Tomas Mendoza, Councilmember
John Mounce, Councilmember
Chrissa Hartle, Councilmember

James Clark, Mayor Pro Tem
Jim Tate, Councilmember

Elizabeth Woodall, Mayor

CITY OF JUSTIN
CITY COUNCIL AGENDA
TUESDAY, FEBRUARY 8, 2022
415 N. COLLEGE AVE.
6:00 P.M.

CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

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

WORKSHOP SESSION

1. Discussion regarding a final plat for Reatta Ridge Phase 3 and 5, approximately 59.23 acres located approximately 1,000 feet northeast from the intersection of Range Road and Boss Range Road.

2. Discuss approval of Ordinance 719-22 amending the Fiscal Year 2021-2022 General Fund budget providing funding for city events and communications support.

3. Discussion regarding Resolution 577-22 amending the City of Justin fee schedule increasing sanitation rates by 6% in accordance with the Waste Connections service agreement.

4. Discuss baseball fields located at Community Park.

5. Discussion regarding possible amendments to the Boards, Commissions, and Committees Policy Manual.

6. Discussion regarding meeting agenda format.

7. Discussion regarding alleyways in old town.

CONVENE INTO REGULAR SESSION- Immediately Following Workshop Session

PUBLIC COMMENT

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

PUBLIC HEARING ITEMS

8. **PUBLIC HEARING:** Conduct a public hearing to consider amending the Code of Ordinances sections 4-20 and 52-1 regarding the definition of sexually oriented business.

    a. Open public hearing
    b. Close public hearing
    c. Consider and take appropriate action

9. **PUBLIC HEARING:** Conduct a public hearing to consider a Specific Use Permit for CMC Dog Training located at 117 E. 7th Street, legally described as O T JUSTIN BLK 52 LOT 2 & 3, zoned as Light-Industrial.

    a. Open public hearing
    b. Close public hearing
    c. Consider and take appropriate action

POSSIBLE ACTION ITEMS

10. Consider and take appropriate action regarding a final plat for Reatta Ridge Phase 3 and 5, approximately 59.23 acres located approximately 1,000 feet northeast from the intersection of Range Road and Boss Range Road.

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

12. Consider and take appropriate action regarding Resolution 577-22 amending the City of Justin fee schedule increasing sanitation rates by 6% in accordance with the Waste Connections service agreement.

13. Consider and take appropriate action regarding Ordinance 719-22 amending the Fiscal Year 2021-2022 General Fund budget providing funding for city events and communications support.

CONSENT

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

14. Consider and take appropriate approving City Council meeting minutes dated January 19, 2022, and January 25, 2022.

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 private consultation with the City Attorney regarding:
    - West Side Wastewater Improvement Agreement
    - Range Creek Municipal Utility District of Denton County

- Under Section 551.087, Deliberation regarding economic development negotiations:
    - Chapter 380 Agreement with OES

Convene into executive session

Adjourn into open meeting.

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

FUTURE AGENDA ITEMS

ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 2nd day of February, 2022 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews
Brittany Andrews, City Secretary

City Council Meeting

February 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #1 (Workshop) #10 (Possible Action)

Title: Consider and take appropriate action regarding a final plat for Reatta Ridge Phase 3 and 5, approximately 59.23 acres located approximately 1,000 feet northeast from the intersection of Range Road and Boss Range Road.

Department: Planning and Development

Contact: Planning and Development Director, Matt Cyr

Recommendation:

Approve as presented.

Background:

The Applicant has a plat for 216 residential lots and 5 open space lots described as Reatta Ridge PH 3 & 5. The Reatta Ridge Planned Development was approved on May 24, 2021. This changed the base zoning from SF-1 to SF-2. The platting process is the next step in development.

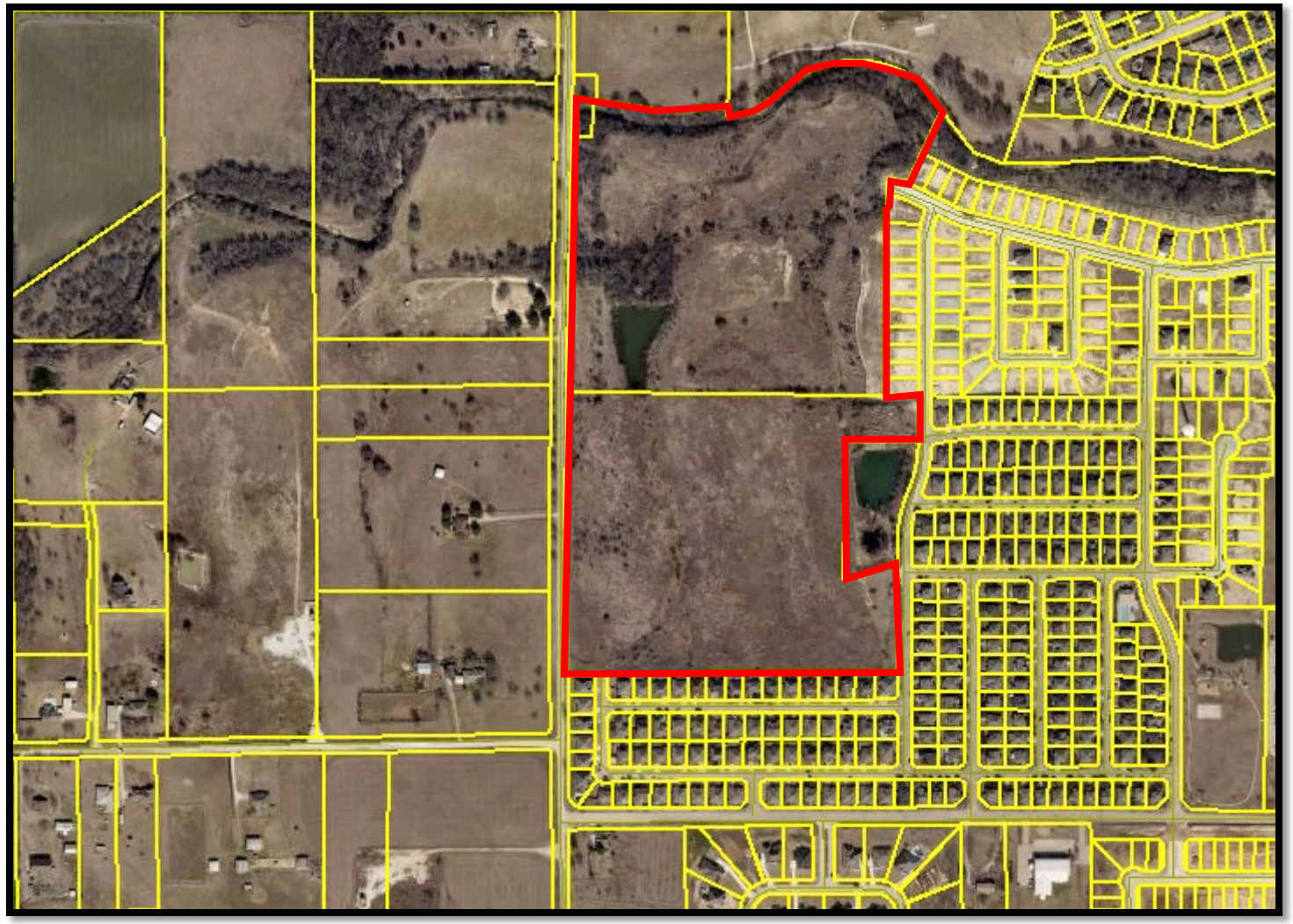
City Attorney Review: N/A

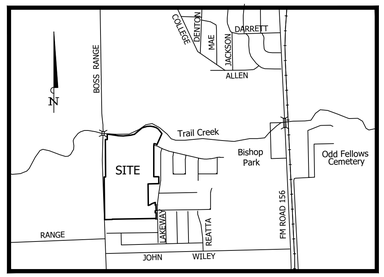
P&Z Recommendation:

P&Z unanimously recommended approval for the final plat as presented on January 18, 2022.

Attachments:

1. Aerial Map
2. Proposed Final Plat
3. Bridge Structural Documentation





VICINITY MAP
NOT TO SCALE
JUSTIN, TEXAS

Curve Table

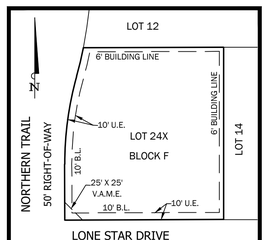
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	73.85'	430.00'	9°50'26"	N75° 08' 30"W	73.76'
C2	72.75'	370.00'	11°15'56"	N67° 27' 43"E	72.63'
C3	110.59'	430.00'	14°44'10"	N69° 11' 49"E	110.29'
C4	21.22'	370.00'	3°17'11"	N76° 06' 53"E	21.22'
C5	123.17'	510.00'	13°50'17"	N83° 18' 58"W	122.88'
C6	27.29'	510.00'	3°03'58"	N74° 51' 50"W	27.29'
C7	498.74'	700.00'	40°49'22"	S86° 15' 28"W	488.26'
C8	229.31'	400.00'	32°50'47"	S82° 16' 10"W	226.18'
C9	84.21'	1000.00'	4°49'29"	S2° 11' 36"W	84.18'
C10	84.21'	1000.00'	4°49'29"	S2° 11' 36"W	84.18'
C11	61.80'	250.00'	14°09'45"	S6° 51' 44"W	61.64'
C12	64.62'	250.00'	14°48'38"	S6° 32' 17"W	64.44'
C13	333.98'	400.00'	47°50'21"	N65° 17' 23"E	324.36'
C14	114.66'	250.00'	26°16'38"	N54° 30' 31"E	113.65'
C15	55.52'	400.00'	7°57'08"	N71° 37' 23"E	55.47'
C16	69.07'	250.00'	15°49'51"	N7° 42' 20"E	68.86'
C17	69.12'	250.00'	15°50'24"	N7° 42' 04"E	68.90'
C18	63.99'	574.68'	6°22'48"	N76° 00' 51"W	63.96'
C19	151.80'	280.00'	31°03'42"	N56° 05' 52"E	149.94'
C20	14.99'	375.00'	2°17'26"	N41° 42' 44"E	14.99'
C21	71.18'	303.61'	13°25'56"	S60° 36' 35"W	71.02'
C22	40.06'	225.00'	10°12'00"	S47° 44' 18"W	40.00'
C23	123.69'	250.00'	28°20'55"	S84° 56' 23"W	122.44'
C24	6.28'	2.00'	180°00'00"	S0° 12' 35"E	4.00'
C25	6.28'	2.00'	180°00'00"	N0° 12' 35"W	4.00'
C26	187.80'	660.00'	16°18'11"	N82° 05' 01"W	187.16'

Line Table

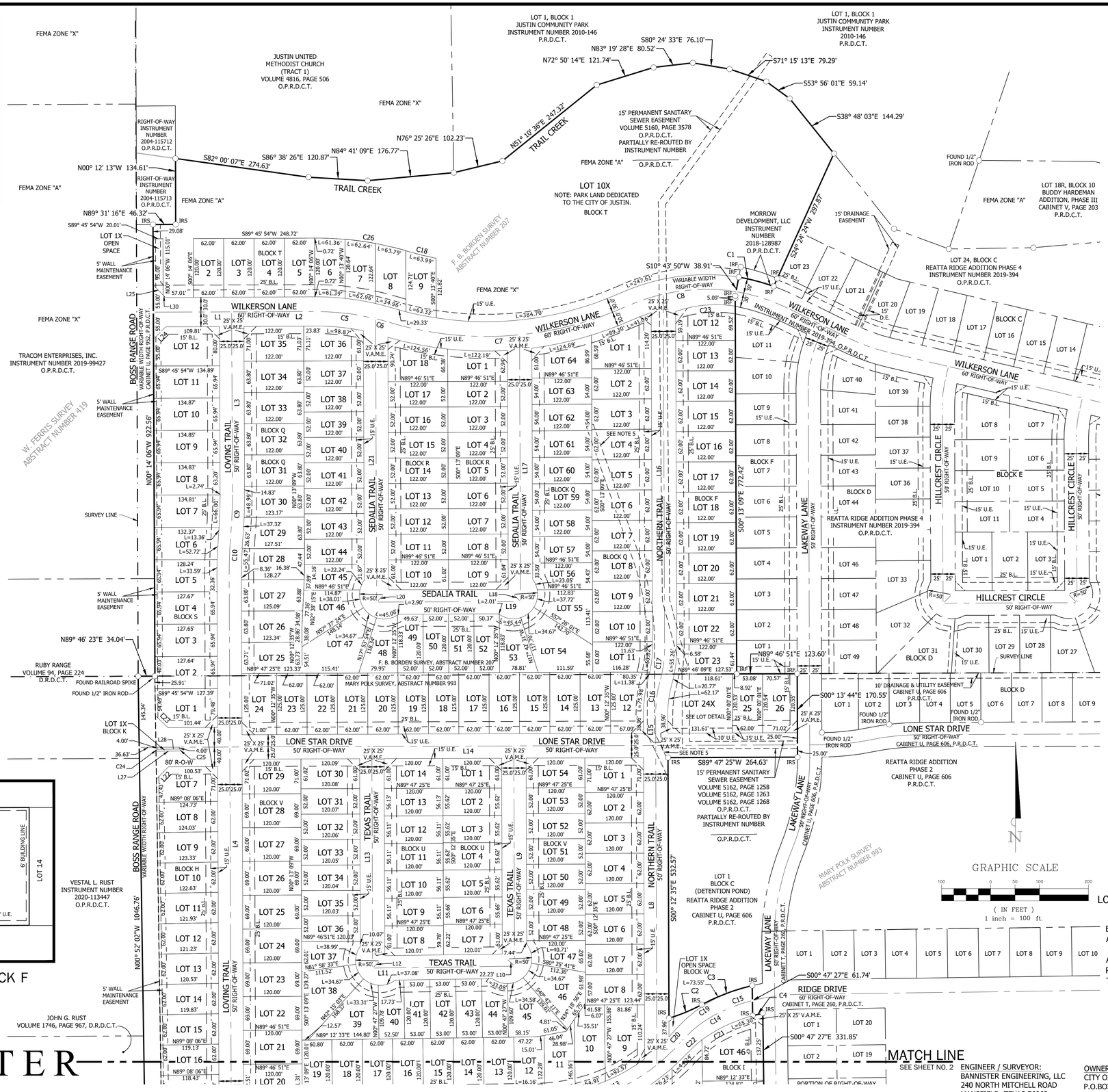
Line #	Length	Direction
L1	159.92'	S89° 45' 54"W
L2	170.82'	S89° 45' 54"W
L3	371.02'	S0° 13' 09"E
L4	1095.84'	S0° 13' 09"E
L5	20.15'	S0° 13' 09"E
L6	8.03'	S0° 52' 02"E
L7	625.10'	N89° 12' 33"E
L8	652.55'	N0° 12' 35"W
L9	449.88'	S0° 12' 35"E
L10	20.83'	N46° 16' 57"W
L11	290.01'	S89° 12' 33"W
L12	21.04'	N45° 15' 58"E
L13	452.82'	N0° 12' 35"W
L14	1344.73'	S89° 47' 25"W
L15	63.96'	N0° 12' 35"W
L16	721.58'	N0° 13' 09"W
L17	544.93'	S0° 13' 09"E
L18	21.22'	N45° 13' 28"W
L19	294.00'	S89° 47' 25"W
L20	21.21'	N44° 46' 32"E
L21	578.93'	N0° 13' 09"W
L22	35.15'	S44° 27' 45"W
L23	35.52'	S45° 36' 09"E
L24	35.43'	S44° 52' 57"W
L25	28.30'	S45° 14' 06"E
L27	45.00'	N89° 47' 25"E
L28	45.00'	S89° 47' 25"W
L30	7.06'	N45° 14' 06"W
L31	33.35'	N45° 47' 27"W
L32	27.49'	N45° 47' 27"W

LEGEND

N NORTH
S SOUTH
E EAST
W WEST
° DEGREES
' MINUTES/FEET
" SECONDS/INCHES
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
IRS = 5/8" IRON ROD WITH CAP STAMPED "RPLS 4838" SET
= DIMENSION POINT, NOTHING FOUND OR SET
R=XX' RADIUS = XX'
B.L. BUILDING LINE
U.E. UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
= STREET NAME CHANGE



LOT 24X, BLOCK F
DETAIL
SCALE: 1" = 50'



"THE PLANNING AND ZONING COMMISSION OF THE CITY OF JUSTIN, ON THE _____ DAY OF _____, 2021 VOTED AFFIRMATIVELY TO APPROVE THIS FINAL PLAT."

BY: _____
CHAIRMAN

ATTEST: _____
SECRETARY

"CITY COUNCIL OF THE CITY OF JUSTIN, ON THE _____ DAY OF _____, 2021 VOTED AFFIRMATIVELY TO APPROVE THIS FINAL PLAT."

BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY

FINAL PLAT
REATTA RIDGE ADDITION
PHASE 3 AND 5

LOTS 12 - 23, 24X, 25 - 26, BLOCK F
LOTS 7 - 19, BLOCK H; LOTS 31 - 49, BLOCK I
LOTS 1 - 64, BLOCK Q; LOTS 1 - 18, BLOCK R
LOTS 1 - 12, BLOCK S; LOTS 1X, 2 - 9 & 10X, BLOCK T
LOTS 1 - 14, BLOCK U; LOTS 1 - 54, BLOCK V; LOT 1X, BLOCK W & LOT 1X, BLOCK X

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 1, REATTA RIDGE ADDITION, AS RECORDED IN CABINET U, PAGE 952, PLAT RECORDS, DENTON COUNTY, TEXAS, AND
A PORTION OF LOT 1, BLOCK 2, REATTA RIDGE ADDITION, AS RECORDED IN CABINET R, PAGE 319, PLAT RECORDS, DENTON COUNTY, TEXAS AND A PORTION OF RIGHT-OF-WAY, AS RECORDED IN CABINET T, PAGE 260, PLAT RECORDS, DENTON COUNTY, TEXAS
TOTAL AREA: 59.227 ACRES
216 - RESIDENTIAL LOTS / 5 - OPEN SPACE LOTS
CITY OF JUSTIN, DENTON COUNTY, TEXAS
F.B. BORDEN SURVEY, ABSTRACT NO. 207 AND
MARY POLK SURVEY, ABSTRACT NO. 993
SHEET 1 OF 2

BANNISTER ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823
PROJECT NO.: 126–21–002

ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
EMAIL: Mike@bannistereng.com

OWNER:
CITY OF JUSTIN
P.O.BOX 129
JUSTIN, TEXAS 76247
PHONE: 940-648-2541

OWNER:
MORROW DEVELOPMENT, LLC
P.O.BOX 2293
MANSFIELD, TEXAS 76063
PHONE: 214-871-3339
EMAIL: GRA-SON@SWBELL.NET

DEVELOPER:
HAROLD DIXSON
3524 FAIRMONT STREET
DALLAS, TEXAS 75219
PHONE: 214-871-3339
EMAIL: GRA-SON@SWBELL.NET

LEGAL LAND DESCRIPTION:

BEING 59.227 acres (2,579,928 square feet) of land in the F. B. Borden Survey, Abstract No. 207 and Mary Polk Survey, Abstract No. 993, City of Justin, Denton County, Texas; said 59.227 acres (2,579,928 square feet) of land being a portion of that certain tract of land described as Lot 1, Block 1, Reatta Ridge Addition (hereinafter referred to as Block 1), an addition to the City of Justin, Denton County, Texas, according to the Plat thereof recorded in Cabinet U, Page 952, Plat Records, Denton County, Texas (P.R.D.C.T.) and being a portion of that certain tract of land described as Lot 1, Block 2, Reatta Ridge Addition (hereinafter referred to as Block 2), an addition to the City of Justin, Denton County, Texas, according to the Plat thereof recorded in Cabinet R, Page 319, P.R.D.C.T. and being a portion of that certain tract of land described in a Special Warranty Deed with Vendor's Lien to Reatta Ridge 56, Ltd., as recorded in Volume 5238, Page 5105, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being a portion of that certain tract of land described in a Special Warranty Deed with Vendor's Lien to Morrow Development, LLC (hereinafter referred to as Morrow Development tract), as recorded in Instrument Number 2018-128987, O.P.R.D.C.T. and being a portion of that certain tract of land described as dedication, as recorded in Cabinet T, Page 260, Plat Records, Denton County, Texas (P.R.D.C.T.); said 59.227 acres (2,579,928 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southwest corner of said Block 2, same being the East line of that certain tract of land described in a deed to John G. Rust (hereinafter referred to as Rust tract), as recorded in Volume 1746, Page 967, Deed Records, Denton County, Texas (D.R.D.C.T.), same also being in Boss Range Road (variable width right-of-way);

THENCE North 00 degrees 52 minutes 02 seconds West with the common line between said Block 2 and said Rust tract and with said Boss Range Road, pass at a distance of 311.70 feet, the Northeast corner of said Rust tract, same being the Southeast corner of that certain tract of land described in a deed to Vestal L. Rust (hereinafter referred to as Vestal Rust tract), as recorded in Instrument Number 2020-113447, O.P.R.D.C.T. and continue with said course, the common line between said Block 2 and said Vestal Rust tract and with said Boss Range Road, pass at a distance of 878.79 feet, the Northeast corner of said Vestal Rust tract, same being the Southeast corner of that certain tract of land described in a deed to Ruby Range (hereinafter referred to as Ruby Range tract), as recorded in Volume 94, Page 224, D.R.D.C.T. and continue with said course, the common line between said Block 2 and said Ruby Range tract and with said Boss Range Road for a total distance of 1046.76 feet to a railroad spike found for the Northwest corner of said Block 2, same being an angle point in the existing East right-of-way line of Boss Range Road (variable width right-of-way), as recorded in Cabinet U, Page 952, P.R.D.C.T.;

THENCE North 89 degrees 46 minutes 23 seconds East, continue with the common line between said Block 2 and said Ruby Range tract and with said Boss Range Road, a distance of 34.04 feet to a one-half inch iron rod found for the Southwest corner of said Block 1;

THENCE North 00 degrees 14 minutes 06 seconds West with the common line between said Block 1 and said Ruby Range tract and with the existing East right-of-way line of said Boss Range Road, pass at a distance of 199.33 feet, the Northeast corner of said Ruby Range tract, same being the Southeast corner of that certain tract of land described in a deed to Tracom Enterprises, Inc. (hereinafter referred to as Tracom Enterprises tract), as recorded in Instrument Number 2019-99427, O.P.R.D.C.T. and continue with said course, the common line between said Block 1 and said Tracom Enterprises tract for a total distance of 922.56 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Westerly Northwest corner of the remainder of said Block 1, same being an angle point existing East right-of-way line of Boss Range Road (variable width right-of-way), as recorded in Instrument Number 2004-115713, O.P.R.D.C.T.;

THENCE North 89 degrees 31 minutes 16 seconds East, departing the East line of said Tracom Enterprises tract, with the common line between the remainder of said Block 1 and the existing East right-of-way line of said Boss Range Road, a distance of 46.32 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE North 00 degrees 12 minutes 13 seconds West, continue with the common line between the remainder of said Block 1 and the existing East right-of-way line of said Boss Range Road, a distance of 134.61 feet to the North line of said Block 1, same being the South line of that certain tract of land described as Tract 1 in a deed to Justin United Methodist Church (hereinafter referred to as Tract 1), as recorded in Volume 4816, Page 506, O.P.R.D.C.T.;

THENCE with the common line between said Block 1 and said Tract 1 for the following **3** courses:

1. South 82 degrees 00 minutes 07 seconds East, departing the existing East right-of-way line of said Boss Range Road, a distance of 274.63 feet;

2. South 86 degrees 38 minutes 26 seconds East, a distance of 120.87 feet;

3. North 84 degrees 41 minutes 09 seconds East, a distance of 176.77 feet to the Southeast corner of said Tract 1, same being the Southwest corner of that certain tract of land described as Lot 1, Block 1, Justin Community Park (hereinafter referred to as Justin Community Park), an addition to the City of Justin, Denton County, Texas, according to the plat recorded in Instrument Number 2010-146, P.R.D.C.T.;

THENCE with the common line between said Block 1 and said Justin Community Park for the following **8** courses:

1. North 76 degrees 25 minutes 26 seconds East, a distance of 102.23 feet;

2. North 51 degrees 10 minutes 36 seconds East, a distance of 247.32 feet;

3. North 72 degrees 50 minutes 14 seconds East, a distance of 121.74 feet;

4. North 83 degrees 19 minutes 28 seconds East, a distance of 80.52 feet;

5. South 80 degrees 24 minutes 33 seconds East, a distance of 76.10 feet;

6. South 71 degrees 15 minutes 13 seconds East, a distance of 79.29 feet;

7. South 53 degrees 56 minutes 01 second East, a distance of 59.14 feet;

8. South 38 degrees 48 minutes 03 seconds East, a distance of 144.29 feet to the Northeasterly corner of the remainder of said Block 1, same being the Northwesterly corner of that certain tract of land described as Reatta Ridge Addition Phase 4, an addition to the City of Justin, Denton County, Texas, according to the plat recorded in Instrument Number 2012-394, P.R.D.C.T.;

THENCE South 24 degrees 24 minutes 25 seconds West, departing the South line of said Justin Community Park with a Westerly line of said Reatta Ridge Addition Phase 4, a distance of 280.34 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner in the existing North right-of-way of Wilkerson Lane (60' right-of-way), as recorded in Instrument Number 2019-394, P.R.D.C.T., same being the beginning of a non-tangent curve to the left, whose long chord bears North 75 degrees 08 minutes 30 seconds West, a distance of 73.76 feet;

THENCE Westerly, with the existing North right-of-way of said Wilkerson Lane, with said non-tangent curve to the left having a radius of 430.00 feet, through a central angle of 9 degrees 15 minutes 56 seconds for an arc distance of 73.85 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE South 10 degrees 43 minutes 50 seconds West, continue with the common line between said Morrow Development tract and the remainder of said Block 1, a distance of 38.91 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE South 00 degrees 13 minutes 09 seconds East, continue with the common line between said Morrow Development tract and the remainder of said Block 1, pass at a distance of 5.09 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for an angle point in the Westerly line of said Reatta Ridge Addition Phase 4, continue with said course, the common line between said Reatta Ridge Addition Phase 4 and the remainder of said Block 1 for a total distance of 772.42 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the Southeast corner of the remainder of said Block 1, same being the North line of the aforesaid Block 2;

THENCE North 89 degrees 46 minutes 51 seconds East with the common line between said Block 2 and said Reatta Ridge Addition Phase 4, a distance of 123.60 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northerly Northeast corner of the remainder of said Block 2, same being the existing West right-of-way line of Lakeway Lane (50' right-of-way), as recorded in Cabinet U, Page 606, P.R.D.C.T.;

THENCE South 00 degrees 13 minutes 44 seconds East with the common line between the remainder of said Block 2 and the existing West right-of-way line of said Lakeway Lane, a distance of 170.55 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northeast corner of that certain tract of land described as Lot 1, Block C (Detention Pond), Reatta Ridge Addition Phase 2 (hereinafter referred to as Lot 1, Block C), an addition to the City of Justin, Denton County, Texas, according to the plat recorded in Cabinet U, Page 606, P.R.D.C.T.;

THENCE with the common line between the remainder of said Block 2 and existing West right-of-way line of Lakeway Lane for the following **4** courses:

1. South 89 degrees 47 minutes 25 seconds West, a distance of 264.63 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

2. South 00 degrees 12 minutes 35 seconds East, a distance of 532.57 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a non-tangent curve to the left, whose long chord bears North 67 degrees 27 minutes 43 seconds East, a distance of 72.63 feet;

3. Northeasterly with said non-tangent curve to the left having a radius of 370.00 feet, through a central angle of 11 degrees 15 minutes 56 seconds, for an arc distance of 72.75 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a curve to the right, whose long chord bears North 69 degrees 11 minutes 49 seconds East, a distance of 110.29 feet;

4. Easterly with said curve to the right having a radius of 430.00 feet, through a central angle of 14 degrees 44 minutes 10 seconds, for an arc distance of 110.59 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the existing West right-of-way line of Ridge Drive (60' right-of-way), as recorded in Cabinet T, Page 260, P.R.D.C.T.;

THENCE South 00 degrees 47 minutes 27 seconds East with the common line between the remainder of said Block 2 and the existing West right-of-way line of said Ridge Drive, a distance of 61.74 feet to the beginning of a non-tangent curve to the right, whose long chord bears North 76 degrees 06 minutes 53 seconds East, a distance of 21.22 feet;

THENCE Easterly, continue with the common line between the remainder of said Block 2 and the existing South right-of-way line of said Ridge Drive and with said non-tangent curve to the right having a radius of 370.00 feet, through a central angle of 03 degrees 17 minutes 11 seconds, for an arc distance of 21.22 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the intersection of the existing South right-of-way line of said Ridge Drive with the existing West right-of-way line of Lakeway Drive (50' right-of-way), as recorded in Cabinet T, Page 260, P.R.D.C.T.;

THENCE South 00 degrees 47 minutes 27 seconds East, continue with the common line between the remainder of said Block 2 and the existing West right-of-way line of said Lakeway Drive, a distance of 331.85 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northeast corner of that certain tract of land described as Reatta Ridge Addition Phase 2, an addition to the City of Justin, Denton County, Texas, according to the plat recorded in Cabinet U, Page 606, P.R.D.C.T.;

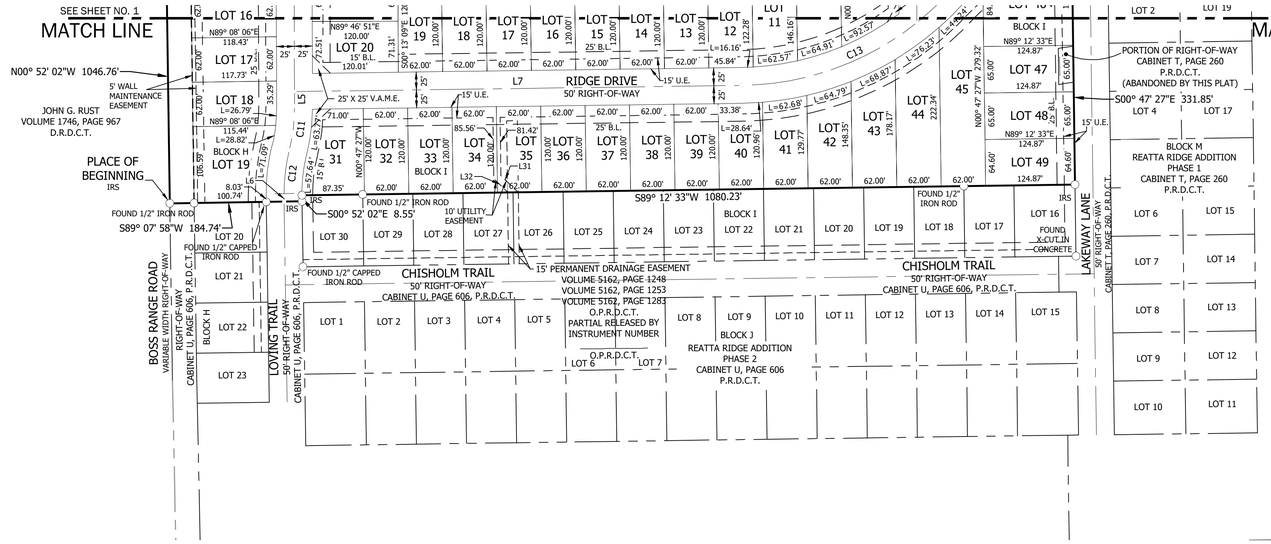
THENCE South 89 degrees 12 minutes 33 seconds West, departing the existing West right-of-way line of said Lakeway Lane, with the common line between the remainder of said Block 2 and the North line of said Reatta Ridge Addition Phase 2, a distance of 1080.23 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

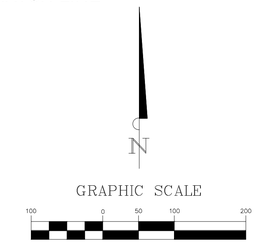
THENCE South 00 degrees 52 minutes 02 seconds East, continue with the common line between the remainder of said Block 2 and the North line of said Reatta Ridge Addition Phase 2, a distance of 8.55 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE South 89 degrees 07 minutes 58 seconds West, continue with the common line between the remainder of said Block 2 and the North line of said Reatta Ridge Addition Phase 2, a distance of 184.74 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 59.227 acres (2,579,928 square feet) of land.

BANNISTER ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

PROJECT NO.: 126-18-001





LEGEND

N	NORTH
S	SOUTH
E	EAST
W	WEST
°	DEGREES
'	MINUTES/FEET
"	SECONDS/INCHES

O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS

P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS

IRS = 5/8" IRON ROD WITH CAP STAMPED "RPLS 4838" SET

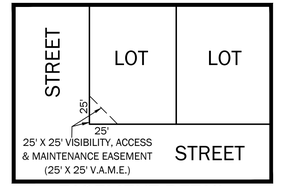
⚬ = DIMENSION POINT, NOTHING FOUND OR SET

R=XX' RADIUS = XX'

B.L. BUILDING LINE

U.E. UTILITY EASEMENT

D.E. DRAINAGE EASEMENT



EASEMENT DETAIL
NOT TO SCALE

OWNER'S DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT **MORROW DEVELOPMENT, LLC and City of Justin**, does hereby adopt this plat, designating the herein described property as **REATTA RIDGE ADDITION PHASE 3 AND 5**, an addition to the City of Justin, Denton County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys and floodway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or place upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use the same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance of efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility.)
Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location and installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Justin, Texas.

WITNESS, By hand at _____ County, Texas, this the _____ day of _____, 2021.

MORROW DEVELOPMENT, LLC, a Texas limited liability company

_____

Name: Harold Dixson, Managing Partner

CITY OF JUSTIN

_____

Name:

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Harold Dixson, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

_____ _____

Notary Public in and for Tarrant County

My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

_____ _____

Notary Public in and for Tarrant County

My Commission Expires: _____

SURVEYORS CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

That I, Michael Dan Davis, a Registered Professional Land Surveyor in the State of Texas do hereby certify that I have prepared this plat from an actual on the ground survey of the land, and the monuments shown hereon were found and/or placed under my personal supervision in accordance with the platting rules and regulations of the City of Justin, Texas.

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

Michael Dan Davis DATE:
Registered Professional Land Surveyor No. 4838
BANNISTER ENGINEERING, LLC
T.B.P.L.S. REGISTRATION NO. 10193823
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
Office (817) 842-2094

STATE OF TEXAS OF MICHAEL DAVIS 4838 REGISTERED PROFESSIONAL LAND SURVEYOR PRELIMINARY NOT FOR CONSTRUCTION PURPOSES

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael Dan Davis, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

_____ _____

Notary Public in and for Dallas County

My Commission Expires: _____

GENERAL NOTES:

1. All bearings shown herein are based upon the Texas State Plane Coordinate System, NAD83 (CORS), Texas North Central Zone (4202). All distances shown herein are surface distances.

2. Notice: Selling a portion of any lot in this addition by metes and bounds is a violation of state law and City Ordinance and is subject to penalties imposed by law.

3. According to surveyor's interpretation of information shown on the National Flood Insurance Program (NFIP) "Flood Insurance Rate Map" (FIRM), Community Panel No. 48121C0485G, dated April 18, 2011. The property appears to lie within Zone "X", defined as "Areas determined to be outside the 0.2% annual chance floodplain" zone and within Zone "A" (Shaded), defined as "No Base Flood Elevations Determined" zone as defined by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, or the Federal Emergency Management Agency.

The above referenced "FIRM" map is for use in administering the "NFIP"; it does not necessarily show all areas subject to flooding, particularly from local sources of small size, which could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. There may be other streams, creeks, low areas, drainage systems or other surface or subsurface conditions existing on or near the subject property which are not studied or addressed as a part of the "NFIP".

4. All lot corners (Original Monumentation) shall be iron rods set (IRS) are 5/8-inch with a red plastic cap stamped "RPLS 4838".

5. 15' Permanent Drainage Easement, as recorded in Volume 5160, Page 3586, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), released by Instrument Number _____, O.P.R.D.C.T.

"THE PLANNING AND ZONING COMMISSION OF THE CITY OF JUSTIN, ON THE _____ DAY OF _____, 2021 VOTED AFFIRMATIVELY TO APPROVE THIS FINAL PLAT."

BY: _____
CHAIRMAN

ATTEST: _____
SECRETARY

"CITY COUNCIL OF THE CITY OF JUSTIN, ON THE _____ DAY OF _____, 2021 VOTED AFFIRMATIVELY TO APPROVE THIS FINAL PLAT."

BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY

FINAL PLAT
REATTA RIDGE ADDITION
PHASE 3 AND 5

LOTS 12 - 23, 24X, 25 - 26, BLOCK F
LOTS 7 - 19, BLOCK H; LOTS 31 - 49, BLOCK I
LOTS 1 - 64, BLOCK Q; LOTS 1 - 18, BLOCK R
LOTS 1 - 12, BLOCK S; LOTS 1X, 2 - 9 & 10X, BLOCK T
LOTS 1 - 14, BLOCK U; LOTS 1 - 54, BLOCK V; LOT 1X, BLOCK W
& LOT 1X, BLOCK X

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 1, REATTA RIDGE ADDITION, AS RECORDED IN CABINET U, PAGE 952, PLAT RECORDS, DENTON COUNTY, TEXAS, AND
A PORTION OF LOT 1, BLOCK 2, REATTA RIDGE ADDITION, AS RECORDED IN CABINET R, PAGE 319, PLAT RECORDS, DENTON COUNTY, TEXAS AND A PORTION OF RIGHT-OF-WAY, AS RECORDED IN CABINET T, PAGE 260, PLAT RECORDS, DENTON COUNTY, TEXAS
TOTAL AREA: 59.227 ACRES
216 - RESIDENTIAL LOTS / 5 - OPEN SPACE LOTS
CITY OF JUSTIN, DENTON COUNTY, TEXAS
F.B. BORDEN SURVEY, ABSTRACT NO. 207 AND
MARY POLK SURVEY, ABSTRACT NO. 993
SHEET 2 OF 2

ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
EMAIL: Mike@bannistereng.com

OWNER:
CITY OF JUSTIN
P.O.BOX 129
JUSTIN, TEXAS 76247
PHONE: 940-648-2541

OWNER:
MORROW DEVELOPMENT, LLC
P.O.BOX 2293
MANSFIELD, TEXAS 76063
PHONE: 214-871-3339
EMAIL: GRA-SON@SWBELL.NET

DEVELOPER:
HAROLD DIXSON
3524 FAIRMONT STREET
DALLAS, TEXAS 75219
PHONE: 214-871-3339
EMAIL: GRA-SON@SWBELL.NET

GENERAL STRUCTURAL NOTES

A. GENERAL

1. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE STRUCTURAL ENGINEERS IN THIS OR SIMILAR LOCALITIES. THEY ASSUME THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKMEN WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
2. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, LAGGING, SHORING, BRACING, FORM-WORK, ETC. AS REQUIRED FOR THE PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. CONSTRUCTION MATERIALS SHALL BE UNIFORMLY SPREAD OUT SUCH THAT DESIGN LIVE LOAD PER SQUARE FOOT AS NOTED HEREIN IS NOT EXCEEDED.
3. DESIGN OF ITEMS NOT PART OF THE PRIMARY STRUCTURAL SYSTEM (SUCH AS STAIRS, RAILINGS, NON-STRUCTURAL WALLS) AND PREFABRICATED STRUCTURAL ITEMS (SUCH AS FLOOR, ROOF TRUSSES) SHALL BE PROVIDED BY OTHERS UNLESS SPECIFICALLY NOTED ON THESE DRAWINGS. REFER TO SUBMITTALS SECTION FOR ITEMS THAT MUST BE SUBMITTED FOR REVIEW AND FOR SUBMITTAL REQUIREMENTS.
4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS WITH ARCH'L. DRAWINGS AND RESOLVE ANY DISCREPANCIES WITH THE ARCHITECT PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCH'L., MECH., PLUMBING AND ELECTRICAL WITH APPROPRIATE TRADES, DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.
5. TYPICAL DETAILS AND NOTES SHALL APPLY, THOUGH NOT NECESSARILY INDICATED AT A SPECIFIC LOCATION ON PLANS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT. DETAILS MAY SHOW ONLY ONE SIDE OF CONNECTION OR MAY OMIT INFORMATION FOR CLARITY.
6. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS.
7. STANDARDS AND CODE REFERENCES NOTED IN THESE CONSTRUCTION DOCUMENTS REFER TO THE EDITIONS ADOPTED BY THE BUILDING CODE SPECIFIED IN THE BASIS FOR DESIGN. REFERENCES NOT SPECIFICALLY ADOPTED BY SAID BUILDING CODE REFER TO THE LATEST EDITION.
8. ALL INSPECTIONS REQUIRED BY THE BUILDING CODES, JURISDICTION, OR THESE PLANS SHALL BE PROVIDED BY AN INDEPENDENT INSPECTION COMPANY OR THE BUILDING DEPARTMENT. SITE VISITS BY THE ENGINEER DO NOT CONSTITUTE AN INSPECTION.

B. BASIS FOR DESIGN

1. BUILDING CODE: INTERNATIONAL BUILDING CODE 2018
2. ROOF LOADS: DEAD LOAD: 15 PSF; LIVE LOAD (REDUCIBLE): 20 PSF
3. WIND LOADS: 105 MPH BASIC WIND SPEED (Vasd = 77 MPH)
   EXPOSURE C
   INTERNAL PRESSURE COEFFICIENT (GCpi) = 0.18
   COMPONENT AND CLADDING WIND PRESSURE PER ASCE7-16
4. SNOW LOADS: NONE
5. RISK CATEGORY: RISK CATEGORY II
   SEISMIC IMPORTANCE FACTOR = 1.0

C. FOUNDATION

1. FOUNDATIONS DESIGNED PER RECOMMENDATIONS BY GEE CONSULTANTS, INC, REPORT NO. M-121-0132.1g, DATED AUGUST 20, 2021 AND SUPPLEMENTAL REPORT DATED DECEMBER 3, 2021. SITE PREPARATION, GRADING, TESTS, INSPECTIONS, FIELD OBSERVATIONS, OR APPROVAL FROM THE GEOTECHNICAL ENGINEER RECOMMENDED BY THE GEOTECHNICAL REPORT AND ANY ADDENDA SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF FOUNDATIONS.
2. ALLOWABLE DEAD PLUS LIVE LOAD SOIL PRESSURE = FOR END BEARING OF DRILLED SHAFT = 27,500 PSF. ALLOWABLE SKIN FRICTION (COMPRESSION) = 3,250 PSF. ALLOWABLE SKIN FRICTION (TENSION) = 1,500 IN LIMESTONE LAYER.
3. FOOTING EXCAVATIONS SHALL BE CLEAN AND FREE FROM LOOSE DEBRIS, STANDING WATER, OR UNCOMPACTED MATERIAL AT TIME OF CONCRETE PLACEMENT.
4. TRENCHES AND EXCAVATIONS UNDER OR ADJACENT TO FOUNDATIONS SHALL BE PROPERLY BACKFILLED AND COMPACTED.
5. WATER PROOFING AS MAY BE REQUIRED AT SOIL FACE OF WALLS BELOW GRADE SHALL BE BY OTHERS.

D. CONCRETE

1. ALL CONCRETE CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH ACI 318 AND ACI 301, EXCEPT AS MODIFIED BY THE CONSTRUCTION DOCUMENTS.
2. MIN. 28 DAY COMPRESSIVE STRENGTH, f'c, SHALL BE 4500 PSI AND MAX. WATER/CEMENT RATIO SHALL BE 0.45 FOR ALL CONCRETE IN CONTACT WITH SOIL.
3. CONCRETE MIXES SHALL BE DESIGNED BY A CERTIFIED LABORATORY, STAMPED BY AN APPROPRIATELY LICENSED SPECIALTY ENGINEER, AND APPROVED BY THE ENGINEER OF RECORD. MIX DESIGNS SHALL INCLUDE THE PROJECT NAME AND INDICATE THEIR USE WITHIN THE STRUCTURE. MIX DESIGNS SHALL BE PROPORTIONED TO MINIMIZE SHRINKAGE AND HAVE PROVEN SHRINKAGE CHARACTERISTICS OF 0. 05% OR LESS BASED ON TESTING PER ASTM C157.
4. IF USED, EARLY STRENGTH CONCRETE SHALL BE PROPORTIONED TO DEVELOP THE 28 DAY COMPRESSIVE STRENGTH AT THE AGE REQUIRED BY THE CONTRACTOR. CONTRACTOR SHALL SUBMIT TEST DATA FOR REVIEW BY THE STRUCTURAL ENGINEER TO SUBSTANTIATE THE CONCRETE STRENGTH AT THE REQUIRED AGE.
5. ALL CONCRETE SHALL BE NORMAL WEIGHT OF 145 POUNDS PER CUBIC FOOT USING HARD ROCK AGGREGATES CONFORMING TO ASTM C33 U.N.O. WHERE LIGHTWEIGHT CONCRETE IS SPECIFIED, CONCRETE SHALL BE 110 POUNDS PER CUBIC FOOT USING AGGREGATES CONFORMING TO ASTM C330. THE AGGREGATE IN THE CONCRETE SHALL BE WELL GRADED. THE NOMINAL MAXIMUM SIZE OF THE COARSE AGGREGATE SHALL BE 1 1/2" FOR SLABS ON GRADE (1 1/2" MIX) AND 3/4" OR LESS FOR ALL OTHER CONCRETE, U.N.O.
6. MAX. SLUMP SHALL BE 5 INCHES (EXCEPTION: WHERE ADMIXTURES/PLASTICIZERS HAVE BEEN INCLUDED IN MIX DESIGN TO IMPROVE WORKABILITY, SLUMP LIMIT SHALL BE BASED ON ADMIXTURE MFR.'S RECOMMENDATIONS). MIX WATER SHALL BE CLEAN AND POTABLE.
7. PORTLAND CEMENT SHALL CONFORM TO ASTM C150. IF SULFATES ARE PERSENT, TYPE V CEMENT IS REQUIRED.

D. CONCRETE (CONT'D.)

8. FLY ASH MAY BE USED IN CONCRETE, SUBJECT TO APPROVAL BY THE ARCHITECT, PROVIDED THE FOLLOWING CONDITIONS ARE MET:

8.1. FLY ASH SHALL COMPLY WITH ASTM C618.

8.2. CEMENT CONTENT SHALL BE REDUCED A MINIMUM OF 15 PERCENT UP TO A MAXIMUM OF 25 PERCENT WHEN COMPARED TO AN EQUIVALENT CONCRETE MIX DESIGN WITHOUT FLY ASH. FLY ASH CONTENT SHALL NOT COMPRISE MORE THAN 35 PERCENT OF THE TOTAL CEMENTITIOUS CONTENT. THE WATER-CEMENT RATIO SHALL BE CALCULATED BASED ON THE TOTAL CEMENTITIOUS MATERIAL IN THE MIX.

8.3. CLASS F FLY ASH SHALL BE USED IN SULFATE RESISTANT CONCRETE WITH f'c EQUAL TO OR GREATER THAN 4000 PSI. CLASS C FLY ASH MAY BE USED ELSEWHERE.

9. WATER SOLUBLE CHLORIDE ION CONCENTRATIONS IN CONCRETE SHALL BE LIMITED PER ACI 318, SECTION 19.3.2.1, EXPOSURE CLASS "C1".
10. TIME BETWEEN CONCRETE BATCHING AND PLACEMENT SHALL BE IN ACCORDANCE WITH ASTM C94.
11. CONCRETE MIXING, PLACEMENT AND QUALITY SHALL BE PER ACI 318. SYSTEMATICALLY MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED. SLABS ON GRADE NEED BE VIBRATED ONLY AROUND AND UNDER FLOOR DUCTS OR SIMILAR ELEMENTS. REMOVE ALL DEBRIS FROM FORMS BEFORE PLACING CONCRETE. CONCRETE SHALL NOT BE DROPPED THROUGH REINFORCING STEEL SO AS TO CAUSE SEGREGATION OF AGGREGATES. UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED 5 FEET.
12. PROTECT CONCRETE FROM DAMAGE OR REDUCED STRENGTH DUE TO COLD OR HOT WEATHER IN ACCORDANCE WITH ACI 305 AND 306. CONTRACTOR SHALL TAKE SPECIAL CURING PRECAUTIONS TO MINIMIZE SHRINKAGE CRACKING OF CONCRETE SLABS.
13. ALL ITEMS TO BE CAST IN CONCRETE SUCH AS REINFORCEMENT, DOWELS, BOLTS, ANCHORS, SLEEVES, ETC., SHALL BE SECURELY POSITIONED IN THE FORMS.
14. MECH., ELECT., AND PLUMBING PENETRATIONS / EMBEDDED CONDUITS SHALL COMPLY WITH THE FOLLOWING:

14.1. ELECTRICAL CONDUITS MAY BE EMBEDDED IN STRUCTURAL CONCRETE ONLY AS NOTED IN TYPICAL DETAILS FOR WALLS AND CAST-IN-PLACE ELEVATED SLABS (EMBEDDED CONDUITS IN CONCRETE OVER STEEL DECK ARE NOT PERMITTED) OR WHERE SPECIFICALLY APPROVED IN WRITING BY THE ENGINEER. PIPING SHALL NOT BE EMBEDDED IN STRUCTURAL CONCRETE U.N.O. EMBEDDED ITEMS SHALL NOT IMPAIR THE STRENGTH OF THE MEMBER.

15. CONSTRUCTION JOINT SURFACES SHALL BE CLEANED AND LAITANCE REMOVED. HORIZONTAL JOINT SURFACES SHALL BE ROUGHENED TO 1/4" AMPLITUDE. THOROUGHLY WET ALL JOINT SURFACES AND REMOVE STANDING WATER IMMEDIATELY PRIOR TO NEW CONCRETE PLACEMENT.
16. CONCRETE SHALL BE CURED IN ACCORDANCE WITH ACI 318, SECTION 26.5.3.2, UNLESS ALTERNATE METHODS HAVE BEEN APPROVED BY THE ARCHITECT AND ENGINEER. WHERE CURING COMPOUNDS HAVE BEEN APPROVED FOR SLAB CURING, CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING COMPATIBILITY OF COMPOUNDS WITH ANTICIPATED FLOOR FINISH (e.g., RESILIENT TILE) PRIOR TO CURING COMPOUND APPLICATION.

E. REINFORCING STEEL

1. REINFORCING STEEL SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH CURRENTLY ADOPTED ACI 318 AND CRSI'S MANUAL OF STANDARD PRACTICE.
2. REINFORCING STEEL SHALL CONFORM TO ASTM A615 OR ASTM A706 (A706 REQUIRED FOR ALL REINFORCING TO BE WELDED) AND SHALL BE GRADE 60 (f_y = 60 KSI) DEFORMED BARS U.N.O. REINFORCING IN SLABS ON GRADE MAY BE GRADE 40 (f_y = 40 KSI) DEFORMED BARS FOR ALL BARS #4 AND SMALLER U.N.O. ON PLANS OR DETAILS.
3. ALL DIMENSIONS SHOWING THE LOCATION OF REINFORCING STEEL NOT NOTED AS "CLEAR" OR "CLR." ARE TO CENTER OF STEEL. CLEAR COVER FOR NON-PRESTRESSED CONCRETE REINFORCING SHALL BE AS NOTED BELOW, U.N.O. ON PLANS OR DETAILS. CLEAR COVER FOR PRESTRESSED CONCRETE AND FOR PRECAST CONCRETE MANUFACTURED UNDER PLANT CONTROL CONDITIONS SHALL BE PER ACI 318, SECTIONS 20.6.1.3.2 AND 20.6.1.3.3, RESPECTIVELY.

EXPOSURE CONDITION:	COVER:
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"
EXPOSED TO EARTH OR WEATHER (INCLUDING SLABS ON GRADE)	
NO. 5 AND SMALLER	1 1/2"
NO. 6 AND LARGER	2"
NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND	
STRUCTURAL SLABS, WALLS, JOISTS	
NO. 11 AND SMALLER	3/4"
NO. 14 AND LARGER	1 1/2"
BEAMS, COLUMNS (PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS)	1 1/2"

4. LAP SPLICES OF REINFORCING STEEL SHALL CONFORM TO TYPICAL REBAR LAP SCHEDULE U.N.O. NO TACK WELDING OF REINFORCING BARS ALLOWED. LATEST ACI CODE AND DETAILING MANUAL APPLY. AT WALLS AND FOOTINGS, PROVIDE BENT CORNER BARS TO MATCH AND LAP WITH HORIZ. BARS AT ALL CORNERS AND INTERSECTIONS U.N.O. VERT. WALL BARS SHALL BE SPLICED AT OR NEAR FLOOR LINES. SPLICE TOP BARS AT CENTER LINE OF SPAN AND BOTTOM BARS AT THE SUPPORT IN SPANDRELS, BEAMS, GRADE BEAMS, ETC., U.N.O. ON PLANS OR DETAILS.
5. MECHANICAL SPLICE COUPLERS SHALL HAVE CURRENT ICC APPROVAL AND SHALL BE CAPABLE OF DEVELOPING 125% OF THE SPLICED BAR'S YIELD STRENGTH.
6. ALL REINFORCING SHALL BE BENT COLD. BARS SHALL NOT BE UN-BENT AND RE-BENT. FIELD BENDING OF REBAR SHALL NOT BE ALLOWED UNLESS SPECIFICALLY NOTED.
7. WELDING OF REINFORCING BARS, METAL INSERTS, AND CONNECTIONS SHALL BE MADE ONLY AT LOCATIONS SHOWN ON PLANS OR DETAILS. SEE WELDING SECTION OF G.S.N. FOR ADDITIONAL REQUIREMENTS.
8. REINFORCING BAR SPACINGS SHOWN ON PLANS ARE MAX. ON CENTER DIMENSIONS. DOWEL ALL VERT. REINFORCING TO FOUNDATION. SECURELY TIE ALL BARS IN LOCATION BEFORE PLACING CONCRETE. MIN. CLEAR SPACING BETWEEN PARALLEL REINFORCEMENT SHALL BE THE LARGER OF 1-1/2 TIMES NOMINAL BAR DIA. OR 1-1/3 TIMES MAX. AGGREGATE SIZE OR 1-1/2". CLEAR SPACING LIMITATION APPLIES ALSO TO CLEAR DISTANCE BETWEEN A CONTACT LAP SPLICE AND ADJACENT SPLICES OR BARS.

F. STRUCTURAL STEEL

1. STRUCTURAL STEEL MEMBERS SHALL CONFORM TO THE FOLLOWING STANDARDS AND MATERIAL PROPERTIES U.N.O:

SHAPE:	STANDARD:	Fy:
ROLLED WIDE FLANGE SECTIONS	ASTM A992	50 KSI
OTHER STANDARD STEEL SHAPES AND ROLLED SECTIONS	ASTM A36	36 KSI
BARS AND PLATES	ASTM A36	36 KSI
	OR	
	ASTM A572, GRADE 50 (WHERE NOTED)	50 KSI
PIPES	ASTM A53, GRADE B	35 KSI
HSS (RECT.)	ASTM A500, GRADE C OR ASTM A1085	50 KSI
HSS (ROUND)	ASTM A500, GRADE C OR ASTM A1085	46 KSI

F. STRUCTURAL STEEL (CONT'D.)

2. ALL STRUCTURAL AND MISC. STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH AISC 303 AND SHALL BE COMPLETED BY AN "APPROVED STEEL FABRICATOR." SHOP DRAWINGS AND ERECTION DRAWINGS SHALL INCLUDE ALL ITEMS AS REQUIRED BY AISC 360, SECTION M1.
3. SHEAR CONNECTORS (SUCH AS HEADED STEEL STUDS, STEEL BARS, OR STEEL LUGS), REINFORCING BARS, DEFORMED ANCHORS, OR THREADED STUDS SHALL NOT BE ATTACHED TO THE TOP FLANGES OF BEAMS, JOISTS, OR BEAM ATTACHMENTS SO THAT THEY PROJECT VERTICALLY FROM OR HORIZONTALLY ACROSS THE TOP FLANGE OF THE MEMBER UNTIL AFTER THE METAL DECKING, OR OTHER WALKING/WORKING SURFACE, HAS BEEN INSTALLED.

G. STRUCTURAL STEEL WELDING

1. ALL WELDING OF STRUCTURAL STEEL SHALL CONFORM TO AISC 360, SECTION J2 AND FOLLOW THE PREQUALIFIED JOINT DETAILS INCLUDED THEREIN. WELDING OF JOINTS THAT INCLUDE REINFORCING STEEL SHALL CONFORM TO AWS D1.4.
2. WELDING SHALL BE PERFORMED BY WELDERS HOLDING VALID CERTIFICATES AND HAVING CURRENT EXPERIENCE IN THE TYPE OF WELD SHOWN ON THE DRAWINGS. CONTRACTOR MAY SHOP WELD OR FIELD WELD AT HIS DISCRETION. ALL COMPLETE-JOINT-PENETRATION (CJP) WELDS SHALL BE TESTED AND CERTIFIED BY AN INDEPENDENT TESTING LABORATORY.
3. ALL WELDING SHALL USE PREQUALIFIED MATCHING FILLER METALS PER AWS D1.1, TABLE 3.1, WITH A MIN. TENSILE STRENGTH OF 70 KSI U.N.O. WELDS BETWEEN REINFORCING BARS SHALL USE PREQUALIFIED MATCHING FILLER METALS PER AWS D1.4, TABLE 5.1, WITH A MIN. TENSILE STRENGTH OF 90 KSI U.N.O. (MIN. TENSILE STRENGTHS FOR FILLER METALS USED IN WELDS BETWEEN REINFORCING BARS AND STRUCTURAL STEEL MAY BE 70 KSI).
4. WELDING SHALL BE PERFORMED IN ACCORDANCE WITH A WELDING PROCEDURE SPECIFICATION (WPS) AS REQUIRED IN AWS D1.1. THE WPS VARIABLES SHALL BE WITHIN THE PARAMETERS ESTABLISHED BY THE FILLER METAL MANUFACTURER. THE WPS SHALL BE SUBMITTED TO THE OWNER'S TESTING AGENCY FOR REVIEW PRIOR TO FABRICATION AND ERECTION. COPIES OF THE WPS SHALL BE ON SITE AND AVAILABLE TO ALL WELDERS AND THE SPECIAL INSPECTOR.
5. WELD LENGTHS CALLED OUT ON PLANS OR DETAILS ARE MINIMUM NET EFFECTIVE LENGTHS U.N.O.
6. ALL MISC. FILLET WELDS NOT NOTED, INCLUDING THOSE FOR STIFFENERS, MISC. PLATES, ETC., SHALL BE PER AISC 360, TABLE J2.4.
7. WELDS SHALL BE SEQUENCED TO MINIMIZE RESIDUAL STRESS DUE TO WELD SHRINKAGE.

H. STRUCTURAL STEEL BOLTS, ANCHORS, HEADED STUDS

1. STRUCTURAL STEEL BOLTS, ANCHORS, ETC., SHALL CONFORM TO THE FOLLOWING STANDARDS AND MATERIAL PROPERTIES U.N.O:

COMPONENT:	STANDARD:	Fy:
BOLTS	ASTM F3125, GRADE A325	---
	OR GRADE A490 WHERE NOTED	---
NUTS	ASTM A563	---
WASHERS	ASTM F436	---
ANCHOR RODS	ASTM F1554, GRADE 36	36 KSI
	OR GRADE 55 WHERE NOTED	55 KSI
	OR GRADE 105 WHERE NOTED (GRADE 55 RODS SHALL COMPLY WITH WELDABILITY SUPPLEMENT S1)	105 KSI
WASHERS (AT ANCHOR RODS)	ASTM A36	36 KSI
	OR ASTM F844 (USS STANDARD) (F844 WASHERS PERMITTED ONLY FOR 3/4" DIA. RODS AT 1 1/16" MAX. DIA. PUNCHED HOLES IN BASE PLATE WHERE NO WELD REQ'D BETWEEN WASHER AND BASE PLATE)	---

2. ALL BOLTS SHALL BE INSTALLED AS SNUG-TIGHTENED JOINTS WITH THREADS EXCLUDED FROM SHEAR PLANE (TYPE "X" CONNECTION) U.N.O. HIGH-STRENGTH BOLT ASSEMBLIES SHALL BE IN ACCORDANCE WITH THE RCSC "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS" AND SHALL BE SNUG TIGHTENED USING ANY AISC APPROVED METHOD U.N.O. ALL BOLTS IN SLOTTED OR OVERSIZED HOLES AND ALL HIGH-STRENGTH BOLTS SHALL BE INSTALLED WITH HARDENED WASHERS.
3. HEADED STEEL STUDS AND AUTOMATIC WELDED DOWELS SHOWN ON PLANS OR DETAILS SHALL BE BY NELSON STUD WELDING, INC., PER ICC ESR-2856 AND ICC ESR-2907, RESPECTIVELY. STUDS SHALL HAVE FLUXED ENDS AND BE AUTOMATICALLY END-WELDED WITH SUITABLE EQUIPMENT (NO FILLET WELDING OF STUDS PERMITTED U.N.O.) AT SPACINGS INDICATED ON THE PLANS OR DETAILS. WELDING OF STUDS SHALL CONFORM TO THE REQUIREMENTS OF AWS D1.1 AND AWS C5.4. HEADED STUDS AND AUTOMATIC WELDED DOWELS BY OTHER MANUFACTURERS MAY BE SUBSTITUTED PROVIDED THEY ARE OF EQUIVALENT CAPACITY FOR THE INTENDED APPLICATION AND HAVE CURRENT ICC APPROVAL.

I. SPECIAL INSPECTION

1. IN ADDITION TO STANDARD INSPECTIONS BY THE BUILDING OFFICIAL REQUIRED PER IBC SECTION 110, THE OWNER SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS WHO SHALL PROVIDE INSPECTIONS DURING CONSTRUCTION FOR THE TYPES OF WORK LISTED IN THIS SECTION.
2. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE SPECIAL INSPECTOR AT LEAST 24 HOURS NOTICE PRIOR TO PERFORMING ANY WORK REQUIRING SPECIAL INSPECTION.
4. THE SPECIAL INSPECTOR SHALL INSPECT THE WORK ASSIGNED FOR CONFORMANCE WITH THE APPROVED CONTRACT DRAWINGS AND SPEC'S. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE ENGINEER OF RECORD, AND OTHER DESIGNATED PERSONS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN, IF UNCORRECTED, TO THE ENGINEER AND THE BUILDING OFFICIAL. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPEC'S AND THE APPLICABLE CODE PROVISIONS.
5. INSPECTORS SHALL INSPECT FROM AN APPROVED SET OF CONTRACT DRAWINGS. SHOP DRAWINGS SHALL NOT BE USED IN LIEU OF THE APPROVED CONTRACT DRAWINGS FOR INSPECTION PURPOSES.

I. SPECIAL INSPECTION (CONT'D.)

6. TYPES OF WORK TO BE INSPECTED BY THE SPECIAL INSPECTOR ARE AS FOLLOWS:

6.1. CONCRETE CONSTRUCTION PER IBC SECTION 1705.3 AND TABLE 1705.3.
EXCEPTION: SPECIAL INSPECTIONS SHALL NOT BE REQ'D. FOR:
1. ISOLATED SPREAD OR CONTINUOUS CONCRETE FOOTINGS SUPPORTING WALLS OF BUILDINGS (3) STORIES OR LESS IN HEIGHT WHOSE STRUCTURAL DESIGN IS BASED ON A 28 DAY DESIGN COMPRESSIVE STRENGTH, f'c, OF NO GREATER THAN 2500 PSI.
2. POST-TENSIONED SLABS ON GRADE WHERE EFFECTIVE PRESTRESS IN THE CONCRETE IS LESS THAN 150 PSI.

CONCRETE CONSTRUCTION SPECIAL INSPECTIONS			
	VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC
1.	INSPECTION OF REINFORCING STEEL.	-	X
2.	INSPECT ANCHORS CAST IN CONCRETE	-	X
3.	VERIFYING USE OF REQUIRED DESIGN MIX.	-	X
4.	PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	-
5.	INSPECTION OF CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X	-
6.	VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	-	X
7.	INSPECTION OF FORM WORK FOR SHAPE, LOCATION, AND DIMENSION OF THE CONCRETE MEMBER BEING FORMED.	-	X

6.2. STEEL CONSTRUCTION AND WELDING PER IBC SECTION 1705.2.

STEEL CONSTRUCTION SPECIAL INSPECTIONS		
INSPECTION OF HIGH-STRENGTH BOLTING		
INSPECTION TASKS PRIOR TO BOLTING	CONTINUOUS	PERIODIC
MANUFACTURER'S CERTIFICATIONS AVAILABLE FOR FASTENER MATERIALS	X	-
FASTENERS MARKED IN ACCORDANCE WITH ASTM REQUIREMENTS	-	X
PROPER FASTENERS SELECTED FOR THE JOINT DETAIL (GRADE, TYPE, BOLT LENGTH IF THREADS ARE TO BE EXCLUDED FROM SHEAR PLANE)	-	X
PROPER BOLTING PROCEDURE SELECTED FOR JOINT DETAIL	-	X
CONNECTING ELEMENTS, INCLUDING THE APPROPRIATE FAYING SURFACE CONDITION AND HOLE PREPARATION, IF SPECIFIED, MEET APPLICABLE REQUIREMENTS	-	X
PRE-INSTALLATION VERIFICATION TESTING BY INSTALLATION PERSONNEL OBSERVED AND DOCUMENTED FOR FASTENER ASSEMBLIES AND METHODS USED	-	X
PROPER STORAGE PROVIDED FOR BOLTS, NUTS, WASHERS AND OTHER FASTENER COMPONENTS	-	X
INSPECTION TASKS DURING BOLTING	CONTINUOUS	PERIODIC
FASTENERS ASSEMBLIES, OF SUITABLE CONDITION, PLACED IN ALL HOLES AND WASHERS (IF REQUIRED) ARE POSITIONED AS REQUIRED	-	X
JOINT BROUGHT TO THE SNUG-TIGHT CONDITION PRIOR TO THE PRETENSIONING OPERATION	-	X
FASTENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM ROTATING	-	X
FASTENERS ARE PRETENSIONED IN ACCORDANCE WITH THE RCSC SPECIFICATION, PROGRESSING SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD THE FREE EDGES	-	X
INSPECTION TASKS AFTER BOLTING	CONTINUOUS	PERIODIC
DOCUMENT ACCEPTANCE OR REJECTION OF BOLTED CONNECTIONS	X	-

STANDARD ABBREVIATIONS

A.B.	ANCHOR BOLT
ACI	AMERICAN CONCRETE INSTITUTE
A.C.S.	ALL COMMON SURFACES
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AISI	AMERICAN IRON AND STEEL INSTITUTE
ALT.	ALTERNATE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
A.R.	ANCHOR ROD
ARCH'L.	ARCHITECTURAL
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
ATS	ANCHOR TIE-DOWN SYSTEM
AWS	AMERICAN WELDING SOCIETY
B.F.	BOUNDARY FASTENERS
B.F.F.	BELOW FINISH FLOOR
BOT.	BOTTOM
BRG.	BEARING
CANT.	CANTILEVERED
C.J.	CONTROL JOINT
C.J.P.	COMPLETE JOINT PENETRATION
℄	CENTER LINE
CLR.	CLEAR DIMENSION TO FACE OF REBAR
COL.	COLUMN
CONT.	CONTINUOUS
CRSI	CONCRETE REINFORCING STEEL INSTITUTE
DIA.	DIAMETER
DIAG.	DIAGONAL
DWG.	DRAWING
E.F.	EACH FACE
ELECT.	ELECTRICAL
ELEV.	ELEVATION
E.O.R.	ENGINEER OF RECORD
EQ.	EQUAL
EP	END POST
ES	END STUD(S)
ESR	EVALUATION SERVICE REPORT
E.W.	EACH WAY
F.F.	FINISH FLOOR
FLR.	FLOOR
FRTW	FIRE RETARDANT TREATED WOOD
FT.	FOOT
FTG.	FOOTING
GA.	GAUGE
GLB	GLULAM BEAM
G.S.N.	GENERAL STRUCTURAL NOTES
G.T.	GIRDER TRUSS
HORIZ.	HORIZONTAL
HSS	HOLLOW STRUCTURAL SECTION
IAMPO	INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS
IBC	INTERNATIONAL BUILDING CODE
ICC	INTERNATIONAL CODE COUNCIL
I.D.	INSIDE DIAMETER
INFO.	INFORMATION
JT.	JOINT
K	KIP (1,000 LBS)
K.O.	KNOCKOUT
KP	KING POST
KS	KING STUD(S)
KSI	KIPS PER SQUARE INCH
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LSL	LAMINATED STRAND LUMBER
LVL	LAMINATED VENEER LUMBER
MFR.	MANUFACTURER
MAX.	MAXIMUM
MECH.	MECHANICAL
MIN.	MINIMUM
MISC.	MISCELLANEOUS
N.T.S.	NOT TO SCALE
o.c.	ON CENTER
O.D.	OUTSIDE DIAMETER
OPP.	OPPOSITE
P	POST
PL.	PLATE
PLF	POUNDS PER LINEAR FOOT
PLYWD.	PLYWOOD
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSL	PARALLEL STRAND LUMBER
RCSC	RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS
REQ'D.	REQUIRED
SIM.	SIMILAR
SLRS	SEISMIC LOAD RESISTING SYSTEM
SPEC.	SPECIFICATION
STD.	STANDARD
STK	STACKED
SW	SHEAR WALL
T & B	TOP AND BOTTOM
T & G	TONGUE AND GROOVE
THRU	THROUGH
T.O.	TOP OF
T.O.D.	TOP OF DECK
T.O.F.	TOP OF FOOTING
T.O.L.	TOP OF LEDGER
T.O.S.	TOP OF STEEL
T.O.W.	TOP OF WALL
TP	TRIMMER POST
TS	TRIMMER STUD(S)
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
VERT.	VERTICAL
w/	WITH
w/o	WITHOUT
WT.	WEIGHT

SHEET INDEX

• INDICATES PREVIOUSLY / CURRENTLY ISSUED SHEETS

PLANCHECK SUBMITTAL	SHEET	TITLE
•	S0.1	GENERAL STRUCTURAL NOTES
•	S0.2	GENERAL STRUCTURAL NOTES (CONT'D.)
•	S1.1	FOUNDATION PLAN
•	S2.1	DETAILS

FIRM NO. F-14071

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STATE OF TEXAS — BRADEN FORBUSH — 142399 — LICENSED PROFESSIONAL ENGINEER — 1/7/2022

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NUMBER	DATE	DESCRIPTION
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DATE: December 20, 2021
DESIGN BY: BF
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PROJECT NO: 212458

GENERAL STRUCTURAL NOTES

S01-212458-G

S0.1

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GENERAL STRUCTURAL NOTES (CONT'D.)

I. SPECIAL INSPECTION (CONT'D.)

6.3.

STEEL CONSTRUCTION SPECIAL INSPECTIONS		
INSPECTION OF WELDING		
INSPECTION TASKS PRIOR TO WELDING	**CONTINUOUS**	**PERIODIC**
WELDING PROCEDURE SPECIFICATIONS (WPSs) AVAILABLE	×	-
MANUFACTURER CERTIFICATIONS FOR WELDING CONSUMBALES AVAILABLE	×	-
MATERIAL IDENTIFICATION (TYPE/GRADE)	-	×
WELDER IDENTIFICATION SYSTEM *	-	×
FIT-UP OF GROOVE WELDS (INCLUDING JOINT GEOMETRY) JOINT PREPARATION DIMENSIONS (ALIGNMENT, ROOT OPENING, ROOT FACE, BEVEL) CLEANLINESS (CONDITION OF STEEL SURFACES) TACKING (TACK WELD QUALITY AND LOCATION) BACKING TYPE AND FIT (IF APPLICABLE)	-	×
CONFIGURATION AND FINISH OF ACCESS HOLES	-	×
FIT-UP OF FILLET WELDS DIMENSIONS (ALIGNMENT, GAPS AT ROOT) CLEANLINESS (CONDITION OF STEEL SURFACES) TACKING (TACK WELD QUALITY AND LOCATION)	-	×
CHECKING WELD EQUIPMENT	-	×
* THE FABRICATOR OR ERECTOR, AS APPLICABLE, SHALL MAINTAIN A SYSTEM BY WHICH A WELDER WHO HAS WELDED A JOINT OR MEMBER CAN BE IDENTIFIED. STAMPS, IF USED, SHALL BE THE LOW-STRESS TYPE.		
INSPECTION TASKS DURING WELDING	**CONTINUOUS**	**PERIODIC**
USE OF QUALIFIED WELDERS	-	×
CONTROL AND HANDLING OF WELDING CONSUMABLES PACKAGING EXPOSURE CONTROL	-	×
NO WELDING OVER CRACKED TACK WELDS	-	×
ENVIRONMENTAL CONDITIONS WIND SPEEDS WITHIN LIMITS PRECIPITATION AND TEMPERATURE	-	×
WPS FOLLOWED SETTINGS ON WELD EQUIPMENT TRAVEL SPEED SELECTED WELDING MATERIALS SHIELDING GAS TYPE/FLOW RATE PREHEAT APPLIED INTERPASS TEMPERATURE MAINTAINED (MIN/MAX.) PROPER POSITION (F, V, H, OH) INTERMIX OF FILLER METALS AVOIDED UNLESS APPROVED	-	×
WELDING TECHNIQUES INTERPASS AND FINAL CLEANING EACH PASS WITHIN PROFILE LIMITATIONS EACH PASS MEETS QUALITY REQUIREMENTS	-	×
SINGLE-PASS FILLET WELDS GREATER THAN 5/16"	×	-
MULTI-PASS FILLET WELDS	×	-
COMPLETE AND PARTIAL PENETRATION WELDS	×	-
PLUG AND SLOT WELDS	×	-
SINGLE-PASS FILLET WELDS EQUAL TO OR LESS THAN 5/16"	-	×
FLOOR AND ROOF DECK WELDS	-	×
INSPECTION TASKS AFTER WELDING	**CONTINUOUS**	**PERIODIC**
WELDS CLEANED	-	×
SIZE, LENGTH AND LOCATION OF WELDS	×	-
WELDS MUST MEET VISUAL ACCEPTANCE CRITERIA CRACK PROHIBITION WELD/BASE-METAL FUSION CRATER CROSS SECTION WELD PROFILES WELD SIZE UNDERCUT POROSITY	×	-
ARC STRIKES	×	-
k-AREA **	×	-
PLACEMENT OF REINFORCING OR CONTOURING FILLET WELDS (IF REQUIRED)	×	-
BACKING REMOVED AND WELD TABS REMOVED (IF REQUIRED)	×	-
REPAIR ACTIVITIES	×	-
DOCUMENT ACCEPTANCE OR REJECTION OF WELDED JOINT OR MEMBER	×	-
** WHEN WELDING OF DOUBLER PLATES, CONTINUITY PLATES OR STIFFENERS HAS BEEN PERFORMED IN THE k-AREA, VISUALLY INSPECT THE WEB k-AREA FOR CRACKS WITHIN 3 IN. OF THE WELD.		

6.4. DRILLED PIER INSTALLATION AND TESTING PER IBC SECTION 1705.8 AND TABLE 1705.8.

7. CERTIFICATE OF APPROVAL REGARDING MATERIALS AND INSPECTION OF PREFABRICATED ITEMS SHALL BE PROVIDED IN ACCORDANCE WITH IBC SECTION 1704.

J. SUBMITTALS

1. SHOP DRAWINGS OR REPORTS FOR THE FOLLOWING ITEMS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER OF RECORD PRIOR TO FABRICATION OR CONSTRUCTION (AS APPLICABLE) U.N.O.

   CONCRETE CYLINDER TESTS

2. CONTRACTOR SHALL REVIEW AND STAMP SHOP DRAWINGS PRIOR TO SUBMITTING. CONTRACTOR'S REVIEW SHALL CHECK FOR COMPLETENESS/COMPLIANCE WITH CONTRACT DOCUMENTS.

3. SHOP DRAWINGS ARE REVIEWED BY ENGINEER ONLY FOR GENERAL COMPLIANCE WITH THE STRUCTURAL DRAWINGS. RESPONSIBILITY FOR CORRECTNESS SHALL REST WITH THE CONTRACTOR. SHOP DRAWINGS DO NOT SUPERSEDE OR REPLACE THE CONTRACT DRAWINGS OR SPECIFICATIONS. CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM CONTRACT DRAWINGS AND/OR SPECIFICATIONS WILL NOT BE ACCEPTED VIA SHOP DRAWING REVIEW. ALL SUCH MODIFICATIONS SHALL BE SUBMITTED SEPARATELY FOR ENGINEER'S REVIEW.

4. PREFABRICATED COMPONENTS, SPECIALTY ITEMS, OR DESIGN-BUILD ELEMENTS NOTED ON THE STRUCTURAL DRAWINGS, BUT WHICH REQUIRE THE MFR OR SUPPLIER TO PROVIDE THE DESIGN, SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ARCHITECT AND/OR ENGINEER FOR REVIEW AS A DEFERRED SUBMITTAL. DEFERRED SUBMITTALS REQ'D. BY THE STRUCTURAL ENGINEER OF RECORD SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

   CONCRETE MIX DESIGNS

5. DEFERRED SUBMITTALS SHALL INCLUDE CALCULATIONS AND DRAWINGS PREPARED AND STAMPED BY AN APPROPRIATELY LICENSED ENGINEER (SPECIALTY ENGINEER) SHOWING LOCATION AND MAGNITUDE OF LOADS, CONFIGURATION AND SIZE OF MEMBERS, AND COMPATIBILITY OF SUBMITTAL ITEM WITH THE PRIMARY STRUCTURAL SYSTEM.

6. THE PURPOSE OF THE STRUCTURAL ENGINEER'S REVIEW OF DEFERRED SUBMITTALS SHALL BE LIMITED TO DETERMINING THAT THE DRAWINGS AND CALCULATIONS HAVE BEEN PROPERLY SEALED, THAT THE LOAD CRITERIA IS IN GENERAL CONFORMANCE WITH THE CONTRACT DOCUMENTS AND WITH THE REFERENCED BUILDING CODE, THAT CONNECTIONS TO THE PRIMARY STRUCTURE ARE COMPATIBLE WITH THE PRIMARY DESIGN, AND THAT THE PRIMARY STRUCTURE IS CAPABLE OF SUPPORTING THE IMPOSED LOADS.

7. THE STRUCTURAL ENGINEER WILL RELY UPON THE SPECIALTY ENGINEER'S SEAL AS CERTIFICATION THAT THE ITEMS DESIGNED BY THE SPECIALTY ENGINEER COMPLY WITH THE CRITERIA SET FORTH IN THE CONTRACT DOCUMENTS AND APPLICABLE CODES AND STANDARDS. THE STRUCTURAL ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ADEQUACY OF DESIGNS PROVIDED BY OTHERS.

8. FOR ALL SUBMITTALS, ANY CORRECTIONS NOTED WILL BE MARKED ON ONE (1) COPY SET ONLY AND RETURNED. ADDITIONAL COPIES OF ANY SUBMITTAL WILL BE RETURNED UNMARKED. CONTRACTOR SHALL BE RESPONSIBLE FOR REPRODUCING ENGINEER'S CORRECTIONS ON ADDITIONAL COPIES REQ'D. ONE COPY SET MAY BE RETAINED FOR THE ENGINEER'S RECORDS. ALLOW FIVE (5) TO TEN (10) WORKING DAYS FOR THE ENGINEER'S REVIEW.

9. REFER TO APPLICABLE G.S.N. SECTIONS FOR FURTHER REQUIREMENTS SPECIFIC TO INDIVIDUAL SUBMITTALS.

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DATE: December 20, 2021
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PROJECT NO: 212458

GENERAL STRUCTURAL NOTES (CONT'D.)

S02-212458-G

S0.2

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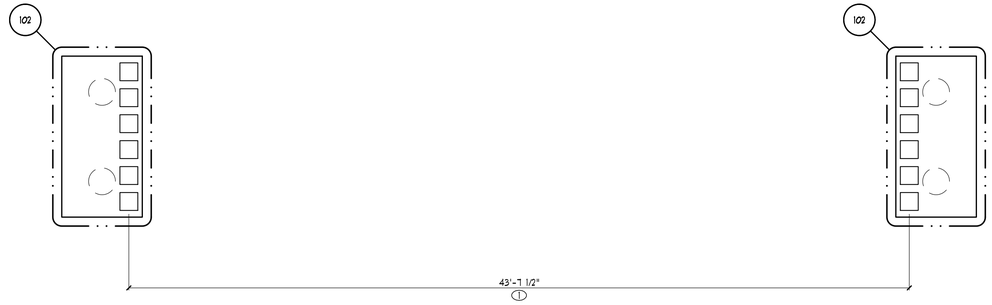
FOUNDATION PLAN NOTES

A. VERIFY ALL DIMENSIONS, ELEVATIONS, SLOPES, ETC. w/ BRIDGE FABRICATOR AND/OR CIVIL PRIOR TO CONSTRUCTION. RESOLVE DISCREPANCIES WITH BRIDGE FABRICATOR.

B. BRIDGE NOT SHOWN FOR CLARITY, BRIDGE BY OTHERS.

FOUNDATION PLAN KEYNOTES

① VERIFY BRIDGE SPAN WITH BRIDGE FABRICATOR



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

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DATE: December 20, 2021
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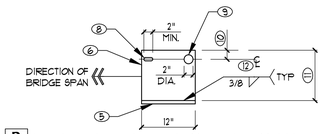
FOUNDATION PLAN

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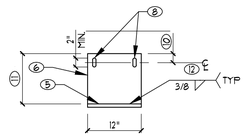
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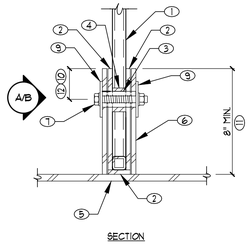


B SLIDING END OF BRIDGE. TYP. OF (2) PLATES AT (6) OCCURANCES



A FIXED END OF BRIDGE. TYP. OF (2) PLATES AT (6) OCCURANCES

1. BRIDGE VERT. LEG
2. "U" SEAT BY BRIDGE FABRICATOR
3. BRIDGE FABRICATOR SHALL PROVIDE HOLE FOR BOLT, TYP. OF (2) BOLTS PER TRUSS VERT. LEG AT BEARING PLATE
4. BRIDGE FABRICATOR SHALL PROVIDE SLEEVE FOR BOLT, TYP. OF (2) BOLTS, PER TRUSS VERT. LEG
5. BEARING PLATE PER 103
6. 1/2" PLATE
7. 3/4" BOLT. SPOIL THREADS TO PREVENT BACKOUT
8. LONG SLOTTED HOLE. PROVIDE 1/4" PLATE WASHER TO COVER SLOTTED HOLE
9. OVERSIZED HOLE. PROVIDE 1/4" PLATE WASHER TO COVER HOLE
10. AISC MIN. EDGE DISTANCE
11. COORDINATE PLATE HEIGHT W/ BRIDGE FABRICATOR
12. COORDINATE CENTER OF HOLE LOCATION W/ BRIDGE DIAGONAL MEMBERS



SECTION

A. GROUT AND ANCHOR BOLTS AT BEARING PLATE NOT SHOWN FOR CLARITY, REFER TO DETAIL 103.

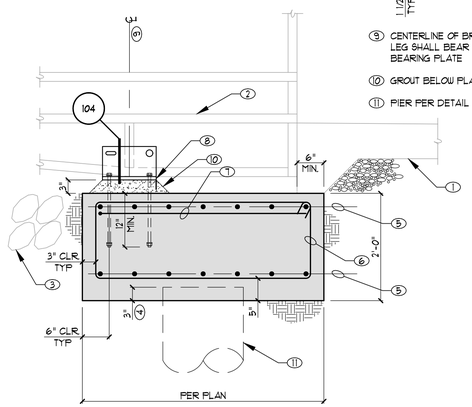
104 PLATES AT BRIDGE BEARING END

104-212458 NO SCALE

1. APPROACH SLAB BY OTHERS
2. BRIDGE BY OTHERS
3. RIP RAP BY OTHERS
4. PIER SHALL EXTEND MIN. DIMENSION INTO PIER CAP
5. (7) #6, TOP AND BOTTOM
6. #5 CLOSED TIES AT 12" o.c.
7. #4 HAIR PIN BAR, HOOK AROUND ANCHOR BOLTS
8. 3/4" x 12" x 1'-0" BEARING PLATE w/ (4) 3/4" DIA. A.R. 12" MIN. EMBED



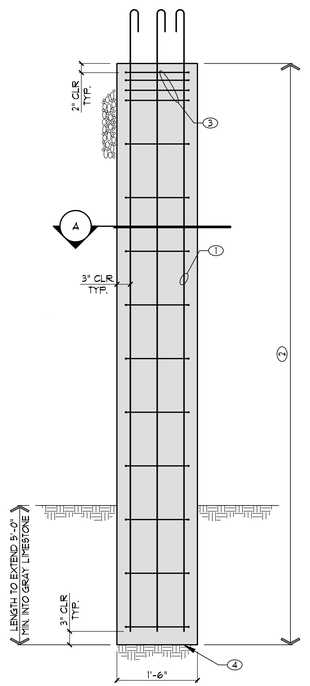
9. CENTERLINE OF BRIDGE VERTICAL LEG SHALL BEAR AT CENTER OF BEARING PLATE
10. GROUT BELOW PLATE PER G.S.N.
11. PIER PER DETAIL 101

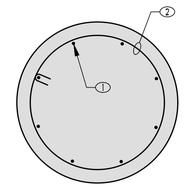


103 TYPICAL PIER CAP

103-212458 NO SCALE

1. (8) #6 EQUALLY SPACED w/ 180° HOOK INTO GRADE BEAM
2. #3 TIES AT 12" o.c.
3. (4) #3 TIES IN TOP 6"
4. BEARING SURFACE TO BE VERIFIED BY GEOTECHNICAL ENGINEER





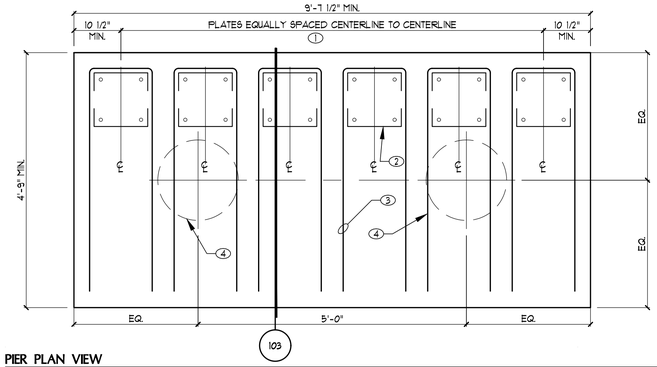
A SECTION

A. PROCEDURE FOR DIGGING CAISSONS SHALL BE PER GEOTECHNICAL REPORT.

B. VERTICAL REINFORCING TO EXTEND INTO GRADE BEAM AS DETAILED.

101 TYPICAL DRILLED PIER

101-212458 NO SCALE

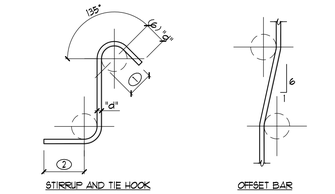


1. VERIFY w/ BRIDGE FABRICATOR
2. EMBED PLATE PER DETAIL 103, TYP.
3. HAIRPIN TIES PER DETAIL 103, TYP.
4. PIER PER DETAIL 101

A. BRIDGE NOT SHOWN FOR CLARITY, BRIDGE BY OTHERS.

102 PIER PLAN VIEW

102-212458 NO SCALE



ALL OTHER REINFORCING

1. MINIMUM FINISHED BEND DIA. FOR STIRRUPS AND TIES ONLY (4) "d" FOR #3 BAR AND SMALLER, (6) "d" FOR #6 THRU #8. TYPICAL
2. (6) "d" FOR #3 AND SMALLER (12) "d" FOR #6 THRU #8
3. MINIMUM FINISHED BEND DIA. FOR ALL REINFORCING EXCEPT STIRRUPS AND TIES (6) "d" UP TO #8 BAR, (8) "d" FOR #9 THRU #11, (12) "d" FOR #14 AND #18.

A. "d" = BAR DIA.

B. ALL REINFORCEMENT SHALL BE BENT COLD UNLESS NOTED OTHERWISE ON PLANS OR DETAILS

C. REINFORCING PARTIALLY EMBEDDED IN CONCRETE SHALL NOT BE FIELD BENT UNLESS SPECIFICALLY NOTED ON PLANS OR DETAILS

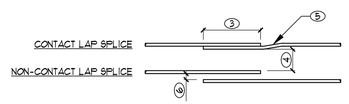
01 STANDARD REBAR BEND DETAIL

C01-01 200729 NO SCALE

BAR SIZE	CASE (2)	MIN. CLR. COVER	MIN. CLR. SPACING	REBAR LAP LENGTH (1) f'c = 4500 PSI	
				TOP BARS	OTHER BARS
#3	1	3/4	1 1/2	16	16
	2	3/8	3/4	23	18
	3	-	-	-	-
#4	1	1	2	19	16
	2	1/2	1	31	24
	3	-	-	-	-
#5	1	1 1/4	2 1/2	23	18
	2	5/8	1 1/4	38	30
	3	-	-	57	44
#6	1	1 1/2	3	28	21
	2	3/4	1 1/2	46	35
	3	-	-	69	53
#7	1	1 3/4	3 1/2	40	31
	2	7/8	1 3/4	67	51
	3	-	-	100	77
#8	1	2	4	46	35
	2	1	2	76	59
	3	-	-	114	88
#9	1	2 1/2	4 3/4	52	40
	2	1 1/4	2 1/2	86	66
	3	-	-	128	99
#10	1	2 3/4	5 1/4	58	45
	2	1 1/2	2 3/4	96	74
	3	-	-	144	111
#11	1	3	5 3/4	64	50
	2	1 1/2	3	107	82
	3	-	-	160	123

1. TOP BARS ARE HORIZ. BARS PLACED SUCH THAT MORE THAN 12" OF FRESH CONCRETE IS CAST IN MEMBER BELOW SPLICE
2. CASES 1 AND 2: BARS w/ CLR. COVER AND CLR. SPACING GREATER THAN OR EQUAL TO MIN. VALUES SHOWN

   CASE 3: BARS w/ CLR. COVER AND CLR. SPACING NOT MEETING CRITERIA FOR CASE 1 OR 2
3. LAP SPLICE LENGTH PER SCHEDULE
4. CLR. DISTANCE BETWEEN ADJACENT BARS OR SPLICES TO BE USED IN DETERMINING APPLICABLE LAP LENGTH FROM SCHEDULE
5. OPTIONAL OFFSET. SEE STANDARD REBAR BEND DETAILS FOR OFFSET REQUIREMENTS
6. FOR NON-CONTACT LAP SPLICES, MIN. CLR. DISTANCE BETWEEN SPLICED BARS SHALL BE PER G.S.N. MAX. CLR. DISTANCE SHALL BE 1.5 THE TABULATED LAP LENGTH OR (6" + "db"), WHICHEVER IS LESS, WHERE "db" = BAR DIA.



A TYPICAL LAP SPLICES

A. ALL TABULATED VALUES ARE IN UNITS OF INCHES U.N.O.

B. AT CONTRACTOR'S OPTION, MECHANICAL SPLICE COUPLERS PER G.S.N. MAY BE USED IN LIEU OF LAP SPLICES

C. CONCRETE STRENGTHS AND MIN. CLR. COVER / CLR. SPACING DISTANCES SHOWN ARE FOR SCHEDULING PURPOSES ONLY. SEE G.S.N. FOR ACTUAL CONCRETE SPECIFICATIONS AND MIN. CLR. COVER / CLR. SPACING REQUIREMENTS

D. WHERE BARS OF UNEQUAL SIZE LAP ONE ANOTHER, USE TABULATED LAP LENGTH FOR SMALLER BAR U.N.O.

E. SCHEDULED VALUES ARE BASED ON CLASS "B" TENSION LAP SPLICES U.N.O., NORMAL WT. CONCRETE, AND UNCOATED GRADE 60 REINF. FOR OTHER CONDITIONS NOTED BELOW, MODIFY TABULATED VALUES AS INDICATED:
   E1. FOR DEVELOPMENT LENGTH AND CLASS "A" LAP SPLICES, WHERE SPECIFICALLY NOTED ON PLANS OR DETAILS, DIVIDE TABULATED VALUES BY 1.3. CLASS "A" SPLICES SHALL BE LOCATED SUCH THAT NO MORE THAN 1/2 OF THE TOTAL REINF. IS LAPPED WITHIN THE REQUIRED LAP LENGTH
   E2. FOR LIGHTWEIGHT CONCRETE, MULTIPLY TABULATED VALUES BY 1.3
   E3. FOR EPOXY COATED REBAR, MULTIPLY TABULATED VALUES BY 1.5

02 TYPICAL REBAR LAP SCHEDULE (CONCRETE)

01-212458 NO SCALE

FIRM NO. F-14071

WRIGHT engineers
ENGINEERED
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Irving, TX 75038
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wrightengineers.com
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Las Vegas | Orange County | Phoenix | Salt Lake City | Dallas



REATTA PEDESTRIAN BRIDGE
Bannister Engineering
Justin, Texas

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NUMBER	DATE	DESCRIPTION

DATE: December 20, 2021
DESIGN BY: BF
PROJECT MGR: BF
PROJECT NO: 212458

DETAILS

S21-212458-D

S2.1

\\wright.com\dfs\Projects\2021\212458\DWG\Structural\S21-212458-D.dwg, 1/7/2022 8:54:42 AM

City Council Meeting

February 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #2 (Workshop) #13 (Possible Action)

Title: Discuss approval of Ordinance 719-22 amending the Fiscal Year 2021-2022 General Fund budget providing funding to contract out City Events and communications support.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: Approve Budget Amendment Ordinance

Background:

With turnover in staff that typically supports events, we are proposing outsourcing event management for Justin Fun Days and the Old Town Christmas events. The total cost for both events is estimated to be approximately $20,000. Additionally, we are proposing to add funds to outsource communications support until a new communications coordinator is hired in the amount of $5,000.

The total amendment is proposed to be $25,000.

City Attorney Review: N/A

Attachments: Budget Amendment Ordinance

CITY OF JUSTIN, TEXAS

ORDINANCE NUMBER 719-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS AMENDING ORDINANCE NUMBER 710-21, AUTHORIZING CERTAIIN BUDGET AMENDMENTS PERTAINING TO THE FY 2021-2022 BUDGET; AS SET OUT IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance number 710-21 Fiscal Year 2021-2022 Budget beginning October 1, 2021 and ending September 30, 2022; and,

WHEREAS, City Departments regularly review their budget appropriations to ensure they are within budget parameters and determine if any changes are necessary; and,

WHEREAS, based on reviews by City Departments, the City Manager and Finance Director have prepared amendments to certain appropriations and expenditures in the Fiscal Year 2021-2022 Budget and submitted to the City Council for approval and a true and correct copy is attached as Exhibit "A"; and,

WHEREAS, the City Council has the authority to approve amendments to Ordinance 710-21; City Budget; and,

WHEREAS, the City Council has determined that the proposed amendments to the Fiscal Year 2021-2022 Budget are in the best interest of the City.

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

SECTION 1. That Ordinance No. 710-21, the Fiscal Year 2021-2022 Budget Ordinance, is hereby amended to incorporate the changes set out in Exhibit "A" and are hereby authorized and approved.

SECTION 2. The City Council further finds the amended budget line items will not cause the total expenditures in the budget to exceed the total original budgeted amount.

SECTION 3. All portions of the existing FY 2021-2022 Budget, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of this ordinance.

SECTION 4. In the event any clause, phrase, provision, sentence, or part of this ordinance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Justin, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 5. That this Ordinance shall become effective from and after its adoption and is so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN ON THE 8th DAY OF February, 2022.

CITY OF JUSTIN, TEXAS

_____
Elizabeth Woodall, Mayor

ATTEST:

_____
Brittany Andrews, City Secretary

APPROVED AS TO FORM:

_____
Matthew Boyle, City Attorney

BUDGET AMENDMENT
FISCAL YEAR
FY 2021-2022
General Fund Amended Expenditures

ACCOUNT NUMBER	EXPENDITURE	FY 2021-2022 BUDGET	FY 2021-2022 BUDGET AMENDMENT	CHANGE
100-1500-626180	CONTRACT SERVICES	$ 175,000.00	$ 200,000.00	$ 25,000.00
				25,000.00

City Council Meeting

February 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #3 (Workshop) #12 (Possible Action)

Title: Consider and take appropriate action regarding Resolution 577-22 amending the City of Justin fee schedule increasing sanitation rates by 6% in accordance with the Waste Connections service agreement.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: Approve the proposed increase

Background:

The City contracted with Waste Connections for sanitation services beginning March 1, 2021, for a term of three years. The agreement allows for annual increases March 1 of each year based urban consumer price index (CPI-U). The CPI-U increased by 7.5% this past year. Waste Connections is requesting an increase of 6%.

The section of the agreement addressing rate adjustments is copied below:

SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement the Service Provider shall have the right, upon giving prior notice to and receiving approval of the City Council, which approval shall not be unreasonably withheld, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, CPI-U shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety days preceding the adjustment under this Section. The amount of the increase or decrease under this Section shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve-month period.

The current rate is $11.06. The proposed new rate is $11.73 including the increase and 10% franchise/billing fee. Commercial rates will be increased by 6% also. New rates are reflected in the fee schedule.

City Attorney Review: N/A

Attachments: Resolution 577-22
Waste Connections Notification Letter

RESOLUTION NO. # ___-22

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 8th day of February 2022.

APPROVED:

_____
Elizabeth Woodall, Mayor

ATTEST:

_____
Brittany Andrews, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A"
MASTER FEE SCHEDULE

I. ADMINISTRATIVE SERVICES

Public Fax (Local)	$1.00/first page + $0.10/additional page
Public Fax (Long Distance)	$2.00/first page + $0.10/additional page
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/document
Small Directional Map	N/C
Large Base Map	$10.00
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. BUILDING & PERMITTING

New Construction

New Single Family Residential	
Building Permit	$700 + $0.50/sq. foot
Plan Review	$575
Fire Code Review (If Applicable)	$100
New Multi-Family Residential	
Building Permit	$75 + $0.006/job value
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
New Commercial	
Building Permit	$75 + $0.006/job value
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit

Other New Construction Fees

Final Certificate of Occupancy	$100
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	$80
Fence	$80
Accessory Building	$150
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, Repairs, Remodels, and Add-Ons

Residential (One Trade)	
Building Permit	$75 + $0.006/Sq. Foot
Plan Review (Not Required)	N/C
Minimum Fee	$80
Residential (Two or more Trades)	
Building Permit	$75 + $0.006/Sq. Foot
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
Commercial (One Trade)	
Building Permit	$75 + $0.006/job value
Plan Review	N/C
Fire Code Review (If Applicable)	$80
Commercial (Two or more Trades)	
Building Permit	$75 + $0.006/job value
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit

Licenses, Registrations, and Trades

Registration for Un-Licensed Contractors	$50
Registration for State Licensed Contractors	N/C
Electrical, Gas, Mechanical, Plumbing Permit	$80

Rental Certificate of Occupancy Fees

Rental Certificate of Occupancy Application (includes two inspections)	$100.00 annually
Additional Inspections	$100.00/inspection
Appeal (refundable upon decision overturn by Council)	$200.00

Other Charges

Additional Plan Review	$80/review
Inspections Not Specifically Indicated	$80
Demolition Permit	$50

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

III. BUSINESS RELATED

Alcohol Sales with Off-Premise Consumption	50% of state fee
Vendor's License	$25.00 + $10.00/additional agent
Itinerant Business	$25.00
Sexually Oriented Business	$1,000.00 annually
Oil and Gas Pipeline	$14,500.00
Business Registration Fee	$5.00
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)

IV. 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	$35.00/space
Change of Ownership Inspection	$75.00
Re-Inspection	$75.00

(Ord. No. 462-08, §§ 1, 2, 12-8-08)

V. 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	$75.00
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	
1st 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	$75/Inspection

Construction Inspection Fees

A fee of four percent of the costs of street, drainage, water, and sewerage improvements as approved by the City Engineer shall be paid to the City by the subdivider prior to formal authorization to proceed with construction.

Code Enforcement

Code Enforcement Admin Fee	$70

VI. 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)

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

Development Request	City Application Fee	Minimum Planning Review Fee	Minimum Engineering Review Fee	Total Minimum Fees
Specific Use Permit (*Note: does not include SUP for gas well drilling; see Ord. No. 496-10)	*$400	*$435	*$250	*$1,085
Site Plan	$400	$435	$250	$1,085
Civil Plan	$400	$435	$250	$1,085
Replat Fee	$150	$435	$300	$885
Zoning Change	$400	$580	$250	$1,230
Planned Development	$400	$750	$500	$1,650
Short Form Plat	$350	$375	$300 + $100/acre	$1,025 + (Varies with size)
Minor Subdivision (1) Sketch Plat	$100	$300+ $15/acre	$300 + $100/acre	$700+(Varies with size)
Minor Subdivision Additional Review	$50	$150 + $5/acre	$150 + $50/acre	$350 + (Varies with size)
Minor Subdivision (2) Final Plat	$350	$435+ $20/acre	$500 + $100/acre	$1,285 + (Varies with size)

Major Subdivision (1) Sketch Plat	$100	$250+$10/acre	$500 + $100/acre	$850 + (Varies with size)
Major Subdivision (2) Preliminary Plat & Supporting Plans	$300 + $3/acre	$725 + either $10/res. lot or $20/ com. acre	$900 + either $100/res. lot or $250/ com. acre	$1,925 + (Varies with size)
Major Subdivision Additional Review	$150 + $1/acre	$350 + either $5/res. lot or $10/com. acre	$450 + either $50/res. lot or $125/com. acre	$950 + (Varies with size)
Major Subdivision (3) Final Plat	$400 + $3/lot or $5/acre	$725 + either $10/res. lot or $20/ com. acre	$900 + either $25/res. lot or $50/ com. acre	$2,025 + (Varies with size)
Major Subdivision (4) Subdivider's Agreement.	$400	$435	$1,500	$2,335
Multi-Family Sketch Plat	$100	$350 + $15/acre	$500 + $100/acre	$950 + (Varies with size)
Multi-Family Preliminary Plat & Supporting Plans	$300 + $3/acre	$750 + $50/acre	$900 + $300/acre	$1,950 + (Varies with size)
Multi-Family Additional Review	$150 + $1/acre	$350 + $25/acre	$450 + $150/acre	$950 + (Varies with size)
Multi-Family Final Plat	$400 + $5/acre	$750 + $50/acre	$900 + $150/acre	$2,050 + (Varies with size)
Plat Vacating	$400	$290	$300	$990
Plat Amendment	$150	$435	$300	$885
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	$75	-	$450	$525

FEMA FIRM amendment)				
Flood Plain Development Permit (w/FEMA FIRM amendment)	$150	-	$900	$1,050
Pre-Application conference with city engineer and/or planner	$300	$0	$0	$300

(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

VIII. 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)

IX. UTILITY RELATED

Water

Deposit	
¾” (65 and older)	$50.00
¾”	$150.00
1”	$200.00
1 ½”	$250.00
2”	$450.00
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”	$395
1”	$448
1 ½” Turbine	$775
2” Turbine	$970
4”+	Owner must purchase
**Billed based on which meter is used. RG3 meters will be phased out and replaced with AMR meters in 2022.*	
Tap Fees	
Residential	$1,500 + Estimated Street Repair
Commercial	$1,500 + Estimated Street Repair
Impact Fees	
¾”	$3,554.00
1”	$5,935.00
1 ½”	$11,835.00
2”	$18,943.00
3”	$41,475.00
4”	$74,634.00
6”	$165,865.00
8”	$284,320.00
10”	$450,185.00
Consumption Rates	
¾”	$28.62/first 1,000 gallons + $0.00603/additional gallon
1”	$47.69/first 1,000 gallons + $0.00603/additional gallon
1 ½”	$95.40/first1,000 gallons + $0.00603/additional gallon
2”	$152.63/first1,000 gallons + $0.00603/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”	$3,255.00
1”	$5,436.00
1 ½”	$10,839.00
2”	$17,349.00
3”	$37,986.00
4”	$68,355.00
6”	$151,911.00
8”	$260,400.00
10”	$412,322.00
Consumption Rates	
0-2000 gallons	$21.73 flat fee
2,001-8,000 gallons	$21.73+ $0.00590/additional gallon
8,001+ 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	$11.73

Commercial Rates							
Lifts Per Week							
Container Size	1	2	3	4	5	6	Extra Lifts
95 Gal	$24.17	$35.36					$49.63
2 CY	$59.79	$105.89	$150.49	$210.61			$49.63
3 CY	$80.92	$152.48	$207.00	$285.67			$49.63
4 CY	$100.76	$182.90	$284.06	$375.45			$49.63
6 CY	$107.44	$192.55	$289.71	$428.15	$518.78	$630.43	$49.63
8 CY	$121.77	$207.27	$328.58	$473.15	$570.97	$692.24	$49.63
Front Load Recycle Rates							
6 CY	$97.06	$165.57	$234.06				$34.26
8 CY	$102.77	$176.99	$245.50				$34.26
Other Commercial Front Load Fees							
Container w/casters		$5.25 per lift		Delivery/removal fee		$37.10	
Container w/locks		$1.65 per lift		Exchange fee		$37.10	
Temporary Front Load Fees							
		Per Lift		Delivery		Daily Rent	
6 CY		$142.72		$62.79		$1.18	
Roll Off Rate Schedule							
Container Size		Haul		Delivery		Daily Rent	
20 CY		$505.28		$126.31		$1.06	
30 CY		$543.67		$126.31		$1.06	
40 CY		$604.80		$126.31		$1.06	
20 CY Sludge		$659.25		$126.31		$1.06	
Franchise/Billing Fees – 10% for Residential and Commercial							
All rates subject to sales tax							

X. 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)

EXCLUSIVE FRANCHISE AGREEMENT1

FOR THE COLLECTION, HAULING AND DISPOSAL OF

MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE

IN THE CITY OF JUSTIN, TEXAS

MARCH 1, 2021

EXCLUSIVE FRANCHISE AGREEMENT

FOR THE COLLECTION, HAULING AND DISPOSAL OF

MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE

IN THE CITY OF JUSTIN, TEXAS

STATE OF TEXAS

COUNTY OF DENTON

THIS EXCLUSIVE FRANCHISE AGREEMENT ("Agreement") is made and entered into as of this 1st day of March, 2021, by and between Progressive Waste Solutions of TX, Inc., a Texas Corporation ("Service Provider"), and the City of Justin, Texas, a Texas general law municipal corporation ("City").

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

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

SECTION 1. DEFINED TERMS.

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

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

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

Bundles: Items not measuring in excess of either forty-eight (48) inches in length or fifty (5) pounds in weight and which are securely fastened together, including, but not limited to, brush, shrubs, small tree branches, newspapers, magazines and tree trimmings.

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

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

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

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

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

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

Holidays:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. EXCLUSIVE FRANCHISE GRANT AND MARKETING.

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

SECTION 3. OPERATIONS.

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

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

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

SECTION 4. SINGLE FAMILY RESIDENTAIL UNIT COLLECTION.

A. Single Family Residential Units. The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Single-Family Residential Units once per week provided that (i) such Municipal Solid Waste is placed in Bags, (ii) such Recyclable Materials are placed in Recycling Containers and (iii) such Bags or Containers are placed with five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. Notwithstanding the above, the Service Provider shall not be obligated to collect in excess of 1 cubic yard of Municipal Solid Waste from any Single-Family Residential Unit during any collection provided herein.

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste and Recyclable Materials placed inside Bags or Recycling Bins. Municipal Solid Waste in excess of the Bag's limits, or placed outside or adjacent to a Bag, and Recyclable Materials placed outside or adjacent to the Recycling Bin, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion.

C. Handicapped Residential Units. Notwithstanding anything to the contrary herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Bags; provided that the Service Provider receives prior written notice from the City of such special need. The Service Provider shall not be responsible for any other modifications or accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

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

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

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

SECTION 6. SPECIAL COLLECTIONS AND SERVICDES.

A. Municipal Locations. The Service Provider will provide, at no cost to the City, three 3-cubic yard Containers for City's use to be collected by the Service Provider twice each week. Service Provider will also provide up to three (3) trash cans and recycle bins at agree-upon city parks and five (5) trash cans and recycle bins at Community Park.
B. Special Events. In addition, the Service Provider will provide, at no cost to the City, four (4) 30-yard Roll Off Containers for up to 15 special events or other occasions, including clean-up related to severe weather or other unforeseen events; provided that the City gives the Service Provider reasonable prior written notices of the date of such special event as well as the number of Containers that will be required. Service Provider reserves the right to require additional fees for additional or larger clean-ups or for unforeseen or severe weather events.

SECTION 7. BULKY ITEMS AND BUNDLES.

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

SECTION 8. TITLE TO EQUIPMENT.

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

SECTION 9. RATES AND FEES.

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

A. Single-Family Residential Units Services. For the services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge i) $7.05 per month of reach Single-Family Residential Units for the removal of Municipal Solid Waste; ii) $2.50 per month for each Single-Family Residential Units for removal of Recyclable Materials; and iii) $.50 per month for bulk waste collection and disposal. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge the following rates per month for each container:

Commercial Solid Waste Breakdown (excluding franchise fees):

Commercial Collection and Disposal Component

Size/Pickup	lx/week	2x/week	3x/week	4x/week	5x/week	6x/week
2 yards	56.40	99.70	141.97	198.59	0.00	0.00
3 yards	76.34	134.41	195.28	269.50	0.00	0.00
4 yards	95.05	172.54	267.98	354.19	0.00	0.00
6 yards	101.35	181.65	273.31	403.91	489.41	594.74
8 yards	114.87	195.53	309.98	446.36	538.65	653.05

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

Roll-Off Type and Size	**Rental Fee**	**Delivery Fee**	**Collection Fee**	**Disposal Fee**
20 CY Roll-off	$30.00	$119.16	$476.68	$0.00
30 CY Roll-off	$30.00	$119.16	$512.89	$0.00
40 CY Roll-off	$30.00	$119.16	$570.56	$0.00

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

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

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

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

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

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

SECTION 10. RATE ADJUSTMENT.

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

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

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

SECTION 11. EXCLUSIONS.

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

SECTION 12. TERM OF AGREEMENT

The term of this agreement shall be for a period of three (3) years commencing on March 1, 2021 and lasting three (3) years commencing. Within 120 days before the expiration of the term of this Agreement, the Service Providers shall provide written notice to the City of intent to renew this Agreement whereupon this Agreement shall be automatically extended for an additional three-year period unless the City provides written notice to the Service Provider of its intent not to renew this Agreement within 60 days from the City's receipt of the Service Provider's notice.

SECTION 13. ASSIGNMENT

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

SECTION 14. ENFORCEMENT

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

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

SECTION 15. PROCESSING, BILLING AND FEES.

A. Residential Billings. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 9 hereof from all Residential Units possessing active water meters within the City's corporate limits, as well as from all other Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits. On or before the 30th day of each month commencing on February 28, 2021, the City will send the Service Provider a monthly statement setting forth the number of Residential Units billed for services provided during the immediately preceding month (the "Residential Monthly Statement") and will remit to the Service Provider an amount equal to the Service Provider as set forth in the Residential Monthly Statement, LESS the Franchise Fee applicable to such services. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein from Residential Units.
B. Sales Taxes. In addition to the amounts billed and collected by the City under Section 15.A., the City shall also be responsible for paying any and all sales, use and service taxes assessed or payable in connection with the Services.
C. Bad Debt; Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services provided to Residential Units, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential Unit.
D. Commercial and Roll-Off Billing. The Service Provider will bill the rates and fees charged hereunder to Commercial and Industrial Units, the rates and fees charged hereunder to the City pursuant to Section 9.D. and the rates and fees relating to the services utilizing Roll-Off Containers. The Service Provider shall provide the City with a report indicating the service type, size, location, and rate for Commercial and Industrial Units serviced during the immediately preceding month (the "Commercial Monthly Statement). On or before the 30th day of each month (for the immediately preceding month's services) commencing on February 28, 2021, the Service Provider shall remit to the City the Franchise Fee applicable to (i) the services provided to Commercial and Industrial Units, (ii) the services provided to the City pursuant to Section 9.D. and (iii) and the services utilizing Roll-Off Containers.

SECTION 16. SPILLAGE.

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

picked up or reported to the City.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW UP.

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

SECTION 18. HOURS OF SERVICE.

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

SECTION 19. CUSTOMER SERVICE.

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

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

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

SECTION 21. VEHICLES AND EQUIPMENT.

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

SECTION 22. DUE CARE.

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

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

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

SECTION 24. INSURANCE COVERAGE.

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

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

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

SECTION 25. INDEMNITY.

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

SECTION 26. MARKETING AND SPONSORSHIP.

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

SECTION 27. SAVINGS PROVISION.

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

SECTION 28. TERMINATION.

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

SECTION 29. FORCE MAJEURE.

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

SECTION 30. GOVERNING LAW.

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

SECTION 31. ACKNOWLEDGEMENT.

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

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

SECTION 32. CUMULATIVE REMEDIES.

SECTION 33. ACCEPTANCES.

PASSED AND APPROVED BY THE CITY OF JUSTIN, TEXAS, COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 1ST DAY OF MARCH, 2021.

[signatures on following page]

PROPERTY WASTE SOLUTIONS OF TX, INC.

2301 Eagle Parkway, Suite 200
Fort Worth, Texas 76177
By: _____
Name: _____
Title: _____

CITY OF JUSTIN, TEXAS
By: _____
Name: _____
Title: _____

ATTTEST:
By: _____
Name: _____
Title: _____

City Council Meeting

February 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #4 (Workshop)

Title: Discuss baseball fields located at Community Park.

Department: Public Works/ Administration

Contact: Public Works Director, Josh Little, City Manager, Chuck Ewings

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Recommendation: Discussion only

Background:

Council received a public comment from a resident of Hardeman Estates expressing their concerns regarding the baseball fields at community park, specifically field 3. The Parks and Recreation Advisory Board discussed the concerns and made the following recommendation.

The Parks and Recreation Advisory Board unanimously approved a recommendation for City Council to have netting placed on the outfield fence of field 3, and moving forward council take into consideration the safety, design and re-design of the sports fields during the planning of the Comprehensive Plan.

City Attorney Review: N/A

Attachments:

City Council Meeting

February 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #5 (Workshop)

Title: Discussion regarding possible amendments to the Boards, Commissions, and Committees Policy Manual.

Department: Administration

Contact: Library Director/Court Administrator, Lesa Keith, City Manager, Chuck Ewings

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Recommendation: Discussion only at this time

Background:

Councilman Tate requested this item be placed on the agenda to discuss expanding the application area for the Library Board.

Library Director, Lesa Keith reached out to Libraries in Cities that are also within the North Texas Library Consortium, asking questions regarding their board policies and residency requirements. Those responses are attached for review.

City Attorney Review:

Attachments:

1) Responses
2) City of Haslet Library Board Bylaws

City of Haslet: Full response attached separately.

SECTION 3: Residency Requirement

Each member of the Board shall be a resident of the Northwest Independent School District (NISD) and shall remain a resident so long as they continue to serve on the Board.

SECTION 4: Members

(A) The Board shall consist of seven (7) members and two (2) alternates who shall be appointed by the City Council. Two (2) members from the Friends of the Haslet Public Library association shall hold Places six (6) and seven (7), one even and one odd.

Lake Dallas:

Lake Dallas has 5 board members, and they have to live within the city limits. We have a non-voting member from another town that funds the library.

City of Alvarado:

Alvarado has 5 board members. We are trying to get 7. We have board members that live both inside and outside of the city limits.

Sanger:

Sanger also has five board members, and they are required by the city's policies on boards to live inside the city limits. City Council officially appoints all board members, but I usually see the applications first and give input. Below is a summary of the requirements of our board:

The Library Board is composed of five (5) members, including a chairperson, and is appointed by the City Council. They shall serve from July 1 of the year of appointment for staggered terms of two (2) years, and may be reappointed up to three (3) successive terms of office for a total of six (6) years, subject to approval by the City Council. The members of the board shall be identified by places numbered 1 through 5. The even-numbered places shall expire in the even-numbered years; the odd-numbered places shall expire in the odd-numbered years. Such determination of respective places shall be determined by lottery at the initial meeting of the board following adoption of this section and appointment of the members. Newly appointed members shall be installed at the first regular board meeting of their appointment. Vacancies shall be filled for any unexpired term in the same manner as provided for regular appointments. Each

member of the board shall be entitled to one (1) vote. The City Librarian shall serve as an ex officio member of the Board.

Since it can often be difficult to recruit new board members, we reduced the size of ours from 7 to 5 several years ago. This change was approved by our City Manager first and then City Council.

LIBRARY BOARDBY-LAWS
FOR THE
CITY OF HASLET

1.

SECTION 1: Policy

The intent of the City Council in setting up a Library Board is to have available to the City a representative group of citizens to advise the City Council, the Administration, and the Citizens of Haslet on how to establish and maintain quality community library services and to plan for future enhancements and expansions.

SECTION 2: Creation: Powers and Duties

There is hereby created for the City of Haslet (hereinafter "the City") a board, which shall be known as the "Library Board" (hereinafter "the Board"). The Board shall have powers and duties as follows:

(A) To act in an advisory capacity on all matters pertaining to the library operated by the City;

(B) Assist in planning and provide guidance for the enhancement and expansion of library facilities;

(C) Recommend policies to govern the operation and program of the Haslet Public Library;

(D) Assist in interpreting the policies and functions of the Haslet Public Library;

(E) Encourage in every possible manner the development and advancement of the Haslet Public Library;

(F) Abide by applicable ordinances of the City;

(G) To do and perform such other acts as shall be delegated to the Board by the City Council; and

(H) The Board shall have no authority in the hiring or assignment of employees or volunteers in the library for the City of Haslet. The Board shall not have any authority in the activities or the establishment of salary ranges for such employees. Further, the Board and its members shall direct all communications concerning City officers and employees through the office of the City Administrator. Neither the Board nor its members shall instruct or direct any such officer or employee, either publicly or privately.

SECTION 3: Residency Requirement

Each member of the Board shall be a resident of the Northwest Independent School District (NISD) and shall remain a resident so long as they continue to serve on the Board.

SECTION 4: Members

(A) The Board shall consist of seven (7) members and two (2) alternates who shall be appointed by the City Council. Two (2) members from the Friends of the Haslet Public Library association shall hold Places six (6) and seven (7), one even and one odd.

(B) The Board shall recommend to the City Council names for filling places that may become vacant or have become vacant due to expiration, resignation, or removal. The City Council may accept or reject names submitted or may make appointments of its own choosing.

(C) Places on the Board shall be numbered one (1) through seven (7) and alternated places on the Board shall be numbered eight (8) and nine (9) with all members appointed for two (2) years to expire on September 30. Members serving in odd numbered places shall have their terms expire on each odd numbered year, and even numbered places shall have their terms expire on each even numbered year. All members serving on the Board as of the date of these by-laws are enacted shall have their current terms end on September 30, 2005 or 2006 as appropriate.

(D) The Board may recommend to the City Council removal of any member of the Board who is absent from two (2) consecutive meetings without first notifying the Chair by 12:00 noon of the meeting date and/or fails to exhibit a general interest in the endeavors of the Board. Two (2) consecutive absences by a member shall require a specific agenda item at the next regularly scheduled meeting to determine if the reason for the absence is sufficient for excusal or constitutes a failure to exhibit a general interest in the endeavors of the Board.

(E) The City Council may remove any member appointed to the Board, with or without cause. All vacancies in the membership that may occur on the Board may have a replacement recommended by the Board to the City Council, who may appoint the recommended individual for the length of the unexpired term.

(F) No elected official or employee of the City shall serve as a member of the Board.

(G) If a member of the Board is elected to any City office or becomes employed by the City, said member shall immediately resign from the Board.

SECTION 5: Officers

(A) The officers of the Board shall be a Chairperson, a Vice Chairperson, and a Secretary.

(B) At its first meeting upon creation of the Board and thereafter at its first meeting in October of each year, the membership of the Board shall determine by majority vote of the Chairperson, Vice Chairperson and Secretary. Those positions shall be for a period of one (1) year, or until the first meeting after September 30 of the following year.

(C) Vacancies that occur in office are to be filled as follows:

(1) In the event of a vacancy or incapacity of the Chairperson, the Vice Chairperson shall become the Chairperson for the unexpired portion of the term.

(2) Vacancies that occur in the other offices shall be filled by special election of the Board for the unexpired term.

(3) Vacancies occurring in any office shall be filled at the next meeting of the board.

(0) Duties and rights of the officers shall be as follows:

(1) Chairperson

(a) Preside at all meetings.

(b) Discuss, make motions and resolutions and vote on all matters coming before the Board.

(c) Decide all questions of order in accordance with *Robert's Rules of Order, Newly Revised,* as modified by Board policy.

(d) Represent the Board at public functions and at City Council meetings.

(e) Appoint special committees.

(f) Provide an agenda for each meeting, including any item requested by any other Board member. The agenda shall be provided to the City Secretary in the time required for all boards to ensure compliance with proper posting notice in accordance with Texas Open Meetings Laws.

(g) Call special meetings of the board.

(2) Vice Chairperson

Assist the Chairperson in directing the affairs of the Board and act in the Chairperson 's absence.

(3) Secretary

Accurate preparation and timely submission of the minutes of the Board's meetings. The minutes should be provided to the City Secretary within one (1) week following the meeting.

(E) Service without compensation, donations, and solicitations.

(1) All members of the Board shall serve without compensation.

(2) The Board shall obtain authorization from the City Council through the Chairperson prior to seeking any donations, engaging in any solicitations, or other fundraising activities.

(3) Any monetary donations or other revenues by the City of Haslet Library shall be deposited into the library sub-account of the City's general fund to be utilized to support library activities.

(4) No debts of any kind or character shall be made or incurred by the Board or anyone acting on its behalf without the express authority of the City Council.

SECTION 6: Liaisons

(A) The Chairperson, or the Vice Chairperson while acting on the behalf of the Chairperson, shall be the liaison to the Mayor and City Council.

(B) All minutes from the Board meetings shall be provided to the Mayor and the City Council members by the City Secretary when approved and submitted to City archives.

SECTION 7: Membership and Procedures

(A) Duties of the members shall be as follows:

Take an active part in the deliberations of the Board and to act in whatever capacity he or she may be called upon to do.

(8) Duties of Special Committees

(1) Special committees may be appointed by the Chairperson as the need arises.

(2) Such committees shall not necessarily be restricted to members of the Board. However, the Chairperson of said special committee shall be a member of the Board.

(C) Parliamentary Procedures

(1) *Robert's Rules of Order, Newly Revised,* as may be revised or amended by the Board, shall govern the procedures for the Board meetings.

(D) Board Action

(1) A majority of the Board present at a meeting shall be required to carry a motion, proposal, or resolution.

(2) Under no circumstances is any member to take action or make any statement committing the Board unless given authority to do so by the vote of the Board.

(E) Communications

(1) Matters coming from the public and from civic organizations must be in writing and received at least ten (10) days prior to the Board meeting for discussion, consideration and/or possible action.

(2) All written communication to outside groups shall have Board approval.

(F) The rules and regulations listed here may be amended at any regular meeting of the Board by a majority of those present for presentation to the City Council for final approval.

SECTION 8: <u>Meetings</u>

(A) The Board shall hold regular quarterly meetings and shall by the majority vote determine the time and place of those scheduled meetings. Variations from this schedule will be on an as needed basis to be determined and scheduled by the Chairperson.

(B) Four (4) members shall constitute a quorum.

(C) Special meetings shall be called by the Chairperson or upon written request of at least four (4) members of the Board.

(D) Any Board member who is required to miss a regular or called Board meeting, may address any item that is a part of the agenda by submitting his or her statement in writing to an officer prior to that meeting. The statement shall be read by the officer and made a part of the official minutes. This statement shall not be considered a vote.

SECTION 9: Reports

(A) City departments are to furnish the Board with reports and services at the direction of the City Administrator upon request by the Board Chairperson.

(B) The Board may receive reports, advice, and available services from various City departments as required and directed by the City Administrator or his/her designated representative.

2.

If any section, subsection, sentence, clause, or phrase of this Policy and By-Laws shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this document.

3.

This policy and By-Laws shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Haslet, Texas, and upon approval thereof by the Mayor of the City of Haslet, Texas, and publication hereof as prescribed by law.

PASSED AND ADOPTED by the City Council of the City of Haslet, Texas, this 24 day of January, 2005.

APPROVED:

_____

Gary Hulsey, Mayor

ATTEST:

_____

Diane Rasor, City Secretary

City Council Meeting

February 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #6 (Workshop)

Title: Discussion regarding meeting agenda format.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation:

Background:

This item is on the agenda at the request of Councilman Mounce

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City Attorney Review: N/A

Attachments:

City Council Meeting

February 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #7 (Workshop)

Title: Discussion regarding alleyways in old town.

Department: Administration/ Public Works

Contact: City Manager, Chuck Ewings/ Public Works Director, Josh Little

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Recommendation:

Background:

This item was requested by a few Council Members at the January 25 Council meeting.

City Attorney Review: N/A

Attachments:

City Council Meeting

February 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #8 (Public Hearing)

Title: **PUBLIC HEARING:** Conduct a public hearing to consider amending the Code of Ordinances sections 4-20 and 52-1 regarding the definition of sexually oriented business.

Department: Planning and Development

Contact: Planning and Development Director, Matt Cyr

Recommendation:

Approve as presented.

Background:

Staff was requested by City Council to amend the Sexually Oriented Business definition on November 9, 2021, to broaden to include other uses that might be considered such.

Staff has taken the definition and ordinance provided by the City Attorney for consideration.

City Attorney Review: N/A

P&Z Recommendation:

P&Z unanimously recommended approval to City Council for the amendment as presented on January 18, 2022.

Attachments:

1. Original Definition
2. Revised Definition
3. Proposed Ordinance 720-22

Setback means the minimum horizontal distance between the front wall of any projection of the building, excluding steps and unenclosed porch and the street line.

Sexually-oriented business or *adult business* means an adult arcade, adult bookstore, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater or nude model studio as regulated by chapter 4, article II of this Code.

Shopping village means an area consisting of three acres or more arranged according to a site plan to be submitted to and to be approved by the city plan commission and the city council, on which is indicated the amount of the various buildings, parking area, streets, and type of zoning desired. The city plan commission shall require installation of all utilities, drainage structures, the paving of streets, parking areas, alleys, and the installation of sidewalks in accordance with the city specifications for each type of improvement.

Shrubs means plants that grow vertically in a multi-branched growth pattern.

Story means that part of a building included between the surface of one floor and the surface of the floor next above, or if there be no floor above, that part of the building which is above the surface of the highest floor thereof. A top story attic is a half story when the main line of the eaves is not above the middle of the interior height of such story. The first story is the highest story having its interior floor surface, not more than four feet above the curb level, established or mean street grade, or average ground level, as mentioned in height of buildings in this section.

Street means a thoroughfare which affords principal means of access to property abutting thereon.

Street line means the dividing line between the street and the abutting property.

Structure means anything constructed or erected, which required location on the ground, or attached to something having a location on the ground, including, but not limited to, advertising signs, billboards, and poster panels, but exclusive of customary fences or boundary or retaining walls.

Subdivision developer sales office means and includes structures conforming to the uniform building code used for the purpose of selling residential structures within the immediate proximity of the sales office.

Terminal, motor freight, means the use of property of buildings for the temporary parking motor freight vehicles or trucks of common carriers during loading and unloading and between trips, including necessary warehouse space for storage of transitory freight.

Tourist cabin or trailer camps or *recreational vehicle* parks means a tract or parcel of land upon which two or more tourist cabins are located, or where temporary accommodations are provided for two or more automobile trailers, tents or house cars, open to the public either free or for a fee.

Understory/accent trees means small evergreen or deciduous perennial woody plants which would grow below the top layer of the forest and typically has unique branching, textural or seasonal color characteristics.

Used car lot means a lot or portion thereof to be used only for the display and sale of automobiles that are in condition to be driven on or off the lot. A used car lot shall not be used for the storage of wrecked automobiles, or the storage of automobile parts.

Variance means a modification or variation of the provisions of this chapter, as applied to a specific piece of property, as distinct from rezoning.

Yard means an open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear, the least horizontal distance between the lot line and the main building shall be used.

Yard, front, means a yard across the full width of the lot extending from the from line of the main building to the front line of the lot.

Yard, rear, means a yard between the rear lot line and the rear line of the main building and the side lot lines.

Setback means the minimum horizontal distance between the front wall of any projection of the building, excluding steps and unenclosed porch and the street line.

Sexually-oriented business or *adult business* ~~means an adult arcade, adult bookstore, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater or nude model studio as regulated by chapter 4, article II of this Code.~~ means a sex parlor, nude studio, modeling studio, love parlor, adult bookstore, adult movie theater, adult video arcade, adult movie arcade, adult video store, adult motel, or other commercial enterprise the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer as regulated by Chapter 4, Article II of this Code.

Shopping village means an area consisting of three acres or more arranged according to a site plan to be submitted to and to be approved by the city plan commission and the city council, on which is indicated the amount of the various buildings, parking area, streets, and type of zoning desired. The city plan commission shall require installation of all utilities, drainage structures, the paving of streets, parking areas, alleys, and the installation of sidewalks in accordance with the city specifications for each type of improvement.

Shrubs means plants that grow vertically in a multi-branched growth pattern.

Story means that part of a building included between the surface of one floor and the surface of the floor next above, or if there be no floor above, that part of the building which is above the surface of the highest floor thereof. A top story attic is a half story when the main line of the eaves is not above the middle of the interior height of such story. The first story is the highest story having its interior floor surface, not more than four feet above the curb level, established or mean street grade, or average ground level, as mentioned in height of buildings in this section.

Street means a thoroughfare which affords principal means of access to property abutting thereon.

Street line means the dividing line between the street and the abutting property.

Structure means anything constructed or erected, which required location on the ground, or attached to something having a location on the ground, including, but not limited to, advertising signs, billboards, and poster panels, but exclusive of customary fences or boundary or retaining walls.

Subdivision developer sales office means and includes structures conforming to the uniform building code used for the purpose of selling residential structures within the immediate proximity of the sales office.

Terminal, motor freight, means the use of property of buildings for the temporary parking motor freight vehicles or trucks of common carriers during loading and unloading and between trips, including necessary warehouse space for storage of transitory freight.

Tourist cabin or trailer camps or *recreational vehicle* parks means a tract or parcel of land upon which two or more tourist cabins are located, or where temporary accommodations are provided for two or more automobile trailers, tents or house cars, open to the public either free or for a fee.

Understory/accent trees means small evergreen or deciduous perennial woody plants which would grow below the top layer of the forest and typically has unique branching, textural or seasonal color characteristics.

Used car lot means a lot or portion thereof to be used only for the display and sale of automobiles that are in condition to be driven on or off the lot. A used car lot shall not be used for the storage of wrecked automobiles, or the storage of automobile parts.

Variance means a modification or variation of the provisions of this chapter, as applied to a specific piece of property, as distinct from rezoning.

Yard means an open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear, the least horizontal distance between the lot line and the main building shall be used.

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS AMENDING THE CODE OF ORDINANCES SECTIONS 4-20 AND 52-1 REGARDING THE DEFINITION OF SEXUALLY ORIENTED BUSINESS; PROVIDING A PENALTY OF UP TO $2,000 PER DAY FOR VIOLATIONS; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Justin (the "City") is a Type A general law municipality incorporated and operating under the laws of the State of Texas; and

WHEREAS, Section 51.001 of the Texas Local Government Code provides that a governing body may adopt ordinances and resolutions that "is for the good government, peace, and order of the municipality;" and

WHEREAS, the City of Justin City Council finds and determines that this ordinance is for the good government, peace, and order of the City; and

WHEREAS, Section 51.012 of the Texas Local Government Code states that a municipality may adopt an ordinance or resolution "not inconsistent with state law, that is necessary for the government, interest, welfare, or good order of the municipality as a body politic;" and

WHEREAS, the City of Justin City Council finds and determines that this ordinance is not inconsistent with state law and is necessary for the good government, interest, welfare, or good order of the City; and

WHEREAS, Texas Local Government Code, Chapter 243 provides that a municipality "may adopt regulations regarding sexually oriented businesses as the municipality or county considers necessary to promote the public health, safety, or welfare;" and

WHEREAS, the City of Justin City Council finds and determines that the regulations adopted by this ordinance are necessary to promote the public health, safety, or welfare; and

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

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

SECTION 1: THAT the foregoing recitals are hereby incorporated by and made a part hereof as if fully set forth.

SECTION 2: THAT the term *sexually oriented business* in City of Justin Code of Ordinances Chapter 4, Article II, Section 4-20 is hereby amended and replaced, which shall read as follows:

Sexually oriented business means a sex parlor, nude studio, modeling studio, love parlor, adult bookstore, adult movie theater, adult video arcade, adult movie arcade, adult video store, adult motel, or other commercial enterprise the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer.

SECTION 3: THAT the term *sexually oriented business* in City of Justin Code of Ordinances, Chapter 52, Article I, Section 52-1 is hereby amended and replaced, which shall read as follows:

Sexually oriented business means a sex parlor, nude studio, modeling studio, love parlor, adult bookstore, adult movie theater, adult video arcade, adult movie arcade, adult video store, adult motel, or other commercial enterprise the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer as regulated by Chapter 4, Article II of this Code.

SECTION 4. THAT it is hereby declared to be the intention of the 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 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 5: THAT any person, firm, corporation, or association deemed to be violating any provision of these articles shall be guilty of a misdemeanor, and shall, upon conviction thereof, be subject to a fine of not more than $2,000, and each day a violation of these articles continue shall constitute a separate offense and subject to a fine for each separate offense.

SECTION 6: THAT this ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, on this the _____day of _____ 2021.

_____

Elizabeth Woodall,
Mayor

ATTESTED:

_____

Brittany Andrews,
City Secretary

APPROVED AS TO FORM:

_____

City Attorney

City Council Meeting

February 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #9 (Public Hearing)

Title: **PUBLIC HEARING:** Conduct a public hearing to consider a Specific Use Permit for CMC Dog Training located at 117 E. 7th Street, legally described as OT JUSTIN BLK 52 LOT 2 & 3, zoned as Light-Industrial.

Department: Planning and Development

Contact: Planning and Development Director, Matt Cyr

Recommendation:

Staff recommends consideration based on the request.

Background:

The Applicant is requesting to utilize the existing building for the business known as CMC Dog Training. They currently have an existing location at 206 E 4th St. If approved this would be the second location. They are not proposing any onsite improvements and the only service offered would be boarding the dogs.

City Attorney Review: N/A

P&Z Recommendation:

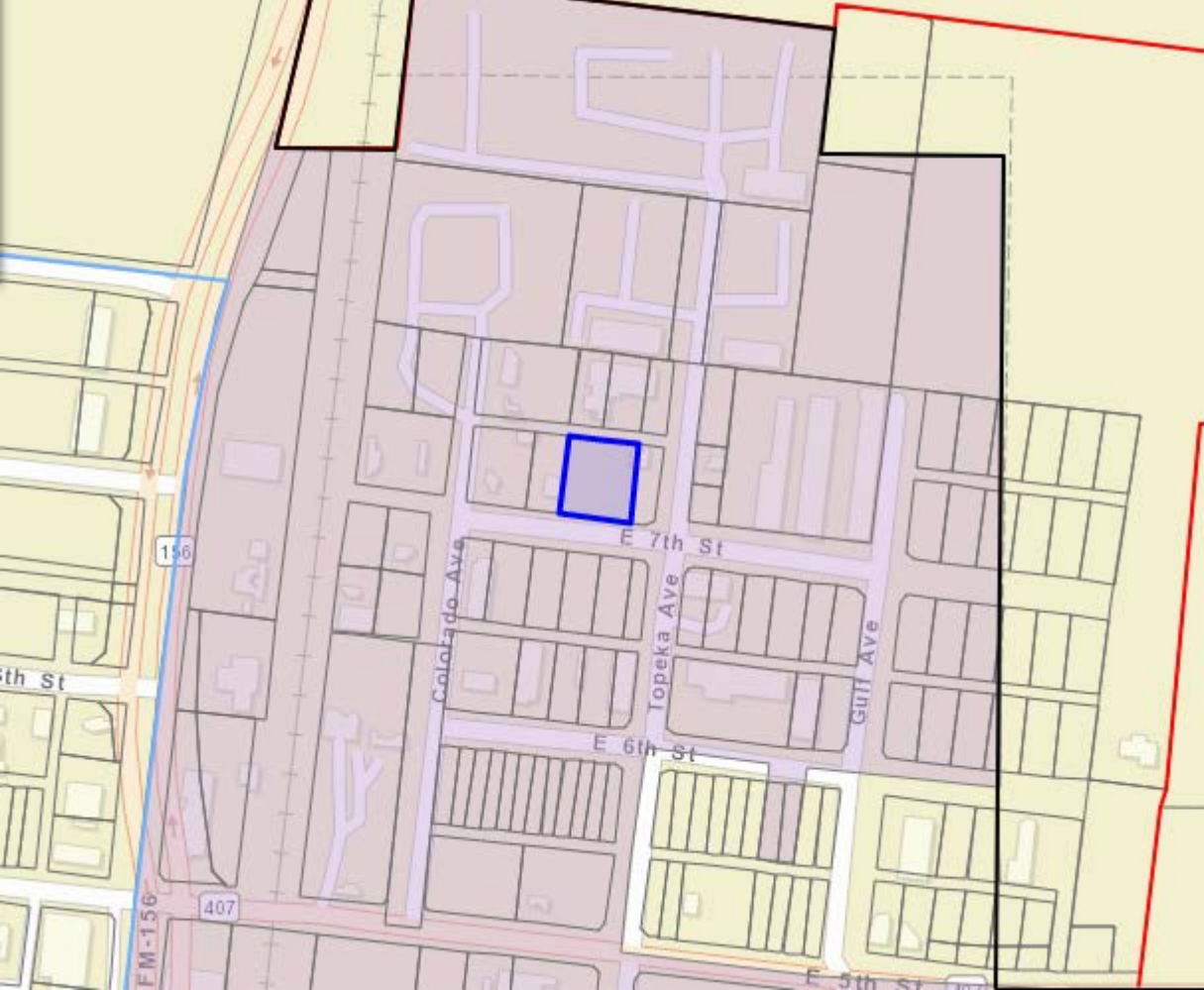
P&Z unanimously recommended approval for the SUP to City Council as presented on January 18, 2022.

Attachments:

1. Maps
2. Susan Warren Narrative Email

3. Proposed Ordinance


69576
69566
69564
69576
TOPEKA AVE
7TH ST


E 7th St
Colorado Ave
Topeka Ave
Gulf Ave
E 6th St
156
407
FM-156

From: CMC Dog Training - Justin
To: Matthew Cyr
Subject: Re: CMC Dog Training SUP
Date: Monday, December 13, 2021 12:50:08 PM

Hi Matthew
As I explained to you on the phone that CMC Dog Training at 206 E. 4th street Justin Texas 76247 is just needing more boarding room for our clients because we are staying full at all times.
Our service is dog boarding for that location.
Our hours open will be 8-5PM Monday-Friday, Saturdays 8-1PM, and closed to the public on Sundays. We will have staff on property after hours for the safety of the dogs.
We are sending you what our inside of the current location on 206 E 4th street looks like and will be making the new location like it.

https://fb.watch/9TjLB3VY6F/

Thank you,
Susan Warren

On Fri, Dec 10, 2021 at 2:59 PM Matthew Cyr <mcyr@cityofjustin.com> wrote:

> Hello Susan,
>
> It was good speaking with you the other day. As discussed over the phone, you will need the following items to start this process:
>
> - Narrative explaining the business (please state that you will make no modifications to the building or site)
>   - General description of the business. Please confirm what services you will be providing.
>   - Hours of operation
>   - Why you are wanting to utilize this space (expansion of your current business)
> - Pictures of the inside of the building to get a better sense of the layout (you can send the link we discussed)
>
> This information should get us started. We will evaluate the site to ensure it meets current ordinances. If we have questions or need additional documentation we will inform you. If you need anything in the meantime, please let me know.

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING A SPECIFIC USE PERMIT (SUP) FOR A KENNEL USE (INDOOR) A LIGHT INDUSTRIAL ZONING DISTRICT SOUTHEAST OF TOPEKA AVENUE AND E 7TH STREET HAVING THE LEGAL DESCRIPTION O T JUSTIN BLK 52 LOT 2 & 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 landowners of property located at 117 E. 7th Street, legally described as O T JUSTIN BLK 52 LOT 2 & 3, zoned as Light-Industrial Centre Street, Justin, Denton County, TX, request a Specific Use Permit for a Kennel Use (Indoor); and

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

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

WHEREAS, the City Council of the City of Justin, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, having held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard, and having considered the recommendation of the Planning and Zoning Commission, has determined that the proposed SUP for Kennel Use in Light Industrial 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 at the southwest corner of FM 156 and Centre Street with the legal description of Lot 3, Block 1 Hardeman Centre Addition Phase I, Justin, Denton County, Texas, is amended to establish a Specific Use Permit for a drive-through restaurant (fast food) in General Business Zoning as further described in the attached documents.

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.

_____
Elizabeth Woodall, Mayor

ATTEST:

_____
Brittany Andrews, City Secretary

Approved as to form:

_____
City Attorney

City Council Meeting

February 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #11 (Workshop)

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

Department: Administration

Contact: Director of Strategic Services, Abbey Reece

Recommendation: Appoint Tanner Haydin to Place 6 on the EDC and CDC Boards.

Background: There is currently one vacancy on both boards. After meeting with the applicant, the boards unanimously recommended this application to city council.

If approved, please appoint him to Place 6.

He has been invited to attend the meeting to answer any questions.

City Attorney Review: N/A

Attachments:

1. Tanner Haydin Application

Board, Commission & Committee Application

First Name	Tanner
Last Name	Haydin
Address	604 Ranchwood Dr
City	Justin
State	TX
Zip Code	76247
Mailing Address (If different)	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	*Field not completed.*
Email Address	tannerhaydin@gmail.com
Are you over the age of 18?	Yes
Are you a registered voter?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	Commercial Loan Officer at First State Bank in Roanoke
Education, Licenses, or Certifications	Bachelor of Science in Economics from Texas A&M University
Are you a current or past member of a Council-appointed Board, Commission, or Corporation?	No

On which Board, Commission, or Committee are you interested in serving? (First Choice)	Type A Economic Development Board
If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.	Planning and Zoning Commission
What work experience, educational experience, community involvement, and/or other skills do you have that would qualify you for a Council-appointed Board, Commission, or Committee?	5 years of experience in commercial real estate lending and small business lending. Active board member with the Metroport Chamber of Commerce. Metroport Chamber Regional Advantage Leadership Program class of 2019. Active board member with Victory Therapy Center in Roanoke.
List any additional information which you believe would be of value for the City Council to know about you.	I have been a Justin resident since February 2020. My wife is a teacher at Clara Love Elementary.
Do you or any member of your immediate family residing in your household, hold a position (paid or unpaid) with any person or organization, or have a contract with or any obligation to any person or entity which might constitute a conflict of interest?	No
Have you ever been convicted of a felony, violation of law, or misdemeanor involving moral turpitude (any offense involving lying, stealing, or cheating?)	No

Are there any criminal charges or proceedings pending against you?	No
By typing your full name in the box, you acknowledge that the information provided is correct to the best of your ability.	Tanner Haydin
Date of Submission	12/29/2021

City Council Meeting

February 8, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: # (Consent)

Title Consider and take appropriate action approving City Council minutes dated January 19, 2022, and January 25, 2022.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Approve minutes as presented.

Background:

City Attorney Review: N/A

Attachments:

1. January 19, 2022 minutes (draft)
2. January 25, 2022 minutes (draft)

James Clark, Mayor Pro Tem
Tomas Mendoza, Councilmember
John Mounce, Councilmember

Jim Tate, Councilmember
Chrissa Hartle, Councilmember

Mayor, Elizabeth Woodall

MINUTES

State of Texas
County of Denton
City of Justin

Justin City Council Regular Session Meeting- January 19, 2022

The Justin City Council Meeting convened into a Regular Session being open to the public the 19th day of January, 2022 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Councilmembers, Chrissa Hartle, John Mounce, Tomas Mendoza, and Jim Tate. City Staff: City Manager, Chuck Ewings, City Secretary, Brittany Andrews, Public Works Director, Josh Little, City Planner, Eric Wilhite, and City Attorney, Matt Butler. Absent: Mayor Pro Tem, James Clark.

Convene into Session: Mayor Woodall called the meeting to order at 6:00PM
Invocation led by Councilman Mendoza
Pledge of Allegiance, and American Flag

STAFF/BOARD UPDATES

- Project/development update - City Manager, Chuck Ewings provided the update to City Council.

WORKSHOP SESSION

1. Discuss approval of Ordinance No.714-22 amending the FY21-22 General Fund budget providing funding for construction of a disc golf course.

   Staff and City Council discussed the Disc Golf course and options for the course. Councilman Mounce asked if there were any plans to discuss with the Timberbrook residents the idea of the course being moved to the park, and if anyone knew how much the course is used on a regular basis. Councilman Mendoza asked how the course fits in overall for Justin, and how does this benefit the quality of life for Justin Citizens. Further few residents that attended the meeting spoke on the course and their concerns for leaving it, as well as the gravel parking area that was added more recently.

2. Discuss approval of a contract with CF Electric, Inc., in the amount of $21,797 for improvements to baseball field lighting.

Public Works Director, Josh Little presented the item. Mayor asked why the decision to replace what is there instead of installing LED's. Josh Little, the full design for the LED's to be installed is roughly $50,000 and for the total installation and design was quoted upwards of $200,000-$250,000. Councilman Mounce asked if this would clean up the hazard present at the concessions, Josh Little responded that it would as well as a few other concerning areas.

3. Discussion regarding a Mayor and Council Vision Statement.

   Mayor Woodall presented the item. Council Members discussed the presented statement and agreed with the purpose and statement.

CONVENE INTO REGULAR SESSION- Immediately Following Workshop Session

PUBLIC COMMENT

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

Mayor Woodall read the following submitted by Kari Mendoza, 320 Hardeman Blvd. Justin, TX 76247. Mayor Woodall and Council Members:
My name is Kari Mendoza and I live at 320 Hardeman Blvd. Thank you for allowing my letter to speak for me on the topic of the disc golf course. My home is towards the end Hardeman Blvd and backs to the creek and parts of the community park. The disc golf course has been years of infringement of my privacy and property. My neighbors and my family were never notified of the intention of this course nor taken seriously when we voiced concerns. We have had people hop our fence, open our gate to access our backyard, people have cursed at myself and my husband, hurt my dogs, been on our roof, thrown a hook over the fence to retrieve their disc with no thought to the damage it was doing to my yard. A disc has hit our back window, fortunately not breaking it. The most unnerving for me has been numerous grown men who have approached me as I arrive home and trying to exit my car, during the most vulnerable time and wanting their disc that very moment. This summer a man banged on our door and rang our bell incessantly because we weren't answering fast enough but my husband and I work from home, we are unable to answer the door whenever we want, my employer doesn't pay me to answer the door. I also feel the course is just not safe. Per an internet search, the average disc can fly between 450-525 feet. The average speed is 50-70 miles/hour. In my opinion, every pad, flight path and basket are well within these measurements in a park that has walking paths, backyards, baseball diamonds and soccer fields, an injury or property damage is just a matter of time.
I would also like to address the gravel pit at the end of Hardeman Blvd, when we moved her almost 15 years ago, Hardeman Blvd was a dead-end road. The gravel pit is an eye sore; it washes out with the rain and having an unlit, unsupervised "parking lot" is asking for trouble, in my opinion it needs to be either a formal parking lot with lighting and parking spaces or back to being a closed off dead end. In closing I was asked the question, why should Justin keep the disc golf, honestly my first thought was just move it somewhere else, but should we really give this problem to another neighborhood? The main issue is the people using the course and their

behavior, can we fix this? Have control over it? Before moving it, the city needs a master plan, or a contingency plan needs to be in place. We need to stop building or putting into action without first making sure of impact and plan for long-term maintenance issues.
Thank you for your time,
Kari Mendoza

Stacy Wampler, 216 N. Sealy, Justin, TX 76247 - Provided a handout to Council and stated she wanted to be here to show them that her property is now in a bad position and flooding, asking who she needed to speak to that could help her.

POSSIBLE ACTION ITEMS

4. Consider and take appropriate action regarding abandonment of City of Justin Well No. 4.

   Councilwoman Hartle moved to approve contracting with Millican to plug Well No. 4 as presented.

   Seconded by: Councilman Mendoza
   Aye votes: Councilmembers Hartle, Mendoza, and Mounce.
   Nay votes: Councilmember Tate
   Motion Carries 3-1

5. Consider and take appropriate action approving a contract with Pacheco Koch in the amount of $150,000 for the development of a comprehensive plan.

   Councilman Mounce moved to approve as presented.

   Seconded by: Councilman Tate
   Aye votes: Councilmembers Hartle, Mendoze, Mounce, and Tate
   Motion carries 4-0

6. Consider approval of Ordinance No.714-22 amending the FY21-22 General Fund budget providing funding for construction of a disc golf course.
   Councilwoman Hartle moved to remove the Disc Golf course immediately and not fund the reconstruction of another course at this time.

   Seconded by: Councilman Mounce
   Aye votes: Councilmembers Hartle, Mounce, and Tate
   Councilman Mendoza precluded himself from voting.
   Motion carries 3-0

7. Consider approval of a contract with CF Electric, Inc., in the amount of $21,797 for improvements to baseball field lighting.

   Councilman Mounce moved to approve the contract with CF Electric, Inc. as presented.

   Seconded by: Councilman Mendoza

Aye votes: Councilmembers Hartle, Mendoze, Mounce, and Tate
Motion carries 4-0

8. Consider and take appropriate action on an amendment to Chapter 52 of the Code of Ordinances to add a “Kiosk” use and definition.

   Councilman Tate moved to apporove item, with the provision of having the statement "minimum of 25sq. ft of open floor space" included and remove the word "ice kiosk"

   Seconded by: Councilman Mendoza
   Aye votes: Councilmembers Hartle, Mendoze, Mounce, and Tate
   Motion carries 4-0

9. Consider and take appropriate action on an amendment to Chapter 52 of the Code of Ordinances to amend SF-2 lot standards.

   Councilman Mounce moved to approve item as presented.

   Seconded by: Councilwoman Hartle
   Aye votes: Councilmembers Hartle, Mendoze, Mounce, and Tate
   Motion carries 4-0

10. Consider and take appropriate action on an amendment to Chapter 52 of the Code of Ordinances to add lighting standards.

    Councilman Mounce moved to approve item as presented.

    Seconded by: Councilwoman Hartle
    Aye votes: Councilmembers Hartle, Mendoze, Mounce, and Tate
    Motion carries 4-0

11. Consider approval of Resolution No.576-22 providing notice for a public hearing for adoption of water, wastewater and roadway impact fees.
    Councilman Mendoza moved to approve Resolution 576-22.

    Seconded by: Councilman Mounce
    Aye votes: Councilmembers Hartle, Mendoze, Mounce, and Tate
    Motion carries 4-0

CONSENT

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

12. Consider and take appropriate action approving City Council minutes dated December 14, 2021.

Councilman Mounce approved the item as presented.

Seconded by: Councilwoman Hartle
Aye votes: Councilmembers Hartle, Mendoze, Mounce, and Tate
Motion carries 4-0

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 private consultation with the City Attorney regarding:
    - Chapter 380 Agreement with OES
    - West Side Wastewater Improvement Agreement

Convene into executive session at 8:07PM

Adjourn into open meeting at 8:43PM

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

No Action

FUTURE AGENDA ITEMS

- Home Rule Charter
- Council Workshop
- Compisition of Library Board

ADJOURN

With there being no further business, the meeting was adjourned at 8:45PM

Brittany Andrews
Brittany Andrews, City Secretary Seal:

James Clark, Mayor Pro Tem
Tomas Mendoza, Councilmember
John Mounce, Councilmember

Jim Tate, Councilmember
Chrissa Hartle, Councilmember

Mayor, Elizabeth Woodall

MINUTES

State of Texas
County of Denton
City of Justin

Justin City Council Regular Session Meeting- January 25, 2022

The Justin City Council Meeting convened into a Regular Session being open to the public the 25th day of January, 2022 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, James Clark, Councilmembers, Chrissa Hartle, John Mounce, Tomas Mendoza, and Jim Tate. City Staff: City Manager, Chuck Ewings, Director of Strategic Services, Abbey Reece, City Secretary, Brittany Andrews, Finance Director, Josh Armstrong, Public Works Director, Josh Little, City Engineer, Chris Cha, and City Attorney, Sam Hawk.

Convene into Session: Mayor Woodall called the meeting to order at 6:00PM
Invocation led by: Mayor Pro Tem, Clark
Pledge of Allegiance, and American Flag

STAFF/BOARD UPDATES

- Financial update - Finance Director, Josh Armstrong presented.

PUBLIC COMMENT

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

Tom Cronberger - 806 W. 12th St. Justin, TX 76247, Asked about the mowing contract item and was the cost figured for monthly, or annually?

Mayor Woodall read the following submitted by residents Chris and Amy Hughes. Ms Mayor, City Council, and City of Justin: We have been asking for years now, that someone takes action on the danger that the City has placed our homes in. So as you can imagine the relief we felt hearing Councilman John Mounce, Councilman Tomas Mendoza, and Councilman Chrissa Hartle speak out against the Frisbee Golf course placement. They very specifically each mentioned the unsafe nature of the sport and Both Mr Mounce and Mr Mendoza spoke to the unsavoriness of many whom play that sport. They also agreed and supported our neighbors in stating that a frisbee

could kill a child, or the severe injury of someone due to the speed of the Frisbee as a projectile. Along with the conversation and ultimate decision to place a cease-and-desist order and immediately remove the course, they discussed Frisbees entering yards, homeowners wearing helmets to be in their backyards, and individuals trespassing to retrieve frisbees. We would like to thank the Council for setting this precedent and want to know when the Baseball field that faces our homes will also be shutdown. The field faces our homes. One of the Frisbee arguments was that the disc could break windows. This Baseball field has actually broken multiple windows, and destroyed a saltwater aquarium, killing some very expensive fish. Fence panels have been broken, and on many many occasions, baseball players have destroyed fences while trying to climb into our yards to retrieve balls. The field were never built appropriately and yet the City continues to spend money on them, instead of tearing them out and making them right. It is only 320 ft from home plate to our home. The field is too short, the fences are not tall enough, the lights illuminate just about every room in our home. The individuals that come into our yards are very disrespectful, and often times the adults that practice there are an even bigger problem because they are drinking, and belligerent about getting their balls when they hit them into our yards. The fields need to be redesigned, with our safety in mind, and with the precedence set by Mr Mounce, Mr Mendoza and Ms Hartle with the Frisbee Golf decision, when can we expect a much much more dangerous baseball field to be closed, and properly engineered facing away from our homes. Some facts to consider: Disc golf average speed 45 to 65 MPH Hit Baseball Average speed 70 – 90 mph Disc Golf impact 25 to 40 Ft lbs Baseball impact 80 to 100 Ft lbs. Please immediately close this one field so that our Children can be safe in our own yards. Parking is another issue. During the weekends when multiple fields are being used, many vehicles are parked on the roads and in the grass. During Justin's spring festival, parking was along our fence line, and up and down both sides of the streets. It is time a real plan is make for our park, and it is time to take the safety of homeowners and our Children into account. Thank you, Residents of Hardeman Estates, Cedar Crest Drive. Chris and Amy Hughes

POSSIBLE ACTION ITEMS

1. Consider and take appropriate action approving award of contract to Brightview Landscape Services, INC. in the amount of $52,200.00 for grounds maintenance.

   Councilman Mounce moved to approve the contract with Brightview Landscape Services, INC. as presented.

   Seconded by: Mayor Pro Tem, Clark
   Aye votes: Councilmembers Hartle, Clark, Mounce, Mendoza and Tate.
   Motion carries

2. Consider and take appropriate action regarding a service area agreement between the City of Justin and Aqua Texas, Inc. regarding service of water to an approximately 9.7 acre-tract of land in Denton County located FM 156, approximately 1.4 miles south of downtown Justin.

Mayor Pro Tem, Clark moved to approve the item.

Seconded by: Councilman Tate
Aye votes: Councilmembers Hartle, Clark, Mounce, Mendoza and Tate.
Motion carries

3. Consider and take appropriate action regarding appointments to the Keep Justin Beautiful Committee.

   Mayor Pro Tem, Clark moved to approve the Park Board appointments to the Keep Justin Beautiful Committee and applicant Kati Taylor to Place 3 on the Parks and Recreation Board and Keep Justin Beautiful Committee.

   Seconded by: Councilwoman Hartle
   Aye votes: Councilmembers Hartle, Clark, Mounce, Mendoza and Tate.
   Motion carries

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

   Mayor Pro Tem, Clark moved to approve applicant Brian Ovens to Place 3 on the Justin Community Library Board.

   Seconded by: Councilman Mounce
   Aye votes: Councilmembers Hartle, Clark, Mounce, Mendoza and Tate.
   Motion carries

CONSENT

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

5. Consider and take appropriate action to approve Ordinance 715-22 authorizing and calling a general municipal election to be held on Saturday, May 7, 2022 for the purpose of electing three (3) City Council Members to two (2) year terms, authorizing the notice of election; authorizing a joint election order with other Denton County political subdivisions; and authorizing the City Manager to enter into a contract with Denton County, Texas for election services.

   Councilman Mounce moved to approve Ordinance 715-22 as presented.

   Seconded by: Mayor Pro Tem, Clark
   Aye votes: Councilmembers Hartle, Clark, Mounce, Mendoza and Tate.
   Motion carries

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 private consultation with the City Attorney regarding:
    - West Side Wastewater Improvement Agreement
    - Range Creek Municipal Utility District of Denton County

- Under Section 551.087, Deliberation regarding economic development negotiations:
    - Chapter 380 Agreement with OES

Convene into executive session at 6:31PM

Adjourn into open meeting at 6:49PM

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

   No Action

FUTURE AGENDA ITEMS

- Discuss Meeting Format
- Discuss Ballfields
- Alleyways in Old Town

ADJOURN

With there being no further business, the meeting was adjourned at 6:54PM

Brittany Andrews
Brittany Andrews, City Secretary Seal: