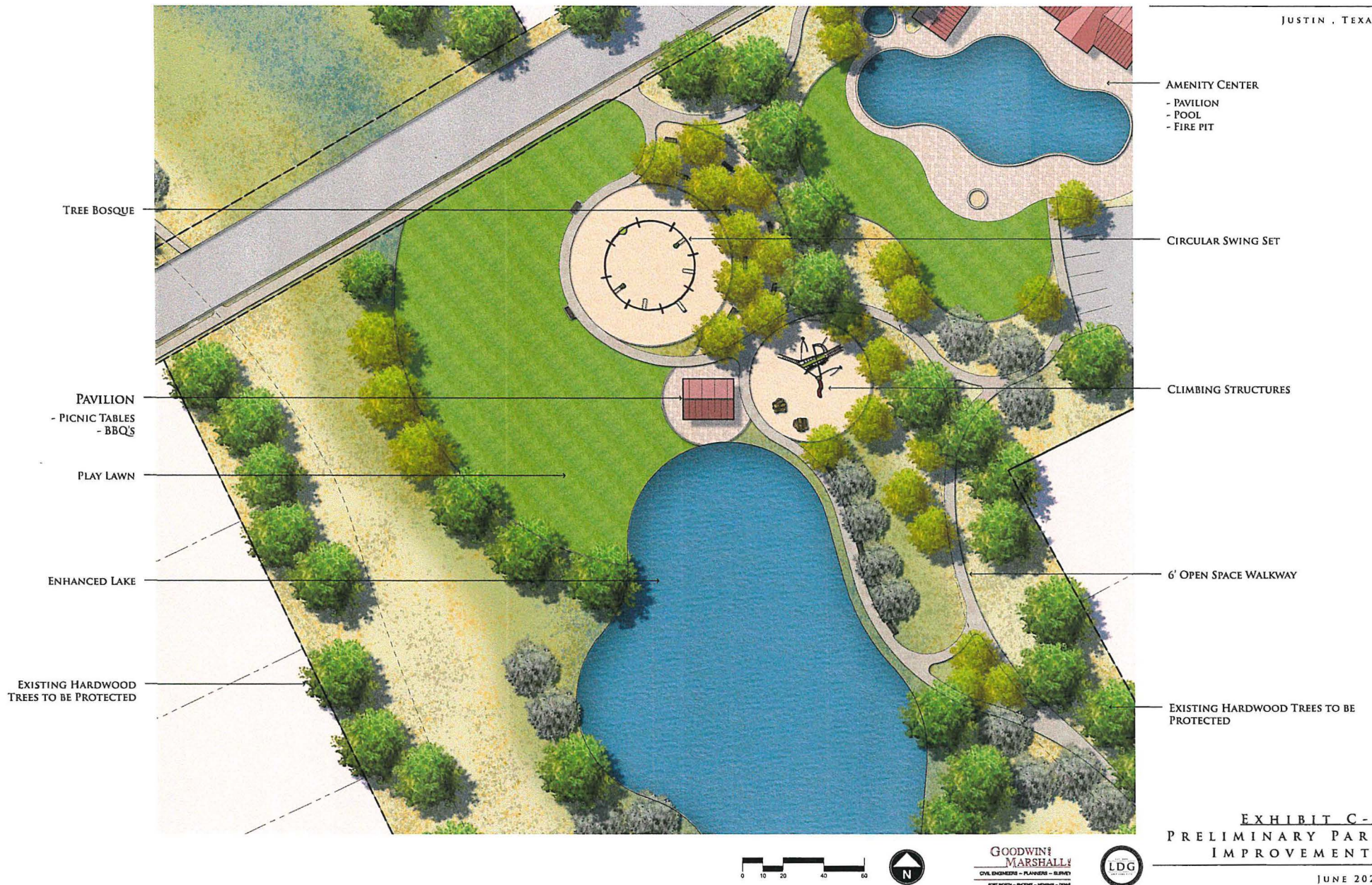


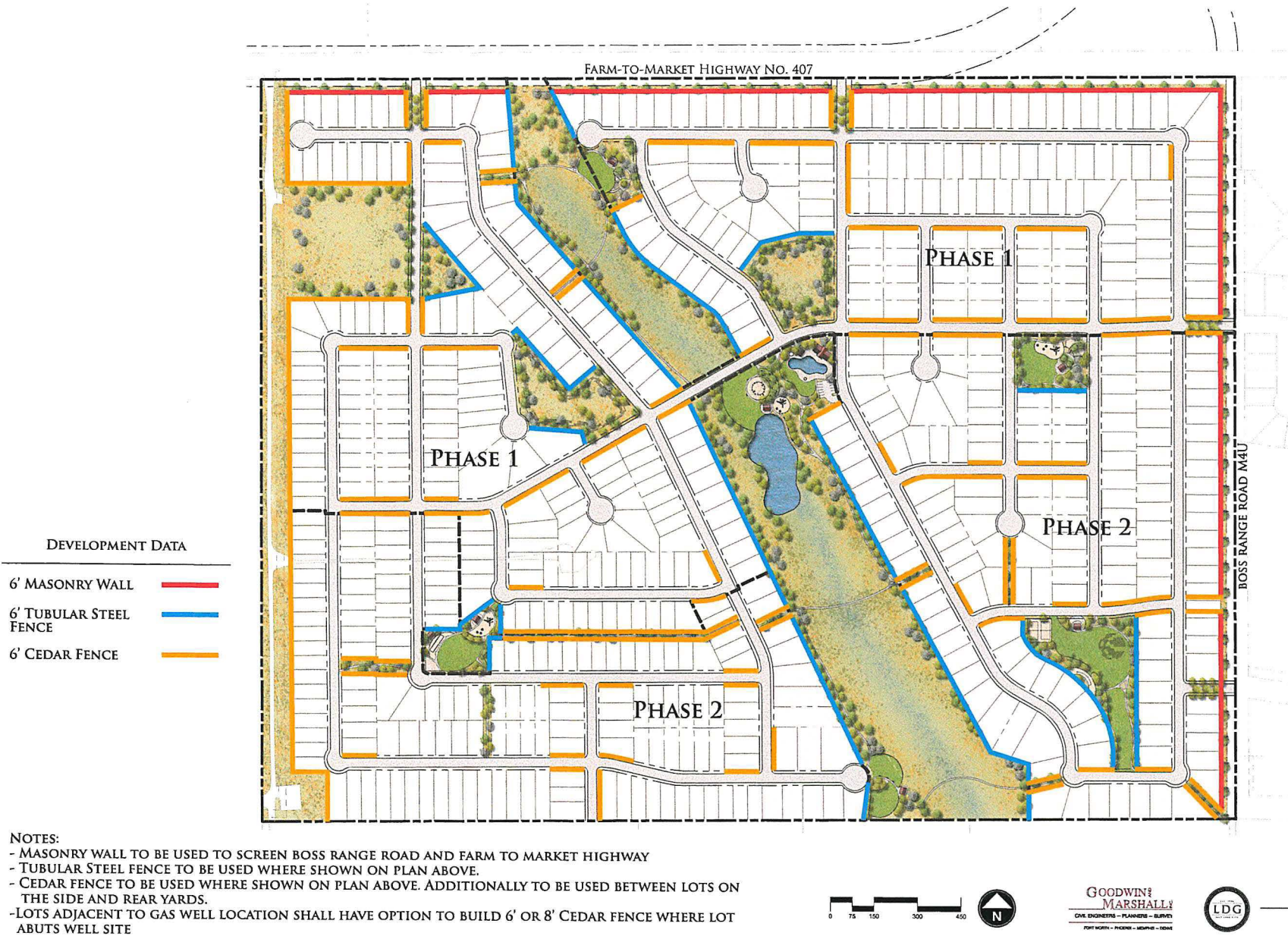
EXHIBIT C-2
NEIGHBORHOOD PARKS
FEATURES

JUNE 2021

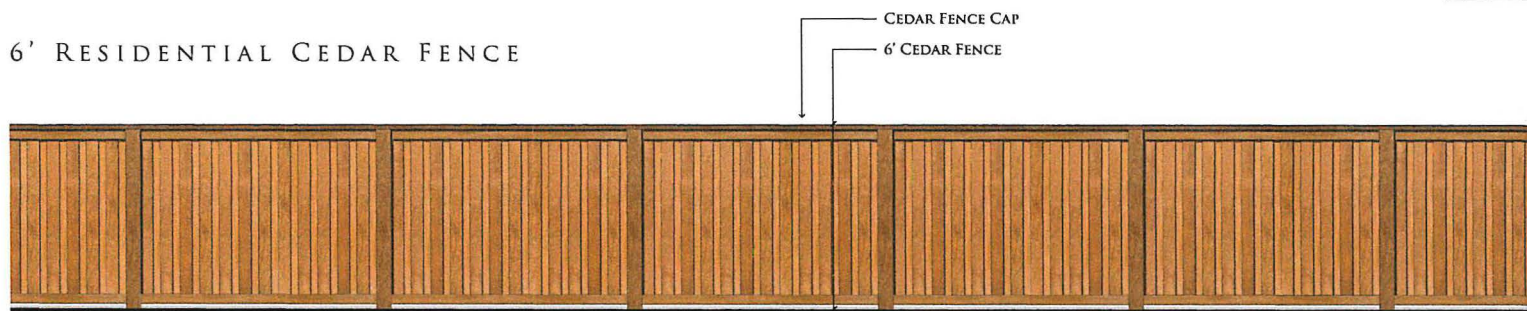
THE PRESERVE

JUSTIN, TEXAS

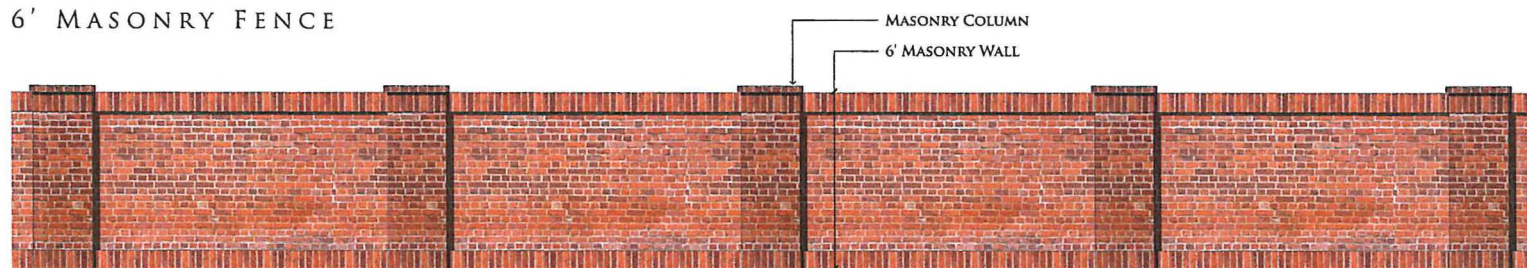




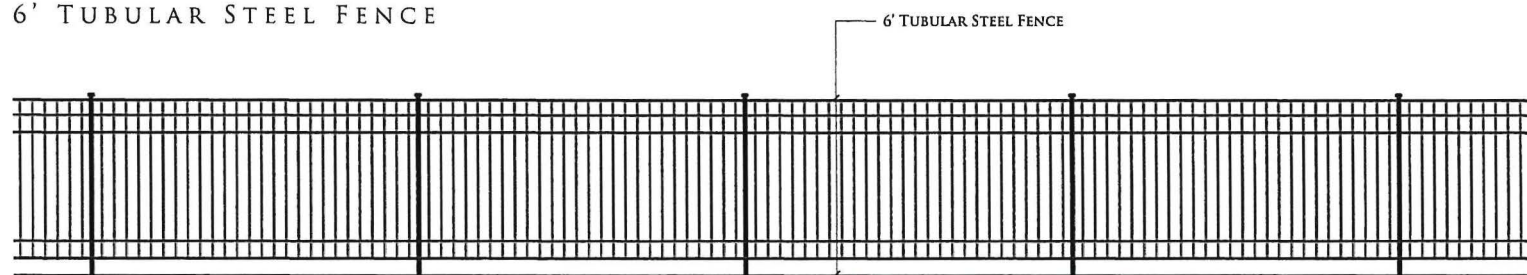
6' RESIDENTIAL CEDAR FENCE



6' MASONRY FENCE



6' TUBULAR STEEL FENCE



NOTES:

- ALL RESIDENTIAL FENCING SHALL MEET THE FOLLOWING CRITERIA:

1. ALL FENCES THAT FACE A STREET SHALL BE CEDAR, STAINED MEDIUM BROWN WITH A CAP
2. 6' INTERIOR COMMON FENCES/PROPERTY LINES WILL HAVE NO LIMITATIONS



GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNING - SURVEY
FORT WORTH - FORT WORTH - DALLAS - DALLAS



EXHIBIT D-2
OPEN SPACE TRAIL
LOCATION

JUNE 2021

Section 12.10 Effective Date.

This Agreement will become effective on the later to occur of:

(a) approval and authorization of this Agreement by majority vote of a quorum of the Justin City Council following the fulfillment of all notice and public meeting requirements of Texas law; and

(b) execution by Owner or Owner's duly authorized representative. If this Agreement is not signed by both Parties by December 31, 2021 it will be of no force and effect unless reapproved by the City Council.

Section 12.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 12.12 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Section 12.13 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Property Display (ALTA Survey)
Exhibit C-1	Concept Plan
Exhibit C-2	Neighborhood Parks Features
Exhibit C-3	Preliminary Park Improvements
Exhibit C-4	Fencing Plan
Exhibit C-5	Fencing Details
Exhibit C-6	Typical Lot Layouts and Tree Placement
Exhibit C-7	Open Space Trail Location
Exhibit D	Subdivision Regulations
Exhibit E	Residential Development Standards
Exhibit F	Street Standards
Exhibit F-1 – F-1.5	Street Sections
Exhibit G	Water and Sewer Standards
Exhibit G-1	Water and Sewer Display
Exhibit H	Miscellaneous Conditions
Exhibit I	City of Justin Thoroughfare and Future Land Use Plan

EXHIBIT D

SUBDIVISION REGULATIONS

The subdivision Regulations of the City of Justin shall apply to the development of the Property, except as modified as follows:

- 1) Waterlines 12" and smaller may be tapped for residential water service, subject to conformance with City TCSS Manual specifications and standards and as may be approved by City Engineer and Public Works Director. Bullhead tees are not acceptable for residential water services.
- 2) Residential streets shall be constructed of concrete payment sections as required by City TCSS Manual specifications and standards.
- 3) Rollover curbs are allowed if approved by City Engineer and Public Works Director prior to construction and are used where storm drainage conditions are within recommendations of a private engineer's hydrologic analysis.
- 4) Preliminary Plat designs shall maximize a reduction of street lengths within each neighborhood or phase of development with increase of pedestrian pathway connections to planned pocket, traditional and more regional facilities, pursuant to approved project Concept Plan contained in the Developer Agreement.
- 5) All street lighting and signage shall be per City Code Sec 42-122 as indicated below

Sec. 42-122.- Street lights.

All streetlights shall be designed and constructed in accordance with the requirements of this chapter, and the city's Technical Construction Standards and Specifications (TCSS). A street lighting plan shall be required by the city as a part of the pre-application submittal process and if required, shall be filed prior to the development review committee (DRC) comment and plat application deadline.

Exhibit E

Residential Development Standards

General Conditions

The Preserve residential lot sizes shall have an overall average lot size minimum of 6,800 square feet. Preserve shall be designated as a Single Family Planned Development Residential- 6800 Zoning District or that that staff feels allows the project Concept Plan contained as a part of this DA. Average lot size minimum refers to entire project and not applicable to individual phases.

The Preserve shall be annexed with a zoning designation of SF-LL Single Family Large Lot and shall request a zone change immediately after completion of annexation which is anticipated no later than April 30, 2021.

The Preserve residential development, if done in phases shall comply with City requirements and standards (as amended, if applicable by this document) for parklands, trails, tree preservation and open space locations. Development amenities, such as recreation centers, pools, open space corridors and all pedestrian connection corridors, shall be developed and provided in each Phase or Phased Plat in accordance with City Park Plan plus City requirements and specifications for specific site development.

The Preserve shall provide perimeter, residential and open space fencing in accordance with Exhibit C – 4 & 5 – Fencing Detail plans.

The Preserve shall designate and identify, by each plat, all public and private parklands, trails and open spaces by separate lot numbering. All public and private facilities shall be developed within each phase or phased plat and shall provide a connecting pedestrian corridor to all neighborhoods within the Preserve and to a location that in the future will provide connection offsite to the City's Park Plan designated trail system.

TYPE AA@

Lot Area minimum - (square feet)	6,000
Lot Width minimum at the building line (feet)	50
Lot Width - Corner Lots (feet)	60
Lot Depth (Minimum - feet)	120*
Minimum Dwelling Size (square feet)	minimum 1,600 with no more than 25% less than 1,800
Front Yard minimum (feet)	20 (if porch is in front of structure minimum setback for porch is 8)
Side Yard minimum (feet)	5
Side Yard on Corner Lots (feet)	15
Rear Yard minimum (feet)	15
Lot Coverage maximum	60%
Main Structure maximum Height (feet)	40
Accessory Structure (maximum size)	No more than 250 square feet
Masonry Percentage Minimum: Front Facade and First Floor	100%
Masonry Percentage minimum	70%
Roof Pitch Maximum	6/12

*Lot Depth Minimum = 110' on cul-de-sacs and knuckles

TYPE AB@

Lot Area minimum - (square feet)	7,200
Lot Width minimum at the building line (feet)	60
Lot Width - Corner Lots (feet)	70
Lot Depth (Minimum - feet)	120*
Minimum Dwelling Size (square feet)	minimum 1,800 with no more than 25% less than 2,000
Front Yard minimum (feet)	20 (if porch is in front of structure minimum setback for porch is 8)
Side Yard minimum (feet)	5
Side Yard on Corner Lots (feet)	15
Rear Yard minimum (feet)	15
Lot Coverage maximum	60%
Main Structure maximum Height (feet)	40
Accessory Structure (maximum size)	No more than 250 square feet
Masonry Percentage Minimum: Front Facade and First Floor	100%
Masonry Percentage minimum	70%
Roof Pitch Maximum	6/12

*Lot Depth Minimum = 110' on cul-de-sacs and knuckles

TYPE AC@

Lot Area minimum - (square feet)	8,400
Lot Width minimum at the building line (feet)	70
Lot Width - Corner Lots (feet)	80
Lot Depth (Minimum - feet)	120*
Minimum Dwelling Size (square feet)	minimum 2,000 with no more than 25% less than 2,200
Front Yard minimum (feet)	20 (if porch is in front of structure minimum setback for porch is 8)
Side Yard minimum (feet)	5
Side Yard on Corner Lots (feet)	15
Rear Yard minimum (feet)	15
Lot Coverage maximum	60%
Main Structure maximum Height (feet)	40
Accessory Structure (maximum size)	No more than 250 square feet
Masonry Percentage Minimum: Front Facade and First Floor	100%
Masonry Percentage minimum	70%
Roof Pitch Maximum	6/12

*Lot Depth Minimum = 110' on cul-de-sacs and knuckles

Special Conditions

1. Three-tab roofing shall not be permitted.
2. No alleys shall be required and garage doors may face the street.
3. Owner shall install a 6' masonry wall where lots back up to FM 407.
4. Lots which back onto Parkland shall provide a minimum 4-foot high tubular steel, iron or metal fence of uniform design to be approved by the owner and installed by the homebuilder.
5. Single family homes shall be set back 150' from existing functioning wellheads. No residential structure shall constructed within 5' of an approved sealed wellhead (by the Texas Railroad Commission).
6. Well sites shall be screened with an eight foot (8') wooden fence.
7. Masonry to be defined as clay brick, natural stone, synthetic stone or stucco.
8. 100% masonry on front elevation exclusive of areas above the roof and other appropriate architectural elements. Chimney chase above the roof may be siding.
9. 70% masonry on side elevation.
10. 100% masonry on rear elevation (first floor only).
11. Boxed windows on all elevations may be siding.
12. 6:12 minimum roof pitch, except on porches and other appropriate architectural elements.
13. Full sod and sprinkler system.
14. Minimum two (2) trees three inches (3") in caliper. One (1) tree in front yard and one (1) tree in the back yard. One (1) additional tree in the front yard on corner lots.
15. Landscape beds with a combination of shrubs and ornamental trees planted across the entire front elevation.
16. Wood fencing to be six foot (6') with metal posts, stained to be determined however color shall be consistent throughout the community.
17. Mailboxes TBD.

Architectural Requirements

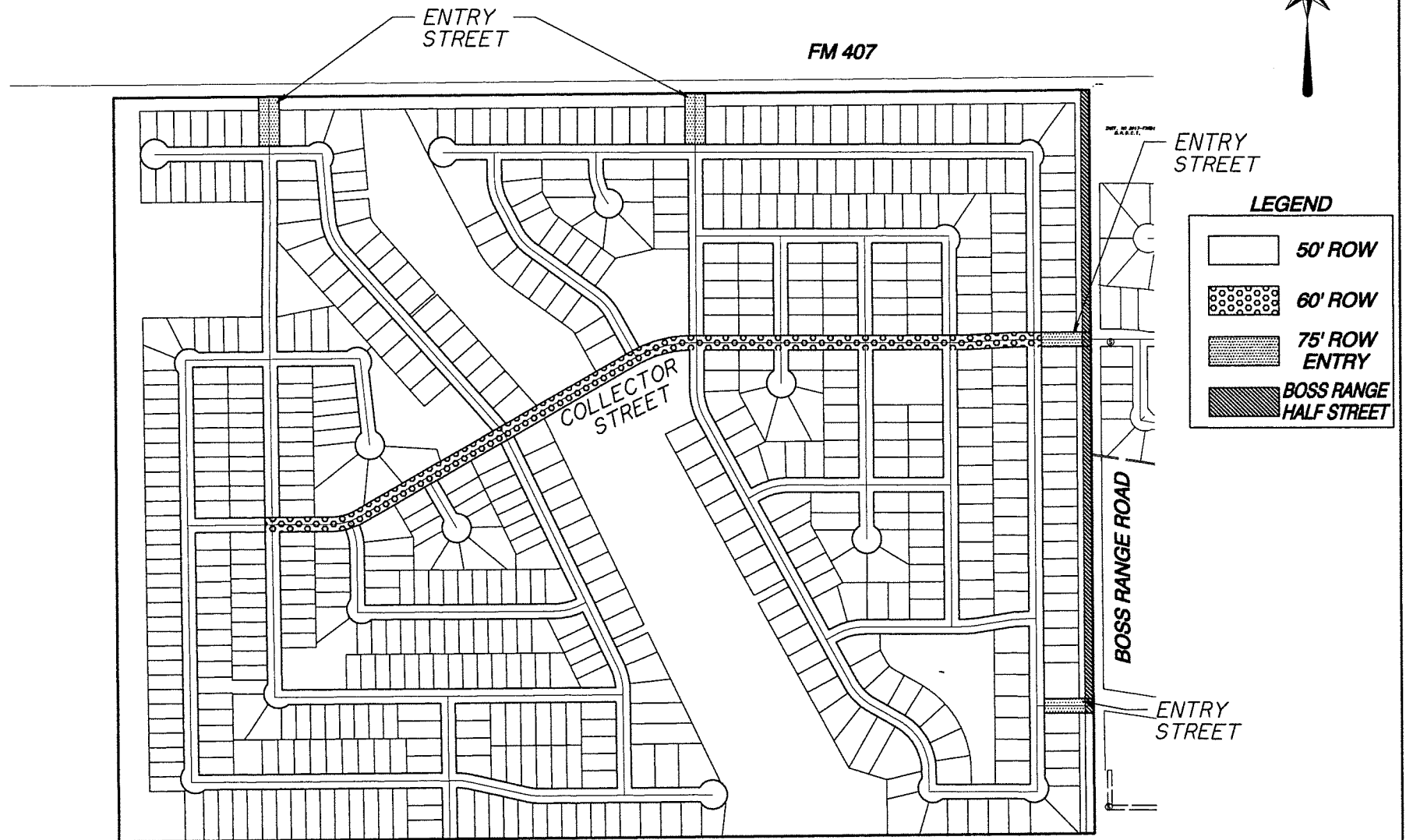
1. Masonry to be defined as clay brick, natural stone, synthetic stone or stucco.
2. A mix of masonry materials is encouraged on the front elevations.
3. Siding to be defined as fiber cement lap siding (HardiePlank or equal) to be installed in overlapping horizontal courses.
4. 100% masonry on the front elevation exclusive of areas above the roof and other appropriate architectural elements.
5. 75% masonry for the entire structure.
6. 8:12 minimum roof pitch.
7. Architectural dimensional shingles, Driftwood color or equal.
8. Full sod and sprinkler system.
9. Minimum two (2) trees, three inches (3") caliper. Three (3) trees on corner lot.
10. Landscape beds with a combination of shrubs and ornamental trees planted across the entire front elevation.
11. Fencing to be cedar, stained to be determined however color shall be consistent throughout the community.
12. Fencing that faces a street must be cedar, board on board with a cap.

EXHIBIT F

STREET STANDARDS

The subdivision Regulations of the City of Justin shall apply to the development of the Property, in accordance with the Thoroughfare and Future Land Use Plan of the City dated July 18, 2017, attached hereto as Exhibit I, except as modified as follows:

- 1) FM 407 - Current Right of Way is 90 feet. Recent TxDOT documentation requires 130' of Right of Way. The Preserve will dedicate the 20 feet of Right of Way that is its' responsibility. If deemed appropriate by the City, this dedication shall not be required in areas not planned for expansion of the roadway.
- 2) Boss Range Road - Based on discussions with Planning and Engineering staff and consultants, Boss Range Road is proposed to be a M4U collector and the proposed M4D on the Master Thoroughfare Plan is removed. The Preserve is in agreement with that proposal. Boss Range Road will be a 4 lane roadway within a 100' right of way. The Preserve will dedicate 50' of ROW and construct half street improvements to its southerly entrance, and the transition back to existing. This roadway configuration is intended to supersede the MTP in this area.
- 3) Street cross-sections for the Preserve are included in EXHIBIT F-1.



**THE PRESERVE STREET
SECTION EXHIBIT "F-1"**

[illegible]

50'-0" R.O.W.

31'-0" B-B

9'-6"

4'-0" SIDEWALK

2.00%

6" Pavement

2.00%

2.00%

4'-0" SIDEWALK

6" Lime Stabilized Subgrade

MOUNTABLE CURB (MONOLITHIC POUR)

MOUNTABLE CURB (MONOLITHIC POUR)

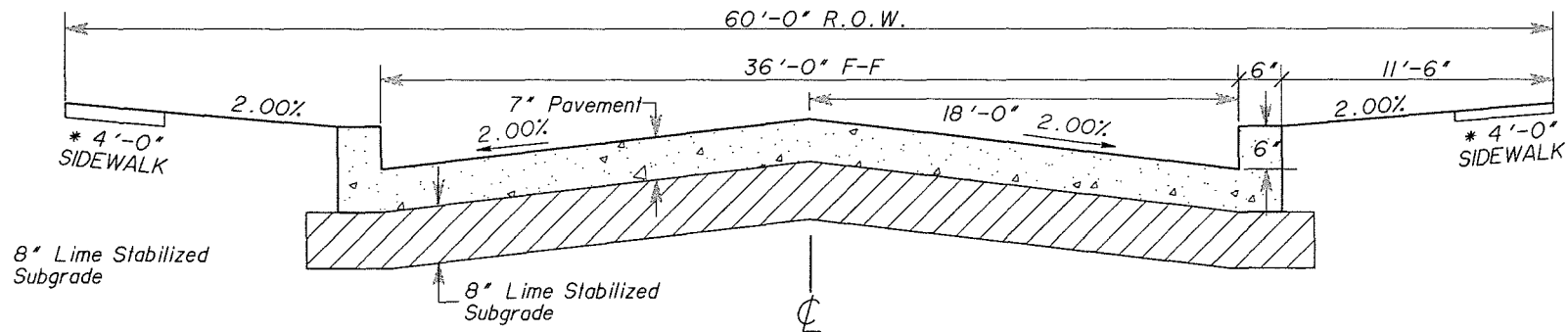
TYPICAL 50' ROW

THE PRESERVE STANDARD 50' R.O.W. - RESIDENTIAL STREET DETAILS

Page 191 of 250

NOTES:
 ALL CONCRETE PAVEMENT TO BE 3,600 PSI MIN.
 REINFORCEMENT SHALL BE NO. 3 BARS @ 18" O.C.B.W.
 LIME APPLICATION RATE AS DETERMINED BY LIME
 SERIES TEST BY GEOTECHNICAL ENGINEER.
 PAVEMENT SECTION SHALL BE CONSTRUCTED WITH
 A SLIP FORM AND MONOLITHIC CURB.

* THE 6' HIKE/BIKE TRAIL
 REPLACES THE 4' SIDEWALK
 IF TRAIL IS LOCATED ADJACENT
 TO OR WITHIN THE R.O.W.



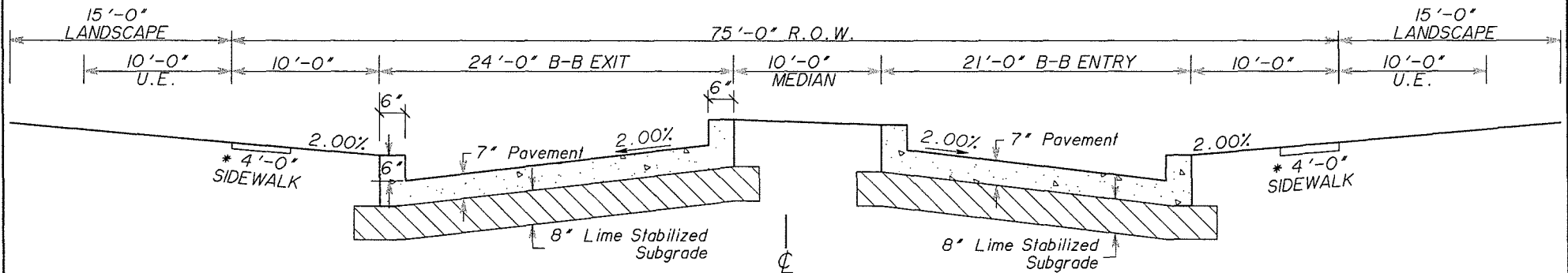
60' R.O.W. CROSS-SECTION

THE PRESERVE STANDARD 60' R.O.W. - COLLECTOR STREET DETAILS

NTS

EXHIBIT F-1.2

NOTES:
 ALL CONCRETE PAVEMENT TO BE 3,600 PSI MIN.
 REINFORCEMENT SHALL BE NO. 3 BARS @ 18" O.C.B.W.
 LIME APPLICATION RATE AS DETERMINED BY LIME
 SERIES TEST BY GEOTECHNICAL ENGINEER.
 PAVEMENT SECTION SHALL BE CONSTRUCTED WITH
 A SLIP FORM AND MONOLITHIC CURB.

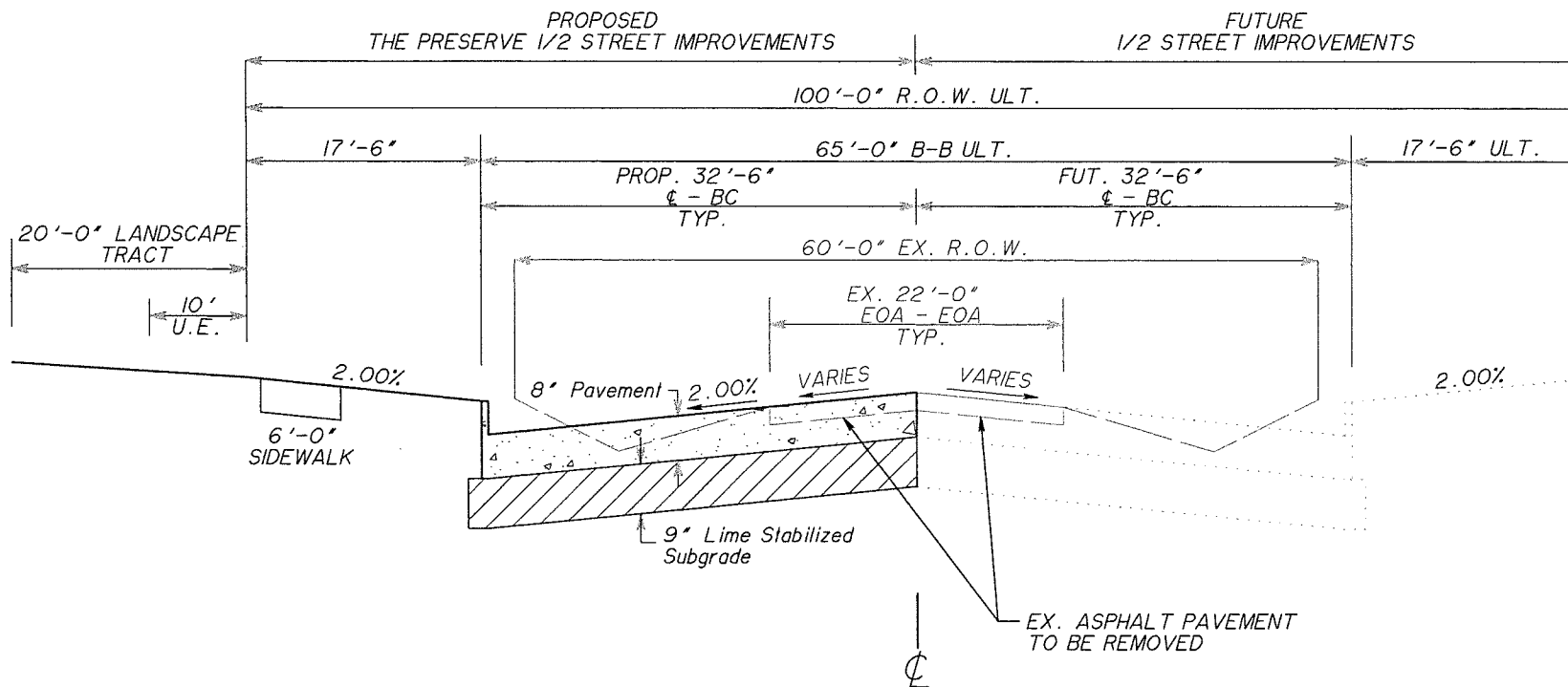


75' R.O.W. CROSS-SECTION

THE PRESERVE STANDARD 75' R.O.W. - ENTRY STREET DETAILS

NTS

EXHIBIT F-1.3



100' R.O.W. CROSS-SECTION

LOOKING NORTH

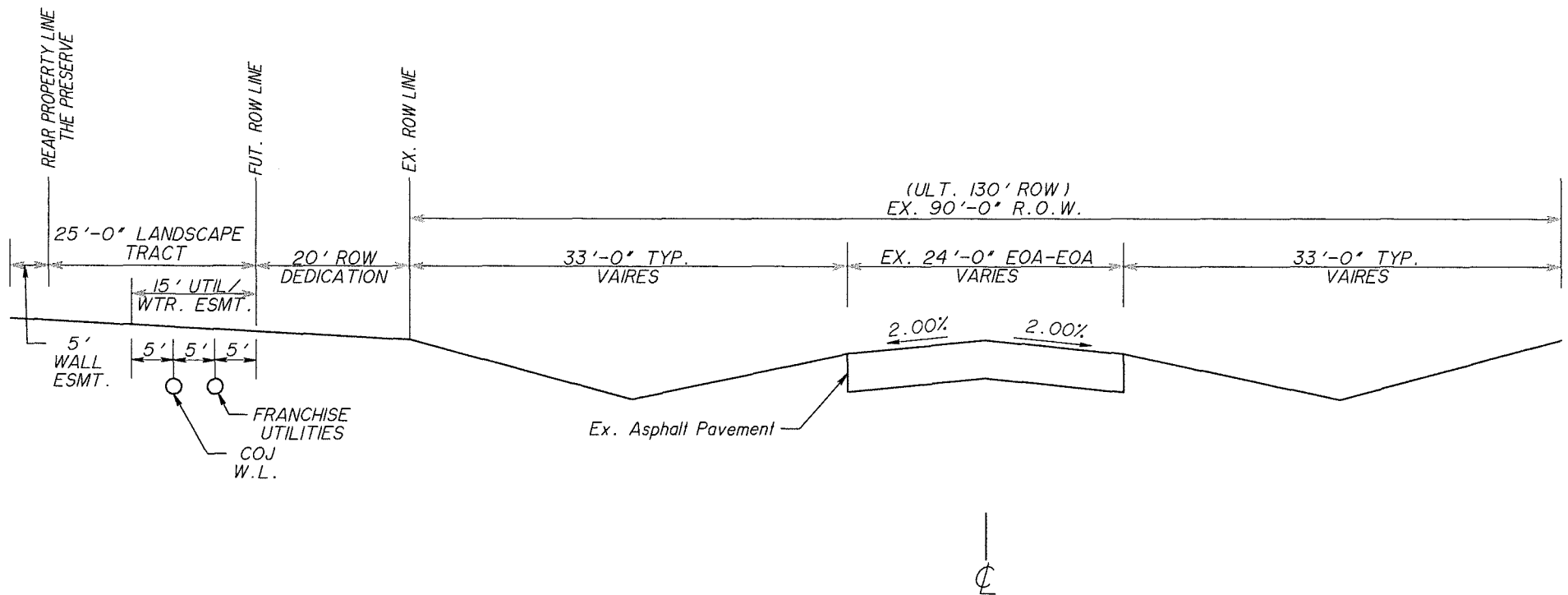
NOTES:
 ALL CONCRETE PAVEMENT TO BE 3,600 PSI MIN.
 REINFORCEMENT SHALL BE NO. 4 BARS @ 18" O.C.E.W.
 LIME APPLICATION RATE AS DETERMINED BY LIME
 SERIES TEST BY GEOTECHNICAL ENGINEER.
 PAVEMENT SECTION SHALL BE CONSTRUCTED WITH
 A SLIP FORM AND MONOLITHIC CURB.

THE PRESERVE STANDARD 100' R.O.W. - M4U BOSS RANGE ROAD STREET DETAILS

NTS

407 TO THE PRESERVE PHASE 2 ENTRY STREET

EXHIBIT F-1.4



EX. 90' R.O.W. (FUT. 130' ROW) CROSS-SECTION

LOOKING WEST

**FM 407 STANDARD
STREET DETAIL**

NTS

EXHIBIT F-1.5

EXHIBIT G

WATER AND SEWER STANDARDS

WATER

A 12" water line owned and operated by the City of Justin is currently being constructed along FM 407 to a the intersection of FM 407 and Leutty Avenue to the subject property. The 12" will be extended by others within FM 407 to the Northeastern property line of The Preserve. This will require a bore underneath FM 407. The Preserve is dedicating an easement adjacent to the south Right of Way of FM 407. The 12" facility will be extended through the property to the western limits of the site. The preserve will have two 8" connections to the FM407 water main and two 8" connections to the existing 8" in Boss Range Road.

SEWER

There is an existing 8" sanitary sewer immediately adjacent to the property on the east side of Boss Range Road. That sewer will be extended to the property to initially serve the development. There are also ongoing plans for a regional solution that extends a large sewer along the creek within the Preserve and offsite to the existing city lift station at FM 156. The Preserve will participate in this facility on a pro-rata basis.

EXHIBIT H

MISCELLANEOUS CONDITIONS

Gas Wells

All residential dwellings must be set back a minimum of 150 feet from existing wellheads and screened with an eight-foot (8') wood fence with steel vertical posts. Any wellhead that has been successfully sealed per Texas Railroad Commission standards shall not be closer than 5 feet (5') of any structure, nor within a City Right of Way.

Park Land

Developer shall offer park land for dedication to the City on the Final Plat in conformance with the Concept Plan. Concrete Hike and Bike trails shall be installed at a minimum width of 6 feet (6'). City Parkland dedication as identified on the Concept Plan shall be considered as meeting City Parkland dedication. No additional Park Fees shall be paid.

Tree Removal

Based on the extent of tree coverage saved by the land plan contained in the Concept Plan, no further tree mitigation shall be required.

Screening

Developer shall install a 6 foot (6') high masonry wall adjacent to FM 407 and Boss Range Road. Lots that back onto parkland shall provide a decorative iron fence of uniform design.

Existing Structure

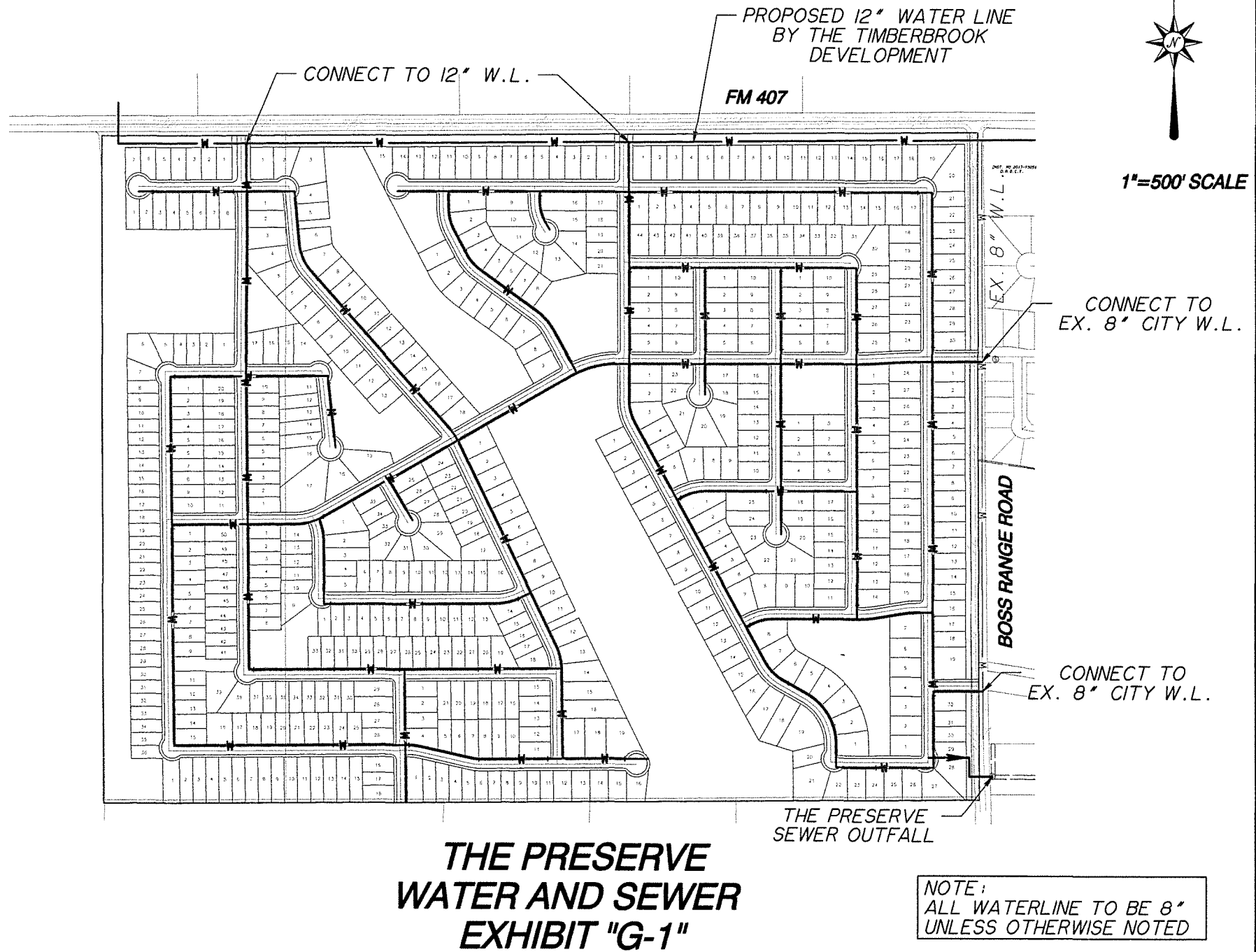
Developer will transfer ownership of the existing structure to the City. IF, at the City's sole option and discretion, the City elects to retain ownership after 18 months, Developer will be entitled to a credit or reimbursement of impact fees up to \$150,000. IF the City is unable to develop the property at the end of 18 months the property will be transferred to the Developer and no related impact fees will be reimbursed. Developer agrees to assist in maintaining grounds of the property.

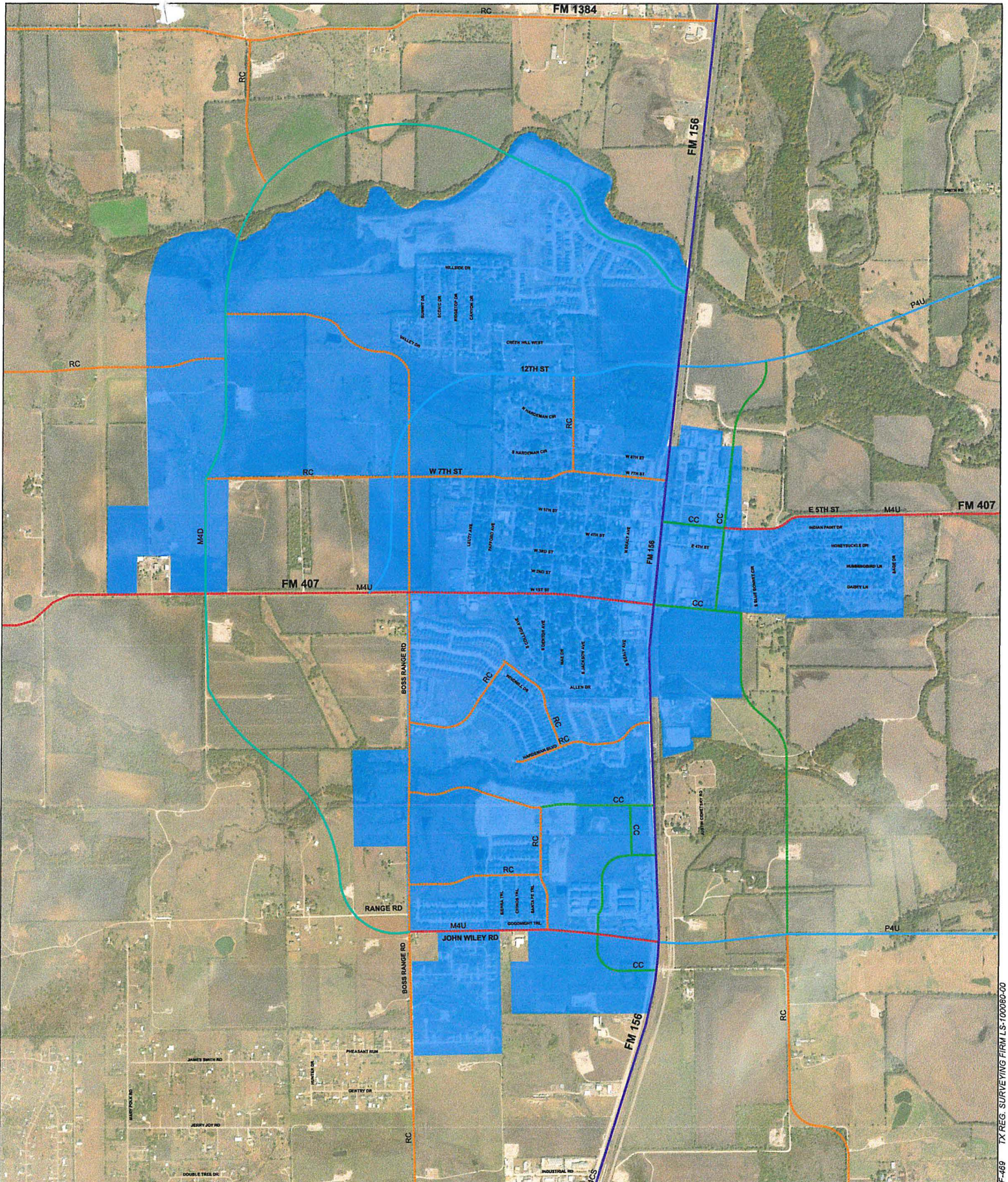
Boss Range Road

Article 5.04 (b) describes the responsibility of Developer for Boss Range Road improvements. In addition to these requirements, Developer will construct the expansion of Boss Range Road adding 12 additional feet of width, plans subject to City approval, from FM 407 south to the Developers property line. Developer will construct said improvements at the Developers expense.

Construction Traffic

All construction traffic shall approach the project from FM 407 by contract.





LEGEND

- P4CS
- P4U
- M4D
- M4U
- RC
- CC
- Justin City Limits

DATUM

NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202



JUSTIN
1887

MASTER THOROUGHFARE PLAN JUSTIN, TEXAS

November 2, 2020



TX REG. SURVEYING FIRM LS-100080-00
TX REG. ENGINEERING FIRM F-469

RESOLUTION 667-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, REAFFIRMING THE ACCEPTANCE OF THE DEDICATION OF LAND AND THE EXISTING STRUCTURE IN ACCORDANCE WITH THE APPROVED DEVELOPERS AGREEMENT AND FILED WARRANTY DEED.

WHEREAS, on April 26, 2021, the City Council of the City of Justin, Texas ("City"), approved a Developers Agreement ("Agreement") with Justin 197 LLC detailing certain obligations and conditions for the development of The Preserve; and

WHEREAS, the Agreement specifies conditions including, but not limited to, residential dwelling setbacks, parkland dedication, tree preservation, screening requirements, and the transfer of an existing structure to the City; and

WHEREAS, the Developer has offered land for dedication on the Final Plat in accordance with the Concept Plan, thereby satisfying City parkland dedication requirements without additional park fees; and

WHEREAS, in compliance with the Agreement, the Developer transferred the warranty deed on March 17, 2023, and ownership of the existing structure to the City, with specific conditions related to the City's retention or development of the property and impact fee credits or reimbursements; and

WHEREAS, the City of Justin has adhered to the Developers Agreement approved on April 26, 2021, specifically regarding the existing structure provision as described in "Exhibit H";

WHEREAS, the City of Justin has started to develop the property in accordance with the Developers Agreement and therefore the eighteen (18) month provision is no longer valid and the property will remain with the City of Justin in perpetuity unless City Council acts otherwise.

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

Section 1. The City hereby accepts the dedication of land and the existing structure from the Developer, acknowledging that such acceptance satisfies the conditions outlined in the Developers Agreement approved on April 26, 2021.

Section 2. The Developer recognizes the City has fulfilled the obligations of the Developers Agreement as outlined in "Exhibit H".

Section 3. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin on the 11th day of April 2024.

ATTEST :

James Clark, Mayor

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney



City Council Coversheet
April 11, 2024
415 N. COLLEGE AVE.

Agenda Item: 13. (POSSIBLE ACTION ITEMS)

Title: Discuss, consider, and act on a review and possible action regarding the conduct of a Council Member (Dylan James) pursuant to Section 3.16 of the home-rule charter.

Department: Administration

Contact: James Clark, Mayor

Recommendation:

Background:

City Attorney Review: Yes

Attachments:

1. IMG_7580_Redacted
2. IMG_7581
3. All combined_Redacted

8:28

5G 



Andrew >



I'm trying to haha

Okay I'm just watching

Friday 8:10 PM

Are you at the office or can be?

Yes sir I'm here

Saturday 11:56 PM

Think we got another lead on [REDACTED] Just spoke with a couple staff members who said he hangs out there pretty much every Sunday and they saw him last weekend. Said they'll call me when he shows up again, which will likely be tomorrow.

Sounds good, thanks for the update.

Today 7:09 PM

Vehicle parked in handicap front of city hall

Parked next to green Nissan

Delivered



iMessage





Dylan >



Hey Chief, there is a guy here at city hall and he is high on pain pills and he is about to drive his pickup truck

Okay

Andrew Armstrong is on his way

He is parked in the handicap spot in front of city hall



What kind of pickup

I think it's a Chevy

Okay they are pulling up

Parked next to green Nissan frontier

Today 8:15 AM

Thanks for sending someone last night. I'm appreciative that everyone was able to get home safely.

Yessir!



iMessage





Dylan >



New Contact Name
DYLAN JAMES

Update



help because I am not a social media poster.

I gotcha!

Mon, Jan 29 at 12:22 PM

Are we going to Town Hall tonight?



I am planning on it yes.

Tue, Feb 13 at 7:25 PM

Did you see that St Clair is encouraging people to run against us?

I did not. Where?

Read 2/13/24

the city made a post on FB about the water rates. He is commenting all over it about how he is running to "not let this crap happen." And also that we are running but so far we are unopposed

Friday 4:48 PM

Chat?



iMessage



Tomas Mendoza



Friday • 8:16 PM

Jim Tate is running against
Claor

Clair

What was that?

Jim Tate is running against
Shelby St. Clair for my seat

I was driving and only saw the
clair

Daniel Dennis and Justin Way
is running against Dylan

I checked earlier and saw a lot
of people



RCS message





Debbie scenic Trail >

Chrissa Fell · 2h · 🌐

After a lot of deep reflection and many conversations, I have decided not to run for office this coming election. With the pressure of a growing business and family responsibility I need to step away from city service at this time. I really appreciate the overwhelming support I have continued to receive and ask if you have anyone in mind that would run for place 6, please let them know. We need a dedicated servant for the seat as I do not endorse the current candidate. Hopefully someone else will step up and run against him as I feel he will be a negative addition to our positive momentum. God Bless



Have you seen this

It was literally just sent to me.. I hope people step up and defend him. She has Shelby and us blocked

I am going to wait and see what comments are posted. I will be glad she is gone. She stirs up trouble

Yes ma'am

And she doesn't even know Shelby!!



Text Message





Debbie scenic Trail >

I am going to wait and see what comments are posted. I will be glad she is gone. She stirs up trouble

Yes ma'am

And she doesn't even know Shelby!!

Nope

Tue, Feb 6 at 7:49 PM

Which grocery store? Not much room there...

JUSTIN CROSSING

Now For-Leasing
Call: 703-123-4567, 904-123-4567
info@justincrossing.com



LOCATION

Southwest corner of 104-106 and 107th
Avenue SW, Suite 100, 33401, FL

HIGHLIGHTS

- 20,000 sq. ft. Retail, Restaurant, Office building space
- Close proximity to TowneCenter, Suncoast Mall, TowneCenter, Suncoast Mall, TowneCenter
- Shopping at 104-106
- Call for more info

AVAILABLE

Contact Broker for Details

TRAFFIC COUNTS

104-106: 17,128 (2010) (Source: US Census)

DEMOGRAPHICS

	2010	2015	2020	2025
2010 Population	15,000	15,000	15,000	15,000
2015 Population	15,000	15,000	15,000	15,000
2020 Population	15,000	15,000	15,000	15,000
2025 Population	15,000	15,000	15,000	15,000
2010 Age	15.4	15.4	15.4	15.4
2015 Age	15.4	15.4	15.4	15.4
2020 Age	15.4	15.4	15.4	15.4
2025 Age	15.4	15.4	15.4	15.4

ALARA PRODUCTIONS
www.alara.com

Leasing & Development by
Steve M. Smith, Managing Partner
(917) 123-4567 | steve@justincrossing.com

0796e-
f_974c54f961c84093a40ea
5a95b2e96d8

PDF Document - 7.4 MB



Text Message





Shelby

Thank ya sir. About to eat a pill and take an actual nap

Sat, Feb 3 at 10:11 PM



Got Shelby's X-Rays

This better have come with sound effects!!!!

Rich Holm

That's hilarious!!

Wed, Feb 7 at 10:10 AM

Shelby

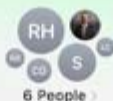


Text Message





16



6 People



Ok perfect then

Smart wife

Rich Holm

I hope your pain stays manageable with the meds they gave you

Shelby

I have oxy at the house and ready for pickup at Walmart

Rich Holm

Great

Heck,, Daniel survived man flu, so Shelby will have no issue. With a little surgery on a limb.

Rich Holm



Shelby

Just a small surgery, with a 8-10" incision

Egg

Zack

Lee

Rich Holm



Text Message

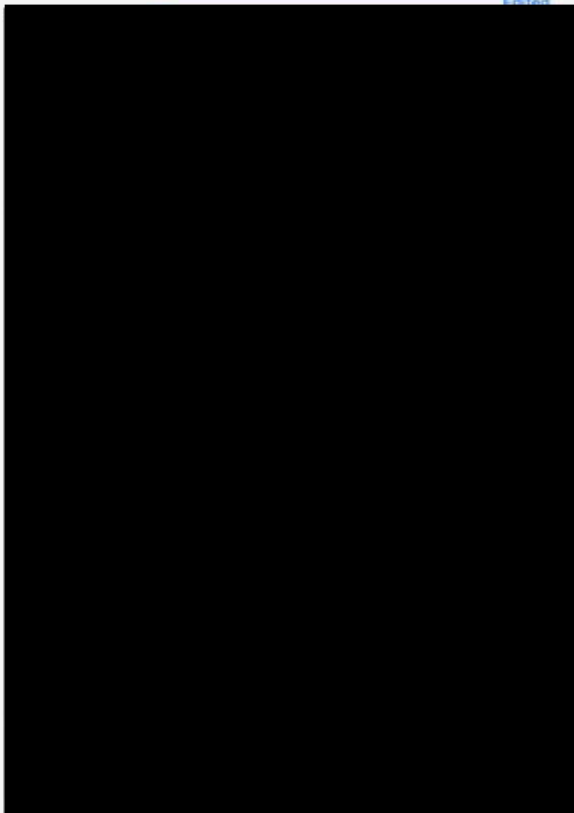




[REDACTED]

between the two.. but it is a free page
on Facebook

Edited



They likely have roach issues there

Tue, Feb 6 at 5:20 PM



iMessage





Rich Holm

I've been too busy playing chauffeur to participate in this text 😊

Shelby

None. Semi dropped it off sometime yesterday.

Hahah, thank you Rich. Don't forget you're playing sign boy as well

Rich Holm

No city vehicles, just 2,200 bags of brown mulch

Chrissy O

So much for Free Mulch, Shelby 🙄. Now we'll have to buy it. :-/

HA
HA

Rich Holm

Just don't expect me to remember where all the signs are

HA
HA

Shelby

It's annoying that I don't know why it's there.

Leo Chrissi's Husband

Sounds like it's free to people that live in ridgeview.

Wow, is that Leo's first post in this group?

Shelby

HA



Text Message





6 People



LC for a small fee.

Is part of the care and maintenance contract for the blue ribbon project. I think the reason they put it on 12th St., is as a legacy community here in Justin, their values, morals and ideology would make that the safest location in Justin

Rich Holm

RH Barb and I won't take any, we used brown mulch many years ago, then switch to black mulch. Now we can't go back!

Plus, we know Rich has gone black, so it has to be safe now. Clearly Shelby's valve stem covers so that he has two.

Shelby

S Political response 🤔

Too

Rich Holm

RH That makes sense now James

Shelby

S Those are safely stored in my shop now

Rich Holm



Text Message





DYLAN >



I can't be there this morning. Keely is out of town, so I've got to get the kids off to school. But maybe you could help reinforce that turning over 50% of your council is exactly what city staff and Fire dept wishes to avoid?

I imagine Shelby won't be at breakfast this morning. He has been taking it easy with his knee and has missed the last 3 Breeakfasts

Friday 10:49 AM

How was that chat with Castle?

He did not come he had breakfast at 9 with Shelby, Ken Harbin

Oh you didn't go by his place last night?

Oh yes

But was not a good time to discuss..

Free to talk here in 10?

Yes sir

Friday 12:07 PM



iMessage





DYLAN >

5 people run for 2 seats
And one person is unopposed.

Friday 5:38 AM

:) Goes back to my point that things were better when we ran at large and the top 3 people got seats.

I can't be there this morning. Keely is out of town, so I've got to get the kids off to school. But maybe you could help reinforce that turning over 50% of your council is exactly what city staff and Fire dept wishes to avoid?

I imagine Shelby won't be at breakfast this morning. He has been taking it easy with his knee and has missed the last 3 Breeakfasts

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Oh you didn't go by his place last night?

Oh yes

But was not a good time to discuss..

Free to talk here is 100



iMessage





Traci >



He does not like the term limits thing

We will see how things unfold

Yes. That was a hard one to decide on.

I was surprised to not see someone unknown pop up from the Green team

You mean to run

Yes

No. They just run their mouths.

With Chrissa slamming Shelby and begging someone to run

And how many likes or comments did she get 4. The same 4 as usual.

Bad move

Edited

Yes.

:)

lol

Saturday 7:35 AM

I watch my LinkedIn closely :)



iMessage





RR

Happy Valentine's Day

Saturday 8:58 AM



Shelby's next ink!

Rich Holm

RH

LMAO 😂😂



Text Message





Mon, Dec 25 at 11:07 AM

May this Christmas be filled with clear blessings and the year ahead be full of fulfilled dreams. Merry Christmas!

Mon, Dec 25 at 1:14 PM

Merry Christmas. I hope you and your family have a wonderful day together.



Friday 6:30 PM

Hey, I've got a set up for March 1 with Shelby

Delivered



iMessage



Ricky Jones

Friday

Yea and Jim Tate is running against Shelby



James Clark

Friday



He did not come he had breakfast at 9 with Shelby, Ken Harbin



I imagine Shelby won't be at breakfast this morning. He has been taking it easy with his knee and has missed the last 3 Breeakfasts





Dylan >



Friday 3:59 PM

City Council Place 5 is the place to be brother

What you mean..?

It's just you right??

Nope

Castle is running again Alyssa I thought

Two people running against me

Against

What??

Who???

Daniel?

Yea

Justin Way

I'm not sure who he is exactly though. Facebook friends but don't know him otherwise



iMessage





Dylan >



Earlier:

Yea

Justin Way

I'm not sure who he is exactly though. Facebook friends but don't know him otherwise

Name sounds familiar I'm not sure who that is though I'm gonna have to get back on Facebook and look. Man they waited until the last se one huh

Yea and Jim Tate is running against Shelby

Woah!! Dude!

That'll be interesting...

From 0 to 100 real quick

Read Friday

Yesterday 10:58 AM

Chat?

Have you looked at the water conservation plan?



iMessage





James >



Especially for a car wash

Yeah because I think you can disagree and debate and still be friends which is critical for this role

Maybe let's get together for lunch next week?

That sounds great man

I'm not sure where to run? I know that Shelby is running for Carrissa's open seat .
Daniel is running against Dylan again.
They think I'm running against the new lady? Can't remember her name.
I'm debating.

Well I'm not sure if Daniel is gonna run again or not? Says he is on the fence.. so we shall see

Alyssa Lkugel

Yes that lady. I don't know her.
Seems like Shelby has the easiest route.

1 Reply



iMessage





James >



Yes that lady. I don't know her. Seems like Shelby has the easiest route.

Again they want me to run against an incumbent. 🙄 🙄

Yes.. which Shelby would have too if Chrissa had not decided she was not going to run again

True.

She has support from , Mendoza, Carrissa and Mounce. That's how she got there.

Maybe Clark too?

Wed, Jan 31, 9:57 PM

Did you see they are moving Justin Fun Days up here at city hall in April? 🙄 🙄
Makes no sense.

Sat, Feb 3, 10:00 PM

I guess you see the feed back on the Justin Fun Days move?



iMessage





James >



I talked to Shelby tonight. He is not on board with the increase either.

Well it would be nice to have some like minded folks on board that is for sure

He is running for an open seat. I don't want to run against him. If I run, I don't want to lose again. Trying to figure that out.

Ok I gotta get some sleep but holler at my mid morning and we can talk over lunch



Wed, Feb 14, 11:45 AM

Are we still meeting for lunch?

Can I maybe swing by later or we meeting in a bit. Got some work stuff I'm tied up with

No problem.

Wed, Feb 14, 5:00 PM



iMessage





Rich Holm

RH Rockin those no slip socks

Shelby

S Heck yeah

Welcome home Shelby get some rest

Shelby

S 5.7 miles away.

Daniel Guiley

Get some kneeded rest, holla if you kneed anything!

Shelby

S Thank ya sir. About to eat a pill and take an actual nap

Sat, Feb 3 at 10:11 PM



Text Message





City Council Coversheet
April 11, 2024
415 N. COLLEGE AVE.

Agenda Item: 14. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action on Resolution 670-24 regarding an InterLocal Agreement with the City of Krum and the towns of Dish and Ponder for the purpose of participating in a Federal Railroad Safety Grant to fund a regional railroad communication and safety project within the respective parties' jurisdictions.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Staff recommends approval

Background:

As Council will recall, then Mayor Woodall provided a presentation to Council at the March 28, 2023 Regular Council Meeting about BNSF and the work that the regional Mayors were doing to find ways to mitigate the rail issues that we are experiencing. One of the initiatives that were identified in a report from the North Central Texas Council of Governments was the installation of technology-enhanced communication and notification devices at crossings in the corridor that would serve to increase awareness of when and for how long crossings would be impassable for motorists. This would allow them to plan trips more effectively and minimize travel along impassable routes or conduct needed travel during optimal times. Examples of this technology include online or app-based notification systems, data inputs for mapping software, digital messaging signage onsite at the crossing, and various combinations of these and other capabilities. In addition to bolstering roadway user awareness, these technology solutions have the potential to improve emergency response times by feeding real-time data on which crossings are navigable to emergency responders.

Costs of ITS solutions vary based on the nature and extent of the monitoring provided, however they can be procured and implemented in a relatively short timeframe due to the market availability of multiple readily deployable solutions. Infrastructure of this nature should be pursued in close coordination with the railroad operator to ensure systemic compatibility.

The potential federal grant that we would be pursuing would pay for 80% (approximately \$400,000) of the costs to install the technology-enhanced communication and notification devices at crossings, while the partnering municipalities would be responsible for the remaining 20% (approximately \$100,000). Staff will also be pursuing funding participation from Denton County as well.

The proposed ILA is only for the grant application funding of \$8,000 and has been sent to Krum, Dish, and Ponder for their Councils to consider participation. This does not commit the City to any funding beyond the grant application. Any project would require further Council consideration and action.

City Attorney Review: No

Attachments:

1. Resolution XX-24 Exhibit A - ILA - Justin - Dish - Ponder - Krum for BNSF Grant
2. Resolution XX-24 Attachment 1 - LIA Scope of Work - Justin, TX - SS4A FY24
3. City of Justin Rail and Roadway Recommendations December 2022
4. Safe Streets and Roads For All
5. Resolution XX-24 ILA with Krum, Dish, and Ponder

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is made and entered into by and between the **CITY OF JUSTIN**, a Home Rule Municipality, the **TOWN OF DISH**, a Type A General Law Municipality, the **TOWN OF PONDER**, a Type A General Law Municipality, and the **CITY OF KRUM**, a Home Rule Municipality, for the purpose of participating in a Federal Railroad Safety Grant to fund a regional railroad communication and safety project within the respective parties’ jurisdictions (hereinafter “Project”).

WHEREAS, the Cities of Justin and Krum, and the Towns of Dish and Ponder are governmental entities engaged in the protection and preservation of their community and its citizenry, which is a recognized governmental function; and,

WHEREAS, the undersigned agencies recognize the importance of enhancing railroad safety within their respective jurisdictions; and

WHEREAS, the Mayors of each municipality have worked collaboratively with BNSF and the North Central Texas Council of Governments over the last year to identify potential rail safety improvements; and

WHEREAS, federal funding opportunities through grants offer potential resources to implement such safety improvements; and

WHEREAS, collaboration among agencies is vital to effectively pursue and secure such funding; and

WHEREAS, hiring a professional grant writer is essential to prepare a competitive grant proposal for submission to federal granting agencies.

WHEREAS, the undersigned agencies are in agreement that the City of Justin will be the contracting agency; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCILS OF THE CITIES OF JUSTIN, KRUM, AND THE TOWNS OF DISH AND PONDER THROUGH THIS JOINT RESOLUTION, AS FOLLOWS:

SECTION 1 PROJECT DESCRIPTION

The City of Justin shall contract with a Local Impact Analytics, attached hereto as Attachment 1, for the preparation of the necessary application for the City of Justin, TX (Client) to the U.S. Department of Transportation for project funding assistance pursuant to criteria established in the Notices of Funding Opportunity (NOFO) for the Safe Streets & Roads for All (SS4A) Program Grant for FY24.

SECTION 2 CONSIDERATION

Each municipality will be responsible for twenty-five percent (25%) of the proposed fee of Eight Thousand Dollars (\$8,000). In consideration for the **City of Justin's** service as Manager of the Project, the **City of Krum**, and the **Towns of Dish and Ponder** shall pay the **City of Justin** their proportional amount of the Proposed Fee Structure identified on Exhibit B of the Proposal.

SECTION 3 MISCELLANEOUS PROVISIONS

- 3.01 Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- 3.02 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- 3.03 Entire Agreement.** This Agreement represents the entire agreement between the **City of Justin, City of Krum, Town of Ponder, and Town of Dish** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument approved by the governing bodies of each municipality and executed by those authorized to sign on behalf of the respective governing bodies.
- 3.04 Immunity and Defenses.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
- 3.05 Severability Clause.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- 3.06 Assignment.** This Agreement shall be binding upon the parties hereto, their successors, and assigns. Neither of the Parties shall assign or transfer an interest in this Agreement without the express written consent of the other party.
- 3.07 Termination.** This Agreement may be terminated in whole or in part with or without cause by **City of Justin, City of Krum, Town of Ponder, and Town of Dish** upon fifteen (15) days written notice to the other parties by certified mail, return receipt requested, with notice of termination being provided to the non-terminating party and directed to the attention of the non-terminating party's Mayor.
- 3.08 No Joint Venture or Agency.** The relationship between the parties to this Agreement shall not be construed or deemed to create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

DULY PASSED by the City Council of the City of Justin, Texas, on the 11th day of April, 2024.

DULY PASSED by the City Council of the City of Krum, Texas, on the XX day of April, 2024.

DULY PASSED by the City Council of the Town of Dish, Texas, on the XX day of April, 2024.

DULY PASSED by the City Council of the Town of Ponder, Texas, on the XX day of April, 2024.

FOR THE CITY OF JUSTIN

ATTEST :

James Clark, Mayor

Brittany Andrews, City Secretary

Jarrod Greenwood, City Manager

APPROVED AS TO FORM:

Matthew Boyle, City Attorney

FOR THE CITY OF KRUM

ATTEST :

Rhonda Harrison, Mayor

Lisa Dawn Cabrera, City Secretary

Nicholas Vincent, City Administrator

APPROVED AS TO FORM:

City Attorney

FOR THE TOWN OF PONDER

ATTEST :

John Bassler, Mayor

Sheri Clearman, Town Secretary

APPROVED AS TO FORM:

Town Attorney

FOR THE TOWN OF DISH

ATTEST :

William Sciscoe, Mayor

Dalessa Williams, Town Secretary

APPROVED AS TO FORM:

Town Attorney

Exhibit A:

Grant Writing Scope of Work Proposal for Justin, TX – Safe Streets & Roads for All FY24

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

Local Impact Analytics shall prepare the necessary application for the City of Justin, TX (Client) to the U.S. Department of Transportation for project funding assistance pursuant to criteria established in the Notices of Funding Opportunity (NOFO) for the Safe Streets & Roads for All (SS4A) Program Grant for FY24.

Local Impact Analytics shall complete the following tasks as part of this Grant Application:

TASK 1. PROJECT MANAGEMENT AND COORDINATION

This task includes project management, administrative, and coordination activities for the Project. Local Impact Analytics shall facilitate meetings and/or interviews with project stakeholders as required to complete the analysis and prepare the proposed grant applications. Local Impact Analytics shall prepare and distribute notes from any formal meetings by request.

Task 1 Deliverables: Meeting agendas and notes if applicable.

TASK 2. DEVELOP PROJECT NARRATIVE

This task shall include research, project definition, coordination with key project stakeholders, finalization of project narratives, and any quantitative analysis for the proposed project. The deliverables prepared under this task shall meet the format and content criteria established for any individual Grant Program as appropriate.

TASK 2.1 – Conduct research and gather supporting data.

Local Impact Analytics shall review available and pertinent information related to any individual Grant Program and the proposed project – e.g., grant application criteria, project reports, feasibility studies, engineering plans. Potential discussions with U.S. DOT officials, US and MS Legislative officials and local stakeholders to determine emphasis areas for any individual Grant Program shall be included in the task.

TASK 2.2 – Coordinate Project Partners to Define Project Scope of Work, Budget, and Schedule.

Local Impact Analytics shall collaborate with Client and the Project Team to confirm the scope, goals, budget, and schedule of the project. Information for each application shall be agreed upon by all relevant parties before the submission of a grant application.

TASK 2.3 – Confirm project’s adherence to individual Grant Program criteria.

Local Impact Analytics shall screen the proposed project against the individual Grant Program’s criteria, considering such factors as project readiness, funding sources, and long-term outcomes. Based on this review, Local Impact Analytics shall develop a descriptive narrative to demonstrate the project’s alignment with the criteria.

TASK 2.4 – Assist with obtaining letters of support for the project.

Local Impact Analytics shall assist with efforts to solicit and obtain endorsement letters from key public officials and potential private partners with a stake in the project's implementation and success as requested. These letters shall be included with the grant application.

TASK 2.5 – Develop supporting graphics, figures and tables.

Local Impact Analytics shall develop any necessary graphics, figures and tables as required to clearly communicate and effectively summarize the important details of the proposed project. Based on the findings from Task 2.1, additional graphical information shall be developed as needed.

TASK 2.6 – Layout, format and QA/QC the Project Narrative document.

Based on information developed in the preceding subtasks, Local Impact Analytics shall prepare a single coherent Project Narrative document meeting the requirements for each individual Grant Program application as necessary.

TASK 3. FINALIZE AND SUBMIT GRANT APPLICATION DOCUMENTS**TASK 3.1 – Compile draft application package including SF-424, Project Narrative & appendices.**

Local Impact Analytics shall assemble a draft grant application package, including the Application for Federal Assistance (SF-424), Project Narrative, relevant analysis documentation, endorsement letters from public and private partners, and all other required documents as described in the SS4A Notice of Funding Opportunity.

TASK 3.2 – Coordinate final application review and submittal via Valid Eval.

Local Impact Analytics shall submit the draft final application package for review by all relevant project partners. After addressing all comments, Local Impact Analytics shall submit the final application package through the Valid Eval website in accordance with the deadlines for each individual grant program. This task is contingent upon Local Impact Analytics receiving authorization and/or necessary digital permissions from Client to submit the application package.

Task 4 Deliverables: Draft application submittal final assembly and submittal assistance of the complete final grant application package.

Exhibit B:
Proposed Fee Structure for Grant Writing Services

The cost for this Safe Streets and Roads for All grant application (including all services contained in Exhibit A) shall be \$8,000. Invoicing for this project shall be submitted within five (5) days after the grant application has been submitted or August 29th, 2024 whichever comes earliest. Payment of this invoice shall be due within 30-days of transmitting the invoice to Client. Should the grant application not be submitted on or before the Safe Streets and Roads for All FY24 deadline of August 29th, 2024 for reasons beyond Local Impact Analytics' control, Client shall be responsible for providing prorated compensation for the work completed by Local Impact Analytics. In such case, Client will be invoiced an amount by Local Impact Analytics equal to the number of hours worked on the project at a billable rate of \$175.00 an hour. In such case, any prorated amounts shall not exceed \$6,500.

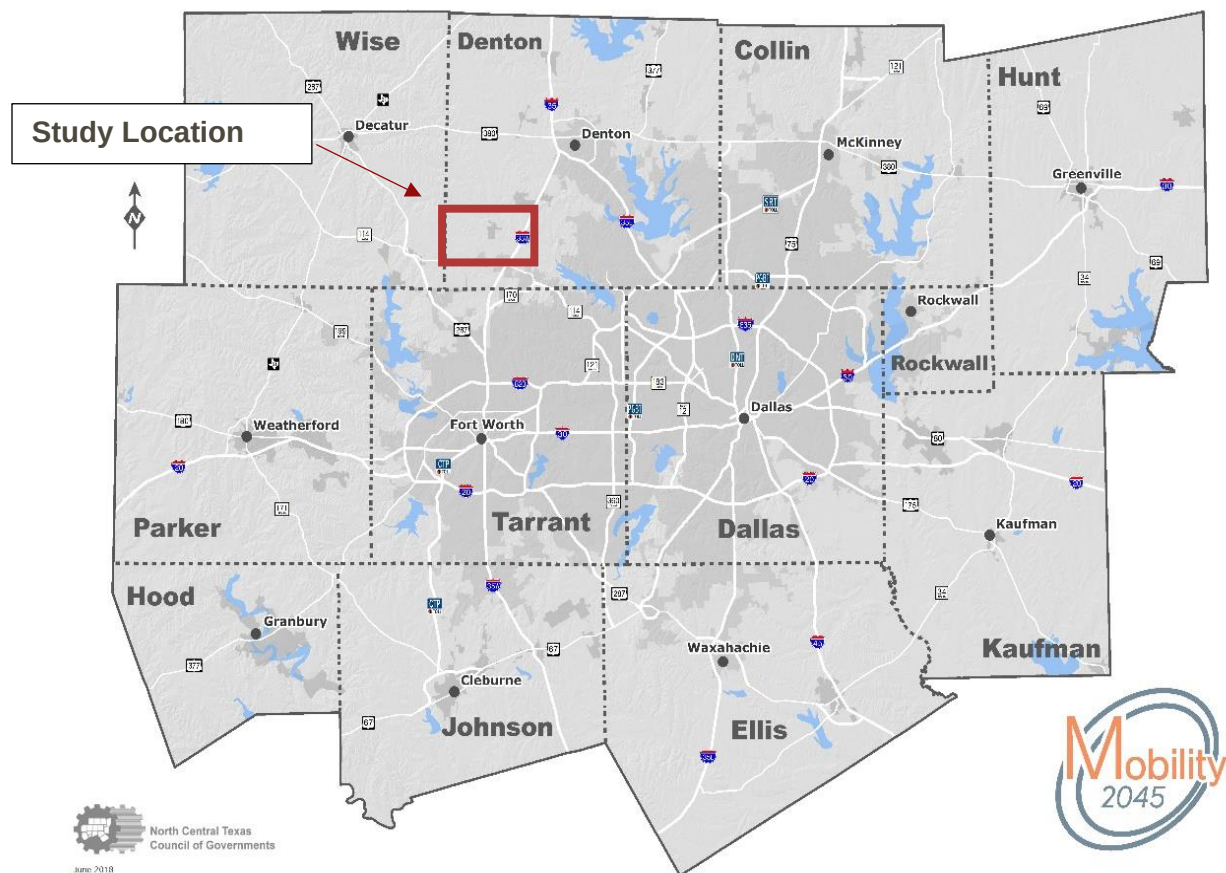
City of Justin Rail and Roadway Overview



Introduction

The city of Justin is investigating roadway and railroad improvements to improve traffic flow and emergency response times. The corridors under investigation are FM 407, FM 1171, and FM 156, all within and around the city boundaries. Also of interest is SH 114, east of its junction with SH 170. This study also includes the BNSF Fort Worth Subdivision which runs north-south through the city of Justin.

Dallas-Fort Worth Metropolitan Planning Area



Source: NCTCOG

This report has been produced by the North Central Texas Council of Governments (NCTCOG) to provide planning recommendations to the city of Justin concerning future development of the corridor.

Roadway Profile: City of Justin				
Roadway	2021 AADT	Projected AADT: 2041	Percent Truck Traffic	Ongoing/Planned Construction
FM 407	7,887	11,042	4%	Begins soon: Installation of Raised Median
FM 156	15,101	22,349	5.2%	Ongoing/Begins Soon: Seal Coat & Landscape/Scenic Enhancement
FM 1171	1,552	2,173	5%	Begins Within 4 yrs: Safety Improvements & Rehabilitation

AADT: Annual Average Daily Traffic
Source: TxDOT

Location and Current Conditions

The city of Justin is located in the southwest portion of Denton County. FM 156 is the primary north-south throughfare, and runs parallel with the BNSF mainline tracks through the city. FM 407 is the primary east-west thoroughfare, and has a short junction with FM 156 in downtown Justin. SH 114 provides the most expeditious access for Justin residents to IH 35W, as well as destinations and roadways further east. Other nearby municipalities include the town of Northlake to the east, the city of Fort Worth to the south, the town of DSH and the town of Ponder to the north along FM 156.

City of Justin At-Grade Crossings

020557D	FM 407/East 5 th Street	22 trains daily (2019); maximum timetable speed: 79 MPH; three tracks; signals in place; no accidents reported.
020556W	East 4 th Street	22 trains daily (2019); maximum timetable speed: 79 MPH; three tracks; signals in place; 3 accidents reported, the earliest of which occurred in 2007.
020811D	Downe Road	22 trains daily (2019); maximum timetable speed 79 MPH; three tracks; signals in place; no accidents reported.
020553B	Harmonson Road	22 trains daily (2019); maximum timetable speed: 79 MPH; single track with another adjacent crossing; signals in place; 1 accident reported in 1978.
978019V	Harmonson Road	New crossing opened in 2020; Federal Railroad Administration records indicate this is a test track; 2 trains daily; single track with adjacent crossing; maximum timetable speed: 70 MPH; signals in place; regularly used by school buses (6 daily); not an emergency services route; no accidents reported.

Present mobility concerns regarding at-grade crossings in and around Justin include travel time delays, motorist safety, and the ability of emergency vehicles (fire, EMS, police, etc.) to quickly respond to incidents. The Justin Fire Department, Police Department, and ambulance services are located on the

Future Conditions

City of Justin Railroad Infrastructure

Legend

- ▲ Future Grade Separated Crossing
- At-Grade Crossing
- FM 1171 Proposed Realignment
- FM 407
- FM 407 Proposed Realignment
- Railroad
- Roads

FREIGHT
NORTH TEXAS

North Central Texas
Council of Governments

Planning efforts are underway for two projects that address mobility in the city of Justin and surrounding areas. The FM 407 realignment project will move the roadway north of the city of Justin and include the construction of a grade-separated crossing where it crosses FM 156 and the BNSF Fort Worth Subdivision. TxDOT and NCTCOG are collaborating on a planned extension of FM 1171 which will be constructed above grade over FM 156 and the Fort Worth Subdivision to run further east, terminating at IH 35W. NCTCOG is coordinating with BNSF on all anticipated grade separations within the corridor as part of a broader regional effort to pursue strategic opportunities for infrastructural improvements.

Recommendations

Although grade separations eliminate roadway delay due to train activities, they often require large right-of-way acquisitions, extensive utility relocations, and are only suitable for certain roadway configurations. Furthermore, the high cost and long lead time required for implementation make grade separation of the at-grade crossings in Justin a sub-optimal solution to enhance emergency response times and address roadway delays in the short term.

The FM 1171 extension and FM 407 realignment both include grade separated crossings over the BNSF Fort Worth Subdivision, and any additional grade separation projects would likely require a level of project development that inhibits implementation prior to previously specified grade separations. As such, the recommendations contained within this section focus on projects which could be completed in an accelerated timeline (fewer than seven years) that address public safety and accessibility concerns.

Option 1: Construct New Emergency Service Facilities

This option calls for the construction of an auxiliary emergency services center (or similar facility) on the east side of the BNSF Fort Worth Subdivision in Justin. Under current conditions, the city of Justin's emergency service vehicles must cross one of multiple at-grade crossings to reach destinations on the east side of the tracks. The development of a facility to house essential emergency services personnel and equipment on the east side of the tracks would eliminate the need for emergency responders to cross railroad tracks, as well as improve overall response times to incidents. This option may represent a significantly smaller investment and yield additional benefits in a truncated timeline compared to grade separation. Under the status quo, the city of Justin has agreements in place with the town of Northlake to provide emergency services for Justin residents on the east side of the tracks in the event it is required.

It is further recommended the city of Justin conduct internal analysis using future development plans on the east side of the tracks, current emergency service response times, the cost of the ongoing service

agreement with Northlake, and the comparative cost of auxiliary emergency service facility construction to determine whether this option is financially prudent and meets the community's needs.

Option Strengths	● Low short-term cost ● No roadway construction or reconstruction ● Anticipates the needs of future population growth
Option Challenges	● May need to purchase additional equipment ● Does not address roadway safety concerns ● May need to hire additional staff

Option 2: Railroad Operational Adjustments

This option calls for inquiry into adjustments of railroad operations – such as the timing and location of crew changes – to address delays due to occupied at-grade crossings. The inquiry should include technical discussions with BNSF operations personnel to determine the feasibility of holding trains in such a manner so as to leave a minimum number of crossings within Justin unobstructed. The city should identify and enumerate priority crossings during the morning peak, midday, and afternoon peak travel times. A detailed local traffic study may also be required to better ascertain which crossings would be most effective to prioritize. The effects of this strategy on other nearby municipalities and crossings must also be considered. In the long term, data from the Regional Rail Information System (under development as of December 2022) could provide useful data for assessing current crossing conditions, and developing operational solutions.

Option Strengths	● Very low or no cost to the public sector ● No roadway construction or reconstruction ● Preserves downtown Justin land uses
Option Challenges	● Depends on railroad operational constraints ● May still limit traffic flow ● Does not anticipate future growth

Option 3: New Roadway Construction

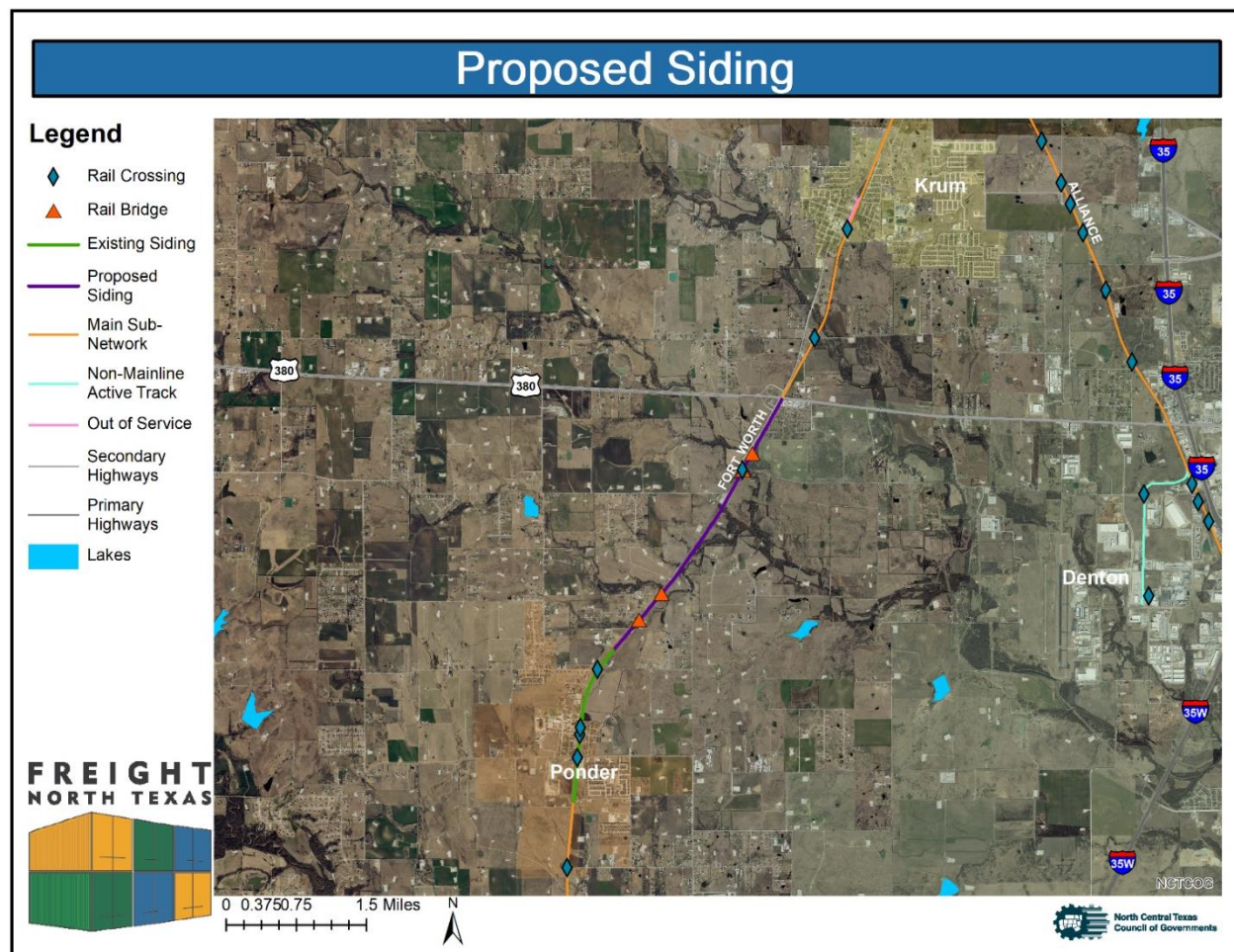
This option calls for the development of new roadway alignment(s) that cross the BNSF line in a manner that is less likely to be occupied by trains. The feasibility of this option depends on the availability of right-of-way and cost. This option also addresses future mobility and accessibility concerns by adding in additional roadway capacity for local movements. A combination of **Option 2** and **Option 3** could utilize operational adjustments to designate a new crossing that prohibits stationary trains from occupying the crossing by agreement with the railroad operator. A detailed local traffic study and verification of local conditions is required to determine potential roadway realignment recommendations.

Option Strengths	● Potential to be lower-cost alternative to grade-separation ● Adds roadway capacity ● Preserves downtown Justin land uses ● Improves connectivity
Option Challenges	● May not be feasible depending on right-of-way availability ● May still result in occupied crossings

Option 4: New Railroad Construction

This option calls for the construction of a new siding to store trains in a location with minimal presence of at-grade crossings. At present, sidings in Justin and Ponder have several at-grade crossings that are highly trafficked by local residents.

In a preliminary analysis, NCTCOG has identified a potential location suitable for an extension of the currently existing siding that runs through the town of Ponder, which is located approximately six miles north of Justin along FM 156. The proposed siding would extend from the current terminus of the



Ponder siding near Milepost (MP) 378 to approximately MP 381.5 and be approximately 17,000 feet in length. The new siding would allow trains to avoid obstructing at-grade crossings in Justin, DISH, and Ponder. There are four rail bridges along the proposed siding, one of which is a grade separated crossing at Jim Christal Road (GXID: 020568R). There are no at-grade crossings along the proposed siding.

Construction of a new siding and reconstruction of existing bridges has the potential to be a relatively high-cost project; however, further analysis by BNSF will be required to obtain a precise cost estimate. In some North American contexts, it is conventional for the owner of the tracks to take on the costs associated with siding construction, as well as project management and development, however recent updates to USDOT policy have made Federal discretionary grant funding available for rail relocation and siding projects. Public interest in the construction and use of a siding should be weighed before considering whether a public-private funding partnership is feasible. This may include guarantees of how the siding would be utilized if constructed, or establishing performance measures, such as frequency and duration of at-grade crossing obstruction, once the siding has been built.

Option Strengths	● Addresses occupied at-grade crossing delays ● Anticipates future rail traffic growth ● Maximizes existing roadway capacity ● Potential to increase train velocity through the corridor
Option Challenges	● Subject to right-of-way availability ● Moderate to high cost ● Rail bridge reconstruction or new construction will be needed ● Utility relocation may be needed

Option 5: Intelligent Transportation Systems (ITS)

The installation of technology-enhanced communication and notification devices at crossings in the corridor may serve to increase awareness of when and for how long crossings would be impassable for City of Justin residents. This would allow them to plan trips more effectively and minimize travel along impassable routes or conduct needed travel during optimal times. Examples of this technology includes online or app-based notification systems, data inputs for mapping software, digital messaging signage onsite at the crossing, and various combinations of these and other capabilities. In addition to bolstering roadway user awareness, these technology solutions have the potential to improve emergency response times by feeding real-time data on which crossings are navigable to emergency responders.

Costs of ITS solutions vary based on the nature and extent of the monitoring provided, however they can be procured and implemented in a relatively short timeframe due to the market availability of multiple readily deployable solutions. Infrastructure of this nature should be pursued in close coordination with the railroad operator to ensure systemic compatibility.

Option Strengths	● Directly benefits roadway users ● Anticipates future rail traffic growth ● Comparatively low cost ● Readily procurable solutions exist ● Optimizes existing roadway capacity
Option Challenges	● Does not add new road or rail capacity ● Adds new recurring maintenance/service costs

Systemic Impacts and Nearby Communities

In addition to the city of Justin’s efforts to resolve delays and improve capacity within their jurisdiction, they have partnered with the nearby towns of DISH and Ponder to address rail-related concerns along the FM 156 corridor. In ongoing coordination meetings with BNSF, municipalities have expressed their desired end states and priorities. The working group is also exploring opportunities to implement operational modifications designed to improve the flow of traffic through at-grade crossings, as well as examining the potential to secure outside funding for infrastructural improvements through federal discretionary grant programs.

NCTCOG collaborates with BNSF to identify opportunities for improved rail and roadway mobility on a regular basis. In 2019, stakeholder meetings were hosted by NCTCOG to analyze various opportunities for infrastructure projects, a subset of which included the 5th Street, 1st Street, and Harmonson Road crossings in Justin. These and other crossings were identified due to the unique opportunity they present for the optimization of infrastructure to accommodate rising transportation demand using crossing improvements. In addition to the identification of the crossings in the corridor, a grade separation was identified in Haslet, (Avondale-Haslett Road) that will provide further relief to the corridor and cities experiencing challenges with occupied crossings. The city of Justin will also be benefitting from two grade separations that will be constructed by TxDOT and were highlighted in the 2019 stakeholder meetings.

The Fort Worth Subdivision of the BNSF network facilitates the movement of rail traffic into the Alliance Yard, one of four major intermodal facilities in North Central Texas, while the FM 156 corridor connects multiple exurban communities to major roadways which facilitate movement further into the Dallas-Fort Worth metroplex. The Fort Worth Subdivision also connects to the Tower 55 complex in central Fort Worth and, eventually, the Trinity Rail Express, which connects the Dallas and Fort Worth central business districts. These systemic road and rail impacts should be considered in future planning for the FM 156 corridor as population along the corridor is anticipated to increase alongside demand for rail and roadway transportation.

Summary

As the city of Justin contemplates various approaches to improving safety and mobility on the local road network, this document presents a summarized assessment of current and future roadway and railroad conditions. In response to concerns raised by the assessment, it also recommends several potential actions aimed at addressing these concerns for evaluation by city staff. Actions concerning the preparation of infrastructure for the demands of a rising population are addressed as well. Further study may be required to develop additional alternatives and determine the feasibility of future recommendations.

SS4A

SAFE STREETS AND ROADS FOR ALL

Planning and Demonstration deadlines April 4, May 16, and August 29, 2024.
Implementation deadline May 16, 2024.

ADMINISTERED BY: U.S. DEPARTMENT OF TRANSPORTATION (USDOT)

The Safe Streets and Roads for All (SS4A) program aims to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development. The program is focused on increased roadway safety for all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. This program was authorized under the Bipartisan Infrastructure Law and will provide approximately \$1.25 billion in funding for selected projects this year.



SAFETY

ELECTRIFICATION

TECHNICAL ASSISTANCE

ENVIRONMENTAL JUSTICE

COMMUNITY ENGAGEMENT

EQUITY

INFRASTRUCTURE ENHANCEMENTS

ELIGIBLE APPLICANTS

Class I railroads are not eligible applicants under the SS4A program; however, they may partner with eligible applicants – as Project Partners – to pursue funding for projects.

- Metropolitan planning organization (MPO)
- Political subdivision of a state or territory
- Federally recognized Tribal government
- Regional joint multijurisdictional application



BNSF PII

BNSF Railway's Public Infrastructure and Investment (PII) team is committed to building strong partnerships that maximize the impact of funding opportunities. As Project Partners, we can collaborate to help secure funding that drives positive change and progress for communities where we work, live, and play.

SS4A



PLANNING AND DEMONSTRATION GRANTS

Focused on developing a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region

- **Comprehensive Safety Action Plan Development:**
Creating a plan that includes strategies and projects aimed at reducing roadway fatalities and serious injuries
- **Supplemental Safety Planning:**
Enhancing an existing safety action plan with additional planning activities such as safety audits, targeted equity assessments, or follow-up stakeholder agreement
- **Demonstration Activities:**
Temporary projects to test proposed safety interventions or strategies to determine their effectiveness and inform future safety action plans

Funding

Project Min: \$100K
Project Max: \$10M
Funding Ceiling: \$1.25B
Funding Floor: N/A

IMPLEMENTATION GRANTS

Focused on implementing strategies that are consistent with an existing, qualifying safety action plan

- **Infrastructure Projects:**
Construction or significant modifications to roadways, pedestrian crossings, bike lanes, and other infrastructure improvements focused on enhancing road safety
- **Behavioral Projects:**
Initiatives aimed at changing road user behaviors to improve safety, such as educational campaigns, enforcement activities, and community engagement programs
- **Operational Projects:**
Implementation of strategies that improve the operation of transportation system for safety, including traffic signal improvements, speed management programs, and the use of technology to enhance road safety

Funding

Project Min: \$2.5M
Project Max: \$25M
Funding Ceiling: \$1.25B
Funding Floor: N/A

Questions to ask yourself about the project:

What is a Complete Streets policy in the context of the SS4A program?

Complete Streets policies ensure the safe and adequate accommodation of all users of the transportation system, including non-motorists, and prioritize safety in transportation network planning, design, construction, and operations.

Can SS4A funds be used for maintenance activities?

No, SS4A funds cannot be used for maintenance activities primarily intended to maintain a state of good repair. The focus is on safety-related infrastructure projects and initiatives.

What is the Project Cost Share?

It is a 20% funding match for all project types.



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**CITY OF JUSTIN
RESOLUTION XX-24**

A RESOLUTION OF THE CITY COUNCIL OF CITY OF JUSTIN, APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF DISH, TEXAS, THE TOWN OF PONDER, TEXAS, AND THE CITY OF KRUM, TEXAS AND AUTHORIZES THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH LOCAL IMPACT ANALYTICS FOR THE PURPOSE OF PARTICIPATING IN A FEDERAL RAILROAD SAFETY GRANT TO FUND A REGIONAL RAILROAD COMMUNICATION AND SAFETY PROJECT WITHIN THE RESPECTIVE PARTIES' JURISDICTIONS.

WHEREAS, the Cities of Justin and Krum, and the Towns of Dish and Ponder are governmental entities engaged in the protection and preservation of their community and its citizenry, which is a recognized governmental function; and,

WHEREAS, the undersigned agencies recognize the importance of enhancing railroad safety within their respective jurisdictions; and

WHEREAS, the Mayors of each municipality have worked collaboratively with BNSF and the North Central Texas Council of Governments over the last year to identify potential rail safety improvements; and

WHEREAS, federal funding opportunities through grants offer potential resources to implement such safety improvements; and

WHEREAS, collaboration among agencies is vital to effectively pursue and secure such funding; and

WHEREAS, hiring a professional grant writer is essential to prepare a competitive grant proposal for submission to federal granting agencies.

WHEREAS, the City Council finds that the passage of this resolution is in the best interest of the citizens of Justin.

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

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

SECTION 2: That the City of Justin City Council hereby approves Resolution 6XX-24, approving an Interlocal Agreement with the Town of Dish, Texas, the Town of Ponder, Texas, and the City of Krum, Texas, attached hereto as "Exhibit A", and further authorizes the City Manager to execute the Agreement with Local Impact Analytics, attached hereto as "Attachment 1", for the purpose of participating in a federal railroad safety grant to fund a regional railroad communication and safety project within the respective parties' jurisdictions.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: 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 11th day of April 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney