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 DECEMBER 13, 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/ STAFF UPDATE

- Upper Trinity Regional Water District update.
- Year-end fiancial report
- Quarterly investment report

WORKSHOP SESSION

1. Discussion regarding next steps for implementation of the adopted Home Rule Charter.

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.

PUBLIC HEARING

- 2. **PUBLIC HEARING:** Conduct a Public Hearing for a Planned Development (SF-2 and GB) for a Church and age restricted living legally described as OLD DCAD TR 2 and A0439A M. GARNETT, TR 3D generally located northeast from the intersection of Strader Lane and FM 407.
 - a. Open public hearing
 - b. Close public hearing
 - c. Consider and take appropriate action

POSSIBLE ACTION ITEMS

- 3. Consider and take appropriate action regarding the Justin Heritage Foundation brick fundraiser.
- 4. Consider and take appropriate action to award contract to Atlas Supply Co. in the amount of \$2,612,769.75 for the AMR meter replacement program.
- 5. Consider and take appropriate action regarding a change order for the street overlay project with Anderson Asphalt & Concrete Paving, LLC.
- 6. Consider and take appropriate action to award contract to Maja Commercial Janitorial Services, LLC in the amount of \$56,816.49 for Municipal Janitorial Services.
- 7 Consider and take appropriate action regarding a Preliminary Plat for Traditions Phase I generally located southwest from Strader Lane and FM 407.
- 8. Consider and take appropriate action approving a Final Plat for Timberbrook Phase 4B LOTS 60-96, 97X, BLOCK 14; LOTS 22-29, BLOCK 22; LOTS 1-42, BLOCK 23; LOTS 1-16, BLOCK 24; 7-14, BLOCK 25 generally located northwest of FM 407 and Boss Range Road.
- 9 Consider and take appropriate action approving Resolution 595-22 modifying the speed limit on Ovaletta Dr. to 25mph.
- 10. Consider and take appropriate action regarding amendments to the Justin Economic Development Corporation and Community Development Corporation FY 2022-2023 budgets.
- 11. Consider and take appropriate action regarding amendments to the FY 2022-2023 annual budget.
- 12. Consder and take appropriate action regarding reappointments to the Justin Economic Development Corporation and the Community Development Corporation.
- 13. Consder and take appropriate action regarding reappointments to the Justin Parks and Recreation Advisory Board and the Keep Justin Beautiful Committee.
- 14. Consder and take appropriate action regarding reappointments to the Planning and Zoning Commission.

CONSENT

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

15. Consider and take appropriate action to approve City Council minutes dated November 10, 2022, and minutes dated November 22, 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
 - o City of New Fairview Water and Wastewater Agreement
 - City of Justin/Town of Northlake Interlocal Cooperative Agreement for Wastewater Improvements
- Under Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
 - City Manager

Convene into executive session.

Adjourn into open meeting.

16. 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 8th day of December, 2022 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews

Brittany Andrews, City Secretary

City Council Meeting

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #1

Title: Discussion regarding next steps for implementation of the adopted Home Rule Charter.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: Discuss Home Rule Charter implementation

Background:

The Home Rule Charter was formally adopted by City Council on November 22, 2022. Most provisions will be implemented over a period of time. The City Council will continue to operate as it has until the May 2023 election when a Place system will implement, a council member position is added, and the Mayor's term changes and may vote on agenda items.

Council Members have been assigned to the following places based on the transition requirements:

- Place 1 Vacant until May 2023
- Place 2 Tomas Mendoza
- Place 3 John Mounce
- Place 4 James Clark
- Place 5 Jim Tate
- Place 6 Chrissa Hartle

Section 6.02(5) of the charter requires a candidate to consent to a background investigation. Staff recommends City Council discuss and approve procedures for determining if a candidate is disqualified based on a background investigation.

Attachments:

City Council Meeting

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #2

Title: **PUBLIC HEARING:** Conduct a Public Hearing for a Planned Development (SF-2 and GB) for a Church and age restricted living legally described as OLD DCAD TR 2 and A0439A M. GARNETT, TR 3D generally located northeast from the intersection of Strader Lane and FM 407.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Recommendation: Staff recommends consideration based on the request.

Background:

The Applicant is proposing a Planned Development for an approximately 47,000 squarefoot Church off of FM 407 and for an age restricted development located behind the Church.

The site is approximately 41 acres and is located on the frontage of FM 407 going north. The residential units being proposed is 157 units (10 units to be duplexes), while the Church is proposed at approximately 47,000 square-feet.

Zoning:

The property is currently vacant and is zoned Planned Development Single-Family 2 and General Business. The base zoning will remain, however, since the Applicant is requesting to utilize an age restricted concept, a Planned Development is required because there is no current zoning district that accommodates the proposed lot standards.

The property is currently classified as Residential and Commercial. The Planned Development is consistent with the Future Land Use Plan.

LaDera (Residential):

The residential portion of this development will contain several amenities. Such as a 3.93 acre-pond feature with a dock, an 5' trail that meanders around the residential portion of the development, pickleball, two hang-out buildings ("The Shack" and "The Hub"), a gazebo, sitting areas, and a pool. The development will have two gated entrances and exits to the community on the east side of the development.

Residential buildings and the activity center shall be a total of eighty (80) percent masonry including brick or stone on the main floor. An exception to that requirement is if the Activity or Shack use The Craftsman/Farmhouse style in which they may have up to one hundred (100) percent cementitious fiberboard lap-siding.

The residential development will be platted as one entire lot, with multiple dwellings. The layouts shown on the plans are of the building pad and not the lot layout. The building separation or setbacks is proposed to be at least 6' from each structure. The buildings will have fire rated walls and will meet all the International Fire Code requirements.

Milestone Church (Commercial):

The applicant is proposing to build approximately a 47,000 square-foot Church. The Church would be built after the first two phases if approved.

The development requires 267 parking spaces according to the ordinance. They are providing 470 parking spaces. The parking dimensions are 8 x 18 and meet the code requirements. The proposed materials would meet the requirements in the ordinance.

The Church will also feature a .63 acre pond along with open space with additional landscaping to the north. The maximum height of the building will be 40', which differs from our ordinance requirement of 35'.

Fencing:

To the north of the residential development the Applicant is proposing a 6' ornamental fence or a Simtek wall. To the east of the residential development the Applicant is proposing a 6' ornamental metal with masonry columns. To the west of the residential development the Applicant is proposing a 6; ornamental metal fence.

To the north of the Church, north of the Mitchell property, and east of the church the Applicant is proposing a 6' Simtek wall.

Signage:

The applicant is meeting all of the sign requirements except for the wall signage off of FM 407 for the Church. The max requirement is 200 square-feet. The Applicant is requesting 300 square-feet.

Staff Analysis:

The land use for the residential development is a good transition use in this location. The development will be surrounded by 60' single-family residential lots, which eases the transition over to Commercial off of FM 407.

Staff would prefer to see Retail, Restaurant, and Office uses off of FM 407 for commercially zoned properties, however, due to the Religious Land Use Institutionalized Persons Act (RLUIPA) cities are restricted in some capacities from regulating churches. Overall, Staff has no major concerns with this application.

City Attorney Review: N/A

Attachments:

- 1. Email request to table the item
- 2. Map
- 3. Supporting Documentation



EXHIBIT "B" LEGAL DESCRIPTION 41.217 ACRES

Being all that certain lot, tract or parcel of land situated in the Margaret Garnett Survey, Abstract Number 439, City of Justin, Denton County, Texas, being part of that certain called 411.268 acre tract of land described in deed in favor of Justin Timberbrook, LLC, recorded in Document Number 2016-55837 of the Real Property Records of Denton County, Texas, being all of that certain called 6.483 acre tract of land described as Tract 2 in deed in favor of Bloomfield Homes, LP, recorded in Document Number 2021-106330 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the southwest corner of said Tract 2 and the southwest corner of said 411.268 acre tract, being the southeast corner of that certain called 241.210 acre tract of land described in deed in favor of Justin Timberbrook, LLC, recorded in Document Number 2017-5803 of the Real Property Records of Denton County, Texas, being the northwest corner of that certain called 1.04 acre tract of land described in Right-of Way deed in favor of the State of Texas recorded in Volume 348, Page 450 of the Real Property Records of Denton County, Texas, and being the northeast corner of that certain called 0.42 acre tract of land described in Right-of Way deed in favor of the State of Texas recorded in Volume 348, Page 451 of the Real Property Records of Denton County, Texas, and being the north county, Texas, and being on the north right-of-way line of F.M. 407 (90' right-of-way);

THENCE N 00°25′43″ W, with the west line of said 411.268 acre tract and the west line of said Tract 2 passing at 589.13 feet the northwest corner of said Tract 2 and continuing for a total distance of 1563.75 feet to 1/2" capped rebar set "McAdams" from witch a 1" spiral square pipe on the west line of said 411.268 acre tract and the east line of said 241.210 acre tract bears N 00°25′43" W, 3878.3' and the northwest corner of said 411.268 acre tract and the northeast corner of said 241.210 acre tract bears N 00°25′43" W, 4058.56' from which a 1" spiral square pipe bears N 19°26′40" E, 5.6 feet;

THENCE N 89°27'48" E, 1553.61 feet to the west line of that certain called 186.362 acre tract of land described as Tract 1 in the aforementioned deed in favor of Bloomfield Homes, LP;

THENCE with the west line of said Tract 1 the following nine (9) calls:

S 00°32'12" E, 108.44 feet; S 44°27'48" W, 14.14 feet; S 00°32'12" E, 50.00 feet; S 45°32'12" E, 14.14 feet; S 00°32'12" E, 720.19 feet; S 44°27'48" W, 14.14 feet; S 00°32'12" E, 50.00 feet; S 45°32'12" E, 14.14 feet; S 00°32'12" E, 5.33 feet;

THENCE S 89°31'09" W, 553.79 feet with a north line of said Tract 1 to a 1/2" capped rebar found "Goodwin & Marshall" at the westerly northwest corner thereof, and being at a reentrant corner on the south line of said 411.268 acre tract and being the northwest corner of that certain called 4.05 acre tract of land described in deed in favor of Pete Allen Michell and wife, Sheron Lanelle Mitchell, recorded in Document Number Volume 1226, Page 392 of the Real Property Records of Denton County, Texas;

THENCE S 89°20'19" W, with the south line of said 411.268 acre tract and the north line of said 4.05 acre tract passing the northwest corner thereof and being the northeast corner of that certain called 3.003436 acre tract of land described in deed in favor of William Dwayne Michell and wife, Cheryl D. Mitchell recorded in Document Number Volume 2292, Page 269 of the Real Property Records of Denton County, Texas and continuing with the north line thereof a total distance of 522.50 feet to a 1/2" capped rebar found "Goodwin & Marshall" at the northwest corner thereof, being the northeast corner of the aforementioned Tract 2 and being at a reentrant corner on the south line of said 411.268 acre tract;

THENCE S 00°32'43" E, 588.16 feet with the west line of said 3.003436 acre tract, the east line of said Tract 2 and the south line of said 411.268 acre tract to a 5/8" rebar found at the southwest corner of said 3.003436 acre tract, the southeast corner of said Tract 2, the most westerly southeast corner of said 411.268 acre tract, and being on the north line of said F.M. 407;

THENCE S 89°20'19" W, 480.36 feet with the south line of said 411.268 acre tract, the south line of said Tract 2 and with the north line of said F.M. 407 to the POINT OF BEGINNING and containing approximately 41.217 acres of land.

Bearings based Texas Coordinate System, North Central Zone (4202), NAD '83.

PRELIMINARY DOCUMENT: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. COLE CARPENTER, RPLS 6892 03/09/22

Ш McAdams

LETTER OF INTENT > 2021310647

September 7, 2022

Mrs. Sasha Torres Planning and Development Services Justin City Hall 415 N College Ave. Justin, TX 76247

RE: Ladera Timberbrook – Planned Development Application McAdams Job Number 2021310647

Mrs. Torres,

Please accept this letter, on behalf of Integrity Group and Milestone Church, as an explanation of the proposed application. We are submitting a Planned Development Application for review and approval on approximately 41.217 acres within Justin, TX. The proposed zoning designation is a Planned Development Single Family-2 and General Business, for an active adult, age-restricted, condominium-style, single family residential development and a church.

PROJECT OVERVIEW

Tract 1 will be the Ladera at Timberbrook. The Ladera communities have experienced immense success throughout the DFW area by providing active seniors with amenity rich options and a lock and leave lifestyle in their own familiar neighborhoods close to family and friends. The existing communities are in Highland Village, Rockwall, Keller, Fort Worth, Mansfield (2), Prosper, and Little Elm. For many of these communities, there is a waiting list of homebuyers before the construction even starts.

One of the unique aspects about Ladera is the gated-community will be maintained and managed by a Condominium Owners Association (which has stricter enforcement than a HOA)– including all green space and amenities. The homes are right-sized to attract empty nesters and those adults looking to down-size and still have high-end kitchens, large open living areas and quality finish out. There are several customization options for the size and the amenities within the homes. In addition, each home will have a private courtyard. The homes will not be on individually platted lots, as is typical for a traditional subdivision. Instead, the homeowners will own their house and a portion of the common grounds, which is similar to a vertical condominium-style development. The fees they pay to the COA will allow Ladera to be privately maintained, inclusive of the streets.

Ladera Timberbrook will provide a home ownership living option for area residents who are looking to sell their existing home and stay within their community or for grandparents that want to move to the area to be close to their



LETTER OF INTENT > 2021310647

loved ones. These types of buyers help support the local economy, not only by their increased discretionary spending but, because they do most of their spending during the day which benefits area businesses.

Ladera Timberbrook is a gated, privately maintained development containing up to 157 residential units, a gross density of 4.87 units per acre, with amenity features such as fitness trails over 6,000 linear feet in length; an approximately 3,000 SF activity center (The HUB) with resort style amenities such as, an exercise room, pool, kitchen, outdoor gathering areas, pickleball courts, arbors, firepit, and a community event lawn and another smaller amenity building, The Shack. Of the 32.216 acres over 30% is greenbelts, parks, gathering spaces, and landscape buffers.

Tract 1 has a current land use designations of Low Density Residential. The existing zoning is Planned Development SF-2. We are submitting a Planned Development application to change the existing zoning to a new PD for the agerestricted residential development.

Tract 2 will be Milestone Church. The church property contains a building that measures to be approximately 50,000 SF and sits on approximately 9 acres. The Tract 2 is zoned in the City of Justin, which can be found in Denton County, Texas. The current zoning is set as Planned Development-General Business. The proposed Zoning will be set to Planned Development – General Business. The Future Land use is utilized for a Church. The Planned Development will include the church's zoning district with the northern property, which is planned to be developed as Low Density Residential by Integrity Groups. The two property's will use a shared drive coming off of Timberbrook Parkway.

Thank you for your consideration of the presented request. We look forward to working with the City of Justin on this exciting project, specifically tailored to the growing Active Adult market. Please feel free to contact us to discuss any comments or questions you have during the review of this request.

Sincerely, Patricia Fant Planning + Entitlements, Designer III MCADAMS

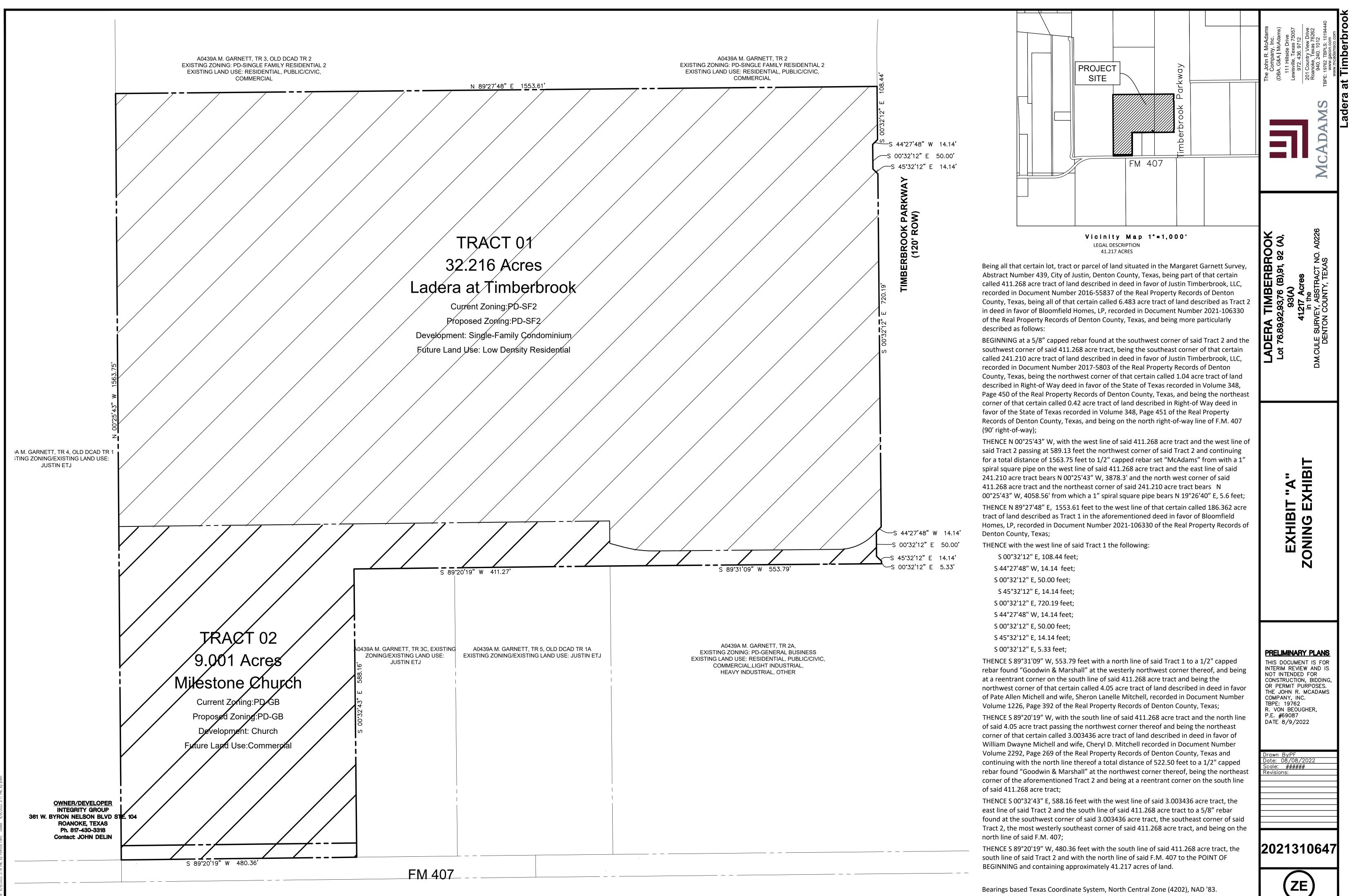


EXHIBIT "C"

LADERA AT TIMBERBROOK

MILESTONE CHURCH

DEVELOPMENT REGULATIONS

Planned Development – 41.217 Acres

I. PURPOSE

This Planned Development includes two tracts of land as shown on Exhibit "A".

Tract 1 is planned as Ladera at Timberbrook is a proposed aged-restricted, low-maintenance gated, single family home, residential community integrated with quality amenities such as walking trails, activity center "The HUB", with pool, pickle ball courts, an additional activity building called "The Shack", amenity pond, parks, and open space areas that provide for an enhanced quality of life for active adults seeking a lock and leave, low-maintenance lifestyle within the City of Justin.

Tract 2 is planned as Milestone Church, which is an approximately fifty thousand (50,000) square foot church. The church is planning on having an entrance/exit onto Timberbrook Parkway as well as FM 407.

The development regulations herein apply to either Tract 1 or Trat 2 as indicted.

II. DEVELOPMENT PLAN

Each tract shall be developed in accordance with the Timberbrook Planned Agreement and then the City of Justin regulations unless stated otherwise herein or shown otherwise on the Development Plan (Exhibit "D"), Elevations and Floorplans (Exhibit "E"), and Landscape Plans (Exhibit "F").

TRACT 1- LADERA AT TIMBERBROOK

The following standards shall apply to Tract 1, Ladera at Timberbrook.

III. USES

- A. Permitted Uses The following uses shall be permitted by right:
 - 1) Single Family Detached Dwelling-Shall be age restricted to residents 55 years of age and older.
 - 2)Two-Family Residential- Two family attached dwelling units
 - 3) Activity Center (HUB)
 - 4) Community Pool
 - 5) The Shack (reduced size additional amenity building)
- B. Accessory Uses The following uses shall be permitted as accessory uses:
 - 1) Gazebos
 - 2) Pavilions
 - 3) Tennis and Sport Courts

4) Accessory Buildings

5) Pond

IV. CONDOMINIUM ASSOCIATION

A Condominium Owners Association (COA) shall be required and shall be responsible for the maintenance of the common areas, entry features, accessory structures, and perimeter fencing and landscaping.

V. LANDSCAPE SETBACK REQUIREMENTS

There shall be a landscape setback with a minimum width of twenty (20) feet from the perimeter property line to a residential structure. Trails shall be permitted within the landscape easement.

VI. AREA REQUIREMENTS

Ladera at Timberbrook is a condominium community and individual dwelling units will not be platted into individual residential lots. The site will remain as one lot with approximately one hundred and fifty-seven (157) dwellings units. There shall not be more than five (5) two-family residential buildings, ten (10) dwelling units total. Therefore, the reference to setbacks shall be used as building separation from other buildings and from the private street.

Side Yard Setback (Between	Front Yard Setback (Front of	Rear Yard Setback (Between	
Buildings)	Building to Back of Curb)	Buildings)	
6' Minimum	20' Minimum	20' Minimum	

VII. DEVELOPMENT AND PERFORMANCE STANDARDS

Minimum	Minimum Lot	Minimum Lot	Maximum	Maximum Lot	Minimum
Lot Size	Width	Depth	Height	Coverage	Dwelling Size
				(percent of lot	(square feet)
				area)	
N/A	N/A	N/A	35' or 2 ½	65%*	1,100**
			Stories		

* Lot Coverage based on total building coverage (excluding accessory uses) for the entire 41.217-acre site.

** Air-conditioned space.

VIII. RESIDENTIAL DENSITY

The gross residential density for Ladera at Timberbrook not exceed five (5) units per gross acre (du/ac). Residential density shall be calculated using the gross land area of thirty two (32) acres.

IX. BUILDING DESIGN

- A. The dwelling units and activity center shall be generally constructed in accordance with the building elevations shown in Exhibit "E".
- B. Residential buildings and the activity center shall be a total of eighty (80) percent masonry including brick or stone on the main floor. An exception to that requirement is if the Activity or Shack use The Craftsman/Farmhouse style in which they may have up to one hundred (100) percent cementitious fiberboard lap-siding.
- C. Minimum roof pitch of residential structures shall be 4:12 for rear elevations and 8:12 minimum for front elevations, with exceptions to formers and shed roofs.
- D. Mailboxes shall be cluster boxes of 14 or greater boxes. Sufficient structural support to keep the mailbox upright is required. Mailboxes may be made from metal.
- E. Cementitious fiberboard may constitute up to one hundred (100) percent of the exterior facades of stories other than the first floor.
- F. Attached Pergolas and Patio Covers shall be permitted and shall extend no more than five (5) feet into the rear yard.

X. TRAILS, SCREENING AND LANDSCAPING

Screening and landscaping shall be generally installed in accordance with the Landscape Plan, Exhibit "F" in addition to the following:

- A. There shall be an ornamental metal fence or pre-cast (Simtek) wall of at least six (6) in height located around the perimeter of the property.
- B. Each front yard shall have one (1) canopy tree with a minimum caliper size of four (4) inches, as measured six (6) inches above grade, from the approved plant list for the City of Justin.
- C. Residential fencing shall consist of ornamental metal or vinyl and have a minimum height of four (4) feet and a maximum height of six (6) feet.
- D. Residential fencing shall be permitted within the twenty foot (20) perimeter landscape buffer.
- E. There shall be a minimum of twenty (20) foot landscape buffer between Tract 1 and Tract 2. The following standards shall apply for every one hundred (100) linear feet of landscape buffer length:
 - a. There shall be a minimum of two (2) canopy trees.
 - b. There shall be a minimum of three (3) understory trees.

EXHIBIT "C"

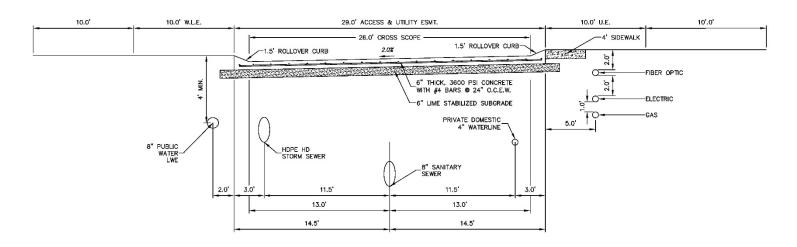
- c. There shall be a minimum of twelve (12) screening shrubs.
- d. There shall be a six foot (6') pre-cast (Simtek) wall on the Trat 1 side of the property.
- F. There shall be a minimum twenty (20) foot landscape buffer along Timberbrook Parkway. The following standards shall apply for every one hundred (100) linear feet of landscape buffer length:
 - a. There shall be a minimum of four (4) canopy trees.
 - b. There shall be a minimum of four (4) understory trees.
 - c. There shall be a minimum of ten (10) screening shrubs.
 - d. There shall be a six foot (6') ornamental metal fence with masonry columns.
 - e. Berms shall not be required.
- G. There shall be no fences on or within the trail.
- H. A Landscape Plan with tree species shall be submitted at the time of Construction Plans.

XI. PARKING

Off street parking shall be allowed in areas shown on the approved Development Plan, Exhibit "D".

XII. STREETS AND ACCESS

- A. The proposed streets shall be privately maintained by the Condominium Association of Ladera of Timberbrook.
- B. The private streets shall conform to the street section on the Development Plan, "Exhibit D", also shown below.
- C. All storm and streets shall be labeled private and maintained by the Condominium Owners Association.



XIII. OPEN SPACE

The minimum required designated open space area shall be thirty percent (30%) of the gross land area.

A. The perimeter landscape buffer shall be counted toward open space.

XIV. EXHIBITS

All attached Exhibits to be adopted by this ordinance.

TRACT 2- MILESTONE CHURCH

I. LANDSCAPE AND BUFFER REQUIREMENTS

Screening and landscaping shall be generally installed in accordance with the Landscape Plan. Exhibit "F" in addition to the following:

- A. The interior landscaping area of the property shall be a minimum of ten percent (10%).
 - a. Detention and Retention ponds shall be counted toward interior landscaping.
 - b. Street buffer tress shall be counted toward the total plant count.
- B. Interior Landscape Planting Requirements are as follows:
 - a. One canopy tree per six hundred (600) square feet of the required ten percent (10%) of the interior landscape, planted a minimum of twelve feet (12') on center.

EXHIBIT "C"

- b. One understory tree per three hundred (300') square feet of the required ten percent (10%) of the interior landscape, planted a minimum of eight feet (8') on center
- c. Shrubs shall be planted along the street frontage and along parking isles where applicable.
- d. There shall be no ground cover requirement.
- C. There shall be a twenty (20') foot landscape buffer along FM 407. The following standards shall apply for every one hundred (100) linear feet of landscape buffer:
 - a. There shall be a minimum of four (4) canopy tress.
 - b. There shall be a minimum of four (4) understory trees.
 - c. There shall be a minimum of ten (10) screening shrubs.
 - d. There shall be no fencing requirement.
 - e. Three foot (3') berms shall not be required.
- D. A Landscape Plan with tree species shall be submitted at the time with Construction Plans.

II. Non-Residential Design Standards

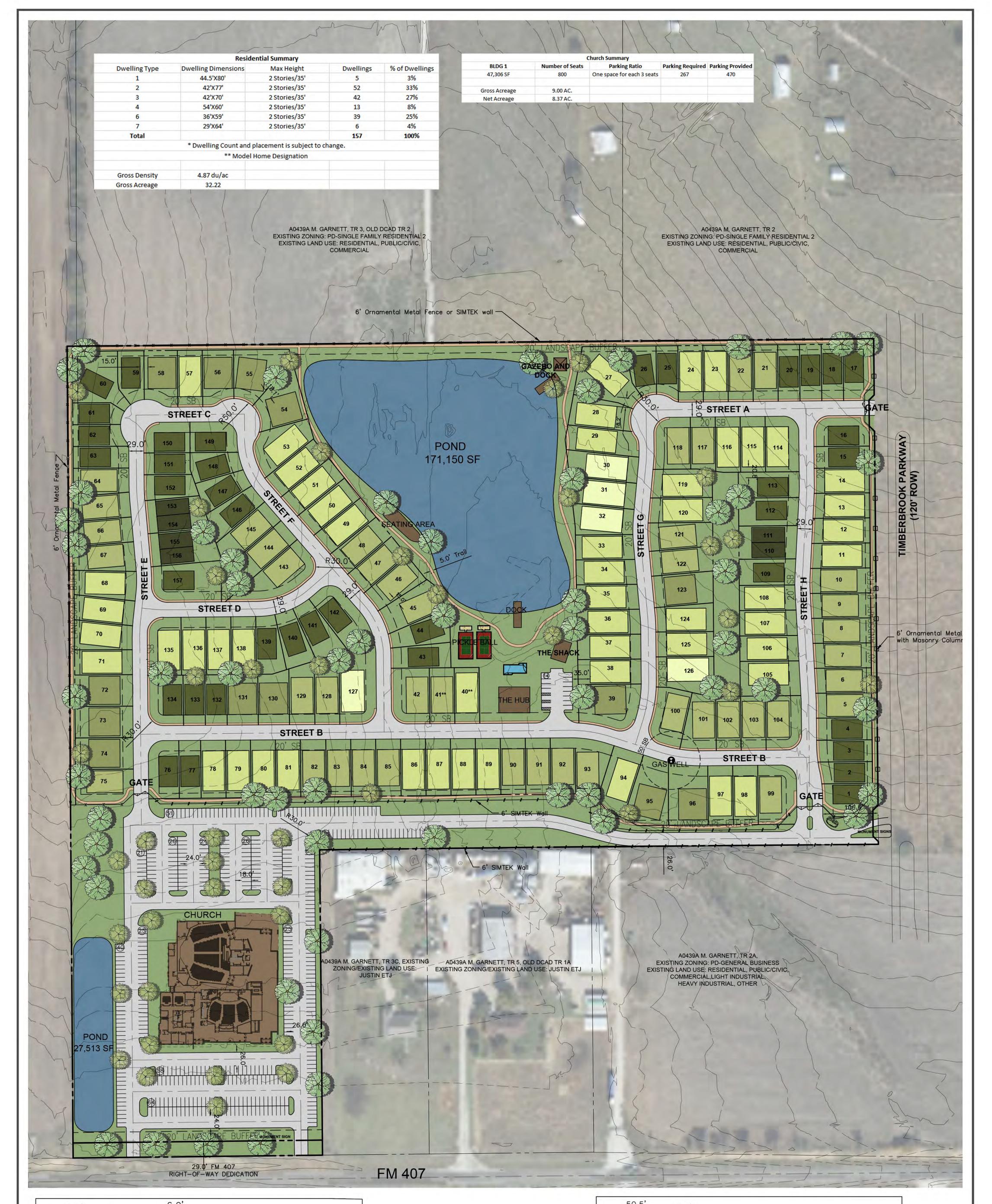
- A. The total exterior wall surface of all main building facing public streets shall have a minimum of seventy-five (75) percent stone construction, excluding windows and doors.
- B. The maximum building height shall be forty (40') feet.
- C. The façade adjacent to a street shall be constructed of a minimum of seventy-five (75) percent of the following materials including but not limited to:
 - a. Stone
 - b. Cast stone
 - c. Decorative concrete stamped and stained to resemble the appearance of stone.
 - d. Or similar
- D. Accent materials for the architectural details shall be in conformance with the architectural style of the main building. There shall be no old west material required.

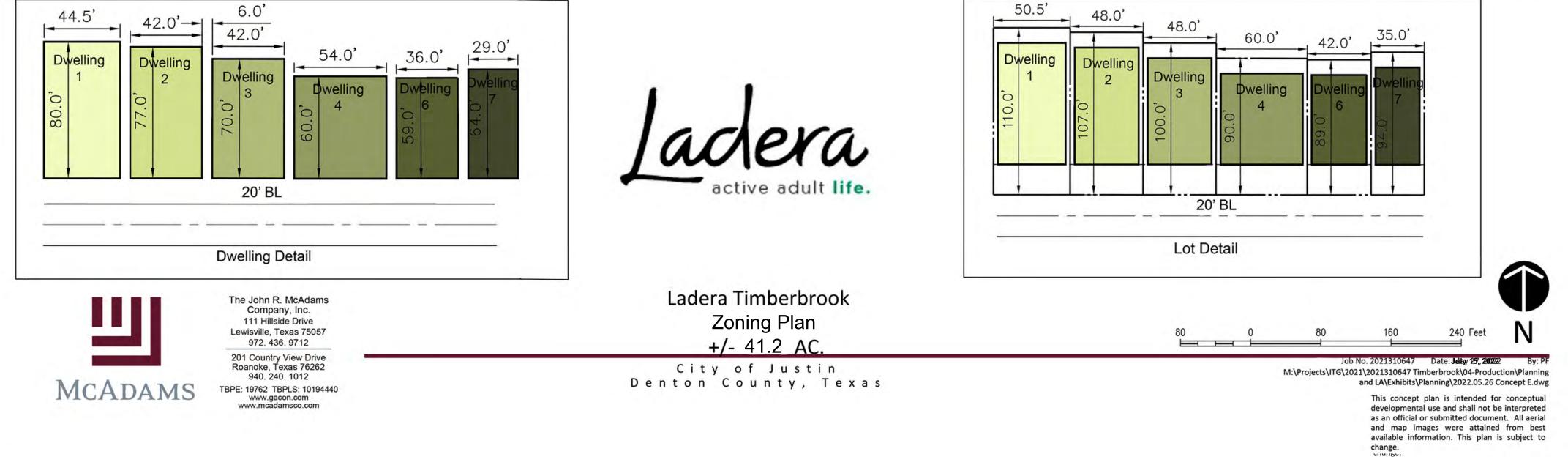
EXHIBIT "C"

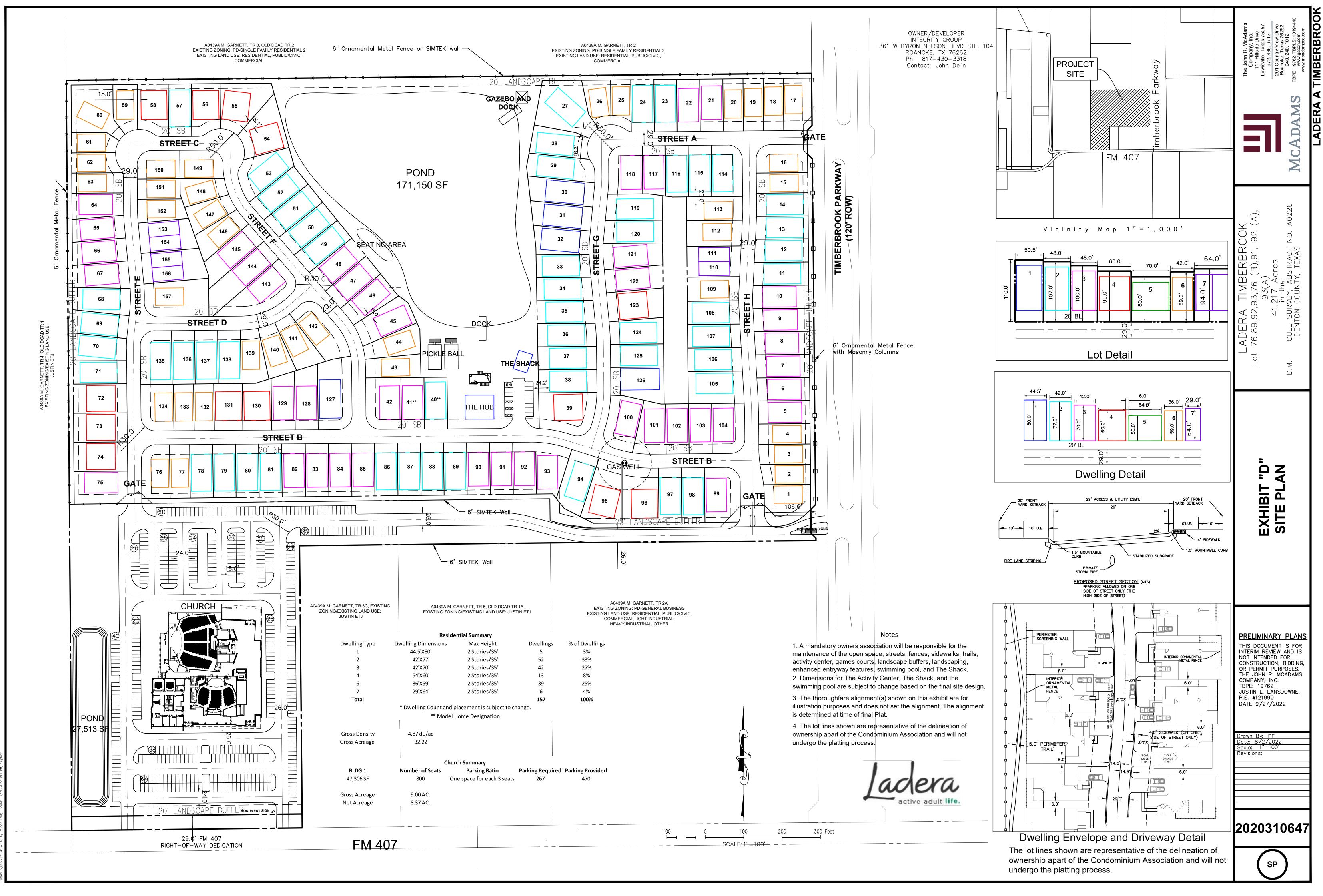
- E. Along the façade adjacent to the street, buildings shall provide an awning with a pitch of no greater than 2:12, for fifty (50) percent of the frontage which projects no less than six (6) feet from the building face, with no required posts.
- F. Old West detail devices shall not be required.
- G. In lieu of "old west" detail devices not being required the church will work with the City of Justin to add enhancements to the building and to the landscaping.

III. Signage

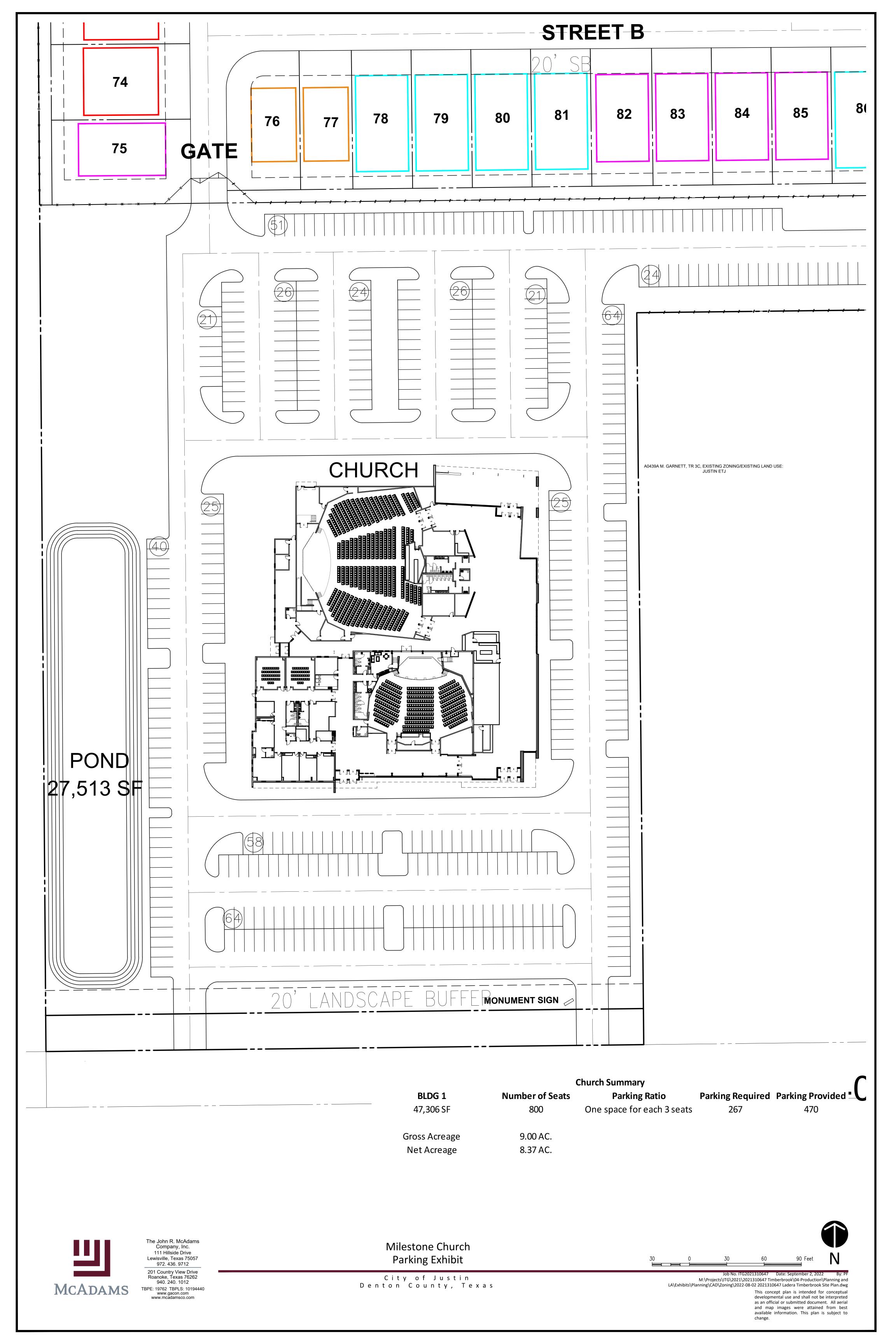
- A. The total area of the building mounted sign facing FM 407 shall be three hundred (300) square feet.
- B. Monument Signage shall be permitted within the landscape buffer along FM 407.
- C. Signage shall be permitted separately.

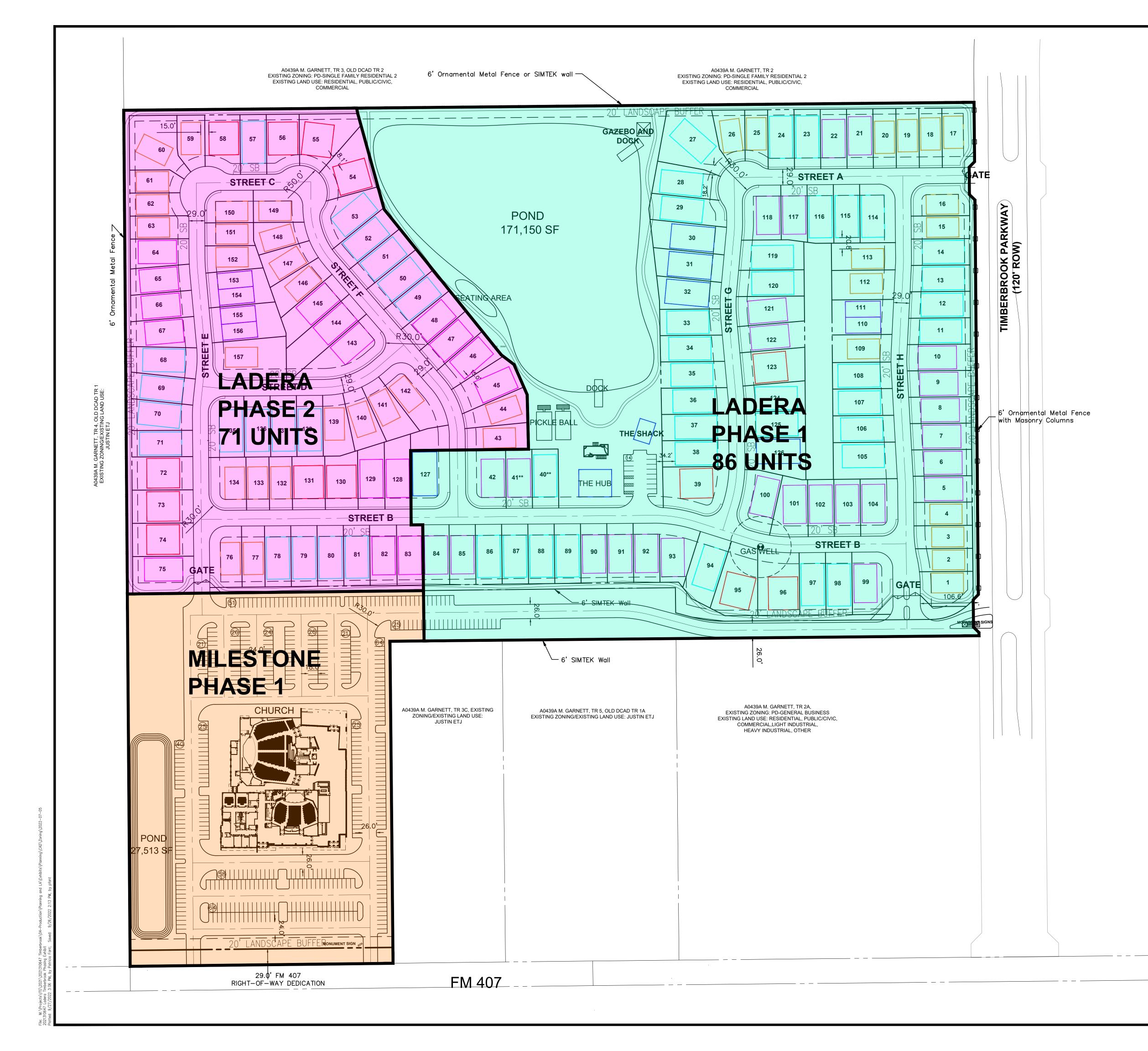


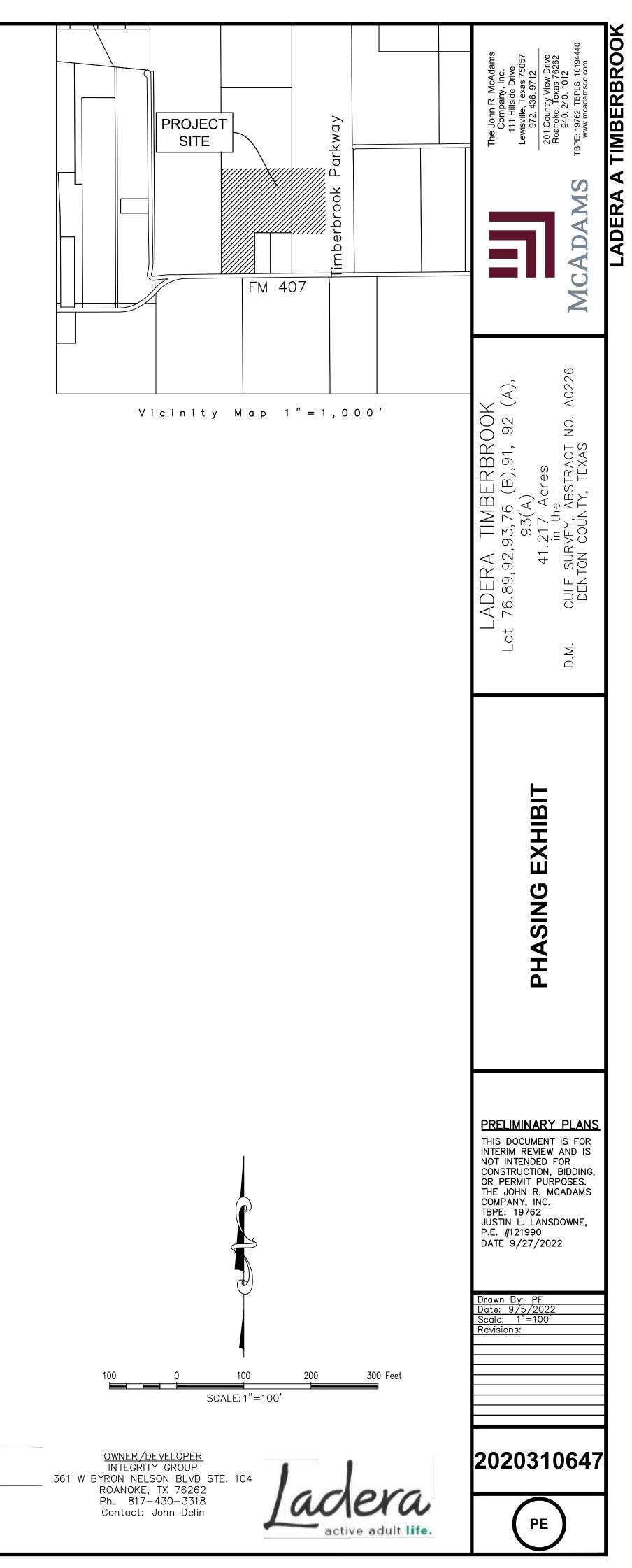




ojects\ITG\2021\2021310647 Timberbrook\04-Production\Planning and LA\Exhibits\Planning\CAI Ladera Timberbrook Site Plan 27/2023 4:04 PM hy Particia Fant: Saved: 9/26/2022 5:01 PM hy afant

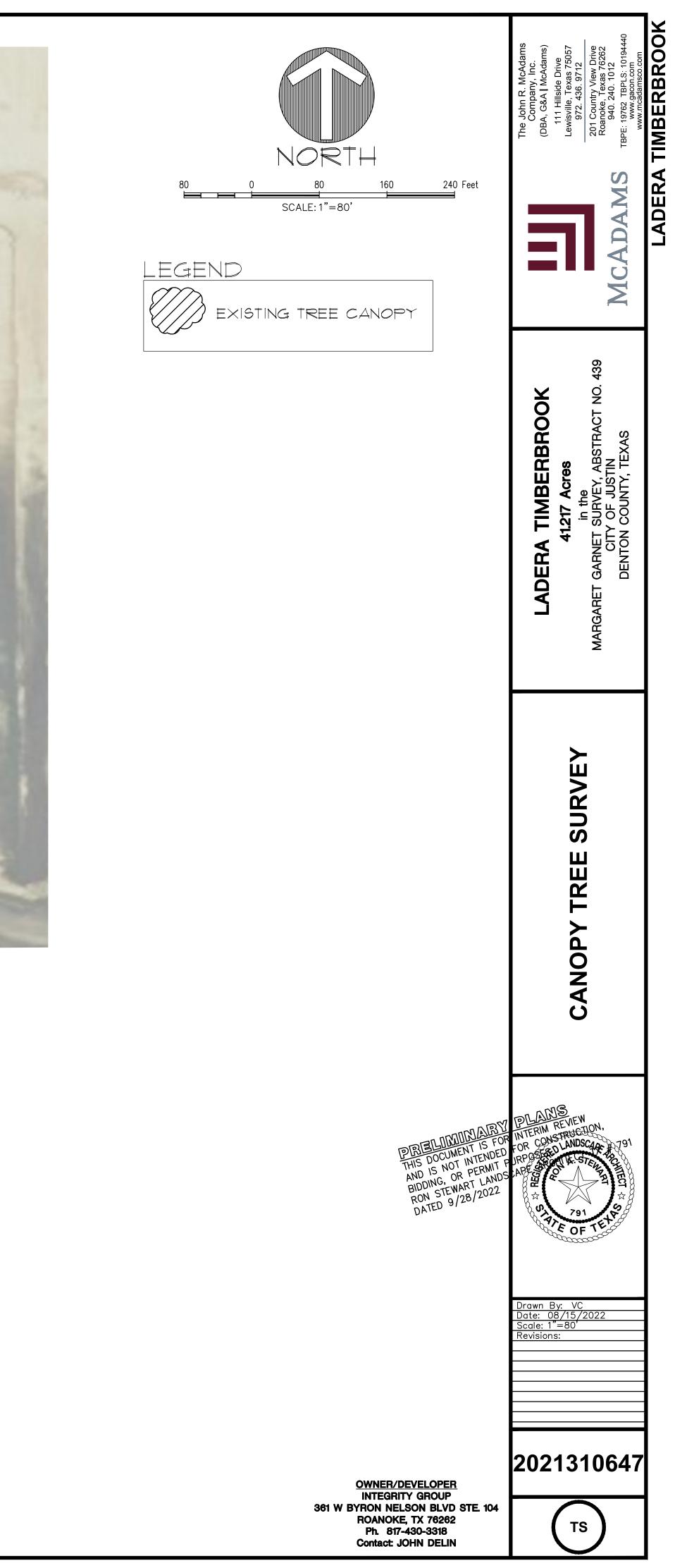


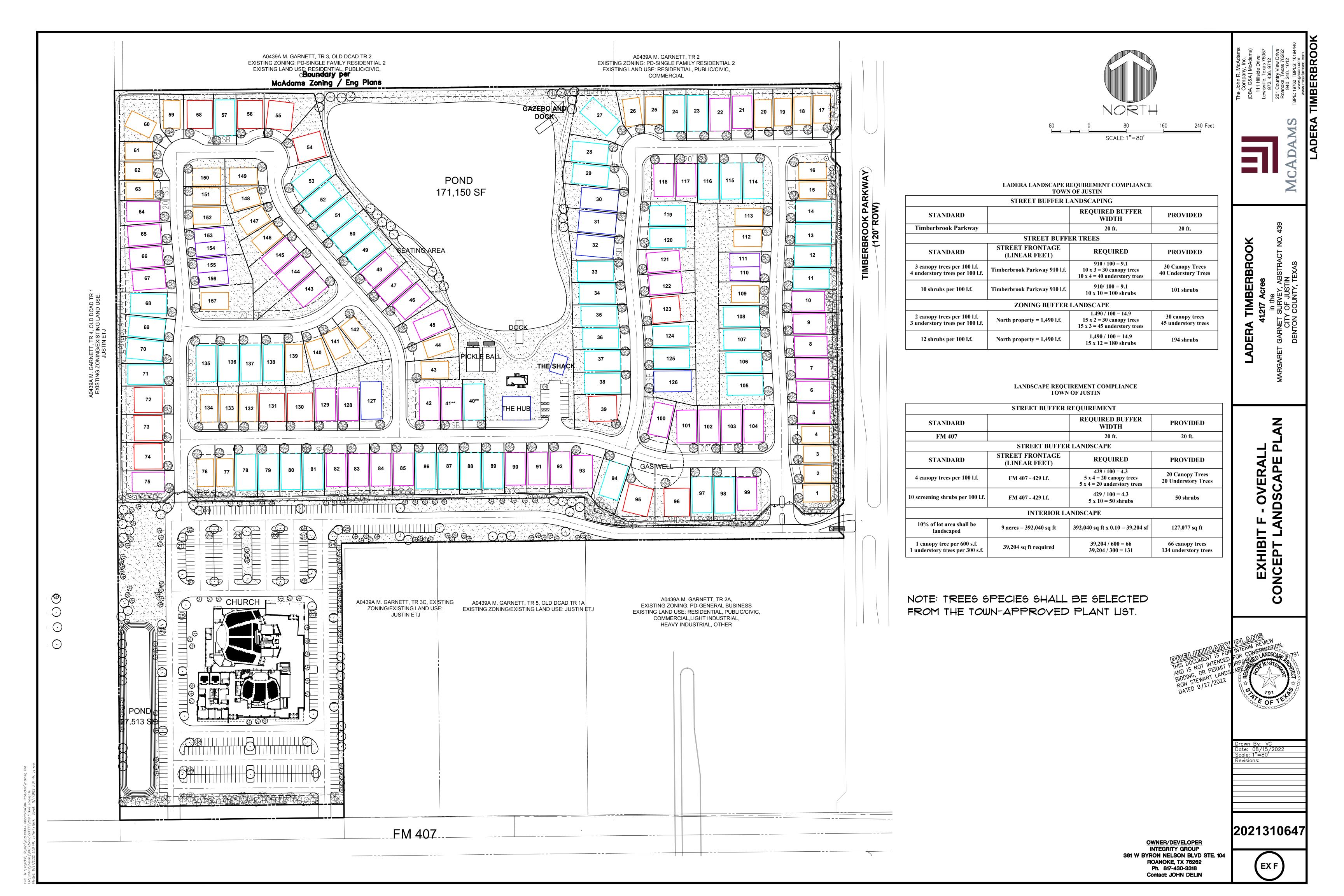


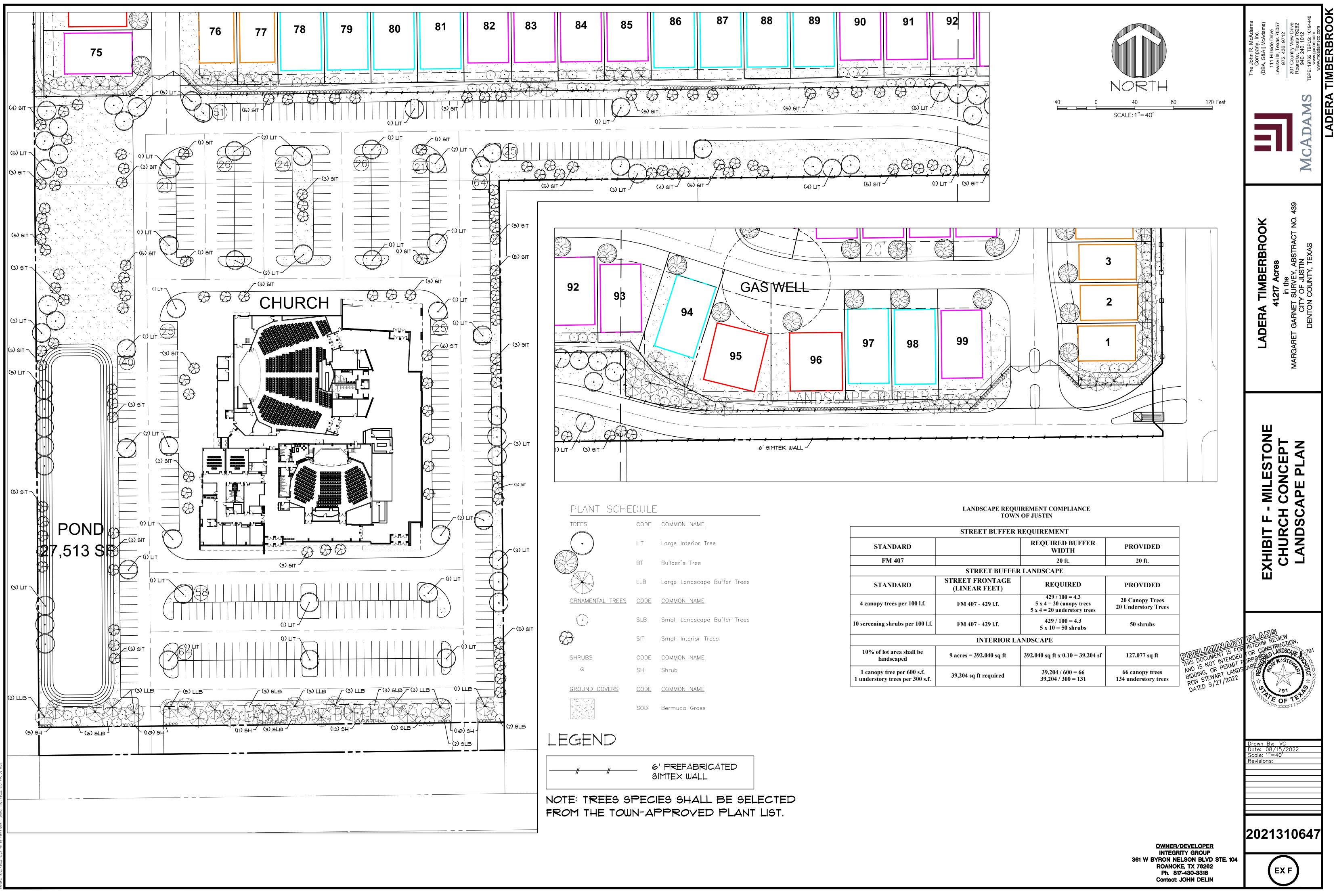




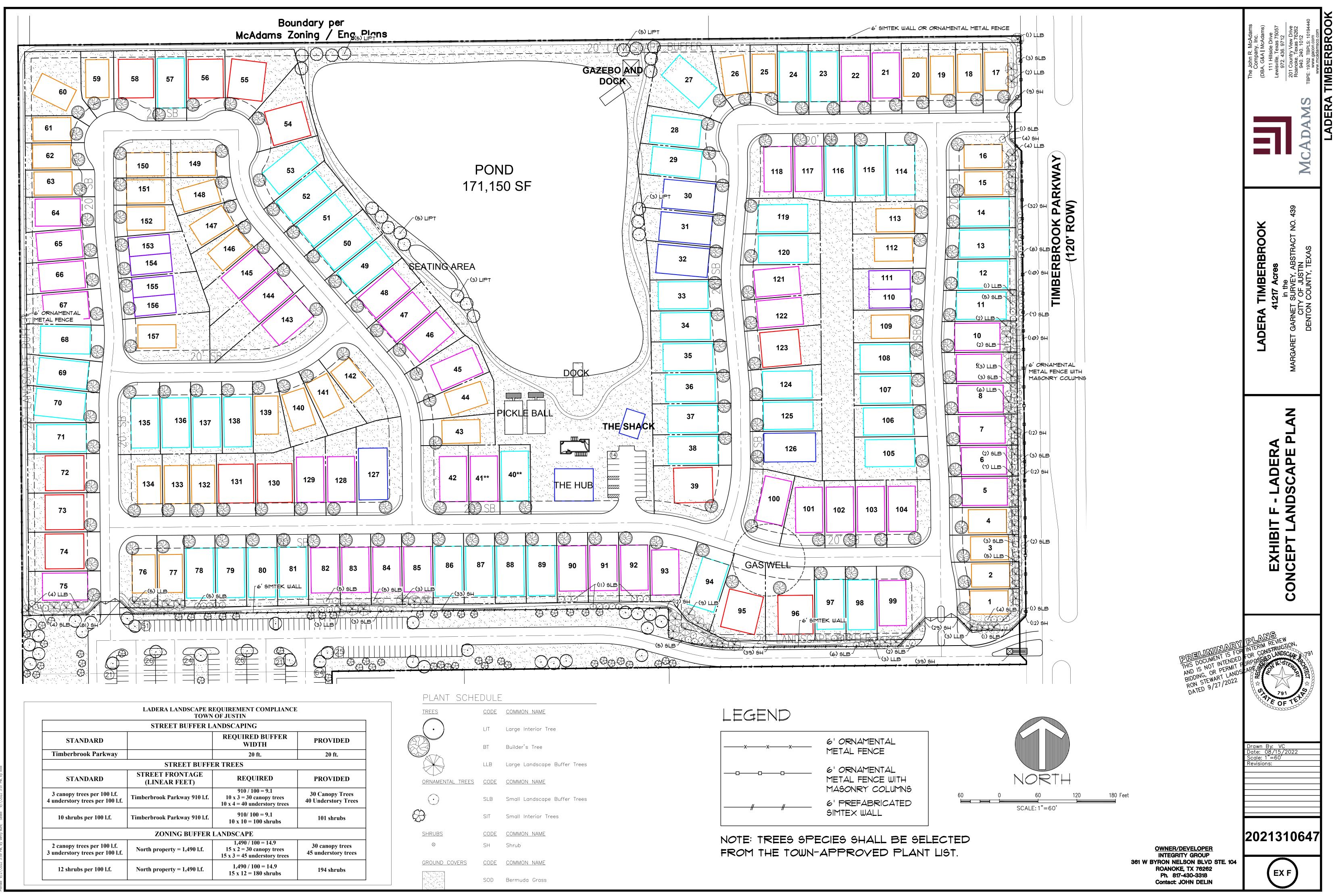
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H: \Projects\IG\2021\2021310647 Timberbrook\04-Production\Plannin bits\Planning\CAD\Zoning\SHETS\2021310647 concept ls 0\7777077 3.55 PM by Verity Burk. Squed: 9.777072 3.01 PM





Toscana

2,248 SF

2BR / 2BA

3 Elevations





Avanti

1,964 SF

2BR / 2BA

5 Elevations





Casina

2,231 SF

2BR / 2BA

5 Elevations





Castella

2,419 SF

2BR / 2BA

3 Elevations





Verona

2,809 SF

2BR / 2BA

5 Elevations





Verona 2-Story

2,146 SF

3BR / 3BA

3 Elevations







LADERA AMENITY BUILDING_PROTOTYPE DESIGN _ ELEVATION STUDY THIS DRAWING IS FOR PRELIMINARY REFERENCE PURPOSES ONLY_NOT TO BE USED FOR PERMITTING OR CONSTRUCTION



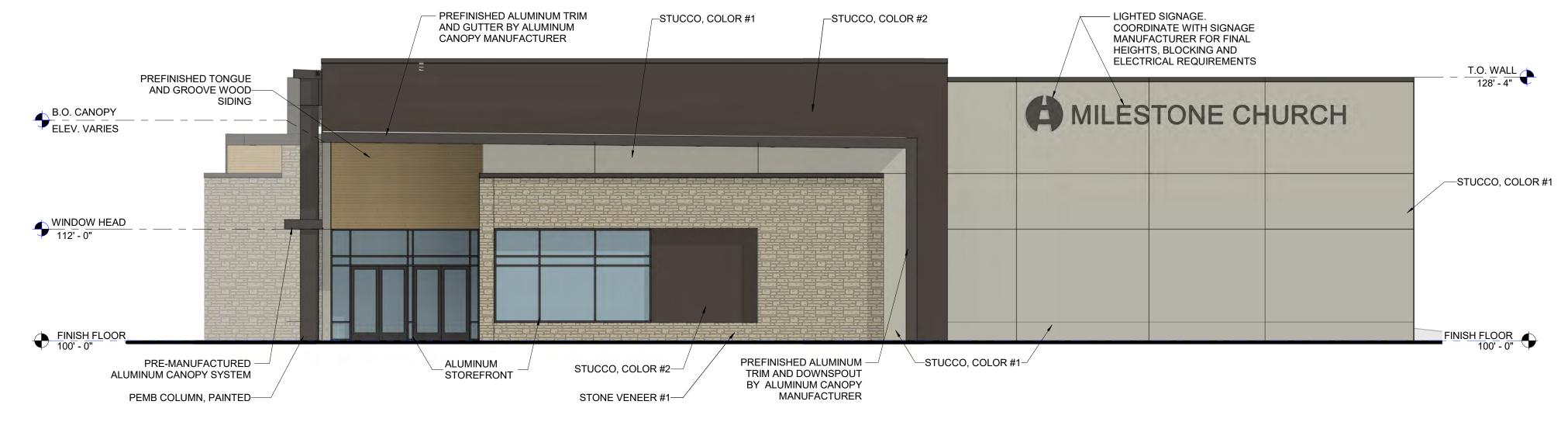
WWW.KENKILLIAN.COM TEL 214.457.3652 | EMAIL KRK®KENKILLIAN.COM 830 CENTRAL PKWY. EAST | STUDIO 300 PLANO. TX 75074

SCALE _ 3/16" = 1' @ 24"x36" FORMAT

16

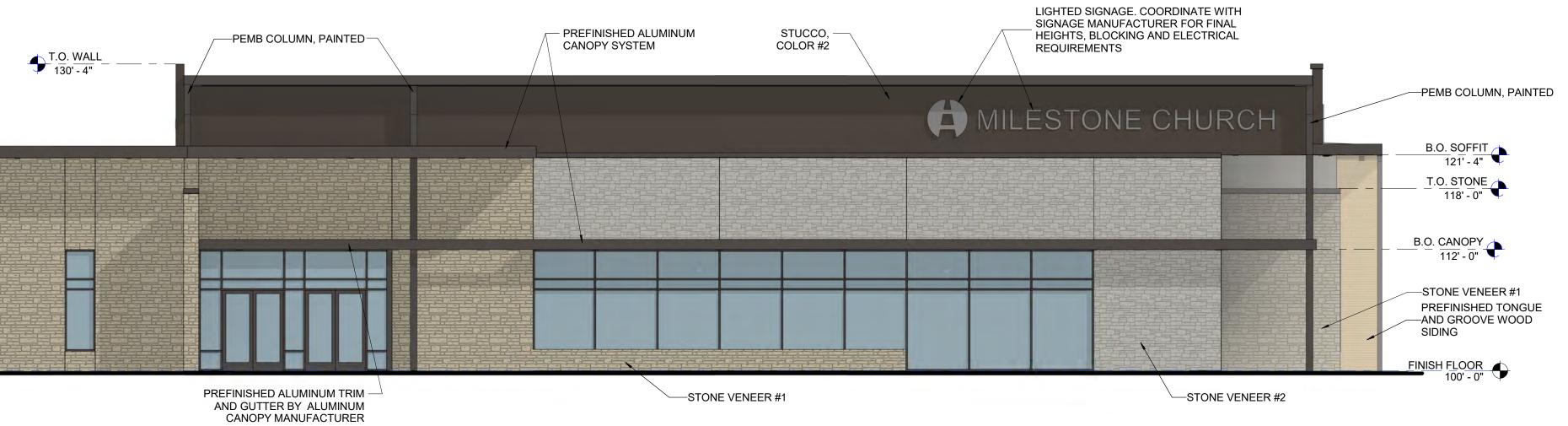






FACADE STONE CALCULATIONS FACING 407 TOTAL FACADE MINUS WINDOWS AND DOORS = 3,701 S.F. MASONRY FACADE - STUCCO = 810 S.F. MASONRY FACADE - STONE = 2,891 S.F. = <u>78.1%</u> STONE PERCENTAGE

PREFINISHED ALUMINUM TRIM BY ALUMINUM CANOPY MANUFACTURER B.O. CANOPY 121' - 0 1/2" 1000 FINISH FLOOR 100' - 0" ALUMINUM____ STOREFRONT STONE VENEER #1-

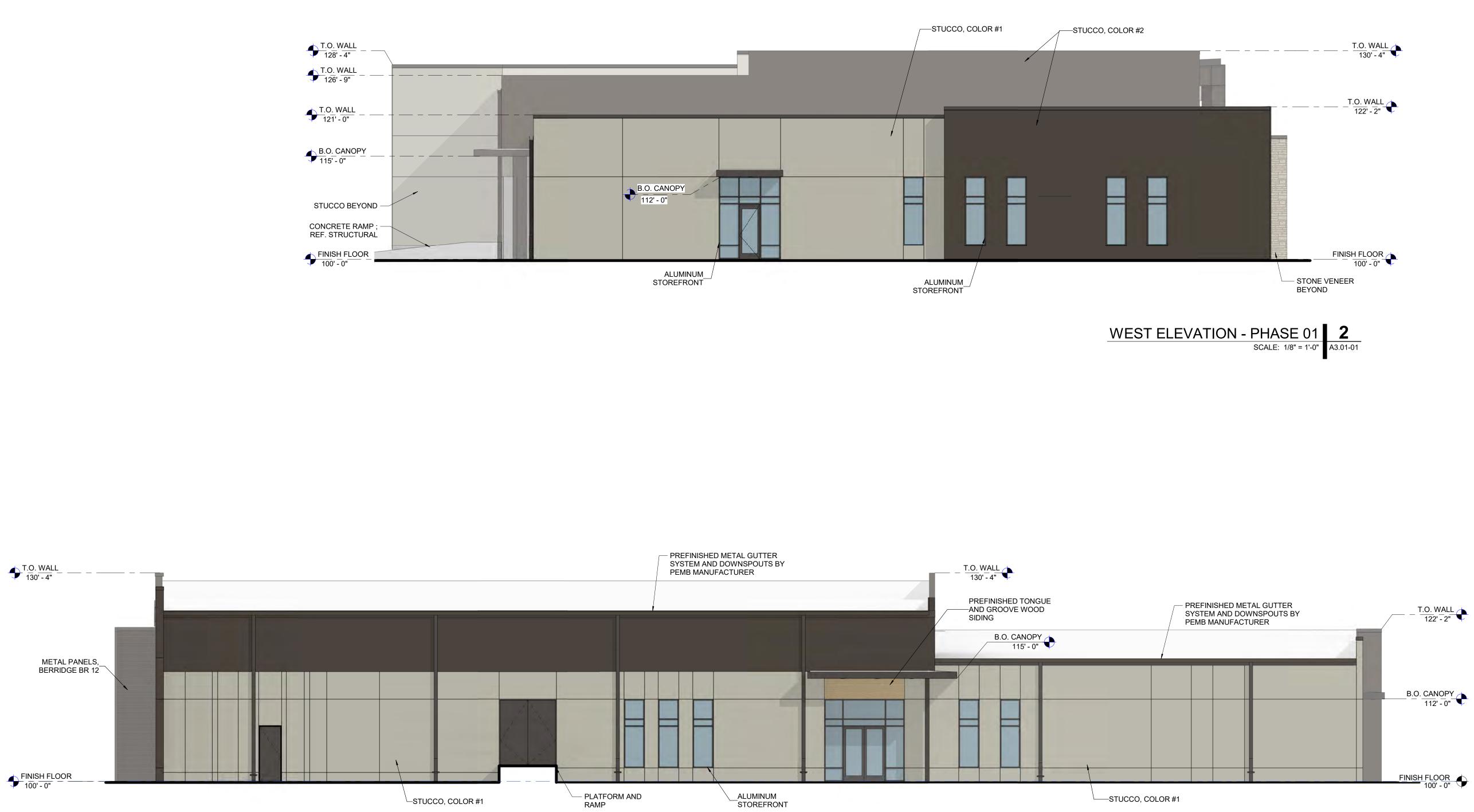


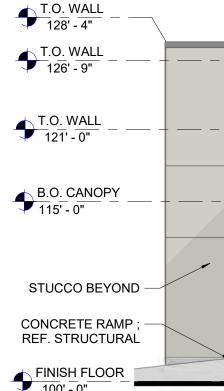


SOUTH ELEVATION - PHASE 01 1 SCALE: 1/8" = 1'-0" A3.00-01

MILESTONE CHURCH

OXLEY WILLIAMS THARP



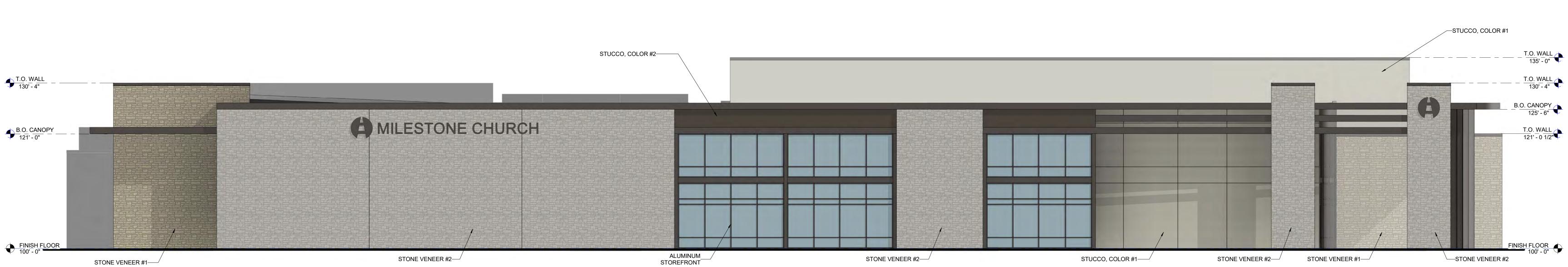


OXLEY WILLIAMS THARP

MILESTONE CHURCH







STONE VENEER #1----

FACADE STONE CALCULATIONS FA	CING 407
TOTAL FACADE MINUS WINDOWS AI	ND DOORS = 5,506 S.F.
MASONRY FACADE - NON-STONE	= 1,376 S.F.
MASONRY FACADE - STONE	=4,130 S.F.
STONE PERCENTAGE	= 75 <u>%</u>

T.O. WALL 135' - 0" PREFINISHED ALUMINUM — TRIM BY ALUMINUM CANOPY MANUFACTURER B.O. CANOPY 121' - 0 1/2" PREFINISHED METAL -FLASHING FINISH FLOOR 99' - 11" STONE VENEER #1 $^{-1}$

AUGUST 10, 2022



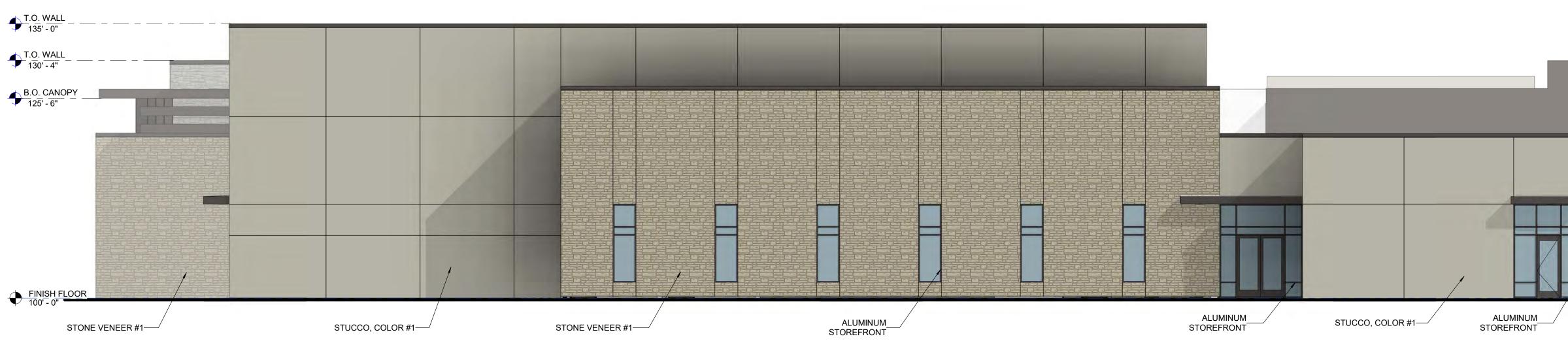
PREFINISHED ALUMINUM TRIM — AND GUTTER BY ALUMINUM CANOPY MANUFACTURER

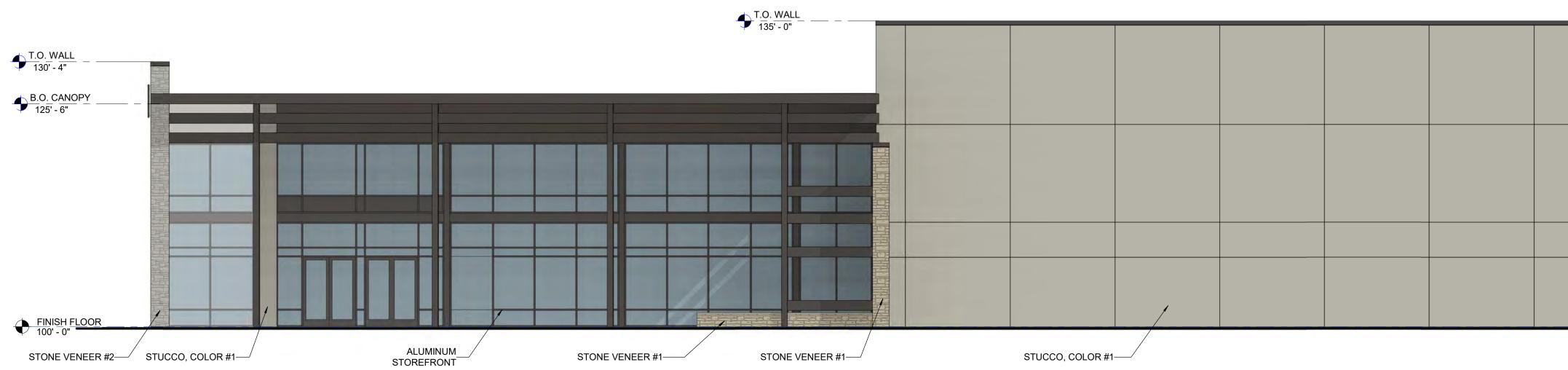




SCALE: 1/8" = 1'-0

EAST ELEVATION - PHASE 02 2

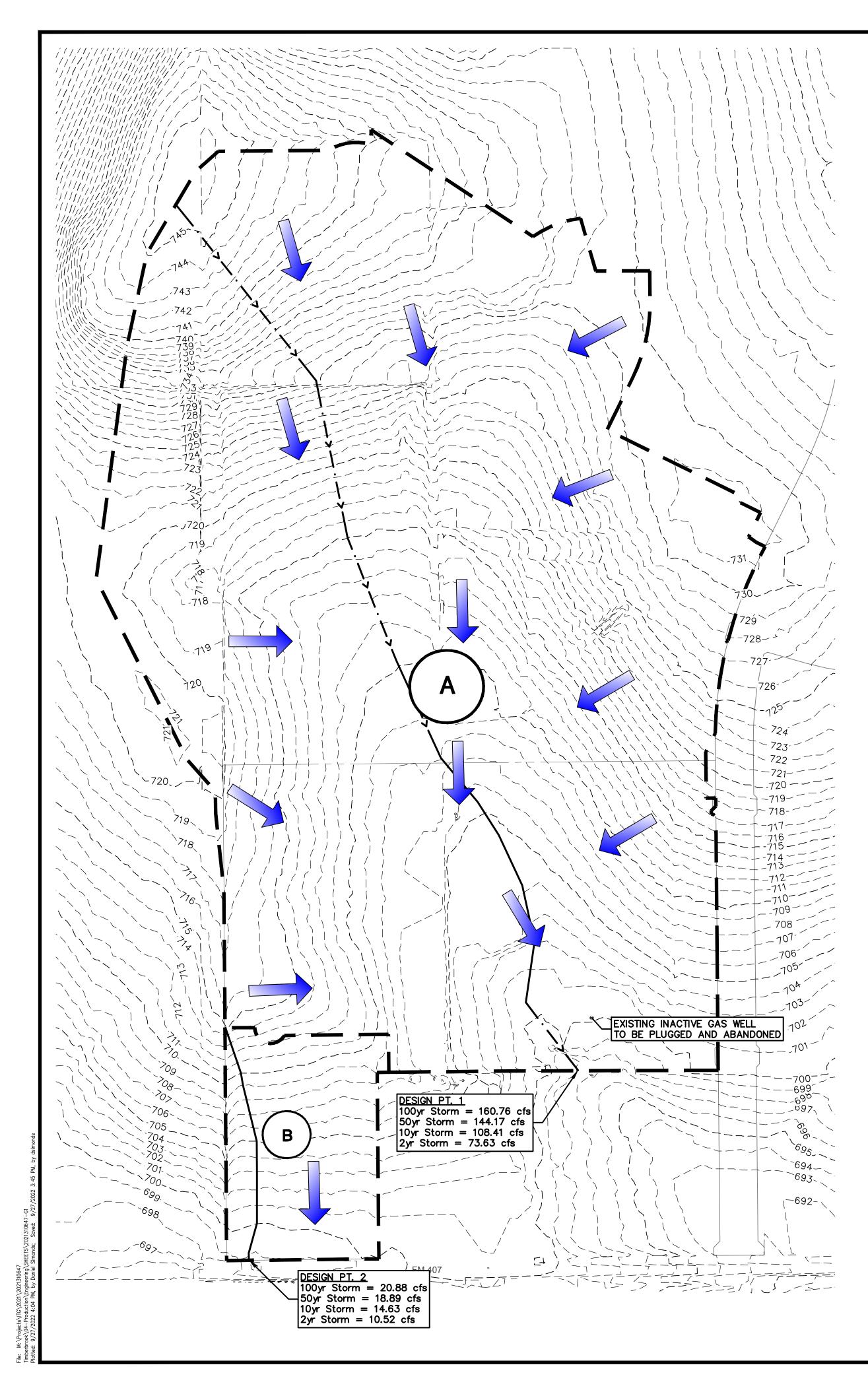




AUGUST 10, 2022



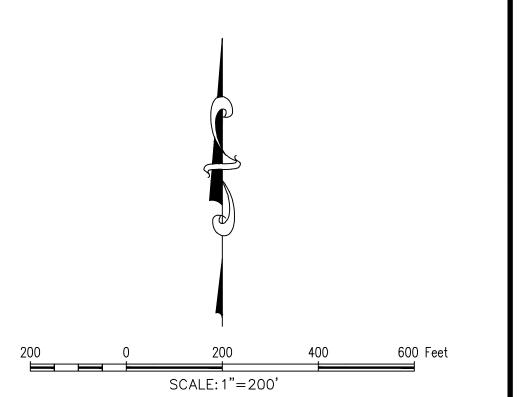
MILESTONE CHURCH OXLEY WILLIAMS THARP



	EXISTING $Q = C*I*A$ ($I = in/hr$, $Q=cfs$)																
Design Point Area Acreage Tc C I2 I5 I10 I25 I20 I20 <thi20< th=""> <th< th=""><th>Comments</th></th<></thi20<>												Comments					
1	А	106.65	37	0.3	2.3	2.96	3.39	3.99	4.51	5.02	73.63	94.73	108.41	127.6	144.17	160.76	Flow to ditch south of site
2	В	7.92	12	0.3	4.43	5.44	6.16	7.16	7.95	8.79	10.52	12.93	14.63	17.02	18.89	20.88	Flow to FM 407 R.O.W.
	Totals	114.57									84.15	108	123.04	145	163.06	181.64	

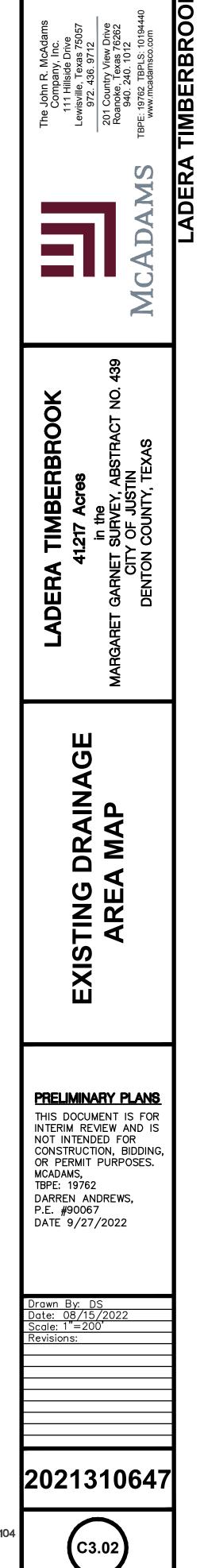
	Existin	ng Design Point 1 L	adera						
		AREA A							
		SHEET FLOW							
Tc =	((0.007(nL) [,]	^0.8)/((P^0.5)(S^0.	4)))*60	10.58					
	n= 0.13								
	P=		<rainfall< td=""></rainfall<>						
	S=	0.01		<slope< td=""></slope<>					
Tc=	10.6	mins							
	<u>Shallo</u>	W CONCENTRATE	<u>) Flow</u>						
Tc =	(L*60)/(3600*V)		26.19					
	L=	3142.28							
	V=	2							
Tc=	<u>sum</u>	36.8							

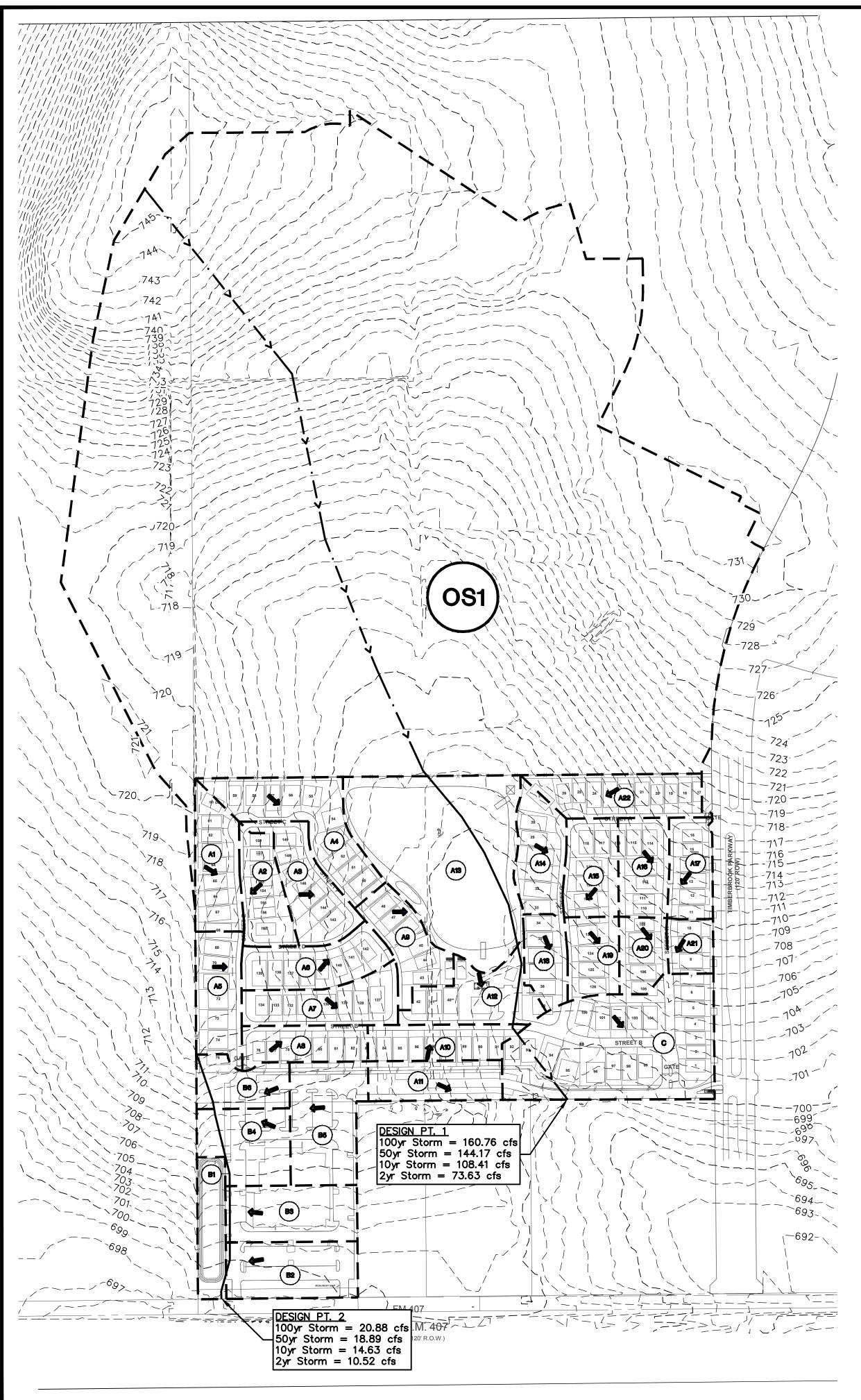
	Existin	g Design Point 2 C	hurch								
		SHEET FLOW									
Tc =	(0.007(nL) [,]	^0.8)/((P^0.5)(S^0.	.4))*60	6.82							
	n= 0.13										
	P= 3.8										
	S=	0.03		<slope< td=""></slope<>							
Tc=	6.8	mins									
	<u>SHALLO</u>	W CONCENTRATE	<u> </u>								
Tc =	(L*60)/(3600*V)		4.70							
	L=	649.15									
	V=	2.3									
Tc=	4.7	mins	<u>sum</u>	11.5							



COAST & GEODETIC SURVEY 1946 MONUMENT BRONZE DISK STAMPED K945 1946 SET IN DRILL HOLE IN CONCRETE. AT WEST END OF THE SOUTH ABUTMENT OF BNSF RR BRIDGE NO. 371 B, 0.9 MILES NORTH OF THE CITY OF JUSTIN. N. 7,086,177.13, E. 2,338,373.36, Z. 627.43

1/2" CAPPED REBAR SET (CONTROL) LOCATED APPROXIMATELY 20'NORTH OF THE NORTH LINE OF F.M. 407 AND APPROXIMATELY 30'EAST OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY. N. 7080934.9410, E. 2328774.6670, Z. 697.61'





						Pl	ROPO	SED Q	= C*I*	A (I =	in/hr, Q	=cfs)					
Design Point	Area	Acreage	Tc	C	I 2	I ₅	I ₁₀	I ₂₅	I ₅₀	I ₁₀₀	Q 2	Q 5	Q ₁₀	Q ₂₅	Q ₅₀	Q ₁₀₀	Co
1	Al	1.24	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	3.13	3.9	4.42	5.15	5.74	6.36	Flow to
1	A2	1.03	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	2.6	3.23	3.66	4.27	4.76	5.27	Flow to
1	A3	1.33	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	3.36	4.18	4.73	5.52	6.15	6.81	Flow to
1	A4	1.91	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	4.84	6.02	6.83	7.96	8.88	9.83	Flow to
1	A5	1.21	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	3.07	3.82	4.33	5.05	5.63	6.23	Flow to
1	A 6	1.33	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	3.38	4.2	4.76	5.55	6.19	6.86	Flow to
1	A7	1.35	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	3.42	4.25	4.82	5.62	6.27	6.94	Flow to
1	A8	0.97	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	2.46	3.06	3.47	4.04	4.5	4.99	Flow to
1	A9	1.11	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	2.82	3.5	3.97	4.63	5.16	5.71	Flow to
1	A10	1.06	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	2.68	3.33	3.78	4.4	4.91	5.44	Flow to
Bypass	A11	1.11	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	2.8	3.49	3.95	4.61	5.14	5.69	E
1	A12	1.41	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	3.56	4.43	5.02	5.85	6.53	7.23	Flow to
1	A13	5.23	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	13.26	16.48	18.68	21.78	24.28	26.89	
1	A14	1.16	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	2.95	3.67	4.16	4.84	5.4	5.98	Flow to
1	A15	1.09	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	2.77	3.44	3.9	4.55	5.07	5.62	Flow to
1	A16	1.04	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	2.63	3.27	3.71	4.32	4.82	5.33	Flow to
1	A17	0.91	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	2.31	2.87	3.26	3.8	4.24	4.69	Flow to
Bypass	A18	0.76	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	1.92	2.39	2.7	3.15	3.52	3.89	E
Bypass	A19	0.86	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	2.19	2.72	3.08	3.59	4	4.43	E
Bypass	A20	0.72	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	1.81	2.25	2.55	2.98	3.32	3.68	E
Bypass	A21	0.52	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	1.31	1.63	1.85	2.15	2.4	2.66	E
1	A22	1.45	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	3.66	4.55	5.16	6.02	6.71	7.43	Flow to
2	B 1	0.83	15	0.9	3.9	4.85	5.5	6.41	7.14	7.91	2.9	3.6	4.09	4.76	5.31	5.88	Chu
2	B2	1.53	15	0.9	3.9	4.85	5.5	6.41	7.14	7.91	5.38	6.69	7.58	8.84	9.86	10.92	Flow to
2	B3	1.54	15	0.9	3.9	4.85	5.5	6.41	7.14	7.91	5.39	6.7	7.6	8.86	9.88	10.94	Flow to
2	B4	1.32	15	0.9	3.9	4.85	5.5	6.41	7.14	7.91	4.65	5.78	6.55	7.64	8.51	9.43	Flow to
2	B5	1.79	15	0.9	3.9	4.85	5.5	6.41	7.14	7.91	6.29	7.82	8.87	10.34	11.52	12.76	Flow to
2	B 6	0.91	15	0.9	3.9	4.85	5.5	6.41	7.14	7.91	3.2	3.98	4.51	5.25	5.86	6.49	Flow to
Bypass	С	4.48	15	0.65	3.9	4.85	5.5	6.41	7.14	7.91	11.35	14.11	15.99	18.65	20.79	23.02	E
1	OS1	73.4	26	0.3	2.86	3.63	4.14	4.86	5.46	6.07	62.94	80.02	91.22	106.92	120.28	133.73	Flow to
	Totals	114.57									175	219.38	249.2	291.09	325.63	361.13	

	<u>Time</u>	of Conecentratior	n OS1	
		AREA A		
		SHEET FLOW		
Tc =	((0.007(nL)/	^0.8)/((P^0.5)(S^0	.4)))*60	10.58
	n=			
	L=			
	P=	<rainfall< td=""></rainfall<>		
	S=	0.01		<slope< td=""></slope<>
Tc=	10.6	mins		
	<u>SHALLO</u>	W CONCENTRATE	D FLOW	
Tc =	(L*60)/(3600*V)		15.76
	L=	1891		
	V=	2		
Tc=	15.8	mins	<u>SUM</u>	26.3

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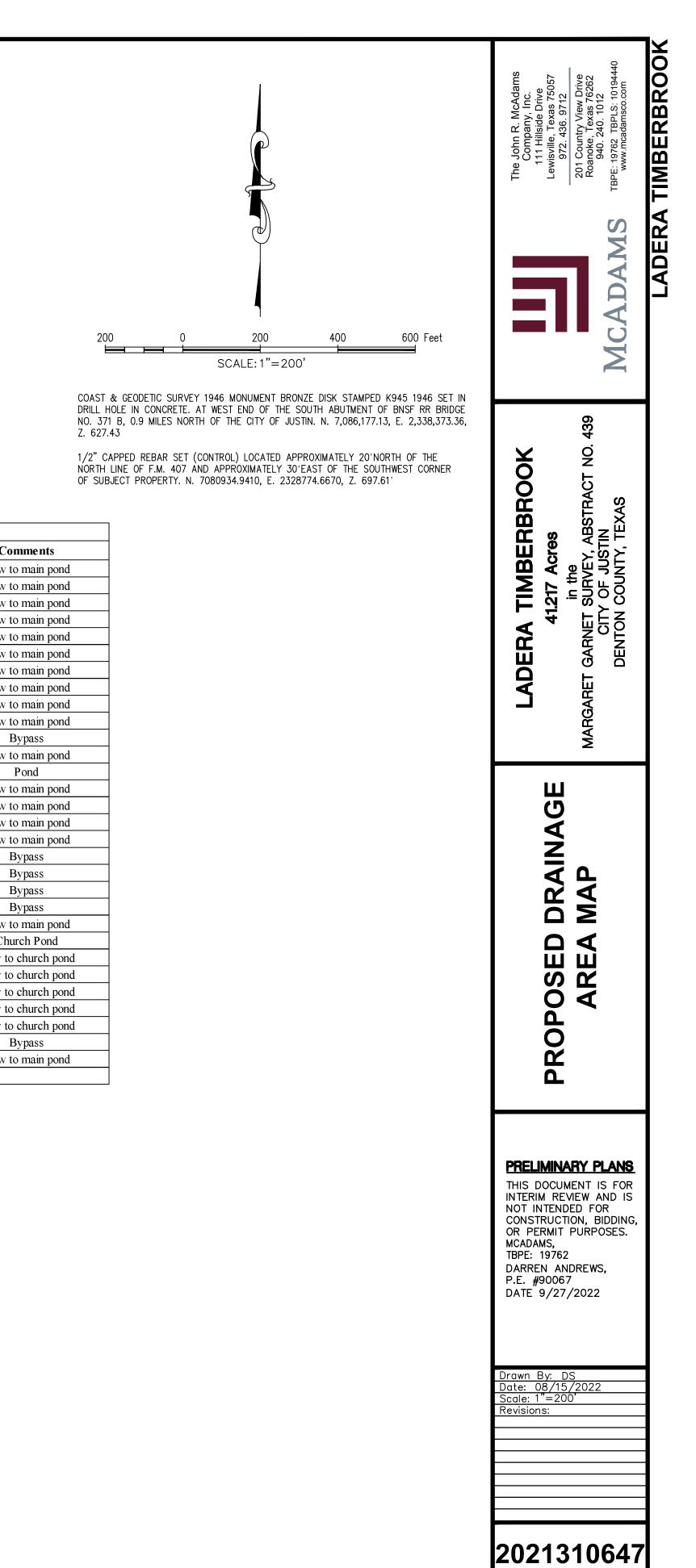
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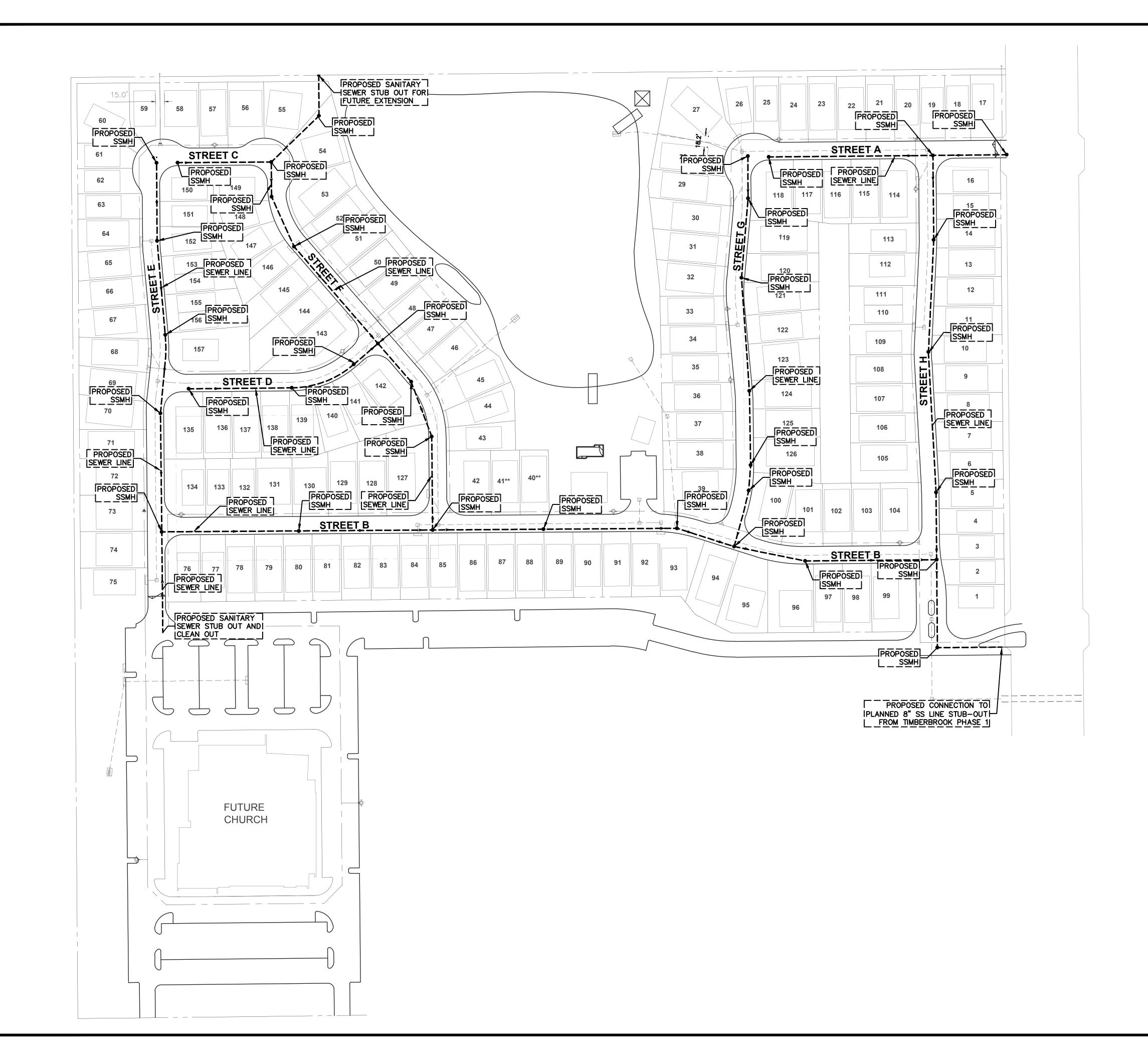
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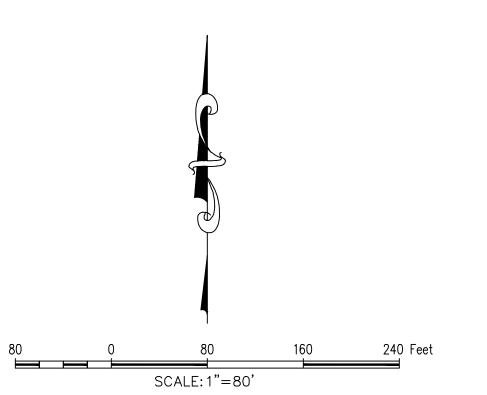


OWNER/DEVELOPER INTEGRITY GROUP 361 W BYRON NELSON BLVD STE. 104 ROANOKE, TX 76262 Ph. 817-430-3318 Contact: JOHN DELIN

C3.03

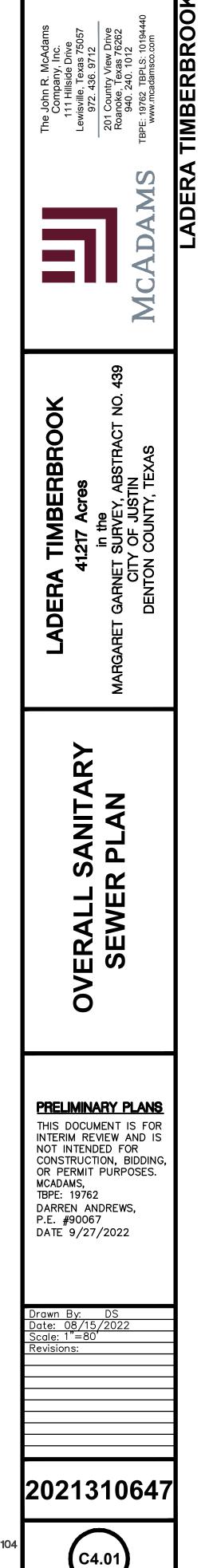


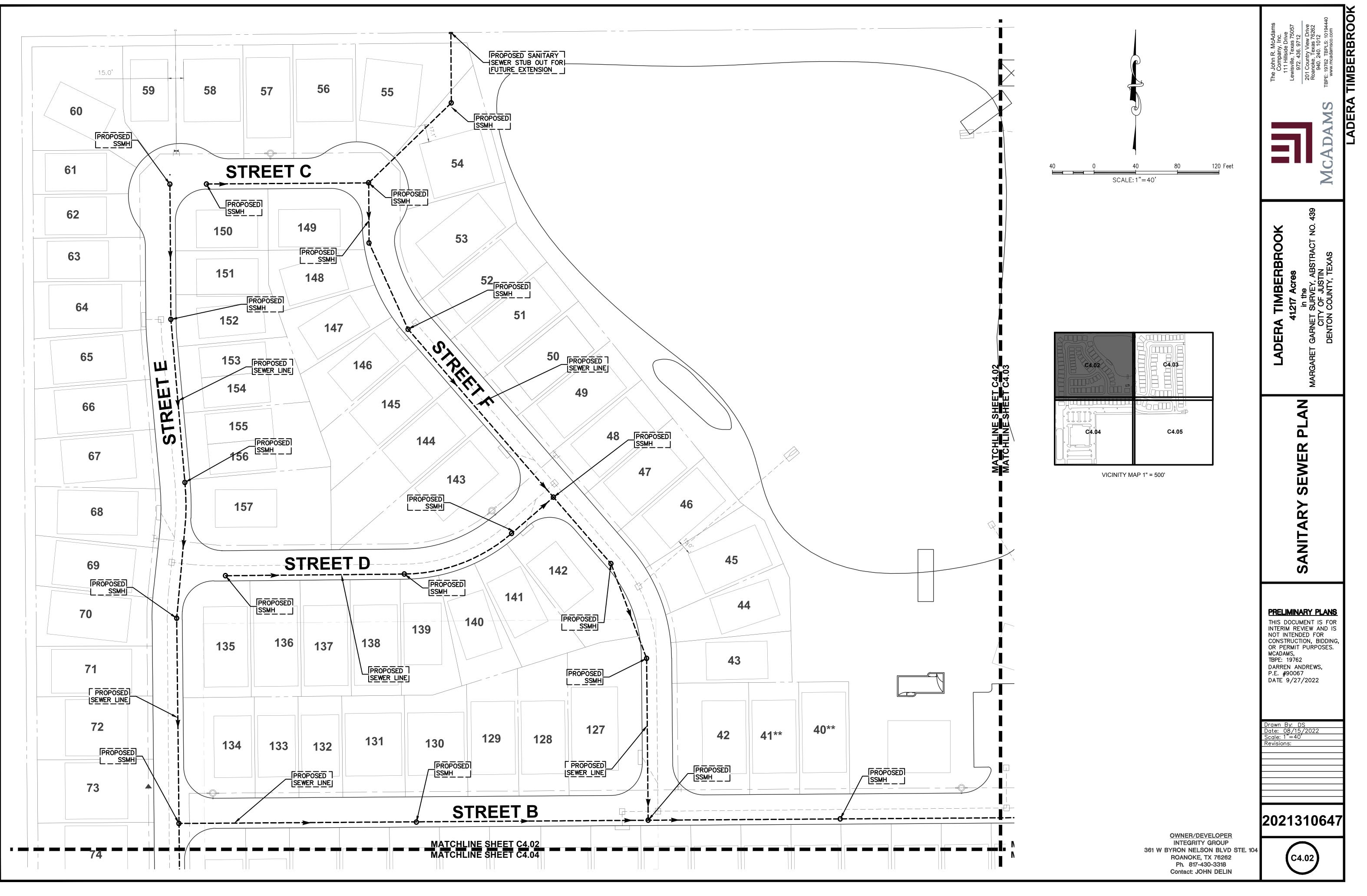
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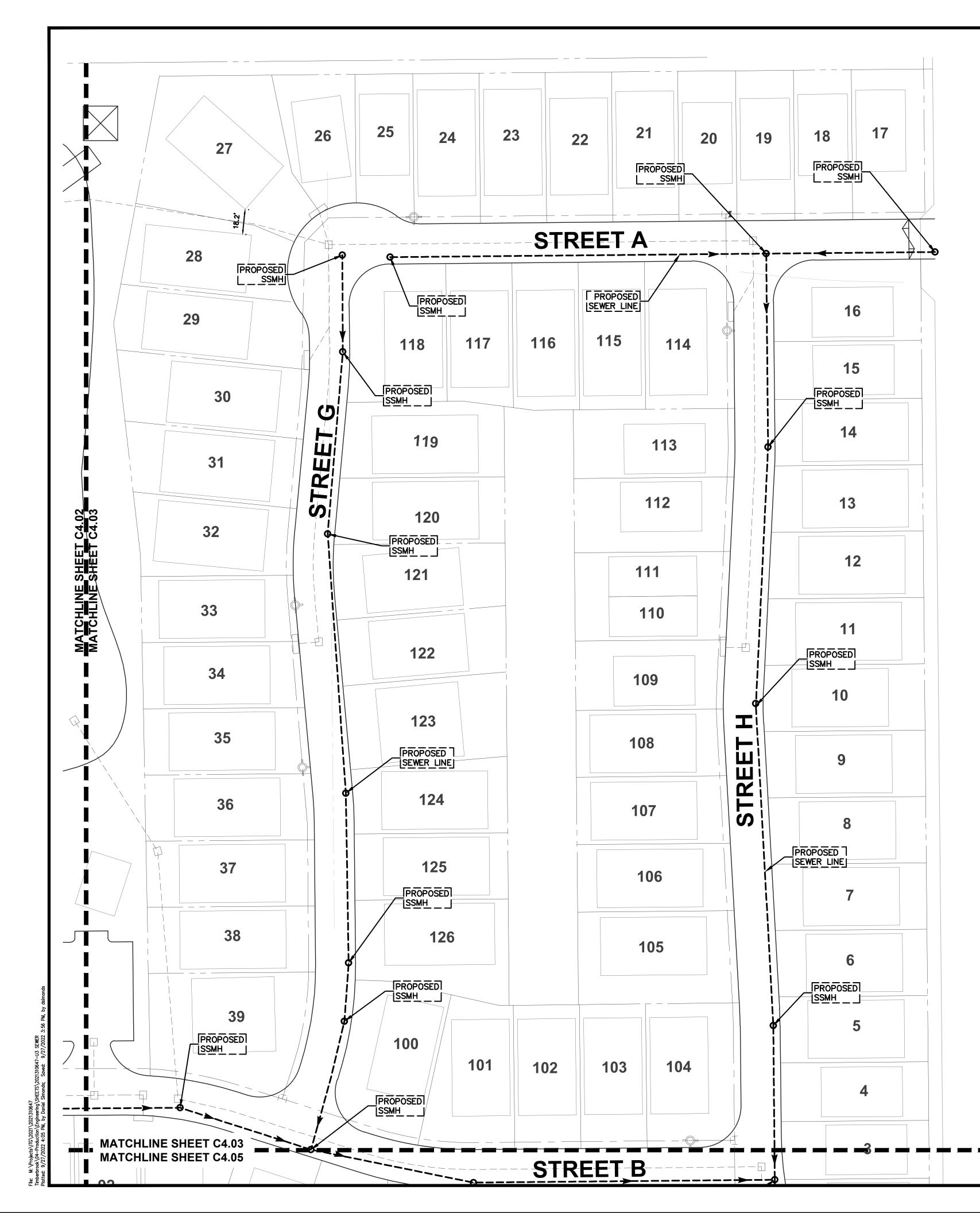
COAST & GEODETIC SURVEY 1946 MONUMENT BRONZE DISK STAMPED K945 1946 SET IN DRILL HOLE IN CONCRETE. AT WEST END OF THE SOUTH ABUTMENT OF BNSF RR BRIDGE NO. 371 B, 0.9 MILES NORTH OF THE CITY OF JUSTIN. N. 7,086,177.13, E. 2,338,373.36, Z. 627.43

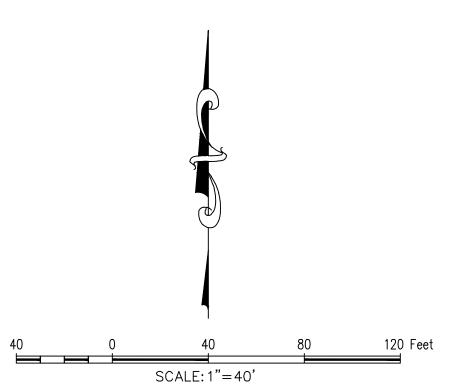
1/2" CAPPED REBAR SET (CONTROL) LOCATED APPROXIMATELY 20'NORTH OF THE NORTH LINE OF F.M. 407 AND APPROXIMATELY 30'EAST OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY. N. 7080934.9410, E. 2328774.6670, Z. 697.61'





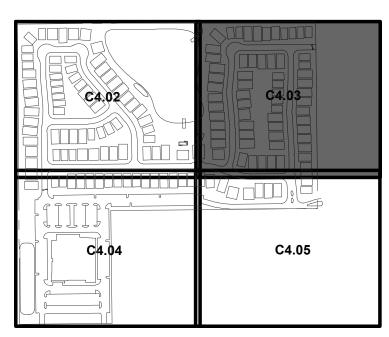
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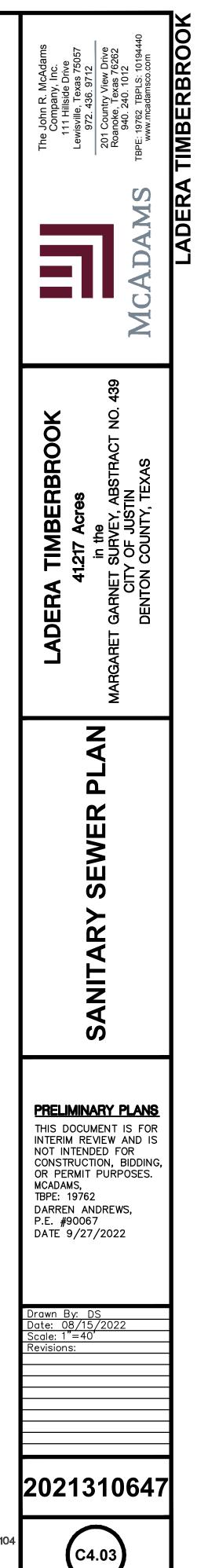


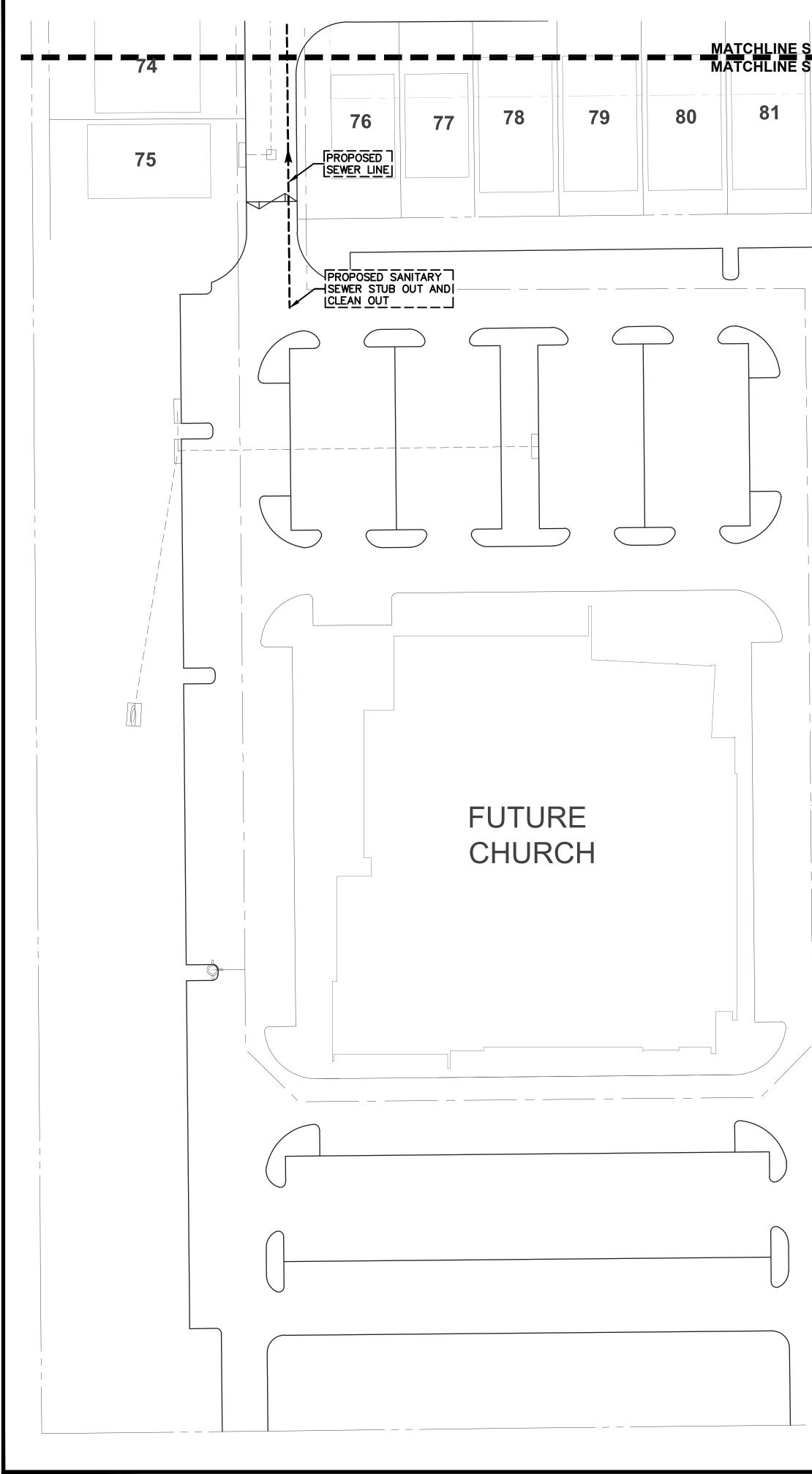
COAST & GEODETIC SURVEY 1946 MONUMENT BRONZE DISK STAMPED K945 1946 SET IN DRILL HOLE IN CONCRETE. AT WEST END OF THE SOUTH ABUTMENT OF BNSF RR BRIDGE NO. 371 B, 0.9 MILES NORTH OF THE CITY OF JUSTIN. N. 7,086,177.13, E. 2,338,373.36, Z. 627.43

1/2" CAPPED REBAR SET (CONTROL) LOCATED APPROXIMATELY 20'NORTH OF THE NORTH LINE OF F.M. 407 AND APPROXIMATELY 30'EAST OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY. N. 7080934.9410, E. 2328774.6670, Z. 697.61'



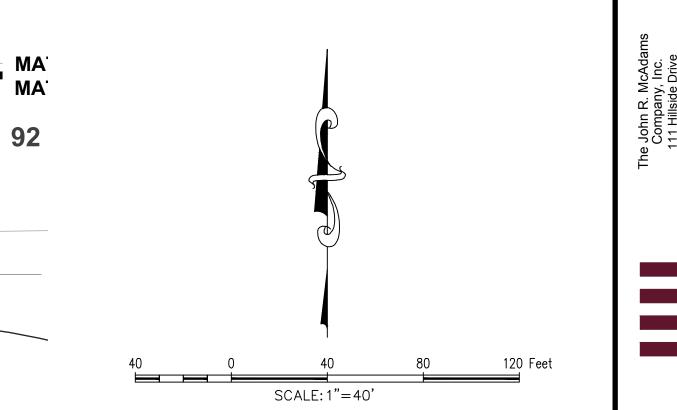
VICINITY MAP 1" = 500'





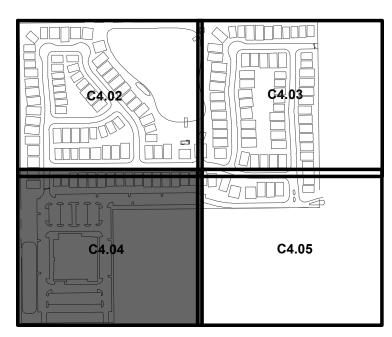
lie: M: \Projects\ITG\2021\2021310647 imberbrook\04-Production\Engineering\SHEETS\2021310647-U3 SEWER lotted: 9/27/2022 4:05 PM, by Daniel Simonds; Saved: 9/27/2022 3:56 PM, by dsin

SHEET C4.02 SHEET C4.04 82 83	84 85	86	87 88	89	90 91	N N 9
					MATCHLINE SHEET C4.04	

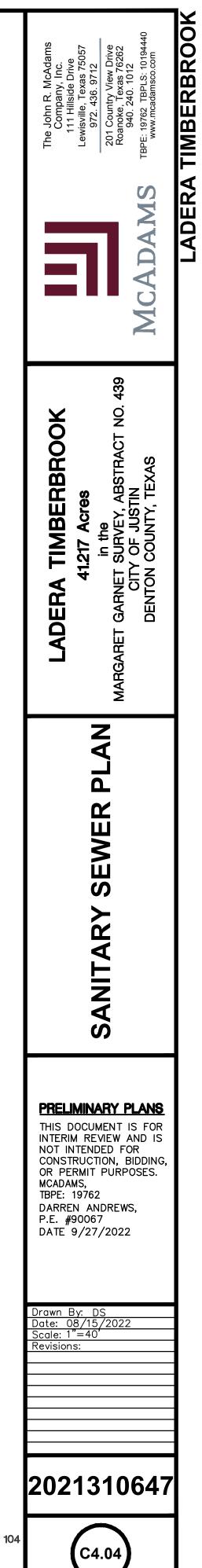


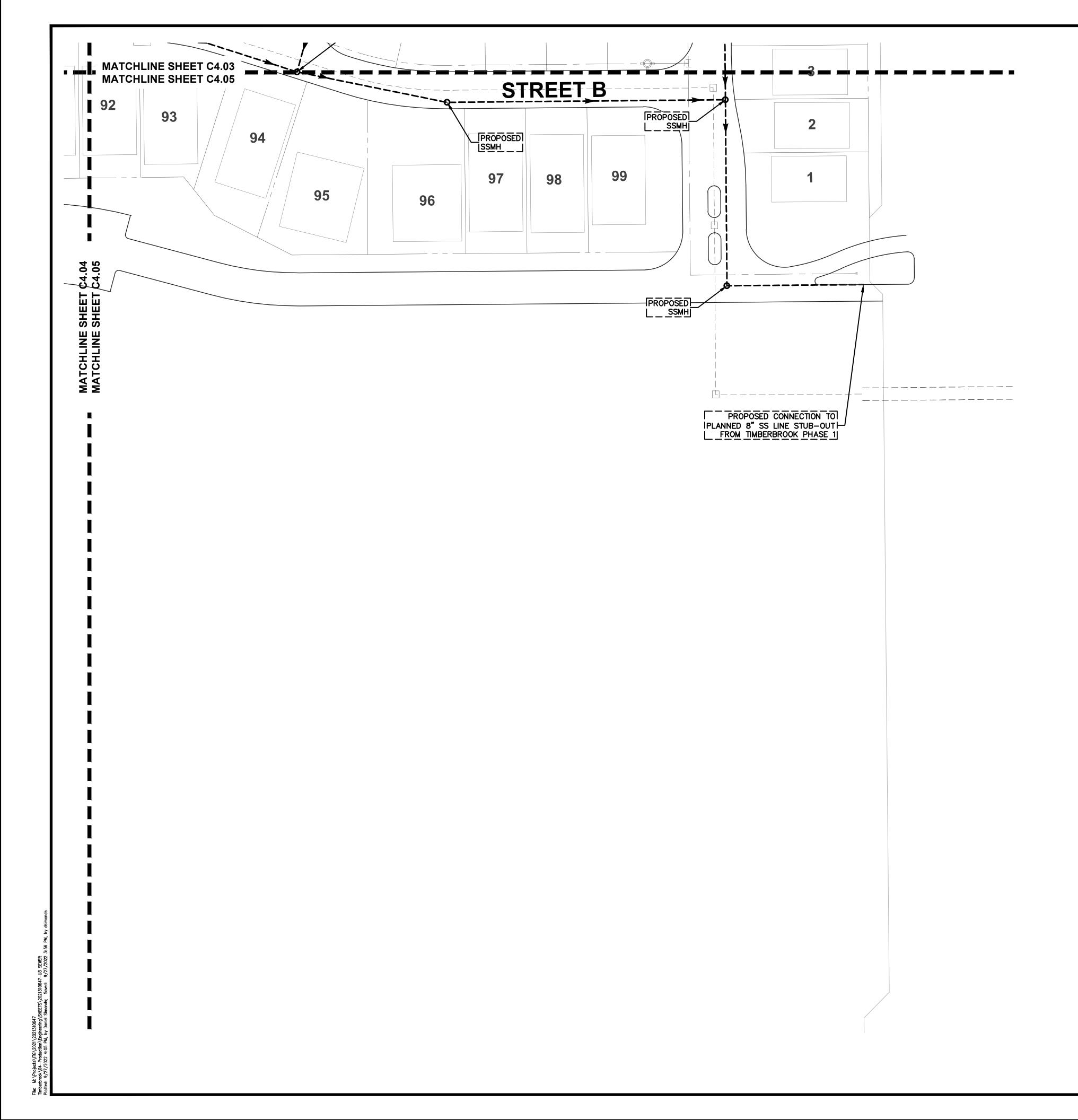
COAST & GEODETIC SURVEY 1946 MONUMENT BRONZE DISK STAMPED K945 1946 SET IN DRILL HOLE IN CONCRETE. AT WEST END OF THE SOUTH ABUTMENT OF BNSF RR BRIDGE NO. 371 B, 0.9 MILES NORTH OF THE CITY OF JUSTIN. N. 7,086,177.13, E. 2,338,373.36, Z. 627.43

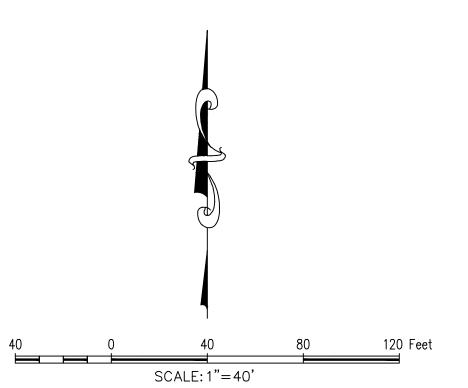
1/2" CAPPED REBAR SET (CONTROL) LOCATED APPROXIMATELY 20'NORTH OF THE NORTH LINE OF F.M. 407 AND APPROXIMATELY 30'EAST OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY. N. 7080934.9410, E. 2328774.6670, Z. 697.61'



VICINITY MAP 1" = 500'

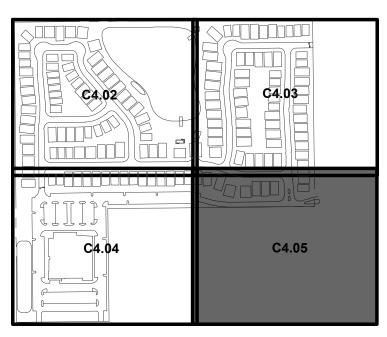




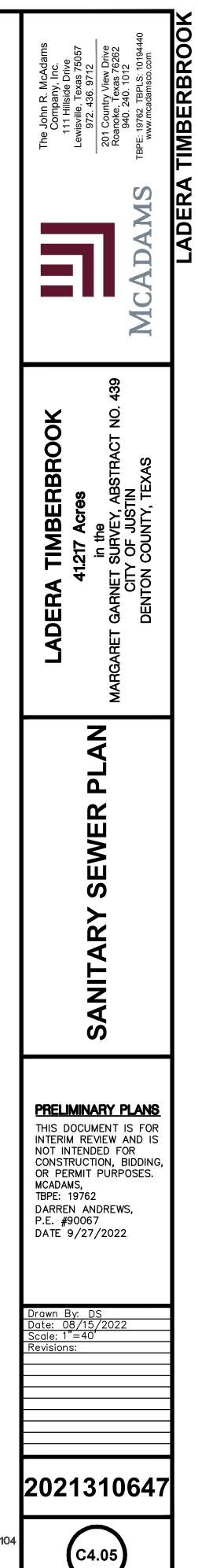


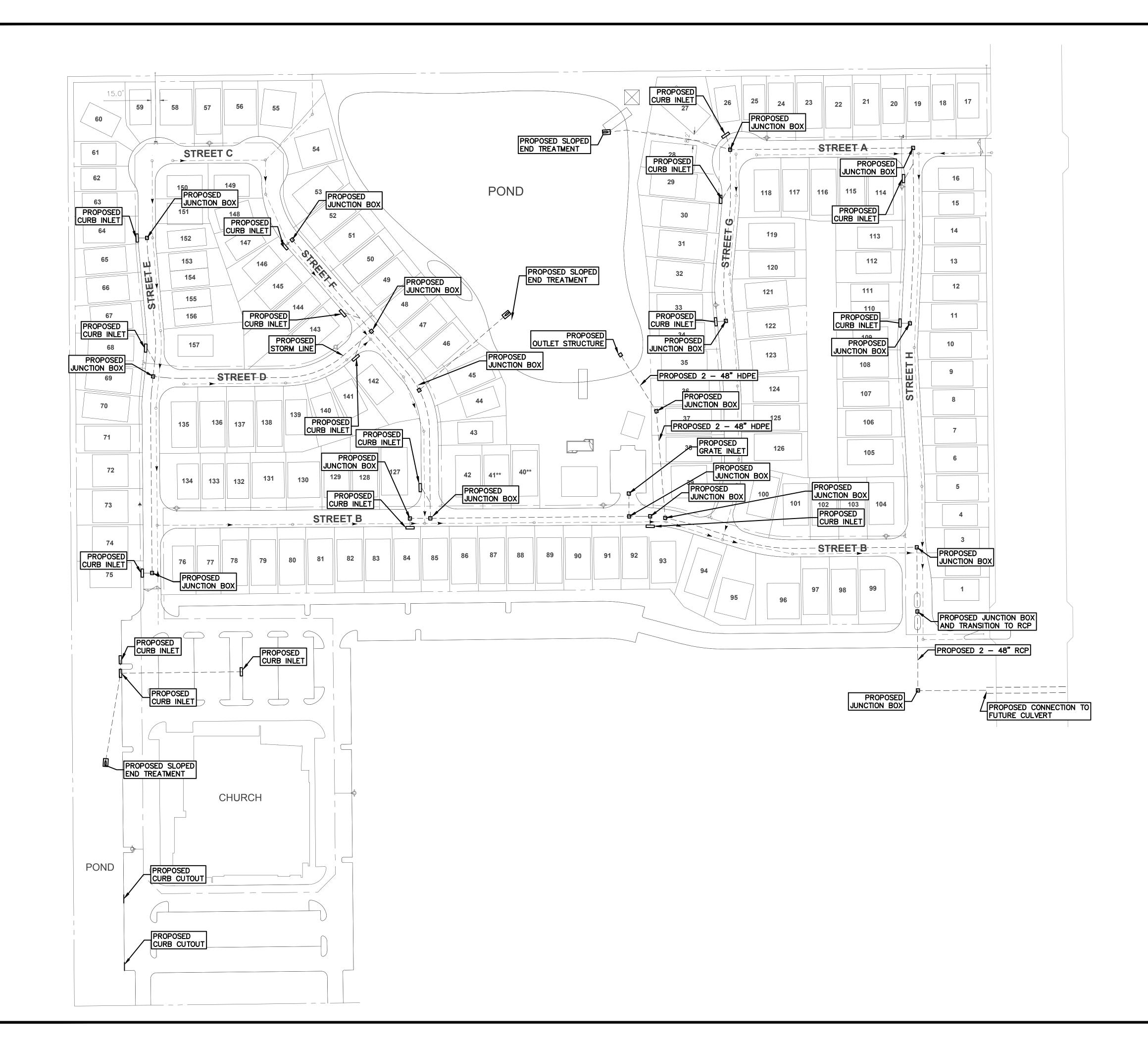
COAST & GEODETIC SURVEY 1946 MONUMENT BRONZE DISK STAMPED K945 1946 SET IN DRILL HOLE IN CONCRETE. AT WEST END OF THE SOUTH ABUTMENT OF BNSF RR BRIDGE NO. 371 B, 0.9 MILES NORTH OF THE CITY OF JUSTIN. N. 7,086,177.13, E. 2,338,373.36, Z. 627.43

1/2" CAPPED REBAR SET (CONTROL) LOCATED APPROXIMATELY 20'NORTH OF THE NORTH LINE OF F.M. 407 AND APPROXIMATELY 30'EAST OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY. N. 7080934.9410, E. 2328774.6670, Z. 697.61'

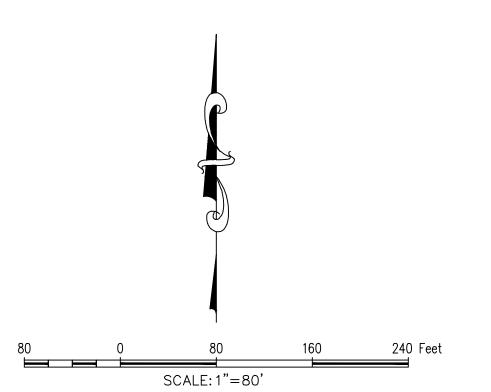


VICINITY MAP 1" = 500'





File: M: \Projects\TG\2021\2021310647 Timberbrook\04-Production\Engineering\SHETS\2021310647-U1 STORM Plotted: 9/27/2022 4:05 PM, by Daniel Simonds; Saved: 9/27/2022 4:02 PM, by dsimonds

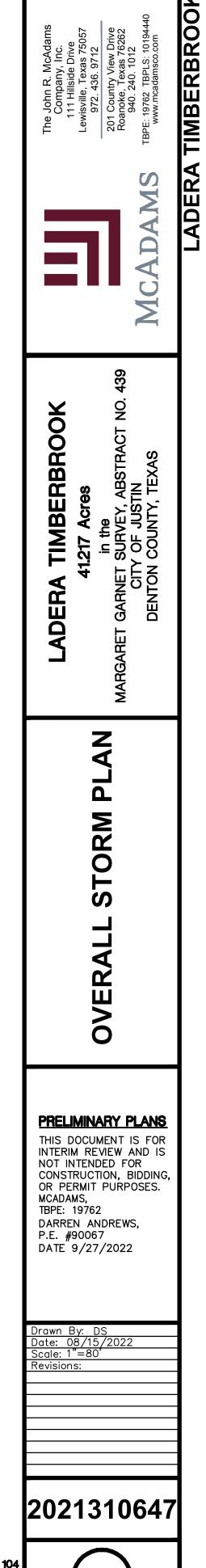


COAST & GEODETIC SURVEY 1946 MONUMENT BRONZE DISK STAMPED K945 1946 SET IN DRILL HOLE IN CONCRETE. AT WEST END OF THE SOUTH ABUTMENT OF BNSF RR BRIDGE NO. 371 B, 0.9 MILES NORTH OF THE CITY OF JUSTIN. N. 7,086,177.13, E. 2,338,373.36, Z. 627.43

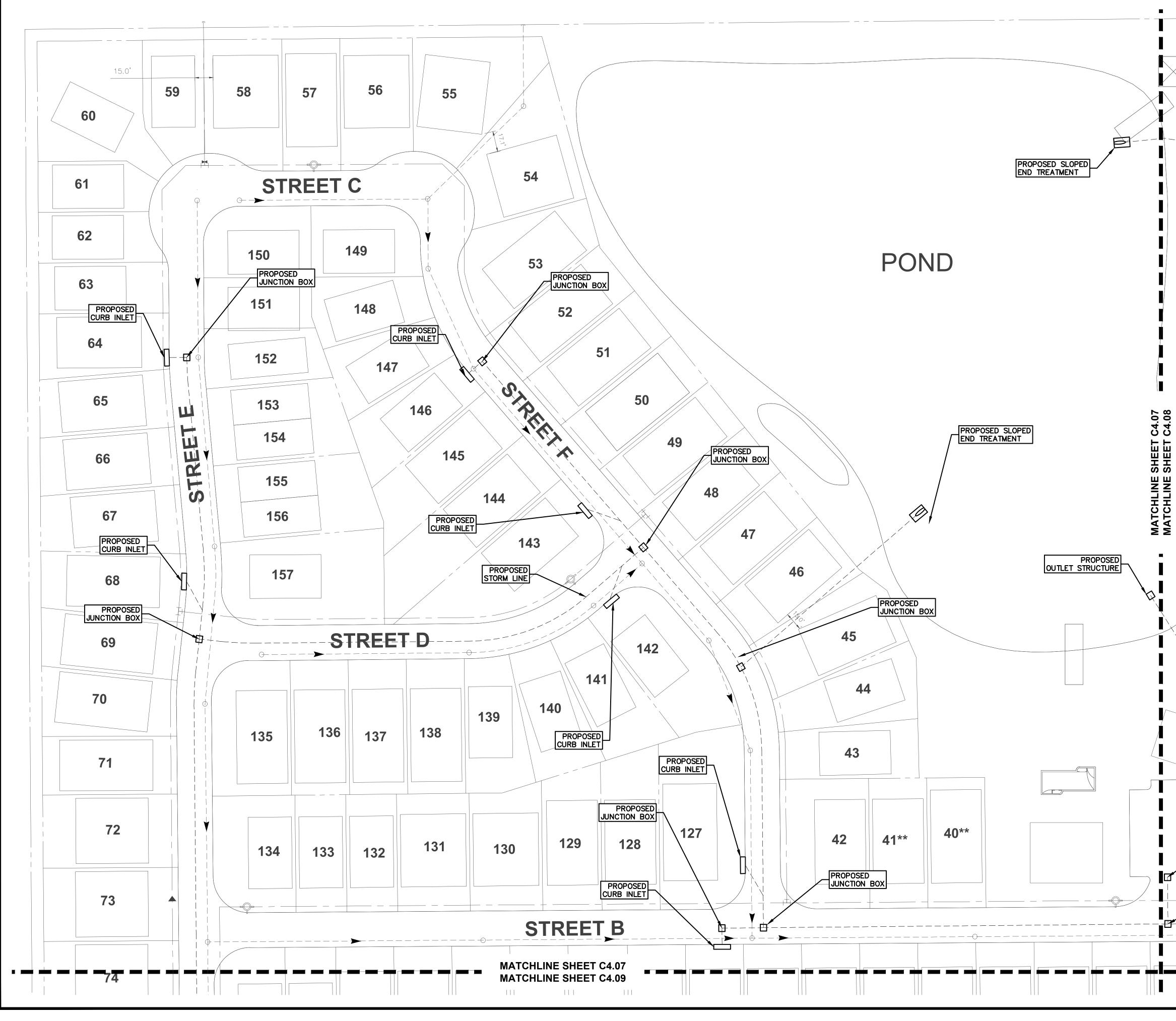
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<u>GENERAL NOTES</u>

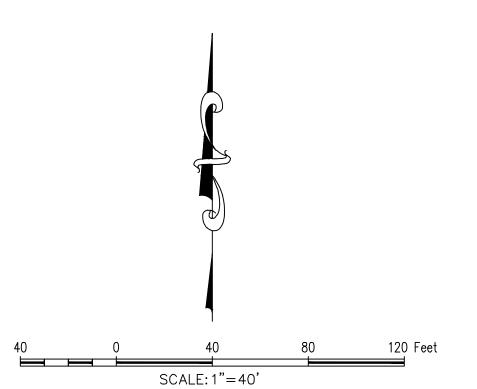
1. ALL STORM SEWERS ARE PRIVATE AND WILL BE MAINTAINED BY COA



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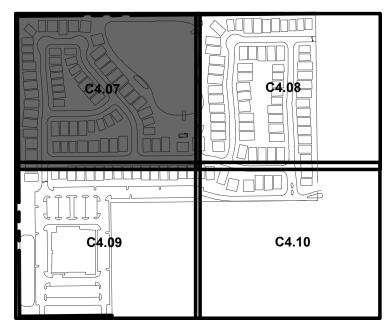


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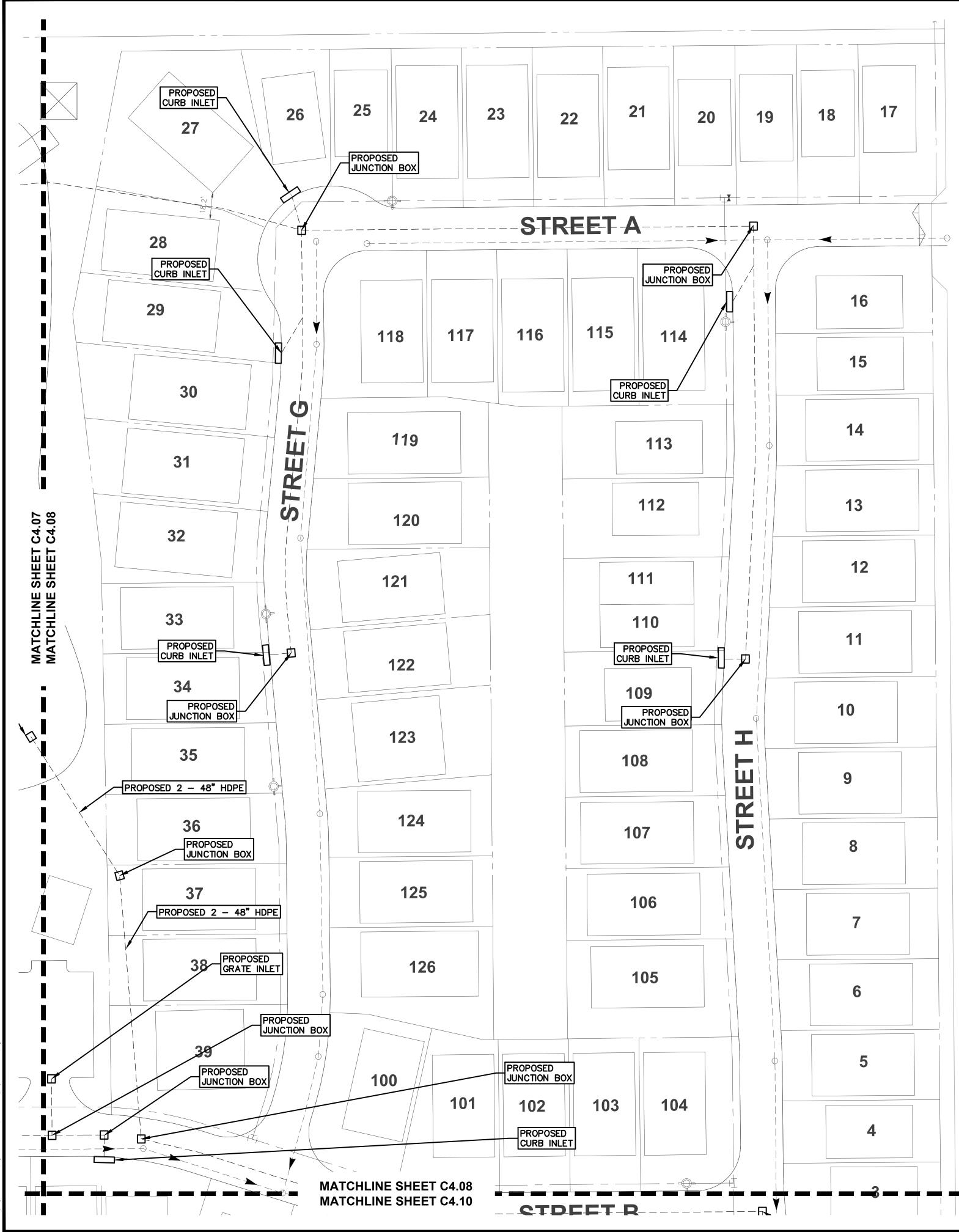
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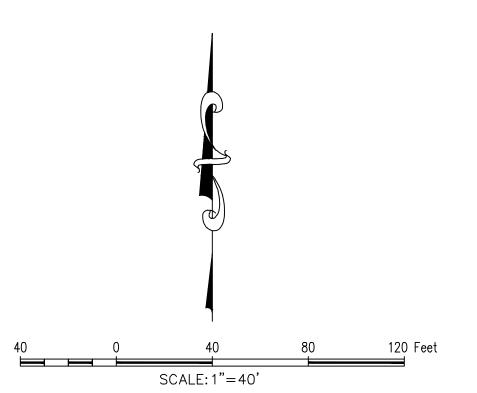
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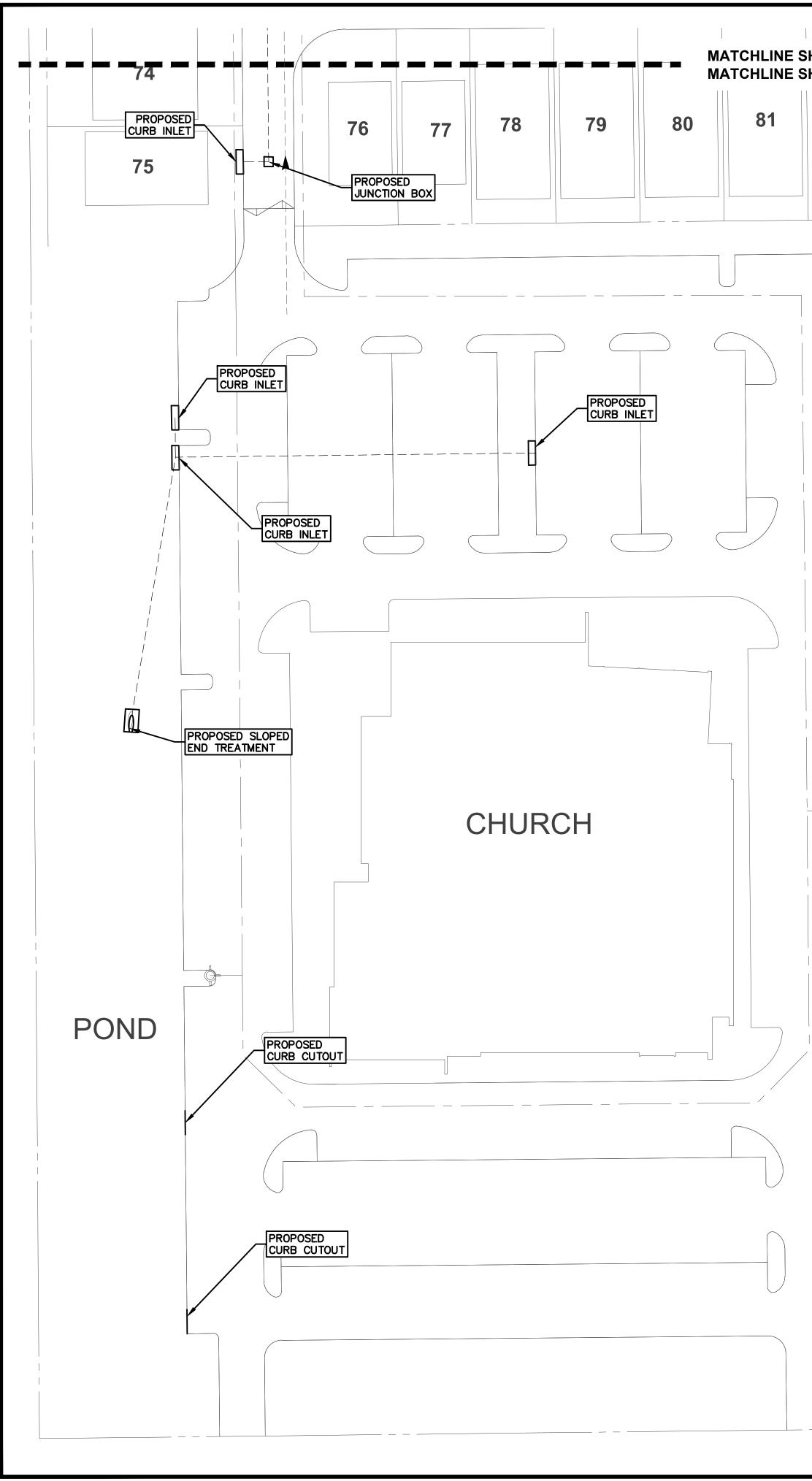
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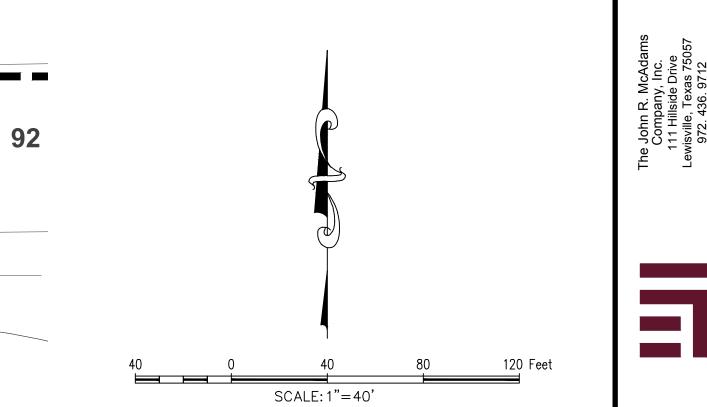
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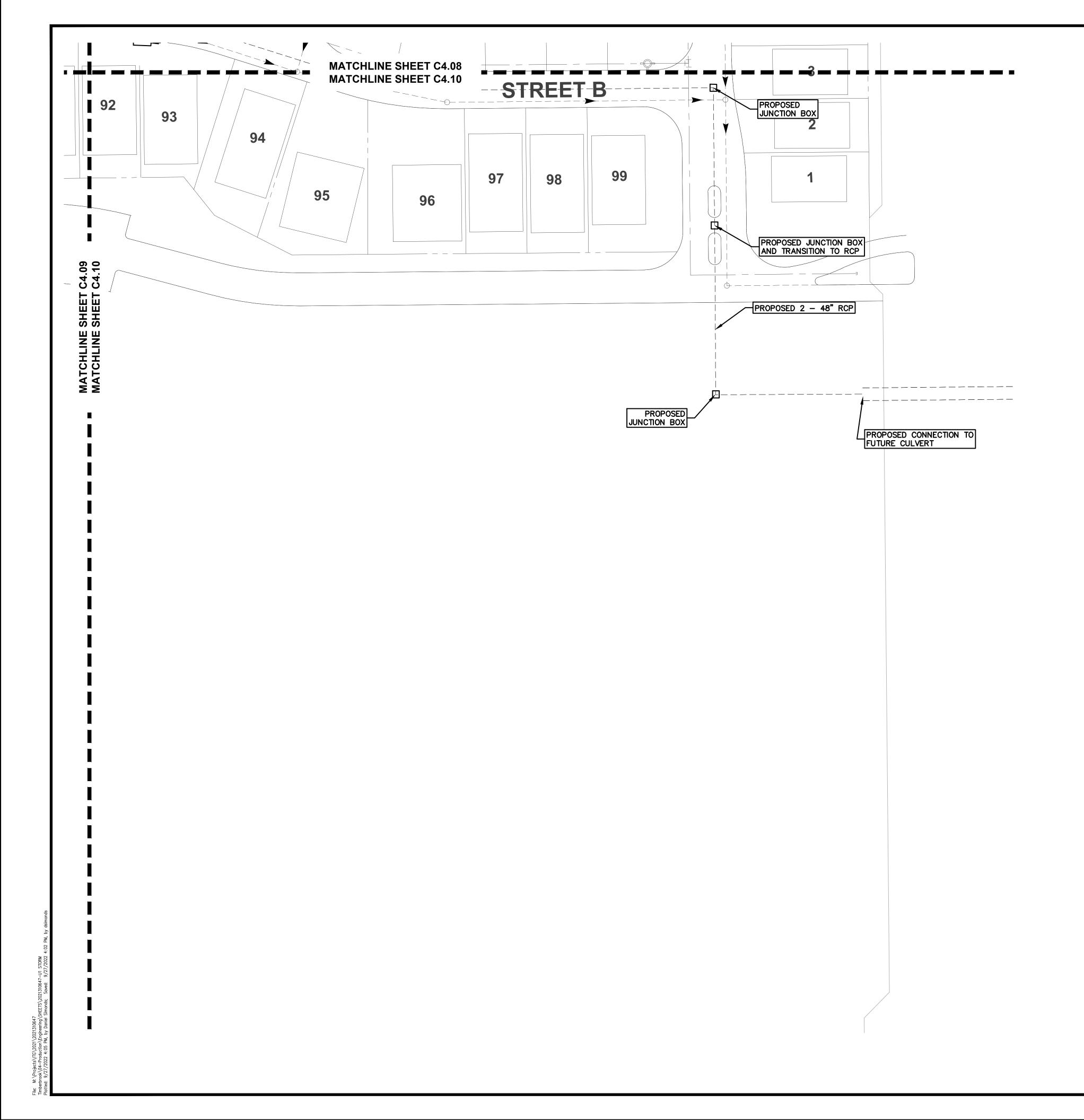
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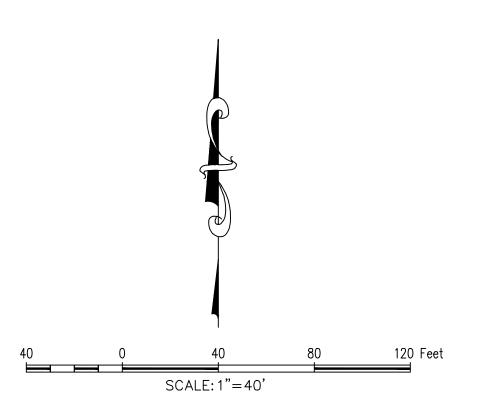
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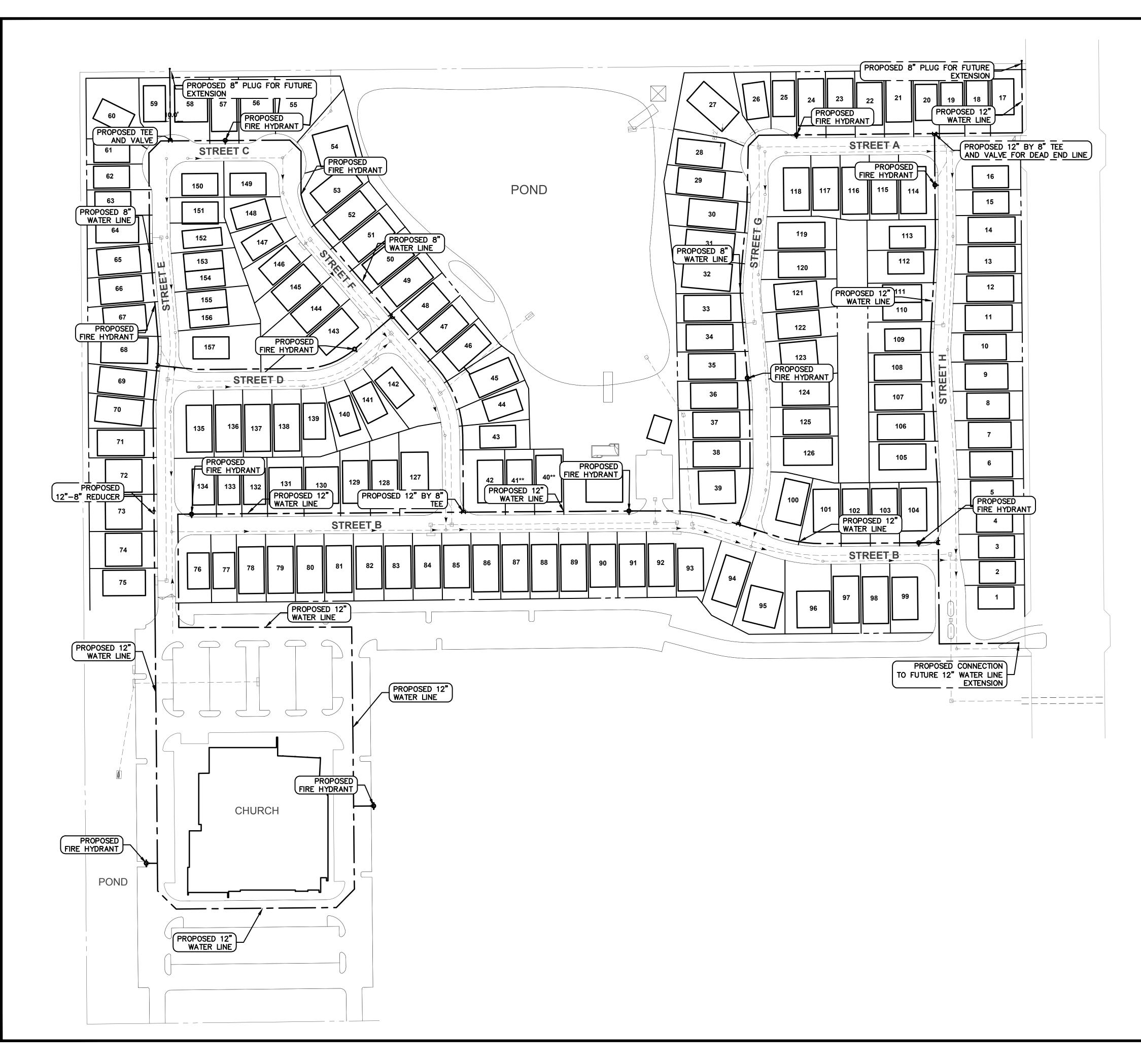
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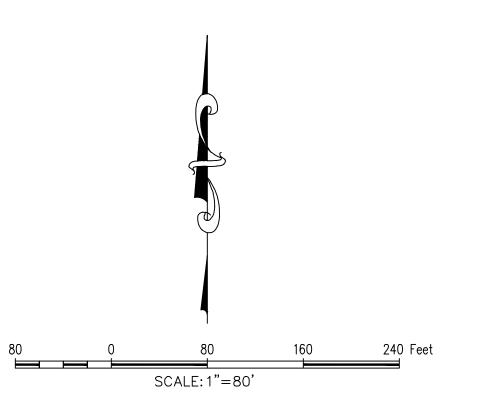


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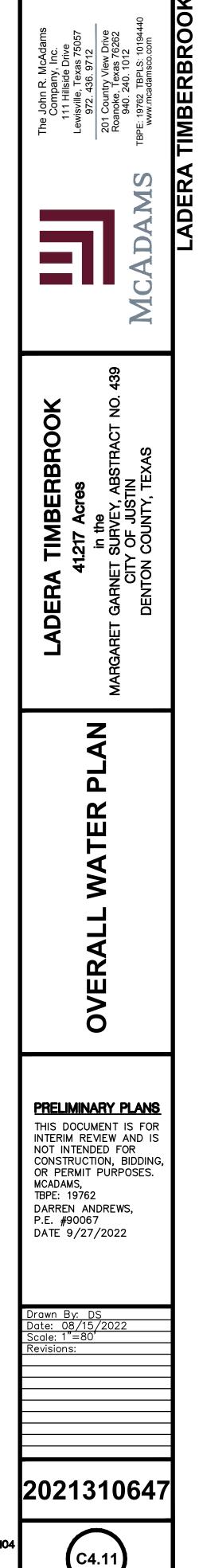


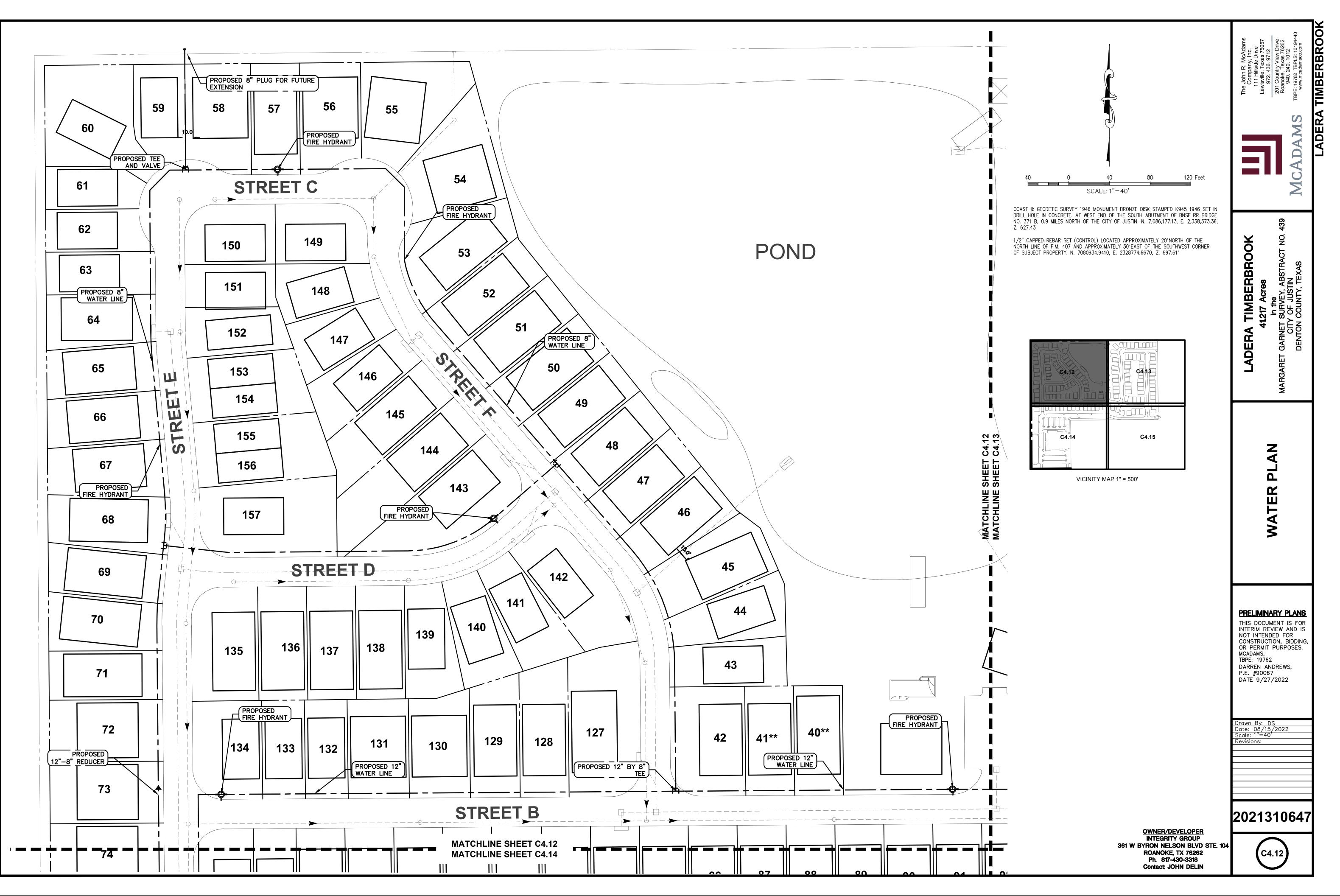
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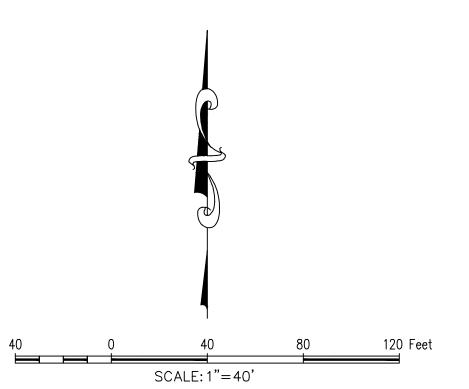


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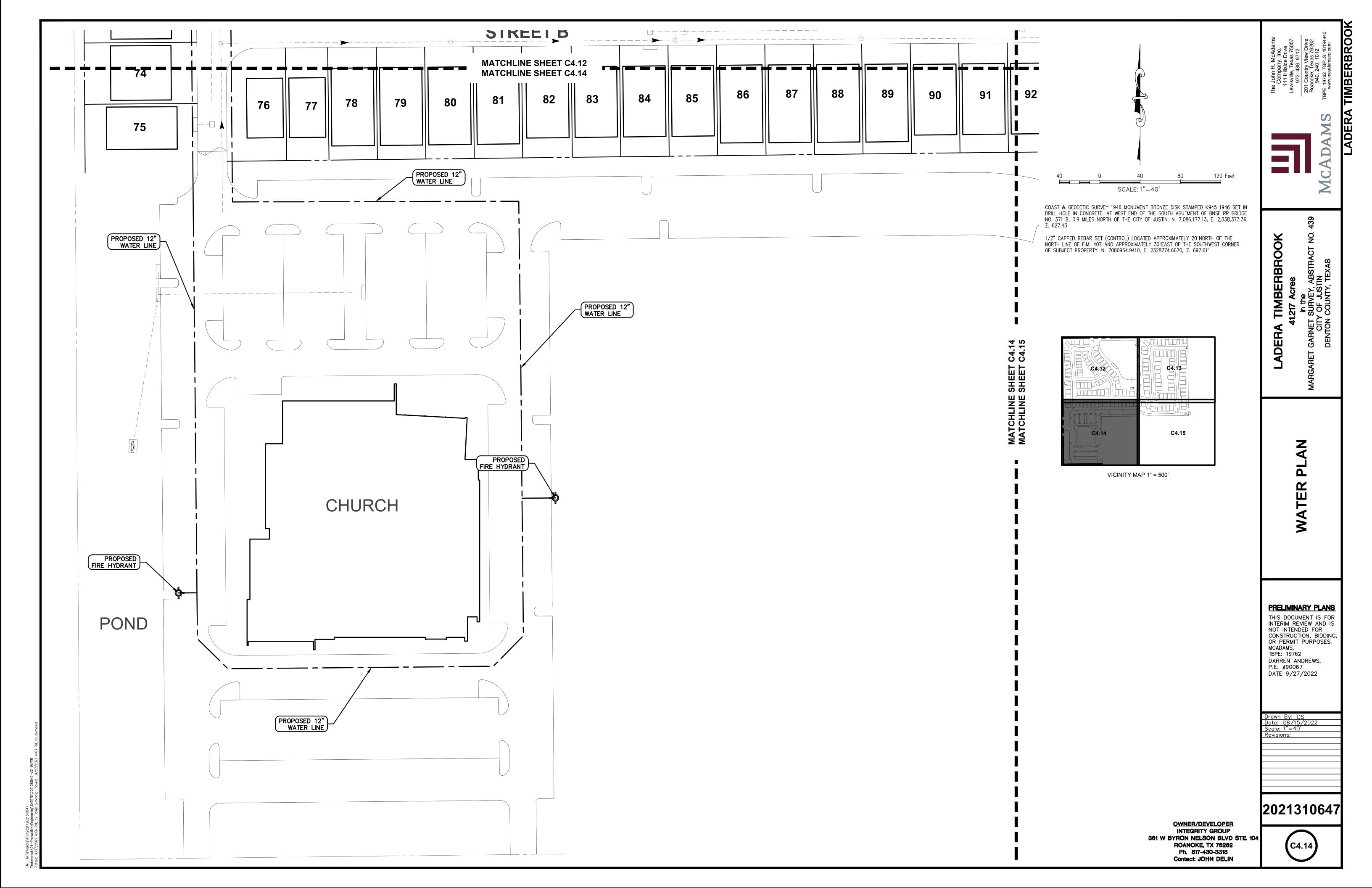
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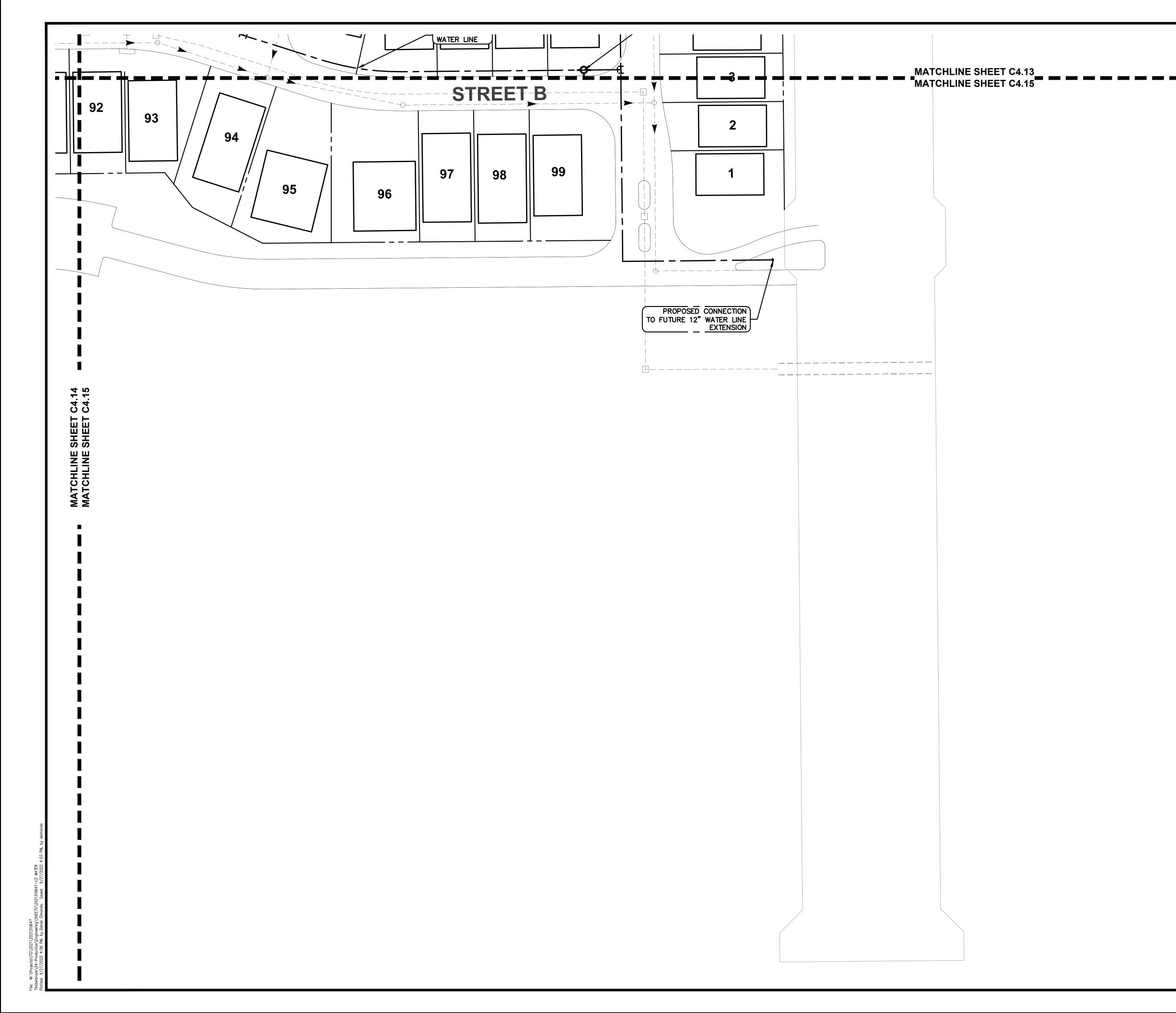
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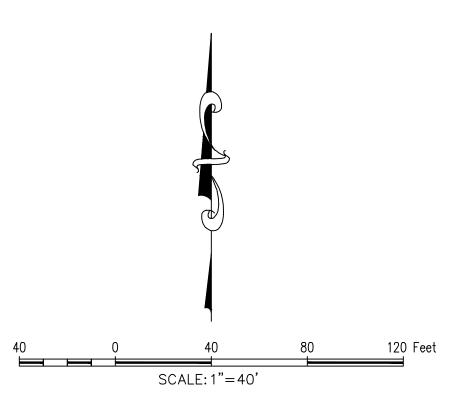


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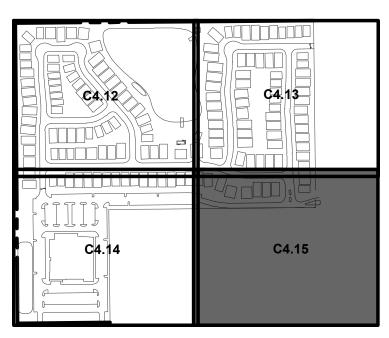






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	Lade	Ladera Timberbrook Trip Generation per ITE Trip Generation Manual 11th Edition												
ITE # Use		Quantity	11	Maakday	Weeko	lay AM Pea	ak Hour	Weekday PM Peak Hour						
	Use	Quantity Unit	Onit	Weekday	Total	In	Out	Total	In	Out				
251	Senior Adult Housing -Detached	157	Dwelling Units	869	78	34	44	96	54	42				

	Milestone Church Trip Generation per ITE Trip Generation Manual 11th Edition												
ITE #	Use	Quantity	Linit	Weekday	Weekd	ay AM Pea	ak Hour	Weeka	lay PM Pea	ak Hour	Sunday Peak Hour		
ITE #		Quantity	Unit		Total	In	Out	Total	In	Out	Total	In	Out
560	Church	53	1000 Sq. Ft Gross Floor Area	337	36	20	16	33	19	14	510	245	265

	MathematicalThe John R. McAdams Company, Inc. 111 Hillside Drive 972. 436. 9712Mathematical111 Hillside Drive 972. 436. 9712Mathematical972. 436. 9712940. 240. 1012 940. 240. 1012940. 240. 1012 1012TBPE: 19762 TBPLS: 10194440 www.mcadamsco.com	LADERA TIMBERBROOK
	LADERA TIMBERBROOK 41.217 Acres in the MARGARET GARNET SURVEY, ABSTRACT NO. 439 CITY OF JUSTIN DENTON COUNTY, TEXAS	
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City Council Meeting

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #3

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

Department: Administration

Contact: Director of Strategic Services, Abbey Reece, City Manager, Chuck Ewings

Recommendation:

Background: The Justin Heritage Foundation would like to continue the discussion regarding a brick fundraiser and suggest locations within the community.

Members of the foundation will be present at the meeting to discuss this in further detail and answer questions from the council.

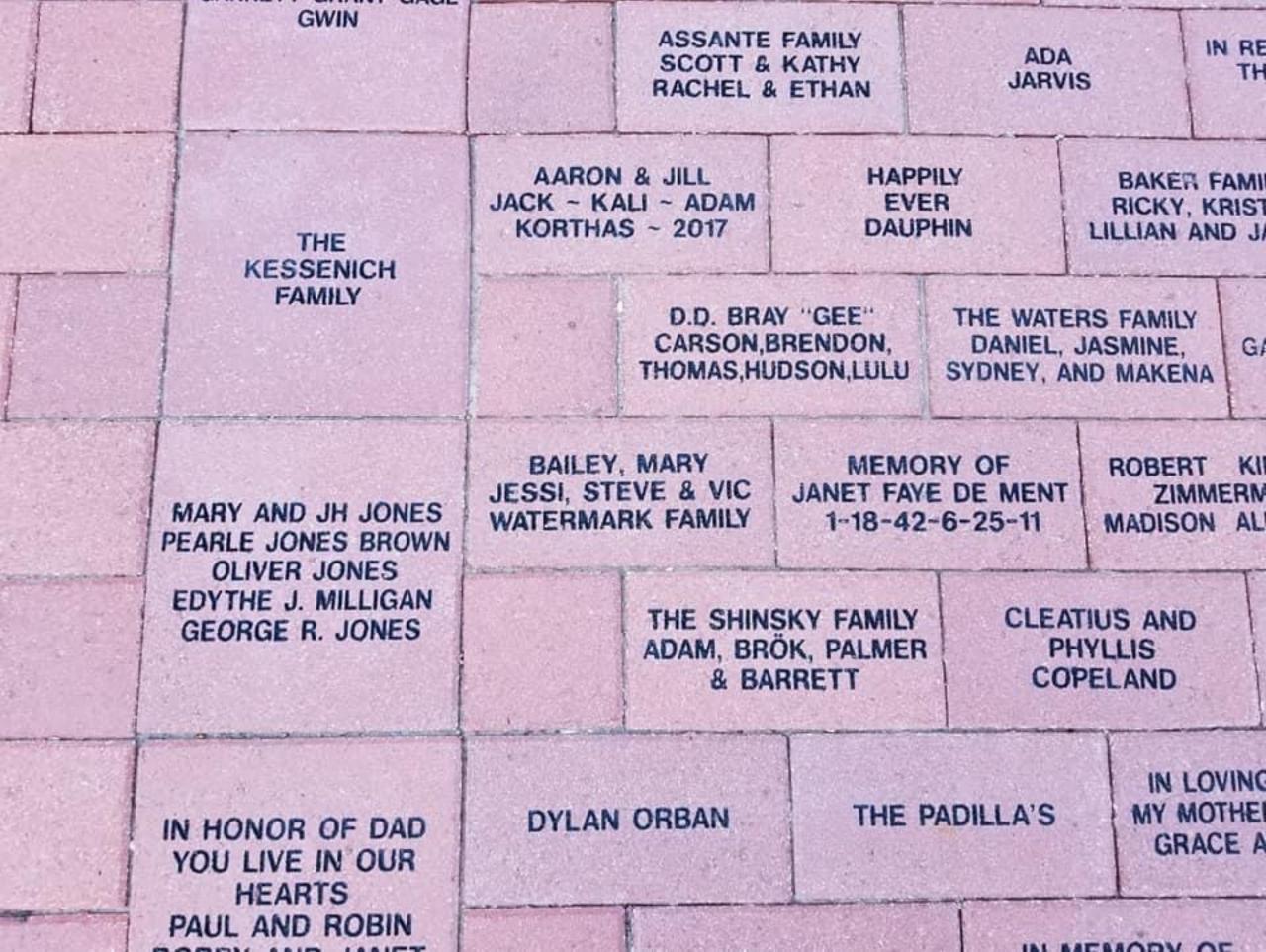
During the last discussion, Council had concerns that the Parks Board planned a similar fundraiser by selling bricks. The Parks Board has decided to not sell bricks and will raise funds through other means.

City Attorney Review: N/A

Attachments:

1. Brick Mockups









City Council Meeting

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #4 (Possible Action)

Title: Consider and take appropriate action to award contract to Atlas Supply Co. in the amount of **\$2,612,769.75** the AMR meter replacement program.

Department: Administration

Contact: Public Works Director, Josh Little

Recommendation: Staff Recommends Award Contract as Presented.

Background:

This project is proposed to replace existing water meters with meters that can communicate real time utilizing cellular service. This will remove the requirement to read meters and provide customers with real time usage, also, to track and leaks or other increases in demand.

This project is proposed to be funded utilizing low interest SWIFT funding provided by the Texas Water Development Board.

City Attorney Review: N/A

Attachments:

- Recommendation Letter
- Bid Tabulation
- Eye On Water Info. Sheets
- Meter Spec. Sheets



December 2, 2022 PK No.: 3340-20.480

Mr. Chuck Ewings City Manager CITY OF JUSTIN 415 N. College Avenue Justin, Texas 76247

Re: SWIFT SMART WATER METER REPLACEMENT - SWIFT 22-01 TWDB PROJECT NO. 51045; CID 03 RECOMMENDATION OF AWARD Justin, Denton County, Texas

Dear Mr. Ewings:

BID RESULTS

Attached is the Bid Tabulation for the bids received November 17, 2022 for the referenced project for your use.

The lowest bid received for the project was from Atlas Utility Supply Company. Based on the estimated quantities in the Bid Proposal and the unit prices bid by Atlas Utility Supply Company, Inc, the total amount of the bid was \$8,094,236.50. However, after looking at the estimated quantities in the Bid Proposal, the amount was lowered for contract award to \$ **2,612,769.75**. This revised Bid Tabulation is also attached as revised bid quantities.

CONTRACTOR QUALIFICATIONS

Atlas Utility Supply Company, Inc. provided a list of experience and references for this project. Pacheco Koch called some of the various references and verified experience and the references' opinion of the work performed by the contractor.

RECOMMENDATION

Based on the information we have received to date, we see no reason not to award a contract for the referenced project to Atlas Utility Supply Company for the bid amount of **\$2,612,769.75**.

Should you have any questions about the information contained herein, please do not hesitate to call.

Christopher J. Cha, P.E.

Attachments: Bid Tabulation Xc: File

CITY OF JUSTIN

BID TABULATION

SWIFT Water Meter Replacement SWIFT 22-01

	BIDS OPEN	NED: Novembe 2:00		Atlas Utility Supply 2301 Carson Street Fort Worth, TX 76117				
No.	DESCRIPTION	BID QTY	UNIT	U	NIT PRICE	то	TAL AMOUNT	
1	Contingency Allowance for Water Items	1	LS	\$	125,000.00	\$	125,000.00	
2	Mobilization	1	LS	\$	99,925.00	\$	99,925.00	
3	Traffic Control	1	LS	\$	17,250.00	\$	17,250.00	
4	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	1	LS	\$	5,750.00	\$	5,750.00	
5	Project Sign	2	EA	\$	1,725.00	\$	3,450.00	
6	5/8"x 3/4" Water Meter Replacement	2,250	EA	\$	60.00	\$	135,000.00	
7	1" Water Meter Replacement	50	EA	\$	60.00	\$	3,000.00	
8	1 1/2" Water Meter Replacement	5	EA	\$	290.00	\$	1,450.00	
9	2" Water Meter Replacement	50	EA	\$	320.00	\$	16,000.00	
10	5/8"x 3/4" Water Meter (Meter Only)	2,250	EA	\$	365.15	\$	821,587.50	
11	1" Water Meter Replacement (Meter Only)	50	EA	\$	515.70	\$	25,785.00	
12	1 1/2" Water Meter Replacement (Meter Only)	5	EA	\$	764.20	\$	3,821.00	
13	2" Water Meter Replacement (Meter Only)	50	EA	\$	1,102.89	\$	55,144.50	
14	Install Cellular Endpoints on Existing Water Meters	30	EA	\$	281.15	\$	8,434.50	
15	AMR Software and Integration and Training	1	LS	\$	43,675.00	\$	43,675.00	
16	Customer Billing System Software and Integration and Training	1	LS	\$	14,000.00	\$	14,000.00	
17	AMR Software Onsite Technical Support	1	LS	\$	19,500.00	\$	19,500.00	
18	Customer Billing System Software Onsite Technical Support	1	LS	\$	-	\$	-	
19	3/4" and 1" Service Water Meter Box with AMR Lid	2,300	EA	\$	182.95	\$	420,785.00	
20	1 1/2" & 2" Service Water Meter Box with AMR Lid	55	EA	\$	346.50	\$	19,057.50	
21	5/8" - 1" Excavate and Raise Water Meter	2,300	EA	\$	897.95	\$	2,065,285.00	
22	5/8" - 1" Angle Stop Remove/Replace	2,300	EA	\$	431.25	\$	991,875.00	
23	5/8" - 1" Replumb Meter	2,300	EA	\$	535.90	\$	1,232,570.00	
24	5/8" - 1" Repair Line Break	2,300	EA	\$	558.00	\$	1,283,400.00	
25	1 1/2" & 2" Excavate and Raise Water Meter	55	EA	\$	3,245.30	\$	178,491.50	
26	1 1/2" & 2" Angle Stop Remove/Replace	55	EA	\$	885.00	\$	48,675.00	
27	1 1/2" & 2" Replumb Meter	55	EA	\$	1,525.00	\$	83,875.00	
28	1 1/2" & 2" Repair Line Break	55	EA	\$	1,725.00	\$	94,875.00	
29	Topsoil and Block Sodding	8,000	SY	\$	17.25	\$	138,000.00	
30	6" Concrete Driveway Repair	500	SY	\$	212.75	\$	106,375.00	
31	6" Asphalt Driveway Repair	200	SY	\$	161.00	\$	32,200.00	
-						\$		
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	TOTAL BID					\$	8,094,236.50	
	5% BID SECURITY				5% E		1	
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A minimum of 72 hours after the meter installation is completed, residents can sign up for an eyeonwater.com account.



Create an account at eyeonwater.com/signup using your zip code and water billing account number.





Already have an account? Sign in here

Service or Billing ZIP/Postal Code:

Service or Billing ZIP/Postal Code



7 Eniov using EveOnWate

The next step will be to enter your email address and complete the signup steps.



Once signup is completed, log onto your personal email account to confirm your Eyeonwater account and to access the website for the first time.



PUBLIC WORKS DEPARTMENT 1813 RELIANCE PARKWAY (817) 952-2200



CUSTOMER SERVICE 2000 FOREST RIDGE DRIVE (817) 952-2112

WANT FURTHER ASSISTANCE? CONTACT US VIA EMAIL:

PW.PERMITS@BEDFORDTX.GOV







EYEONWATER.COM

WHAT IS EYEONWATER?

Eyeonwater is a website that allows consumers to monitor their water usage. City meters are currently being upgraded to Automated Meter Reading Systems.

This new technology transmits consumption data every 24 hours and the data can be viewed on the Eyeonwater.com website. Consumers can set leak alerts and monitor their usage. See "Setting a Leak Alert".

To create an account on Eyeonwater.com, the water billing account number, zip code and a valid email are required.



- Ability to monitor consumption
- Set leak alerts with text and/or email notifications
- Early leak detection reduces water loss and billing cost.
- Data consumption updates are transmitted every 24 hours.
- See how weather affects usage.

WHAT IS A CONTINOUS FLOW?

Water flowing through the meter non-stop is classified as continuous flow. Leak alerts can be set to notify the consumer of a potential detected leak. Alerts can be in the form of a text and/or email notification.





A bar graph displays consumption by year, month, day, hour or minute.

The "At A Clance" area shows consumers a quick reference of consumption.

These icons allow consumers to view a specific date range or time period.



Date and time of the "Next upload" of consumption is posted here.

5 Set leak alerts and monitor leaks at the faucet icon. See "Setting a Leak Alert" on the next page.

SETTING A LEAK ALERT



- Click on the "i" for how to process text message submission.
- Select how many days of continuous flow before a leak alert is sent.
- Click the arrow on the right.
- Verify summary and finalize the leak alert.

What is Eyeonwater.com?

Eyeonwater is a website that allows consumers to monitor their water usage. City meters are currently being upgraded to Automated Meter Reading Systems.

This new technology transmits consumption data every 24 hours and the data can be viewed on the Eyeonwater.com website. Consumers can set leak alerts, monitor their usage and compare usage to daily precipitation and temperatures received from the National Weather Service.

To create an account on Eyeonwater.com, the water billing account number, zip code and a valid email are required. A mobile app is also available for download.





CONTACT US

Public Works Department 1813 Reliance Parkway (817) 952-2200

Customer Service 2000 Forest Ridge Drive (817) 952-2112

Email

PW.PERMITS@BEDFORDTX.GOV

Website

EYEONWATER.COM

B

Leak Alerts: Did you know?

Leak alerts can be set by consumers on their personalized eyeonwater account.



From the main page, click on the blue "Set Leak Alert" button on the upper left (circled above), and follow the step by step instructions.

What is a continuous flow alert?

Residential consumers will receive the most benefit from selecting a "Continuous Flow" alert. This type of alert will notify the consumer when there is water flowing through the meter on a continuous basis for more than 24 hours, with no break in consumption.

What is an intermittent flow alert?

Alerts can be set by residents for intermittent flow. This feature will allow residents to set an alert that will send notification when a specified amount of gallons are utilized in a 24 hour period. The amount of gallons are determined by the consumer when the alert is initially set.



Identifying the source of a leak can be difficult, but with the following general guidelines from Public Works staff, residents can often find the source of the leak without the need to hire a professional.

Setting a leak alert on Eyeonwater.com notifies the consumer of a potential leak before the leak continues for an extended amount of time. Early detection aides the consumer in potential cost savings from unexpected plumbing and utility bills.

Leaks of .10 - 1.0 gallons:



This can be a small drip at a faucet, sink, valve, soaker hose, etc. Check faucets and under sinks for slow drips. Outside: Check faucets and hoses.

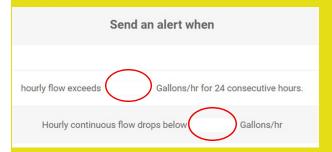


Leaks within this range could be the result of faucet drips, valve concerns, irrigation/soaker hose damage or toilets. Check to see if the following are in proper working condition: Handle operations Sealed flapper valve Float operations

Public Works staff can supply toilet test tablets if consumers suspect a leak.



Continuous flow alert values



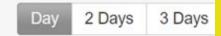
It is recommended that alerts should be set between 3-5 gallons/hour for a 24 hour period. Setting the alert at a lower volume allows consumers to monitor, investigate and repair minor leaks before they become large scale concerns.

How can I receive the alert?

Alerts can be received via email or text message. Please see the picture below for how to enter information to receive texts based on your telephone carrier. If a carrier is not listed below, please check with your phone company to obtain the proper format to receive text alerts.

To get notification delivered as text messages to your mobile phone, please check + Wikipedia + to find out how for your carrier. Here are the formats for popular carriers in the US:

AT&T	cellnumber@txt.att.net
Verizon	cellnumber@vtext.com
T-Mobile	cellnumber@tmomail.net
Sprint PCS	cellnumber@messaging.sprintpcs.com





Recordall® Disc Meters

Lead-Free Bronze Alloy, Sizes 5/8, 5/8 x 3/4, 3/4 & 1 inch NSF/ANSI Standards 61 and 372 Certified



DESCRIPTION

The Recordall Disc Series meters meet or exceed the most recent revision of AWWA Standard C700 and are available in a lead-free bronze alloy. The meters comply with the lead-free provisions of the Safe Drinking Water Act, are certified to NSF/ANSI Standards 61 and 372 (Trade Designations: M25-LL, M35-LL, M55-LL, M70-LL) and carry the NSF-61 mark on the housing. All components of the lead-free bronze alloy meter (housing, measuring element, seals, and so on) comprise the certified system.

Applications: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

Operation: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register or encoder face.

Operating Performance: The Recordall Disc Series meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates (100 \pm 1.5%), and maximum continuous operation flow rates as specifically stated in AWWA Standard C700.

Construction: Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: meter housing, measuring chamber and permanently sealed register or encoder. The meter is available in a lead-free bronze alloy with externally threaded spuds. A corrosion-resistant engineered polymer material is used for the measuring chamber.

Magnetic Drive: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading or AMR/AMI meter reading options.

Tamper-Proof Features: Unauthorized removal of the register or encoder is inhibited by the option of a tamper detection seal wire screw, TORX[®] tamper-resistant seal screw or the proprietary tamper-resistant keyed seal screw. Each can be installed at the meter site or at the factory.

Maintenance: Badger Meter Recordall Disc Series meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters and meter models also minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

Connections: Tailpieces/Unions for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.

Meter Spud and Connection Sizes

Model	Size Designation (in.)	×	"L" Laying Length (in.)	"B" Bore Dia. (in.)	Coupling Nut and Spud Thread (in.)	Tailpiece Pipe Thread (NPT) (in.)
25	5/8	×	7-1/2	5/8	3/4 (5/8)	1/2
25	5/8 x 3/4	×	7-1/2	5/8, 3/4	1 (3/4)	3/4
	3/4	×	7-1/2	3/4	1 (3/4)	3/4
35	3/4	×	9	3/4	1 (3/4)	3/4
	3/4 x 1	×	9	3/4	1-1/4 (1)	1
55	1	x	10-3/4	1	1-1/4 (1)	1
70	1	×	10-3/4	1	1-1/4 (1)	1

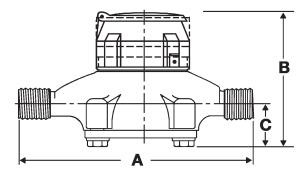
SPECIFICATIONS

	Model 25 (5/8 in. & 5/8 × 3/4 in.)	Model 35 (3/4 in.)	Model 55 (1 in.)	Model 70 (1 in.)
Typical Operating Range (100% ±1.5%)	0.525 gpm (0.115.7 m³/hr)	0.7535 gpm (0.177.9 m³/hr)	155 gpm (0.2312.5 m³/hr)	1.2570 gpm (0.2816 m³/hr)
Low Flow	0.25 gpm (0.057 m³/hr) Min. 98.5%	0.375 gpm (0.085 m³/hr) Min. 97%	0.5 gpm (0.11 m³/hr) Min. 95%	0.75 gpm (0.17 m³/hr) Min. 95%
Maximum Continuous Operation	15 gpm (3.4 m³/hr)	25 gpm (5.7 m³/hr)	40 gpm (9.1 m³/hr)	50 gpm (11.3 m³/hr)
Pressure Loss at Maximum Continuous Operation	5/8 in. size : 3.5 psi @ 15 gpm (0.24 bar @ 3.4 m ³ /hr) 5/8 × 3/4 in. size : 2.8 psi @ 15 gpm (0.19 bar @ 3.4 m ³ /hr)	5 psi @ 25 gpm (0.37 bar @ 5.7 m³/hr)	3.4 psi @ 40 gpm (0.23 bar @ 9.1 m³/hr)	6.5 psi @ 50 gpm (0.45 bar @ 11.3 m³/hr)
Maximum Operating Temperature		80° F	(26° C)	
Maximum Operating Pressure		150 psi	(10 bar)	
Measuring Element		Nutating disc, pos	itive displacement	
	Available in NL bronze and e	ngineered polymer to fit spue	d thread bore diameter sizes:	
Meter Connections	5/8 in. size : 5/8 in. (DN 15 mm) 5/8 × 3/4 in. size : 3/4 in. (DN 15 mm)	3/4 in. (DN 20 mm)	1 in. (DN 25 mm)	1 in. (DN 25 mm)

MATERIALS

	Model 25 (5/8 in. & 5/8 × 3/4 in.)	Model 35 (3/4 in.)	Model 55 (1 in.)	Model 70 (1 in.)	
Meter Housing		Lead-free b	ronze alloy		
Housing Bottom Plates	Cast iron, lead-free bronze alloy, engineered polymer	C	ast iron, lead-free bronze alloy		
Measuring Chamber		Engineere	d polymer		
Disc		Engineere	d polymer		
Trim		Stainles	ss steel		
Strainer		Engineere	d polymer		
Disc Spindle	Stainless steel	Stainless steel	Engineered polymer	Stainless steel	
Magnet	Ceramic	Ceramic	Ceramic	Ceramic	
Magnet Spindle	Engineered polymer	Stainless steel	Engineered polymer	Stainless steel	
Register Lid and Shroud	Engineered polymer, bronze				

DIMENSIONS



Meter Size	Model	A Laying Length	B Height Reg.	C Centerline Base	Width	Approx. Shipping Weight
5/8 in. (15 mm)	25	7-1/2 in. (190 mm)	4-15/16 in. (125 mm)	1-11/16 in. (42 mm)	4-1/4 in. (108 mm)	4-1/2 lb (2 kg)
5/8 in. × 3/4 in. (15 mm)	25	7-1/2 in. (190 mm)	4-15/16 in. (125 mm)	1-11/16 in. (42 mm)	4-1/4 in. (108 mm)	4-1/2 lb (2 kg)
3/4 in. (20 mm)		7-1/2 in. (190 mm)	5-1/4 in. (133 mm)	1-5/8 in. (41 mm)	5 in. (127 mm)	5-1/2 lb (2.5 kg)
3/4 in. (20 mm)	35	9 in. (229 mm)	5-1/4 in. (133 mm)	1-5/8 in. (41 mm)	5 in. (127 mm)	5-3/4 lb (2.6 kg)
3/4 in. × 1 in. (20 mm)		9 in. (229 mm)	5-1/4 in. (133 mm)	1-5/8 in. (41 mm)	5 in. (127 mm)	6 lb (2.7 kg)
1 in. (25 mm)	55	10-3/4 in. (273 mm)	6 in. (152 mm)	2-1/32 in. (52 mm)	6-1/4 in. (159 mm)	8-3/4 lb (3.9 kg)
1 in. (25 mm)	70	10-3/4 in. (273 mm)	6-1/2 in. (165 mm)	2-5/16 in. (59 mm)	7-3/4 in. (197 mm)	11-1/2 lb (5.2 kg)

REGISTERS / ENCODERS

Standard—Sweep-Hand Registration

The standard register is a straight-reading, permanently sealed magnetic drive register. Dirt, moisture, tampering and lens fogging problems are eliminated. The register has a six-odometer wheel totalization display, 360° test circle with center sweep hand, and flow finder to detect leaks. Register gearing is made of self-lubricating engineered polymer, which minimizes friction and provides long life. The multi-position register simplifies meter installation and reading. The register capacity is 10,000,000 gallons (1,000,000 ft³, 100,000 m³).

A Model 25 register is used in the following example:

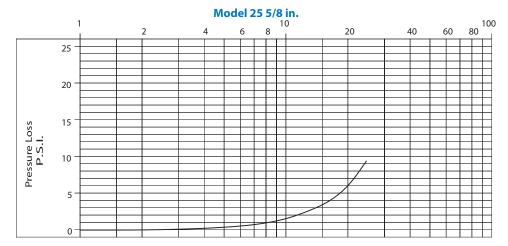


Optional—Encoders for AMR/AMI Reading Solutions

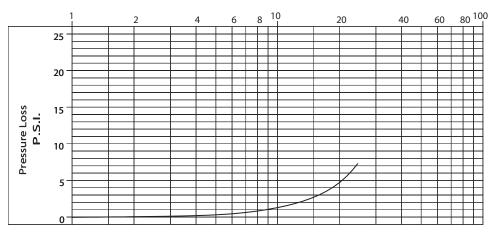
AMR/AMI solutions are available for all Recordall Disc Series meters. All reading options can be removed from the meter without disrupting water service. Badger Meter encoders provide years of reliable, accurate readings for a variety of applications. See details at *www.badgermeter.com*.

PRESSURE LOSS CHARTS

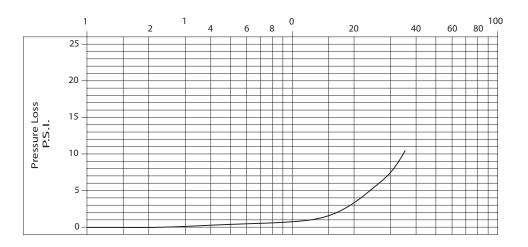
Rate of Flow in Gallons per Minute



Model 25 5/8 × 3/4 in.



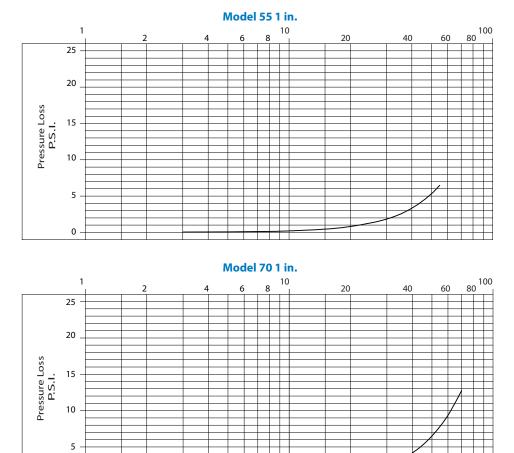
Model 35 3/4 in.



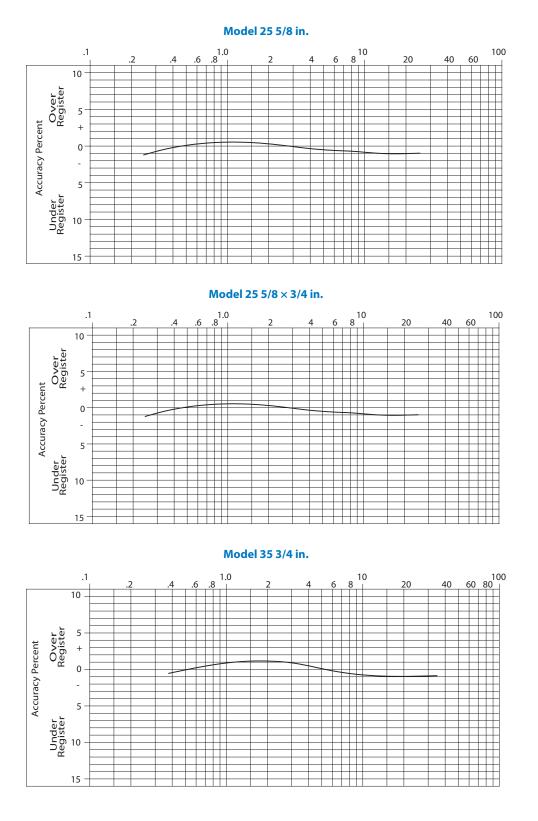
PRESSURE LOSS CHARTS (CONTINUED)

0

Rate of Flow in Gallons per Minute



ACCURACY CHARTS



ACCURACY CHARTS (CONTINUED)

15 -

_1.0 _<u>.8</u> 100 60 80 .1 10 8 20 40 .6 6 10 Over Register 5 Accuracy Per Cent + 0 _ 5 Under Register 10 15 +++ Model 701 in. .<u>.8</u> 1.0 8¹⁰ 60 80¹⁰⁰ .1 .6 6 20 40 2 .4 2 4 Т 10 Over Register 5 Accuracy Percent + 0 5 Under Register 01

Model 55 1 in.

SMART WATER IS BADGER METER

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www.badgermeter.com

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Recordall® Industrial Meters

Nutating Disc Meter, Bronze and Thermoplastic

DESCRIPTION

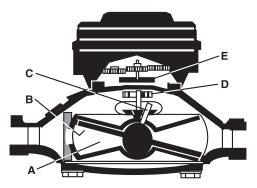
The Badger Meter Recordall[®] (RCDL) positive displacement meters are one of the most cost effective methods in metering industrial fluids. The RCDL meter has a simple, efficient design for high accuracy and repeatability over the entire meter flow range.

Available in sizes 1/2...2 in. for flows up to 170 gpm, these meters are extremely rugged and reliable. Maintenance is seldom required, but if necessary, takes only a few minutes. All parts are designed and built of materials that meet your application requirements and provide an enduring and a trouble-free, precision flow meter.

To complement the RCDL meter line, Badger Meter offers a complete line of accessories that includes totalizers, transmitters, rate of flow indicators and batch/process controllers.

OPERATION

The metering principle, known as positive displacement, is based on the continuous filling and discharging of the measuring chamber. Controlled clearances between the disc and the chamber provide precise measurement of each volume cycle. As the disc nutates, the center spindle rotates a magnet. The movement of the magnet is sensed through the meter wall by a follower magnet or by various sensors. Each revolution of the magnet is equivalent to a fixed volume of fluid, which is converted to any engineering unit of measure for totalization, indication or process control.



Liquid flowing through the meter chamber (A) causes a disc (B) to nutate or wobble. This motion, in turn, results in the rotation of a spindle (C) and drive magnet (D). Rotation is transmitted through the wall of the meter to a second magnet (E) or varied style of sensor pickup.



LEAD-FREE MODELS AVAILABLE

The Recordall Disc Series meters meet or exceed the most recent revision of AWWA Standard C700 and are available in a lead-free bronze alloy. The meters comply with the lead-free provisions of the Safe Drinking Water Act, are certified to NSF/ANSI/CAN Standards 61 and 372 and carry the NSF-61 mark on the housing. All components of the lead-free bronze alloy meter (housing, measuring element, seals, and so on) comprise the certified system.

FEATURES

- Wide flow range
- Rugged bronze or thermoplastic housing
- Meters available up to 250° F (see "Temperature Chart" on page 2)
- Easily maintained without removing from line
- Durable components for minimal maintenance
- Wide range of compatible accessories

PERFORMANCE

- Accuracy: ± 1.5%
- Repeatability: ± 0.5%
- Pressure Range: up to 150 psi
- Temperature Range: 32...250° F





TEMPERATURE CHART

Meter Model	Meter Size	Housing Material	Chamber/Disc Material	Fluid	Temperature Range
M25	5/8 in. (15 mm)	lead-free bronze alloy	engineered polymer	cold liquids	32120° F (049° C)
M25	3/4 in. (15 mm)	lead-free bronze alloy	engineered polymer	cold liquids	32120° F (049° C)
M35	3/4 in. (20 mm)	lead-free bronze alloy	engineered polymer	cold liquids	32120° F (049° C)
M55	1 in. (25 mm)	lead-free bronze alloy	engineered polymer	cold liquids	32120° F (049° C)
M70	1 in. (25 mm)	lead-free bronze alloy	engineered polymer	cold liquids	32120° F (049° C)
M120	1-1/2 in. (40 mm)	lead-free bronze alloy	engineered polymer	cold liquids	32120° F (049° C)
M170	2 in. (50 mm)	lead-free bronze alloy	engineered polymer	cold liquids	32120° F (049° C)
M25	5/8 in. (15 mm)	engineered polymer	engineered polymer	cold liquids	32100° F (038° C)
M25	3/4 in. (20 mm)	engineered polymer	engineered polymer	cold liquids	32100° F (038° C)
M25*	5/8 in. (15 mm)	lead-free bronze alloy	LCP	high temp or chemical	32250° F (0121° C)
M25*	3/4 in. (20 mm)	lead-free bronze alloy	LCP	high temp or chemical	32250° F (0121° C)
M70*	1 in. (25 mm)	lead-free bronze alloy	LCP	high temp or chemical	32250° F (0121° C)
M120*	1-1/2 in. (40 mm)	lead-free bronze alloy	LCP	chemical	32110° F (043° C)

* Model is *not* certified to NSF/ANSI/CAN Standards 61 and 372

METER SPUD AND CONNECTION SIZES

Model	Size Designation in.	×	"L" Laying Length	"B" Bore Dia.	Coupling Nut and Spud Thread in.	Tailpiece Pipe Thread (NPT) (in.)
	5/8	×	7-1/2 in. (190 mm)	5/8 in. (15 mm)	3/4 (5/8)	1/2
25B	5/8 x 3/4	×	7-1/2 in. (190 mm)	5/8 in. (15 mm), 3/4 in. (20 mm)	1 (3/4)	3/4
	5/8	×	7-1/2 in. (190 mm)	5/8 in. (15 mm)	3/4 (5/8)	1/2
25P	5/8 x 3/4	×	7-1/2 in. (190 mm)	5/8 in. (15 mm), 3/4 in. (20 mm)	1 (3/4)	3/4
	3/4	×	9 in. (229 mm)	3/4 in. (20 mm)	1 (3/4)	3/4
	3/4	×	7-1/2 in. (190 mm)	3/4 in. (20 mm)	1 (3/4)	3/4
35B	3/4	×	9 in. (229 mm)	3/4 in. (20 mm)	1 (3/4)	3/4
	3/4 x 1	×	9 in. (229 mm)	3/4 in. (20 mm)	1-1/4 (1)	1
55B	1	×	10-3/4 in. (273 mm)	1 in. (25 mm)	1-1/4 (1)	1
70B	1	×	10-3/4 in. (273 mm)	1 in. (25 mm)	1-1/4 (1)	1

NOTE:

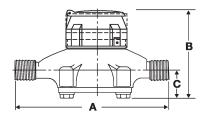
The engineering thread is always one thread size larger than the meter size or service pipe thread designation. Under *Coupling Nut and Spud Thread*, the size given in parentheses identifies the size to specify when ordering meter connections, such as tailpiece couplings.

MATERIALS

Model	Model 25 Polymer	Model 25 Bronze	Model 35 Bronze	Model 55 Bronze	Model 70 Bronze	Model 120 Bronze	Model 170 Bronze
Size Designation	5/8 in. 5/8 × 3/4 in. 3/4 in.	5/8 in. 5/8 × 3/4 in.	3/4 in.	1 in.	1 in.	1-1/2 in.	2 in.
Meter Housing	Engineered polymer	Lead-free bronze alloy	Lead-free bronze alloy	Lead-free bronze alloy	Lead-free bronze alloy	Lead-free bronze alloy	Lead-free bronze alloy
Housing Bottom Plates	Engineered polymer	Cast iron, lead-free bronze alloy	Cast iron, lead-free bronze alloy	Cast iron, lead-free bronze alloy	Cast iron, lead-free bronze alloy	Lead-free bronze alloy	Lead-free bronze alloy
Measuring Chamber	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer
Disc	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer
Trim	n/a	Stainless steel	Stainless steel	Stainless steel	Stainless steel	Stainless steel	Stainless steel
Strainer	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer
Disc Spindle	Stainless steel	Stainless steel	Stainless steel	Engineered polymer	Stainless steel	Stainless steel	Stainless steel
Magnet	Ceramic	Ceramic	Ceramic	Ceramic	Ceramic	Ceramic	Ceramic
Magnet Spindle	Engineered polymer	Engineered polymer	Stainless steel	Engineered polymer	Engineered polymer	Engineered polymer	Engineered polymer
Register Lid and Shroud	Engineered polymer, bronze	Engineered polymer, bronze	Engineered polymer, bronze	Engineered polymer, bronze	Engineered polymer, bronze	Engineered polymer, bronze	Engineered polymer bronze

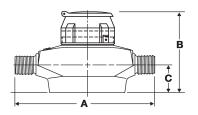
DIMENSIONS

M25, M35, M55, M70 Bronze



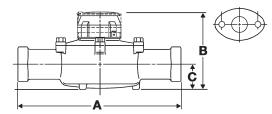
Meter Size	Model	A Laying Length	B Height w/Reg.	C Centerline Base	Width	Approx. Shipping Weight
5/8 in. (15 mm)	25	7-1/2 in. (190 mm)	4-15/16 in. (125 mm)	1-11/16 in. (42 mm)	4-1/4 in. (108 mm)	4-1/2 lb (2 kg)
5/8 in. × 3/4 in. (15 mm)	25	7-1/2 in. (190 mm)	4-15/16 in. (125 mm)	1-11/16 in. (42 mm)	4-1/4 in. (108 mm)	4-1/2 lb (2 kg)
3/4 in. (20 mm)		7-1/2 in. (190 mm)	5-1/4 in. (133 mm)	1-5/8 in. (41 mm)	5 in. (127 mm)	5-1/2 lb (2.5 kg)
3/4 in. (20 mm)	35	9 in. (229 mm)	5-1/4 in. (133 mm)	1-5/8 in. (41 mm)	5 in. (127 mm)	5-3/4 lb (2.6 kg)
3/4 in. × 1 in. (20 mm)		9 in. (229 mm)	5-1/4 in. (133 mm)	1-5/8 in. (41 mm)	5 in. (127 mm)	6 lb (2.7 kg)
1 in. (25 mm)	55	10-3/4 in. (273 mm)	6 in. (152 mm)	2-1/32 in. (52 mm)	6-1/4 in. (159 mm)	8-3/4 lb (3.9 kg)
1 in. (25 mm)	70	10-3/4 in. (273 mm)	6-1/2 in. (165 mm)	2-5/16 in. (59 mm)	7-3/4 in. (197 mm)	11-1/2 lb (5.2 kg)

M25 Polymer



Meter Size	Model	A Laying Length	B Height w/Reg.	C Centerline Base	Width	Approx. Shipping Weight
5/8 in. (15 mm)		7-1/2 in. (190 mm)	5-1/16 in. (128 mm)	1-3/4 in. (44 mm)	4-13/16 in. (122 mm)	2-1/2 lb (1 kg)
5/8 x 3/4 in. (15 mm)	25	7-1/2 in. (190 mm)	5-1/16 in. (128 mm)	1-3/4 in. (44 mm)	4-13/16 in. (122 mm)	2-1/2 lb (1 kg)
3/4 in. (20 mm)		9 in. (229 mm)	5-1/16 in. (128 mm)	1-3/4 in. (44 mm)	4-13/16 in. (122 mm)	3 lb (1.4 kg)

M120, M170 Bronze



Meter Size	Meter Model	A Laying Length	B Height w/Reg.	C Centerline Base	Width	Approx. Shipping Weight
1-1/2 in. (40 mm)	120 EL, Hex 120 EL, TP	12-5/8 in. (321 mm)	7 in. (178 mm)	2-3/8 in. (60 mm)	8-3/4 in. (222 mm)	19 lb (8.6 kg)
1-1/2 in. (40 mm)	120 ELL 120 ELL, TP	13 in. (330 mm)	7 in. (178 mm)	2-3/8 in. (60 mm)	8-3/4 in. (222 mm)	19 lb (8.6 kg)
2 in. (50 mm)	170 EL, Hex 170 EL, TP	15-1/4 in. (387 mm)	8 in. (203 mm)	2-7/8 in. (73 mm)	9-1/2 in. (241 mm)	30 lb (13.6 kg)
2 in. (50 mm)	170 ELL 170 ELL, TP	17 in. (432 mm)	8 in. (203 mm)	2-7/8 in. (73 mm)	9-1/2 in. (241 mm)	30 lb (13.6 kg)
EL = Elliptical	ELL = Elliptical Long]	Hex = Hexagon, 1-1/211-1/2 in	. NPT Thread		TP=Test Plug 1 in.

SPECIFICATIONS

M25, M35, M55, M70 Bronze

Model	Model 25 Bronze	Model 25 Bronze	Model 35 Bronze	Model 55 Bronze	Model 70 Bronze
Size Designation	5/8 in.	5/8 × 3/4 in.	3/4 in.	1 in.	1 in.
Typical Operating Range (100% ± 1.5%)	0.525 gpm (0.115.7 m³/hr)	0.525 gpm (0.115.7 m³/hr)	0.7535 gpm (0.177.9 m³/hr)	155 gpm (0.2312.5 m³/hr)	1.2570 gpm (0.2816 m³/hr)
Maximum Continuous Operation	15 gpm (3.4 m³/hr)	15 gpm (3.4 m³/hr)	25 gpm (5.7 m³/hr)	40 gpm (9.1 m³/hr)	50 gpm (11.3 m³/hr)
Pressure Loss at Maximum Continuous Operation	3.5 psi @ 15 gpm (0.24 bar @ 3.4 m³/hr)	2.8 psi @ 15 gpm (0.19 bar @ 3.4 m³/hr)	5 psi @ 25 gpm (0.37 bar @ 5.7 m³/hr)	3.4 psi @ 40 gpm (0.23 bar @ 9.1 m³/hr)	6.5 psi @ 50 gpm (0.45 bar @ 11.3 m³/hr)
Maximum Operating Pressure	150 psi (10 bar)	150 psi (10 bar)	150 psi (10 bar)	150 psi (10 bar)	150 psi (10 bar)
Matan	Availa	ble in NL bronze and eng	ineered polymer to fit sp	ud thread bore diameter s	izes:
Meter Connections	5/8 in. (DN 15 mm)	3/4 in. (DN 15 mm)	3/4 in. (DN 20 mm)	1 in. (DN 25 mm)	1 in. (DN 25 mm)

M25 Polymer

Model	Model 25 Polymer	Model 25 Polymer	Model 25 Polymer	
Size Designation	5/8 in.	5/8 × 3/4 in.	3/4 in.	
Typical Operating Range (100% ± 1.5%)	1/225 gpm (0.115.7 m³/hr)	1/225 gpm (0.115.7 m³/hr)	1/230 gpm (1.06.8 m³/hr)	
Maximum Continuous Operation	15 gpm (3.4 m³/hr)	15 gpm (3.4 m³/hr)	15 gpm (3.4 m³/hr)	
Pressure Loss at Maximum Continuous Operation	4.2 psi at 15 gpm (0.29 bar at 3.4 m³/hr)	2.8 psi at 15 gpm (0.19 bar at 3.4 m³/hr)	2.8 psi at 15 gpm (0.19 bar at 3.4 m³/hr)	
Maximum Operating Pressure	150 psi (10 bar)	150 psi (10 bar)	150 psi (10 bar)	
Meter Connections	Available in NL bronze an	d engineered polymer to diameter sizes:	fit spud thread bore	
	5/8 in. (DN 15 mm)	3/4 in. (DN 15 mm)	3/4 in. (DN 15 mm)	

M120, M170 Bronze

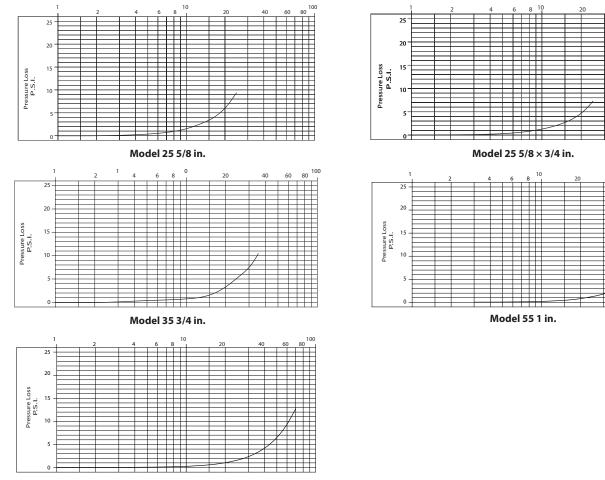
Model	Model 120 Bronze	Model 170 Bronze
Size Designation	1-1/2 in.	2 in.
Typical Operating Range (100% ± 1.5%)	2.5120 gpm (0.5727 m³/hr)	2.5170 gpm (0.5739 m³/hr)
Maximum Continuous Operation	80 gpm (18 m³/hr)	100 gpm (23 m³/hr)
Pressure Loss at Maximum Continuous Operation	4.8 psi at 80 gpm (0.33 bar at 18 m³/hr)	3.3 psi at 100 gpm (0.23 bar at 23 m³/hr)
Maximum Operating Pressure	150 psi (10 bar)	150 psi (10 bar)
Meter Connections	1-1/2 in. AWWA two-bolt elliptical flange, drilled or 1-1/211-1/2 NPT internal pipe threads	2 in. AWWA two-bolt elliptical flange, drilled or 211-1/2 NPT internal pipe threads
Test Plugs	Optional 1 in. NPT test plug (TP)	Optional 1 in. NPT test plug (TP)

100

PRESSURE LOSS CHARTS

Bronze Meters, Sizes 5/8...1 inch

Rate of Flow in Gallons Per Minute

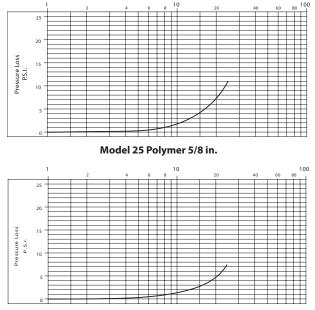


Model 70 1 in.

June 2021

Polymer Meters, Sizes 5/8...3/4 inch

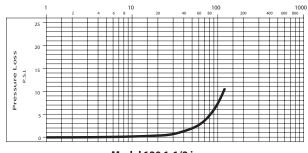
Rate of Flow in Gallons Per Minute



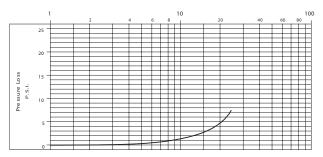
Model 25 Polymer 3/4 in.

Bronze Meters, Sizes 1-1/2 and 2 inch

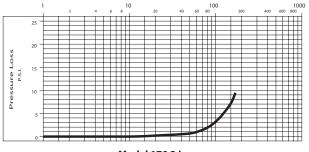
Rate of Flow in Gallons Per Minute



Model 120 1-1/2 in.



Model 25 Polymer 5/8 x 3/4 in.



Model 170 2 in.

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Control. Manage. Optimize.

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Badger Meter | HR-E High Resolution Encoder

DESCRIPTION

Applications: The High Resolution Encoder (HR-E) is designed for use with all current Recordall[®] Disc, Turbo, Compound, Combo and Fire Series meters and assemblies. The HR-E provides connectivity with Badger Meter ORION® and GALAXY® AMR/AMI endpoints, BadgerTouch® modules and other AMR/AMI technology solutions approved by Badger Meter.

Electronic Resolution: Encoder output from the HR-E includes eight-dial resolution to AMR/AMI endpoints and the option of four, five, six, seven or eight-dial resolution for touch applications. Refer to tables on the next page for details.

Mounting: The HR-E in its shroud assembly uses a bayonet mount compatible with all Recordall Disc, Turbo, Compound and Fire Series meters and assemblies. The bayonet mount allows positioning of the register in any of four orientations for visual reading convenience. The HR-E can be removed from the meter without disrupting water service.

Magnetic Drive: A direct-drive, high-strength magnetic coupling, through the meter body to the wetted magnet, provides reliable and dependable register coupling.

Local Indication: The HR-E face features an eight-dial mechanical odometer wheel stack and a flow finder with a calibrated test circle.

Tamper-Resistant Features: Unauthorized removal of the HR-E is inhibited by the option of a tamper detection seal wire screw, tamper-resistant TORX[®] seal screw, or the proprietary tamperresistant keyed seal screw. Each can be installed at the meter site or at the factory.

Construction: The housing of the HR-E is constructed of a strengthened glass lens top and a corrosion-resistant metal bottom. Internal construction materials are thermoplastic for long life and high reliability. The encoder gearing is self-lubricating thermoplastic to minimize friction and provide long, reliable life. The shroud assembly is thermoplastic.

Temperature: The operating range of the HR-E is - 40...140° F (-40...60° C). The water meter should not be subjected to temperatures below freezing.

Sealing: The HR-E encoder is permanently sealed to eliminate the intrusion of moisture, dirt or other contaminants. The HR-E achieves true water resistance due the unique adhesive technology used to seal the glass dome to the corrosion-resistant metal bottom. Due to this sealing process, the HR-E exceeds all applicable requirements of AWWA Standard C707. With leak rates less than 10-6 cc/sec, as tested by a helium mass spectrometer, the HR-E is suitable for installation in all environments, including meter pits subject to continuous submergence.

Electrical: The electronic circuitry is designed to provide immunity to electrical surges and transients per IEC1000-4-2, IEC1000-4-4. Operation of the HR-E is dependent on the wire length limitations of connected AMR/AMI equipment.



SPECIFICATIONS

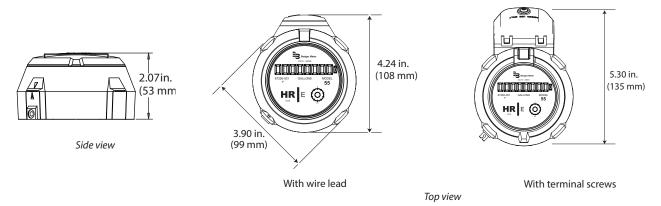
Encoder Type	Straight reading, permanently sealed, magnetic drive
Unit of Measure	U.S. Gallons, Cubic Feet, Cubic Meters, clearly identified on encoder face
Number Wheels	Eight with 5/32 inch high numerals
Test Circle	360° circle with ten major increments, ten divisions each
Weight	10 ounces
Humidity	0100% condensing when equipped with potted lead wire, 095% non-condensing with screw-terminal wire connections
Temperature	– 40…140° F (– 40…60° C)
Signal Output	Industry Standard ASCII Format
Visual Resolution	1/100th of Test Circle
Electronic Resolution	8-dial resolution for AMR/AMI; 4, 5, 6, 7 or 8-dial resolution for BadgerTouch
Signal Type	3-wire synchronous for AMR/AMI solutions (red=clock/power, black=ground, green=data) 2-wire asynchronous for Touch solutions
Power Source	External

Operating Characteristics: The reading obtained by an AMR/AMI device is sensed directly from the position of the encoder's odometer using internal LED light paths to determine the exact position of each number wheel. This technology eliminates electromechanical contacts that could wear out, and provides greater long-term performance.

Wire Connections: The HR-E is available with an in-line connector for easy connection and installation to AMR/AMI endpoints. It is also available with a flying lead for a field splice connection or fully prewired to an AMR/AMI endpoint. A terminal screw version of the HR-E is also available. This version features a tamper-resistant cap over the three-wire terminals. The HR-E with terminal screws is designed for indoor installations in protected environments such as residential basements.

Product Data Sheet

DIMENSIONAL DRAWINGS



MEASUREMENT RESOLUTION

The minimum electronic resolution of the HR-E is as noted below (8-Dial Reading). To verify the correct resolution for your application, contact Badger Meter Customer Service.

Recordall Disc Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft ³)	8-Dial Resolution (m ³)	Fire Service Series	8-Dial Resolution (gal)	8-Dial Resolution (ft ³)	8-Dial Resolution (m ³)
M25/MLP	5/8	0.1	0.01	0.001	3 in.	1	0.1	0.01
M25/MLP	3/4	0.1	0.01	0.001	4 in.	1	0.1	0.01
M35	3/4	0.1	0.01	0.001	6 in.	10	1	0.1
M40	1	0.1	0.01	0.001	8 in.	10	1	0.1
M55	1	0.1	0.01	0.001	10 in.	10	1	0.1
M70	1	0.1	0.01	0.001				
M120	1-1/2	1	0.1	0.01				
M170	2	1	0.1	0.01				

Recordall Turbo Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft ³)	8-Dial Resolution (m ³)	Recordall Compound Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft ³)	8-Dial Resolution (m ³)
T160	1-1/2	1	0.1	0.01	High Side T200	2	1	0.1	0.01
T200	2	1	0.1	0.01	Low Side M25	2	0.1	0.01	0.001
T450	3	1	0.1	0.01	High Side T450	3	1	0.1	0.01
T1000	4	1	0.1	0.01	Low Side M25	3	0.1	0.01	0.001
T2000	6	10	1	0.1	High Side T1000	4	1	0.1	0.01
T3500	8	10	1	0.1	5	4	I	0.1	
T5500	10	10	1	0.1	Low Side M35	4	0.1	0.01	0.001
T6200	12	100	10	0.1	High Side T2000	6	10	1	0.1
T6600	16	100	10	1	Low Side M35	6	0.1	0.01	0.001
T10000	20	100	100	1	Resolution stated	as ind	ividual high an	d low readings	5.

Making Water Visible®

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ORION® Water Endpoints

Cellular LTE Endpoint

DESCRIPTION

The ORION[®] Cellular endpoint is an innovative, two-way water endpoint that utilizes existing cellular infrastructure to efficiently and securely deliver meter reading data to the utility via the reliable cellular network.

The Cellular endpoint is a member of the time-tested ORION family of products from Badger Meter, designed for maximum flexibility. Since 2002, the ORION product family has provided comprehensive Advanced Metering Analytics (AMA) for interval meter reading and data capture using both one-way and two-way communications.

FUNCTIONALITY

Operation: The endpoint communicates with the encoder and captures 15-minute interval read data and meter status information. On a regular schedule (up to twice per day) the endpoint then automatically broadcasts the information, including endpoint status information, via the cellular network to the BEACON[®] AMA software.

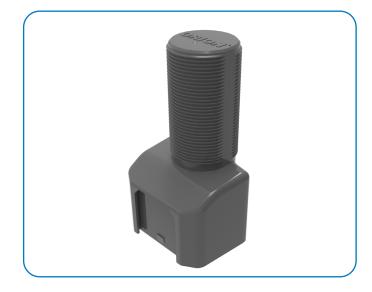
Activation: All ORION Cellular LTE endpoints are shipped in an inactive, non-transmitting state. The endpoints offer a Smart Activation feature. After installation, the endpoint begins broadcasting data when the encoder senses the first usage of water. No field programming or special tools are required. Alternatively, the Badger Meter IR Communication Device can be used to activate the endpoint and verify the encoder connection.

Successful endpoint function can be confirmed through a web app demonstrating that communication has been verified to both the encoder and the network.

Broadcast Mode: The endpoint broadcasts fixed network reading data through the secure existing cellular network within the service area. The endpoint also transmits a mobile message to support troubleshooting in the field.

Data Storage: The endpoint stores 42 days of 15-minute data.

Output Message: The endpoint broadcasts its unique serial number, meter reading data, and applicable status indicators. Each message is securely transported to the BEACON AMA software via Virtual Private Network (VPN) using Advanced Encryption Standard (AES) 256.



APPLICATION

Configurations: The endpoint is a multi-purpose endpoint that can be deployed in indoor, outdoor and pit applications. The electronics and battery assembly are fully encapsulated in epoxy for environmental integrity. The endpoint is available with a connector assembly for ease of installation.

Meter Compatibility: When attached to a Badger Meter High Resolution Encoder, the endpoint is compatible with all current Badger Meter Recordall® Disc, Turbo Series, Compound Series, Combo Series and Fire Service meters and assemblies, and with E-Series® Ultrasonic, E-Series® Ultrasonic Plus, and ModMAG® electromagnetic flow meters.

Encoder Compatibility: ORION Cellular LTE endpoints are suitable for use with Badger Meter High Resolution Encoders as well as the following Badger Meter approved three-wire encoder registers that have a manufacture date within 10 years of the current date as long as the encoder has three wires connected to it and is programmed into the three-wire output mode for AMR/AMI: Honeywell® (Elster) ScanCoder® encoder with Sensus® protocol module and evoQ4 meter (encoder output); Master Meter® Octave® Ultrasonic meter encoder output; Metron-Farnier Hawkeye; Mueller Systems 420 Solid State Register (SSR) LCD; and Sensus iPerl®.



Product Data Sheet

SPECIFICATIONS

	5.125 in. (130 mm) (H)				
Dimensions	1.75 in. (44 mm) Diameter at top				
	2.625 in. (W) x 2.875 in. (D) at base 67 mm (W) x 73 mm (D) at base				
Broadcast Network	LTE cellular network, with fallback to 3G where LTE is unavailable. Mobile backup frequency is FCC-regulated 902928 MHz frequency hopping modulation				
Operating Temperature Range					
Storage, Meter Reading and Mobile Backup	–4060° C (–40140° F)				
Cellular Communications	–2060° C (–4140° F)				
Humidity	0%100% condensing				
Battery	One (1) lithium thionyl chloride D cell (nonreplaceable)				

Construction: All ORION Cellular endpoints are housed in an engineered polymer enclosure with an ORION RF board, battery and antenna. To ensure long-term performance, the enclosure is fully potted to withstand harsh environments and to protect the electronics in flooded or submerged pit applications.

Wire Connections: ORION Cellular endpoints are available with in-line connectors (Twist Tight[®] or Nicor[®]) for easy installation and connection to compatible encoders/meters. The endpoints are also available with flying leads for field splice connections. Other wire connection configurations may be available upon request.

FEATURES

Communication Type	Two-way
Application Type	Control/Monitor
Reading Interval Type	15-minute
Encoder Compatibility	Absolute
Fixed Network Reading	\checkmark
Premise Leak Detection	\checkmark
Cut-Wire Indication	\checkmark
Reverse Flow Indication	\checkmark
No Usage Indication	\checkmark
Encoder Error	\checkmark
Low Battery Indication	\checkmark
Remote Programming	\checkmark
Remote Clock Synchronization	\checkmark
Firmware Upgrades	\checkmark

License Requirements:	ORION Cellular LTE endpoints comply with Part 15, Part 22, Part 24, and Part 27 of the FCC Rules. No license is required by the utility to operate an ORION meter reading system. This device complies with Industry Canada license-exempt RSS standard(s).
Transportation:	WARNING: The operation of transmitters and receivers on airlines is strictly prohibited by the Federal Aviation Administration. As such, the shipping of radios and endpoints via air is prohibited. Please follow all Badger Meter return and/or shipping procedures to prevent exposure to liability.
Warning:	To reduce the possibility of electrical fire and shock hazards, never connect the cable from the endpoint to any electrical supply source. The endpoint cable provides SELV low voltage limited energy power to the load and should only be connected to passive elements of a water meter register.
Caution:	The endpoint batteries are <i>not</i> replaceable. Users should make no attempt to replace the batteries.

SMART WATER IS BADGER METER

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City Council Meeting

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #5 (Possible Action)

Title: Consider and take appropriate action regarding a change order for the street overlay project with Anderson Asphalt & Concrete Paving, LLC.

Department: Administration

Contact: Public Works Director, Josh Little

Recommendation: Staff Recommend approving Change Order as Presented.

Background: Anderson Asphalt & Concrete Paving, LLC completed pavement of the project. However, the amount of asphalt laid was greater than originally intended. The contractor completed the work and then informed the City that it had gone over the quantities. This is out of order as their work resulted in going over the contract amount. The areas that went over were along Jackson, Harmonson and Denton.

There were portions of the old street that were 20' wide, the newly installed pavement was installed at a more consistent width of 23'-24'. The amount of asphalt laid appears to check out and the end product is a street that is more in-line with current standards, but the order and communication was not in-line with City expectations. The additional amount needed to pay for what was installed is \$55,787.01. The total amount for the change order was \$95,711.02 but there was contingency remaining to cover roughly \$40,000 of that amount.

Funding remains available in the street maintenance fund to cover the additional expense.

City Attorney Review: N/A

Attachments: Change Order Request

A NDERSON ASPHALT & CONCRETE PAVING, LLC		Dallas, ⁻ Fax	O. Box 541704 TX 75354-1704 214.352.3400 214.352.3402
		Email: info@a	aacpaving.com
CONTRACT CH	IANGE ORDER		
Contract #	CH220601		
Change Order # 02	Date: 10/31/2022		
City of Justin Customer: 415 N. College Street, Address: Justin, Texas 76247 City State Zip: Josh Little Job Contact:	STREET IMPROVEMEN MISC. ASPHALT PAVEN Job Name: Various Streets Job Address: Justin, Texas 76247 City: (940) 648-2541 ext. 117 Contact Ph#		
This change order includes all materials, labor and equipme the total contract as indicated; the work below to be comple (CHANGE ORDER #2)		•	d to adjust
 6 2" Full Depth Mill (Additional Qty.) 7 2" Type D DGHMA (PG 64-22) including Prime Coat CO1 Cement Stabilization (8") (40 lbs/sy) 	4,326 SY 4,326 SY 2,274 SY	2.00 13.07 14.30 TOTAL	8,652.00 56,540.82 32,518.20 95,711.02
4 Project Signs (DEDUCTIVE)	-2 EA	1,000.00	-2,000.00
		TOTAL	95,711.02
	Cost: \$	95,71	11.02
	Sales Tax: \$		0
	Total: \$	95,71	11.02
THIS CHANGE ORDER IS SUBJECT TO THE TERMS	S AND CONDITIONS OF THE ORIGI	NAL CONTRACT	
C	Driginal Contract Amount: \$	656,650	6.00
	Change Orders to Date: \$	58,574	4.40
An	nount this Change Order: \$	95,71	1.01
	Job Total to Date: \$	810,94	1.41
Cory Henneberg			
Authorized Signature	Authorized Represent	ative	
Cory Henneberg	Printed Name		

10/31/2022 Date:

Date:

City Council Meeting

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #6 (Possible Action)

Title: Consider and take appropriate action to award contract to Maja Commercial Janitorial Services, LLC in the amount of \$56, 816.49 for Municipal Janitorial Services.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Approve/Deny award of contract to Maja Commercial Janitorial Services, LLC in the amount of \$56,816.49 for Municipal Janitorial Services.

Background:

The city received one bid from the RFP that was released for Municipal Janitorial Services from Maja Commercial Janitorial Services, LLC.

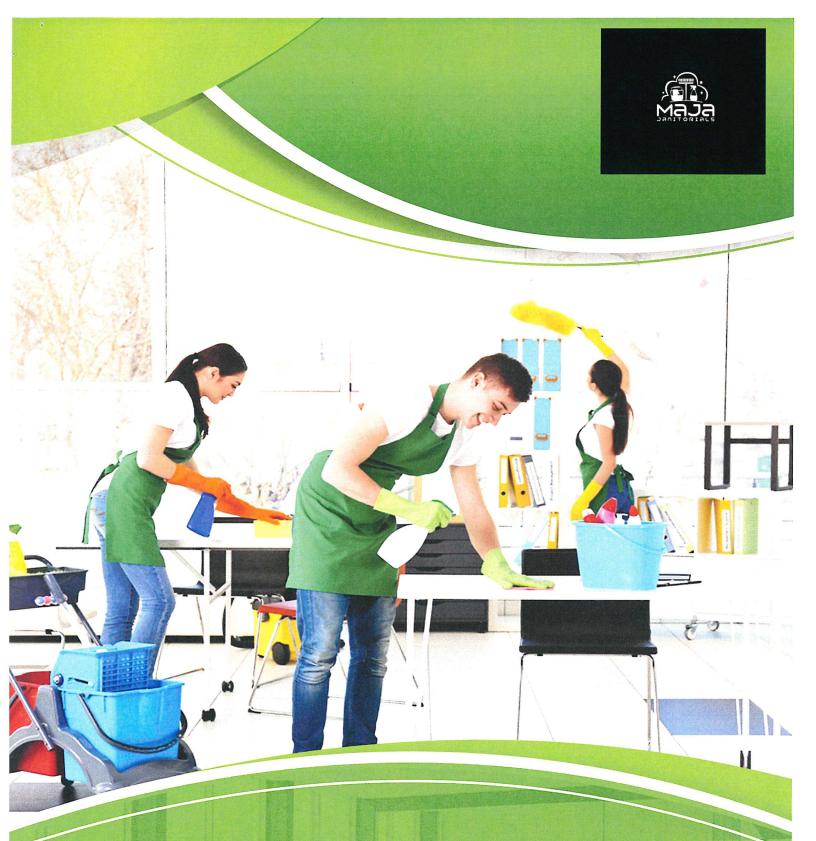
Historically, the city has had a full-time position to fulfill the municipal maintenance services for the city and facilities. The Janitorial services contract would replace the full-time position on a contractual basis, if approved.

The cost for a full-time employee is \$49,026.88 and janitorial supplies around \$1,500. The annual services contract bid is for an annual total of \$56,816.49, with supplies provided by Maja Commercial Janitorial Services, LLC. per the contract. The Janitorial Services will be provided nightly for City Hall, Police Department and scheduled once a week for the Public Works admin facility. The Library will be fully serviced on Mondays as they are closed, with bathrooms and trash services nightly. The Library program room and PD supplimental office are also included in the contract. The schedule was confirmed by Department heads and is in line with the previous Municipal Maintenance staff schedule.

All references have been checked, and of the three, all had nothing but great things to say about the services.

City Attorney Review: N/A

Attachments: 1. Maja Proposals



Quality Cleaning, Affordable Prices

Maja Commercial Janitorial Services, LLC

www.majajanitorial.com

For City Of Justin 11/29/2022 415 N. College Ave., Justin, Texas, 76247 *r* .

CITY OF JUSTIN

Maja Commercial Janitorial Services, LLC provides cleaning services for office and industrial buildings. It is our hope that when you consider contracting these services for your facility, you will have at hand this brief introduction to our company— Maja Commercial Janitorial Services, LLC was founded to deliver superior quality and was soon distinguished for its technology based quality control system and management practices. Primarily by referral, our client list has grown to include major offices and industrial buildings. More importantly, it still includes many of our original clients.

WE OFFER

CUSTOMER SERVICE.

Regular on site quality control is designed to anticipate the client's needs; and a call from a client at any time of the day or night will be answered by immediate action to correct a problem or fulfill a special request.

CONSISTENT QUALITY.

Consistency and Quality are the pillars of our service standards. We hold ourselves accountable by performing thorough and Routine Quality Control Inspections.

EXPERIENCE.

Over the years we worked hard at not just solving existing problems for our clients, but we've learned how to predict and prevent most recurring challenges as well.

RESOURCES.

Since we serve facilities and buildings just like yours throughout the area, we have the equipment and personnel ready to deal with any contingency and provide continuity of service.

HUMBLY SUBMITTED

Austin Weedor

Sales/Operations Manager

Maja Commercial Janitorial Services, LLC

817-813-6252

1 THIS CLEANING SERVICES AGREEMENT

THIS CLEANING SERVICES AGREEMENT (the "Agreement") is entered into on 11/29/2022 (the "Effective Date") by and between Maja Commercial Janitorial Services, LLC (hereinafter the "Company"), located at (5801Golden Tringle Blvd Suite 103 MBM 108, Fort Worth, Texas, 76244) and City of Justin (hereinafter the "Client"), located at () (referred to collectively herein as the "Parties," and individually as a "Party").WHEREAS, Client desires for the Company to provide certain cleaning services to Client at the location described below (the "Premises"); and WHEREAS, Company desires to offer such cleaning services to Client in accordance with the terms and conditions contained herein.NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

2 CLEANING SERVICES & LOCATION

2.1 CLEANING SERVICES Company shall provide the cleaning services (collectively the "Services") as provided in , EXHIBIT B ("Project Work")

2.2 THE PREMISES Company shall provide the Services at the following location(s): 415 N. College Ave., Justin, Texas, 76247...

3 SERVICE COMPENSATION

Client shall compensate Company for the Services (See EXHIBIT B for specific services to be rendered) at the agreed price(s) listed below. Company shall furnish an invoice to Client detailing activities performed during the preceding month. Client shall pay the Contractor within fifteen days after the receipt thereof. All invoices are payable to Company at (5801Golden Tringle Blvd Suite 103 MBM 108, Fort Worth, Texas, 76244). Client shall not be responsible for any payment to Company for any additional services or expenses that are not specifically included in this Agreement except upon agreement in writing by both Parties. The Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

3.1 CLEANING COMPENSATION.

Client shall compensate Company for the following Services (See EXHIBIT A for specific services to be rendered) at the price o\$426.67 per month.

3.2 PERIODIC PROJECT WORK COMPENSATION

Client shall compensate Company for the following Services (See EXHIBIT B for specific services to be rendered) at the prices listed below. The price listed below does NOT include taxes.

3.2.A REPEATED PROJECT WORK PRICING:

DAILY PORT TASKS

AREA SERVICED	FREQUENCY	MONTHLY PRICE
City Council Chambers	6xmonth	\$426.67 (\$71.11 Per Service)

Total: 426.67

4 EQUIPMENT & SUPPLIES

4.1 **EQUIPMENT** Company will furnish all labor, transportation, equipment and cleaning chemicals requisite to the performance of these Services, except as otherwise specified in the attached exhibits and listed supplies below.

4.2 SUPPLIES Client will provide consumable products such as, but not limited to, toilet paper, paper towels, hand soap and trash liners.

5 TERM & TERMINATION.

- 5.1 TERM This Agreement shall be effective upon execution by Client for a period of twelve (12) months, unless sooner terminated under the terms set forth below.
- 5.2 **TERMINATION** This Agreement may be terminated by either Party hereto upon a thirty (30) day written notice to the non-terminating party...
- 5.3 AUTOMATIC RENEWAL. After the natural expiration of the term of this twelve (12) month Agreement, this Agreement will automatically convert to a month-to-month agreement between Client and Company. All the Services will be subject to the terms and conditions of this Agreement, but will be terminable upon either Party giving one (1) month's written notice to the other Party.

6 KEYS.

Client shall issue essential keys upon award of the Agreement for all service locations. Company shall sign for said keys. Company shall return all issued keys at the termination of this Agreement.

7 ACCESS

The hours of service shall be after 6:00 p.m., unless otherwise specified. All federal holidays are excluded from service unless otherwise specified.

8 PHOTO IDENTIFICATION

Company's employees will wear a photo identification ("ID") badge, a professional uniform and will have completed Company's employee training program.

9 INDEPENDENT CONTRACTOR.

Neither Party shall, for any purpose, be deemed to be an agent of the other Party and the relationship between the Parties shall only be that of independent contractors. Neither Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

10 NON-SOLICITATION OF EMPLOYEES

Client agrees and covenants not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee and/or contractor of the Company during the effective term of this Agreement and for a period of one (1) year after the termination of this Agreement.

11 INDEMNIFICATION.

The Company shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith. The Customer agrees to indemnify the Company and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Company in the execution of this Agreement, except as a result of the Company's gross negligence, willful misconduct or bad faith. The Company shall not be liable for loss of, or damage to, personal property while rendering the Services unless such loss or damage is a direct result of the Company's negligence.

12 WARRANTY.

The Company shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in the Company's industry.

13 COMPLIANCE WITH LAW.

All work and services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the Parties.

FORCE MAJEURE. 15

In the event that the performance of any of the covenants of this Agreement shall be prevented by an act of God, acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, the Client and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above-mentioned event, Company grants Client the right to reschedule the performance(s) under the same terms and conditions of this Agreement.

AMENDMENT. 16

This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

GOVERNING LAW. 17

This Agreement shall be construed in accordance with the laws of the State of Texas.

SEVERABILITY. 18

The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

ATTORNEYS' FEES. 19

In case of failure to faithfully perform the terms and covenants herein set forth, the defaulting Party shall pay all costs, expenses, and reasonable attorneys' fees resulting from the enforcement of this Agreement or any right arising out of such breach.

ASSIGNMENT. 20

Neither Party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other Party.



WAIVER.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.



The Company, at its own cost and expense, shall procure and maintain throughout the Term of this Agreement (a) a workers' compensation insurance policy for the protection of its employees engaged in work under this Agreement and (b) a comprehensive liability insurance and property damage insurance policy to cover claims of injury to or death of any person, or of damage to or destruction of any property arising from or in connection with the Services hereunder. A certificate of such insurance policies shall be provided by Company to Client prior to the date in which Company shall begin the Services defined herein for Client.



The Parties have executed this Cleaning Services Agreement as of the date first written above.

23.1 SIGNATURE LINES

MAJA COMMERCIAL JANITORIAL SERVICES, LLC Company	CITY OF JUSTIN
By: Austin Weedor	Ву:
Name (printed): AUSTIN WEEDOR	Name (printed):
Title: SALES/OPERATIONS MANAGER	Title:
Date: 11/29/2022	Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2022

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OTH-ER

EACH OCCURRENCE

PER STATUTE

AGGREGATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: SUPPORT@nextin PRODUCER FAX (A/C, No): Next First Insurance Agency, Inc. PO Box 60787 support@nextinsurance.com Palo Alto, CA 94306 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Next Insurance US Company 16285 INSURED INSURER B DBA Maja Commercial Janitorial Services 5801 Golden Triangle Blvd Ste 103 Fort Worth, TX 76244 INSURER C INSURER D INSURER E INSURER F COVERAGES CERTIFICATE NUMBER: 848625879 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) INSR TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD COMMERCIAL GENERAL LIABILITY х EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 CLAIMS-MADE X OCCUR \$100,000.00 \$15,000.00 MED EXP (Any one person) A NXTLM7I6JA-02-GL 07/21/2022 07/21/2023 PERSONAL & ADV INJURY s1,000,000.00 \$2,000,000.00 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE X POLICY PRO-JECT LOC PRODUCTS - COMP/OP AGG \$2,000,000.00 S OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY S ANY AUTO BODILY INJURY (Per person) s SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY s

YPROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT NIA E.L. DISEASE - EA EMPLOYEE s (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$25.000.00 Each Occurrence: Contractors Errors and Omissions NXTLM7I6IA-02-GL 07/21/2022 07/21/2023 Aggregate: \$50,000.00 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Proof of Insurance. CANCELLATION CERTIFICATE HOLDER DBA Maja Commercial Janitorial Services 5801 Golden Triangle Blvd Ste 103 Fort Worth, TX 76244 LIVE CERTIFICATE 目的怒烈日 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Âγ H

Click or scan to view

ACORD 25 (2016/03)

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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

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PRODUC		E OR PRODUC urance Agency, I	ER, AND THE CERTIFICATE HOLDER.	CONTACT					
	PO Box 6078 Palo Alto, CA	7	nc.	NAME: PHONE (A/C. No. Ext); (8)	55) 222-5919		FAX		
	Palo Alto, CA	94300			pport@nextinsurand	ce.co	(A/C, No)	:	
				PRODUCER CUSTOMER ID:					
					INSURER(S) AFFOI	RDIN	G COVERAGE		NAIC #
INSURE		mmercial Janitori Triangle Blvd Ste		INSURER A : St	ate National Insurar	nce C	ompany, Inc.	1	2831
	Fort Worth, T			INSURER B :					
				INSURER C :					
				INSURER D :			•		
				INSURER E :					
001/5	RAGES		CERTIFICATE NUMBER: 848625879	INSURER F :		0.5	VISION NUMBER:		
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	TYPE OF IN		SUCH POLICIES. LIMITS SHOWN MAY HAV	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)		COVERED PROPERTY		LIMITS
	PROPERTY						BUILDING	s	
CA	AUSES OF LOSS	DEDUCTIBLES					PERSONAL PROPERTY	\$	
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	BROAD	CONTENTS	-				EXTRA EXPENSE	s	
	SPECIAL						RENTAL VALUE	s	
	EARTHQUAKE						BLANKET BUILDING	s	
	WIND		_				BLANKET PERS PROP	s	
	FLOOD		_				BLANKET BLDG & PP	S	
-			_					5	
×			7/75 05 20/10/					5	
-	USES OF LOSS	1.	TYPE OF POLICY Contractors Equipment			X EQUIPMENT		\$ 3,000.0	
				07/27/2022	07/27/2023	X	MISC TOOLS	\$ 600.00 \$ 3,000.0	2010
x	OPEN PERILS		NXT44VKLXT-00-IM			^	BORROWED TOOLS	\$ 5,000.0	0
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ACORD 24 (2016/03)

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Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

State National Insurance Company, Inc.

To get information or file a complaint with your insurance company or HMO: Call: Next First Insurance Agency, Inc.

Toll-free: 1-855-222-5919

Email: support@nextinsurance.com Mail: P.O. Box 60787 Palo Alto, CA 94306

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439 File a complaint: www.tdi.texas.gov Email: ConsumerProtection@tdi.texas.gov Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.



NXT-N01-IL-TX 1220

Page 1 of 2

State National Insurance Company, Inc.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Next First Insurance Agency, Inc.

Teléfono gratuito: 1-855-222-5919

Correo electrónico: support@nextinsurance.com Dirección postal: P.O. Box 60787 Palo Alto, CA 94306

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439 Presente una queja en: www.tdi.texas.gov Correo electrónico: ConsumerProtection@tdi.texas.gov Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



NXT-N01-IL-TX 1220

Figure: 28 TAC §1.601(a)(2)(B)

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Next Insurance US Company

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Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.



NXUS-N01-IL-TX 1220

Page 1 of 2

Next Insurance US Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Next First Insurance Agency, Inc.

Teléfono gratuito: 1-855-222-5919

Correo electrónico: support@nextinsurance.com Dirección postal: P.O. Box 60787 Palo Alto, CA 94306

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EXHIBIT B RECURING PROJECT WORK

DAILY PORT TASKS

- Court setup & breakdown of tables & chairs
- Park Board Meeting setup/breakdown tables & chairs
- Council Meeting setup/breakdown tables & chairs
- P&Z Meeting setup
- EDC/CDC Meeting set up
- Clean and disinfect tabletops, and podiums.
- Dust and sanitize computer areas.
- Ensure that high-traffic areas are free of hazard
- Maintain entrances free and clear of hazards.
- Promptly clean up any notable floor spills.
- Check/replace improperly working facility lights
- Empty full trash cans as necessary.
- Remove any trash or items left behind.
- Keep dumpster areas clean and free of debris.

AREAS SERVICED	FREQUENCY
City Council Chambers	• 6 x month

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #7 (Possible Action)

Title: Consider and act upon a Preliminary Plat for Traditions Phase I generally located southwest from Strader Lane and FM 407.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Recommendation: Staff recommends approval based on the plat meeting all of the requisite regulations.

Background:

The Applicant is requesting a Preliminary Plat for Traditions Phase I for a total of 703 lots.

The development will be utilizing City water and sewer. The development is within a Municipal Utility District and is not in the City of Justin.

A Developers Agreement was approved on April 26, 2021, by City Council. All the standards in the preliminary plat conform to the Developers Agreement.

LOT / BLOCK SUMMARY							
	1A	1B	1C	TOTAL			
40' LOTS REAR ENTRY	3	-	129	132			
45 LOTS	4	101	111	216			
50' LOTS	14	150	191	355			
TOTAL	21	251	431	703			

P&Z Recommendation: The Commission unanimously recommended approval on December 6, 2022.

City Attorney Review: N/A

- 1. Map
- 2. Preliminary Plat

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #8 (Possible Action)

Title: Consider and take appropriate action approving a Final Plat for Timberbrook Phase 4B LOTS 60-96, 97X, BLOCK 14; LOTS 22-29, BLOCK 22; LOTS 1-42, BLOCK 23; LOTS 1-16, BLOCK 24; 7-14, BLOCK 25 generally located northwest of FM 407 and Boss Range Road.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Recommendation: Staff recommends approval based on the plat meeting all of the requisite codes.

Background:

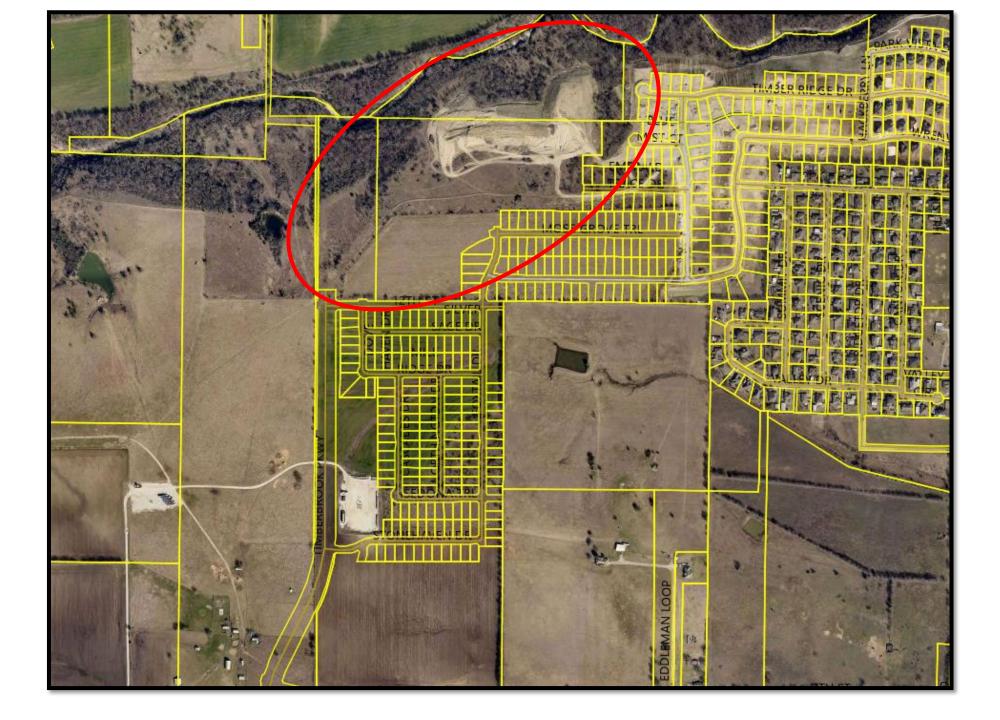
The Applicant is requesting a Final Plat for Timberbrook Phase 4B for 112 total lots.

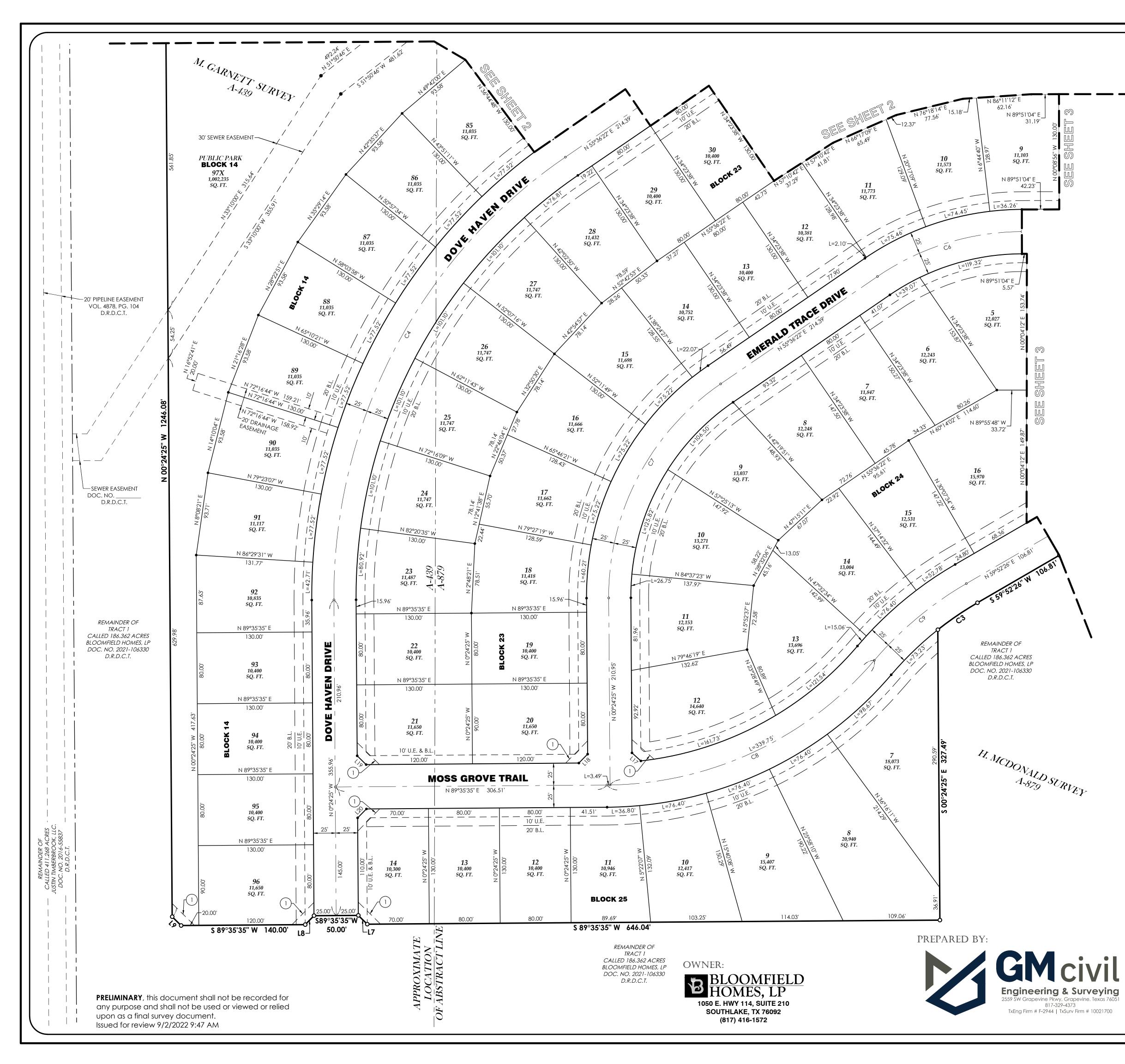
Block 97 X (23 acres) is dedicated as a Park and will be maintained by the HOA.

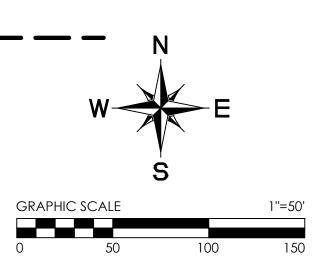
P&Z Recommendation: The Commission unanimously recommended approval on December 6, 2022.

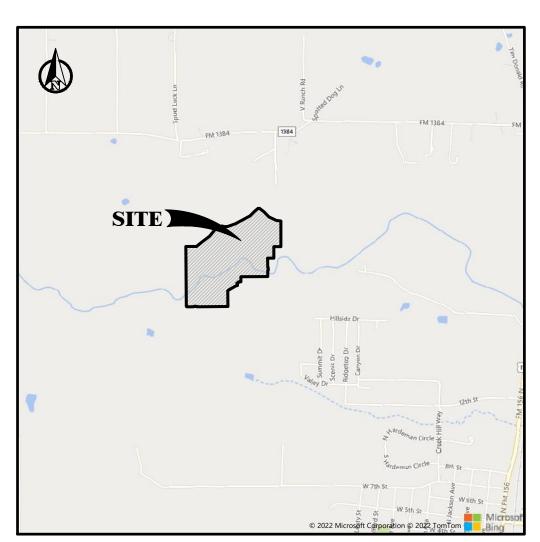
City Attorney Review: N/A

- 1. Aerial Map
- 2. Proposed Plat

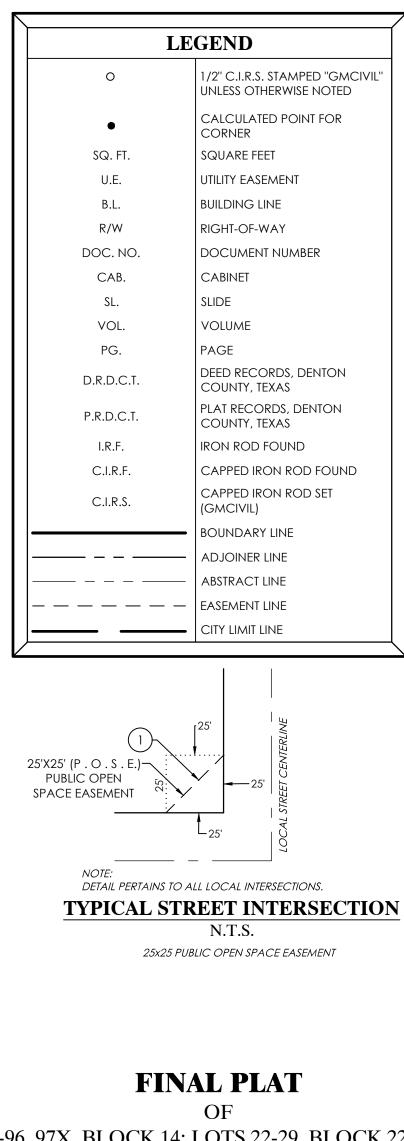








VICINITY MAP N.T.S.



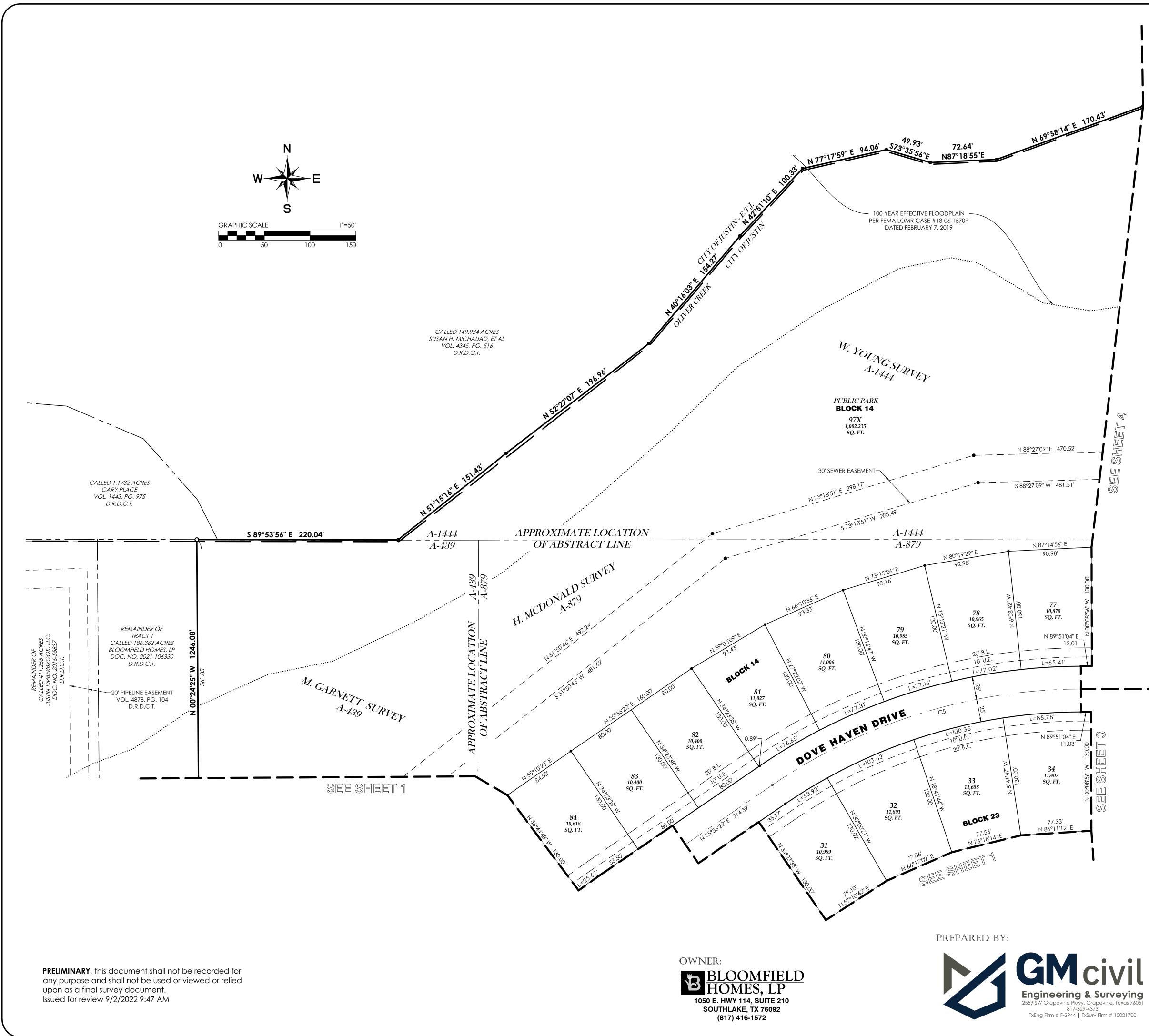
10666 - Timberbrook\COGO\PHASE 4B\10666-FPLAT PH4B-SHEETS.dwg

LOTS 60-96, 97X, BLOCK 14; LOTS 22-29, BLOCK 22; LOTS 1-42, BLOCK 23; LOTS 1-16, BLOCK 24; 7-14, BLOCK 25

TIMBERBROOK, PHASE 4B BEING

58.086 ACRES SITUATED IN THE W. YOUNG SURVEY, ABSTRACT No. 1444 M. GARNETT SURVEY, ABSTRACT No. 439 H. MCDONALD SURVEY, ABSTRACT No. 879 CITY OF JUSTIN, DENTON COUNTY, TEXAS 111 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS Date: September 2022

SEE SHEET 2 FOR LINE & CURVE TABLE



SITE DATA TABLE				
GROSS ACREAGE (TO BOUNDARY LINE)	58.086 AC.			
AREA OF PUBLIC STREETS	6.604 AC.			
NET ACREAGE	51.482 AC.			
AREA OF RESIDENTIAL LOTS	28.474 AC.			
AREA OF PRIVATE OPEN SPACE LOTS	23.008 AC.			
TOTAL NUMBER OF LOTS	112			
TOTAL NUMBER OF RESIDENTIAL LOTS	111			
TOTAL NUMBER OF OPEN SPACE LOTS	1			

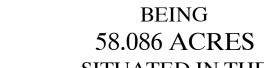
	LINE TABLE						
LINE #	BEARING	DISTANCE					
11	\$45°08'56''E	14.14'					
L2	\$89°51'04''W	8.98'					
L3	\$89°51'04''W	50.00'					
L4	S00°08'56''E	11.68'					
L5	\$41°40'52''W	14.90'					
L6	\$12°19'46''E	50.00'					
L7	N45°24'25''W	14.14'					
L8	\$44°35'35''W	14.14'					
L9	N45°24'25''W	14.14'					
L10	\$88°00'22''E	33.23'					
L11	N89°51'04''E	25.00'					
L12	\$44°51'04''W	14.14'					
L13	\$45°08'56''E	14.14'					
L14	\$44°51'04''W	14.14'					
L15	N44°51'04"E	14.14'					
L16	\$45°08'56''E	14.14'					
L17	N47°58'02''W	13.50'					
L18	\$44°35'35''W	14.14'					
L19	N45°24'25''W	14.14'					
L20	N44°35'35"E	14.14'					

CURVE TABLE							
CURVE #	URVE # RADIUS ARC LENGTH		DELTA ANGLE	CHORD BEARING	CHORD LENGTH		
C1	275.00'	23.03'	4°47'55''	\$80°04'11''W	23.02'		
C2	225.00'	69.89'	17°47'49''	\$68°46'20''W	69.61'		
C3	375.00'	54.05'	8°15'29''	\$55°44'41''W	54.00'		
C4	600.00'	586.57'	56°00'47''	N27°35'59"E	563.49'		
C5	600.00'	358.61'	34°14'42"	N72°43'43''E	353.30'		
C6	290.00'	173.33'	34°14'42"	\$72°43'43''W	170.76'		
C7	290.00'	283.51'	56°00'47''	\$27°35'59''W	272.35'		
C8	400.00'	343.24'	49°09'56''	\$65°00'37''W	332.81'		
C9	400.00'	135.76'	19°26'46"	\$50°09'02''W	135.11'		
C10	250.00'	77.65'	17°47'49''	\$68°46'20''W	77.34'		
C11	20.00'	25.62'	73°23'54"	\$36°50'53''E	23.90'		

FINAL PLAT OF

LOTS 60-96, 97X, BLOCK 14; LOTS 22-29, BLOCK 22; LOTS 1-42, BLOCK 23; LOTS 1-16, BLOCK 24; 7-14, BLOCK 25

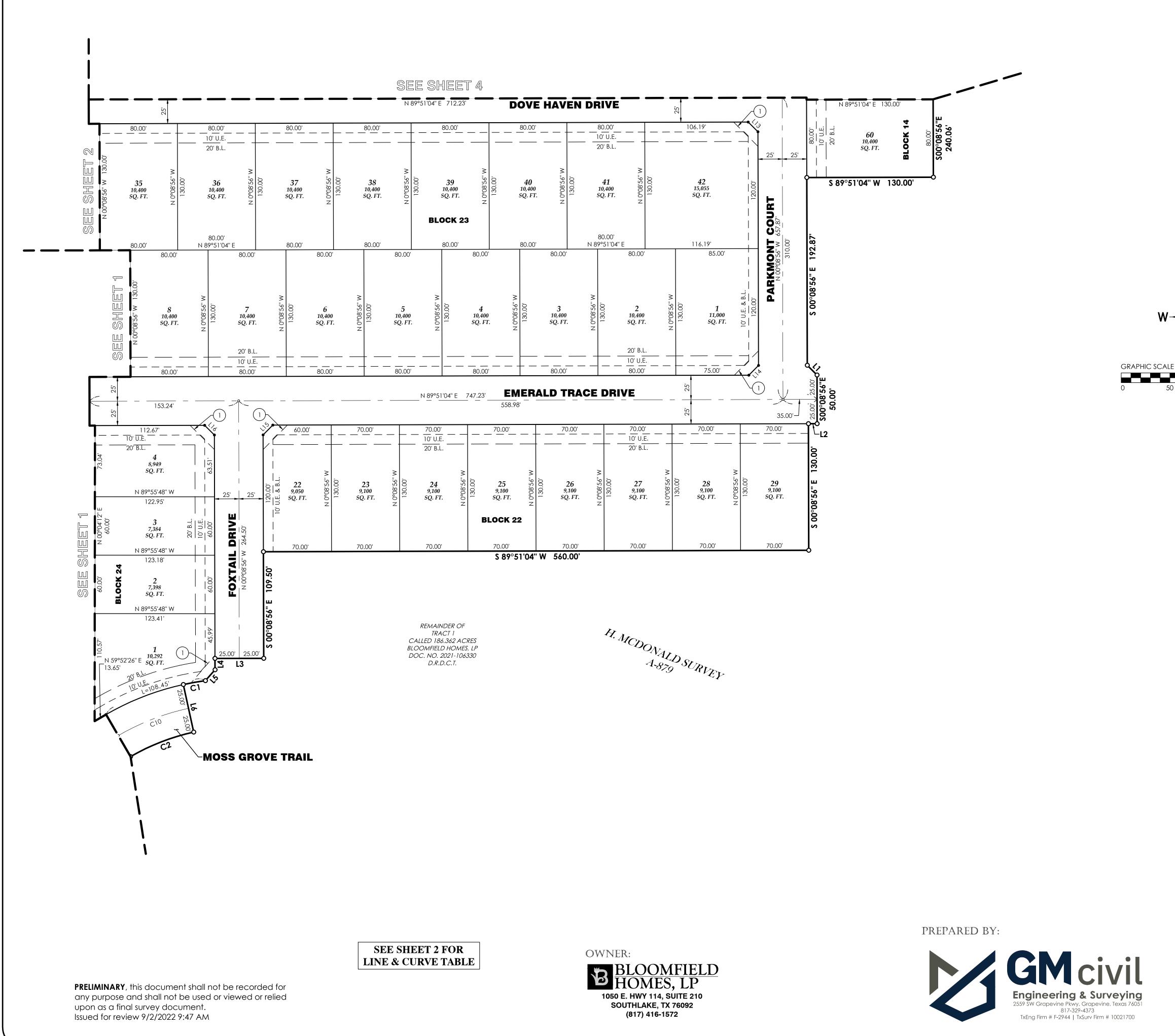
TIMBERBROOK, PHASE 4B



SITUATED IN THE W. YOUNG SURVEY, ABSTRACT No. 1444 M. GARNETT SURVEY, ABSTRACT No. 439 H. MCDONALD SURVEY, ABSTRACT No. 879 CITY OF JUSTIN, DENTON COUNTY, TEXAS 111 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS Date: September 2022

SHEET 2 of 4





GENERAL NOTES:

- 1. Bearings are oriented to Texas State Plane Coordinate System, North Central Zone (4202), North American datum of 1983 as derived from GPS observation.
- 2. All property corners are set with 1/2" iron rods with yellow plastic caps stamped "GMcivil", unless otherwise noted.
- 3. Selling a portion of this subdivision by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholdings of utilities and building permits.
- 4. According to the Flood Insurance Rate Map (FIRM) panel 48121C0480G, effective April 18, 2011. This subdivision is located in a portion of Flood Insurance Zone "A" being defined as "special flood hazard areas subject to inundation by the 1% annual chance flood (100-year)" with no base flood elevations determined, said floodplain being affected by FEMA LOMR CASE H18-06-1570P, Dated Feb. 7, 2019 and a portion of Flood Insurance Zone "X" (non-shaded), being defined as areas determined to be outside the 0.2% annual chance floodplain (500-year)
- 5. Any franchised public utility, including the City of Justin shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of its respective system on any of the easements shown on the Plat. Any franchised public utility including the City of Justin, shall have the right at all times of ingress and egress to to and from upon said easements for the purpose of constructing, reconstructing, inspection, patrol, maintaining, and adding or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
- 6. Public open space easements (P.O.S.E.) shall be indicated on all lots adjoining two (2) intersecting public streets and shall have a minimum dimension of twenty-five feet (25') along each portion adjacent to a public street right-of -way. Public open space easements (P.O.S.E.) shall be indicated on all lots adjoining (1) public street and an alley and/or an improved private street and shall have a minimum dimension of twenty feet (20') along the portion adjacent to an alley and/or approved private street.
- 7. Owner shall offer park land dedication in the final plat to the City in accordance with the City's park dedication requirements in effect as the Effective Date and the Owner's development plan, in the Owner's sole discretion. Concrete hike and bike trails shall be installed at a width of 6' in the floodplain and floodway. The concrete hike and bike trails shall be paid for with Assessments on the Property within the PIDs to the extent allowed by the law.
- 8. Lot 97X, Block 14 is shall be dedicated to the City of Justin and maintained by the Timberbrook Homeowner's Association.
- 9. All Drainage Easements shall be maintained by the Timberbrook Homeowner's Association.

FLOODPLAIN RESTRICTION

No construction, without the written approval of the City of Justin shall be allowed within a Floodplain easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such construction becoming a party to the request. These engineering studies shall be done in compliance with the FEMA (Federal Emergency Management Agency) guidelines which address acceptance studies, methods, and limits of work done inside the 100 year floodplain. Where construction is permitted, all finished floor elevations shall be a minimum of one (1) foot above the 100-year flood elevation.

The existing creek, creeks, lakes, reservoirs, or drainage channel traversing along or across portions of this addition, will remain as an open channel at all times and will be maintained by the owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots. The City of Justin will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Each property shall keep the natural drainage channels traversing adjacent to is property clean and free of debris, silt, or any substance which would result in unsanitary conditions and the City of Justin shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage channel, as in the case of all natural drainage channels, are subject to storm water over flow and natural bank erosion to an extent that cannot be definitely defined. The City of Justin shall not be reliable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structures within the natural drainage channels. The natural drainage channel crossing each lot is shown by the floodplain easement line as shown on the plot.

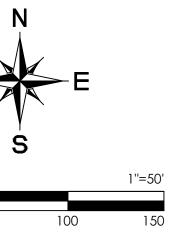
FINAL PLAT OF

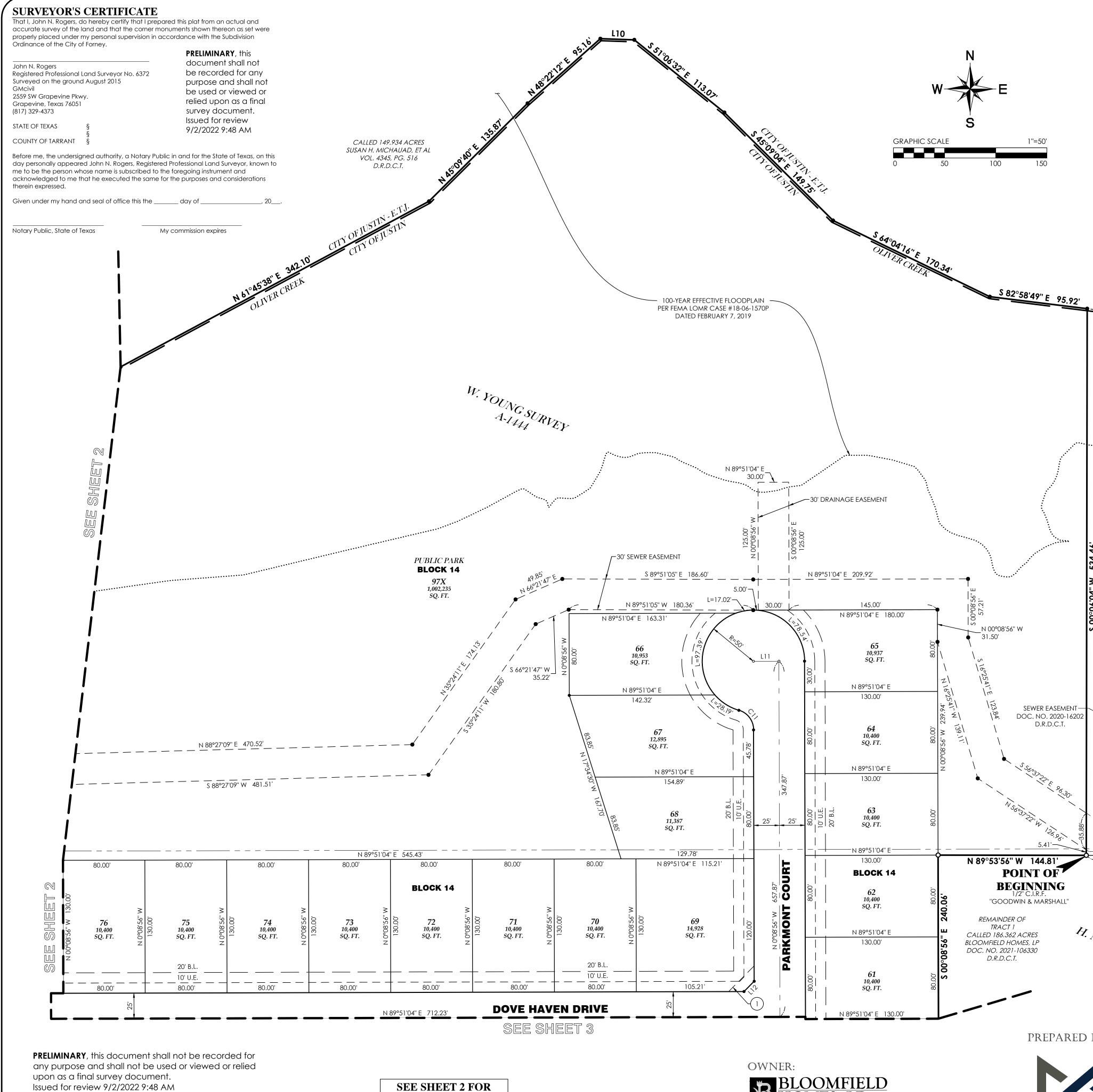
LOTS 60-96, 97X, BLOCK 14; LOTS 22-29, BLOCK 22; LOTS 1-42, BLOCK 23; LOTS 1-16, BLOCK 24; 7-14, BLOCK 25

TIMBERBROOK, PHASE 4B

BEING 58.086 ACRES SITUATED IN THE W. YOUNG SURVEY, ABSTRACT No. 1444 M. GARNETT SURVEY, ABSTRACT No. 439 H. MCDONALD SURVEY, ABSTRACT No. 879 CITY OF JUSTIN, DENTON COUNTY, TEXAS 111 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS Date: September 2022

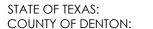
SHEET 3 of 4

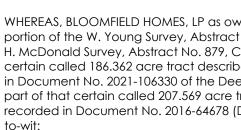




LINE & CURVE TABLE

OWNERS DEDICATION





BEGINNING at a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the most northerly Southwest corner of Timberbrook, Phase 3A recorded in Document No. 2021-266 of the Plat Records of Denton County, Texas (PRDCT), being in the South line of said 207.569 acre tract and being in the North line of said 186.362 acre tract, from which a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said Timberbrook, Phase 3A and the Northeast corner of said 186.362 acre tract bears South 89 deg. 53 min. 56 sec. East - 611.21 feet;

THENCE North 89 deg. 53 min. 56 sec. West along said North and South lines, a distance of 144.81 feet to a 1/2" capped iron rod set stamped "GMcivil" hereinafter referred to as 1/2" capped iron rod set;

THENCE South 00 deg. 08 min. 56 sec. East departing said North and South lines, a distance of 240.06 feet to a 1/2'' capped iron rod set;

THENCE South 89 deg. 51 min. 04 sec. West, a distance of 130.00 feet to a 1/2" capped iron rod set; **THENCE** South 00 deg. 08 min. 56 sec. East, a distance of 192.87 feet to a 1/2" capped iron rod set; **THENCE** South 45 deg. 08 min. 56 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set; **THENCE** South 00 deg. 08 min. 56 sec. East, a distance of 50.00 feet to a 1/2" capped iron rod set; **THENCE** South 89 deg. 51 min. 04 sec. West, a distance of 8.98 feet to a 1/2" capped iron rod set; THENCE South 00 deg. 08 min. 56 sec. East, a distance of 130.00 feet to a 1/2" capped iron rod set; **THENCE** South 89 deg. 51 min. 04 sec. West, a distance of 560.00 feet to a 1/2" capped iron rod set; THENCE South 00 deg. 08 min. 56 sec. East, a distance of 109.50 feet to a 1/2" capped iron rod set;

THENCE South 89 deg. 51 min. 04 sec. West, a distance of 50.00 feet to a 1/2" capped iron rod set;

THENCE South 00 deg. 08 min. 56 sec. East, a distance of 11.68 feet to a 1/2" capped iron rod set;

THENCE South 41 deg. 40 min. 52 sec. West, a distance of 14.90 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 275.00 feet, a central angle of 04 deg. 47 min. 55 sec., and being subtended by a chord which bears South 80 deg. 04 min. 11 sec. West - 23.02 feet;

capped iron rod set;

THENCE South 12 deg. 19 min. 46 sec. East non-tangent to said curve, a distance of 50.00 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 225.00 feet, a central angle of 17 deg. 47 min. 49 sec., and being subtended by a chord which bears South 68 deg. 46 min. 20 sec. West - 69.61 feet;

THENCE in a westerly direction along said curve to the left, a distance of 69.89 feet to a 1/2" capped iron rod set;

THENCE South 59 deg. 52 min. 26 sec. West tangent to said curve, a distance of 106.81 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the left, having a radius of 375.00 feet, a central angle of 08 deg. 15 min. 29 sec., and being subtended by a chord which bears South 55 deg. 44 min. 41 sec. West - 54.00 feet;

THENCE in a southwesterly direction along said curve to the left, a distance of 54.05 feet to a 1/2" capped iron rod set;

THENCE South 00 deg. 24 min. 25 sec. East non-tangent to said curve, a distance of 327.49 feet to a 1/2" capped iron rod set;

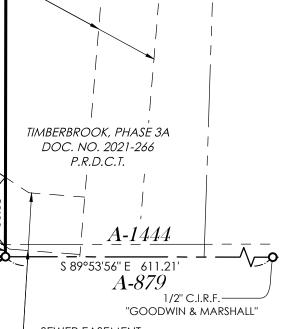
THENCE South 89 deg. 35 min. 35 sec. West, a distance of 646.04 feet to a 1/2" capped iron rod set; THENCE North 45 deg. 24 min. 25 sec. West, a distance of 14.14 feet to a 1/2" capped iron rod set;

THENCE South 89 deg. 35 min. 35 sec. West, a distance of 50.00 feet to a 1/2" capped iron rod set;

THENCE South 44 deg. 35 min. 35 sec. West, a distance of 14.14 feet to a 1/2" capped iron rod set;

THENCE North 45 deg. 24 min. 25 sec. West, a distance of 14.14 feet to a 1/2" capped iron rod set;

THENCE North 00 deg. 24 min. 25 sec. West, a distance of 1,246.08 feet to a 1/2" capped iron rod set in the North line of said 186.362 acre tract and being in the South line of a called 1.1732 acre tract described in a deed to Gary Place recorded in Volume 1443, Page 975 (DRDCT);



-SEWER EASEMENT DOC. NO. _ D.R.D.C.T.

H. MCDONALD SURVEY



1050 E. HWY 114. SUITE 210

SOUTHLAKE, TX 76092

(817) 416-1572



WHEREAS, BLOOMFIELD HOMES, LP as owner of that certain lot, tract, or parcel of land, situated in a portion of the W. Young Survey, Abstract No. 1444, the M. Garnett survey, Abstract No. 439, and the H. McDonald Survey, Abstract No. 879, City of Justin, Denton County, Texas, being part of that certain called 186.362 acre tract described as Tract 1 in a deed to Bloomfield Homes, LP recorded in Document No. 2021-106330 of the Deed Records of Denton County, Texas (DRDCT) and being part of that certain called 207.569 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2016-64678 (DRDCT), and being more completely described as follows,

THENCE in a westerly direction along said curve to the left, a distance of 23.03 feet to a 1/2"

THENCE South 89 deg. 35 min. 35 sec. West, a distance of 140.00 feet to a 1/2" capped iron rod set;

THENCE South 89 deg. 53 min. 56 sec. East along said North and South lines and the South line of a called 149.934 care tract described in a deed to Susan H. Michauad, ET AL recorded in Volume 4345, Page 516 (DRDCT), a distance of 220.04 feet to point for the Southwest corner of said 207.569 acre tract and being in the centerline of Oliver Creek;

THENCE in a northeasterly direction departing the North line of said 186.362 acre tract and continue along the North line of said 207.569 acre tract, the South line of said 149.934 acre tract and the centerline of said Oliver Creek the following sixteen (16) courses;

North 51 deg. 15 min. 16 sec. East, a distance of 151.43 feet to a point;

North 52 deg. 27 min. 07 sec. East, a distance of 196.96 feet to a point;

North 40 deg. 16 min. 03 sec. East, a distance of 154.27 feet to a point;

North 42 deg. 51 min. 10 sec. East, a distance of 100.33 feet to a point;

North 77 deg. 17 min. 59 sec. East, a distance of 94.06 feet to a point;

South 73 deg. 35 min. 56 sec. East, a distance of 49.93 feet to a point;

North 87 deg. 18 min. 55 sec. East, a distance of 72.64 feet to a point;

North 69 deg. 58 min. 14 sec. East, a distance of 170.43 feet to a point;

North 61 deg. 45 min. 38 sec. East, a distance of 342.10 feet to a point;

North 45 deg. 09 min. 40 sec. East, a distance of 135.87 feet to a point;

North 48 deg. 22 min. 12 sec. East, a distance of 95.16 feet to a point;

South 88 deg. 00 min. 22 sec. East, a distance of 33.23 feet to a point; South 51 deg. 06 min. 32 sec. East, a distance of 113.07 feet to a point;

South 45 deg. 09 min. 04 sec. East, a distance of 149.75 feet to a point;

South 64 deg. 04 min. 16 sec. East, a distance of 170.34 feet to a point;

South 82 deg. 58 min. 49 sec. East, a distance of 95.92 feet to a point for the Northwest corner of said Timberbrook Phase 3A;

THENCE South 00 deg. 06 min. 04 sec. West departing said North and South lines and the centerline of said Oliver Creek and continue along the West line of said Timberbrook, Phase 3A, a distance of 534.46 feet to the **POINT OF BEGINNING**, containing 2,530,232 square feet or 58.086 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, BLOOMFIELD HOMES, LP acting by and through the undersigned, their duly authorized agent, does hereby adopt this final plat of TIMBERBROOK, PHASE 4B, a subdivision to the City of Justin, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, rights-of-way, and public places thereon shown for the purpose and consideration therein expressed.

WITNESS our hand, this the ____ day of _____ . 20

BLOOMFIELD HOMES, LP a Texas Limited Partnership

- By: BLOOMFIELD PROPERTIES, INC.
- a Texas Corporation, General Partner

Donald J. Dykstra, President

STATE OF TEXAS:

COUNTY OF TARRANT:

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Donald J. Dykstra, President of Bloomfield Properties, Inc., the General Partner of Bloomfield Homes, LP, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

Inis ine ddy oi 20	this the _	day of	. 20
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Notary Public, State of Texas

My Commission Expires:

CERTIFICATE OF APPROVAL

This plat has been submitted to and considered by the Planning and Zoning Commission of the City of Justin, Texas, and is hereby approved by such Commission.

____, 20____

Dated this	day of	
	,	

Chairman

ATTEST

Secretary

The City Council of Justin on_ approve it for filing of record.

Mavor

ATTEST

City Secretary

FINAL PLAT OF

LOTS 60-96, 97X, BLOCK 14; LOTS 22-29, BLOCK 22; LOTS 1-42, BLOCK 23; LOTS 1-16, BLOCK 24; 7-14, BLOCK 25

TIMBERBROOK, PHASE 4B

BEING

58.086 ACRES

SITUATED IN THE W. YOUNG SURVEY, ABSTRACT No. 1444

M. GARNETT SURVEY, ABSTRACT No. 439 H. MCDONALD SURVEY, ABSTRACT No. 879 CITY OF JUSTIN, DENTON COUNTY, TEXAS 111 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS Date: September 2022

SHEET 4 of 4

_,20___, voted affirmatively to adopt this plat and

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #9 (Possible Action)

Title: Consider and take appropriate action approving Resolution 595-22 modifying the speed limit on Ovaletta Dr. to 25mph.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation:

Background:

During the last City Council meeting, Council requested to consider reducing the speed limit on Ovaletta Drive from the typical permitted speed of 30 mile per hour to 25 miles per hour as provided in the Texas Transportation Code. Approval of this resolution will reduce the permitted speed on Ovaletta Drive from Windmill Drive to where the street dead ends to the west.

City Attorney Review: N/A

Attachments: Resolution 595-22

RESOLUTION NO. # 595-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, IMPLEMENTING A REDUCED SPEED ON PORTIONS OF OVALETTA DRIVE; PROVIDING A REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 79th Legislature adopted House Bill 87 amending Section 545.356 of the Texas Transportation Code to allow municipalities to reduce the speed limit on certain types of streets to no less than twenty-five (25) miles per hour if the governing body determines that the prima facie speed limit on the road is unreasonable or unsafe; and,

WHEREAS, the City Council determines that the prima facie speed limit on Ovaletta Drive beginning at Windmill Drive to its terminus west of Northwest Street is unreasonable or unsafe; and,

WHEREAS, the City Council wishes to reduce the speed limit on the referenced segment of Ovaletta to twenty-five (25) miles per hour;

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

SECTION 1. That the speed limit for Ovaletta Drive beginning at Windmill Drive to its terminus west of Northwest Street is hereby established at twenty-five (25) miles per hour and that appropriate signage indicating the reduced speed shall be installed.

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

SECTION 3. This Resolution shall take effect upon approval.

DULY PASSED by the City Council of the City of Justin, Texas, on the 13th day of December 2022.

APPROVED:

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF JUSTIN,	TEXAS
RESOLUTION #	
APPROVED	

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #10 (Possible Action)

Title: Consider and take appropriate action regarding amendments to the Justin Economic Development Corporation and Community Development Corporation FY 2022-2023 budgets.

Department: Administration

Contact: Director of Strategic Services, Abbey Reece

Recommendation: Approve one or both amendments as presented.

Background: The EDC Board has approved a Service Agreement with EDP Best Practices, LLC. This service agreement includes a 3-5 year action plan for the board that will evaluate current programs and projects and set priorities to items that the board would like to see over the next few years. In conjunction with the city's comprehensive plan, the boards would like to have a more specific plan to meet the economic development needs of the city.

Pricing for this consultation is \$8,000. If approved, I would begin working with the consultant in January, and by the time the City's Comprehensive Plan is done we will be able to use some of that data to finalize the action plan.

The CDC Board has approved a façade/sign enhancement application for Bespoke Art Studio that will be located where the old florist shop was off FM 156.

The applicant's application includes updates/additional awnings, new signage, and a mural painting. The owner, Natalie, has been invited to attend to answer questions. The grant is a reimbursement program. All work would have to be completed and up to code/zoning requirements before the funding would be given to the applicant.

Council can approve one of both amendments to the EDC/CDC budgets.

City Attorney Review: N/A

- EDP Best Practices Service Agreement
 EDP Action Plan Summary
 Bespoke Grant Application
 EDC/CDC Budget Amendments

Date: October 6, 2022

To: Ms. Abbey Reece, Assistant to the City Manager, EDC Liaison Economic Development Corporation City of Justin 117 W. 4th Street, Justin, Texas 76247



Re: Development of an Action Plan for the Justin Economic Development Corporation

I appreciate the opportunity to propose this Service Agreement (Agreement) for the Services defined herein. This Agreement shall be between EDP Best Practices, LLC (Consultant) and the Justin Economic Development Corporation (JEDC). Consultant and JEDC are sometimes hereinafter referred to collectively as the "Parties" or individually as a "Party." In general the Services (Services) shall be the development of an Action Plan (Plan) for the JEDC.

- 1. <u>Base Services</u>: The following Base Services shall be performed by the Consultant in cooperation with the Coordinator from the JEDC as defined below.
 - 1.1. <u>Discovery</u>: Work with the Coordinator to identify the following.
 - A. <u>Background Info</u>: Identify and summarize any background info that might be important to current or future JEDC members (e.g. sales tax elections, authorizations, establishment, bylaws, responsibilities, revenues-expenditures-fund balance charts, budgets, activities completed / underway, economic development resources currently available and staffing). This shall not include the inputting and graphing of raw financial data. Forms will be provided to JEDC for this input.
 - B. <u>Preliminary SWOT Analysis</u>: Prior to the first meeting, as homework, distribute forms to participants requesting input on Strengths, Weaknesses, Opportunities and Threats (SWOT) for the JEDC and the City of Justin. These are to be returned to the Consultant in a timely manner.
 - C. <u>Preliminary Objectives</u>: Prior to the first meeting, as homework, distribute forms to participants requesting preliminary goals and objectives for the JEDC. These are to be returned to the Consultant in a timely manner.
 - D. <u>Mission Statement</u>: If the JEDC desires to create or update their mission statement, Consultant shall provide them multiple examples of EDO mission statements and directions to prepare for a discussion on the mission statement at meeting one.
 - 1.2. <u>Phase 1 Development</u>: Develop the Deliverables with the following characteristics and process.
 - A. <u>Draft SWOT Analysis</u>: From the responses provided, Consultant shall create a combined anonymous Working List of SWOT feedback and a SWOT Summary for discussion at the first meeting.
 - B. <u>Draft Objectives</u>: From the responses provided, Consultant shall create a combined anonymous Working List and a Goals and Objectives Summary for discussion at the first meeting.
 - C. <u>Draft Action Plan</u>: Distribute the current Action Plan draft prior to meeting one.



- D. <u>Meeting One (See Section 5.2)</u>: Shall include the items below. (Estimate 1.5 2 hrs.)
 - i. <u>Discovery Information</u>: Review and finalize the representation of the Discovery Information.
 - ii. <u>Mission Statement</u>: Facilitate the development of a Mission Statement for the JEDC.
 - iii. <u>SWOT Finalization</u>: Using the Working List developed in the Discovery phase, facilitate final development of the SWOT Summary for both the JEDC and the City.
 - iv. <u>Goals & Objectives</u>: Using the Working List developed in the Discovery phase, facilitate the identification and organization of the goals and objectives for the JEDC.
 - v. <u>Prioritization Directions</u>: Discuss the prioritization of objectives process, including how to execute the objectives prioritization forms.
- 1.3. Phase 2 Development:
 - A. <u>Prioritization</u>: Prior to the second meeting, as homework, distribute forms to participants requesting prioritization of all objectives utilizing a confidential and proprietary forced-ranking system. This shall be provided to the Consultant in a timely manner for compilation.
 - B. <u>MGO Progress Report Form</u>: Incorporate the prioritized goals and objectives into a Progress Report Form allowing for timing expectations and responsibility assignments.
 - C. <u>Draft Action Plan</u>: Distribute the current Action Plan draft prior to meeting two.
 - D. Meeting Two (See Section 5.2): Shall include the items below. (Estimate 1.5 2 hrs.)
 - i. <u>Prioritized Goals and Objectives</u>: Review, discuss and finalize the goals and objectives as prioritized.
 - ii. <u>MGO Progress Report</u>: Review, discuss and finalize the MGO Progress Report.
 - iii. <u>Final Plan Review</u>: Review, discuss and finalize all aspects of the Action Plan.
- 1.4. <u>Deliverables</u>: Consultant shall provide the following.
 - A. <u>Action Plan</u>: Organize all information identified in the Discovery and Development phases into an easily understood pdf document.
 - B. <u>JEDC Activities Summary</u>: An Excel document that allows the Staff / JEDC to document their activities year-over-year.
 - C. <u>Goals & Objectives Progress Report</u>: A matrix in Word or Excel format that allows the Staff / JEDC to track and report progress on the prioritized goals and objectives.
- 2. JEDC to Provide: The JEDC shall provide the following.
 - 2.1. <u>Project Coordinator (Coordinator)</u>: Provide a staff liaison to work with Consultant to provide insights as to the desires of the JEDC and facilitate communication.
 - 2.2. <u>Discovery</u>: The information noted above, in particular the background info, preferably in chart / graph formats for ease of understanding by the JEDC.
 - 2.3. <u>Development</u>: Assistance in the development and review of the document, including coordination with any other JEDC representatives.
 - 2.4. <u>Meetings</u>: Coordination of any desired meetings.
 - 2.5. <u>Presentations / Memos</u>: Any briefing memos and / or PPT presentations to the JEDC or Council.



- 2.6. <u>Printing</u>: JEDC to handle printing, binding, or distribution of any documents.
- 3. **<u>Confidentiality</u>**: Both parties agree to the following confidentialities.
 - 3.1. <u>Content</u>: The Consultant agrees to keep confidential any information related to the project that is deemed confidential by the JEDC and communicated to the Consultant in writing.
 - 3.2. <u>Marketing Permission</u>: JEDC agrees to allow Consultant to reference the JEDC as a client and to allow Consultant to use a high-level explanation of Services provided.
 - 3.3. <u>Payment Disclosure</u>: JEDC agrees not to disclose the amount of payment included in the Agreement unless required by law.
- 4. **Documents**: All documents generated as a result of the Services shall be the property of the JEDC to use as needed (marketing, websites, etc.). However, the JEDC agrees not to release an editable / original version of any of the documents except as required by law.
 - 4.1. <u>Proprietary Forms</u>: Original forms generated by the Consultant are proprietary to Consultant and will not be provided to the JEDC for their continued use unless noted in Section 1.4.
- 5. **<u>Payment</u>**: The fee for the Base Services and Board Meetings shall be as noted below. Payments shall be within 30 days of receipt of an invoice from Consultant.
 - 5.1. <u>Base Services (fixed fee)</u>: The fee for these Base Services (excluding meetings) shall be seven thousand five hundred dollars (\$7,500) billed monthly as a percentage of completion for each phase. Should the JEDC elect not to continue with the project at any point, the Consultant shall be paid for services rendered to that point in time.
 - A. <u>Discovery</u>: \$2,250
 - B. <u>Development</u>: \$3,750
 - C. <u>Deliverables</u>: \$1,000
 - D. <u>Delivery of Final Documents</u>: \$500
 - E. <u>Additional Groups</u>: The Base Services Fee above reflects the inclusion of the JEDC Board, City Manager and Executive Director. The participation of other boards and / or City Council is welcomed and encouraged, but please add \$500 to the Base Fee for the time it takes to include additional participants in the SWOT, Objectives Development and prioritization exercises.
 - 5.2. <u>Board Meetings (variable fee)</u>: Meetings one and two with the participants shall be at an hourly rate of one hundred twenty dollars (\$120) per hour inclusive of set-up and meeting times. Driving time shall be billed at 50% of the hourly rate.
 - 5.3. <u>Reimbursables</u>: The JEDC shall reimburse the Consultant for any out-of-pocket costs (e.g. copies, lunch meetings) which must be approved prior to expenditures.
 - 5.4. <u>Additional Services</u>: Any work not defined in the Services above is not included in this Agreement. The JEDC and the Consultant may negotiate Additional Services if desirable to both parties. Any request for Additional Services must be authorized in writing by the Coordinator prior to the Consultant performing said services.

6. Approval of this Agreement represented by:

Consultant: EDP Best Practices, LLC	<u>JE</u>
Signed:	Sig
Name: Greg Last	Na
Title: Chief Executive Officer	Tit
Date: October 6, 2022	Da
PH: (817) 992-6156	PF
EM: glast@EDPBestPractices.com	EN
Address: 4609 Shadycreek Lane	Ac
Colleyville, TX 76034	

<u>JEDC</u>: Justin Economic Development Corporation

gned: _____

Name: Abbey Reece Title: Assistant to the City Manager, EDC Liaison Date: ______ PH: (940) 648-3800 EM: <u>AReece@cityofjustin.com</u> Address: 117 W. 4th Street

Justin, TX 76247

Attached: One-page Service Profile for Action Plan Development for informational purposes only.

For Greg Last Bio or additional information see <u>www.EDPBestPractices.com</u>.

Action Plan Development

Work with Staff and Board Members to identify and evaluate programs and projects, establish and prioritize goals and objectives and summarize all information into a formal Action Plan.

Problem Identification

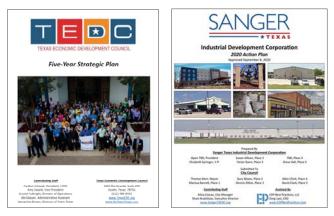
- The economic development efforts of the Agency have been stagnate or need a clear direction to be more productive
- Changes in Staff, management or Board may be an opportunity to fine tune the Agency's work efforts
- The Agency is trying to implement too many programs for the budget / resources / staff available

Service Goals

- Research and understand the current status of programs, policies and projects
- Evaluate the benefits and challenges of each of these
- · Prioritize Goals and Objectives for the near term

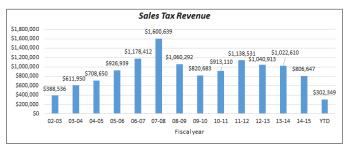
Deliverables

- An Action Plan summarizing all information noted above
- Original documents for documenting EDO activities, and a matrix for monitoring and reporting progress on Objectives



Discovery Phase

 Identify organizational aspects of the Board / Agency, budget constraints, existing programs and staffing, etc.



SWOT Analysis

• Facilitate a SWOT analysis on the community and Board activities as a basis for developing Goals and Objectives

S	TRENGTHS			
What are our strengths?	How do we build upon them?			
 Desire to make a difference 	 Adopt an Action Plan and implement objectives 			
Good relationship with City Council Provide an annual report to City Council				
 Leveraging success by using consultant 	 Utilize Consultant(s) to increase productivity 			
 Diversified / knowledgeable BOD 	 Identify training needed / desired by Board and Staff 			
 Reserve funds available 	 Adopt target reserve fund level to maintain 			
 Staff dedicated to ED 	Identify training needed / desired by Board and Staff			
w	EAKNESSES			
What are our weaknesses?	How do we reduce or eliminate them?			
 Lack of clear plan for direction 	 Adopt an Action Plan and implement objectives 			
Website content	Develop a comprehensive and professional Website			
 Limited training for Board / Staff 	 Identify training needed / desired by Board and Staff 			
 No support programs for existing businesses 	 Implement a comprehensive BRE program 			
 Failure to implement plans 	 Adopt an Action Plan and implement objectives 			

Goals & Objectives

• Develop primary Goals and supporting Objectives

	Objectives:	Description:	
A	Adopt an Action Plan setting near-term direction	 A plan of action for the near term (1-3 yrs) for the Board and Staff to advance prioritized objectives. An Excel document that allows recording of desired data which then feeds a single-page dashboard for reporting the EDO's activities. 	
В	Develop a Performance Dashboard tracking system for reporting		
2. 0	Goal: Retain and support existing businesses - (BRE)	- Business Retention & Expansion	
	Objectives:	Description:	
A	Take training on Business Retention & Expansion	An overview of BRE programs that can be implemented to support / grow existing businesses.	
В	Develop a Business List including all businesses	Develop a comprehensive list (Excel or Access) that summarizes all the business information collected.	
C	Implement a Business Visitation program	Interview forms and processes allowing a small group to visit with business leaders at their location for the purpose of identifying issues important to the business.	

Prioritization

Rank	Score	Priority of Objective Highest Lowest																					Goal	Objective	Description
•	5.00	5					M&P	Develop a Marketing & Promotion	A Plan to identify marketing resources, targets, and																
*	5.00	5					mar	Plan	budgeting to implement a marketing program																
2	4.60	2	2				RED	Develop a Sites & Buildings Summary	A summary showing the location of available sites or																
-	4.00	3	۴ I				RED	bevelop a sites & buildings summary	buildings and a matrix of data and contacts for each																
3	4.40	2	3				PART	Develop a program to engage builders	Program to identify and engage builders / brokers /																
3	4,40	4	3				PANI	/ brokers / developers	developers active in your market area																
4	4.40	3		1			PLAN	Adopt an Action Plan and implement	A plan of action for the near term (1-3 yrs) for the Board																
1	4.40	2	-	-			PDA	objectives	and Staff to advance prioritized objectives																
5	4.20	1	4				ADM	Develop a comprehensive CRM	A Customer Relationship Management system																
3	4.20	*					And a	database	for communicating with prospects and stakeholders																
5	4.20	3		2			INF	Identify and fund infrastructure that	Identify infrastructure enhancements that will advance																
2	4.20	2		-			inter	supports business growth	development or support business growth																
7	4.00	2	1	2			BRE	Implement a comprehensive BRE	Implement a BRE program that includes various																
1	4.00	-	-	-			DIVE	program	programs to support and grow existing businesses																
7	4.00	2	2		,		RES	Develop maps adequate to market	Develop maps adequate to market our location,																
'	4.00	-	-		1		ME5	location, local and regional assets	highways, airports, amenities and other assets																
9	3.80		4	1			ADM	Utilize Consultant(s) to increase	Engage Consultant(s) to help complete objectives in a																
,	3.80						~~~	productivity	professional and timely manner																

Board members to confidentially prioritize the objectives

Implementation / Tracking

 Provide a form for easy progress tracking and reporting on the prioritized objectives

Objec	ctives:	When	Resp.	%	Notes	Goal
1	Approve the Action Plan	June	MDD	DONE	Objectives in process	ADM
а	Approved June 5, 2018	June			•	
2	Cont. Façade Matching Grant Program		MDD	50%	Ongoing program	BRE
а	 Budget for adequate funds 	Jul	MK	1 2	• S budgeted for FY 18-3	19
ь	Provide a notice / ad in local paper-?	June	JH		Develop graphic	
3	Develop a BRE Program	100000000		10%	•	BRE
a	 Take BRE training 	July	EDT		Objective #8	1.1
b	 Business info collection form 	Aug		50%	Need to tailor	
с	Business list	Aug		25%	Excel to start with	
d	Visitation form / questions / process	Sept			•	
4	Take training on MDD regulations and authorizations	Aug	MDD		Legal training on limitations	EDU
а	Discuss with attorney	June	MK		•	
5	Develop a Sites & Buildings Summary	July	EDT		•	DEV
а	 Review MK work to date 		MK	50%	 Significant collection of proper 	ties
b	 Develop report format / map / table 	July	EDT	10%		
с	 Identify sites 	Aug	MK		MK and EDT to tour City	
d	Enter data / verify with brokers/owners	Aug	EDT		•	



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Action Plan Development

Work with Staff and Board Members to identify and evaluate programs and projects, establish and prioritize goals and objectives and summarize all information into a formal Action Plan.

Problem Identification

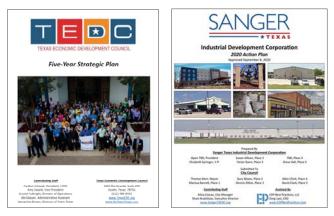
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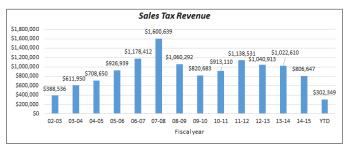
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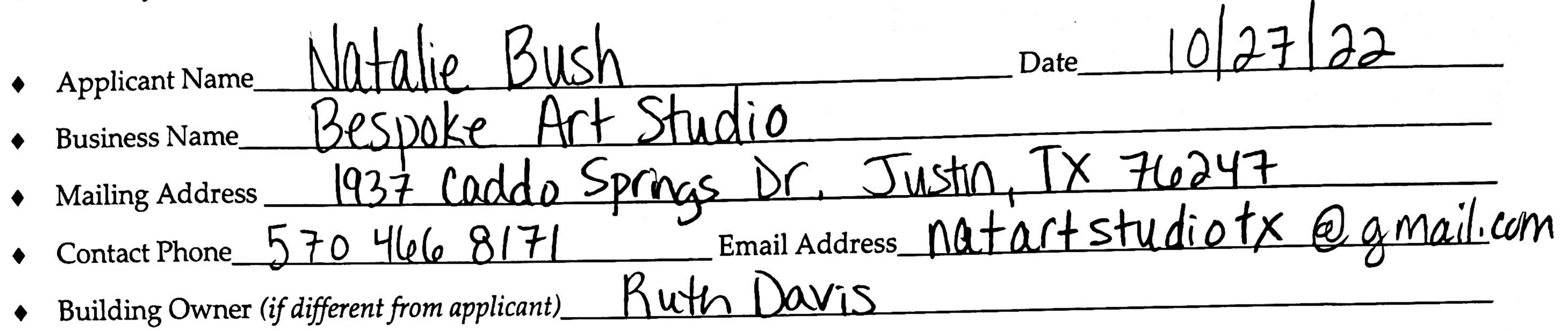


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THENTINET	
	Justin CDC Board Review
	Approved Rejected

Please return completed with necessary attachments and signatures to Justin Economic/Community Development Office, 117 W. 4th, no later than the 15th of the month. If you have any application questions, please contact the Justin Community Development Staff at 940/648-3800.



- Historical/Current Building Name
- Physical Building Address 409 FM156 JUSTIN, TX 76247
 - Type of Work: (check all that apply) Sign I Paint I Masonry cleaning/paint removal Awning/Canopy区 Uncovering/replacing windows I

Other:

Details of Planned Improvements for Façade & Sign Reimbursement Grant: (attach additional paper if necessary) Replacement of current awning. Addition of two matching smaller awnings on each window. Replacement of signage With mick and custom · Mantina List Contractor/Project architect Proposals and Total Amounts (attach original proposals): sign/nd edalanant estmated 3. and add-on nas TOTAL COST OF PROPOSED GRANT PROJECT: AMOUNT OF FAÇADE AND/OR SIGN GRANT REQUESTED (\$500 SIGN MAX, \$5,000 FACADE MAX): $\frac{$500 \le 190 \le 190}{500 \le 190}$ facade Attach with all required color samples of paint, materials, and sign design, etc., as well as photographs of building's exterior façade.

Date

Madie Bush

Applicant's Signature /Users/jackie/Downloads/Justin-Facade-Grant-Reimbursement-Program-FINAL (2).docx



FAÇADE & SIGN REIMBURSEMENT GRANT AGREEMENT FORM

Please return completed with necessary attachments and signature to Justin Economic/Community Development Office, 117 W. 4th, no later than the 15th of the month. If you have any application questions, please contact the Community Development Staff at 940/648-3800.

I have met with the Justin Community Development Staff, and I fully understand the Façade & Sign Reimbursement Grant Procedures and Details established by the Justin Community Development Board. I intend to use this grant program for the aforementioned renovation projects to forward the efforts of revitalizing the City of Justin. I have not received, nor will I receive insurance monies for this revitalization project.

I have read the Façade & Sign Reimbursement Grant Application Instructions & Process including the Façade & Sign Reimbursement Grant Details.

I understand that approval of this grant reimbursement request in no way constitutes approval for a building permit and I must contact the City of Justin to obtain all necessary permits, and approvals from the City of Justin BEFORE commencing work on my building. Further, I understand that if I am awarded a Façade & Sign Reimbursement Grant by the Justin Community Development Board, any deviation from the approved project may result in the partial or total withdrawal, of the Façade and Sign Reimbursement Grant.

Q

Bespoke Art Studio

(nitial)

Business/Organization Name

Applicant's Signature

anga

Building Owner's Signature (if different from applicant)

But Kett Waens

Justin CDC Representative's Signature

1 .

Date

Date

Date

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4610 Mint Way, Dallas, TX 75236 (214) 339-2227 fax:(214) 339-9987 www.SignsManufacturing.com

Your Sales Consultant is Juan Carlos Martin

Sales Order #: JCM2022-10-073

Date: 28/10/2022

BILLING ADDRESS

Texas Justin

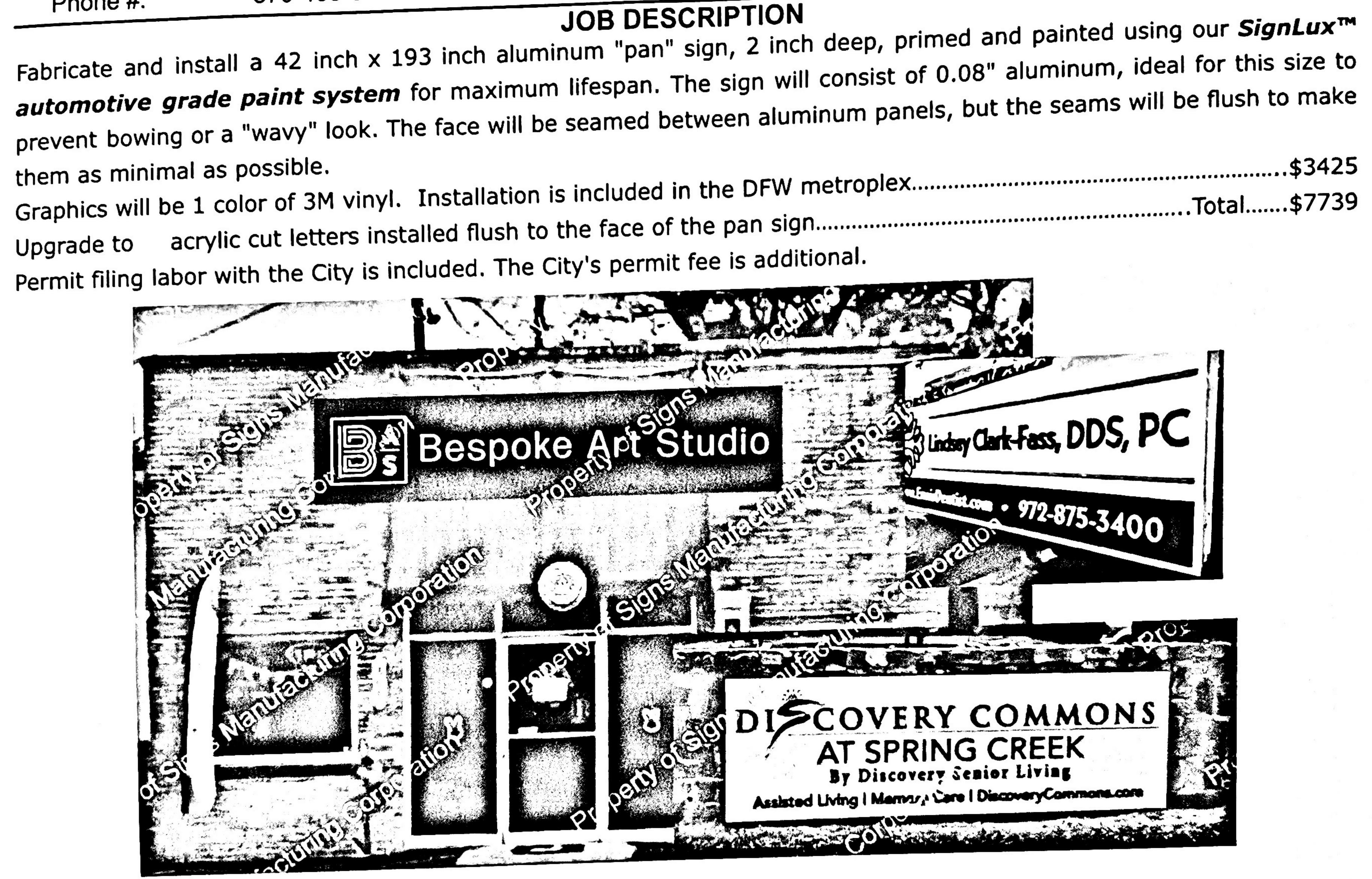
570-466-8171

Name: Company: Address: City, State, Zip: PO #: Phone #:

Natalie Bush Bespoke Art Studio 409 Farm to Market Road 156

PROJECT / SHIPPING ADDRESS

Name: Company: Address: City, State, Zip: nataliebush930@gmail.com Email: Phone #:



Permit Necessary? YES

YOUR COST*: SEE ABOVE EXTENDED WARRANTY: N/A ENGINEER'S DRAWING: N/A INSTALLATION: Included ELECTRICAL HOOK-UP**: N/A TOTAL TAX: Plus Tax PERMITTING FEES: \$200 DEPOSIT: 50% BALANCE DUE: before shipment, delivery or install

** Our warranty does not apply to electric signs fed by improper wiring. 3% Service Fee is charged on credit card payments. **See Terms & Conditions for details.

Customer Signature

Proposal Valid for 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES

SEE TERMS & CONDITIONS (ATTACHED)

Hourly calculations also include travel to/from the job location.

Regulated by the Texas Department of Licensing and Regulation P.O. Box 12157, Austin, Texas 78711 1-800-803-9202 512-463-6599 License #TSCL 18015, TSCL 18016, TECL 17503 | www.tdir.texas.gov

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TERMS AND CONDITIONS

PRICING. The price of the Sign includes material and labor as hereinafter described only. It does not include any costs related to installation or permit costs, city or state taxes, engineer's fees, any landscaping, or any additional charges incurred by landlords or shopping centers unless specifically stated. All orders received by Signs Manufacturing Corporation, hereinafter referred to as Seller, must be accompanied by a fifty percent (50%) down-payment before actual work on the order will begin. The total balance must be paid prior to the day of shipment or installation unless special arrangements have been made in advance and are specified herein. A delivery charge will be required on all delivered orders. Should Purchaser not be ready for delivery when the sign is completed, Seller may require ninety percent (90%) of the total balance to be paid in full. The remainder of the balance will be required upon delivery or at the end of 90 days if still not ready for delivery. Seller is not responsible for undelivered merchandise. Under no conditions will any items be held beyond 90 (ninety) days after manufacturing completion, unless stated in this agreement. A Late Payment Fee of the lesser of 1.5% per month (18% APR) or the maximum rate allowed by law will be assessed on any past due balance. This is a separated Contract (materials, labor, overhead and profit are accounted for separately for sales tax purposes, which MAY save on sales tax.) Our invoices are the controlling part of this contract.

2. CONSERVE YOUR NEST EGG" PRICING ALTERNATIVE. Only if specifically stated in writing will Seller delay the fifty percent (50%) down-payment above and begin the permitting process while Purchaser arranges credit with our advice. Purchaser will provide Seller with a permit processing payment so that the permitting process can begin. This amount is refundable when full-price financing is arranged and the financing company has accepted our deposit billing.

CHANGE REQUESTS. Changes to this written contract MUST be requested by Purchaser in writing. Verbal changes are not acceptable. Seller assumes no responsibility for improperly communicated changes to this written contract. Changes to this written contract may affect pricing. If there is a discrepancy between the approved art and this contract, the approved art controls.

4. PERMITS, INSPECTIONS AND FEES. Seller shall, on behalf of Purchaser, and with Purchaser's assistance, attempt to obtain all known public permits, licenses, documentation and inspections required, as of the date of this Sale, for the installation and governmental approval of the Signs, unless otherwise provided herein. Purchaser appoints Seller and its employees as Attorney-In-Fact (Agent) with full power to represent Purchaser in all matters when dealing with municipalities and contractors. Agent is authorized to agree to all terms and conditions as he shall deem proper. Purchaser shall pay, or promptly reimburse Seller for its payment of such costs and fees. Purchaser acknowledges that modifying permit applications or any additional filings required after original submission incurs additional costs and fees. Purchaser shall obtain and pay for all private permits and permissions which may be necessary for the installation and use of the Signs. Seller will not assume responsibility for the consent of public authorities, owners, or lessee for the installation of sign. Purchaser is responsible for payment for all work performed before all permits are secured, in the event a public or private permit is refused. Seller shall not be obligated to commence manufacturing of the Signs until all necessary permits and licenses have been obtained. Sign permit issuances are based on the Authority Having Jurisdiction's (AHJ) interpretation of ordinances. New interpretations by an AHJ can result in the revocation of issued permits and/or their refusal to issue new permits. Purchaser acknowledges and assumes these risks. Seller assumes no liability for these changes and Purchaser acknowledges additional costs could result and that an AHJ may not allow the project to continue. Cancellation of a permit will not relieve Purchaser of obligations under this Sale, Purchaser shall obtain and pay for all public and private permits, licenses, inspection fees, as well as third-party surveys and any permissions necessary for Seller's removal of the Signs upon the termination or cancellation of this Sale for any reason.

5. PERFORMANCE. Upon acceptance of this Sale by Seller, Seller shall diligently begin performance hereunder, it is herein agreed that all deposits or payments are immediately earned and not refundable, but Seller's performance hereunder shall always be subject to any delays resulting from fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, unforeseen commercial delays, acts of God, or circumstances beyond the control of Seller, or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. Purchaser warrants and represents to Seller that the Signs shall not be used for any personal, family, or household purposes whatsoever. INSTALLATION WORK. Purchaser is responsible for all electrical and data connections to all signs unless specifically included herein. Purchaser is responsible for providing all pitch-pans and steel necessary to attach sign. Purchaser is responsible for additional charges incurred due to unforeseen conditions including those encountered in digging or drilling. Any included electrical hook-up assumes adequate and easily accessible existing power. Seller is not responsible for roof penetrations. Removed items (old signs, fixtures, etc.) will be disposed of without compensation to Purchaser unless otherwise specified on the Sales Order. SPECIALLY FABRICATED MATERIALS. The material requested will be specially fabricated by Seller for use on the project or property specified, and may not be suitable for another use. Seller hereby notifies Purchaser and any other party provided a copy of this contract that an order for specially fabricated material has been received and accepted. The amount of the order is reflected herein. Purchaser acknowledges receipt of the foregoing notice and hereby waives any statutory requirement for service of such notice by certified or registered mail. 8. GUARANTIES & WARRANTIES. All Warranties herein contained are transferable to Subsequent Owners of a sign both manufactured and installed by Seller so long as all financial and other obligations of Purchaser are current and the Subsequent Owner confirms that all remaining obligations will be fulfilled. Lifetime Service Warranty discounts Sellers normal labor charges 20%, after the Warranty period, for a sign both manufactured and installed by Seller. If any part of a properly powered electrical sign both manufactured and installed by Seller fails in the first year of service, Seller will provide parts and service at no charge. Programmable LED Displays feature a 5 year parts Warranty. Other new signage both manufactured and installed by Seller carries a 90 day workmanship Guarantee, effective from our installation date. Extended Warranties, when purchased, extend the initial Warranty on Programmable LED Displays to 6 years total for both parts and service, 3 years on other lighted signs. The Forever' Guarantee provides coverage of all parts and service costs for the life of the agreement specified in the contract. At one time specified by Purchaser (or sooner if replacement parts become unavailable) all (affected) component parts of the sign will be replaced if Purchaser purchased the Forever" Guarantee and is not in default. If Purchaser purchases a replacement sign from Seller during the term of the Forever" Guarantee, Seller may at its sole discretion assign a portion of the accumulated payments under the Forever" Guarantee to the cost of the new sign. Forever "Guarantee renewal rates may vary. All Guarantees and Warranties are offered based on standard conditions. Nonstandard conditions may incur additional costs to Purchaser. Signs may need to be removed and returned to our facilities in Dallas for work to be performed; if this is not possible for any reason Purchaser may incur additional costs. There is no Guarantee or Warranty if the electrical system supplying power to an illuminated sign does not meet the requirements of the current National Electrical Code. No Guarantee or Warranty covers damage resulting from accidents, fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, acts of God, power surges, brownouts, wear and aging, or circumstances beyond the control of Seller including, but not limited to, the color uniformity of LED lamps, or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. An LED lamp failure rate of one-tenth of one percent (0.1%) is considered an acceptable failure rate for LED signs. Seller provides a one year Warranty on any parts we replace in our signs, non-Solarbrite" lamps excluded. All parts replaced in competitive signs are excluded from Seller's Warranty. Seller will assist Purchaser in obtaining any available warranty repair and/or replacement parts from parts/components Suppliers, including parts/components of competitive signs serviced, but the parties understand and agree that Seller is not responsible or liable in any way for providing Suppliers warranty, warranty service, or replacement parts. These Guarantees and Warranties become void immediately should Purchaser not adhere to the conditions of this Sale, including complete payment within 30 days of installation. Seller is not responsible or liable in any way for breakage or damage to sign after installation has been completed. The Seller's Guarantee and Warranty become void should anyone other than a Seller employee perform any work on a sign, other than electrical work related to installation of sign. The parties understand and agree that THE EXPRESS GUARANTEES AND WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, AND SUCH GUARANTEES AND WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT, FURNISH, INSTALL OR MAINTAIN SIGNS SUITABLE FOR ANY PARTICULAR PURPOSE (including, but not limited to, the resolution of LED signs) AND THAT THERE ARE NO GUARANTEES **OR WARRANTIES WHICH ARE NOT CONTAINED IN THIS SALE.** UNAUTHORIZED MODIFICATIONS. Seller shall not be responsible for any alterations or modifications to a sign after installation. Purchaser agrees to indemnify and hold Seller harmless from any liability that may result from any alteration or modification, including without limitation liability for violations of city, state or federal ordinances, regulations laws, or statutes. 10. DEFAULT BY PURCHASER. This Sale may not be unilaterally terminated by either party; provided, however, that if Purchaser shall fail to pay as agreed, Seller may, at its sole option and without demand or notice to Purchaser, cancel this Sale and remove the Signs. In such event, all amounts shall remain immediately due and payable together with all past due amounts and any other amounts due hereunder. Purchaser agrees to pay to Seller all such amounts, plus any other amounts due to Seller under this Sale, which aggregate sum Purchaser agrees shall constitute the actual liquidated damages Seller shall have sustained by reason of Purchaser's default under this Sale and not a penalty. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred by Seller to recover damages in connection with this Sale. Upon the termination or cancellation of this Sale for any reason, Seller may enter upon the premises where the Signs are located and remove the Signs to Seller's facilities in Dallas, or elsewhere, and Seller shall have no obligation to replace, restore or repair any property, item, fixture, structure or part of the premises which was affected by the installation and/or maintenance of the Signs. In the event Seller removes the Signs pursuant to the provisions of this Paragraph, Purchaser shall pay to Seller all of the expenses of removal, as well as reinstallation. 11. OWNERSHIP. Purchaser expressly agrees and understands that at all times title and ownership of the Signs shall remain vested with Seller and the Signs shall be the sole and exclusive property of Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser acknowledges that the Signs are and shall remain personal property even if installed or attached to real property and that the Signs shall not be or become, or be deemed to be, fixtures or appurtenances to real property because of installation or attachment thereto, and that the Signs shall be severable from such real property by Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser grants to Seller the right to photograph Purchaser and Purchaser's property and to use pictures, photographs, silhouettes and other reproductions of Purchaser's physical likeness and/or Purchaser's property. Purchaser agrees and covenants that any and all drawings, designs, diagrams, plans and specifications, technical descriptions, illustrations, blueprints, schematics, software, computer programs, programming sóftware, brochures, schedules, cost-price analyses, terms and conditions, and any other work product or data which are prepared by Seller (the "Documents") in connection with the construction, installation, erection, or maintenance of the Signs, or the labor, materials and equipment in connection therewith, are to be returned to Seller by Purchaser upon request, may not be copied or reproduced in any form without written permission first obtained from Seller, and are to remain the special and unique property and proprietary and confidential information of Seller. Purchaser covenants and agrees that Purchaser shall not, directly or indirectly, incorporate, implement, abridge, employ or otherwise use any portion or all of the Documents with respect to any other signs, electric advertising displays, or any other project which Purchaser or any third party may thereafter construct, install, erect, maintain, purchase or lease at any time. Purchaser further agrees and covenants that Purchaser will use its best efforts and exercise utmost diligence to protect and safeguard the Documents. All trademarks associated with a sign manufactured by Seller remain the exclusive property of their respective owners, including all trademarks owned by Sign Marketing, Incorporated, and Solar Finishes, Inc. In the event of a breach or threatened breach by Purchaser of the covenants of this Paragraph, Seller, Solar Finishes, and Sign Marketing shall be entitled to relief by injunction or otherwise, in addition to all other remedies, both legal and equitable. Purchaser agrees and covenants that all covenants of this Paragraph shall continue in full force and effect so long as a possibility of the breach by Purchaser of such covenants or any term or condition of this Sale exists. 12. LIMITED LIABILITY. Purchaser agrees and affirms that Seller's liability, whether in contract, tort, or any other theory of liability, including but not limited to fraud, misrepresentation, breach of contract, personal injury, products liability or any other theory, is limited and Seller shall not be liable for any special, commercial, exemplary, direct, indirect, incidental or consequential damages or punifive damages, or damages for loss of use, loss of anticipated profits, income, or economic losses of any kind. Seller's liability, whether express or implied, shall not exceed the lesser of \$50,000 or the cost of repair or replacement of defective parts. 13. Law and Forum for Disputes. This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Venue of any claim or dispute arising from this Agreement shall be in any state or federal court located in Dallas County, Texas. Purchaser agrees to submit to the personal jurisdiction of the courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes. 14. OTHER. This Sale is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but the obligations of Purchaser hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise, without the prior written consent of Seller. Any assignment shall be expressly subject to all terms and provisions of this Sale. In the event of any assignment, Purchaser shall remain fully liable for the full performance of all Purchaser's obligations under this Sale. Purchaser herein acknowledges that Seller is not responsible for content Purchaser displays on any sign, and will hold Seller harmless and indemnify any loss due to action of law. No waiver by either party of the breach or nonperformance of any provision of this Sale shall be construed to be, or operate as, a waiver of any subsequent breach or nonperformance hereof. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any notice required to be given hereunder shall be addressed to the other party at its address set forth in this Sale, or at such other address as such other party may from time to time by such written notice designate to the other. Purchaser's acceptance of this Sales Order and these Terms and Conditions is acknowledged by Purchaser's signature or written initials on this document, approval by fax or email, filing a lease application, by written or verbal approval of drawings or other Work Product prepared by Seller if requested by Purchaser in writing, or by payment of a deposit. We are regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.tdir.texas.gov. License# TSCL 18015, TSCL 18016, TECL 17503. Copyright 1979-2022 Signs Manufacturing M All Rights Reserved | 4610 Mint Way, Dallas, Texas 75236 | 214-339-2227



5960 East Loop 820 South Fort Worth, Tx 76119 Office: 817-478-1800 Fax: 817-572-9500

Quote date: 11/2/2022 Quote number: KM1721

Submitted To:	Bespoke Art Studio	Project Name:	Awnings
Street Address:	409 fm 156	Project Address:	Same
City, State & Zip		City, State & Zip:	
Phone:	570-466-8171		
Email:	natartstudiotx@gmail.com	Attention:	Natalie Bush
			en e

Kevin McIntosh Kevin@ACFDFW.c	om upon in	eposit, balance due Installation
Otv Style	Description	Price
3 Right Angle		\$3,280.25
	New Frames Approx. 72" x 36" x 30"	
	Sunbrella material - Beaufort Classic	
	Closed Ends with valance	
	Lead Time 6-7 weeks	
	Inlcudes trip to field measure and take	down existing
	frame.	

Total price Installation charge Sales Tax Total installed price

\$3,280.25 \$700.00 \$328.37 \$4,308.62

CUSTOMER IS RESPONSIBLE FOR SIGN/PERMIT FEES

PAYMENT TERMS: 50% DEPOSIT, BALANCE DUE UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in Authorized Signature: A march lange the state of

Date of Acceptance:	Signature:
ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature:
only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Until the said Total Balance is paid in full and all of the conditions hereof are fully performed, title to and ownership of the property purchased under the contract shall be and remain ACF Tarp and Awning, and shall only after such payment in full vest in the buyer. No cancellations will be accepted after the work has started.	Kevin McIntosh NOTE: This proposal may be withdrawn by ACF if not accepted within 30 days.
a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed	

Expert Signs:

Overall size is close to 192" x 40". Design services are \$75 per hour. Permit Acquisition is \$300 plus cost. ACM sign panels with printed copy would be \$700. Installation & removal of existing sign panels \$350. Let me know if you like these numbers or have any questions at all. Thank you,

Larry McCartney Manager/Sales/Design 817-903-7595 expertsignsco.com



1200 Commerce Drive, Suite 107 Plano, TX 75093 (972) 403-9955

Great. Big. Graphics. www.speedprofrisco.com

ESTIMATE EST-10365

Payment Terms: Due on Completion

Created Date: 10/31/2022

US

DESCRIPTION: Exterior Wall Mural- Natalic Bush

SpeedPro Fort Worth **Bill To:** 2553 E. Loop 820 N. Fort Worth, TX 76118

Pickup At: SpeedPro Frisco/Plano 1200 Commerce Drive, Suite 107 Plano, TX 75093 US

Requ	ested By: Jen McCain Email: jmccain@speedpro.com Tax ID: 32049532016	Salesperson: Hous Entered By: Tom	se SpeedPro Frisco/Plano Izzo	
		QTY	UNIT PRICE	AMOUN
NO. 1	Product Summary 25'x12' Wall Mural	1	\$4,879.10	\$4,879.10
1.1	ORAJET 3954 Brick Stone Film -			
	Part Qty: 1 Width: 300.00" Height: 144.00"			
1.2	ORAGUARD 290 Laminate- Brick- Matte -			
	Part Qty: 1 Width: 300.00"			
2	Height: 144.00" Installation	1	\$1,200.00	\$1,200.00
<u>د</u> 2.1				
	Part Qty: 1		Subtotal:	\$6,079.10
	timate is valid for two weeks. Changes, additions an	nd deletions to the	Taxes:	\$0.00
his es	te may result in additional charges. The estimate is	based on print-ready	Grand Total:	\$6,079.10

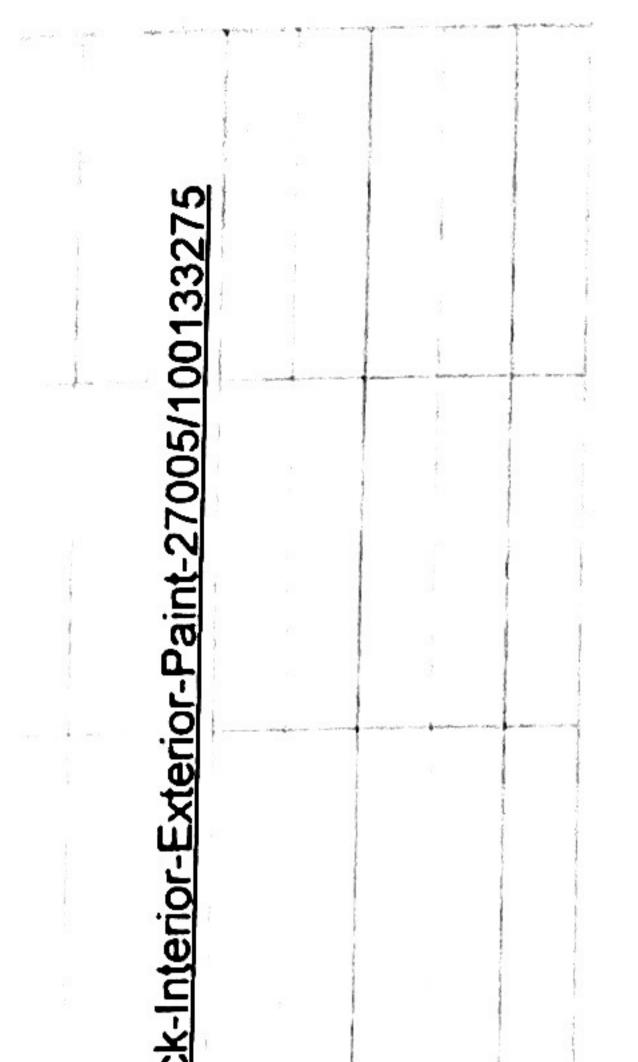
estimate may result in additional charges. The estimate is based on print-ready files. Design is available at an hourly rate. Sales tax will be added to the invoice unless a Sales Tax Exemption Certificate is on file.

Acceptance of the estimate authorizes SpeedPro Imaging to initiate production. A deposit of 50% is also required. All amounts are due upon delivery of the products unless other arrangements have been formally agreed upon.

Manufacturer Warranties covering adhesion and durability of the adhesive films may exist. However, Speedpro does not guarantee adhesion of films to substrates not provided by Speedpro and is not responsible for unusual wear and tear due to external forces such as power washing or car wash systems.

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Page 1 of 2



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Brick paint	\$137 ea 5 gal
Artist Paint	\$69 ea gal
Mural Adhesive Gel	\$299
Assistant Painter	\$25 /hr
	Total Estimated Co



FAÇADE & SIGN REIMBURSEMENT GRANT PROGRAM

Application Instructions

If you have any application questions, please contact the Community Development Corporation at 940-648-2541 ext 115 or areece@cityofjustin.com

The Justin Façade & Sign Grant Program is a revitalization effort designed to enhance the unique character of the city through historic preservation and community involvement, while at the same time promoting downtown. As an economic incentive, the Justin Community Development Corporation (CDC) has designed the following façade & sign reimbursement grant program.

FACADE & SIGN REIMBURSEMENT GRANT DETAILS (please read carefully): The Justin Façade & Sign Reimbursement Grant Program is set up as a single payment reimbursement to property owners per building/business, and in some situations, tenants.

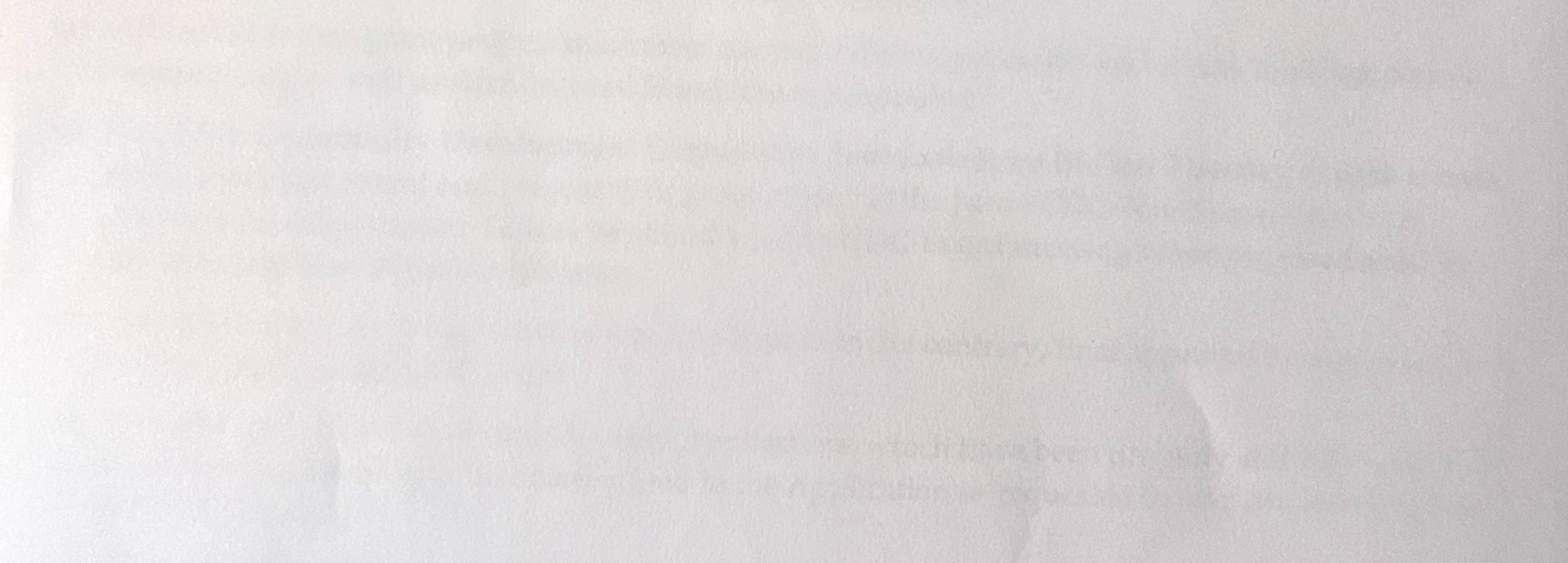
Facade grants are available on a 50/50 matching basis with a cap of \$5,000 per grant (\$10,000+ total project). Facade grant funds focus on exterior work on storefronts that are visible to the traveling public.

Sign grants are available on a 50/50 matching basis with a cap of \$500 per grant (\$1,000+ total project cost). Grant funds focus on signs which may include signboards, projecting signs and pedestrian signage (includes signage attached to the building such as window/door sign, hanging sign and awning/canopy sign) for commercial buildings.

- All submitted work will be reviewed and approved by the Community Development Board before any eligible work may begin. If awarded a façade or sign reimbursement grant, any deviation from the approved grant project may result in the total or partial withdrawal of the grant.
- All grants are available throughout the year, on a first come, first serve basis until total funds are depleted. Each property is eligible for only one grant per fiscal year.
- No grants will be awarded for work that has already been done or for work that is covered by insurance.
- A Justin Facade & Sign Grant sign shall be displayed in the recipient's storefront window or a visible spot on the façade of the building throughout the construction of the grant project (minimum 1 month period) to help publicly recognize the grant program. Signs can be obtained at the Justin CDC office.

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BUDGET AMENDMENT FY 2022-2023 Amended Expenditures								
ACCOUNT NUMBER	Description	FY 2022-2023 ORIGINAL BUDGET	FY 2022-2023 AMENDED BUDGET	\$ CHANGE				
EDC								
235-7520-626183	Consulting Services	-	8,000	8,000				
236-7530-xxxxxx	Transfer to Fund Balance	114,563	106,563	(8,000)				
Total				-				
<u>CDC</u>								
236-7530-647070	Property Enhancement Grant	-	7,500	7,500				
236-7530-xxxxxx	Transfer to Fund Balance	53,476	45,976	(7,500)				

-

Total

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #11 (Possible Action)

Title: Consider and take appropriate action regarding amendments to the FY 2022-2023 annual budget.

Department: Administration

Contact: Finance Director, Josh Armstrong

Recommendation: Make a motion to approve the proposed budget amendment for the Streets Fund.

Background:

Staff waited until after the November election before putting a Streets budget together in the unlikely event that the proposition for funding failed to pass. Since it did pass, this budget amendment will recognize the revenue for the year as well as the annual maintenance expenditure.

City Attorney Review: N/A

Attachments: 11B. Streets Budget Amendment

BUDGET AMENDMENT FY 2022-2023 Amended Streets Revenue & Expenditures FY 2022-2023 FY 2022-2023 ORIGINAL AMENDED									
ACCOUNT NUMBER	Description	BUD	OGET	BUDGET	\$ CHANGE				
<u>Streets Revenue</u> 300-410120	SALES TAX	\$	-	\$ 692,970.00	\$ 692,970.00				
Total					692,970.00				
<u>Streets Expenditures</u> 300-2900-633120	ANNUAL MAINTENANCE & REPAIR	\$	-	\$ 692,970.00	\$ 692,970.00				
Total					692,970.00				
Streets Net									

-

Total

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #12 (Possible Action)

Title: Consider and take appropriate action regarding reappointments to the Justin Economic Development Corporation and the Justin Community Development Corporation.

Department: Administration

Contact: Director of Strategic Services, Abbey Reece

Recommendation: Reappoint the listed members in their respective place numbers.

Background: The following board members terms will expire at the end of the year.

Place 2: Steven Turney Place 4: Lisa Hott Place 6: Tanner Haydin

Staff recommend that council reappoint all members as they are active and involved heavily in both boards.

Please note that you would be appointing the same 3 people to both boards.

City Attorney Review: N/A

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #13 (Possible Action)

Title: Consider and take appropriate action regarding reappointments to the Parks and Recreation Advisory Board and Keep Justin Beautiful Committee.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Move to reappoint Juli Cuthbertson to Place 2.

Background: Currently the board/committee has several new members, therefore, the only member up for reappointment at this time is Juli Cuthbertson.

Current members are as follows;

Place 1: Jacqueline Steinbacher – Vice Chair Place 2: Juli Cuthbertson Place 3: Vacant Place 4: Robin Amerine - Chair Place 5: Vacant Place 6: Marcus Gallegos Place 7: Megan Doughty

Staff Liasion: Kira Sedivy Council Liaison: Mayor Pro Tem, John Mounce.

City Attorney Review: N/A

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #14 (Possible Action)

Title: Consider and take appropriate action regarding a new appointment and reappointments to the Planning and Zoning Commission.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Recommendation: To reappoint Lisa Leary to Place 2, John Tinsley to Place 4, and David Beck to Place 6.

Background: The following members are up for consideration:

Place 2: Lisa Leary Place 4: John Tinsley Place 6: David Beck

City Attorney Review: N/A

December 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #15 (Consent)

Title: City Council minutes 11/10/22, and 11/22/22

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Approve City Council minutes dated November 10, 2022, and November 22, 2022.

Background:

City Attorney Review:

- 1. Draft November 10, 2022 CC minutes
- 2. Draft November 22, 2022 CC minutes

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



Jim Tate, Councilmember Chrissa Hartle, Councilmember

Mayor, Elizabeth Woodall

MINUTES

State of Texas County of Denton City of Justin

Justin City Council Regular Session Meeting- November 10, 2022

The Justin City Council Meeting convened into a Regular Session being open to the public the 10th day of November, 2022 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, James Clark, and Jim Tate. City Staff: City Manager, Chuck Ewings, Public Works Director, Josh Little, Director of Planning and Development, Matt Cyr and City Secretary, Brittany Andrews. Not present: Councilmember, Chrissa Hartle.

Convene into Session: Mayor, Woodall called the meeting to order at 6:00PM Invocation led by: Mayor, Woodall

PRESENTATION

• Traffic Enforcement Update – Chief Coss presented.

WORKSHOP SESSION

1. Discussion regarding animal control options and recommendations.

City Manager, Chuck Ewings discussed a contractual option and other options for animal control.

Discuss regular session agenda items.

-Jeremiah Hayes, Justin resident – Spoke to the speeding concerns neighbors and himself are having on Ovaletta. Full comment on record.

-Grant Breach, Justin resident - Shares concerns with Mr. Hayes. Full comment on record.

-Will (no address announced) - Shares concerns with above comments. Full comment on record.

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.

- Kay Collins, 1948 Caddo Springs Dr. emailed the following. Mayor Woodall read Mrs. Collins comment for the record.

I have strong concerns about the flagrant disregard of the speed limits inside the Justin city limits. I travel to work by going north on Hwy 156, typically driving through Justin anywhere from 6:45 to 7:00 am. I return traveling south typically arriving in town around 5:00 to 6:00 pm. I cannot tell you the last time I have seen a patrol car monitoring the speed limit through town at either of these times or coming through town at any other time on the weekend. As a society, I understand we are driving more miles than ever before so there are more cases of aggressive driving behaviors. Speeding is a type of aggressive driving behavior that is more than just breaking the law: it endangers not only the life of the speeder but all of those around them. According to a 2020 United States Department of Transportation report, speeding has been involved in approximately one-third of all motor vehicle fatalities, killing 11,258 people. Children and those under the age of 25 account for over 30% of those killed and injured. Now aware of these statistics, I would encourage the City of Justin to quickly establish a program to heighten awareness of the speeding problem within the city limits and deliver effective enforcement countermeasures to combat it.

PUBLIC HEARING

- 2. **PUBLIC HEARING:** Conduct a Public Hearing for a Planned Development (SF-2 and GB) for a Church and age restricted living legally described as OLD DCAD TR 2 and A0439A M. GARNETT, TR 3D generally located northeast from the intersection of Strader Lane and FM 407.
 - a. Open public hearing
 - b. Close public hearing
 - c. Consider and take appropriate action

Public Hearing was Tabled.

- 3. **PUBLIC HEARING:** Conduct Public Hearing for Specific Use Permit Amendment for a Temporary Batch Plant legally described as A0419A W.A. FERRIS, TR 1, 27.25 ACRES, OLD DCAD TR 4 and A0285A WM CABLE, TR 1(PT), 80.5650 ACRES generally located southwest from the intersection of Boss Range Road and FM 407.
 - a. Open public hearing at 7:50PM
 - b. Close public hearing at 7:50PM
 - c. Consider and take appropriate action

Mayor Pro Tem, Mounce moved to approve the SUP with the requested extension.

Seconded by: Councilman Mendoza Aye votes: Councilmembers Mendoza, Tate and Mounce. Councilman Clark abstained

POSSIBLE ACTION ITEMS

4. Consider and take appropriate action to award a contract to Crescent Constructors, Inc., in the amount of \$5,347,000 for the construction of a ground storage tank and pump station.

Councilman Clark moved to approve the item as presented.

Seconded by: Councilman Mendoza Aye votes: Councilmembers Clark, Mendoza, and Mounce. Nay votes: Councilman Tate Not present: Councilwoman Hartle Motion carries 3-1

5. Consider and act upon a Preliminary Plat for the Ranchettes at Oliver Creek Phase I legally described as A0433A T.H.W. FORSYTHE, TR 3, and A0433A T.H.W. FORSYTHE, TR 4, OLD DCAD TR 1B located north of FM 1384.

Councilman Clark moved to approve the item as presented.

Seconded by: Councilman Tate Aye votes: Councilmembers Clark, Tate and Mendoza Nay votes: Mayor Pro Tem, Mounce Not present: Councilwoman Hartle Motion carries 3-1

CONSENT

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

- 6. Consider and take appropriate action to approve a Resolution designating Denton Record Chronicle as the official newspaper for publications for the City of Justin.
- 7. Consider and take appropriate action to approve City Council minutes dated October 25, 2022.

Councilman Tate moved to approve consent items.

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

EXECUTIVE SESSION

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

- Under Section 551.071, to conduct private consultation with the City Attorney regarding:
 - o Preserve Development Agreement

Convene into executive session at 8:13PM

Adjourn into open meeting at 8:31PM

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

No Action.

FUTURE AGENDA ITEMS

- Stop and Yield signs discussion
- Heavy truck traffic signage in old town
- Upper Trinity Regional Water District update
- Home Rule Charter implementation discussion

ADJOURN

With there being no further business, the meeting was adjourned at 8:39PM

<u>Brittany Andrews</u> Brittany Andrews, City Secretary

Seal:

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



Jim Tate, Councilmember Chrissa Hartle, Councilmember

Mayor, Elizabeth Woodall

MINUTES

State of Texas County of Denton City of Justin

Justin City Council Regular Session Meeting- November 22, 2022

The Justin City Council Meeting convened into a Regular Session being open to the public the 22nd day of November, 2022 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, James Clark, and Chrissa Hartle. City Staff: City Manager, Chuck Ewings, and City Secretary, Brittany Andrews. Not present: Mayor, Elizabeth Woodall, and Councilmember Jim Tate.

Convene into Session: Mayor Pro Tem, Mounce called the meeting to order at 6:00PM

POSSIBLE ACTION ITEMS

1. Consider and take appropriate action approving Ordinance 741-22 canvassing the results of the November 8, 2022 Special Election, Proposition A.

Councilmember Clark moved to approve Ordinance 741-22 as presented.

Seconded by: Councilwoman Hartle Aye votes: Councilmembers Clark, Hartle, Mounce and Mendoza Not present: Mayor Woodall, and Councilman Tate Motion carries

2. Consider and take appropriate action approving Ordinance 742-22 canvassing the results of the November 8, 2022 Special Election, Proposition B.

Councilman Clark moved to approve Ordinance 742-22 as presented.

Seconded by: Councilwoman Hartle Aye votes: Councilmembers Clark, Hartle, Mounce and Mendoza Not present: Mayor Woodall, and Councilman Tate Motion carries

3. Consider and take appropriate action approving Resolution 594-22 declaring the adoption of a Home Rule Charter; requiring the Mayor to certify to the Secretary of State an authenticated copy of the Charter; recording the Charter in the Office of the City Secretary and providing an effective date.

Councilman Clark moved to approve Resolution 594-22 as presented.

Seconded by: Councilwoman Hartle Aye votes: Councilmembers Clark, Hartle, Mounce and Mendoza Not present: Mayor Woodall, and Councilman Tate Motion carries

ADJOURN

With there being no further business, the meeting was adjourned at 6:06PM

<u>Brittany Andrews</u> Brittany Andrews, City Secretary

Seal: