# Elizabeth Woodall, Mayor <br> CITY OF JUSTIN <br> CITY COUNCIL AGENDA <br> DECEMBER 13, 2022 <br> 415 N. COLLEGE AVE. <br> 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 25 mph .
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

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

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
- 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 $8^{\text {th }}$ 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.

## City Attorney Review: N/A

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 (SF2 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.

## FLUP:

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 $5^{\prime}$ 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 $8 \times 18$ 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 $40^{\prime}$, which differs from our ordinance requirement of $35^{\prime}$.

## 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 $6^{\prime}$ 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


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 $5 / 8^{\prime \prime}$ 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 on the north right-of-way line of F.M. 407 ( 90 ' right-of-way);

THENCE N $00^{\circ} 25^{\prime} 43^{\prime \prime}$ 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 $N 00^{\circ} 25^{\prime} 43^{\prime \prime} \mathrm{W}, 3878.3^{\prime}$ and the northwest corner of said 411.268 acre tract and the northeast corner of said 241.210 acre tract bears N $00^{\circ} 25^{\prime} 43^{\prime \prime} \mathrm{W}, 4058.56^{\prime}$ from which a $1^{\prime \prime}$ spiral square pipe bears $\mathrm{N} 19^{\circ} 26^{\prime} 40^{\prime \prime} \mathrm{E}, 5.6$ feet;

THENCE $N 89^{\circ} 27^{\prime} 48^{\prime \prime}$ 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:

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S 00`32'12" E, 108.44 feet;
S 440}2\mp@subsup{7}{}{\prime}4\mp@subsup{8}{}{\prime\prime}\textrm{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 44027'48" W, 14.14 feet;
S 00`32'12" E, 50.00 feet;
S 45`32'12" E, 14.14 feet;
```

THENCE S $89^{\circ} 31^{\prime} 09^{\prime \prime} \mathrm{W}, 553.79$ feet with a north line of said Tract 1 to a $1 / 2^{\prime \prime}$ 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 $89^{\circ} 20^{\prime} 19^{\prime \prime} \mathrm{W}$, 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 $1 / 2^{\text {" capped }}$ 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 $00^{\circ} 32^{\prime} 43$ " 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 $\mathrm{S} 89^{\circ} 20^{\prime} 19^{\prime \prime} \mathrm{W}, 480.36$ 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

## Ladera

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
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
2) Activity Center (HUB)
3) Community Pool
4) The Shack (reduced size additional amenity building)
B. Accessory Uses - The following uses shall be permitted as accessory uses:
5) Gazebos
6) Pavilions
7) Tennis and Sport Courts

## EXHIBIT "C"

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 <br> Buildings) | Front Yard Setback (Front of <br> Building to Back of Curb) | Rear Yard Setback (Between <br> Buildings) |
| :---: | :---: | :---: |
| $6^{\prime}$ Minimum | $20^{\prime}$ Minimum | $20^{\prime}$ Minimum |

VII. DEVELOPMENT AND PERFORMANCE STANDARDS

| Minimum <br> Lot Size | Minimum Lot <br> Width | Minimum Lot <br> Depth | Maximum <br> Height | Maximum Lot <br> Coverage <br> (percent of lot <br> area) | Minimum <br> Dwelling Size <br> (square feet) |
| :---: | :---: | :---: | :---: | :---: | :---: |
| N/A | N/A | N/A | $35^{\prime}$ or 2 $1 / 2$ <br> Stories | $65 \%^{*}$ | $1,100^{* *}$ |

* 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 ( $6^{\prime}$ ) 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 ( $6^{\prime}$ ) 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 ( $12^{\prime}$ ) on center.

## EXHIBIT "C"

b. One understory tree per three hundred ( $300^{\prime}$ ) square feet of the required ten percent (10\%) of the interior landscape, planted a minimum of eight feet ( $8^{\prime}$ ) 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 ( $20^{\prime}$ ) 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 ( $3^{\prime}$ ) 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 ( $40^{\prime}$ ) 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.


Orramental Metal Fence or SMTEK wall











Toscana

2,248 SF

2BR / 2BA

## 3 Elevations

*Will Have Faux Cedar Garage Doors


Avanti

1,964 SF

2BR / 2BA

## 5 Elevations

*Will Have Faux Cedar Garage Doors


Casina

2,231 SF

2BR / 2BA

5 Elevations
*Will Have Faux Cedar Garage Doors


Castella

2,419 SF

2BR / 2BA

## 3 Elevations

*Will Have Faux Cedar Garage Doors

erona

2,809 SF

2BR / 2BA

5 Elevations
*Will Have Faux Cedar Garage Doors


Verona 2-Story

2,146 SF

3BR / 3BA

3 Elevations
*Will Have Faux Cedar Garage Doors



## $\sin x$ <br> 

















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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 $\mathbf{\$ 2 , 6 1 2 , 7 6 9 . 7 5}$ 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

Mr. Chuck Ewing<br>City Manager<br>CITY OF JUSTIN<br>415 N. College Avenue<br>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
Kc: File


## GETTING STARTED ISAS EASYAS 1,2,3

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


## CUSTOMER SERVICE

 2000 FOREST RIDGE DRIVE (817) 952-2112WANT 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.

## EYEONWATER CONSUMER BENEFTIS

- 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.


1
A bar graph displays consumption by year, month, day, hour or minute.


The "At A Glance" 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.


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


- 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 <br> 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

## 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.

## Troubleshooting minor water leaks

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 of .50-3.0 gallons:


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

Send an alert when

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.

[^0]Badger Meter
Recordall ${ }^{\circledR}$ 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 ${ }^{\circledR}$ 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 <br> Designation <br> (in.) | Laying <br> Length <br> (in.) | "B" <br> Bore Dia. <br> (in.) | Coupling <br> Nut and <br> Spud Thread <br> (in.) | Tailpiece <br> Pipe Thread <br> (NPT) (in.) |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $5 / 8$ | $\times$ | $7-1 / 2$ | $5 / 8$ | $3 / 4(5 / 8)$ | $1 / 2$ |
|  | $5 / 8 \times 3 / 4$ | $\times$ | $7-1 / 2$ | $5 / 8,3 / 4$ | $1(3 / 4)$ | $3 / 4$ |
| $\mathbf{3} \mathbf{3 5}$ | $3 / 4$ | $\times$ | $7-1 / 2$ | $3 / 4$ | $1(3 / 4)$ | $3 / 4$ |
|  | $3 / 4$ | $\times$ | 9 | $3 / 4$ | $1(3 / 4)$ | $3 / 4$ |
|  | $3 / 4 \times 1$ | $\times$ | 9 | $3 / 4$ | $1-1 / 4(1)$ | 1 |
| $\mathbf{7 0}$ | 1 | $\times$ | $10-3 / 4$ | 1 | $1-1 / 4(1)$ | 1 |

## SPECIFICATIONS

|  | Model 25 $(5 / 8 \mathrm{in} . \& 5 / 8 \times 3 / 4 \mathrm{in}$. | Model 35 (3/4 in.) | $\begin{gathered} \text { Model } 55 \\ \text { (1 in.) } \end{gathered}$ | Model 70 <br> (1 in.) |
| :---: | :---: | :---: | :---: | :---: |
| Typical Operating Range ( $100 \% \pm 1.5 \%$ ) | $\begin{gathered} 0.5 \ldots 25 \mathrm{gpm} \\ \left(0.11 \ldots 5.7 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 0.75 \ldots 35 \mathrm{gpm} \\ \left(0.17 \ldots 7.9 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 1 \ldots 55 \mathrm{gpm} \\ \left(0.23 \ldots 12.5 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 1.25 \ldots 70 \mathrm{gpm} \\ \left(0.28 \ldots 16 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ |
| Low Flow | $\begin{gathered} 0.25 \mathrm{gpm} \\ \left(0.057 \mathrm{~m}^{3} / \mathrm{hr}\right) \\ \text { Min. } 98.5 \% \\ \hline \end{gathered}$ | $\begin{gathered} 0.375 \mathrm{gpm} \\ \left(0.085 \mathrm{~m}^{3} / \mathrm{hr}\right) \\ \text { Min. } 97 \% \\ \hline \end{gathered}$ | 0.5 gpm $\left(0.11 \mathrm{~m}^{3} / \mathrm{hr}\right)$ Min. $95 \%$ | $\begin{gathered} 0.75 \mathrm{gpm} \\ \left(0.17 \mathrm{~m}^{3} / \mathrm{hr}\right) \\ \text { Min. } 95 \% \end{gathered}$ |
| Maximum Continuous Operation | $\begin{gathered} 15 \mathrm{gpm} \\ \left(3.4 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 25 \mathrm{gpm} \\ \left(5.7 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | 40 gpm <br> ( $9.1 \mathrm{~m}^{3} / \mathrm{hr}$ ) | $\begin{gathered} 50 \mathrm{gpm} \\ \left(11.3 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ |
| Pressure Loss at Maximum Continuous Operation | 5/8 in. size: <br> 3.5 psi @ 15 gpm (0.24 bar @ $3.4 \mathrm{~m}^{3} / \mathrm{hr}$ ) 5/8 $\times$ 3/4 in. size: <br> 2.8 psi @ 15 gpm (0.19 bar @ $3.4 \mathrm{~m}^{3} / \mathrm{hr}$ ) | 5 psi @ 25 gpm (0.37 bar @ $5.7 \mathrm{~m}^{3} / \mathrm{hr}$ ) | 3.4 psi @ 40 gpm (0.23 bar @ $9.1 \mathrm{~m}^{3} / \mathrm{hr}$ ) | $\begin{gathered} 6.5 \mathrm{psi} @ 50 \mathrm{gpm} \\ \text { (0.45 bar @ } 11.3 \mathrm{~m}^{3} / \mathrm{hr} \text { ) } \end{gathered}$ |
| Maximum Operating Temperature | $80^{\circ} \mathrm{F}\left(26^{\circ} \mathrm{C}\right)$ |  |  |  |
| Maximum Operating Pressure | 150 psi (10 bar) |  |  |  |
| Measuring Element | Nutating disc, positive displacement |  |  |  |
|  | Available in NL bronze and engineered polymer to fit spud thread bore diameter sizes: |  |  |  |
| Meter Connections | 5/8 in. size: 5/8 in. (DN 15 mm ) $5 / 8 \times 3 / 4$ 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 $(5 / 8 \mathrm{in} . \& 5 / 8 \times 3 / 4 \mathrm{in}$. | Model 35 <br> (3/4 in.) | Model 55 <br> (1 in.) | $\begin{gathered} \text { Model } 70 \\ (1 \mathrm{in} .) \\ \hline \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: |
| Meter Housing | Lead-free bronze alloy |  |  |  |
| Housing Bottom Plates | Cast iron, lead-free bronze alloy, engineered polymer | Cast iron, lead-free bronze alloy |  |  |
| Measuring Chamber | Engineered polymer |  |  |  |
| Disc | Engineered polymer |  |  |  |
| Trim | Stainless steel |  |  |  |
| Strainer | Engineered 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 | $\begin{gathered} \text { B } \\ \text { Height Reg. } \end{gathered}$ | 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. $\times 3 / 4 \mathrm{in}$. ( 15 mm ) |  | 7-1/2 in. (190 mm) | 4-15/16 in. (125 mm) | 1-11/16 in. (42 mm) | 4-1/4 in. (108 mm) | $4-1 / 2 \mathrm{lb}(2 \mathrm{~kg})$ |
| $3 / 4 \mathrm{in}$. (20 mm) | 35 | 7-1/2 in. (190 mm) | 5-1/4 in. (133 mm) | 1-5/8 in. (41 mm) | $5 \mathrm{in} .(127 \mathrm{~mm})$ | $5-1 / 2 \mathrm{lb}(2.5 \mathrm{~kg})$ |
| $3 / 4 \mathrm{in}$. (20 mm) |  | $9 \mathrm{in} .(229 \mathrm{~mm})$ | 5-1/4 in. (133 mm) | 1-5/8 in. (41 mm) | $5 \mathrm{in} .(127 \mathrm{~mm})$ | $5-3 / 4 \mathrm{lb}(2.6 \mathrm{~kg})$ |
| $3 / 4 \mathrm{in} . \times 1 \mathrm{in} .(20 \mathrm{~mm})$ |  | $9 \mathrm{in} .(229 \mathrm{~mm})$ | 5-1/4 in. (133 mm) | 1-5/8 in. ( 41 mm ) | $5 \mathrm{in} .(127 \mathrm{~mm})$ | $6 \mathrm{lb}(2.7 \mathrm{~kg})$ |
| $1 \mathrm{in} .(25 \mathrm{~mm})$ | 55 | 10-3/4 in. (273 mm) | $6 \mathrm{in} .(152 \mathrm{~mm})$ | 2-1/32 in. (52 mm) | 6-1/4 in. (159 mm) | $8-3 / 4 \mathrm{lb}(3.9 \mathrm{~kg})$ |
| $1 \mathrm{in} .(25 \mathrm{~mm})$ | 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) | $11-1 / 2 \mathrm{lb}(5.2 \mathrm{~kg}$ ) |

## 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, $360^{\circ}$ 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 $10,000,000 \mathrm{gallons}\left(1,000,000 \mathrm{ft}^{3}, 100,000 \mathrm{~m}^{3}\right)$.

A Model 25 register is used in the following example:


| Model | Gallon | Cubic <br> Feet | Cubic <br> Meter |
| :---: | :---: | :---: | :---: |
| $25(5 / 8 \mathrm{in})$. | 10 | 1 | $0.1 / 0.01$ |
| $25(5 / 8 \times 3 / 4 \mathrm{in})$. | 10 | 1 | $0.1 / 0.01$ |
| 35 | 10 | 1 | 0.1 |
| 55 | 10 | 1 | 0.1 |
| 70 | 10 | 1 | 0.1 |

## 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 $\times$ 3/4 in.


Model 35 3/4in.


## PRESSURE LOSS CHARTS (CONTINUED)

Rate of Flow in Gallons per Minute
Model 551 in.



## ACCURACY CHARTS

## Model 25 5/8 in.



Model 25 5/8 $\times 3 / 4$ in.


Model 35 3/4 in.


## ACCURACY CHARTS (CONTINUED)

## Model 551 in.



Model 701 in.


## SMART WATER IS BADGER METER

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## Recordall ${ }^{\otimes}$ Industrial Meters

## Nutating Disc Meter, Bronze and Thermoplastic

## DESCRIPTION

The Badger Meter Recordall ${ }^{\oplus}$ (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 $1 / 2 \ldots .2$ 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 $250^{\circ} \mathrm{F}$ (see "Temperature Chart" on page 2)
- Easily maintained without removing from line
- Durable components for minimal maintenance
- Wide range of compatible accessories


## PERFORMANCE

- Accuracy: $\pm 1.5 \%$
- Repeatability: $\pm 0.5 \%$
- Pressure Range: up to 150 psi
- Temperature Range: $32 \ldots 250^{\circ} \mathrm{F}$


## 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 | $32 . .120^{\circ} \mathrm{F}\left(0 \ldots 49^{\circ} \mathrm{C}\right)$ |
| M25 | $3 / 4 \mathrm{in}$. ( 15 mm ) | lead-free bronze alloy | engineered polymer | cold liquids | $32 . .120^{\circ} \mathrm{F}\left(0 . . .49^{\circ} \mathrm{C}\right)$ |
| M35 | $3 / 4 \mathrm{in}$. $(20 \mathrm{~mm}$ ) | lead-free bronze alloy | engineered polymer | cold liquids | $32 \ldots 120^{\circ} \mathrm{F}\left(0 \ldots 49^{\circ} \mathrm{C}\right)$ |
| M55 | $1 \mathrm{in} .(25 \mathrm{~mm})$ | lead-free bronze alloy | engineered polymer | cold liquids | $32 . .120^{\circ} \mathrm{F}\left(0 . . .49^{\circ} \mathrm{C}\right)$ |
| M70 | $1 \mathrm{in} .(25 \mathrm{~mm})$ | lead-free bronze alloy | engineered polymer | cold liquids | $32 . .120^{\circ} \mathrm{F}\left(0 . . .49^{\circ} \mathrm{C}\right)$ |
| M120 | 1-1/2 in. (40 mm) | lead-free bronze alloy | engineered polymer | cold liquids | $32 . . .120^{\circ} \mathrm{F}\left(0 . . .49^{\circ} \mathrm{C}\right)$ |
| M170 | $2 \mathrm{in} .(50 \mathrm{~mm})$ | lead-free bronze alloy | engineered polymer | cold liquids | $32 . .120^{\circ} \mathrm{F}\left(0 \ldots 49^{\circ} \mathrm{C}\right)$ |
| M25 | $5 / 8 \mathrm{in}$. ( 15 mm ) | engineered polymer | engineered polymer | cold liquids | $32 \ldots 100^{\circ} \mathrm{F}\left(0 \ldots .38^{\circ} \mathrm{C}\right)$ |
| M25 | $3 / 4 \mathrm{in}$. (20 mm) | engineered polymer | engineered polymer | cold liquids | $32 . .100^{\circ} \mathrm{F}\left(0 \ldots 38^{\circ} \mathrm{C}\right)$ |
| M25* | 5/8 in. (15 mm) | lead-free bronze alloy | LCP | high temp or chemical | $32 . . .250^{\circ} \mathrm{F}\left(0 \ldots 121^{\circ} \mathrm{C}\right)$ |
| M25* | $3 / 4 \mathrm{in}$. $(20 \mathrm{~mm}$ ) | lead-free bronze alloy | LCP | high temp or chemical | $32 . .250^{\circ} \mathrm{F}\left(0 \ldots .121^{\circ} \mathrm{C}\right)$ |
| M70* | $1 \mathrm{in} .(25 \mathrm{~mm})$ | lead-free bronze alloy | LCP | high temp or chemical | $32 . .250^{\circ} \mathrm{F}\left(0 \ldots 121^{\circ} \mathrm{C}\right)$ |
| M120* | 1-1/2 in. (40 mm) | lead-free bronze alloy | LCP | chemical | $32 \ldots 110^{\circ} \mathrm{F}\left(0 \ldots 43^{\circ} \mathrm{C}\right)$ |

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


## METER SPUD AND CONNECTION SIZES

| Model | Size Designation in. | $\times$ | "L" Laying Length | "B" Bore Dia. | Coupling Nut and Spud Thread in. | Tailpiece Pipe Thread (NPT) (in.) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 25B | 5/8 | $\times$ | 7-1/2 in. (190 mm) | 5/8 in. (15 mm) | 3/4 (5/8) | 1/2 |
|  | $5 / 8 \times 3 / 4$ | $\times$ | 7-1/2 in. (190 mm) | $5 / 8 \mathrm{in}$. $(15 \mathrm{~mm}$ ), <br> 3/4 in. ( 20 mm ) | 1 (3/4) | 3/4 |
| 25P | 5/8 | $\times$ | 7-1/2 in. (190 mm) | $5 / 8 \mathrm{in} .(15 \mathrm{~mm})$ | 3/4 (5/8) | 1/2 |
|  | $5 / 8 \times 3 / 4$ | $\times$ | 7-1/2 in. (190 mm) | $5 / 8 \mathrm{in} .(15 \mathrm{~mm})$, <br> 3/4 in. ( 20 mm ) | 1 (3/4) | 3/4 |
|  | 3/4 | $\times$ | $9 \mathrm{in} .(229 \mathrm{~mm})$ | $3 / 4 \mathrm{in} .(20 \mathrm{~mm})$ | 1 (3/4) | 3/4 |
| 35B | 3/4 | $\times$ | 7-1/2 in. (190 mm) | $3 / 4 \mathrm{in} .(20 \mathrm{~mm})$ | 1 (3/4) | 3/4 |
|  | $3 / 4$ | $\times$ | $9 \mathrm{in} .(229 \mathrm{~mm})$ | $3 / 4 \mathrm{in} .(20 \mathrm{~mm})$ | 1 (3/4) | 3/4 |
|  | $3 / 4 \times 1$ | $\times$ | $9 \mathrm{in} .(229 \mathrm{~mm})$ | $3 / 4 \mathrm{in} .(20 \mathrm{~mm})$ | 1-1/4 (1) | 1 |
| 55B | 1 | $\times$ | 10-3/4 in. (273 mm) | $1 \mathrm{in} .(25 \mathrm{~mm})$ | 1-1/4 (1) | 1 |
| 70B | 1 | $\times$ | 10-3/4 in. (273 mm) | $1 \mathrm{in} .(25 \mathrm{~mm})$ | 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 | $\begin{gathered} 5 / 8 \mathrm{in} . \\ 5 / 8 \times 3 / 4 \mathrm{in} . \\ 3 / 4 \mathrm{in} . \end{gathered}$ | $\begin{gathered} 5 / 8 \mathrm{in} . \\ 5 / 8 \times 3 / 4 \mathrm{in} . \end{gathered}$ | 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 | $\mathrm{n} / \mathrm{a}$ | 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 <br> Height w/Reg. | 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) | $4-1 / 2 \mathrm{lb}(2 \mathrm{~kg})$ |
| 5/8 in. $\times 3 / 4 \mathrm{in}$. ( 15 mm ) |  | 7-1/2 in. (190 mm) | 4-15/16 in. (125 mm) | 1-11/16 in. (42 mm) | 4-1/4 in. (108 mm) | $4-1 / 2 \mathrm{lb}(2 \mathrm{~kg})$ |
| 3/4 in. ( 20 mm ) | 35 | 7-1/2 in. (190 mm) | 5-1/4 in. (133 mm) | 1-5/8 in. (41 mm) | $5 \mathrm{in} .(127 \mathrm{~mm})$ | $5-1 / 2 \mathrm{lb}(2.5 \mathrm{~kg})$ |
| 3/4 in. ( 20 mm ) |  | $9 \mathrm{in} .(229 \mathrm{~mm})$ | 5-1/4 in. (133 mm) | 1-5/8 in. ( 41 mm ) | $5 \mathrm{in} .(127 \mathrm{~mm})$ | $5-3 / 4 \mathrm{lb}(2.6 \mathrm{~kg})$ |
| 3/4 in. $\times 1 \mathrm{in}$. ( 20 mm ) |  | $9 \mathrm{in} .(229 \mathrm{~mm})$ | 5-1/4 in. (133 mm) | 1-5/8 in. (41 mm) | $5 \mathrm{in} .(127 \mathrm{~mm})$ | $6 \mathrm{lb}(2.7 \mathrm{~kg})$ |
| $1 \mathrm{in} .(25 \mathrm{~mm})$ | 55 | 10-3/4 in. (273 mm) | $6 \mathrm{in} .(152 \mathrm{~mm})$ | 2-1/32 in. (52 mm) | 6-1/4 in. (159 mm) | $8-3 / 4 \mathrm{lb}(3.9 \mathrm{~kg})$ |
| $1 \mathrm{in} .(25 \mathrm{~mm})$ | 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) | $11-1 / 2 \mathrm{lb}(5.2 \mathrm{~kg})$ |

## M25 Polymer



| Meter Size | Model | A Laying Length | B Height w/Reg. | Centerline Base | Width | Approx. Shipping Weight |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 5/8 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) |
| 5/8 $\times 3 / 4 \mathrm{in}$. ( 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) |
| 3/4 in. (20 mm) |  | $9 \mathrm{in} .(229 \mathrm{~mm})$ | 5-1/16 in. (128 mm) | 1-3/4 in. (44 mm) | 4-13/16 in. (122 mm) | $3 \mathrm{lb}(1.4 \mathrm{~kg})$ |

## M120, M170 Bronze




## 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 $\times 3 / 4 \mathrm{in}$. | 3/4 in. | 1 in. | 1 in. |
| Typical Operating Range (100\% $\pm 1.5 \%$ ) | $\begin{gathered} 0.5 \ldots 25 \mathrm{gpm} \\ \left(0.11 \ldots 5.7 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 0.5 \ldots 25 \mathrm{gpm} \\ \left(0.11 \ldots 5.7 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 0.75 \ldots 35 \mathrm{gpm} \\ \left(0.17 \ldots 7.9 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 1 \ldots 55 \mathrm{gpm} \\ \left(0.23 \ldots 12.5 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 1.25 \ldots 70 \mathrm{gpm} \\ \left(0.28 \ldots 16 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ |
| Maximum Continuous Operation | $\begin{gathered} 15 \mathrm{gpm} \\ \left(3.4 \mathrm{~m}^{3} / \mathrm{hr}\right) \\ \hline \end{gathered}$ | $\begin{gathered} 15 \mathrm{gpm} \\ \left(3.4 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 25 \mathrm{gpm} \\ \left(5.7 \mathrm{~m}^{3} / \mathrm{hr}\right) \\ \hline \end{gathered}$ | $\begin{gathered} 40 \mathrm{gpm} \\ \left(9.1 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 50 \mathrm{gpm} \\ \left(11.3 \mathrm{~m}^{3} / \mathrm{hr}\right) \\ \hline \end{gathered}$ |
| Pressure Loss at Maximum Continuous Operation | $\begin{gathered} 3.5 \mathrm{psi} @ 15 \mathrm{gpm} \\ \left(0.24 \mathrm{bar} @ 3.4 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | 2.8 psi @ 15 gpm (0.19 bar @ $3.4 \mathrm{~m}^{3} / \mathrm{hr}$ ) | $\begin{gathered} 5 \mathrm{psi} @ 25 \mathrm{gpm} \\ \left(0.37 \mathrm{bar} @ 5.7 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 3.4 \mathrm{psi} @ 40 \mathrm{gpm} \\ \text { (0.23 bar @ } 9.1 \mathrm{~m}^{3} / \mathrm{hr} \text { ) } \end{gathered}$ | $\begin{gathered} 6.5 \mathrm{psi} @ 50 \mathrm{gpm} \\ \text { (0.45 bar @ } 11.3 \mathrm{~m}^{3} / \mathrm{hr} \text { ) } \end{gathered}$ |
| Maximum Operating Pressure | 150 psi (10 bar) | $150 \mathrm{psi}$ (10 bar) | $150 \mathrm{psi}$ (10 bar) | $150 \text { psi }$ (10 bar) | 150 psi (10 bar) |
| Meter Connections | Available in NL bronze and engineered polymer to fit spud thread bore diameter sizes: |  |  |  |  |
|  | 5/8 in. (DN 15 mm ) | 3/4 in. (DN 15 mm ) | 3/4 in. (DN 20 mm ) | 1 in . (DN 25 mm ) | $1 \mathrm{in} .(\mathrm{DN} 25 \mathrm{~mm}$ ) |

M25 Polymer

| Model | Model 25 Polymer | Model 25 Polymer | Model 25 Polymer |
| :---: | :---: | :---: | :---: |
| Size Designation | 5/8 in. | $5 / 8 \times 3 / 4$ in. | 3/4 in. |
| Typical Operating Range (100\% $\pm 1.5 \%$ ) | $\begin{gathered} 1 / 2 \ldots 25 \mathrm{gpm} \\ \left(0.11 \ldots 5.7 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 1 / 2 \ldots . .25 \mathrm{gpm} \\ \left(0.11 \ldots 5.7 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 1 / 2 \ldots 30 \mathrm{gpm} \\ \left(1.0 \ldots 6.8 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ |
| Maximum Continuous Operation | $\begin{gathered} 15 \mathrm{gpm} \\ \left(3.4 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 15 \mathrm{gpm} \\ \left(3.4 \mathrm{~m}^{3} / \mathrm{hr}\right) \\ \hline \end{gathered}$ | $\begin{gathered} 15 \mathrm{gpm} \\ \left(3.4 \mathrm{~m}^{3} / \mathrm{hr}\right) \\ \hline \end{gathered}$ |
| Pressure Loss at Maximum Continuous Operation | 4.2 psi at 15 gpm (0.29 bar at $3.4 \mathrm{~m}^{3} / \mathrm{hr}$ ) | 2.8 psi at 15 gpm (0.19 bar at $3.4 \mathrm{~m}^{3} / \mathrm{hr}$ ) | 2.8 psi at 15 gpm (0.19 bar at $3.4 \mathrm{~m}^{3} / \mathrm{hr}$ ) |
| Maximum Operating Pressure | $150 \mathrm{psi}$ (10 bar) | 150 psi (10 bar) | 150 psi (10 bar) |
| Meter Connections | Available in NL bronze and engineered polymer to fit spud thread bore diameter sizes: |  |  |
|  | 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\% $\pm 1.5 \%$ ) | $\begin{gathered} 2.5 \ldots 120 \mathrm{gpm} \\ \left(0.57 \ldots .27 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ | $\begin{gathered} 2.5 \ldots . .170 \mathrm{gpm} \\ \left(0.57 \ldots 39 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ |
| Maximum Continuous Operation | $\begin{gathered} 80 \mathrm{gpm} \\ \left(18 \mathrm{~m}^{3} / \mathrm{hr}\right) \\ \hline \end{gathered}$ | $\begin{gathered} 100 \mathrm{gpm} \\ \left(23 \mathrm{~m}^{3} / \mathrm{hr}\right) \end{gathered}$ |
| Pressure Loss at Maximum Continuous Operation | 4.8 psi at 80 gpm ( 0.33 bar at $18 \mathrm{~m}^{3} / \mathrm{hr}$ ) | 3.3 psi at 100 gpm ( 0.23 bar at $23 \mathrm{~m}^{3} / \mathrm{hr}$ ) |
| Maximum Operating Pressure | 150 psi (10 bar) | 150 psi (10 bar) |
| Meter Connections | 1-1/2 in. AWWA two-bolt elliptical flange, drilled or 1-1/2...11-1/2 NPT internal pipe threads | 2 in. AWWA two-bolt elliptical flange, drilled or 2...11-1/2 NPT internal pipe threads |
| Test Plugs | Optional 1 in. NPT test plug (TP) | Optional 1 in. NPT test plug (TP) |

## PRESSURE LOSS CHARTS

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

Rate of Flow in Gallons Per Minute


Model 25 5/8 in.


Model 35 3/4 in.


Model 701 in.


Model 25 5/8 $\times$ 3/4 in.


Model 551 in.

Polymer Meters, Sizes 5/8...3/4 inch
Rate of Flow in Gallons Per Minute


Model 25 Polymer 5/8 in.


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 1702 in.

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## Control. Manage. Optimize.

Badger Meter
HR-E High Resolution Encoder

## DESCRIPTION

Applications: The High Resolution Encoder (HR-E) is designed for use with all current Recordall ${ }^{\oplus}$ Disc, Turbo, Compound, Combo and Fire Series meters and assemblies. The HR-E provides connectivity with Badger Meter ORION ${ }^{\circledR}$ and GALAXY ${ }^{\circledR}$ AMR/AMI endpoints, BadgerTouch ${ }^{\circledR}$ 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 ${ }^{\ominus}$ 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 $-40 \ldots 140^{\circ} \mathrm{F}$ ( $-40 \ldots 60^{\circ} \mathrm{C}$ ). 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, IEC 1000-4-4. Operation of the HR-E is dependent on the wire length limitations of connected AMR/AMI equipment.


## SPECIFICATIONS

| Encoder Type | Straight reading, permanently sealed, <br> magnetic drive |
| :--- | :--- |
| Unit of Measure | U.S. Gallons, Cubic Feet, Cubic Meters, clearly <br> identified on encoder face |
| Number Wheels | Eight with 5/32 inch high numerals |
| Test Circle | $360^{\circ}$ circle with ten major increments, ten <br> divisions each |
| Weight | 10 ounces |
| Humidity | $0 \ldots 100 \%$ condensing when equipped with <br> potted lead wire, 0...95\% non-condensing with <br> screw-terminal wire connections |
| Temperature | $-40 \ldots 140^{\circ}$ F (- 40...60 ${ }^{\circ}$ C ) |$|$| Signal Output | Industry Standard ASCII Format |
| :--- | :--- |
| Visual Resolution | $1 / 100$ th of Test Circle |
| Electronic Resolution | $8-d i a l ~ r e s o l u t i o n ~ f o r ~ A M R / A M I ; ~ 4, ~ 5, ~ 6, ~ 7 ~ o r ~ 8-d i a l ~$ <br> resolution for BadgerTouch |
| Signal Type | $3-$-wire synchronous for AMR/AMI solutions <br> (red=clock/power, black=ground, green=data) <br> $2-$ 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.

## 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 <br> Disc <br> Series | Size <br> (in.) | 8-Dial <br> Resolution <br> $($ gal) | 8-Dial <br> Resolution <br> $\left(\mathbf{f t}^{3}\right)$ | 8-Dial <br> Resolution <br> $\left(\mathbf{m}^{3}\right)$ |
| :---: | :---: | :---: | :---: | :---: |
| M25/MLP | $5 / 8$ | 0.1 | 0.01 | 0.001 |
| M25/MLP | $3 / 4$ | 0.1 | 0.01 | 0.001 |
| M35 | $3 / 4$ | 0.1 | 0.01 | 0.001 |
| M40 | 1 | 0.1 | 0.01 | 0.001 |
| M55 | 1 | 0.1 | 0.01 | 0.001 |
| M70 | 1 | 0.1 | 0.01 | 0.001 |
| M120 | $1-1 / 2$ | 1 | 0.1 | 0.01 |
| M170 | 2 | 1 | 0.1 | 0.01 |


| Fire Service <br> Series | 8-Dial <br> Resolution <br> (gal) | 8-Dial <br> Resolution $\left(\mathbf{f t}^{3}\right)$ | 8-Dial <br> Resolution <br> $\left(\mathbf{m}^{3}\right)$ |
| :---: | :---: | :---: | :---: |
| 3 in. | 1 | 0.1 | 0.01 |
| 4 in. | 1 | 0.1 | 0.01 |
| 6 in. | 10 | 1 | 0.1 |
| 8 in. | 10 | 1 | 0.1 |
| 10 in. | 10 | 1 | 0.1 |


| Recordall <br> Turbo <br> Series | Size <br> (in.) | 8-Dial <br> Resolution <br> $($ (gal) $)$ | 8-Dial <br> Resolution <br> $\left(\mathbf{f t}^{3}\right)$ | 8-Dial <br> Resolution <br> $\left(\mathbf{m}^{\mathbf{3}}\right)$ |
| :---: | :---: | :---: | :---: | :---: |
| T160 | $1-1 / 2$ | 1 | 0.1 | 0.01 |
| T200 | 2 | 1 | 0.1 | 0.01 |
| T450 | 3 | 1 | 0.1 | 0.01 |
| T1000 | 4 | 1 | 0.1 | 0.01 |
| T2000 | 6 | 10 | 1 | 0.1 |
| T3500 | 8 | 10 | 1 | 0.1 |
| T5500 | 10 | 10 | 1 | 0.1 |
| T6200 | 12 | 100 | 10 | 0.1 |
| T6600 | 16 | 100 | 10 | 1 |
| T10000 | 20 | 100 | 100 | 1 |


| Recordall <br> Compound <br> Series | Size <br> (in.) | 8-Dial <br> Resolution <br> (gal) | 8-Dial <br> Resolution <br> $\left(\mathbf{f t}^{3}\right)$ | 8-Dial <br> Resolution <br> $\left(\mathbf{m}^{3}\right)$ |
| :---: | :---: | :---: | :---: | :---: |
| High Side T200 | 2 | 1 | 0.1 | 0.01 |
| Low Side M25 | 2 | 0.1 | 0.01 | 0.001 |
| High Side T450 | 3 | 1 | 0.1 | 0.01 |
| Low Side M25 | 3 | 0.1 | 0.01 | 0.001 |
| High Side T1000 | 4 | 1 | 0.1 | 0.01 |
| Low Side M35 | 4 | 0.1 | 0.01 | 0.001 |
| High Side T2000 | 6 | 10 | 1 | 0.1 |
| Low Side M35 | 6 | 0.1 | 0.01 | 0.001 |

Resolution stated as individual high and low readings.

## Making Water Visible ${ }^{\oplus}$

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## www.badgermeter.com

[^1]
## Cellular LTE Endpoint

## DESCRIPTION

The ORION ${ }^{\circledR}$ 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 ${ }^{\circledR}$ 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 ${ }^{\circledR}$ Ultrasonic, E-Series ${ }^{\circledR}$ 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 ${ }^{\oplus}$ (Elster) ScanCoder ${ }^{\circledR}$ encoder with Sensus ${ }^{\circledR}$ protocol module and evoQ4 meter (encoder output); Master Meter ${ }^{\circledR}$ Octave ${ }^{\ominus}$ Ultrasonic meter encoder output; Metron-Farnier Hawkeye; Mueller Systems 420 Solid State Register (SSR) LCD; and Sensus iPerl ${ }^{\circledR}$.

## SPECIFICATIONS

| Dimensions | $5.125 \mathrm{in} .(130 \mathrm{~mm})(\mathrm{H})$ <br> 1.75 in . ( 44 mm ) Diameter at top <br> 2.625 in . (W) $\times 2.875 \mathrm{in}$. (D) at base <br> 67 mm (W) x 73 mm (D) at base |
| :---: | :---: |
| Broadcast Network | LTE cellular network, with fallback to 3 G where LTE is unavailable. Mobile backup frequency is FCC-regulated 902... 928 MHz frequency hopping modulation |
| Operating Temperature Range <br> - Storage, Meter Reading and Mobile Backup <br> - Cellular <br> Communications | $\begin{aligned} & -40 \ldots 60^{\circ} \mathrm{C}\left(-40 \ldots 140^{\circ} \mathrm{F}\right) \\ & -20 \ldots . .60^{\circ} \mathrm{C}\left(-4 \ldots 140^{\circ} \mathrm{F}\right) \end{aligned}$ |
| 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 ${ }^{\circledR}$ or Nicor ${ }^{\circledR}$ ) 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 <br> 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 <br> 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 <br> 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 <br> 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 not replaceable. Users should make no attempt to replace the batteries. <br> Changes or modifications to the equipment that are not expressly approved by Badger Meter could void the user's authority to operate the equipment. |

[^2]www.badgermeter.com

## 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 $23^{\prime}-24^{\prime}$. 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

# CONTRACT CHANGE 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 IMPROVEMENT PROGRAM YEAR 3 MISC. ASPHALT PAVEMENT REPAIR
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 equipment necessary to complete the following work and to adjust the total contract as indicated; the work below to be completed for the sum of: \$ 95,711.02
(CHANGE ORDER \#2 )


THIS CHANGE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT

| Original Contract Amount: \$ | $656,656.00$ |
| ---: | ---: |
| Change Orders to Date: \$ | $58,574.40$ |
| Amount this Change Order: \$ | $95,711.01$ |
| Job Total to Date: \$ | $810,941.41$ |

Coyytromesug
Authorized Signature
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 fulltime 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


## 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<br>Sales/Operations Manager<br>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:

## DAIL Y PORT TASKS

| AREA CEMVMES | FPEDOEM | MOSTILY PRIPE |
| :---: | :---: | :---: |
| City Council Chambers | 6xmonth | \$426.67 <br> (\$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.


## 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.

## 14 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.

## 15 FORCE MAJEURE.

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.

## 16 AMENDMENT.

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

## 17 GOVERNING LAW.

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

## 18 SEVERABILITY.

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.

## 19 ATTORNEYS' FEES.

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.

## 20 ASSIGNMENT.

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

## 21 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.

## 22 INSURANCE CONTRACT

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.

## 23 IN WITNESS WHEREOF.

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

## MAJ COMMERCIAL JANITORIAL SERVICES, LDC

Company

## Austin Weedor

CITY OF JUSTIN
Client

By: $\qquad$

Name (printed):

Title:

Date: CERTIFICATE OF LIABILITY INSURANCE

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).
PRODUCER
Next First Insurance Agency, Inc.
PO $80 \times 60787$
Palo Alto, CA 94306

| CONTACT NAME: |  |  |
| :---: | :---: | :---: |
| PHONE CAMC. No. Ext): (855) 222.5919 | FAX <br> (AIC, No): |  |
|  |  |  |
| INSURER(S) AFFORDING COVERAGE |  | NAIC \# |
| Insurer a : Next Insurance US Company |  | 16285 |
| INSURERB: |  |  |
| INSURERC: |  |  |
| INSURERD: |  |  |
| INSURERE: |  |  |
| INSURERF: |  |  |

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.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

## CERTIFICATE HOLDER




## CANCELLATION

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
COVERAGES CERTIFICATE NUMBER: 848625879
LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Atlach ACORD 101, Additional Remarks Schedule, if more space is required) REVISION NUMBER: 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


SPECIAL CONDITIONS I OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER
OBA Maja Commercial Janitorial Services 5801 Golden Triangle Blvd Ste 103 Fort Worth. TX 76244


CANCELLATION
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


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.


## 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


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.

## Next Insurance US Company

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.


## 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
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


## EXHBITT 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.

| ABEAS ¢ EVMMEI $^{\text {a }}$ | Hhiculena |
| :---: | :---: |
| City Council Chambers | - $6 \times$ month |

## City Council Meeting

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 <br> 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

Attachments:

1. Map
2. Preliminary Plat

## City Council Meeting

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

Attachments:

1. Aerial Map
2. Proposed Plat






## FINAL PLAT

LOTS 60-96, 97X, BLOCK 14; OF TIMBERBROOK, PHASE 4B
W. YOUNG SITRVEYED IN THE
W. YOUNG SURVEY, ABSTRACT No. 1444
M. GARNETT SURVEY, ABSTRACT No. 439 M. GARNETT SURVEY, ABSTRACT No. 439
H. MCDONALD SURVEY, ABSTRACT No. 879 CITY OF JUSTIN, DENTON COUNTY, TEXAS


## City Council Meeting

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 25 mph .

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

## 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 $79^{\text {th }}$ 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 $13^{\text {th }}$ day of December 2022.

## APPROVED:

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

## APPROVED AS TO FORM:

City Attorney
$\qquad$

## City Council Meeting

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

Attachments:

1. EDP Best Practices Service Agreement
2. EDP Action Plan Summary
3. Bespoke Grant Application
4. 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. Base Services: The following Base Services shall be performed by the Consultant in cooperation with the Coordinator from the JEDC as defined below.
1.1. Discovery: Work with the Coordinator to identify the following.
A. Background Info: 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. Preliminary SWOT Analysis: 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. Preliminary Objectives: 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. Mission Statement: 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. Phase 1 Development: Develop the Deliverables with the following characteristics and process.
A. Draft SWOT Analysis: 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. Draft Objectives: 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. Draft Action Plan: Distribute the current Action Plan draft prior to meeting one.
D. Meeting One (See Section 5.2): Shall include the items below. (Estimate 1.5-2 hrs.)
i. Discovery Information: Review and finalize the representation of the Discovery Information.
ii. Mission Statement: Facilitate the development of a Mission Statement for the JEDC.
iii. SWOT Finalization: Using the Working List developed in the Discovery phase, facilitate final development of the SWOT Summary for both the JEDC and the City.
iv. Goals \& Objectives: Using the Working List developed in the Discovery phase, facilitate the identification and organization of the goals and objectives for the JEDC.
v. Prioritization Directions: Discuss the prioritization of objectives process, including how to execute the objectives prioritization forms.
1.3. Phase 2 Development:
A. Prioritization: Prior to the second meeting, as homework, distribute forms to participants requesting prioritization of all objectives utilizing a confidential and proprietary forcedranking system. This shall be provided to the Consultant in a timely manner for compilation.
B. MGO Progress Report Form: Incorporate the prioritized goals and objectives into a Progress Report Form allowing for timing expectations and responsibility assignments.
C. Draft Action Plan: 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. Prioritized Goals and Objectives: Review, discuss and finalize the goals and objectives as prioritized.
ii. MGO Progress Report: Review, discuss and finalize the MGO Progress Report.
iii. Final Plan Review: Review, discuss and finalize all aspects of the Action Plan.
1.4. Deliverables: Consultant shall provide the following.
A. Action Plan: Organize all information identified in the Discovery and Development phases into an easily understood pdf document.
B. JEDC Activities Summary: An Excel document that allows the Staff / JEDC to document their activities year-over-year.
C. Goals \& Objectives Progress Report: 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. Project Coordinator (Coordinator): Provide a staff liaison to work with Consultant to provide insights as to the desires of the JEDC and facilitate communication.
2.2. Discovery: The information noted above, in particular the background info, preferably in chart / graph formats for ease of understanding by the JEDC.
2.3. Development: Assistance in the development and review of the document, including coordination with any other JEDC representatives.
2.4. Meetings: Coordination of any desired meetings.
2.5. Presentations / Memos: Any briefing memos and / or PPT presentations to the JEDC or Council.
2.6. Printing: JEDC to handle printing, binding, or distribution of any documents.
3. Confidentiality: Both parties agree to the following confidentialities.
3.1. Content: 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. Marketing Permission: 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. Payment Disclosure: 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. Proprietary Forms: 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. Payment: 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. Base Services (fixed fee): 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. Discovery: $\$ 2,250$
B. Development: $\$ 3,750$
C. Deliverables: $\$ 1,000$
D. Delivery of Final Documents: $\$ 500$
E. Additional Groups: 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. Board Meetings (variable fee): 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. Reimbursables: 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. Additional Services: 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

Signed:


Name: Greg Last
Title: Chief Executive Officer
Date: October 6, 2022
PH: (817) 992-6156
EM: glast@EDPBestPractices.com
Address: 4609 Shadycreek Lane
Colleyville, TX 76034

JEDC: Justin Economic Development Corporation

Signed: $\qquad$
Name: Abbey Reece
Title: Assistant to the City Manager, EDC Liaison Date: $\qquad$
PH: (940) 648-3800
EM: AReece@cityofjustin.com
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 www.EDPBestPractices.com.

## 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

| STRENGTHS |  |  |  |  |  |  |
| :--- | :--- | :---: | :---: | :---: | :---: | :---: |
| 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 |  |  |  |  |  |
| What are our weaknesses? |  |  | 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

| 1. Goal: Enhance administration, management and reporting efforts - (ADM) |  |  |
| :---: | :---: | :---: |
|  | Objectives: | Description: |
| A | Adopt an Action Plan setting near-term direction | A plan of action for the near term (1-3 ycs) for the Board and Staff to advance prioritized objectives. |
| B | Develop a Performance Dashboard tracking system for reporting | An Excel document that allows recording of desired data which then feeds a single-page dashboard for reporting the EDO's activities. |
| 2. 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. |
| B | 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

- Board members to confidentially prioritize the objectives

| Rank | Score | Priority of Objective Highest $\qquad$ towest |  |  |  |  | Goal | Objective | Description |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 5.00 | 5 |  |  |  |  | M8P | Develop a Marketing \& Promotion Plan | A Plon to identify marketing resources, torgets, and |
| 2 | 4.60 | 3 | 2 |  |  |  | Red | Develop a Sites \& Buildings Summary | A summory showing the locotion of ovailable sites or buildings and a matrix of doto and contacts for each |
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| 5 | 4.20 | 1 | 4 |  |  |  | ADM | Develop a comprehensive CRM database | A Customer Relotionship Manogement system <br> for communicating with prospects and stakehalders |
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| 7 | 4.00 | 2 | 1 | 2 |  |  | 日RE | Implement a comprehensive BRE program | Implement a BRE progron thot includes vorious programs to support and grow existing businesses |
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## Implementation / Tracking

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

| Objectives: |  | When June | $\begin{aligned} & \text { Resp. } \\ & \hline \text { MDD } \end{aligned}$ | $\begin{gathered} \text { \% } \\ \hline \text { DONE } \end{gathered}$ | Notes <br> - Objectives in process | $\begin{array}{\|c} \hline \text { Goal } \\ \hline \text { ADM } \\ \hline \end{array}$ |
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| 1 | Approve the Action Plan |  |  |  |  |  |
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| a | - Budget for adequate funds | Jul | MK |  | - S budgeted for FY 18-19 |  |
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| 3 | Develop a BRE Program |  |  | 10\% | . | BRE |
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| c | - Business list | Aug |  | 25\% | - Excel to start with |  |
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Best Practices

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| b | - Provide a notice / ad in local paper-? | June | JH |  | - Develop graphic |  |
| 3 | Develop a BRE Program |  |  | 10\% | . | BRE |
| a | - Take BRE training | July | EDT |  | - Objective \#\# |  |
| b | - Business info collection form | Aug |  | 50\% | - Need to tailor |  |
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| d | - Enter data / verify with brokers/owners | Aug | EDT |  | - |  |

Best Practices

$\qquad$
Rejected $\qquad$
Date $\qquad$

Façade \＆Sign Reimbursement Grant Program Application
Please return completed with necessary attachments and signatures to Justin Economic／Community Development Office， 117 W ． 4 th，no later than the $15^{\text {th }}$ of the month．If you have any application questions，please contact the Justin Community Development Staff at 940／648－3800．
－Applicant Name $\qquad$ Natalie Bush Date $\qquad$ $10 / 27 / 22$
－Business Name Bespoke Art Studio
－Mailing Address 1937 Caddo Springs Dr．Justin，TX 76247
－Contact Phone 5704668171 $\qquad$ Email Address $\qquad$ natant studiotx egmail．com
－Building Owner（if different from applicant） $\qquad$ Ruth Davis
－Historical／Current Building Name $\qquad$
－Physical Building Address＿ 409 FM 156 Justin，TX 76247
－Type of Work：（check all that apply）
Sign双 Paint Masonry cleaning／paint removal 口
Awning／Canopy／区
Unc6vering／replacing windows
Other： $\qquad$
－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 flat aluminum sign．Painting of brick and custom abstract mural．
－List Contractor／Project architect Proposals and Total Amounts（attach original proposals）：
i．Expert signs co．$\$ 1,350$（flat sign／no lighting）
2．Acf dfw awnings（one singular awning） 950 to $\$ 3280$（full redamement 3．Mural Painting estimated $\$ 3,134$ in paint + labor
－AMOUNT OF FAÇADE AND／OR Sign Grant Requested（\＄500 sign max，\＄5，000 facade max）：$\$ 500$ sign／$\$ 5,000$ facade Attach with all required color samples of paint，materials，and sign design，etc．，as well as photographs of building＇s exterior façade．
$\qquad$
Applicant＇s Signature
－total Cost of Proposed Grant Project：$\$ 5,434=7764$

$$
\text { wash } \quad 11 / 10 / 22
$$

## Façade \& Sign Reimbursement Grant Agreement Form

Please return completed with necessary attachments and signature to Justin Economic/Community Development Office, $117 \mathrm{~W} .4^{\text {th }}$, no later than the $15^{\text {th }}$ 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.
 (Initial)
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.

## Bespoke Art Studio

## Business/Organization Name



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

Sales Order \#: JCM2022-10-073
Date: 28/10/2022
Your Sales Consultant is Juan Carlos Martin

|  | BILLINGADDRESS |
| :--- | :--- |
| Name: | Natalie Bush |
| Company: | Bespoke Art Studio <br> Address: <br> City, State, Zip: |
| 409 Farm to Market Road 156 <br> PO \#: |  |
| Phone \#: | $570-466-8171$ |

JOB DESCRIPTION
Fabricate and install a 42 inch $\times 193$ inch aluminum "pan" sign, 2 inch deep, primed and painted using our SignLux ${ }^{\text {mm }}$ automotive grade paint system for maximum lifespan. The sign will consist of $0.08^{\prime \prime}$ aluminum, ideal for this size to prevent bowing or a "wavy" look. The face will be seamed between aluminum panels, but the seams will be flush to make them as minimal as possible.

## PROJECT/SHIPPINGADDRESS

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

Company:
Address:

PO \#:
Phone \#: Graphics will be 1 color of 3 M vinyl. Installation is included in the DFW metroplex
Upgrade to acrylic cut letters installed flush to the face of the pan sign.
Permit filing labor with the City is included. The City's permit fee is additional.


## your cost*: SEE ABOVE

EXTENDED WARRANTY: N/A
ENGINEER'S DRAWING: N/A
INSTALLATION: Included
ELECTRICAL Hook-UP**: N/A
total tax: Plus Tax
PERMITIING FEES: \$200
DEPOSIT: 50\%
balance due: before shipment, ¿elivery or install

[^3]Permit Necessary? YES

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

## 1. PRICING. The price of the Sign Includes material and labor as hereinater ANS CONDITIONS


 delivered orders. Should Purchaser not be ready for delivery when the sign is completed, Seller may require ninety percent ( $90 \%$,

 separately for sales tax purposes which MAY save on sales tax.) Our invoices are the controiling part of this contract.
 amount is refundable when full-price financing is arranged and the financing company has accepted our deposit billing
3. CHANGE REQUESTS. Changes to this written contract MUST be requested by purchaser










 or any reason




 etc. Will be disposed of without compensation to Purchaser unless otherwise specified on the Sales Order

 cerified or registered mail

All Warranties herein contained are transferable to Subsequent Owners of a sign both manufactured and installed by Seller so long as all




















 9. UNAUANTIES WHICH ARE NOT CONTAINED IN THIS SALE.

10 DEFAULT BY PURCHASER This Sale may not be uniterally





 shall pay to Seller all of the expenses of removal, as well as reinstallation













 12. LTMITED LIABILITY. Purchaser agrees and affirms that Seller's liability, whether in contract covenants or any term or condition of this Sale exists.


 13. Law and Forum for Disputes. This Agreement shall be governed in all respects by the laws of of $\$ 50,000$ or the cost of repair or replacement of defective parts. claim or dispute arising from this Agreement shall be in any state or federal cospects by the laws of the State of Texas, without regard to conflict of law provisions. Venue of any courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes. hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise without the prior and permitted assigns, but the obligations of Purchaser

 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
 address as such other party may from time to time by such written notice designate to shall be addressed to the other party at its address set forth in this Sale, or at such other 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.


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| 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 a workmanship manner according to standard practices. Any alteration of deviation from above specifications invalving extra costs will be executed only upon written orders, and will become an extra charge over and abowe the estimate. All agreements contingenk upon strikes, accidents, or delays beyond our control. Owner to carry fire, tromado, and ather necessary insurance. Our workers are fully cowered 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 acoepted after the work has started. | Authorized Signature: <br> Kevin McIntosh <br> NOTE: This proposal may be withdramn by ACF if not accepted within $\mathbf{3 0}$ days. |
| AOCEPTANCE OF PROPOSAL: The ibove proces, aperificitiona, and condilions are setaffectory and are herety scosepted. You are authortised to do the work as specified. Pyment will be made ceo outined above. <br> Date of Accoptance: $\qquad$ | Signtire: <br> Sronture: |

## Expert Signs:

Overall size is close to 192 " $\times 40$ ".
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

Created Date: 10/31/2022
DESCRIPTION: Exterior Wall Mural- Natalic Bush
Bill To: SpeedPro Fort Worth 2553 E. Loop 820 N. Fort Worth, TX 76118

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

Requested By: Jen McCain
Email: jmccain@speedpro.com
Tax ID: 32049532016
 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.


# 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 $\mathcal{E}$ sign reimbursement grant program.

## Facade E 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.



| BUDGET AMENDMENT |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| FY 2022-2023 |  |  |  |  |
| Amended Expenditures |  |  |  |  |
|  |  | FY 2022-2023 | FY 2022-2023 |  |
|  |  | ORIGINAL | AMENDED |  |
| ACCOUNT NUMBER | Description | BUDGET | 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 |  |  |  | - |
| CDC |  |  |  |  |
| 236-7530-647070 | Property Enhancement Grant | - | 7,500 | 7,500 |
| 236-7530-xxxxxx | Transfer to Fund Balance | 53,476 | 45,976 | $(7,500)$ |

Total

## City Council Meeting

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

## City Council Meeting

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

## Attachments:

## City Council Meeting

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

Attachments:

## City Council Meeting

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

Attachments:

## City Council Meeting

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:

Attachments:

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

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 $10^{\text {th }}$ 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<br>Aye votes: Councilmembers Mendoza, Tate and Mounce.<br>Councilman Clark abstained

Not present: Councilwoman Hartle
Motion carries 3-0

## 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

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

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:
- Preserve Development Agreement

Convene into executive session at $8: 13 \mathrm{PM}$
Adjourn into open meeting at 8:31PM
8. Discuss, consider, and act on items discussed in Executive Session.

No Action.

## FUTURE AGENDA ITEMS

- $\quad$ 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

## Brittany Andrews

Brittany Andrews, City Secretary Seal:

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 $22^{\text {nd }}$ 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 certifiy 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

Brittany Andrews<br>Brittany Andrews, City Secretary


[^0]:    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:

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    Verizon
    T-Mobile
    Sprint PCS
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