

John Mounce, Mayor Pro Tem
Tomas Mendoza, Councilmember
Chrissa Hartle, Councilmember



James Clark, Councilmember
Jim Tate, Councilmember

Elizabeth Woodall, Mayor

**CITY OF JUSTIN
CITY COUNCIL AGENDA
OCTOBER 25, 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”*

PRESENTATION

- Fiscal Year 2021-2022 annual audit

WORKSHOP SESSION

Discuss regular session agenda items

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.

POSSIBLE ACTION ITEMS

1. Consider and take appropriate action to approve a contract with NewGen for a utility rate study.
2. Consider and take appropriate action regarding the purchase of a Skid Steer and equipment in the amount of \$96,993.64.

3. Consider and take appropriate action regarding the purchase of a Valve Maintenance Trailer in the amount of \$80,885.25.
4. Consider and take appropriate action to award a contract to C. Green Scaping, LP, in the amount of \$1,073,455.89 for the construction of lighting and landscaping improvements to parking areas in Old Town.
5. Consider all matters incident and related to approving and authorizing the publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto.
6. Consider and take appropriate action regarding the Justin Veterans Memorial funding plan.
7. Consider and take appropriate action approving the First Amendment and Renewal Agreement for household hazardous waste residential pickup.

CONSENT

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

8. Consider and take appropriate action to approve City Council minutes dated October 11, 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:
 - Preserve Development Agreement
 - Range Road Development Agreement

Convene into executive session.

Adjourn into open meeting.

9. 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 21st day of October, 2022 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews

Brittany Andrews, City Secretary

City Council Meeting

October 25, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #1

Title: Consider and take appropriate action to approve a contract with NewGen for a utility rate study.

Department: Administration

Contact: City Manager, Chuck Ewings, Finance Director, Josh Armstrong

Recommendation: Make a motion to approve the contract with NewGen Strategies and Solutions

Background: The city is currently in its 4th year of the rate study performed by NewGen. Since the time of its implementation, the city has entered into an agreement with TRA to be included in the regional wastewater treatment plant. Staff feel we should reevaluate our current projections a year sooner based on this new agreement to ensure that we are not overcharging our water and sewer customers as well as making sure that we are covering our operations and debt costs. The total cost of the contract is \$28,000 and will be split between the water and wastewater department. NewGen utilized state pricing, so we do not require any additional bids.

City Attorney Review: N/A

Attachments: NewGen Contract



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

October 7, 2022

Mr. Josh Armstrong, MPA, CGFO
City of Justin
415 N. College Avenue
PO Box 129
Justin, TX 76247

Re: **Open Services Agreement – Water and Sewer Rate Projection for FY 2024 and Beyond**

Dear Mr. Armstrong:

Based on our conversations, it is our understanding that the City of Justin, Texas (City) is interested in engaging NewGen Strategies and Solutions, LLC (NewGen) to assist the City with updating the Water and Sewer Water Rate Analysis Study (Study) previously conducted by our Project Team. As part of this engagement, NewGen will assist the City as requested and directed by the City Manager or other designated City staff.

This open services agreement is meant to simplify the administration of our consulting services and allow NewGen to work on an “on-call” basis with the City and provide services as may be requested.

This assistance may include, but is not limited to, the following:

- Updating the previously prepared Water and Sewer Water rate analysis reflective of budgeted expenses in Fiscal Year (FY) 2024, as well as other operational changes experienced by the City;
- Prepare a projection of expenses for a five-year period inclusive of FY 2024 and beyond;
- Determine the adequacy of current Water and Sewer Water rates as compared to projected expenses and develop recommendations for appropriate rate adjustment;
- Preparing a regional comparison of Water and Sewer charges to determine the City’s overall competitive position;
- Prepare presentation materials for the City Council detailing the analysis conducted and results of the Project Team’s work;
- Participation and/or presentation in meetings with customers, decision-makers, and/or key stakeholders as may be requested; and
- Other services as may be requested.

As services are requested and performed, NewGen will invoice the City on a monthly basis for actual hours worked at our then applicable hourly billing rates, plus out of pocket expenses incurred at cost.

Costs incurred by NewGen under this agreement, inclusive of out-of-pocket expenses, will not exceed \$28,000 without prior written authorization of the City. NewGen shall not be required to furnish services or incur expenses above \$28,000 without prior written authorization and additional funding committed by the City. This agreement is subject to cancellation by the City with thirty (30) days prior written notice

Mr. Josh Armstrong

October 7, 2022

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provided to NewGen. In the event of cancellation, all labor and expense charges incurred by NewGen through the date of cancellation will be considered due at the time notice of cancellation is delivered, regardless of work product and/or engagement status.

NewGen's hourly billing rates, effective through December 31, 2023, are as follows:

NewGen Strategies and Solutions 2023 Billing Rates	
Position	Hourly Billing Rate
Partner	\$235 – \$370
Principal	\$235 – \$360
Senior Manager	\$225 – \$270
Manager	\$180 – \$225
Senior Consultant	\$150 – \$180
Consultant	\$125 – \$150
Administrative Services	\$110 – \$125

Note: Billing rates are subject to change based on annual reviews and salary increases.

All payments made under this engagement should be remitted to:

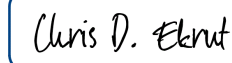
NewGen Strategies and Solutions, LLC
275 W. Campbell Rd. Suite 440
Richardson, Texas 75080

By executing this letter, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications received by the City and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry best practices.

If this letter and its terms and conditions are acceptable, please execute via DocuSign or physically and return via email or mail to our Richardson, Texas office. If you should have any questions regarding this letter and/or require additional information, please contact Chris Ekrut at (972) 232-2234.

Very truly yours,

DocuSigned by:



FB62F346CFA8440...
Chris D. Ekrut

Chief Financial Officer

NewGen Strategies and Solutions

Mr. Josh Armstrong

October 7, 2022

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City of Justin, Texas (\$28,000 Open Services)

Accepted By: _____ Title: _____
(Signature)

Printed Name: _____ Date: _____

City Council Meeting

October 25, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #2

Title: Consider and take appropriate action regarding the purchase of a Skid Steer and equipment in the amount of \$96,993.64.

Department: Administration

Contact: Public Works Director, Josh Little

Recommendation: Approve purchase of equipment as presented.

Background:

City Council approved \$90,000 in the General Fund in the current budget for the purchase of a Skid Steer. Public Works would recommend purchasing the Skid Steer with a mowing deck, forks, grappling bucket & extra bucket with cutting teeth. This equipment is very versatile & can be used by all Public Works Depts.

This equipment would be purchased through Sourcewell, a Government Cooperative Purchasing Agency for \$96,993.64. Since this amount is above the budget estimate, other equipment purchases will be deferred.

City Attorney Review: N/A

Attachments:

1. Quote
2. Equipment photos



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
2902 N Central Expy
McKinney TX, 75071
Phone: (214) 856-4899 - Fax:

Proposal for:
CITY OF JUSTIN
PO BOX 129
JUSTIN, TX, 76247
DENTON

Investment Proposal Date: 10/11/2022
Pricing Valid Until: 10/25/2022
Deal Number: 1590516
Customer Account#: 2541003
Sales Professional: Justen Phillips
Phone: (972) 438-4699
Fax: (469) 617-7402
Email: JPhillips@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 JOHN DEERE 325G	\$108,628.30
			Customer Discount Sourcewell Contract 032119-JDC	(\$31,507.20)
			Warranty -John Deere Power Train & Hyd.-60 Months, 3000 Hours,Deductible: 0	
1	TBD TBD	0	Attachment - New 2022 JOHN DEERE REVFAN	\$879.50
1	644452 X638469	0	Attachment - New 2022 JRB FORKS48	\$1,029.54
1	602517 X712949	0	Attachment - New 2023 JOHN DEERE RC78B	\$10,068.86
1	1T0GS78BKM00000446 X627766	0	Attachment - New 2022 JOHN DEERE GRAPPLE78S	\$5,603.00
1	PXBUT78T00795 X566121	0	Attachment - New 2022 JOHN DEERE T78	\$2,291.64
Equipment Subtotal:				\$96,993.64

Purchase Order Totals

Balance: \$96,993.64
Total Taxable Amount: \$0.00
TX STATE TAX: \$0.00
TX CITY TAX: \$0.00
Sales Tax Total: \$0.00
Sub Total: \$96,993.64
Cash with Order: \$0.00
Balance Due: **\$96,993.64**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 JOHN DEERE 325G	00D2T 325G COMPACT TRACK LOADER 0750 Cab/Heat/AC, Power QT, SL, 2Spd 1301 Engine - Turbocharged - FT4 8060 Engine Air Precleaner 1501 English Operator's Manual and Decals 170K JDLink 2645 Zig-Zag Bar Tread Pattern - 15.8 in. (400mm) Tracks 0953 ISO-H Switchable Controls and EH Joystick Performance Package 6003 Vinyl, Air-Ride Seat 4003 3-Inch Seat Belt with Shoulder Harness 8042 Rear View Camera 8342 Radio, AM/FM with Bluetooth 8380 Footrest with Floormat 9052 78 in. HD Construction Bucket (19.4 cu. ft.) with Edge 8300 Counterweight, (Single Set)
1	TBD	2022 JOHN DEERE REVFAN	BYT10356 Field Kit, Reversing Fan
1	644452	2022 JRB FORKS48	67604 48" TINES
1	602517	2023 JOHN DEERE RC78B	1000 ROTARY CUTTER WHEEL KIT
1	1T0GS78BKM00000446	2022 JOHN DEERE GRAPPLE78S	None
1	PXBUT78T00795	2022 JOHN DEERE T78	None

G-SERIES
SKID STEER



JOHN DEERE

325G



INTELLIGENCE
AT WORK

STANDOUT FEATURE

TALL ORDER.





OPTIONAL
4-SEASON CAB
FOR ALL-WEATHER PRODUCTIVITY











JOHN DEERE



AP13D Pallet Fork

- High tensile, heavy-gauge steel frame
- Tines float while picking up and removing pallets on uneven terrain
- Tines can be made rigid at any position using set screws
- The AP13 Series Pallet Forks are built with welded components and high-tensile, heavy-gauge steel for years of dependable service.

G-SERIES
SKID STEER



JOHN DEERE

325G



INTELLIGENCE
AT WORK



YOUR INSPIRATION, OUR DEDICATION.

You run 'em, so why wouldn't we pick your brain about your expectations of a compact track loader (CTL)? As participants in our Customer Advocate Group, users like you stepped up and helped point the way for the G-Series. Challenged and inspired by your thoughts and ideas, we went to work on Generation Next. We added more power under the hood and increased lift height, reach, stability, and breakout force. We paid attention to the little things that are a big deal to our customers, like optional heated seat, side lighting, and rearview camera — for more productivity and uptime, at a lower daily operating cost. And now our 333G SmartGrade™ is the first compact machine to feature fully integrated 3D grade-control technology.

HEAD-TURNING PERFORMANCE

SEE WHAT YOU CAN DO.

You're going to like what you see in these latest "Gs". They deliver performance that'll really grab your attention — as well as your share of the work.

The choice is yours

With grade-control options ranging from entry-level 2D Grade Guidance, to Slope Control and new laser Slope Control, and up to fully integrated SmartGrade, you can choose the factory-ready solution that helps you grade your way.

Beast mode

Extreme pushing power and bucket breakout forces deliver the tractive effort and leverage to carve out clay, power through piles, and handle heavy loads.

Speedsters

Standard two-speed drivetrain on all models delivers travel speeds over eight mph, for quick work cycles.

Fewer pit stops

Fluid-efficient diesels and large tanks enable daylong operation, letting you do more between fill intervals.

Rock-solid stability

Longer track frames and optimized roller spacing on the 331G and 333G improve balance and stability, to enhance agility and operator comfort.

EH boom performance package

Shorten cycle times and speed production in repetitive boom applications with the optional electrohydraulic (EH) boom performance package available on 331G and 333G models.

Hydraulic boost

Increased auxiliary hydraulic flow and power enable G-Series CTLs to make the most of an even broader range of attachments.



2-SPEED DRIVETRAIN

STANDARD ON ALL MODELS



STANDOUT FEATURE

TALL ORDER.





DO MORE WITH ONE

REACH HIGHER WITH LESS EFFORT.

The refined vertical-lift loader design of these compact models rises higher and reaches farther than previous models, for quicker and easier loading. G-Series CTLs serve up substantially greater boom breakout force, so you accomplish more with just one CTL. They also work comfortably in tight quarters, and they're easy to trailer. Now, who says you can't always get what you want?

Power lifter

Increased rated operating capacities up to 3,700 pounds give these machines the muscle you need to tote heavy loads.

Carry more, spill less

Boom design keeps the load close to the machine for better stability. Low center of gravity, up to 35-degree bucket rollback, and optional ride control and self-leveling also help keep buckets heaped and forks fully loaded.

Dig in

Breakout force has been increased substantially over our previous models, to make lifting heavy loads easier. Helps heap the bucket and keep big loads coming, too.

Load warrior

Height to hinge pin up to 11 feet enables these CTLs to easily load tandem-axle dump trucks, feed mixers, and fill hoppers. You'll also appreciate the additional reach to truck-bed height when handling pallets of pavers or other heavy materials.

Grade it easy

The 333G SmartGrade includes Deere's patent-pending DozerMode. A quick push of a button on the sealed-switch module switches to the electro-hydraulic (EH) control pattern for the CTL to function like a crawler dozer, enabling intuitive operation.



ROOM WITH A VIEW

EFFICIENT OPERATION THAT'S EASY TO SEE.

Spacious, comfortable cab is tightly sealed to keep out noise and dust. Available options include a four-season cab, Bluetooth® radio, and a heated seat.

Your controls, your way

Choose from four different control styles and performance features:

- Standard equipment: Electrohydraulic (EH) ISO-pattern joystick controls on the 325G, 331G, and 333G
- Optional ISO-H switchable joystick controls and EH joystick performance package*
- Optional EH 4-way controls, including EH foot control, ISO joystick control, H-pattern joystick control, and ISO and foot controls on the 331G and 333G
- Optional ISO controls with programmable detents with the EH joystick performance package* and the EH boom performance package on the 331G and 333G†

*EH joystick performance package features switchable accelerator/decelerator, selectable propel speeds, creep control, boom- and bucket-speed settings, and 12-volt 3- and 14-pin attachment-control harness with dash-mounted 4th-function rocker switch.

†EH boom performance package features include EH bucket self-level up and down, return to dig, return to carry, and boom-height kick-out.

Four-season comfort

Add a heated air-suspension seat to the heated and air-conditioned pressurized cab to enhance comfort no matter the weather.

Get good grades

Available on the 331G and 333G, optional onboard grade-indication provides a real-time readout of cross-slope (roll of the machine) and mainfall slope (pitch of the machine) on the in-cab monitor:

- Reference **absolute value**, or machine relationship to an absolute flat plane, to easily grade a flat pad.
- Access **relative value**, or machine relationship to the existing grade, to make a steeper existing grade.

Heads-up operation

Easy-to-read LCD monitor provides a wealth of machine info and control — including vital operating conditions and advanced diagnostics.

Lighten up

Excellent all-around visibility has been further enhanced with customer-inspired LED side-lighting and rearview-camera options.

Push-button convenience

Standard sealed-switch module controls amenities such as keyless start and anti-theft settings, plus fingertip activation of numerous machine functions including optional ride control and self-leveling.





OPTIONAL
4-SEASON CAB
FOR ALL-WEATHER PRODUCTIVITY



TOUGH ENOUGH

UPTIME YOU CAN BANK ON.

Like all John Deere machines, the G-Series is loaded with features that help save time and money. When you know how they're built, you'll run a Deere CTL.



In-boom hydraulics

Auxiliary hydraulic lines and wiring are routed through the boom where they're protected from damage.

Smooth operator

Optional anti-vibration undercarriage system for the 333G* allows higher travel speeds over rough terrain with better material retention and lower operator fatigue. New bogie system enables smoother transitions over uneven surfaces.

Cool idea

Unique V-plenum (325G) and Tri-Cool (331G and 333G) designs employ large coolers for impressive performance in severe, high-load conditions.


Handy component access

These CTLs share components such as engines with our skid steers and compact excavators, which streamlines the filters and fluids you need on hand when you run a Deere fleet.

**Only for zigzag-bar tracks; not compatible with SmartGrade or SmartGrade with Slope Control.*



TRI-COOL™
SYSTEM DESIGN
(331G AND 333G ONLY)

A close-up, low-angle shot of a John Deere forklift lifting a large, rectangular concrete block. The block is resting on a wooden pallet. The forklift's mast and forks are visible, with the yellow body of the machine partially seen on the right. The background is a blurred, reddish-brown wall.

WORK OUR CONNECTIONS.

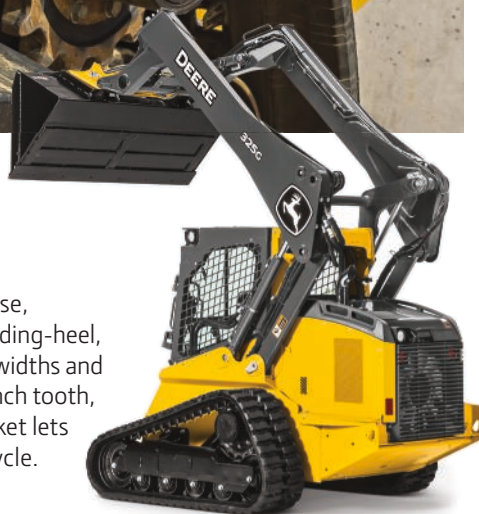
BE MORE THINGS TO MORE PEOPLE.

If you're looking for a way to help build your business, John Deere attachments are a great place to start. With more than 100 attachments, these specialized and general-purpose additions enable you to broaden your abilities, work smarter, and accomplish even more.



Bucket choices abound

Choose from rock, multipurpose, construction, utility, tooth, grading-heel, and rollout buckets in varying widths and capacities. Extreme-duty 90-inch tooth, serrated, or smooth-edge bucket lets you make the most of every cycle.



Clear it out

A rugged root rake, rotary cutter, or mulching head can help tackle tough land-clearing tasks.

Snow business

Equipped with optional zigzag-style tracks and a snow blade, blower, or pusher, G-Series machines make quick work of cleaning up whatever winter drops your way.

Streetwise

Perfect for concrete or asphalt flatwork, our angle brooms, vibratory rollers, cold planers, hydraulic hammers, and a wide range of buckets let you hit the ground running.

Landscape tools

Landscape and nursery options include nursery forks, rotary tillers, planetary augers, pallet forks, power rakes, dozer blades, and roller levels, to list just a few.

Farm hands

For handling hay, cleaning pens, rebedding stalls, or numerous other agricultural chores, we've got the bale huggers, bale spears, grapples, material/manure scrapers, forks, and buckets to get it done.

Get attached

Universal Quik-Tatch™ enables you to go from bucket, to forks, to whatever, in just seconds, to accomplish more with one machine. Generous standard and optional high-flow auxiliary hydraulics let you effortlessly run powered attachments such as planetary augers, hydraulic hammers, and trenchers.

Easy interior maintenance

If you're a neat freak or run a rental yard, you'll appreciate the convenient cab-footwell floor access that helps speed cleanout. Cab side windows also remove easily for cleaning.

Convenient cooler cleanout

Hinged hood and easy-to-remove side shields yield wide-open access to coolers, simplifying core cleanout. Fan option can be set to automatically reverse to clear core-clogging buildup.

Generous power

Turbocharged diesels meet rigid emission standards, run smooth, and pack plenty of power and torque.

JDLink™ machine monitoring

Optional JDLink connectivity provides machine data and health alerts to help you decrease costly downtime.





325G / 331G SPECIFICATIONS

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

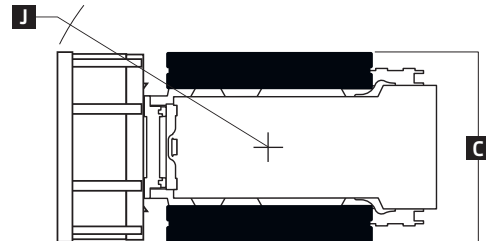
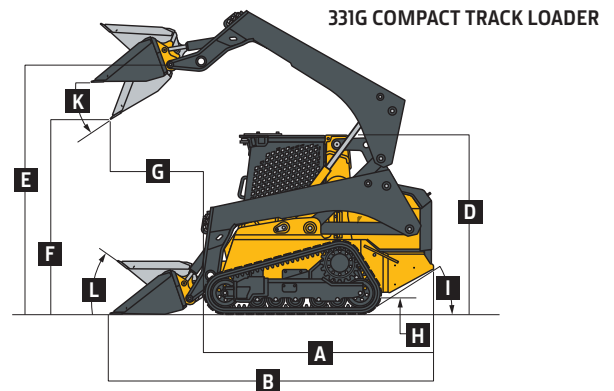
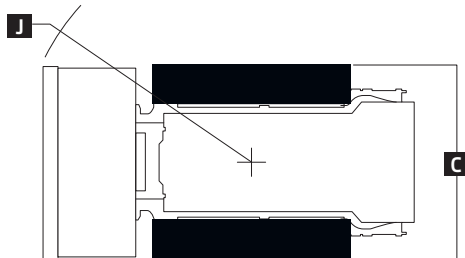
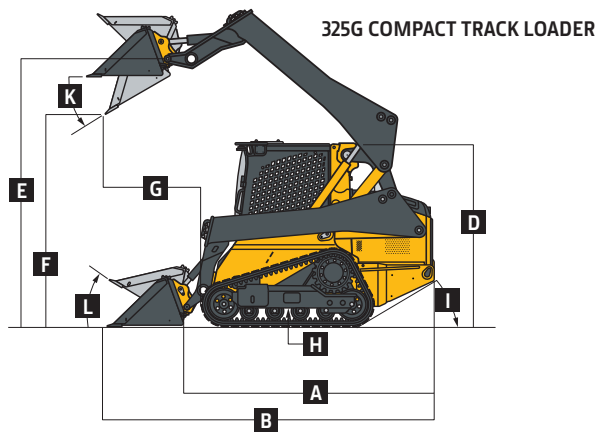
Engine	325G	331G
Manufacturer and Model	Yanmar 4TNV98CT	Yanmar 4TNV94FHT
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV	EPA Final Tier 4/EU Stage IV
Cylinders	4	4
Gross Rated Power (ISO 14396)	54.8 kW (74 hp) at 2,500 rpm	68 kW (91.2 hp) at 2,500 rpm
Net Power (SAE J1349 / ISO 9249)	52.5 kW (70 hp) at 2,500 rpm	66 kW (88.5 hp) at 2,500 rpm
Peak Torque	280 Nm (207 lb.-ft.) at 1,800 rpm	382 Nm (281.8 ft.-lb.) at 1,700 rpm
Displacement	3.3 L (203 cu. in.)	3.1 L (186.3 cu. in.)
Rated Engine Speed	2,500 rpm	2,500 rpm
Torque Rise	34% at 1,800 rpm	47% at 1,700 rpm
Aspiration	Turbocharged	Turbocharged, intercooled
Air Cleaner	Dry dual element	Dry dual element
Cooling		
Fan Type	Variable-speed hydraulic drive standard / reversing fan drive optional	
Powertrain		
Pump	Axial-piston hydrostatic	Axial-piston hydrostatic
Controls	Electrohydraulic	Electrohydraulic
Travel Speeds		
2 Speed, Low	8.4 km/h (5.2 mph)	8.5 km/h (5.3 mph)
2 Speed, High	13.2 km/h (8.2 mph)	12.6 km/h (7.8 mph)
Brake	Integral, automatic, spring-applied, hydraulically released wet-disc brake	
Undercarriage		
Rubber Tracks	New-Generation smooth-ride long-life rubber with steel inserts	
Track Width		
Standard	320 mm (12.6 in.)	400 mm (15.8 in.)
Optional	400 mm (15.8 in.)	450 mm (17.7 in.)
Ground Pressure		
With 320-mm (12.6 in.) Track (standard on 325G / N/A on 331G)	39.3 kPa (5.7 psi)	—
With 400-mm (15.8 in.) Track (optional on 325G / standard on 331G)	32.4 kPa (4.7 psi)	38.1 kPa (5.5 psi)
With 450-mm (17.7 in.) Track (N/A on 325G / optional on 331G)	—	33.9 kPa (4.9 psi)
Track Rollers (per side)	4 triple-flange smooth-ride all-steel rollers	5 triple-flange smooth-ride all-steel rollers
Track Idlers (per side)	2 double-flange smooth-ride all-steel rollers	2 double-flange smooth-ride all-steel rollers
Bearings/Seals (rollers/idlers)	Heavy-duty journal bearings and metal face seals	Heavy-duty journal bearings and metal face seals
Tractive Effort	3859 kgf (8,500 lbf)	5221 kgf (11,500 lbf)
Hydraulics		
Pump Flow		
Standard	78 L/m (21 gpm)	80 L/m (23.5 gpm)
Total With High-Flow Option	120 L/m (32 gpm)	138 L/m (36.5 gpm)
System Pressure at Couplers	23 787 kPa (3,450 psi)	23 787 kPa (3,450 psi)
Hydraulic Horsepower Flow (calculated)		
Standard	31.1 kW (41.7 hp)	35 kW (47 hp)
High	47.4 kW (63.6 hp)	55 kW (73 hp)
Cylinders		
Type	John Deere heat-treated, chrome-plated polished cylinder rods, hardened steel (replaceable bushings) pivot pins	
Electrical		
Voltage	12 volt	12 volt
Battery Capacity	750 CCA standard / 925 CCA optional	925 CCA
Alternator Rating	75 amp	90 amp
Lights	Halogen, 2 front and 1 rear	Halogen: 2 front and 1 rear standard / deluxe LED: 4 front and 1 rear optional
Operator's Station		
ROPS (ISO 3471) / FOPS (ISO 3449) structure with quick-pivot standard		
Serviceability		
Refill Capacity		
Fuel Tank	79 L (21 gal.)	114 L (30 gal.)

325G / 331G SPECIFICATIONS



While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Operating Weights	325G	331G
With 320-mm (12.6 in.) Track (standard on 325G / N/A on 331G)	4313 kg (9,500 lb.)	—
With 400-mm (15.8 in.) Track (optional on 325G / standard on 331G)	4381 kg (9,650 lb.)	5403 kg (11,900 lb.)
With 450-mm (17.7 in.) Track (N/A on 325G / optional on 331G)	—	5448 kg (12,000 lb.)
Machine Dimensions		
A Length Without Bucket	2.85 m (112.3 in.) (9 ft. 4 in.)	3.10 m (122 in.) (10 ft. 2 in.)
B Length With Foundry Bucket	3.46 m (136.3 in.) (11 ft. 4 in.)	3.71 m (146 in.) (12 ft. 2 in.)
C Width Without Bucket		
With 320-mm (12.6 in.) Track	1.82 m (71.5 in.) (6 ft. 0 in.)	—
With 400-mm (15.8 in.) Track	1.90 m (74.7 in.) (6 ft. 3 in.)	2.00 m (78.9 in.) (6 ft. 7 in.)
With 450-mm (17.7 in.) Track	—	2.05 m (80.7 in.) (6 ft. 9 in.)
D Height to Top of ROPS	2.06 m (81.1 in.) (6 ft. 9 in.)	2.20 m (86.7 in.) (7 ft. 3 in.)
E Height to Hinge Pin	3.20 m (126.1 in.) (10 ft. 6 in.)	3.35 m (132 in.) (11 ft. 0 in.)
F Dump Height With Foundry Bucket	2.59 m (102.1 in.) (8 ft. 6 in.)	2.69 m (106.1 in.) (8 ft. 10 in.)
G Dump Reach		
With Foundry Bucket	0.75 m (29.7 in.)	0.71 m (28 in.)
With Construction Bucket	0.94 m (37 in.) (3 ft. 1 in.) with edge	0.88 m (34.6 in.) with no edge
H Ground Clearance	0.24 m (9.3 in.)	0.24 m (9.4 in.)
I Angle of Departure	30.5 deg.	31 deg.
J Front Turn Radius With Foundry Bucket	2.03 m (80 in.) (6 ft. 8 in.)	2.18 m (85.7 in.) (7 ft. 2 in.)
K Dump Angle (full lift height)	41 deg.	48 deg.
L Bucket Rollback (ground level)	34 deg.	35 deg.



Loader Performance	325G	331G
Tipping Load	3360 kg (7,400 lb.) with foundry bucket	4021 kg (8,857 lb.) with construction bucket
SAE Rated Operating Capacity		
At 35% Tipping Load	1176 kg (2,590 lb.) with foundry bucket	1407 kg (3,100 lb.) with construction bucket
At 50% Tipping Load	1680 kg (3,700 lb.) with foundry bucket	2011 kg (4,429 lb.) with construction bucket
Boom Breakout Force		
With Foundry Bucket	2384 kg (5,250 lb.)	2724 kg (6,000 lb.)
With Construction Bucket	2157 kg (4,750 lb.)	2724 kg (6,000 lb.)
Bucket Breakout Force		
With Foundry Bucket	3973 kg (8,750 lb.)	4688 kg (10,325 lb.)
With Heavy-Duty Construction Bucket	2724 kg (6,000 lb.)	3450 kg (7,600 lb.)

Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

325G	331G	333G	Engine
●	●	●	Meets EPA Final Tier 4/EU Stage IV emissions
▲			Meets EPA Interim Tier 4/EU Stage IIIA emissions
	▲	▲	Meets EPA Interim Tier 4/EU Stage IIIB emissions
●			Yanmar 4TNV98CT
▲			Yanmar 4TNV98T
	●	●	Yanmar 4TNV94FHT
	▲	▲	Yanmar 4TNV94CHT
●	●	●	Auto-idle
●	●	●	Automatic fan tensioner
●	●	●	Automatic preheat
●	●	●	Electronic injection system
▲	▲	▲	Engine air precleaner kit
●			Fuel tank, 79 L (21 gal.)
	●	●	Fuel tank, 114 L (30 gal.)
●	●	●	John Deere COOL-GARD™ II Extended-Life Engine Coolant
●	●	●	John Deere Plus-50™ 10w30 initial engine oil fill [‡]
●			4-cylinder 54.8 kW (74 gross hp)/ 52.5 kW (70 net hp), 3.3-L (203 cu. in.) displacement
	●		4-cylinder 68.0 kW (91.2 gross hp)/ 66.0 kW (88.5 net hp), 3.1-L (186.3 cu. in.) displacement
		●	4-cylinder 74.6 kW (100 gross hp)/ 72.0 kW (96.6 net hp), 3.1-L (186.3 cu. in.) displacement
●	●	●	5-micron primary fuel filter and water separator
▲	▲	▲	Cold-weather starting package
Cooling System			
●	●	●	Coolant surge tank
●	●	●	Variable-speed hydraulically driven fan cooling system
▲	▲	▲	Reversing fan drive
Powertrain			
●	●	●	High-torque heavy-duty planetary-reduction final drive
●	●	●	Automatic spring-applied hydraulically released wet-disc park brake
●	●	●	Wet-disc brakes
●	●	●	Transmission, 2 speed
Hydraulic System			
●	●	●	John Deere hydraulic cylinders with cushioned boom cylinders
●	●	●	John Deere heat-treated, chrome-plated cylinder rods with replaceable bushings
●	●	●	Connect-under-pressure auxiliary couplers
●	●	●	Quick-check hydraulic fluid-level sight glass
●	●	●	1,000-hour, 5-micron hydraulic filter
▲	▲	▲	High-flow hydraulics
●	●	●	Axial-piston hydrostatic pump

325G	331G	333G	Electrical
●	●	●	Automatic engine/hydraulic shutdown protection system
●	●	●	Auxiliary hydraulics operator-presence system
●	●	●	Courtesy lighting
●	●	●	Deluxe instrumentation EMU with: Operator-selectable monitoring – Hour meter, engine rpm, battery voltage, diagnostics, EMU configuration, engine coolant temperature, hydraulic oil temperature / LED warning indicators – Glow plug, seat switch, seat belt, door open, auxiliary hydraulics, park brake engaged, 2-speed engaged, stop, low engine oil pressure, engine coolant over-temperature, battery not charging, air filter restriction, and hydraulic filter restriction
▲	▲	▲	Deluxe LED lighting package with additional cab-integrated side lights (2)
●	●	●	Front and rear halogen work lights
●	●	●	Triple-interlock operator-presence control system
●			Backup alarm
▲	●	●	Battery, 750 CCA
●	●	●	Battery, 925 CCA
●	●	●	Horn
▲	▲	▲	Hazard warning lights
▲	▲	▲	Strobe light, amber
Operator's Station			
●	●	●	Deluxe cab headliner
●	●	●	Electrohydraulic (EH) ISO-pattern joystick controls
▲	▲	▲	ISO-H switchable joystick controls and EH joystick performance package* 4-way switchable controls include EH foot control, ISO joystick control, H-pattern joystick control, and ISO and foot controls
	▲	▲	ISO controls with programmable detents and EH boom performance package [‡] also includes EH joystick performance package*
	▲	▲	Onboard grade indication: Grade-control option delivers onboard readout within LCD monitor that provides slope of blade (cross-slope direction) and mainfall (fore/aft direction) within ±0.5-percent accuracy
●	●	●	Keyless-start sealed-switch module with integrated anti-theft system and operator memory preference settings
●	●	●	Electronic push-button auxiliary controls
●	●	●	Pull-down adjustable lap bar
●	●	●	Quick-pivot ROPS
●	●	●	Rear window
●	●	●	Removable top window
▲	▲	▲	Sliding/locking/removable glass side windows

325G	331G	333G	Operator's Station (continued)
●	●	●	ROPS/FOPS operator structure
▲	▲	▲	Glass cab enclosure
●	●	●	Seat belt, 51 mm (2 in.), retractable
▲	▲	▲	Shoulder belt, 51 mm (2 in.) or 76 mm (3 in.)
▲	▲	▲	Severe-duty cab door and wiper system
●	●	●	Water-shedding deluxe vinyl suspension seat
▲	▲	▲	Air-ride cloth, heated seat
▲	▲	▲	Air-ride vinyl seat
●	●	●	12-volt power port / Dome light / Cargo storage / Beverage holder
▲	▲	▲	Air conditioning with heater/defroster
▲	▲	▲	AM/FM radio with auxiliary input and Bluetooth® for audio streaming
▲	▲	▲	Floor mat with left footrest
●	●	●	Rearview mirror
▲	▲	▲	Rearview camera
Loader			
●	●	●	In-cab boom lockout to secure loader before exiting seat
●	●	●	Patented John Deere Quik-Tatch™ (no grease required)
▲	▲	▲	Power Quik-Tatch
●	●	●	Patented John Deere vertical-lift boom
▲	▲	▲	Hydraulic self-leveling on/off and ride control
Other			
	▲		SmartGrade™
	▲		Slope Control
	▲		Laser Slope Control
●	●	●	Convenient front and rear tie-downs
●	●	●	Environmental drains for all fluid reservoirs
▲	▲	▲	Chrome exhaust stack
▲	▲	▲	Engine oil/hydraulic fluid-sampling kit
▲	▲	▲	Forestry protection packages
▲	▲	▲	Heavy-duty rear grille
▲	▲	▲	Rear counterweights (available in sets of 1, 2, or 3), 78 kg (172 lb.) (each set)
▲	▲	▲	Single-point lift kit
▲	▲	▲	SMV sign kit
	▲		Anti-vibration undercarriage system
▲	●	▲	Track, 320-mm (12.6 in.) wide
	▲	●	Track, 400-mm (15.8 in.) wide
	▲	●	Track, 450-mm (17.7 in.) wide
▲	▲	▲	JDLink™ wireless communication system (available in specific countries; see your dealer for details)

[‡]500-hour engine oil-change intervals when John Deere Plus-50 oil and John Deere oil filter are used.

*EH joystick performance package features switchable accelerator/decelerator, selectable propel speeds, creep control, boom- and bucket-speed settings, and 12-volt 3- and 14-pin attachment-control harness with dash-mounted 4th-function rocker switch.

[‡]EH boom performance package features include EH bucket self-level up and down, return to dig, return to carry, and boom-height kick-out.

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan, at standard conditions per SAE J1349 and DIN 6270B, using No. 2-D fuel at 35 API gravity. Gross power is without cooling fan. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on units with standard equipment, full fuel tanks, and 79-kg (175-lb.) operator.



ROCK GRAPPLES

GR72B | GR84B



SPECIFICATIONS

- Rock grapples are designed to be a multipurpose tool for land clearing, brush-removal applications, and jobsite cleanup.
- Cylinder size of 2.5-inch bore diameter and 1.4-inch rod diameter delivers high grapple forces to tackle even the most difficult materials. Grapple arms feature integrated mechanical stop to reduce cylinder load when open.
- Durable 90-degree quick-couplers on the hydraulic cylinder hoses eliminate interference with the grapple. Standard low-profile cylinder guards simplify hose connections.
- 24.4-inch-wide grapple arm and grapple stances of 60.6 inches on the GR72B and 65.3 inches on the GR84B help grasp broad, cumbersome loads. Independent-action grapples enable different-sized objects to be picked up with each grapple.
- Solid backplate along the Quik-Tatch™ area protects hydraulic cylinder hoses and the machine from debris and damage. Thickened side cutter, side sheet, and backplate combine with large torque tubes for heavy-duty construction that meets the most demanding applications.
- Tines are spaced three inches apart and fully supported on each side for maximum bend resistance. Weld-in serrated cutting edge easily penetrates difficult ground conditions.
- These rock grapples are optimized to work with John Deere skid steer loaders (SSLs), compact track loaders (CTLs), and compact wheel loaders (CWLs). They're also compatible with most competitive models.

	GR72B	GR84B
Weight	530 kg (1,165 lb.)	570 kg (1,255 lb.)
Width		
Overall	1830 mm (72 in.)	2135 mm (84 in.)
Grapple Arm	620 mm (24.4 in.)	620 mm (24.4 in.)
Grapples	1540 mm (60.6 in.)	1660 mm (65.3 in.)
Length		
Bucket Depth	970 mm (38.2 in.)	970 mm (38.2 in.)
Grapple Closed	1035 mm (40.7 in.)	1035 mm (40.7 in.)
Grapple Opened	1060 mm (41.7 in.)	1060 mm (41.7 in.)
Height		
Grapple Closed	830 mm (32.6 in.)	830 mm (32.6 in.)
Grapple Opened	1170 mm (46 in.)	1170 mm (46 in.)
Grapple Opening		
Tine Tip	950 mm (37.4 in.)	950 mm (37.4 in.)
Grapple Closed	460 mm (18.1 in.)	460 mm (18.1 in.)
Grapple Opened	1035 mm (40.75 in.)	1035 mm (40.75 in.)
Pivot Pin Diameter	35 mm (1.375 in.)	35 mm (1.375 in.)
Hydraulics		
Cylinder Bore Diameter	64 mm (2.5 in.)	64 mm (2.5 in.)
Cylinder Rod Diameter	36 mm (1.4 in.)	36 mm (1.4 in.)
Cylinder Stroke	206 mm (8.1 in.)	206 mm (8.1 in.)
Maximum Operating Pressure	24 000 kPa (3,500 psi)	24 000 kPa (3,500 psi)
Connection		
Hydraulic	12.7-mm (0.5 in.) quick-connect couplers	12.7-mm (0.5 in.) quick-connect couplers
Electrical	None	None
Vehicle Compatibility	316GR, 318G, 320G, 324G, 330G, and 332G SSLs; 317G and 325G CTLs	330G and 332G SSLs; 325G, 331G, and 333G CTLs; 204L*, 244L*, 304L*, and 324L* CWLs

*Requires skid-steer-style Quik-Tatch coupler for operation.

[Learn more about Rock Grapples](#)

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ROTARY CUTTERS

RC60 / RC72B / RC78B / RS72 / RX72 / RX84



SPECIFICATIONS

- John Deere rotary cutters excel at clearing medium to heavy brush and hardwoods up to 10 inches in diameter.
- Direct-drive bearing delivers higher efficiency and extended durability.
- Hydraulic valve stops blades from spinning within seconds upon shutdown.
- Motor cover protects important components and connections from debris.
- On the RS72 model, four alternating bevel blades are made of 0.75-inch-thick high-grade steel in a reversible design, for a deep, self-clearing cut and long wear life. Heavy, flywheel-like blade carrier maintains inertia while cutting and enables mounting of optional stump-grinding carbide teeth.
- RS and RX models have a retractable forward shield that rolls back to expose blades to larger trees and falls closed for processing material and minimizing flying debris.
- On RX models, three single-bevel blades are made of 0.625-inch-thick forged steel for excellent cutting in most applications. Optimized blade-carrier design provides fast startup and recovery performance.
- Standard pressure gauge monitors blade load for ideal performance.
- These rotary cutters are optimized to work with John Deere skid steer loaders (SSLs) and compact track loaders (CTLs). They're also compatible with many competitive models.



This blade-carrier style applies to RS72 only.



This blade-carrier style applies to both RX72 and RX84.

	RC60B	RC72B	RC78B	RS72	RX72	RX84
Weight	508 kg (1,120 lb.)	581 kg (1,280 lb.)	617 kg (1,360 lb.)	910 kg (2,010 lb.)	810 kg (1,780 lb.)	1025 kg (2,260 lb.)
Overall Height	610 mm (24 in.)	610 mm (24 in.)	610 mm (24 in.)	715 mm (28.1 in.)	715 mm (28.1 in.)	715 mm (28.1 in.)
Overall Width	1626 mm (64 in.)	1930 mm (76 in.)	2083 mm (82 in.)	1960 mm (77.1 in.)	1960 mm (77.1 in.)	2265 mm (89.1 in.)
Overall Length	1930 mm (76 in.)	2235 mm (88 in.)	2388 mm (94 in.)	2175 mm (85.6 in.)	2175 mm (85.6 in.)	2475 mm (97.5 in.)
Cutting Width	1524 mm (60 in.)	1829 mm (72 in.)	1981 mm (78 in.)	1830 mm (72 in.)	1830 mm (72 in.)	2135 mm (84 in.)
Minimum Cutting Height	51 mm (2 in.)	51 mm (2 in.)	51 mm (2 in.)	83 mm (3.25 in.)	64 mm (2.5 in.)	64 mm (2.5 in.)
Minimum Stump-Grinding Height	N/A	N/A	N/A	5 mm (0.2 in.)	N/A	N/A
Cutting Capacity (maximum tree diameter)	102 mm (4 in.)	102 mm (4 in.)	102 mm (4 in.)	254 mm (10 in.)	254 mm (10 in.)	254 mm (10 in.)
Deck Thickness	6.4 mm (0.25 in.)	6.4 mm (0.25 in.)	6.4 mm (0.25 in.)	6.4 mm (0.25 in.)	6.4 mm (0.25 in.)	7.9 mm (0.31 in.)
Blades						
Number	3	3	3	4	3	3
Thickness	19.1 mm (0.75 in.)	19.1 mm (0.75 in.)	19.1 mm (0.75 in.)	19.1 mm (0.75 in.)	15.9 mm (0.625 in.)	15.9 mm (0.625 in.)
Hydraulics						
Minimum Hydraulic Flow	57 L/min. (15 gpm)	57 L/min. (15 gpm)	57 L/min. (15 gpm)	114 L/min. (30 gpm)	114 L/min. (30 gpm)	114 L/min. (30 gpm)
Maximum Hydraulic Flow	95 L/min. (25 gpm)	95 L/min. (25 gpm)	95 L/min. (25 gpm)	170 L/min. (45 gpm)	170 L/min. (45 gpm)	170 L/min. (45 gpm)
Maximum Operating Pressure	24 130 kPa (3,500 psi)	24 130 kPa (3,500 psi)	24 130 kPa (3,500 psi)	28 000 kPa (4,000 psi)	28 000 kPa (4,000 psi)	28 000 kPa (4,000 psi)
Connection	12.7-mm (0.5 in.) quick-connect couplers	12.7-mm (0.5 in.) quick-connect couplers	12.7-mm (0.5 in.) quick-connect couplers	12.7-mm (0.5 in.) quick-connect couplers	12.7-mm (0.5 in.) quick-connect couplers	12.7-mm (0.5 in.) quick-connect couplers with 9.5-mm (0.375 in.) case-drain coupler
Optional Bolt-On Stump-Grinding Teeth	N/A	N/A	N/A	18	N/A	N/A
Vehicle Compatibility*	316GR, 318G, 320G, and 324G SSLs; 325 CTL	318G, 320G, 324G, 330G, and 332G SSLs; 317G, 325G, 331G, and 333G CTLs	330G and 332G SSLs; 317G, 325G, 331G, and 333G CTLs	330G and 332G SSLs; 331G and 333G CTLs	330G and 332G SSLs; 331G and 333G CTLs	330G and 332G SSLs; 331G and 333G CTLs

*Requires machine equipped with high-flow hydraulics and severe-duty door.

[Learn more about Rotary Cutters](#)

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JOHN DEERE



AP13D Pallet Fork

- High tensile, heavy-gauge steel frame
- Tines float while picking up and removing pallets on uneven terrain
- Tines can be made rigid at any position using set screws
- The AP13 Series Pallet Forks are built with welded components and high-tensile, heavy-gauge steel for years of dependable service.

City Council Meeting

October 25, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #3

Title: Consider and take appropriate action regarding the purchase of a Valve Maintenance Trailer for the Public Works Department.

Department: Administration

Contact: Public Works Director, Josh Little

Recommendation: Approve purchase of equipment as presented.

Background:

The City Council approved \$87,500.00 in the Water Fund current fiscal year budget for equipment purchases. Public Works recommend purchasing a Valve Maintenance Trailer for water valve maintenance & meter installation.

This equipment would be purchased through Buyboard, a cooperative purchasing agency, in the amount of \$80,885.25.

City Attorney Review: N/A

Attachments:

1. Quote
2. Product brochures
3. Equipment photos



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

Page 1 of 2

TO: **Josh Little**
PW Director
City of Justin
415 N College Ave.
Justin, TX 76247

Date: 10/13/2022
Quotation Number: JB184205
Payment Terms: Other
Shipping Terms: FOB Origin
Valid Through: 12/13/2022
Estimated Delivery: See Below
Reference: BuyBoard#597-19

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	<p>77-000-36 Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.</p> <p>Other options available include: Under deck mounted Spare Tire Kit (77-411-00), 2-5/16" Ball Tongue (77-215-01), 45lb Breaker, Mount and 14" Moil Point (08-000-10, 08-405-00 & 08-410-02) or already GPS enabled controller/datalogger, however adding Trimble R2 GNSS receiver (79-412-02) provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources).</p>	1	EA	81,995.00	6.0%	77,075.30

The 6% discount is inclusive of a 4.5% manufactures discount and a 1.5% buy board discount. Buy board contract number is listed on the quote reference line.

Subtotal	77,075.30
Motor Freight	2,990.00
Total (USD)	\$80,065.30

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Jeffrey Brehm
Sales Manager
512-348-0171
jbrehm@ehwachs.com



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

Page 2 of 2

TO: **Josh Little**

Date: 10/13/2022
Quotation Number: JB184205

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale , found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected . Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms .



The Standard LX, an E.H. Wachs exclusive valve maintenance trailer, comes with our industry-leading ERV-750 extended reach valve exerciser, our newest controller – the HC-100 wireless handheld computer / controller/ datalogger with GPS and Vitals software. Also equipped with the powerful 500CFM-11in HG vacuum with hydraulic slide, tilt & dump (rear discharge) with latching rear door spoils tank. Loaded with storage and accessories this trailer is ready for serious valve maintenance work.

FEATURES

- 270° of motion, 13ft total extended reach, 750 ft/lbs ERV-750 valve exerciser
- Ruggedized HC-100 controller/data logger with built in GPS
- Available in two types of engines:
Diesel: Tier 4F compliant Kubota 1.1 L, I-3 4-stroke, liquid cooled IDI. #77-000-38
Gas: 27HP Kohler overhead cam, air cooled, #77-000-36
- HTMA Class II circuit, 10 gal reservoir, fan cooled heat exchanger, 8gpm@2000psi
- Positive displacement blower provides 500 CFM-11in Hg vacuum
- 250 gal spoils tank utilizing exclusive hydraulic slide, tilt & dump (rear discharge) with latching rear door
- 2.5 GPM@3000 psi pressure washer system with 95 gallon water tank

INCLUDES

- 2 1/2in, 1 1/4in & 7/8in suction wands
- Short wash down gun
- Long hydro excavation gun
- 20ft suction hose
- 50ft retractable water hose reel

LX PACKAGE BUNDLE

- LED work light & arrow board bar
- 45in auxiliary hydraulic hose reel
- Bluetooth connectivity
- Job box

*Images shown with LX options

SPECIFICATIONS

- Gross Vehicle Weight: 7000 lb (3175 kg)
- Length: 15 ft, Height: 7 ft, Width: 7 1/2 ft



Designed for ease of use, the Standard LX rear-mounted spoils tank gets the job done



2.5GPM@3000 psi pressure washer with 95 gallon water tank makes clean-up easy

City Council Meeting

October 25, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #4

Title: Consider and take appropriate action to award a contract to C. Green Scaping, LP, in the amount of \$1,073,455.89 for the construction of lighting and landscaping improvements.

Department: Administration

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

Recommendation: Consider awarding contract contingent on fund balance utilization.

Background:

Last month City Council rejected a bid for this project to add lighting and additional landscaping to the city parking areas along FM 156 in Old Town as only one bid was received. The project was re-bid and we received five bids. The lowest bid was the same contractor in the same amount previously received for \$1,073,455.89.

The City set aside \$289,000 in 2019 CO funds and \$50,000 from the EDC. The intent was to fund the remaining estimated cost using fund balance. The original estimate was just under \$600,000. To fully fund this project a total amount of \$734,455.80 is required from fund balance.

The General Fund balance is estimated to be approximately \$2,800,000. If used to pay for this project, the fund balance would be drawn down to just over \$2 Million. This is over city council's reserve policy of 90 days of operations. The current amount of the required reserve is \$1,685,097 to remain in compliance with council policy.

City Attorney Review: N/A

Attachments:

- Bid Tab
- Recommendation Letter



October 18, 2022
PK No.: 4694-20.360

Mr. Chuck Ewings
CITY OF JUSTIN
211 E Main St.
Crowley, Texas 76036

Re: **DOWNTOWN PARKING IMPROVEMENTS AND ROUNDABOUT**
Bid Tabulation Letter – Award of Bid
City of Justin, Denton County, Texas

Dear Mr. Ewings:

This letter is to review the five bids received by the City for the, Downtown Parking Improvements and Roundabout project, opened at 2:05 pm on Tuesday, October 11th, 2022. The bid was structured as a Base Bid. The bids are as follows:

Contractor	Base Bid
C. Green Scaping, LP	\$1,073,455.89
Cole Construction, Inc.	\$1,112,954.00
Fort Worth Civil Constructors, LLC	\$1,353,294.00
The Fain Group, Inc	\$1,095,203.20
J.C. Commercial Inc.	\$1,533,777.00

Of the five bids received one had a mathematical error that is underlined on the bid tabulation. All bids received are above the original engineer's estimate from June 2022. C. Green Scaping, LP is the low bidder and has experience on projects of similar scope and size. Four references were contacted for referrals and responses were received from two of those stating the jobs were completed and within compliance of the contracts.

After review, Pacheco Koch sees no reason to exclude C. Green Scaping as the low bidder with a bid Lump Sum Total of **\$1,073,455.89**.

If you have any questions or need any additional information, please call at your earliest convenience.

Sincerely,

Dorothy J. Witmeyer, P.L.A.

DJW/æf
4694-20.360_Bid Tabulation Letter

BID TAB - JUSTIN DOWNTOWN PARKING IMPROVEMENTS AND RONDABOUT													
			C. Green Scaping, LP		Cole Construction Inc		The Fain Group, Inc		Fort Worth Civil Contractors		J.C. Commercial Inc		
ESTIMATED QUANTITY		ITEM DESCRIPTION		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	LS	MOBILIZATION (7% Max)	\$52,000.00	\$52,000.00	\$56,000.00	\$56,000.00	\$65,000.00	\$65,000.00	\$76,650.00	\$76,650.00	\$77,450.85	\$77,450.85
2	1	LS	SW3P & EROSION CONTROL	\$13,200.00	\$13,200.00	\$6,000.00	\$6,000.00	\$9,300.00	\$9,300.00	\$5,755.00	\$5,755.00	\$2,750.00	\$2,750.00
3	4	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$4,200.00	\$16,800.00	\$2,400.00	\$9,600.00	\$2,300.00	\$9,200.00	\$6,000.00	\$24,000.00	\$4,125.00	\$16,500.00
VOLUME 1													
4	0.30	AC	SITE PREPRATION	\$40,600.00	\$12,180.00	\$20,000.00	\$6,000.00	\$33,500.00	\$10,050.00	\$30,000.00	\$9,000.00	\$548,334.38	\$164,500.31
5	650	LF	CONCRETE LANDSCAPE EDGE (12" WIDTH)	\$32.00	\$20,800.00	\$22.00	\$14,300.00	\$39.00	\$25,350.00	\$62.00	\$40,300.00	\$52.80	\$34,320.00
6	425	LF	STEEL EDGING	\$11.00	\$4,675.00	\$7.00	\$2,975.00	\$34.00	\$14,450.00	\$8.00	\$3,400.00	<u>\$958.00</u>	\$4,071.00
7	5	CY	LOOSE AGGR (TYPE I) (DECOMPOSED GRANITE)	\$566.60	\$3,002.98	\$270.00	\$1,431.00	\$1,900.00	\$10,070.00	\$237.00	\$1,256.10	\$194.06	\$1,028.52
8	1	CY	LOOSE AGGR (TYPE II) (BRAZOS RIVER ROCK)	\$465.45	\$512.00	\$600.00	\$660.00	\$1,600.00	\$1,760.00	\$305.00	\$335.50	\$561.00	\$617.10
9	1,510	SY	PLANT BED PREPARATION	\$21.00	\$31,710.00	\$8.00	\$12,080.00	\$40.00	\$60,400.00	\$5.00	\$7,550.00	\$23.62	\$35,666.20
10	15	EA	3" CANOPY TREES	\$956.00	\$14,340.00	\$640.00	\$9,600.00	\$600.00	\$9,000.00	\$950.00	\$14,250.00	\$735.61	\$11,034.15
11	3	EA	30 GALLON ORNAMENTAL TREES	\$440.00	\$1,320.00	\$410.00	\$1,230.00	\$200.00	\$600.00	\$2,210.00	\$6,630.00	\$529.47	\$1,588.41
12	540	EA	1 GALLON PLANT	\$15.70	\$8,478.00	\$12.00	\$6,480.00	\$8.00	\$4,320.00	\$19.00	\$10,260.00	\$19.31	\$10,427.40
13	595	EA	3 GALLON PLANT	\$36.25	\$21,568.75	\$26.00	\$15,470.00	\$23.00	\$13,685.00	\$25.00	\$14,875.00	\$32.67	\$19,438.65
14	3,850	SF	BUFFALO SOD	\$2.02	\$7,777.00	\$1.00	\$3,850.00	\$2.00	\$7,700.00	\$1.25	\$4,812.50	\$1.16	\$4,466.00
15	9	MO	PLANT MAINTENANCE	\$1,900.00	\$17,100.00	\$400.00	\$3,600.00	\$2,500.00	\$22,500.00	\$1,000.00	\$9,000.00	\$291.74	\$2,625.66
16	1	LS	IRRIGATION SYSTEM	\$47,140.00	\$47,140.00	\$34,600.00	\$34,600.00	\$50,000.00	\$50,000.00	\$58,500.00	\$58,500.00	\$45,238.00	\$45,238.00
17	9	MO	IRRIG SYS OPER AND MAINT (SCH A)	\$600.00	\$5,400.00	\$260.00	\$2,340.00	\$2,300.00	\$20,700.00	\$500.00	\$4,500.00	\$660.00	\$5,940.00
18	2	EA	ELECTRICAL SERVICE	\$11,730.00	\$23,460.00	\$4,600.00	\$9,200.00	\$8,500.00	\$17,000.00	\$12,300.00	\$24,600.00	\$7,711.00	\$15,422.00
19	2,585	LF	2" CONDUIT (PVC) (SCH 80)	\$12.00	\$31,020.00	\$14.00	\$36,190.00	\$32.00	\$82,720.00	\$24.00	\$62,040.00	\$31.90	\$82,461.50
20	1,130	LF	2" BORE (PVC) (SCH 80)	\$24.00	\$27,120.00	\$42.00	\$47,460.00	\$38.00	\$42,940.00	\$43.25	\$48,872.50	\$39.60	\$44,748.00
21	3,590	LF	ELECTRICAL CONDR (NO.8) BARE	\$2.70	\$9,693.00	\$2.00	\$7,180.00	\$3.00	\$10,770.00	\$1.50	\$5,385.00	\$2.31	\$8,292.90
22	9,260	LF	ELECTRICAL CONDR (NO.8) INSULATED	\$2.70	\$25,002.00	\$2.00	\$18,520.00	\$3.00	\$27,780.00	\$2.00	\$18,520.00	\$2.31	\$21,390.60
23	14	EA	GROUND BOX TY A (122311) W/APRON	\$570.00	\$7,980.00	\$1,860.00	\$26,040.00	\$1,500.00	\$21,000.00	\$1,300.00	\$18,200.00	\$1,394.80	\$19,527.20
24	1	EA	GROUND BOX TY A (122311)	\$320.00	\$320.00	\$2,080.00	\$2,080.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00	\$1,132.00	\$1,132.00

BID TAB - JUSTIN DOWNTOWN PARKING IMPROVEMENTS AND RONDABOUT												
			C. Green Scaping, LP		Cole Construction Inc		The Fain Group, Inc		Fort Worth Civil Contractors		J.C. Commercial Inc	
ESTIMATED QUANTITY		ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
43	EA	DECORATIVE LIGHT POLE AND FIXTURE (SINGLE) W/FOUNDATION	\$9,045.00	\$388,935.00	\$9,200.00	\$395,600.00	\$8,700.00	\$374,100.00	\$8,000.00	\$344,000.00	\$9,213.60	\$396,184.80
8	EA	DECORATIVE LIGHT POLE AND FIXTURE (DOUBLE) W/FOUNDATION	\$11,820.00	\$94,560.00	\$16,800.00	\$134,400.00	\$16,500.00	\$132,000.00	\$11,700.00	\$93,600.00	\$17,284.30	\$138,274.40
51	EA	BANNER ARMS	\$748.00	\$38,148.00	\$820.00	\$41,820.00	\$700.00	\$35,700.00	\$300.00	\$15,300.00	\$664.40	\$33,884.40
51	EA	DRILL SHAFT AND FOUNDATION	\$1,380.00	\$70,380.00	\$2,240.00	\$114,240.00	\$2,900.00	\$147,900.00	\$1,785.00	\$91,035.00	\$1,963.50	\$100,138.50
1	LS	REMOVAL OF EXISTING ILLUM ASSEMBLY	\$5,620.00	\$5,620.00	\$780.00	\$780.00	\$3,300.00	\$3,300.00	\$3,126.00	\$3,126.00	\$2,974.00	\$2,974.00
VOLUME 2												
0.10	AC	SITE PREPRATION	\$47,410.00	\$4,741.00	\$54,000.00	\$5,400.00	\$41,000.00	\$4,100.00	\$94,000.00	\$9,400.00	\$1,645,003.14	\$164,500.31
94	LF	RETAINING WALL	\$304.00	\$28,576.00	\$544.00	\$51,136.00	\$520.00	\$48,880.00	\$321.00	\$30,174.00	\$280.50	\$26,367.00
16	LF	FREE STANDING WALL	\$718.00	\$11,488.00	\$720.00	\$11,520.00	\$320.00	\$5,120.00	\$698.00	\$11,168.00	\$231.00	\$3,696.00
8	CY	RIVER COBBLE (LIMESTONE GRAVEL)	\$269.52	\$2,263.97	\$380.00	\$3,192.00	\$550.00	\$4,620.00	\$254.00	\$2,133.60	\$561.00	\$4,712.40
16	LF	STEEL EDGING	\$11.00	\$176.00	\$12.00	\$192.00	\$35.00	\$560.00	\$8.00	\$128.00	\$9.63	\$154.08
15	SY	PLANT BED PREPARATION	\$27.00	\$405.00	\$26.00	\$390.00	\$42.00	\$630.00	\$5.00	\$75.00	\$52.80	\$792.00
45	EA	1 GALLON PLANT	\$15.56	\$700.20	\$16.00	\$720.00	\$9.00	\$405.00	\$19.00	\$855.00	\$19.31	\$868.95
528	SF	BUFFALO SOD	\$2.00	\$1,056.00	\$1.00	\$528.00	\$3.00	\$1,584.00	\$1.25	\$660.00	\$4.40	\$2,323.20
9	MO	PLANT MAINTENANCE	\$400.00	\$3,600.00	\$400.00	\$3,600.00	\$1,200.00	\$10,800.00	\$938.00	\$8,442.00	\$1,584.00	\$14,256.00
1	LS	IRRIGATION SYSTEM	\$9,000.00	\$9,000.00	\$11,200.00	\$11,200.00	\$23,000.00	\$23,000.00	\$5,500.00	\$5,500.00	\$8,074.00	\$8,074.00
9	MO	IRRIG SYS OPER AND MAINT (SCH A)	\$300.00	\$2,700.00	\$150.00	\$1,350.00	\$900.00	\$8,100.00	\$600.00	\$5,400.00	\$660.00	\$5,940.00
1	LS	ANY AND ALL ITEMS REQUIRED BY THE PLANS & SPECIFICATIONS NOT ACCOUNTED FOR OR SUBSIBIARY TO OTHER BID ITEMS (MAY BE \$0)	\$8,508.00	\$8,508.00	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$4,415.00	\$4,415.00	\$0.00	\$0.00
TOTAL LUMP SUM BASE BID			\$1,073,455.89	TOTAL	\$1,112,954.00	TOTAL	\$1,353,294.00	TOTAL	\$1,095,203.20	TOTAL	\$1,533,777.00	TOTAL

City Council Meeting

October 25, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #5

Title: Consider all matters incident and related to approving and authorizing the publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto.

Department: Finance

Contact: Finance Director, Josh Armstrong; Financial Analyst, Miles Walker

Staff Recommendation: Approve and authorize the publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto.

Background: City Council approved a Notice of Intention to issue Certificates of Obligation for the ground storage tank project at the July 26th, 2022, meeting. Since then, the issuance was delayed and pushed back to November. The original Notice of Intent was for \$3.5 million dollars; this was based off estimates on the cost of construction. Bids for this project came back higher than anticipated. After discussing various funding options, staff recommends approval of a new Notice of Intention for \$4.5 million dollars with a sale date of January 10th, 2023. The new Notice of Intention would take the place of the previous notice. This timeline will allow for all legal requirements to be met to issue bonds. Staff does not anticipate this affecting the construction timeline. Any hard costs associated with this project that are incurred prior to bond closing date will be reimbursed by the proceeds from these bonds.

City Attorney Review: N/A

Attachments:

1. Resolution approving and authorizing publication and posting of notice of intention to issue certificates of obligation.

RESOLUTION NO. ____-22

A RESOLUTION approving and authorizing publication and posting of notice of intention to issue certificates of obligation.

WHEREAS, the City Council of the City of Justin, Texas (the "City"), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271 (the "Act"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water and sewer system properties and facilities, including land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act; now, therefore,

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

SECTION 1: The City Secretary is hereby authorized and directed to cause notice to be published of the City Council's intention to issue certificates of obligation in a principal amount not to exceed \$4,500,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water and sewer system properties and facilities, including land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, and such certificates shall be payable from ad valorem taxes and a pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: The City Secretary shall cause the aforesaid notice to be published (i) in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation, and (ii) continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4 Reimbursement: The City reasonably expects to reimburse capital expenditures made from its own funds with respect to the projects described in Section 1 hereof with proceeds of the obligations and this Resolution shall constitute a declaration of official intent under Treas. Reg. § 1.150-2. The maximum principal amount of obligations to be issued for the projects is \$4,500,000.

SECTION 5: This Resolution shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this October 25, 2022.

CITY OF JUSTIN, TEXAS

ATTEST:

Mayor

City Secretary

(City Seal)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF JUSTIN, TEXAS, CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Justin, Texas, shall convene at 5:00 o'clock P.M. on the 10th day of January 2023, at its regular meeting place in the City Hall, 415 N. College Avenue, Justin, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation, in one or more series, in a principal amount not to exceed \$4,500,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water and sewer system properties and facilities, including land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, and such certificates shall be payable from ad valorem taxes and a pledge of the net revenues of the City's combined Waterworks and Sewer System. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$15,105,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$17,261,656.50; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$8,427,775; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is August 15, 2052. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

Brittany Andrews
City Secretary
City of Justin, Texas

City Council Meeting

October 25, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #6

Title: Consider and take appropriate action regarding the Justin Veterans Memorial.

Department: Administration

Contact: Public Works Director, Josh Little

Recommendation:

Background:

***Update: 10/21 – Bloomfield Homes has graciously committed \$26,000 towards the Veterans Memorial. This donation allows for the entrance sign (if approved), and the previously removed additional items to be funded. The additional items included an upgrade to have a water bottle filling fountain, and ADA Compliant picnic tables. The Parks Board would like approval for the design and construction of the proposed entrance sign in order to complete the entirety of the Memorial by Veterans Day, 2023.

The City Council approved a total of \$80,000 in the FY 22/23 budget for the Veterans Memorial Project which includes a \$15,000 donation from the Justin Lions Club and \$2,000 donation from Justin Rotary. Within the original proposal, the Parks and Recreation Advisory Board presented improvements for Bishop Park; a new entrance sign, Memorial monuments, the concrete pad for the Memorial, moon lighting, flag poles, and bronze plaques to represent Veterans.

Council expressed concern with the original arch design and mockup of the Bishop Park entrance sign. Keeping those concerns in mind, staff reached out to several other signage companies and were able to integrate a similar style into a new design that would bring the project together. While this does not fit within the \$80,000, Park Board members feel it is a vital piece of the project. If approved, an additional \$19,005.00 is needed to construct the new entrance sign for the project.

Staff have been contacted by a developer that has shown interest in helping fund the Memorial, as well as other Veteran organizations. The Parks Board has also discussed a variety of fundraisers to help fund the project. As the project progresses, the goal is to

raise funds to cover a portion of the cost, and ultimately provide a Veterans Memorial that is appealing and brings a sense of tranquility to Justin Veterans.

City Attorney Review: N/A

Attachments:

1. Veterans Memorial project overview

CITY OF JUSTIN VETERANS MEMORIAL



List of Expenses - Veteran's Memorial

Item	Lead Time	Deposit Due?	Category	Amount
Monuments	6 - 9 months	No	Materials and Installation including bronze medallians for each branch.	\$31,464.00
Granite Benches x 2	6 - 9 months	No	Materials and Installation	\$1,800.00
(2) Flag Poles and Texas and American Flag	8 - 10 weeks	50% Deposit	Materials and Installation	\$6,237.30
Lighting	4 - 6 weeks	No	Materials and Installation	\$24,182.00
Freestanding Entrance Sign	8 - 10 weeks	50% Deposit	Total Project included	\$19,005.00
Marquee sign	8 - 10 weeks	50% Deposit	Total Project included	\$8,495.00
Concrete Pad for monuments	6 - 8 weeks	No	Materials and Labor	\$4,800.00
Bronze Medallian for Entrance sign		N/A		\$2,000.00
Bronze plaque for Veterans names 10x10		N/A	To fit up to 10 names each	\$2,500.00
Upgraded Water fountain (single with bottle filler)		N/A	Includes shipping	\$3,596.15
Picnic tables (2) 8ft each and ADA compliant		N/A	Includes shipping	\$2,038.00
Total				\$106,117.45
Approved Parks Improvement Budget, Bloomfield, Lions Club and Rotary donations				(\$106,000.00)
Total remaining after using Parks Improvement Budget, Bloomfield, Lions Club and Rotary donations				-\$117.45
10% contingency				\$10,611.75
Final Total Needed				\$10,729.20

MEMORIAL MONUMENTS

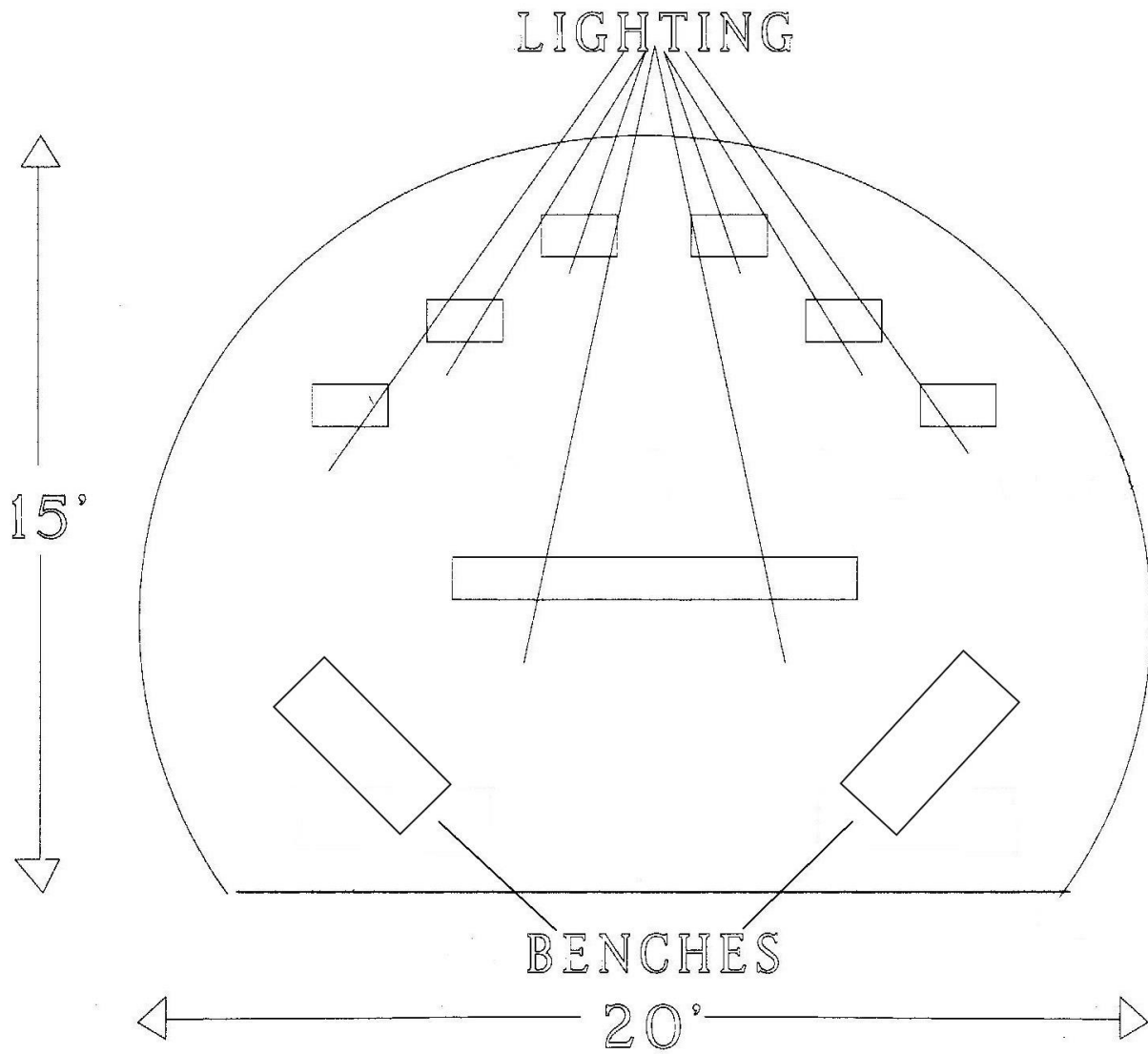
8006 JACKSBORO HWY
FORT WORTH, TEXAS 76135
817-237-2800
Sam Masner

memorialmonuments@gmail.com

June 30, 2022

PROPOSAL: Justin Veterans Memorial

Item Description	Amount
(6) COLUMNS 1' 6" x 10" x 6' 6" all polished	\$15,494.00
GRAY GRANITE	
(1) DIE 8' X 8" X 4' 6" all polished	\$9,700.00
GRAY GRANITE	
(6) 12X12 BRONZE MEDALLIONS	\$6,270.00
ARMY NAVY AIR FORCE MARINES COAST GUARD NATIONAL GUARD	
(2) GRANITE BENCHES (STANDARD) (Can carved donor name in the back of bench for an additional fee)	\$1,800.00
TOTAL:	
\$33,264	
TIME FRAME WILL BE MINIMUM 6-9 MONTHS BASED ON AVAILABILITY OF GRANITE BLOCKS	
INSTALLATION EQUIPMENT, SUPPLIES AND LABOR ON CUSTOMER'S PREPARED FOUNDATION IS INCLUDED	





Granite Bench

Flag Systems
 13830 N Stemmons Frwy Ste. B
 Dallas, TX 75234
 972-607-0958
 www.TheDallasFlagStore.com

Estimate

Date	Estimate #
10/5/2022	9112

BILL TO				
Bishop Park Kira Sedivy Justin, TX 76247		Project		
Item	Description	Qty	Rate	Total
Continental 25x5x125 SAT	25' Exposed Height Satin Finish 27.5' Overall Length 5" Base Diameter .125" Wall Thickness 136 MPH Un-flagged Wind-speed 102 MPH Flagged Wind-speed External Rope Halyard System Standard Fittings: Gold Spun Aluminum Ball, Cast Aluminum Single Sheave Revolving Truck Assembly, Braided Nylon Halyard, Brass Flag Snaps, Cast Aluminum Cleat, Spun Aluminum Collar (Decorative Base Plate), and Corrugated Ground Sleeve Assembly.	2	2,100.56	4,201.12
Flagpole Installation 25'-DBL	1 Year Warranty Flag Systems PRO 25' Double Display Flagpole Installation (Each) Includes: Materials, Equipment, Labor, Pole Transport, 1 Year Warranty	2	930.00	1,860.00
American Flag Nylon 5' x 8'	US 5'x8' Nylon	1	97.88	97.88
TX Nylon 5'X8'	Texas 5'x8' Nylon	1	78.30	78.30
Quote Is Valid For 30 Days		Subtotal \$6,237.30		
50% Deposit - \$3,118.65		Sales Tax (8.25%) N/A		
		Total \$6,237.30		

25 foot Flag Poles with 5' x 8' American and Texas Flag





ELECTRIC, INC.

4901 TIM DONALD RD. JUSTIN, TEXAS 76247

PHONE: (817) 267-6000

July 7, 2022

Josh Little
City of Justin
217 E. 4th St.
Justin, Texas 76247

Reference: Justin Bishop Park – Monument, Flag Pole & Tree Lighting - revised

Please see the scope and pricing for the above referenced project at the Bishop Park location.

Work Scope: Furnish and Install the following

- 100 amp 120/240v single phase service with N3R panel (see attached service design)
- Five (5) LED light fixtures for the Monument location (see attached lighting layout design)
- Six (6) LED light fixtures for the two flag pole location (3 per flag pole) (see attached lighting layout design)
- Four (4) LED light fixtures for tree lighting (see attached design)
- 2 – 20a 120 volt circuit for each location (total of two locations)
- Photocell controlled contactor for the lighting circuit control
- Conduit, wiring, termination and labor
- Permit if required for city inspections
- Exclusions:
 - Sales Tax
 - Excavation and backfill of underground installation

Quote Amount:

\$ 24,182.00

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

Regulated by the Texas Department of Licensing & Regulations
PO Box 12157
Austin, TX 78711
1.800.803.9202
www.license.state.tx.us

Leo Wise
817-944-5468 mobile



4451 Dale Earnhardt Way
Suite D12
Northlake, TX 76262
(214) 214-7446

Graphics & Signage That Change The World
www.image212.com

ESTIMATE

E22-2833

Payment Terms: Cash Customer

Created Date: 8/25/2022

DESCRIPTION: Freestanding Signs - Bishop Park

Bill To: City of Justin, TX
217 E. 4th Street
Justin, TX 76247
US

Installed: City of Justin, TX
Bishop Park
FM 156
Justin, TX 76247
US

Requested By: Kira Sedivy
Email: ksedivy@cityofjustin.com
Work Phone: (940) 648-2541 x 117
Cell Phone: (940) 279-5681

Salesperson: Sales Image 212

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Entrance Sign (per Customer Mock-Up)	1	\$19,005.00	\$19,005.00
1.1	Miscellaneous - Fabrication & Installation			
1.2	Miscellaneous - Engineering Drawings			
1.3	Miscellaneous - Survey & Permit Procurement			
2	Marquee Sign (per Customer Mock-Up)	1	\$8,495.00	\$8,495.00
2.1	Miscellaneous - Fabrication			
2.2	Miscellaneous - Engineering Drawings			
2.3	Miscellaneous - Survey & Permit Procurement			
2.4	Miscellaneous - Installation (Removal of Existing by Customer)			
			Subtotal:	\$27,500.00
			Taxes:	\$0.00
			Grand Total:	\$27,500.00
			Deposit Required:	\$13,750.00

Signature: _____ **Date:** _____

CITY OF JUSTIN/MONUMENT SIGN
SIGN 01_OVERVIEW

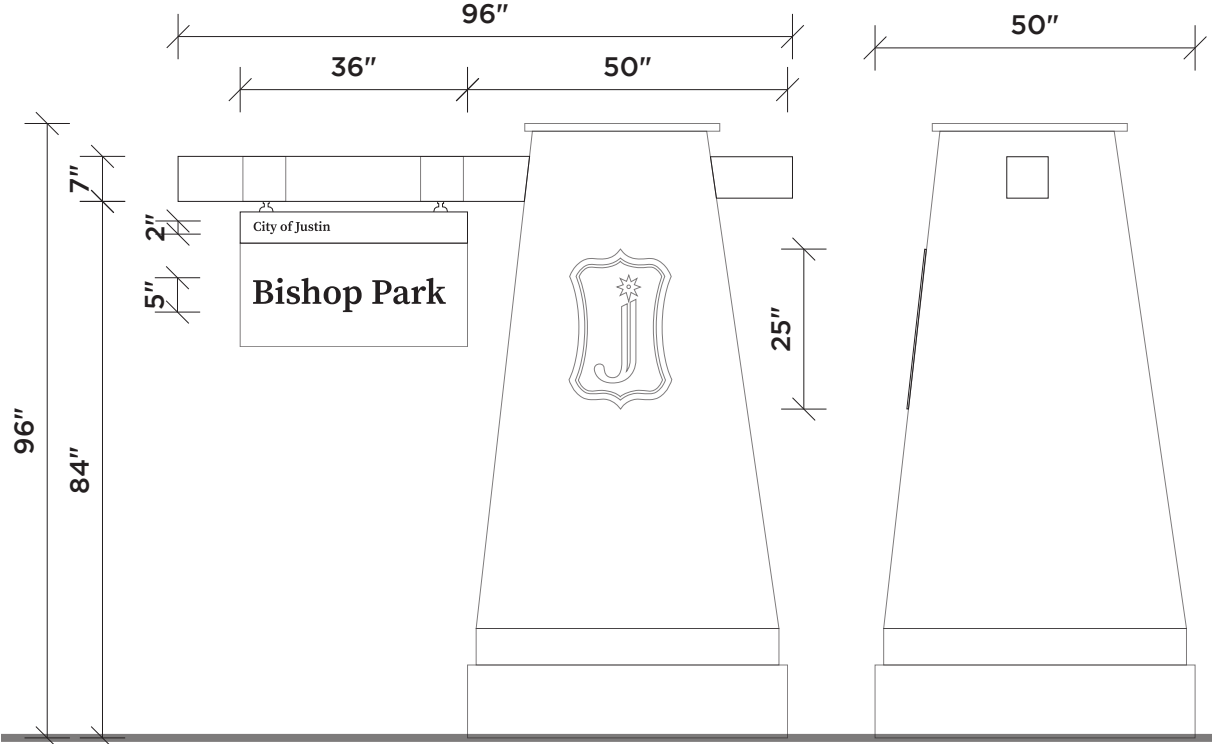
FRONT VIEW



PERSPECTIVE



MEASUREMENTS



DETAIL



ORDER NUMBER: 4077

DESCRIPTION:

Concrete Monument Sign, double-sided, with routed HDU plaque and faux stone/brick application.

DIMENSIONS:

96"(W) x 96"(H) x 50"(D)
64 SQ FT

FACE COLORS:

	FAUX STONE		BROWN #6B5240
	DIGITALLY PRINTED		

EXAMPLE:



CONTACT INFO:

Dick Cassidy
dick@image212.com
214.214.7446
image212.com

CITY OF JUSTIN/POST AND PANEL
SIGN 02_OVERVIEW

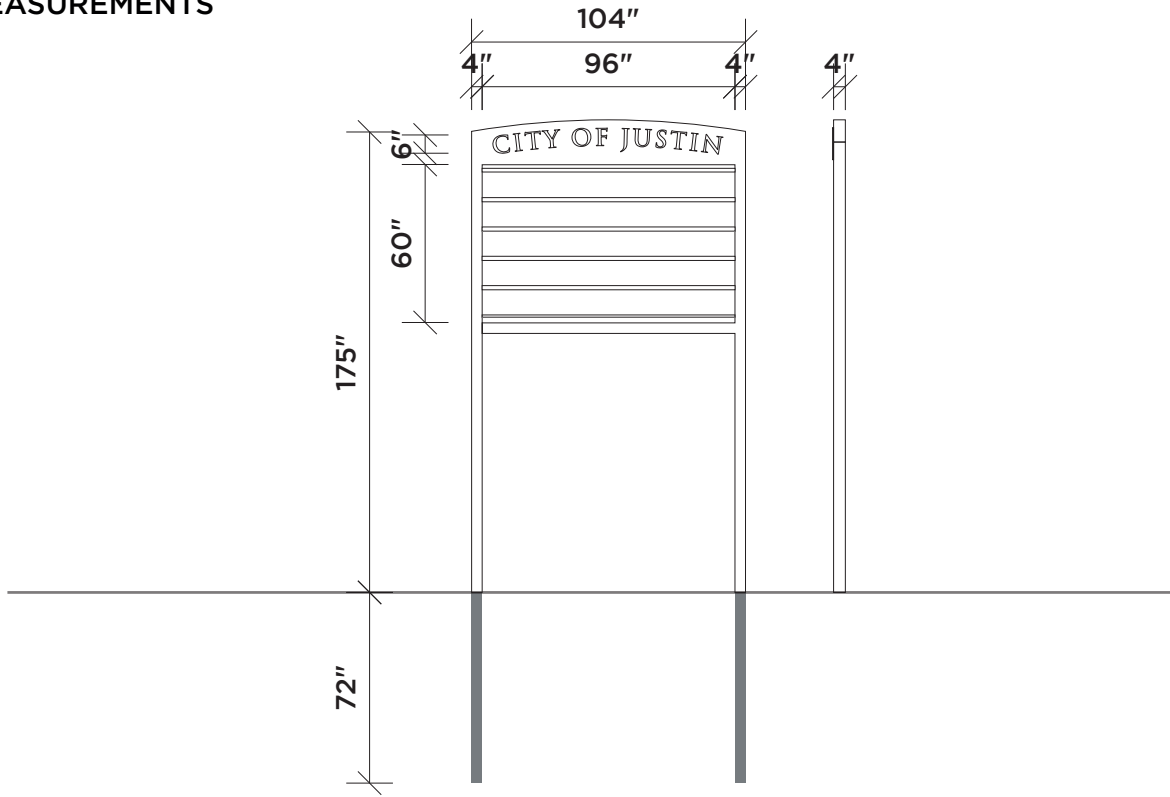
MOCKUP



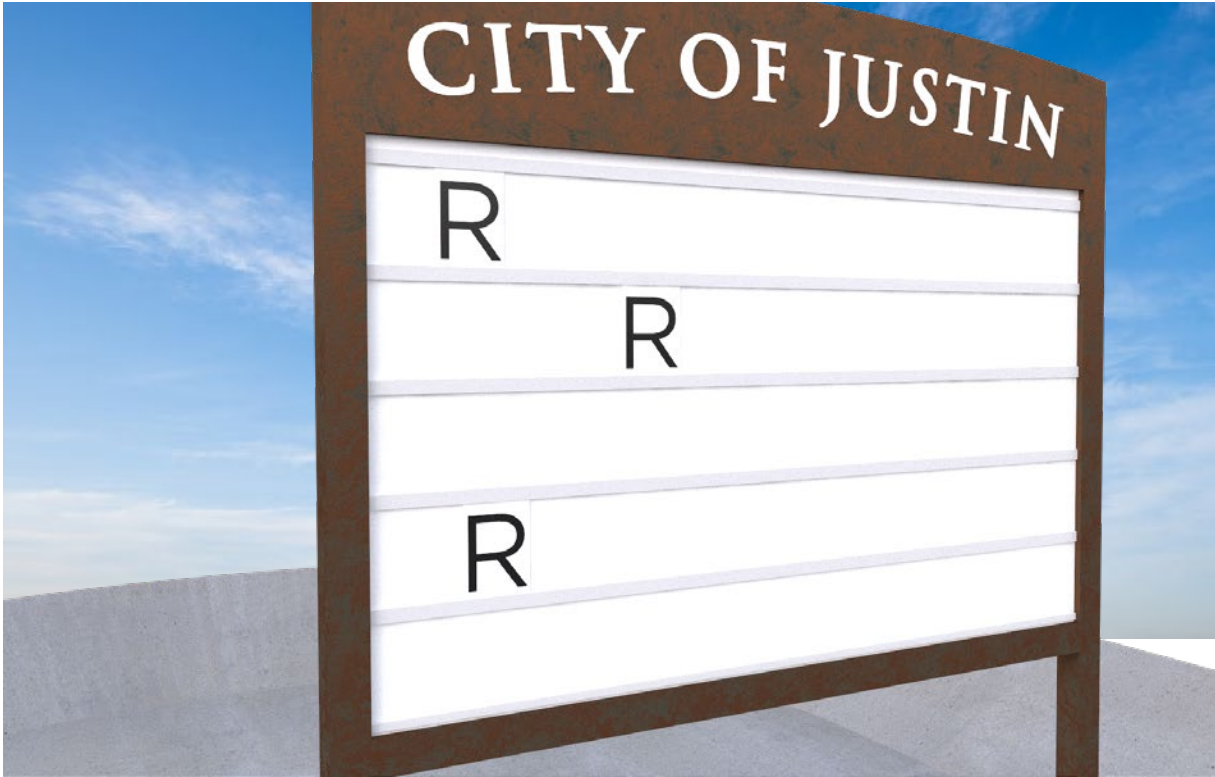
PERSPECTIVE



MEASUREMENTS



DETAIL



ORDER NUMBER: 4077

DESCRIPTION:
Post and Panel, 4"tube frame with aluminum backer and changeable message board with .125 aluminum letters.

DIMENSIONS:
175"(W) x 104"(H) x 4"(D)
117.7 SQ FT

FACE COLORS:
MATCH "CORTEN" FINISH WHITE SEMIGLOSS

EXAMPLE:



CONTACT INFO:
Dick Cassidy
dick@image212.com
214.214.7446
image212.com

INVOICE

Americo Concrete
United States

214-621-1368

BILL TO
City of Justin

Invoice Number: 1

Invoice Date: July 25, 2022

Payment Due: August 9, 2022

Amount Due (USD): \$4,800

Items	Quantity	Price	Amount
Monumant Sign	1	\$3,600.00	\$3,600.00
Mobilisation	1	\$1,200.00	\$1,200.00

Total: \$4,800

Amount Due (USD): \$4,800

Notes / Terms

City of Justin Misc Concrete Repairs

6- Veterans Memorial Park- Excavate, grade and place 6" concrete base for monument 20' x 15' concrete base only. Installation of monuments, electrical and landscape by others.

Not responsible for any electrical, landscape, plumbing, and sprinkler system damages or repairs.

City Council Meeting

October 25, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #7

Title: Consider and take appropriate action approving the First Amendment and Renewal Agreement for household hazardous waste residential pickup.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: Approve the first amendment and renewal agreement for household hazardous waste residential pickup.

Background:

The HHW agreement is up for renewal. The first amendment will extend the current contract for an additional 3 years with no rate adjustments and all services will remain the same.

City Attorney Review: N/A

Attachments:

FIRST AMENDMENT AND RENEWAL AGREEMENT

This First Amendment and Renewal Agreement is entered into this ____ day of _____, 2022, by and between Doliver Enterprises, LLC, a Texas Corporation, dba HHW Solutions (the "Service Provider") and the City of Justin, Texas (the "City").

RECITAL:

WHEREAS, Doliver Enterprises, LLC, a Texas Corporation dba HHW Solutions entered into a contract with the City of Justin, Texas for the license and privilege to collect, haul, and recycle or dispose of Household Hazardous Waste with the City's corporate limits;

AGREEMENT:

1. Term. Doliver Enterprises, LLC and the City mutually agree to extend the term of the Agreement for three (3) years beginning on the Effective Date and expiring on May 31, 2025.
2. Rate Adjustment. No rate adjustment shall occur until anniversary date of the Agreement, 2022.
3. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provision of the Agreement as amended by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective May 1, 2022, which is defined as the Effective Date of the Amendment.

CITY OF JUSTIN, TEXAS
415 N COLLEGE ST
JUSTIN, TEXAS 76247

Doliver Enterprises, LLC,
a Texas Corporation
1240 COASTAL DRIVE
ROCKWALL, TEXAS 75087

By: _____

By: _____

Tiffany Demien,
Managing Member

Name: _____

Title: _____

EXCLUSIVE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
HOUSEHOLD HAZARDOUS WASTE
IN THE CITY OF JUSTIN, TEXAS

MAY 1, 2019

**EXCLUSIVE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
HOUSEHOLD HAZARDOUS WASTE
IN THE CITY OF JUSTIN, TEXAS**

STATE OF TEXAS

COUNTY OF DENTON

THIS EXCLUSIVE AGREEMENT (this "Agreement") is made and entered into as of May 1, 2018, by and between Doliver Enterprises, LLC., a Texas Corporation, dba HHW Solutions (the "Service Provider"), and the City of Justin, Texas (the "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 license and privilege to collect, haul and recycle or dispose of Household Hazardous 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:

Aggregate - The act of bringing together household hazardous waste that, after being separated from other household waste, is collected from two or more households and accumulated at a collection event, permanent collection center, point of generation pick-up service, mobile collection unit, or transporter's facility for the purpose of reusing, recycling, or disposing the material.

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

Collector - Any person who accepts from two or more households any waste materials that have been separated from other household waste and offered to the collector because the generator either knows or considers the materials to be household hazardous waste.

Hazardous Waste - Waste identified or listed as a 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, order or regulation.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Household Hazardous Waste - Any solid waste generated in a household by a consumer which, except for the exclusion provided in 40 Code of Federal Regulations (CFR) §261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as "hazardous household waste."

Household Hazardous waste processing, storage, or disposal facility - A hazardous waste processing, storage, or disposal facility that has received an United States Environmental Protection Agency (EPA) permit (or a facility with interim status) in accordance with the requirements of 40 Code of Federal Regulations (CFR) Parts 270 and 124, or that has received a permit from a state authorized in accordance with 40 CFR Part 271.

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.

Mobile collection unit - A vehicle (such as a truck or trailer) that is used to aggregate household waste materials delivered by the public prior to transporting the material to a permanent collection center, collection event, or registered hazardous waste transporter facility

Operator - A person responsible for the collection, aggregation, and storage of household hazardous waste and household materials at a collection event or permanent collection center, in a point of generation pick-up service or mobile collection unit, or in any combination of collection programs.

Personnel - All individuals who perform tasks at or oversee the operations of a collection event, permanent collection center, mobile collection unit, or point of generation pick-up service.

Point of generation pick-up service - A service to collect household hazardous waste at generating households, either through direct contact with the generators or by collection of household hazardous waste left at curbside or in another location at the household.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units such as a duplex. Excluding Multi-family dwellings such as apartments, townhouses, or hi rise units.

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 Household Hazardous Waste.

SECTION 2. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Household Hazardous Waste(i) generated and accumulated by Residential Units, and (ii) placed for collections by those Residential Units receiving the services of the Service Provider all 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 City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Household Hazardous Waste, the title to all Household Hazardous Waste collected, hauled and recycled or 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.

SECTION 3. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

- Single-Family Residential Units. The Service Provider will collect Household Hazardous Waste from Single-Family Residential Units once per month; provided, that (i) such Household Hazardous Waste items are placed on or reasonably near the front porch of the Single-Family Residential Unit no later than 8:00 a.m. on the scheduled collection day.
- Materials accepted include the following:
 - Aerosol products
 - Ammunition, home use fireworks
 - Antifreeze
 - Auto fluids
 - Ballasts (non-PCB & PCB)
 - Batteries – auto, sump, power tool & household sizes
 - Blacktop sealer - oil based
 - Cleaning products
 - Cooking Oil
 - Fire Extinguishers
 - Fluorescent bulbs (tubes and CFLs)
 - Gasoline & oil/gas mixtures
 - HID (headlight bulbs)
 - Hobby & photo chemicals
 - Lawn chemicals
 - Mercury containing Devices (thermostats, etc.)
 - Motor oil

- Oxygen tanks
 - Paint (Oil-based paints, stains, varnishes; and Latex Paint)
 - Pesticides, poisons, herbicides, insecticides
 - Pharmaceuticals/medications
 - Pool chemicals
 - Propane tanks • Resins, Glues, Adhesives
 - Smoke Detectors
 - Solvents
- Items not accepted include the following:
 - Acetylene cylinders
 - Biological or medical waste
 - Business generated waste
 - Foam cylinders (Part A/Part B)
 - Explosives
 - MAPP gases
 - Radioactive Material
 - Syringes/needles
 - Farm machinery oil
- Item Limits per collection per month
 - Fluorescent light bulbs: Minimum 1, Maximum 8
 - Used motor oils or antifreeze: Minimum 1 gallon, Maximum 2 gallons
 - Paints and supplies; Pool & Household Chemicals: Minimum 1 gallons, Maximum 4 gallons
 - Household Cleaners; Pesticides & Fertilizers: Minimum 1 items, Maximum 8 items
 - Household Batteries: Minimum 1; Maximum 20

SECTION 4. RATES AND FEES.

Subject to adjustment, as provided in Section 5 hereof, the rates and fees to be charged and received by the Service Provider are as follows Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge **\$0.89** per month for each Single-Family Residential Unit. 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.

SECTION 5. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 4 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 (90) days preceding the adjustment under this Section 5A. The amount of the increase or decrease under this Section 5A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

SECTION 6. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Non-Hazardous Solid Waste, animal or human, dead animals, auto parts or used tires from any Residential Unit

SECTION 7. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of three (3) years, commencing on May 1, 2019, and concluding on April 30, 2022. At the expiration of the term of this Agreement, the Agreement may be renewed with mutually agreed upon terms of both parties.

SECTION 8. ASSIGNMENT.

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

SECTION 9. PROCESSING, BILLING AND FEES.

A. Billings for Single-Family Residential Unit Services. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 4.A. hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling, recycling and disposal of Household Hazardous Waste within the City's corporate limits (the "Residential

Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

F. Taxes. The City will be responsible to collect any applicable sales taxes that result in the execution of this contract.

SECTION 10. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 8:00 a.m. to 6:00 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.

SECTION 11. CUSTOMER SERVICE.

The Service Provider agrees to field all inquiries from Residential Units relating to the collection, hauling, recycling and disposal of Household Hazardous Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Household Hazardous Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation 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 its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 12.

SECTION 13. DUE CARE.

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

SECTION 14. 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 15. INSURANCE COVERAGE.

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

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$1,000,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability

The City shall be named as an additional insured on all the above coverages with the exception of workers compensation insurance. 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 a certificate of insurance verifying the insurance coverage required by this Section 24.

SECTION 16. INDEMNITY.

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by 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, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by 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 caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 17. 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 18. TERMINATION.

Any failure by either party 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 (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 19. 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 terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 20. 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 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 21. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Justin, Texas
PO Box 129
Justin, Texas 76247
Attn: City Manager

If to the Service Provider:

HHW Solutions
1240 Coastal
Rockwall, Texas 75087
Attn: Dick Demien

With a Copy to:

HHW Solutions
4090 Hackberry Cir
Caddo Mills, Texas 75135
Attn: Tim Oliver

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 22. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 23. ACCEPTANCE.

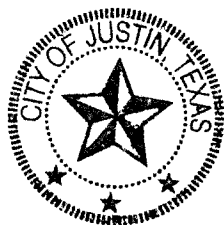
PASSED AND APPROVED BY THE CITY OF JUSTIN COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 11 DAY OF March, 2019.

DOLIVER ENTERPRISES, LLC
DBA HHW SOLUTIONS

By: _____
Tiffany Demien, President

CITY OF JUSTIN TEXAS

By: [Signature]
Name: Alan W. Ward
Title: Mayor



ATTEST:

By: [Signature]
Name: Brittany Andrews
Title: City Secretary

City Council Meeting

October 25, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #8 (Consent)

Title: Consider and take appropriate action approving City Council meeting minutes dated October 11, 2022.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Motion to approve consent items as presented.

Background:

City Attorney Review: N/A

Attachments:

1. October 11, 2022 draft minutes



Mayor, Elizabeth Woodall

MINUTES

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

Justin City Council Regular Session Meeting- October 11, 2022

The Justin City Council Meeting convened into a Regular Session being open to the public the 11th day of October, 2022 at 5:30 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, Jim Tate, James Clark, and Chrissa Hartle. City Staff: City Manager, Chuck Ewings, Public Works Director, Josh Little, Planning and Development Director, Matt Cyr, Finance Director, Josh Armstrong, City Secretary, Brittany Andrews, and City Attorney, Matthew Butler.

Convene into Session: Mayor Woodall called the meeting to order at 5:34PM
Invocation led by: Councilman Clark

WORKSHOP SESSION

Discuss regular session agenda items

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.

Joanna Lindberg, 604 Ridgeview Dr. Justin, TX 76247 – Mrs. Lindberg asked if the City provides mosquito control, mentioned having an Armadillo problem and asked who to call for removal, and stated her thoughts on loose dogs and animal control. Full comment on record.

POSSIBLE ACTION ITEMS

1. Consider and take appropriate action regarding the Justin Heritage Foundation brick fundraiser.

No Action

2. Consider and take appropriate action to approve Ordinance 739-22 approving an end of year budget amendment for the City of Justin Fiscal Year 2021-2022.

Councilman Clark moved to approve Ordinance 739-22 approving an end of year budget amendment for the City of Justin Fiscal Year 2021-2022.

Seconded by: Councilman Mendoza

Aye votes: Councilmembers Mounce, Mendoza, Hartle, Clark and Tate.

Motion carries

CONSENT

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

3. Consider and take appropriate action approving the Interlocal Cooperation Agreement for Library services between the City of Justin and Denton County.
4. Consider and take appropriate action to approve City Council minutes dated September 27, 2022.

Councilman Tate moved to approve consent items as presented

Seconded by: Mayor Pro Tem, Mounce

Aye votes: Councilmembers Mounce, Mendoza, Hartle, Clark 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:
 - Preserve Development Agreement
 - Range Road Development Agreement

Convene into executive session at **6:07PM**

Adjourn into open meeting at **6:31PM**

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

FUTURE AGENDA ITEMS

ADJOURN

With there being no further business, the meeting was adjourned at 6:32PM

Brittany Andrews

Brittany Andrews, City Secretary

Seal: