

Alyssa Linenkugel, Place 1
Tomas Mendoza, Place 2
John Mounce, Place 3



James Castle, Place 4
Daniel Dennis, Place 5
Shelby St. Claire, Mayor Pro Tem, Place 6

James Clark, Mayor
CITY OF JUSTIN
CITY COUNCIL AGENDA
APRIL 10, 2025
415 N. COLLEGE AVE.
5:30 PM

A) 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”*

B) PROCLAMATION(S)

1. Presentation of a Proclamation recognizing the Month of April as Child Abuse Prevention Month
2. Presentation of a Proclamation recognizing April 13th through April 19th as Telecommunications Week
3. Presentation of a Proclamation recognizing April 6th through April 10th as Library Week

C) RECOGNITION

1. Recognition of Director of Library Services and Court Administrator Lesa Keith for 20 years of dedicated service to the City of Justin

D) 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.

1. Under Section 551.071, to conduct a private consultation with the City Attorney regarding:
 - Trafford Terrace Developers Agreement
 - Justin Crossing Developers Agreement
2. Under Section 551.087 the City Council may convene in an executive session to discuss or deliberate regarding commercial or financial information that the City of Justin has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with

which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described below.

- Treeline Development
- Dream Complex Developers Agreement
- Cobblestone Agreement

3. Under Section 551.072, to deliberate regarding the purchase, exchange, lease, or sale of real property located north of Wilkerson Lane and Boss Range Road, south of Timberbrook Parkway and FM 156, east of Timberbrook Parkway and FM 407, and west of FM 156.
4. Under Section 551.072, to deliberate regarding the purchase, exchange, lease, or sale of real property related to Water Infrastructure

E) TAKE ANY ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION ITEM(S)

F) WORKSHOP ITEM(S)

1. Receive a report on Denton County Days Legislative trip to the Capitol
2. Discuss and receive an update regarding building repairs for the Library

G) UPCOMING MEETINGS AND EVENTS

1. The following is a list of upcoming meetings and events:
 - April 12, 2025, Open Air Market hosted by Justin Business Association
 - April 14, 2025, Park Board meeting at 6 p.m.
 - April 15, 2025, Library Board meeting at 4:30 p.m.
 - April 15, 2025, Planning & Zoning Commission meeting at 6:30 p.m.
 - April 17, 2025, EDC/CDC meeting at 5:30 p.m.
 - April 19, 2025, Justin Community Easter Egg Event, Baseball Fields at 10 a.m.
 - April 26, 2025, Justin Fun Day
 - April 22-26 Early Voting at City Hall 8-5 p.m.
 - April 27 Early Voting at City Hall 11-5 p.m.
 - April 28-29 Early Voting at City Hall 7-7 p.m.
 - May 3, 2025, Election Day 7-7 p.m. by Precinct

H) PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens with the opportunity to speak, the mayor may impose a three-minute time limitation for each citizen to speak with a seasonal limitation on speakers on one topic or item with a maximum of fifteen total minutes on the same topic. 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.

I) REPORT(S)

1. Receive a Biannual Update from the Library Board

J) CONSENT AGENDA

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

1. Consider approving the March 27, 2025, City Council minutes; and take appropriate action.
2. Consider approving Resolution 741-25 authorizing the authorizing the City Manager to negotiate and execute Interlocal Cooperation Agreements between the City of Justin and Tradition Municipal Utility District No. 2C of Denton County (the “District”) for the provision of (1) law-enforcement services, and (2) fire protection and emergency medical services.; and take appropriate action.
3. Consider approving Resolution 748-25 authorizing the Notice of Termination of Contract with McCreary Veselka Bragg & Allen PC (MVBA) for collection of delinquent Court fines, fees, and delinquent utility billing fees; and take appropriate action.
4. Consider approving Resolution 745-25 authorizing the City Manager to enter into an agreement with Perdue for Municipal Court Fines and Fees; and take appropriate action.
5. Consider approving Resolution 749-25 authorizing an agreement with the Perdue Firm for Utility Billing Fee Collections; and take appropriate action.
6. Consider adopting Ordinance 798-25, second reading, for the Cuesta Annexation legally described as M. Polk Survey, Abstract No. 993, W.A. Ferris Survey, Abstract No. 419, W.D. Redd Survey, Abstract No. 1125; and take appropriate action.
7. Consider adopting Ordinance 800-25, first reading, approving an amendment to the FY 2024-2025 Community Development (Type B) Corporation Budget; and take appropriate action.
8. Consider approving Resolution 746-25 approving an amendment to the Construction Manager at Risk (CMAR) Agreement with Crossland Construction Company, Inc. establishing a Guaranteed Maximum Price **not to exceed \$21.79M** for the construction phase of the new Fire Station Project; and take appropriate action.

K) ITEMS PULLED FROM CONSENT AGENDA

L) ACTION ITEM(S)

1. Consider approving Resolution 747-25, authorizing the City Manager to execute a Professional Auditing Service Agreement for Fiscal Year 2023-2024; and take appropriate action.

M) FUTURE AGENDA ITEMS

1. Mayor Pro Tem Shelby St. Claire has submitted a future agenda item, for City Council review.

N) 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 4/3/25

by 3 p.m., at least 72 hours preceding the scheduled meeting time.

Amy Piukana

Amy Piukana, TRMC, City Secretary



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 1. (PROCLAMATION(S))

Title: Presentation of a Proclamation recognizing the Month of April as Child Abuse Prevention Month

Department: Administration

Contact: Amy Piukana, City Secretary

Recommendation:

No action, ceremonial item.

Background:

Mayor Clark will present a proclamation recognizing the month of April as Child Abuse Prevention Month. Ms. Heather Johnson, Development Director with CASA Denton County will be present to accept the proclamation.

City Attorney Review: No

Attachments:

1. Child Abuse Prevention Month 2025



PROCLAMATION

CHILD ABUSE PREVENTION MONTH 2025

WHEREAS, there were 577 children affected by abuse and neglect served by CASA of Denton County in 2024; and

WHEREAS, more than 204 volunteers from Denton County work with the organization, giving annually 20,679 service hours of their time and driving 217,982 miles to ensure safety for our community's children; and

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

NOW, THEREFORE, BE IT PROCLAIMED THAT: I, James Clark, Mayor of the City of Justin, do hereby proclaim the month of April 2025 as: ***“Child Abuse Prevention Month.”***

Proclaimed this 10th day of April,
2025.

James Clark, Mayor



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 2. (PROCLAMATION(S))

Title: Presentation of a Proclamation recognizing April 13th through April 19th as
Telecommunications Week

Department: Administration

Contact: Brian Frieda, Police Chief

Recommendation:

No action, ceremonial item.

Background:

Mayor Clark will present a proclamation to members of the Denton County Telecommunications Staff.

City Attorney Review: No

Attachments:

1. Telecommunications April 13-19 by AP



PROCLAMATION

NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK APRIL 13-19, 2025

WHEREAS, the week of April 13, 2025, through April 19, 2025, is a time to show our appreciation and recognize that our health, safety, and well-being often depend on the commitment and steadfast devotion of Public Safety 9-1-1 Telecommunicators; and

WHEREAS, the Denton County 911 Telecommunicators are dedicated professionals ready to answer emergency and lifesaving calls to those in need 24 hours a day, seven days a week, 365 days a year. We know we can rely on the dedication and professionalism of our 911 Telecommunicators, who answer non-emergency and 9-1-1 emergency calls for law enforcement, fire, and emergency medical services and dispatch the appropriate assistance as quickly as possible. Our 911 Telecommunicators are often the sole lifeline to Police, Fire, and EMS in the field; and

WHEREAS, in 2023, the Denton County 911 Telecommunicators answered 77,605 9-1-1 Emergency calls for service and 174,913 Non-Emergency calls totaling 252,518, which does not include 58,619 outbound calls or the 279 texts to 9-1-1 that were processed. Aside from managing the telephone workload load, they entered 396,168 Officer-initiated activates/public requests and 24,398 Fire/EMS-initiated activates/public requests;

WHEREAS, our dedicated 911 Telecommunicators engage in hundreds of hours of specialized training and continuing education to enhance their communication and lifesaving skills. Our skillful and experienced Telecommunicators, who support emergency response and show devoted commitment every day, serve as a vital link between our residents and public safety providers who save lives, protect property, and apprehend criminals; and

WHEREAS, it is appropriate to set aside a week and recognize the vital and critical role our 9-1-1 Telecommunicators provide in helping to protect life and property. They are the unseen heroes of Public Safety; they are always heard but rarely seen; they are the heroes behind the scenes, the calm voice in the dark.

NOW, THEREFORE, BE IT PROCLAIMED THAT: I, James Clark, Mayor of the City of Justin, do hereby recognize “*April 13-19, 2025 as National Public Safety Telecommunications Week.*”

Proclaimed this 10th day of April
2025.

James Clark, Mayor



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 3. (PROCLAMATION(S))

Title: Presentation of a Proclamation recognizing April 6th through April 10th as Library Week

Department: Administration

Contact: Lesa Keith, Lib./Court Director

Recommendation:

No action, ceremonial item.

Background:

Mayor Clark will conduct a presentation of a proclamation recognizing April 6th through April 10th as Library Week in the City of Justin.

City Attorney Review: No

Attachments:

1. Library Week April 6-12



PROCLAMATION

Library Appreciation Week April 6-12, 2025

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities; and

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning; and

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive; and

WHEREAS, libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community; and

WHEREAS, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success;

WHEREAS, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all;

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme “**Drawn to the Library**”;

NOW, THEREFORE, BE IT PROCLAIMED THAT: I, James Clark, Mayor of the City of Justin, do hereby proclaim “*the month of April 6-12th as National Library Week.*”

Proclaimed this 10th day of April
2025.

James Clark, Mayor



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 1. (REPORT(S))

Title: Receive a Biannual Update from the Library Board

Department: Administration

Contact: Lesa Keith, Lib./Court Director

Recommendation:

No action, update only.

Background:

Library Board Chair Frank Pliska will provide a biannual update.

City Attorney Review: No

Attachments:

1. Library Board Commissions Updates



JUSTIN
— 1887 —

**Boards &
Commission
Library Board
Biannual Update**



MARY EMMA
TATE



Budget Workshop 7/25/2024

Library Board Members

- 🔗 Members
- 🔗 Place 1: Fran Plisga, Member
- 🔗 Place 2: Jenette Mears-ETJ, Member
- 🔗 Place 3: Vacant
- 🔗 Place 4: Briana Cory-Member
- 🔗 Place 5: Kayce Strader-ETJ, Member
- 🔗 Place 6: Monica Dumke, Chair
- 🔗 Place 7: Heather Beatty, Member
- 🔗 Place 8: Vacant(Alternate)

3/13/2025

Mission/Purpose:

The City of Justin Library Advisory Board is to ensure the library is operating well and meets the needs of the community. The board serves as an advocate of the library to work for improvement of the library services offered to the community.

The Library Board has held:

Meetings:

(3) meetings over the past year including (1) City Council Joint Workshop

Attendance:

90% attendance

The library board had one resignation from the chair. That position was filled by Fran Plisga. We have one vacancy/one alternate position.

Key Projects:



JUSTIN
— 1887 —

1. Working on Long Range Plan
2. Monitoring the Library Policies
3. Community Engagement
4. Review the Mission statement

3/13/2025

Questions?



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 1. (CONSENT AGENDA)

Title: Consider approving the March 27, 2025, City Council minutes; and take appropriate action.

Department: Administration

Contact: Amy Piukana, City Secretary

Recommendation:

Staff recommends the City Council approve the March 27, 2025 minutes.

Background:

Per the City Charter, the City Council shall adopt minutes at the next following meeting, which shall be kept on file with the City Secretary. Attached are the proposed City Council meeting minutes from the March 27, 2025, meeting for review and approval.

City Attorney Review: No

Attachments:

1. Draft CCM 3.27.25

Alyssa Linenkugel, Place 1
Tomas Mendoza, Place 2
John Mounce, Place 3



James Castle, Place 4
Daniel Dennis, Place 5
Shelby St. Claire, Mayor Pro Tem, Place 6

James Clark, Mayor

MINUTES

State of Texas
County of Denton
City of Justin

Justin City Council Regular Session Meeting - March 27, 2025

A) 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"***

Present

Mayor James Clark, Mayor Pro Tem Shelby St. Claire, Council Member Alyssa Linenkugel, Council Member John Mounce, Council Member Tomas Mendoza, Council Member James Castle, Council Member Daniel Dennis

City Staff: City Manager Jarrod Greenwood, Assistant City Manager Abbey Reece, City Secretary Amy Piukana, Director of Development Matthew Cyr, and City Attorney Matthew Butler.

With a quorum of members present, Mayor Clark called the meeting to order at 5:32 p.m.

Mayor Clark led the invocation, Pledge of Allegiance, and Pledge to the Texas Flag.

B) 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.

City Attorney Matthew Butler recessed into closed session at 5:34 p.m. and Mayor Clark reconvened into open session at 7:02 p.m.

1. Under Section 551.071, to conduct a private consultation with the City Attorney regarding:
 - Trafford Terrace Developers Agreement
 - Justin Crossing Developers Agreement

2. Under Section 551.087 the City Council may convene in an executive session to discuss or deliberate regarding commercial or financial information that the City of Justin has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described below.
 - Treeline Development
 - Dream Complex Developers Agreement
 - Cobblestone Agreement
3. Under Section 551.072, to deliberate regarding the purchase, exchange, lease, or sale of real property located north of Wilkerson Lane and Boss Range Road, south of Timberbrook Parkway and FM 156, east of Timberbrook Parkway and FM 407, and west of FM 156.
4. Under Section 551.072, to deliberate regarding the purchase, exchange, lease, or sale of real property related to Water Infrastructure

C) TAKE ANY ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION ITEM(S)

Mayor Clark reconvened the meeting into open session at 7:02 p.m. City Attorney Matthew Butler announced no action would be taken as a result of the closed executive session.

D) UPCOMING MEETINGS AND EVENTS

Communications Manager Krystal Haynes Gonzales provided a report on upcoming meetings and events. Mayor Clark noted a classic car show will be happening at Justin Town Center this Saturday, March 29, 2025 beginning at 10 a.m. to 3 p.m. followed by a Go Kart (or other type of motorized vehicle) event from 3 p.m. to 4 p.m., then at 4 p.m. a Police escorted tour event will follow.

1. The following is a list of upcoming meetings and events:
 - April 5, 2025, Justin Serve Day/Spring Clean Up
 - April 7, 2025, Municipal Court at 5 p.m.
 - April 8, 2025, Parks and Recreation meeting at 6 p.m.
 - April 10, 2025, City Council meeting at 5:30 p.m.
 - April 12, 2025, Open Air Market hosted by Justin Business Association
 - April 15, 2025, Library Board meeting at 4:30 p.m.
 - April 15, 2025, Planning & Zoning Commission meeting at 6:30 p.m.
 - April 17, 2025, EDC/CDC meeting at 5:30 p.m.
 - April 19, 2025, Justin Community Easter Egg Event, Baseball Fields at 10 a.m.
 - April 26, 2025, Justin Fun Day
 - April 22-26 Early Voting at City Hall 8-5 p.m.
 - April 27 Early Voting at City Hall 11-5 p.m.
 - April 28-29 Early Voting at City Hall 7-7 p.m.
 - May 3, 2025, Election Day 7-7 p.m. by Precinct

E) PRESENTATION(S)

1. Presentation of Achievement of Economic Excellence Award presented to the City of Justin EDC/CDC Board.

Mayor Clark presented EDC/CDC President Steven Turney with the Achievement of Excellence Award. Assistant City Manager Abbey Reece recognized members of the board that were present.

F) WORKSHOP ITEM(S)

1. Receive a Biannual Update from the EDC/CDC Board

EDC/CDC President Steven Turney provided a biannual update.

2. Receive a report on the FY 22/23 City Audit

Mr. Scott Krchnak, CPA, Principal with CLA Connect provided a report on the FY 22/23 City Audit results.

The City Council discussed cash deposit reconciliation issues and fixes, the current bookkeeping service with Zac Tax to ensure processes have been updated and the need to catch up with current audits.

City Manager Jarrod Greenwood explained the audit is typically conducted 6 months after the budget year ends.

3. Discuss Old Town Phase III Preliminary Schedule

Development Director Matthew Cyr briefed the City Council regarding this item. Mr. Cyr explained that Place Strategies is proposing a 6-month process (*May-November*) for the Old Town Phase III Schedule, noting he is working with Place Strategies. Mr. Cyr asked the City Council for direction on whether they want Place Strategies to just do the Old Town Plan or would they like to look at additional overlay corridors such as FM 156. He noted that if we only focus on Old Town, the cost is approximately \$200k, but if other areas are included, it would cost \$300k if done together.

The City Council discussed the cost of focusing on Old Town vs. other areas, cost savings if Old Town is combined with other areas, and the need to identify the boundaries of Old Town.

Mr. Gonzales with Place Strategies provided an overview for the public.

After discussion, the consensus from the City Council was to combine the study with Old Town and with other areas to include overlay corridors at FM 156.

The following vote was taken.

In Favor: *Linenkugel, Mendoza, Mounce, Castle, Dennis, St. Claire*

Opposed: *Clark*

Matt noted he will work with Place Strategies to develop a plan and bring it forward to the Council for review and approval. Mayor Clark asked how soon the moratorium would take effect. Mr. Cyr stated he would work with the City Attorney and report back.

4. Discuss designating the Old Town Area as a Historic Preservation District

Development Director Matthew Cyr briefed the City Council regarding this item.

Council Member Linenkugel suggested adding an additional color to Boss Range Road and at 156 to the bridge. Mayor Pro Tem St. Claire and Mayor Clark agreed.

Mr. Cyr stated he would update the map and bring it back for City Council review and approval.

5. Discuss Facility Naming of the City of Justin Park

The following citizen submitted a public comment for the record. Christina Osteen, 1029 Summit Drive, Justin, TX, did not wish to speak but submitted the following public comment:

First, I would like to thank the Parks and Recreation Advisory Board for their careful consideration of the submissions for the new park in Timberbrook. Watching the recording of the meeting, I was pleased to see the board selected my submission to move forward to the Council portion of this process.

I was privileged enough to speak with Ms. Janice May, she is the niece of the late Walter E. Peterson (Olaph Peterson's son). She was excited to hear I had submitted her family's name as an option for the park. I was hoping she would accompany me to this meeting, but I wasn't able to make that happen. However, her first words to me when I told her I had submitted were, "Thank you! I think that would be Great! I was on Justin City Council for many years! If you need any help, please call me!"

I spent a lot of time on the Denton County Official Records Search Engine, reading through deeds and titles, conferring with the UNT Portal to Texas History, Searching Find a Grave and finally scouring the local newspapers. I wanted to be as certain as possible; the information I had found was accurate. I also reached out to 3 of Justin's elders, to verify the location. All three have confirmed the location and one of them even played on the farm as a child. The last step I took was to open my copy of Grace Parr's "The Justin Story" to see if she documented the Peterson Farm, and she did.

I realized when I listened to the Parks Board meeting, instead of using the name of the Patriarch, Olaph Peterson Park, the park name may be better suited as Peterson Farm Park, or simply Peterson Park. I fully support either amended name, if my submission is chosen.

Once again, I would like to thank the Board members for their time and also thank you, Council members, for your time in considering "The Peterson (farm) Park" as a possible name for the new park.

Director of Public Works Josh Little briefed the City Council regarding this item, noting the Park Board chose the Peterson Name.

Mr. Olice Lee Layne Peterson spoke regarding the history of the Peterson family and the property owned in Justin. Mayor Clark expressed his gratitude to Mr. Peterson for attending and noted the Justin Story contains an interesting history of the City of Justin and its descendants.

6. Discuss Future Audits

Assistant City Manager Abbey Reece briefed the City Council regarding this item. Ms. Reece explained the City will obtain several quotes and will provide a recommendation to the City Council. The City Manager, Jarrod Greenwood, explained we are currently looking to secure a vendor as soon as possible, with the goal of a June turnaround.

Council Member Mounce requested to see the proposals.

7. Discuss Legislative Updates

City Manager Jarrod Greenwood and Director of Development Matthew Cyr provided the City Council with a Legislative Update reviewing eleven areas of legislative focus.

After the discussion, Mr. Greenwood noted that staff and several City Council members will attend the Denton County Days in Austin, Texas to meet with legislators to discuss the proposed bills and their effects on the City of Justin.

G) PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens with the opportunity to speak, the mayor may impose a three-minute time limitation for each citizen to speak with a seasonal limitation on speakers on one topic or item with a maximum of fifteen total minutes on the same topic. 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.

Mr. Tom Cronberger, 806 12th Street, Justin, Texas, spoke expressing concerns regarding a parasitic plant that is growing and killing trees, which is called mistletoe, and noted a fungus was also visible. He encouraged residents to watch for these issues. He noted the arborist mentioned these conditions were caused by previous years of drought. He encouraged residents to water their trees.

H) CONSENT AGENDA

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

Motion made by Mayor Pro Tem St. Claire to approve Consent Items H.1 through H.6, as presented. Motion seconded by Council Member Mounce. Motion approved unanimously.

1. Consider approving City Council minutes dated February 27, 2025; and take appropriate action.
2. Consider adopting Ordinance 780-25, second and final reading approving budget amendments to the Economic Development Corporation (Type A) and Community Development Corporation (Type B) Boards; and take appropriate action.
3. Consider adopting Ordinance 781-25, second reading to declare a Demolition Building Permit Moratorium in the Old Town Area; and take appropriate action.
4. Consider approving Resolution 740-25, amending the Fee Schedule for new residential building permits for new home construction; and take appropriate action.
5. Consider approving Resolution 742-25 authorizing the City Manager to execute a Sign Kiosk

Agreement; and take appropriate action.

6. Consider approving Resolution 744-25 authorizing the City Manager to enter into a Lease Agreement for temporary relocation to Second Street for Public Works Staff; and take appropriate action.

I) ITEMS PULLED FROM CONSENT AGENDA

There were no items pulled.

J) PUBLIC HEARING(S)

1. Consider adopting Ordinance 798-25, first reading, for the Cuesta Annexation legally described as M. Polk Survey, Abstract No. 993, W.A. Ferris Survey, Abstract No. 419, W.D. Redd Survey, Abstract No. 1125; and take appropriate action.

Director of Development Matthew Cyr briefed the City Council regarding this item.

Mayor Clark opened the public hearing. Resident Joey Russo spoke from the audience, asking about the location. Mayor Clark replied stating it's southwest of Range Road. Mr. Cyr displayed a map of the site. There being no further speakers, Mayor Clark closed the public hearing.

A motion was made by Mayor Pro Tem St. Claire to approve Ordinance 798-25. Motion seconded by Council Member Mendoza. Motion approved unanimously.

K) ACTION ITEMS

1. Review of Board Member for Park Board

Mayor Clark explained this item was discussed previously and it was requested for review. After discussion, the City Council took no action on this item.

2. Consider approving Resolution 743-25 authorizing the name of the City of Justin Park; and take appropriate action

Director of Public Works Josh Little briefed the City Council regarding this item. He noted the proposed resolution officially names the City of Justin Park as Peterson Park.

A motion was made by Council Member Mounce to approve Resolution 743-25, as presented. Motion seconded by Council Member Linenkugel. Motion was approved unanimously.

L) FUTURE AGENDA ITEMS

There were no future agenda items.

M) ADJOURN

The mayor adjourned the meeting at 9:16 p.m.

James Clark, Mayor

Amy Piukana

Amy Piukana, TRMC, City Secretary

Seal:



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 2. (CONSENT AGENDA)

Title: Consider approving Resolution 741-25 authorizing the authorizing the City Manager to negotiate and execute Interlocal Cooperation Agreements between the City of Justin and Tradition Municipal Utility District No. 2C of Denton County (the “District”) for the provision of (1) law-enforcement services, and (2) fire protection and emergency medical services.; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development, Jarrod Greenwood, City Manager

Recommendation:

Staff recommends approval.

Background:

Staff recommends approval of a resolution authorizing the City Manager to negotiate and execute Interlocal Cooperation Agreements between the City of Justin and Tradition Municipal Utility District No. 2C of Denton County (the “District”) for the provision of (1) law-enforcement services, and (2) fire protection and emergency medical services.

The agreements establish the framework for providing City services to the District in accordance with applicable provisions of the Texas Water Code and Local Government Code. The District will compensate the City through a proportional allocation of ad valorem taxes or other authorized funding methods based on cost-sharing methodologies derived from the City’s budget. The Treeline development shall pay the same rate that all in-city residents pay, in addition the developers will pay a capital recovery fee as outlined in the Master Fee schedule.

Before the contracts are executed, the City Attorney will review the documents.

City Attorney Review: No

Attachments:

1. Proposed Resolution

RESOLUTION NO. 741-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE INTERLOCAL COOPERATION AGREEMENTS WITH TRADITION MUNICIPAL UTILITY DISTRICT NO. 2C OF DENTON COUNTY FOR THE PROVISION OF LAW-ENFORCEMENT SERVICES AND FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas (the “City”) is authorized under Chapter 791 of the Texas Government Code to enter into Interlocal Cooperation Agreements with other governmental entities to provide governmental services; and

WHEREAS, Tradition Municipal Utility District No. 2C of Denton County (the “District”) is a political subdivision of the State of Texas and desires to receive law-enforcement, fire protection, and emergency medical services from the City for the benefit of residents and property within the District; and

WHEREAS, the City Council finds that entering into such agreements is in the best interest of the City and will further the public health, safety, and welfare; and

WHEREAS, the City Council desires to authorize the City Manager to negotiate and execute final agreements, with revisions as the City Manager and City Attorney determine are necessary or advisable;

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

SECTION 1. The City Manager is hereby authorized to negotiate and execute, on behalf of the City, Interlocal Cooperation Agreements with Tradition Municipal Utility District No. 2C of Denton County for (1) law-enforcement services and (2) fire protection and emergency medical services, with changes as the City Manager and City Attorney determine are necessary or advisable.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

DULY PASSED by the City Council of the City of Justin, Texas, on the 10th day of April 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 3. (CONSENT AGENDA)

Title: Consider approving Resolution 748-25 authorizing the Notice of Termination of Contract with McCreary Veselka Bragg & Allen PC (MVBA) for collection of delinquent Court fines, fees, and delinquent utility billing fees; and take appropriate action.

Department: Administration

Contact: Lesa Keith, Lib./Court Director

Recommendation:

City Staff recommends the City Council approve Resolution 748-25, as presented.

Background:

The City has utilized McCreary, Veselka, Bragg & Allen PC for over 13 years as our collection agency. However, after conducting some research with other municipalities, a new collection agency has been identified. After a thorough review, we identified opportunities with the Perdue Firm to improve recovery rates, customer service, and compliance with evolving regulations. This company also has a program that helps with code enforcement and library collections. The new agency aligns more closely with our operational needs and commitment to providing a streamlined experience for all parties involved. This change will help ensure a more efficient process for debt collection while maintaining fairness and transparency. All collection fees shall be added to the amount owed by the defendant, which would be over 60 days past due. There is no cost to the city for this service.

City Attorney Review: No

Attachments:

1. Res 748-25 Contract Termination with McCreary Veselka Bragg & Allen PC
2. Notice of Termination of Contract--City of Justin

RESOLUTION NO. 748-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING AND AUTHORIZING A NOTICE OF TERMINATION FOR THE CONTRACT WITH MCCREARY VESELKA BRAGG & ALLEN PC FOR COLLECTION SERVICES

WHEREAS, the City of Justin, Texas ("City") has determined that the City requires professional services relating to collections of municipal court fines and fees and outstanding utility fees; and

WHEREAS, the City has hereby provided notice of termination with McCreary Veselka Bragg & Allen PC for collection services; and

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

SECTION 1. One. Findings. The recitals set out above are hereby approved and incorporated herein for all purposes.

SECTION 3. Authorization. The City Manager is authorized and directed to provide Notice of Termination as necessary to facilitate the purpose of this Resolution.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

SECTION FIVE. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

DULY PASSED by the City Council of the City of Justin, Texas, on the 10th day of April 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

February 14, 2025

McCreary Veselka Bragg & Allen PC
Attn: Harvey Allen
P.O. Box 1310
Round Rock, TX 78680

Re: Termination of Contract for Collection of Delinquent Municipal Court Fines and Fees and Delinquent Accounts Receivable (Hereinafter “the Contract”)

Dear Mr. Allen:

Thank you for your years of service to the City of Justin. The City has made the decision to change delinquent Court fine and fee and utility firms. On February 14, 2025, at a regularly called meeting of the Justin City Council, the Council voted to terminate the fine and fee and utility contract with MVBA. This letter serves as our 30-day notice of termination of contract. Pursuant to our contract, your firm shall be entitled to continue its collection activity on all accounts previously referred to your firm for six months. The new collection firm will begin their services for the City on March 16, 2025.

If you have any questions, feel free to contact me. Again, on behalf of the City, thank you for your service.

Very truly yours,

Jarrold Greenwood
City Manager, City of Justin



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 4. (CONSENT AGENDA)

Title: Consider approving Resolution 745-25 authorizing the City Manager to enter into an agreement with Perdue for Municipal Court Fines and Fees; and take appropriate action.

Department: Administration

Contact: Lesa Keith, Lib./Court Director

Recommendation:

City Staff recommends the City Council approve Resolution 745-25, as presented.

Background:

The City has utilized McCreary, Veselka, Bragg & Allen PC for over 13 years as our collection agency. However, after conducting some research with other municipalities, a new collection agency has been identified. After a thorough review, we identified opportunities with the Perdue Firm to improve recovery rates, customer service, and compliance with evolving regulations. This company also has a program that helps with code enforcement and library collections. The new agency aligns more closely with our operational needs and commitment to providing a streamlined experience for all parties involved. This change will help ensure a more efficient process for debt collection while maintaining fairness and transparency. All collection fees shall be added to the amount owed by the defendant, which would be over 60 days past due. There is no cost to the city for this service.

City Attorney Review: No

Attachments:

1. Res 745-25 Perdue Collection Services
2. Exhibit A Contract- City of Justin FF 2025
3. Written Findings- City of Justin FF 2025
4. Disclosure Notice- City of Justin FF 2025

RESOLUTION NO. 745-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING AND AUTHORIZING A CONTRACT WITH PERDUE BRANDON FIELDER COLLINS & MOTT LLP, ACCOUNTS RECEIVABLE COLLECTIONS GROUP FOR COLLECTION SERVICES

WHEREAS, the City of Justin, Texas ("City") has determined that the City requires professional services relating to collections of municipal court fines and fees and outstanding utility fees; and

WHEREAS, the City has determined that Perdue Brandon Fielder Collins & Collins & Motts, LLP Accounts Receivable Collections Group are qualified to provide such services for the City; and

WHEREAS, the City has determined these services cannot be adequately performed by the employees and supporting personnel of the City at a reasonable cost; and

WHEREAS, adoption by the City Council demonstrates the City's commitment to ensure the most effective collection efforts of outstanding debts to the City;

WHEREAS, Staff respectfully request approval from the City Council to enter an agreement with Perdue Brandon Fielder Collins & Collins & Mott, LLP Accounts Receivable Collections Group to provide the services related to the collection efforts put forth in the attached contractual agreement.

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

SECTION 1. One. Findings. The recitals set out above are hereby approved and incorporated herein for all purposes.

SECTION 2. Approval. The attached contractual agreement entitled Contract for Collection of Delinquent Municipal Court Fines and Fees and Contract for the Collection of Delinquent Accounts Receivable are hereby approved.

SECTION 3. Authorization. The City Manager is authorized and directed to take those actions that are reasonably necessary to facilitate the purpose of this Resolution.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

SECTION FIVE. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

DULY PASSED by the City Council of the City of Justin, Texas, on the 10th day of April 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

SECTION I. PARTIES TO THE CONTRACT

THIS CONTRACT, hereinafter referred to as the “Contract”, is made and entered into by and between the **City of Justin**, acting herein by and through its governing body, hereinafter called the “City” and **Perdue Brandon Fielder Collins & Mott, LLP**, hereinafter called “**Perdue Brandon**” or “**Firm**”.

THIS CONTRACT supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

The City agrees to employ and does hereby employ Perdue Brandon to enforce the collection of delinquent Municipal Court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the City and Perdue Brandon agree as follows:

SECTION II. CITY’S COLLECTION OBLIGATIONS

A. The City agrees to refer all delinquent accounts, as defined below, to Perdue Brandon for collection on or about the first (1st) or the fifteenth (15th) of each month. The City shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the City. All delinquent accounts should be in a specified format that will allow the Firm to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. The City will provide Perdue Brandon with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. FIRM’S COLLECTION OBLIGATIONS

A. Perdue Brandon agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. Neither party will have any obligation to the other with regards to returned accounts.

B. Perdue Brandon agrees to use its best efforts to collect the delinquent accounts received from the City and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the City, Perdue Brandon agrees to provide legal advice to the City on its delinquent collection accounts.

D. Perdue Brandon will make its proprietary Automated Assistant program and all of the reports therein, and as developed, available to the City's designated staff at no charge during the term of this Contract.

E. Perdue Brandon agrees that it will utilize other defendant contact methods as allowable by law and approved by the court as new technology is developed.

F. Perdue Brandon agrees to provide local advertisement to support an Annual Case Resolution campaign.

SECTION IV. COLLECTION FEE

The City agrees to pay Perdue Brandon as follows:

(1) No charge for the collected fines, fees, and court costs referred to Perdue Brandon by the Town imposed on all unadjudicated offenses committed on or before June 18, 2003.

(2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.0031, Texas Code of Criminal Procedure.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(d), Texas Code of Criminal Procedure, the Firm shall not collect from or hold liable a defendant the percentages referred to in Section IV. COLLECTION FEE, if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. As provided for in subsection (b) of Article 103.0031, the collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than sixty (60) days past due.

SECTION VI. METHOD OF PAYMENT

Absent an agreement otherwise, the City shall calculate and receive the amount of any collection fee due to Perdue Brandon. Said fee shall be paid to Perdue Brandon by check on a monthly basis. All compensation shall become the property of Perdue Brandon at the time of payment.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on the _____ day of _____, 2025, and end when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this Contract for any reason or for no reason at all. Upon termination, Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the City prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. INDEMNIFICATION

Perdue Brandon shall indemnify, hold harmless and defend the City against any claim of liability or loss incurred by the City to the extent caused by the Firm's acts or omissions in the performance of this Contract that constitute negligent or willful acts or are errors or omissions. Such indemnity includes, without limitation, any judgment against the City, attorney fees and necessary litigation expenses.

SECTION IX. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to the Firm by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue Brandon Fielder Collins & Mott, LLP
Attn: J. Douglas Burnside
BY U.S. MAIL OR BY COURIER DELIVERY:
1919 S. Shiloh Rd., Suite 640, LB 40
Garland, TX 75042
972-278-8282

All notices from Perdue shall be sent to the City by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Justin
Attn: City Manager
415 North College Ave.
Justin, TX 76247
940-648-2541

SECTION X. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Denton County, Texas.

SECTION XI. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, Perdue Brandon hereby accepts said employment and undertakes performance of said Contract as set forth above.

SECTION XII. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Contract is executed on behalf of the City by the presiding officer of its governing body who is authorized to execute this instrument by Ordinance heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of the City by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

SECTION XIII. STATUTORY COMPLIANCE

The Firm hereby represents and warrants that at the time of this Contract neither the Law Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Law Firm: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

By signing and entering into the Contract, the Firm verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Contract. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

By signing and entering into the Contract, the Firm verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

The Firm further verifies that all notices, postings, statements, miscellaneous requirements, and conditions precedent contained within Subchapter C of Chapter 2254 and 2274 of the Texas Government Code, and more specifically Section 2254.1036, have been satisfied.

IN CONSIDERATION of the terms and compensation here stated, Perdue Brandon hereby accepts said terms of this contract and undertakes the performance of this contract as specified herein.

WITNESS the signature of all parties hereto this ____ day of _____, 2025.

CITY OF JUSTIN, TEXAS

By: _____
Jarrod Greenwood, City Manager

PERDUE BRANDON FIELDER COLLINS & MOTT, LLP

By: _____
J. Douglas Burnside, Partner

ATTESTED TO:

Amy Piukana, City Secretary

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP:

The City Council for the City of Justin, pursuant to Section 2254.1036, of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Justin; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature for which these services will be obtained or because the City of Justin does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this City Council hereby approves the contract by and between the City of Justin and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent fines and fee with services to be paid in accordance with Texas Code of Criminal Procedure and for the collection of delinquent utilities.

APPROVED and EXECUTED this the ____ day of _____, 2025.

Jarrold Greenwood, City Manager

On Behalf of the City of Justin, Texas

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, CITY OF JUSTIN, TEXAS (“City”), will consider entering into a contingent fee contract with the law firm of Perdue Brandon Fielder Collins & Mott, LLP (“Firm”) and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. The City is pursuing a contract with the Firm for the collection of delinquent fines and fees owed to the City and through this contract the City seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. The City believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over fifty (50) years, including the collection of delinquent fines and fees. The Firm currently has fifteen (15) primary offices and multiple satellite offices throughout Texas, Florida, Tennessee, Georgia, New Mexico, Kansas, and Oklahoma. It employs more than 400 individuals, more than 60 attorneys. It uses a multi-office, fully integrated team approach allowing the City access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the City may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and work-flow.

C. The nature of any relationship between the City and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).

The Firm has no prior relationship with the City for the collection of delinquent fines and fees.

D. The City is unable to perform the collection of its delinquent fines and fees. GOVT. CODE § 2254.1036(1)(D). The City currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the City.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Criminal Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent fines and fees. This percentage-based fee is assessed only against the debtor and not the City or taxpayers of the City. The collection of delinquent fines and fees is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed the amount of delinquent

finest and fees due. Moreover, the City will bear the cost of these hourly fees and not the debtor, because the Criminal Code does not expressly authorize the City to pay for collection services based on an hourly fee.

E. The City believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting, and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the City or taxpayers in the City.



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider approving Resolution 749-25 authorizing an agreement with the Perdue Firm for Utility Billing Fee Collections; and take appropriate action.

Department: Administration

Contact: Rich Selmi, UB Manager

Recommendation:

City Staff recommends approving Resolution 749-25, as presented.

Background:

The City has utilized McCreary, Veselka, Bragg & Allen PC for over 13 years as our collection agency. However, after conducting some research with other municipalities, a new collection agency has been identified. After a thorough review, we identified opportunities with the Perdue Firm to improve recovery rates, customer service, and compliance with evolving regulations. The new agency aligns more closely with our operational needs and commitment to providing a streamlined experience for all parties involved. This change will help ensure a more efficient process for debt collection while maintaining fairness and transparency. All collection fees shall be added to the amount owed by the defendant, which would be over 60 days past due. There is no cost to the city for this service.

City Attorney Review: No

Attachments:

1. Res 749-25 UB Collection Services
2. Contract - City of Justin Utilities 2025
3. Disclosure Notice- City of Justin Utilities 2025
4. Written Findings- City of Justin Utilities 2025

RESOLUTION NO. 749-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING AND AUTHORIZING A CONTRACT WITH PERDUE BRANDON FIELDER COLLINS & MOTT LLP, ACCOUNTS RECEIVABLE COLLECTIONS GROUP FOR COLLECTION SERVICES

WHEREAS, the City of Justin, Texas ("City") has determined that the City requires professional services relating to collections of outstanding utility fees; and

WHEREAS, the City has determined that Perdue Brandon Fielder Collins & Collins & Motts, LLP Accounts Receivable Collections Group are qualified to provide such services for the City; and

WHEREAS, the City has determined these services cannot be adequately performed by the employees and supporting personnel of the City at a reasonable cost; and

WHEREAS, adoption by the City Council demonstrates the City's commitment to ensure the most effective collection efforts of outstanding debts to the City;

WHEREAS, Staff respectfully request approval from the City Council to enter an agreement with Perdue Brandon Fielder Collins & Collins & Mott, LLP Accounts Receivable Collections Group to provide the services related to the collection efforts put forth in the attached contractual agreement.

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

SECTION 1. One. Findings. The recitals set out above are hereby approved and incorporated herein for all purposes.

SECTION 2. Approval. The attached contractual agreement entitled Contract for Collection of Outstanding Utility Fees is hereby approved.

SECTION 3. Authorization. The City Manager is authorized and directed to take those actions that are reasonably necessary to facilitate the purpose of this Resolution.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

SECTION FIVE. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

DULY PASSED by the City Council of the City of Justin, Texas, on the 10th day of April 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

CONTRACT FOR THE COLLECTION OF DELINQUENT UTILITY ACCOUNTS

THE STATE OF TEXAS

§

COUNTY OF DENTON

§

§

THIS CONTRACT is made and entered into by and between the **CITY OF JUSTIN, TEXAS, acting by and through its governing body**, (hereinafter the “Client”), and **PERDUE BRANDON FIELDER COLLINS & MOTT, L.L.P.**, (hereinafter the “Law Firm”). The terms and conditions of the contract are as follows:

1. **Nature of Services** Client agrees to employ the Law Firm to collect utility accounts that are at least 60 days past due, as determined by Client, including, but not limited to, amounts due for utilities provided, services rendered, late fees, disconnect and reconnect fees, and all applicable statutory interest, attorney fees and court costs for the utility accounts that Client turns over to the Law Firm (“Delinquent Utility Accounts”).

2. **Compensation** Client agrees to pay the Law Firm as compensation for services required hereunder thirty percent (30%) of the total amount actually collected and paid to the Client on accounts turned over to the Law Firm. It is expressly understood that the Law Firm is not entitled to receive payment on any delinquent account subsequently paid but that was not turned over to the Law Firm.

3. **Term of Contract** The initial term of this contract shall commence on _____, 2025 and be for a term of one year, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate the agreement. After the initial period, this contract shall automatically renew and continue in full force—and effect thereafter from year to year for additional twelve-month periods on the same terms and conditions unless either party delivers written notice to the other party of its intent to terminate this contract at least thirty (30) days prior to the renewal date of this contract.

If the contract is terminated, the Law Firm is entitled to continue its collection activities, and receive compensation in accordance with paragraph 2, on accounts referred by Client prior to termination for a period of three (3) months.

4. **Credit Reporting** Client understands and agrees that the Law Firm will not report information on Client’s Delinquent Utility Accounts to credit reporting agencies. If it is desired, the Client shall, in its sole discretion, report Delinquent Utility Accounts information to any such agency.

5. **Interest Accrual** Absent an express agreement to the contrary, the Law Firm will not accrue interest on Client’s Delinquent Utility Accounts.

6. **Litigation** The Law Firm will not file suit, accept any compromise settlement, or incur any litigation expenses chargeable to Client without Client’s approval. By agreeing to the filing of a lawsuit, Client understands that it must reimburse Law Firm for all costs and fees chargeable as court costs (e.g., filing fees, citation issuance, process service fees, etc.).

7. **Account Information** Client agrees to submit for collection only Delinquent Utility Accounts that are valid and owed by the utility customer or guarantor. Client will provide Law Firm with all information and documentation necessary for the collection of all submitted Delinquent Utility Accounts. Client will provide accurate information on each Delinquent Utility Account and will promptly report any payments it receives or adjustments it makes on Delinquent Utility Accounts turned over to the Law Firm. Client and Law Firm shall work together to expeditiously respond to any debtor correspondence regarding a disputed debt and requests for verification of debt received by Law Firm. Client agrees to provide Law Firm with all copies of records necessary to verify a debt within 10 days of Law Firm's request.

The Client shall refer all Delinquent Utility Accounts by electronic medium, or in any other way that is most favorable to the Client.

8. **Return of Accounts** Client and Law Firm agree that Law Firm has no obligation to perform collection services for Delinquent Utility Accounts that are determined by Law Firm to be time-barred from collections by an applicable statute of limitation or other similar limitation. Following the return of such accounts from Law Firm to Client, Law Firm shall have no further obligations on these accounts.

9. **Receipt of Payments** Client gives the Law Firm exclusive authority to collect amounts due on accounts turned over to the Law Firm. PERDUE agrees to process all payments and correspondence. It is understood and agreed that the Law Firm will instruct debtors to make all payments payable to the Law Firm, and the Law Firm will send the client's portion to them weekly.

10. **Reporting** Upon request, the Law Firm will provide reports to the Client setting forth the status of Delinquent Utility Accounts turned over to Law Firm by Client.

11. **Notices** All notices permitted or required under this contract shall be in writing and sent by certified United States mail or delivered by hand or courier to the appropriate party at the address specified below. Notice shall be deemed received five (5) business days after mailing if sent by certified United States mail or upon receipt if delivered by hand or courier.

Law Firm:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: J. Douglas Burnside
BY U.S. MAIL OR BY COURIER DELIVERY:
1919 S. Shiloh Rd., Suite 640, LB 40
Garland, TX 75042
972-278-8282

Client:

Jarrold Greenwood
City Manager
415 N. College Ave.
Justin, TX 76247

12. **Compliance Verification.** A) Pursuant to Chapter 2271 of the Texas Government Code, Law Firm verifies that it does not and will not for the term of this contract boycott Israel. Law Firm will

comply with all applicable Texas, Federal, and other laws in the performance of this contract. B) In order to comply with Tx. Govt. Code §2252.152, Law Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. C) In order to comply with Tx. Govt. Code §2274.002, Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. D) In order to comply with Tx. Govt. Code §2274.002, Law Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

13. **Entire Agreement.** This contract constitutes the entire agreement and understanding between the Law Firm and Client with respect to the subject matter of this contract and supersedes all previous written or oral representations, agreements, and understandings. All modifications to this contract must be made in writing and signed by both parties. Furthermore, this Contract cannot be transferred or assigned by either party without the consent of both parties.

14. **Severability.** If any portion of this contract is found to be illegal, invalid, or otherwise incapable of being enforced, such portion shall be excluded to the minimum extent necessary to remedy such illegality, invalidity, or unenforceability. The remainder of the contract shall remain in full force and effect.

15. **Choice of Law.** This contract, and all claims or causes of action arising out of or related to this contract, shall be interpreted under, and governed by the internal laws of the State of Texas. Client and Law Firm agree that exclusive venue lies with the courts located in Denton County, Texas.

WITNESS the signatures of all parties hereto this the ____ day of _____, _____.

CITY OF JUSTIN

**PERDUE BRANDON FIELDER COLLINS &
MOTT, LLP**

BY: _____

Jarrod Greenwood

City Manager, City of Justin

BY: _____

J. Douglas Burnside

Perdue Brandon Fielder Collins & Mott, LLP

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, CITY OF JUSTIN, TEXAS (“City”), will consider entering into a contingent fee contract with the law firm of Perdue Brandon Fielder Collins & Mott, LLP (“Firm”) and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. The City is pursuing a contract with the Firm for the collection of delinquent utilities owed to the City and through this contract the City seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. The City believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over fifty (50) years, including the collection of delinquent utilities. The Firm currently has fifteen (15) primary offices and multiple satellite offices throughout Texas, Florida, Tennessee, Georgia, New Mexico, Kansas, and Oklahoma. It employs more than 400 individuals, more than 60 attorneys. It uses a multi-office, fully integrated team approach allowing the City access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the City may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and work-flow.

C. The nature of any relationship between the City and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).

The Firm has no prior relationship with the City for the collection of delinquent utilities.

D. The City is unable to perform the collection of its delinquent utilities. GOVT. CODE § 2254.1036(1)(D). The City currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the City.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Local Government Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent utilities. This percentage-based fee is assessed only against the debtor and not the City or taxpayers of the City. The collection of delinquent utilities is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed the amount of delinquent utilities due. Moreover, the City will bear the cost of these hourly fees and not the debtor, because

the Local Government Code does not expressly authorize the City to pay for collection services based on an hourly fee.

E. The City believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting, and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the City or taxpayers in the City.

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP:

The City Council for the City of Justin, pursuant to Section 2254.1036, of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Justin; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature for which these services will be obtained or because the City of Justin does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this City Council hereby approves the contract by and between the City of Justin and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent utilities with services to be paid in accordance with the Texas Local Government Code.

APPROVED and EXECUTED this the ____ day of _____, 2025.

Jarrold Greenwood, City Manager

On Behalf of the City of Justin, Texas



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider adopting Ordinance 798-25, second reading, for the Cuesta Annexation legally described as M. Polk Survey, Abstract No. 993, W.A. Ferris Survey, Abstract No. 419, W.D. Redd Survey, Abstract No. 1125; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration based on the request.

Background:

Background:

The City of Justin has received an annexation request for a 537.18-acre property known as Cuesta, situated in Denton County, Texas. The annexation request aligns with the City's long-term growth strategy and complies with the Developer's Agreement previously established for this area. The applicant seeks to incorporate the property into the City's corporate limits under the zoning designation of SF-RE (Residential Estate Single Family), the lowest density residential zoning classification. If approved, there will be a request to rezone the property.

Public Hearings and Compliance:

Pursuant to state law, required notices have been published, and public hearings have been scheduled to allow community input regarding this annexation.

Municipal Services Commitment:

Upon annexation, the City will provide the following municipal services as outlined in the Annexation Services Agreement:

- **Fire Protection:** Fire suppression services will be immediately available from Fire Station No. 1, located at 310 N Sealy Ave, Justin, TX 76247. Fire prevention activities will also be provided as needed.
 - **Police Protection:** The City of Justin Police Department will extend routine patrols to the area upon annexation, which can be accommodated within the current budget and staff allocation.
 - **Development Services:** Code enforcement, permitting, zoning, and subdivision regulations will
-

be enforced by the Development Services Department immediately upon annexation.

- **Library Services:** The development will have full library privileges upon annexation.
- **Street Maintenance:** The City will assume responsibility for street maintenance upon annexation and acceptance of the roads.
- **Storm Water Management:** Developers will be responsible for initial storm water drainage at their own expense, with city maintenance beginning upon approval.
- **Street Lighting:** The Developer will coordinate with the local electric provider to address street lighting needs. The maintenance of street lighting is to follow all local ordinances.
- **Traffic Engineering:** The City will install any necessary traffic control devices as determined by the City after annexation and construction.
- **Water and Sewer Services:** The City of Justin will provide water and sanitary sewer services, with upgrades or obligations required as outlined in the Developer's Agreement.
- **Trash Collection:** Solid waste services will be provided by the City or a third-party contractor selected by the City Council.

The request is to annex raw land into the City at this time. However, the Developer's Agreement designates this development for residential use, consisting of approximately 1,547 lots.

City Attorney Review: Yes

Attachments:

1. Cuesta Annexation Form-signed
2. Cuesta Annexation Request Letter
3. Cuesta Metes and Bounds Description
4. Cuesta Location Map
5. Cuesta Annexation Ordinance and Municipal Services Plan

DEVELOPMENT INFORMATION

Project Location North of Sam Reynolds Road, West of FM 156, and South of FM 407
Addition Name Cuesta
Legal Description See Property ID and Legal Description Below
Proposed Use Single-Family Residential
Current Zoning N/A Acreage ~539 acres Lots 1,545 (Per the DA)
No. New Street Intersections 2 Connections to Proposed Arterial & 5 Connections to Existing Roads

OWNER INFORMATION

Name TCCI Range-Mead 2021 LLC
Address 14675 Dallas Parkway Suite 575
City Dallas State Texas Zip 75254
Richard Alberque
Phone 214-734-0360 Email rich@tccitx.com

For additional owners, please include additional copies of pages 1 and 2 of this application. The property owner must sign the application or submit a notarized letter of authorization.

REPRESENTATIVE/AGENT INFORMATION

Name Brent Murphree P.E. and Lori Lusk P.E.
Address 400 N Oklahoma Drive, Suite 105
City Celina State Texas Zip 75009
Brent Murphree
Phone 972-731-2189 Email Lori Lusk
Brent.Murphree@kimley-horn.com Lori.Lusk@kimley-horn.com

Property ID: #68903
Legal Description: A1125A W.D. Reed, TR 7, 53.76 Acres, OLD DCAD TR 3

Property ID: #68225
Legal Description: A0419A W.D. Ferris, TR 7, 39.044 Acres, OLD DCAD TR 5

Property ID: #68275
Legal Description: A0993A Mary Polk, TR 42, 219.812 Acres, OLD DCAD SHT 1, TR 6

Property ID: #68232
Legal Description: A0419A W.A. Ferris, TR 8, 42.1960 Acres

Property ID: #1013013
Legal Description: A0993A Mary Polk, TR 39A & 41A, 158.80 Acres

Property ID: #112432
Legal Description: A0419A W.A. Ferris, TR 9, 11.0541 Acres, OLD DCAD TR 7A(1)

Property ID: #1059586
Legal Description: A0419A W.A. Ferris, TR 8A, 10.0120 Acres

CERTIFICATION AND ACKNOWLEDGEMENTS

I certify that the above information is correct and complete to the best of my knowledge and ability, and that I will be fully prepared to present the proposal at a Planning and Zoning Commission and/or City Council hearing. I reserve the right to withdraw this proposal at any time by filing a written request with the Planning & Zoning Department. I understand that the filing fee is not refundable upon withdrawal of the proposal or upon denial of the case.



Owner Signature



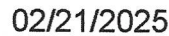
Date



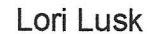
Owner Name (print)



Agent Signature



Date



Agent Name (print)

APPLICATION SUBMITTAL REQUIREMENTS

ANNEXATION APPLICATION

The following items are REQUIRED:

- ☐ Annexation Application Form
- ☐ Application fee as required by the [Justin Fee Schedule](#). This fee is non-refundable.
- ☐ Narrative Letter detailing why the applicant is requesting annexation and if services will be provided by the City.
- ☐ Metes and Bounds of the subject property requested for annexation.
- ☐ Map or exhibit showing the property to annexed
- ☐ Additional information may be requested by the Development Review Committee if deemed essential for review and consideration by the Planning and Zoning Commission and/or City Council.

February 21, 2025

Mr. Matthew Cyr
Director of Development and Economic Development
City of Justin
415 N College Avenue, Justin, TX 76247

RE: Cuesta Annexation Request
KH Celina No. 061179360

Dear Mr. Cyr,

Kimley-Horn on behalf of TCCI Range-Mead 2021 LLC, requests to annex the ~539-acre tract to be known as Cuesta into the City of Justin. Cuesta is an ~539-acre tract of land generally located north of Sam Reynolds Road, west of FM 156, and south of FM 407, within the ETJ of Justin, Denton County, Texas. Once annexed into the City of Justin, the property is planned to be developed in accordance with the approved Development Agreement for the property into a single-family residential development receiving water and sanitary sewer services from the City of Justin.

Sincerely,



Lori Lusk, P.E.

METES AND BOUNDS DESCRIPTION (TRACT 1)

BEING 537.18 acres of land situated in the M. Polk Survey, Abstract No. 993, W.A. Ferris Survey, Abstract No. 419, W. D. Redd Survey, Abstract No. 1125, Denton County, Texas, being a part and out of that certain called 35.622 acre tract of land described in deed to Olen N. Range and wife Myrtie Helen Range, recorded in Volume 1436, Page 311, Deed Records, Denton County, Texas, (D.R.D.C.T.), a certain called 217.008 acre tract of land described in deed to Olen Range recorded in Volume 670, Page 29, Deed Records, Denton County, Texas, (D.R.D.C.T.), a certain called 2.50 acre tract of land described in deed to Olen N. Range and wife Myrtie Helen Range, recorded in Volume 1122, Page 256, Deed Records, Denton County, Texas, (D.R.D.C.T.), and being a part and out of that certain called 317.616 acre tract of land described in deed to Patricia Ann Range Molloy, recorded in Volume 769, Page 965, Deed Records, Denton County, Texas, (D.R.D.C.T.), said 537.18 acres of land being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the most Northeast corner of said called Range tract (Volume 1436, Page 311), the Northeast corner of this 537.18 acre tract, and being the Northwest corner of a 17.66 acre tract of land recorded in Instrument No. 2009-118973, Official Public Records, Denton County, Texas (O.P.R.D.C.T.);

THENCE South 01°16'33" East with the West line of said 17.66 acre tract, a distance of 682.72 feet to a calculated corner from which a wooden fence corner, bears: North 10°01'46" West, a distance of 9.27 feet, said corner being the Northeast corner of a 12.44 acre tract of land recorded in Volume 4651, Page 469 (D.R.D.C.T.);

THENCE South 54°28'21" West with the North line of said 12.44 acre tract, a distance of 691.22 feet to a 1/2-inch iron rod found, being the Northwest corner of said 12.44 acre tract;

THENCE South 02°47'34" West with the West line of said 12.44 acre tract, a distance of 158.01 feet to a 1/2-inch iron rod found for an angle point on the East line of said 12.44 acre tract and an interior corner of the east line of this 537.18 acre tract;

THENCE South 01°13'12" East, with the west line of said 12.44 acre tract, a distance of 585.75 feet to a calculated corner from which a wooden fence corner found, bears: North 85°54'39" East, a distance of 4.10 feet, said point being the Southwest corner of said 12.44 acre tract;

THENCE South 01°31'49" East, a distance of 500.12 feet to a 1/2-inch iron rod stamped "TOPOGRAPHIC" set;

THENCE South 88°10'36" West, a distance of 619.58 feet to a 1/2-inch iron rod stamped "TOPOGRAPHIC" set;

THENCE South 04°11'52" West, a distance of 412.69 feet to a 1/2-inch iron rod stamped "TOPOGRAPHIC" set;

THENCE South 86°49'18" East, a distance of 39.33 feet to a 1/2-inch iron rod stamped "TOPOGRAPHIC" set;

THENCE North 87°36'39" East, a distance of 443.81 feet to a 1/2-inch iron rod stamped "TOPOGRAPHIC" set;

THENCE North 01°35'10" West, a distance of 10.83 feet to a 1/2-inch iron rod stamped "TOPOGRAPHIC" set from which a fence corner, bears: North 73°30'23" East, a distance of 1.01 feet, also being the Southwest corner of a 43,553 square foot tract of land recorded in Instrument No. 2004-86634 (O.P.R.D.C.T.);

THENCE North 88°28'12" East, a distance of 178.15 feet to a 1/2-inch iron rod stamped "TOPOGRAPHIC" set from which a fence corner, bears: South 06°17'38" West, a distance of 41.34 feet, also being the Southeast corner of said 43,553 square foot tract;

THENCE South 01°28'26" East, a distance of 1,883.68 feet to a fence corner post found for the Southeast corner of this 537.18 acre tract, from which a 1/2-inch iron rod found, bears: North 55°19'58" West, a distance of 0.39 feet, being the Northeast corner of Lot 34 of the FoxBane Estates, recorded in Cabinet H, Page 24 of the Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE South 89°35'15" West with the North line of said FoxBane Estates, at a distance of 2,036.57 feet pass a 1/2 inch iron rod found, a total distance of 2,268.70 feet to a calculated corner for an exterior corner of this 537.18 acre tract, from which a fence corner post found, bears: North 39°49'12" East, a distance of 1.13 feet, also being the interior corner of said FoxBane Estates;

THENCE North 00°18'04" West, a distance of 1,683.93 feet to a 1/2-inch iron rod found for an interior corner corner of this 537.18 acre tract and the most Northern Northeast corner of said FoxBane Estates;

THENCE South 89°41'56" West, with the north line of said Foxbane Estates, a distance of 749.62 feet to a calculated corner being an interior corner of this 537.18 acre tract from which a fence corner post found, bears: South 61°33'11" West, a distance of 0.51 feet, being the most Northern Northwest corner of said FoxBane Estates;

THENCE South 00°38'43" East, at a distance of 1,366.79 pass a 1/2" iron rod found, a total distance of 1,788.01 feet to a calculated corner for an exterior corner of this 537.18 acre tract, from which a fence corner post found, bears: North 59°57'51" West, a distance of

2.29 feet, said calculated corner also being Northeast corner of a 11.840 acre tract recorded in Instrument No. 2012-12445 (O.P.R.D.C.T.);

THENCE North 89°57'51" West, a distance of 518.52 feet to a 1/2-inch iron rod found for an angle corner on the South line of this 537.18 acre tract, being the Northwest corner of said 11.840 acre tract and the Northeast corner the Sage Meadows Subdivision, Phase Two, recorded in Cabinet N, Page 166 (P.R.D.C.T.);

THENCE South 89°52'37" West, a distance of 538.16 feet to a 1/2-inch iron rod found for an angle corner for this 537.18 acre tract, being the Northwest corner of said Sage Meadows and Northeast corner of Sunflower Meadows recorded in Cabinet O, Page 122 (P.R.D.C.T.);

THENCE South 89°51'55" West, a distance of 1,144.64 feet to a 1/2-inch iron rod found for an angle corner on the South line of this 537.18 acre tract, being the Northwest corner of said Sunflower Meadows and the Northeast corner of Riggs Place, recorded in Cabinet E, Page 359 (P.R.D.C.T.);

THENCE South 89°46'31" West, a distance of 1,107.35 feet to a fence corner post found on the East line of a 462.08 acre tract recorded in Instrument No. 2009-1220 (O.P.R.D.C.T.), for the Southwest corner of this 537.18 acre tract and the Northwest corner of said Riggs Place;

THENCE North 00°13'42" West with said 462.08 acre tract, a distance of 3,307.06 feet to a 1/2-inch iron rod found for the most westerly Northwest corner of this 537.18 acre tract, being the Southwest corner of a 5.00 acre tract recorded in Clerk's No. 2010-21470 (O.P.R.D.C.T.);

THENCE North 89°56'14" East, a distance of 321.70 feet to a 1/2-inch iron rod found for and interior corner on the North line of this 537.18 acre tract and the most Southern Southeast corner of said 5.00 acre tract;

THENCE North 00°06'50" West, a distance of 61.86 feet to a 1/2-inch iron rod found for an exterior corner on the North line of this 537.18 acre tract and an interior corner of said 5.00 acre tract;

THENCE North 88°48'32" East, a distance of 195.07 feet to a 60D nail found for an interior corner on the North line of this 537.18 acre tract and the most Eastern Southeast corner of said 5.00 acre tract;

THENCE North 00°03'55" West, a distance of 385.16 feet to a 1/2-inch iron rod found on the South line of a 161.17 acre tract recorded in Instrument No. 2009-23477 (O.P.R.D.C.T.), being the most northerly Northwest corner of this 537.18 acre tract and the Northeast corner of said 5.00 acre tract;

THENCE North 89°07'54" East, a distance of 3,525.47 feet to a fence corner post found for the Northeast corner of said called 317.616 acre tract and the most Western Northwest corner of said 217.008 acre tract;

THENCE North 89°00'10" East, a distance of 898.27 feet to a fence corner post found for an interior corner of this 537.18 acre tract, an interior corner of said called 217.008 acre tract and being the Southeast corner of a 103.2656 acre tract recorded in Instrument No. 2009-136383 (O.P.R.D.C.T.);

THENCE North 00°25'50" West, a distance of 897.86 feet to a 5/8-inch iron rod found for the most Northern Northwest corner of this 537.18 acre tract and being the Southwest corner of a 43.31 acre tract recorded in Instrument No. 2019-16134 (O.P.R.D.C.T.);

THENCE North 89°24'32" East, a distance of 1,300.13 feet to a 1/2-inch iron rod found for the Northwest corner of said called 35.622 acre tract;

THENCE North 89°39'17" East, a distance of 565.88 feet to the POINT OF BEGINNING and containing a total of 537.18 acres of land.

METES AND BOUNDS DESCRIPTION (TRACT 2)

BEING 1.81 acres of land situated in the M. Polk Survey, Abstract No. 993, Denton County, Texas, being a part and out of Block 1, Range Hill Addition, referenced as Lot 3 Range Hill Road, according to the map thereof recorded in Cabinet L, Page 237, Plat Records, Denton County, Texas, (P.R.D.C.T.), said 1.81 acres of land being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the centerline of Range Road, being the most southern Southeast corner of said Range Hill Addition, and the Southwest corner of a 3.000 acre tract of land, in deed to Gary W. Huges, ET UX, recorded in Volume 1824, Page 859, Real Property Records, Denton County, Texas (R.P.R.D.C.T.);

THENCE South 88°45'45" West, a distance of 319.81 feet to a point in the centerline of Range Road, a point on the East line of a 217.008 acre tract of land in deed to Olen Range, recorded in Volume 670, Page 29, Deed Records, Denton County, Texas (D.R.D.C.T.);

THENCE North 01°28'26" West, at a distance of 17.25 feet pass a 1/2-inch iron rod stamped "TOPOGRAPHIC" set; a total distance of 30.00 feet to a point on the North right-of-way line of Range Road;

THENCE North 88°45'45" East with the North right-of-way line of Range Road, a distance of 259.98 feet to a point being the Southeast corner of Lot 1, Block 1, of said Range Hill

Addition;

THENCE North 01°08'43" West, a distance of 825.86 feet to a 1/2-inch iron rod found for the Northeast corner of said Lot 1;

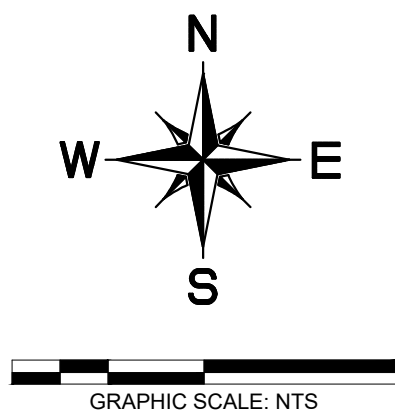
THENCE South 88°49'07" West, a distance of 265.87 feet to a point on the East line of said 217.008 acre tract, from which a 1/2-inch iron rod stamped "TOPOGRAPHIC" set, bears: South 01°31'49" East, a distance of 498.34 feet;

THENCE North 01°31'49" West with said 217.008 acre tract, a distance of 60.00 feet to a point being the Southwest corner of a 12.44 acre tract of land, in deed to Jerry S. Evans, recorded in Volume 4651, Page 469, (D.R.D.C.T.), from which a 3-way fence corner, bears: North 86°10'29" East, a distance of 4.47 feet;

THENCE North 88°49'51" East with said 12.44 acre tract, a distance of 326.15 feet to a 1/2-inch iron rod found for the Northwest corner of Lot 2, Block 1, of said Range Hill Addition;

THENCE South 01°09'44" East, a distance of 399.92 feet to a 1/2-inch iron rod found for the Southwest corner of said Lot 2, the Northwest corner of said 3.000 acre tract;

THENCE South 01°08'45" East, a distance of 515.81 feet the POINT OF BEGINNING and containing a total of 1.81 acres of land.



Cuesta Location Map

City of Justin ETJ, Denton County, Texas
February 2025

DWG NAME: K:\CIEL_CIVIL\081179360 - MERITAGE - CUESTA\CAD\X\H\B\T\PLANS\SHEETS\20250220\LOCATION MAP.DWG
LAST SAVED: 2/20/2025 1:11 PM

Kimley»Horn

400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY HERE MAPS. COPYRIGHT 2025.

ORDINANCE NO. 798-25

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, ANNEXING CERTAIN TERRITORY DESIGNATED AS CUESTA, BEING APPROXIMATELY 537.18 ACRES OF LAND SITUATED IN THE M. POLK SURVEY, ABSTRACT NO. 993, W.A. FERRIS SURVEY, ABSTRACT NO. 419, W.D. REDD SURVEY, ABSTRACT NO. 1125, DENTON COUNTY, TEXAS, IN ACCORDANCE WITH THE DEVELOPER'S AGREEMENT; DESIGNATING INITIAL ZONING OF THE PROPERTY AS SF-RE (RESIDENTIAL ESTATE SINGLE FAMILY); APPROVING AN ANNEXATION SERVICES AGREEMENT; PROVIDING FOR MUNICIPAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas (the "City"), in accordance with the laws of the State of Texas, has determined that the annexation of the territory described herein serves the best interests of the City and its citizens; and

WHEREAS, the proposed annexation will not increase the Extra-Territorial Jurisdiction of the City of Justin; and

WHEREAS, the landowners of the territory legally described herein have consented to annexation in accordance with the terms of the Developer's Agreement; and

WHEREAS, public hearings were properly noticed and held in accordance with state law to allow for public input on the proposed annexation; and

WHEREAS, upon annexation, the property shall be zoned as SF-RE (Residential Estate Single Family), the lowest density zoning classification available under the City's zoning regulations; and

WHEREAS, the City Council finds that this annexation is in the best interest of the City and that municipal services shall be provided in accordance with the Developers Agreement, which shall serve as the Annexation Services Agreement.

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

SECTION 1. The City of Justin hereby annexes into the City's corporate limits the territory described in Exhibit A, comprising approximately 537.18 acres, and said

territory shall hereafter be included within the City's boundaries and subject to all applicable laws and ordinances.

SECTION 2. The annexed property shall be zoned SF-RE (Residential Estate Single Family), which is the lowest density zoning classification under the City's zoning ordinance and shall be developed in accordance with all applicable regulations and governing documents.

SECTION 3. Pursuant to state law, an Municipal Services Agreement is hereby approved and adopted, attached hereto as Exhibit A, which details the provision of municipal services to the annexed area.

SECTION 4. (a) Fire and Police Protection: The City of Justin shall provide fire and police services to the annexed area immediately upon annexation. (b) Water and Sewer Services: Water and sewer services shall be provided by the City of Justin upon compliance with all requisite regulations and governing documents. (c) Trash Collection: Trash services shall be provided by the City of Justin or a third-party contractor as selected by the City Council. The rest of the municipal services are outlined herein attached as "Exhibit A".

SECTION 5. If any provision of this Ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance, which shall continue in full force and effect.

DULY PASSED by the City Council of the City of Justin, Texas, on the 10th day of April 2025.

On first reading, the 27th day of March 2025.

On the second and final reading, the 10^h day of April 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



MUNICIPAL SERVICES PLAN

DEVELOPMENT NAME: Cuesta Development

LEGAL DESCRIPTION:

BEING 537.18 acres of land situated in the M. Polk Survey, Abstract No. 993, W.A. Ferris Survey, Abstract No. 419, W. D. Redd Survey, Abstract No. 1125, Denton County, Texas, being a part and out of that certain called 35.622 acre tract of land described in deed to Olen N. Range and wife Myrtie Helen Range, recorded in Volume 1436, Page 311, Deed Records, Denton County, Texas, (D.R.D.C.T.), a certain called 217.008 acre tract of land described in deed to Olen Range recorded in Volume 670, Page 29, Deed Records, Denton County, Texas, (D.R.D.C.T.), a certain called 2.50 acre tract of land described in deed to Olen N. Range and wife Myrtie Helen Range, recorded in Volume 1122, Page 256, Deed Records, Denton County, Texas, (D.R.D.C.T.), and being a part and out of that certain called 317.616 acre tract of land described in deed to Patricia Ann Range Molloy, recorded in Volume 769, Page 965, Deed Records, Denton County, Texas, (D.R.D.C.T.), said 537.18 acres of land.

FIRE

Existing Services: Denton County

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 1, located at 310 N Sealy Ave, Justin, TX 76247. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the City of Justin as needed.

POLICE

Existing Services: Denton County's Sheriff's Office

Services to be Provided: Upon annexation, the City of Justin Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

DEVELOPMENT SERVICES

Existing Services: Denton County

Services to be Provided: The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Justin.

Development Services responsibility for regulating development and land use through the administration of the City of Justin's Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Justin Subdivision Ordinance. These services can be provided within the department's current budget.

The City of Justin will implement the enforcement of the City of Justin's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

STREET

Existing Services: Denton County

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City will then maintain the drainage upon approval.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Justin will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The City of Justin will be able to provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Existing Services: None

Services to be Provided: The City of Justin shall serve water to the subject property and its future residents. Water upgrades are required and are outlined in the executed Developers Agreement.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: The City of Justin shall provide sanitary sewer service to the subject property and its future residents. Sewer upgrades are required and are outlined in the Developers Agreement.

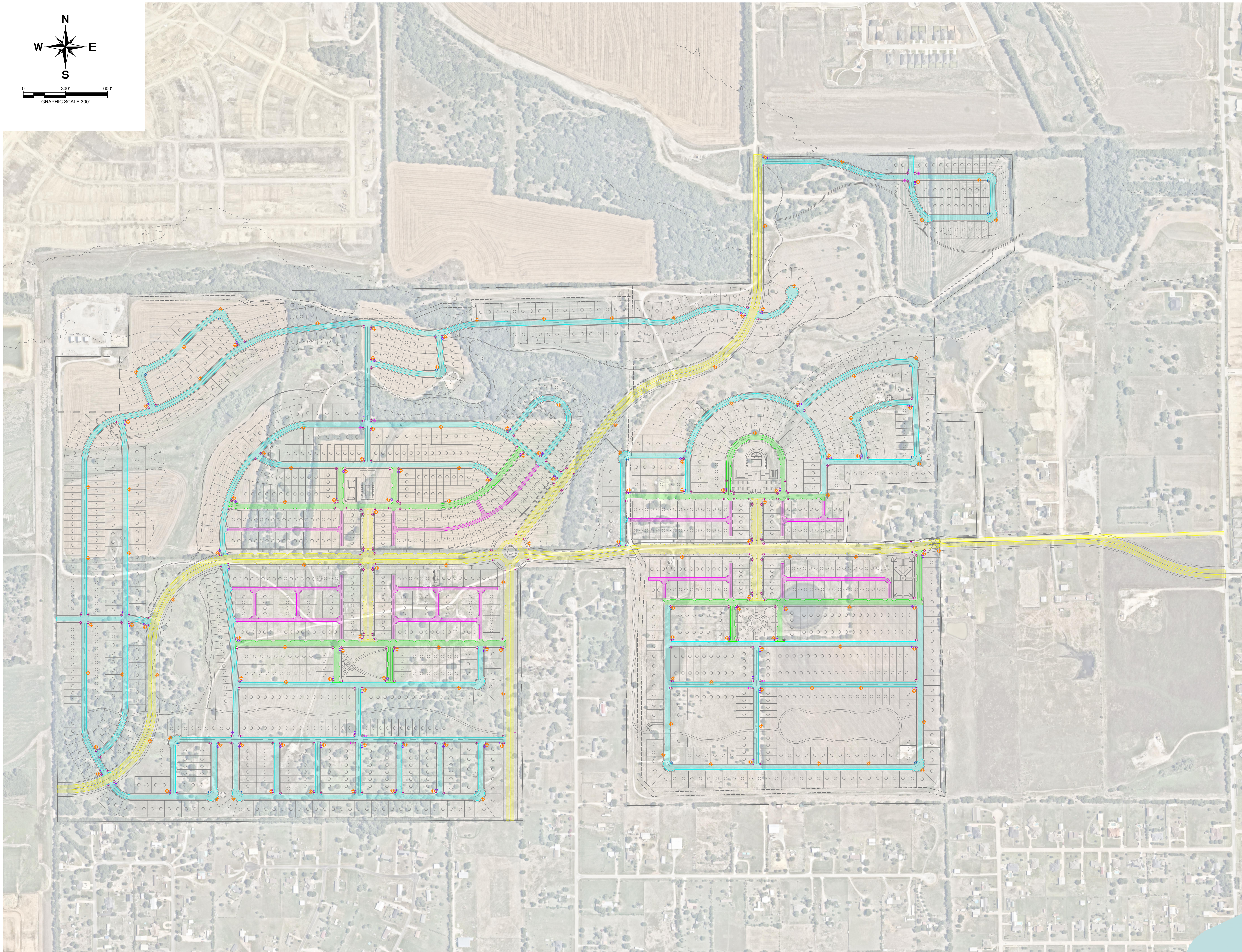
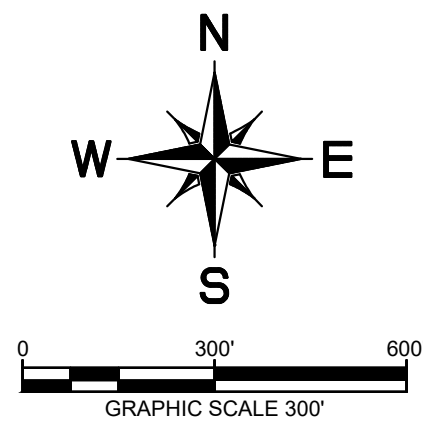
SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City of Justin policies, beginning with occupancy of structures.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Justin's established policies governing extension of municipal services to newly annexed areas. In addition to this service plan a Capital Improvement Plan is also included per §43.056(e) of the Texas Local Government Code.



LEGEND

	ALLEY PAVEMENT
	50' ROW PAVEMENT
	60' ROW PAVEMENT
	100' ROW PAVEMENT
	BARRIER FREE RAMP
	STREET SIGN
	COMBINATION STREET SIGN/STOP SIGN
	STOP SIGN
	STREET LIGHT

- NOTES:
1. ROADWAY IMPROVEMENTS SHOWN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE DURING THE DETAILED DESIGN PROCESS.
 2. SIDEWALKS WITHIN THE RIGHTS-OF-WAY INTENDED TO BE DEDICATED TO THE CITY.
 3. SEE LANDSCAPE EXHIBITS FOR TRAILS TO BE DEDICATED TO THE CITY.

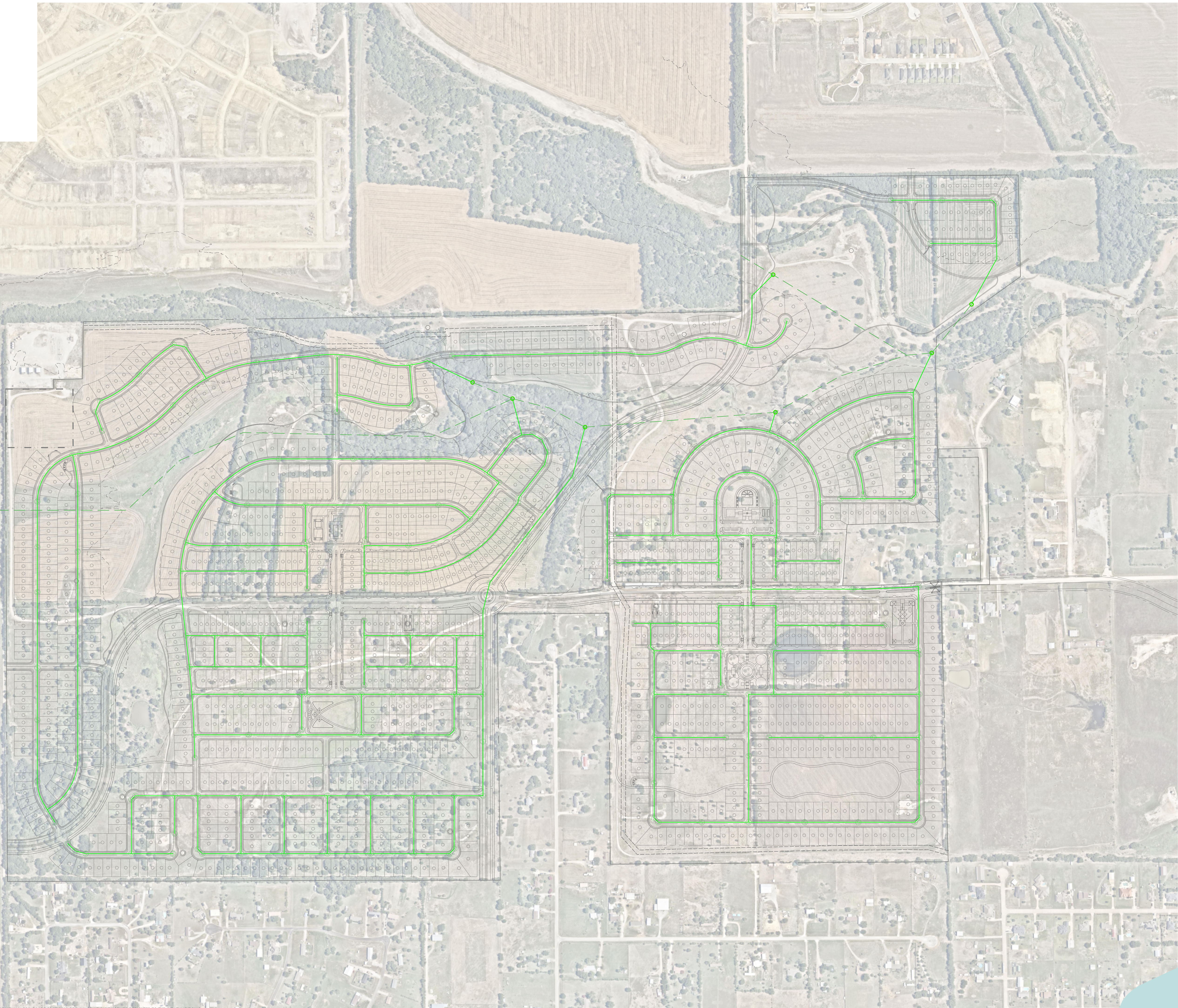
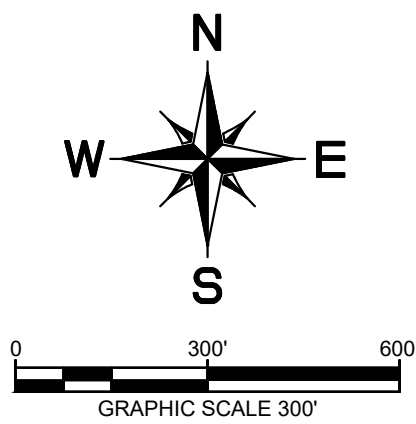
Exhibit C-1
Roadway Improvements
**Range Creek
(Cuesta)**

Justin, Texas
October 2024

Kimley»Horn

400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP. COPYRIGHT 2021



LEGEND

- SANITARY SEWER LINE
- WEST SIDE SSA SANITARY SEWER TRUNK LINE **
- SANITARY SEWER MANHOLE
- CONNECT TO EXISTING

** EXACT ALIGNMENT TO BE DETERMINED DURING DETAILED DESIGN — LAYOUT SHOWN IS APPROXIMATED BASED ON THE WEST SIDE REGIONAL SANITARY SEWER AGREEMENT.

NOTE:
SANITARY SEWER LAYOUTS SHOWN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE DURING THE DETAILED DESIGN PROCESS.

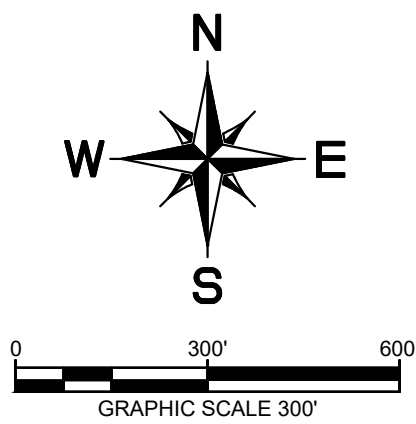
Exhibit C-1
Sanitary Sewer Improvements
Range Creek
(Cuesta)

Justin, Texas
October 2024

Kimley»Horn

400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2021



2650 LF OF WATERLINE
TO BE CONSTRUCTED TO
FM 407

LEGEND

- 8" WATER LINE
- 12" WATER LINE
- FIRE HYDRANT
- GATE VALVE
- TAPPING SLEEVE & VALVE
- AUTO FLUSH VALVE

NOTE:
WATER LINE LAYOUTS SHOWN ARE
CONCEPTUAL IN NATURE AND
SUBJECT TO CHANGE DURING THE
DETAILED DESIGN PROCESS.

Exhibit C-1
Water Improvements

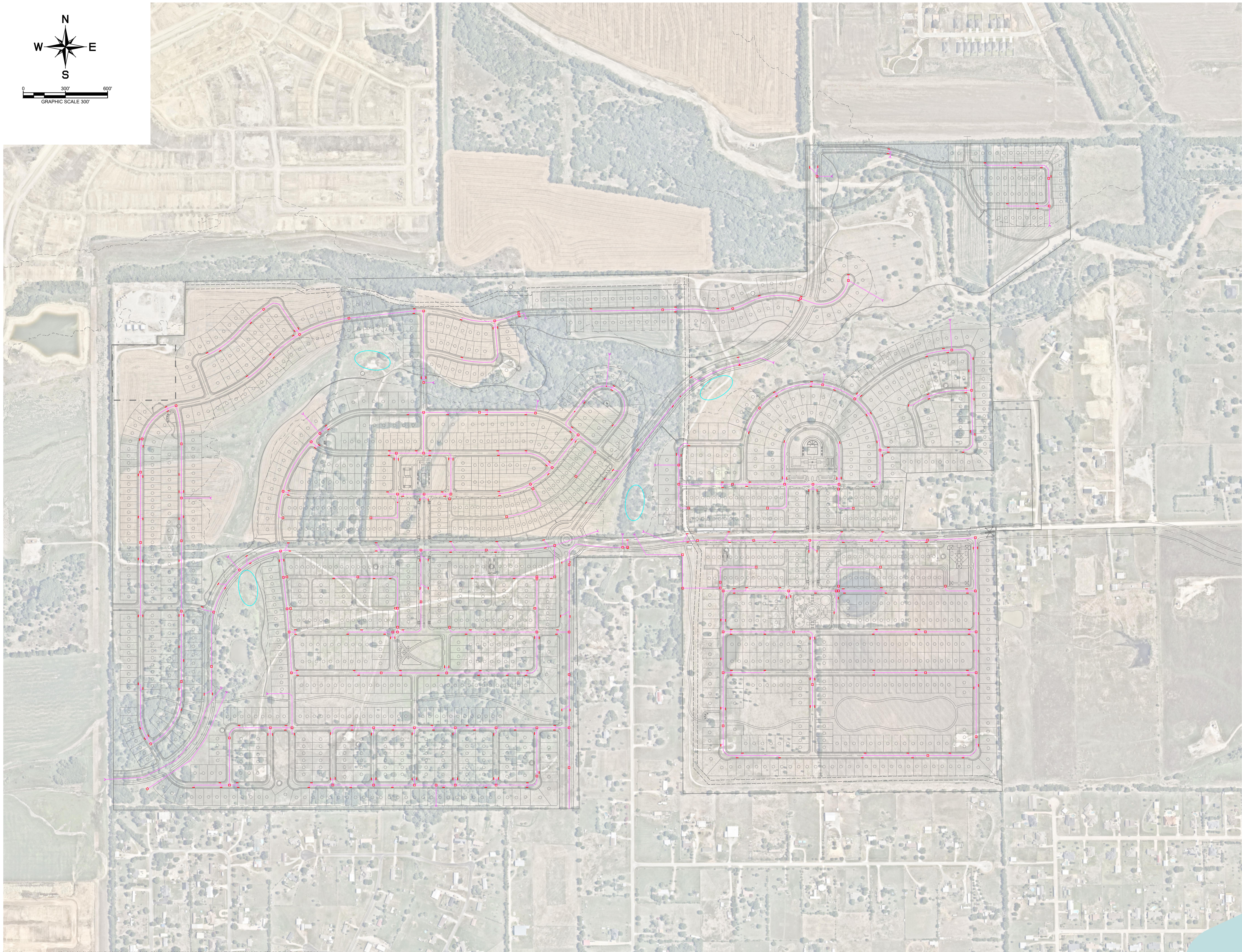
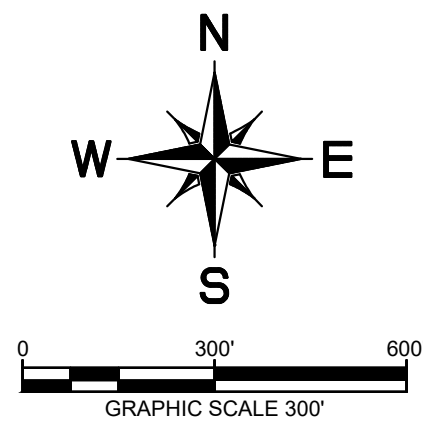
Range Creek (Cuesta)

Justin, Texas
October 2024

Kimley»Horn

400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR
CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2021



LEGEND

	STORM LINE
	STORM INLET
	STORM MANHOLE
	STORM HEADWALL
	VELOCITY CONTROL STRUCTURE **

** LOCATION AND NUMBER OF VELOCITY CONTROL STRUCTURES IS APPROXIMATE AND SUBJECT TO CHANGE PENDING DETAILED ENGINEERING STUDIES.

NOTE:
STORM SEWER LAYOUTS SHOWN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE DURING THE DETAILED DESIGN PROCESS.

Exhibit C-1
Storm Sewer Improvements

Range Creek (Cuesta)

Justin, Texas
October 2024

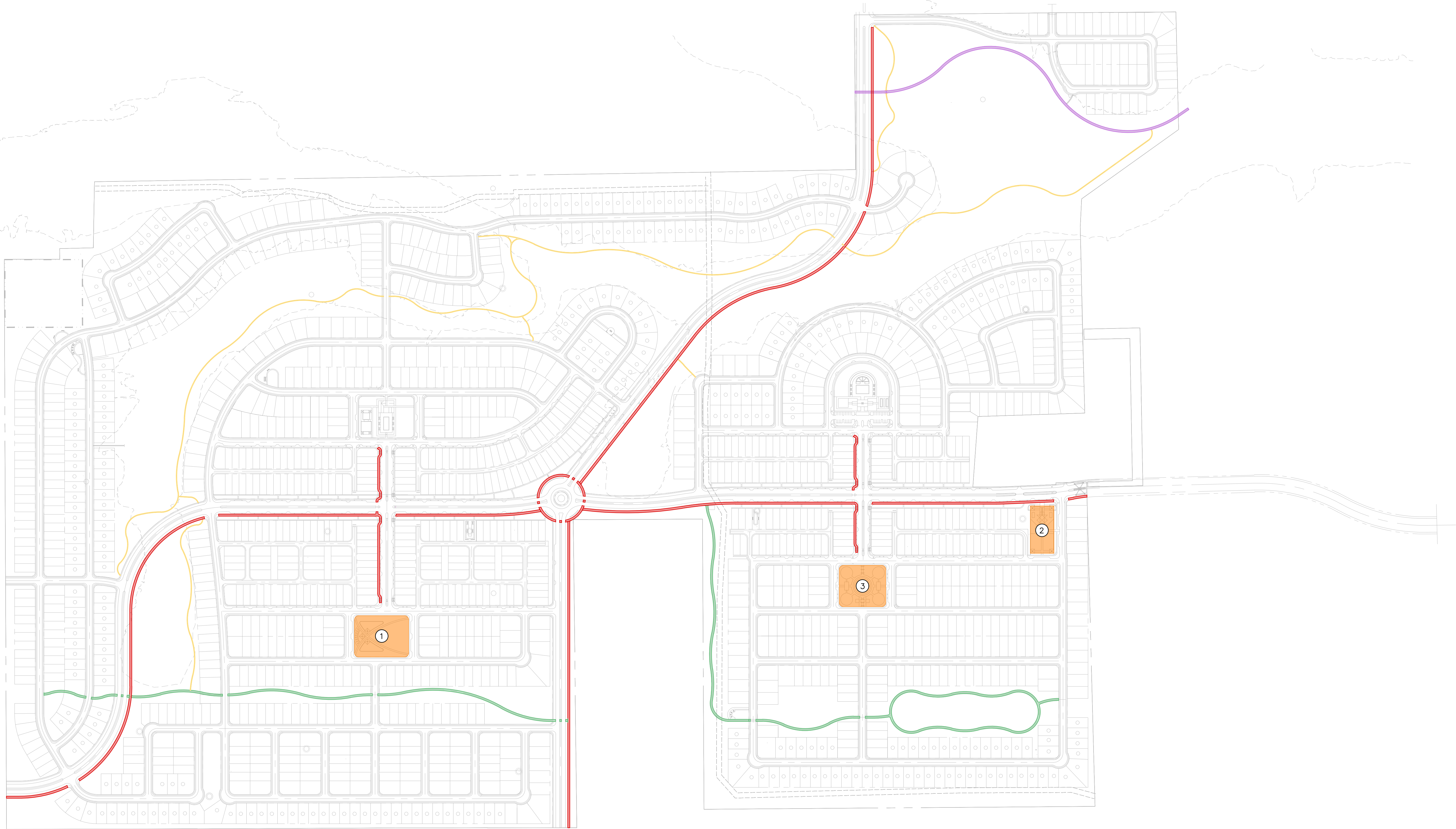
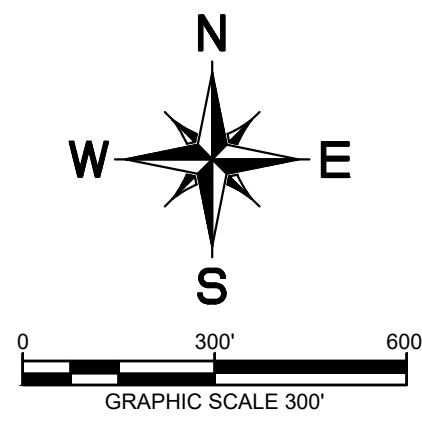
Kimley»Horn

400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2021

PROJECT NAME: RANGE CREEK		CREATED BY: JMP		PHASE 1		PHASE 2		PHASE 3		PHASE 4		TOTAL	
LOCATION: Justin, Texas		CREATED: 10/15/2024											
JOB NUMBER: 061179360		CHECKED BY: LEL/CMM		NO. OF LOTS: 280		NO. OF LOTS: 322		NO. OF LOTS: 400		NO. OF LOTS: 540		NO. OF LOTS: 1,542	
FILE NAME: Range Creek Detailed OPC_20241125.xlsx		PRINTED: 11/25/2024		ACRES: 128.98		ACRES: 92.45		ACRES: 116.14		ACRES: 200.10		ACRES: 537.7	
TOTALS				PHASE 1		PHASE 2		PHASE 3		PHASE 4		TOTAL	
A1. CLEARING & GRADING				\$1,793,575.00		\$1,815,375.00		\$2,156,236.67		\$3,686,753.33		\$9,451,940.00	
A2. EROSION CONTROL				\$205,030.00		\$192,796.00		\$258,854.00		\$356,364.00		\$1,013,044.00	
A3. RETAINING WALLS				\$412,020.00		\$83,550.00		\$1,800,730.00		\$1,772,090.00		\$4,068,390.00	
B1. WATER - ONSITE				\$1,554,485.95		\$1,573,247.21		\$2,202,805.96		\$2,877,154.18		\$8,207,693.29	
B2. WATER - MAJORS				\$1,280,057.84		\$0.00		\$759,154.89		\$0.00		\$2,039,212.73	
B3. WATER - OFFSITE MAJORS				\$568,743.63		\$0.00		\$0.00		\$0.00		\$568,743.63	
C1. SEWER - ONSITE				\$1,803,094.42		\$1,833,242.92		\$2,580,443.95		\$2,904,503.46		\$9,121,284.75	
C2. SEWER - MAJORS				\$611,395.37		\$420,543.09		\$826,920.69		\$705,258.59		\$2,564,117.74	
C3. SEWER - OFFPHASE				\$0.00		\$0.00		\$347,242.04		\$0.00		\$347,242.04	
D1. STORM SEWER - ONSITE				\$2,022,961.57		\$2,722,964.04		\$3,713,570.78		\$5,374,895.79		\$13,834,392.18	
D2. STORM SEWER - MAJORS				\$5,930,033.71		\$0.00		\$3,296,508.20		\$114,929.42		\$9,341,471.32	
D3. STORM SEWER - OFFPHASE				\$17,818.42		\$90,759.61		\$78,536.09		\$0.00		\$187,114.12	
D4. STORM SEWER - OFFSITE				\$44,807.64		\$0.00		\$0.00		\$0.00		\$44,807.64	
D5. STORM SEWER - CULVERTS UNDER TRAILS				\$668,514.96		\$0.00		\$126,250.00		\$570,779.28		\$1,365,544.24	
E1. STREET PAVEMENT - ONSITE				\$3,756,596.10		\$3,477,189.52		\$4,961,398.76		\$6,486,808.26		\$18,681,992.64	
E2. STREET PAVEMENT - MAJORS				\$3,131,557.96		\$0.00		\$2,490,196.73		\$2,637,000.33		\$8,258,755.02	
E3. STREET PAVEMENT - OFFSITE				\$922,294.19		\$0.00		\$1,107,733.22		\$0.00		\$2,030,027.40	
E4. PAVEMENT - TRAILS				\$947,602.20		\$423,412.20		\$866,883.00		\$231,492.00		\$2,469,389.40	
F1. AMENITIES/OPEN SPACE IMPROVEMENTS				\$6,380,835.00		\$3,492,288.00		\$7,857,533.00		\$6,367,207.00		\$24,097,863.00	
G1. MISCELLANEOUS/OTHER				\$560,000.00		\$644,000.00		\$1,068,056.00		\$1,080,000.00		\$3,352,056.00	
H1. SOFT COSTS				\$3,593,882.45		\$1,768,631.14		\$3,860,285.09		\$3,880,524.01		\$13,103,322.70	
I1. REGIONAL UTRWD WATERLINE				TEMPORARY PLACEHOLDER COSTS ARE TO BE DETERMINED									
J1. WATER TOWER FOR ENTRY FEATURE				TEMPORARY PLACEHOLDER COSTS ARE TO BE DETERMINED									
SUB-TOTAL				\$36,205,306.40		\$18,537,998.72		\$40,359,339.05		\$39,045,759.64		\$134,148,403.82	
CONTINGENCY (10%)				\$3,620,530.64		\$1,853,799.87		\$4,035,933.90		\$3,904,575.96		\$13,414,840.38	
GRAND TOTAL				\$39,825,837.04		\$20,391,798.59		\$44,395,272.95		\$42,950,335.61		\$147,563,244.20	

	TIRZ Water, Sewer, and Drainage Improvements in Public Roadway/Easements (Note: While the totals include phase 4 costs, those are not intended to be included in the TIRZ.)
	TIRZ Drainage and Paving Improvements in Open Spaces



LEGEND

①

PUBLIC EVENT PARK

②

PUBLIC PAVILION PARK

③

PUBLIC PLAY PARK

4' NATURE TRAIL

12' REGIONAL TRAIL

12' MULTI-TRAIL

100 CL - 12' MULTI-TRAIL

Exhibit C-3
TIRZ Exhibit – Open Space,
Public Parks, Trails

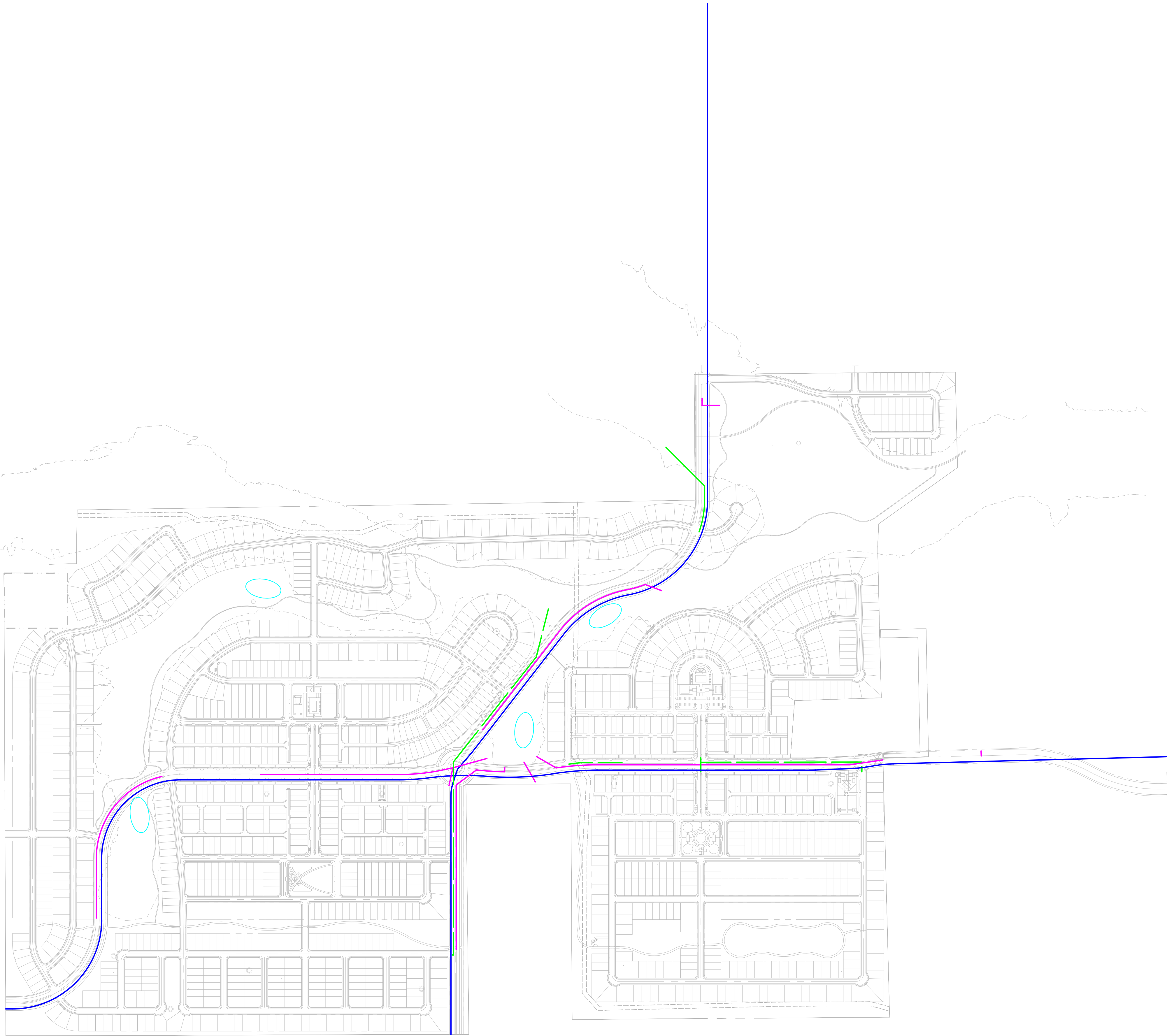
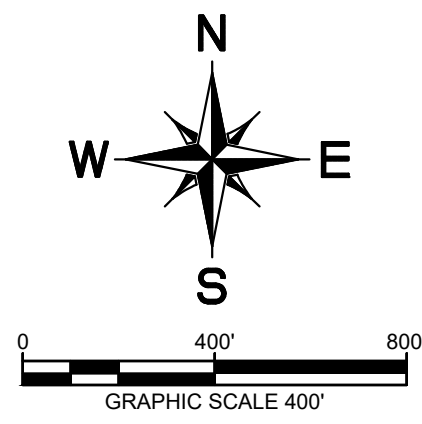
Range Creek (Cuesta)

Justin, Texas
November 2024

Kimley»Horn

400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR
CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2021



LEGEND

WATER IMPROVEMENTS

SANITARY SEWER IMPROVEMENTS

DRAINAGE IMPROVEMENTS

OPEN SPACE DRAINAGE IMPROVEMENTS

Exhibit C-3
TIRZ Exhibit – Utilities
**Range Creek
(Cuesta)**
Justin, Texas
November 2024

Kimley»Horn
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR
CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2021

EXHIBIT C-4 TIRZ PROJECT COSTS
KIMLEY-HORN AND ASSOCIATES
NOVEMBER 25, 2024

PROJECT NAME: <i>RANGE CREEK (CUESTA)</i>	PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTAL
LOCATION: <i>Justin, Texas</i>					
OPEN SPACE, PUBLIC PARKS, TRAILS					
<i>Public Event Park</i>	\$ -	\$ -	\$ 2,610,000.00	\$ -	\$ 2,610,000.00
<i>Public Pavillion Park</i>	\$ -	\$ 3,834,000.00	\$ -	\$ -	\$ 3,834,000.00
<i>Public Play Park</i>	\$ -	\$ 3,684,000.00	\$ -	\$ -	\$ 3,684,000.00
<i>Open Space Improvements</i>					
<i>Drainage Improvements (Trails)</i>	\$668,514.96	\$0.00	\$126,250.00	\$570,779.28	\$ 1,365,544.24
<i>Paving Improvements (Trails)</i>	\$947,602.20	\$423,412.20	\$866,883.00	\$231,492.00	\$ 2,469,389.40
SUBTOTAL OPEN SPACE, PUBLIC PARKS, TRAILS	\$ 1,616,117.16	\$ 7,941,412.20	\$ 3,603,133.00	\$ 802,271.28	\$ 13,962,933.64
MAJOR INFRASTRUCTURE IMPROVEMENTS					
<i>Water Improvements</i>	\$1,848,801.47	\$0.00	\$759,154.89	\$0.00	\$ 2,607,956.35
<i>Sanitary Sewer Improvements (includes West Side Regional SSA)</i>	\$611,395.37	\$420,543.09	\$826,920.69	\$0.00	\$ 1,858,859.15
<i>Drainage Improvements</i>	\$5,974,841.35	\$0.00	\$3,296,508.20	\$0.00	\$ 9,271,349.54
SUBTOTAL MAJOR ROADWAY IMPROVEMENTS	\$ 8,435,038.18	\$ 420,543.09	\$ 4,882,583.77	\$ -	\$ 13,738,165.04
ADDITIONAL TIRZ COSTS					
<i>MTH/TCCI Proportional Share of Elevated Storage Tank</i>	<i>TEMPORARY PLACEHOLDER COSTS ARE TO BE DETERMINED</i>				
TOTAL POTENTIAL TIRZ PROJECT REIMBURSEMENT	\$ 10,051,155.34	\$ 8,361,955.29	\$ 8,485,716.77	\$ 802,271.28	\$ 27,701,098.68

	<i>TIRZ Water, Sewer, and Drainage Improvements in Public Roadway/Easements</i>
	<i>TIRZ Drainage and Paving Improvements in Open Spaces</i>



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 7. (CONSENT AGENDA)

Title: Consider adopting Ordinance 800-25, first reading, approving an amendment to the FY 2024-2025 Community Development (Type B) Corporation Budget; and take appropriate action.

Department: Administration

Contact:

Recommendation:

Approve resolution as presented.

Background:

The proposed CDC budget amendment was approved by the board on March 20th, 2025. The amendment includes an additional \$8,000 for a sports complex feasibility study and \$25,000 for future mural opportunities.

City Attorney Review: No

Attachments:

1. FY 24-25 EDC Budget Amendment 032025
2. Ordinance 800-25 - CDC budget amendment

**BUDGET AMENDMENT
FY 2024-2025
Amended Expenditures**

ACCOUNT NUMBER	Description	FY 24-25 ORIGINAL BUDGET	FY 24-25 AMENDED BUDGET	\$ CHANGE
<u>CDC</u>				
236-7530-626183	CONSULTING SERVICES	\$ 17,500	\$ 25,500	\$ 8,000
236-7530-670010	INCENTIVE PROJECTS	\$ 200,000	\$ 225,000	\$ 25,000
Total				\$ 33,000.00

ACCOUNT NUMBER	Description	FY 24-25 ORIGINAL BUDGET	FY 24-25 AMENDED BUDGET	\$ CHANGE
236-9999-710745	TRANSFER TO FUND BALANCE	\$ 78,441.00	\$ 45,441.00	\$ 33,000.00

CITY OF JUSTIN, TEXAS
ORDINANCE NUMBER 800-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS AMENDING THE ADOPTED EDC BUDGET, AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FY 2024-2025 CDC BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council approved the Fiscal Year 2024-2025 Budget beginning October 1, 2024 and ending September 30, 2025; and,

WHEREAS, the CDC is adding \$25,000 for additional mural opportunities and \$8,000 for consulting services for a sports complex feasibility study; and

WHEREAS, the City Council of the City of Justin, Texas finds that contributing to public art and exploring opportunities for a sports complex would be an economic benefit to the community; and

WHEREAS, the City Council has the authority to approve amendments to the Adopted Budget; and,

WHEREAS, the City Council has determined that the proposed amendments to the Fiscal Year 2024-2025 Budget are in the best interest of the City.

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

SECTION 1. That the approved Fiscal Year 2024-2025 Budget Ordinance, is hereby amended to incorporate the changes set out herein are hereby authorized and approved.

SECTION 2. All portions of the existing FY 2024-2025 Budget, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of this ordinance.

SECTION 3. In the event any clause, phrase, provision, sentence, or part of this ordinance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Justin, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 4. That this Ordinance shall become effective from and after its adoption and is so ordained.

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 10 DAY OF APRIL 2025.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE 8 DAY OF MAY 2025.

**James Clark,
Mayor**

ATTESTED:

**Amy Piukana,
City Secretary**

APPROVED AS TO FORM:

**Matthew Boyle,
City Attorney**



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 8. (CONSENT AGENDA)

Title: Consider approving Resolution 746-25 approving an amendment to the Construction Manager at Risk (CMAR) Agreement with Crossland Construction Company, Inc. establishing a Guaranteed Maximum Price not to exceed \$17,629,222 for the construction phase of the new Fire Station Project; and take appropriate action.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Staff recommends approving

Background:

At the May 9, 2024 Regular Council Meeting, Council approved Resolution 676-24 that authorized the city manager to negotiate a Construction Manager At-Risk Agreement for pre-construction services to determine a Guaranteed Maximum Price (GMP) for the construction of the City of Justin Fire Station with Crossland Construction Company, Inc. Crossland, has completed that task and presented the GMP to staff. The proposed Resolution provides an amendment, *AIA Document A133-2019 Exhibit A*, to the original CMAR Agreement with Crossland Construction Company, Inc. and retains them as the Construction Manager as Constructor for a Guaranteed Maximum Price not to exceed \$17,629,222. Please note that this does not include Architectural and Engineering costs, estimated to be \$1,725,000 and will be included in the Bond Sale. The execution of the proposed Amendment will be delayed until such time the City has received the Bond Proceeds in June from the anticipated Bond Sale on May 8, 2025.

City Attorney Review: Yes

Attachments:

1. Resolution 746-25 Approving Amendment to Fire Station CMAR
2. Resolution 746-25 Exhibit A - Justin Fire Station GMP

**CITY OF JUSTIN
RESOLUTION 746-25**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS APPROVING AN AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH CROSSLAND CONSTRUCTION COMPANY, INC. ESTABLISHING A GUARANTEED MAXIMUM PRICE NOT TO EXCEED \$17,629.222 FOR THE CONSTRUCTION PHASE OF THE NEW FIRE STATION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS.

WHEREAS, on November 7, 2023, residents approved a bond issuance to build a Fire Station; and,

WHEREAS, On December 14, 2023, City Council approved a "Professional Design Services Proposal" by Resolution 633-23 as the initial step in the design of the new Fire Station; and

WHEREAS, on March 14, 2024 City Council approved Resolution 662-24 that authorized the publishing of the Fire Station project and to receive proposals from Construction Managers; and

WHEREAS, on May 9, 2024 City Council approved Resolution 676-24 securing Crossland Construction Company, Inc. as the Construction Manager at Risk (CMAR) for pre-construction services to determine a Guaranteed Maximum Price for the construction of the City of Justin Fire Station; and

WHEREAS, the City Council of the City of Justin understands that the Construction Manager at Risk (CMAR) method of delivery generally brings overall value and cost savings to construction projects; and

WHEREAS, the CMAR is an Owner advocate and manages the project with the Owner's best interest in mind at all times; and

WHEREAS, constructability and value to the Owner are afforded by the Value Engineering expertise brought to the process by the CMAR; and

WHEREAS, CMAR services are professional services like architectural, engineering, surveying, etc. and the CMAR's purpose is not only to construct the project, but to manage the coordination and construction of the project. This management focus adds much value to the project; and

WHEREAS, the City of Justin Fire Station Project construction is a complex project that will benefit from these management services;

WHEREAS, the City Council desires to amend the CMAR Agreement with Crossland Construction Company, Inc. and retain them as the Construction Manager as Contractor for a

Guaranteed Maximum Price not to exceed \$17,629,622 for the Construction phase of the Fire Station;

WHEREAS, the City Council of the City of Justin, Texas finds that it is in the best interest to the citizens of Justin, Texas and all stakeholders within the region to transition the JCVFD to City services.

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

SECTION 1: That, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the City of Justin City Council hereby approves Resolution 746-25, approving an amendment to the Construction Manager at Risk (CMAR) Agreement with Crossland Construction Company, Inc, establishing a Guaranteed Maximum Price not to exceed \$17,629,222 for the construction phase of the new Fire Station Project, *AIA Document A133-2019 - Exhibit A*, attached hereto, and further authorizes the City Manager to execute any necessary documents.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: That this resolution shall become effective from and after its date of passage.

DULY PASSED and approved by the City Council of the City of Justin, Texas, by a vote on this the 10th day of April, 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy M. Piukana, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney



Document A133[®] – 2019 Exhibit A

RESOLUTION 746-25

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 4th day of April in the year 2025 (the “Agreement”)

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Justin Fire Station
11042 FM 407
Justin, Texas 76247

THE OWNER:

(Name, legal status, and address)

City of Justin
415 N College Avenue
PO Box 129

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Crossland Construction Company, Inc
13601 N, Freeway
Suite 130
Fort Worth, TX 76177

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seventeen Million, Six Hundred Twenty Nine Thousand, Two Hundred Twenty Two Dollars (\$ \$17,629,222), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Reference GMP Exhibit A.1

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item N/A	Price None
----------	------------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item N/A	Price None	Conditions for Acceptance
----------	------------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item Reference GMP Exhibit A.1	Units and Limitations	Price per Unit (\$0.00)
--------------------------------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

The later date of the execution of this Amendment or the date of the City issued permit delivered to the Construction Manager.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured

from the date of commencement of the Work.

§ **A.2.3 Substantial Completion**

§ **A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than Four Hundred and Eighty (480)
calendar days from the date of commencement of the Work.

☐ [] By the following date:

§ **A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work N/A	Substantial Completion Date None
---------------------	----------------------------------

§ **A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ **A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ **A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ **A.3.1.2** The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Reference GMP Exhibit A.2

Section	Title	Date	Pages
---------	-------	------	-------

§ **A.3.1.3** The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Reference GMP Exhibit A.3

Number	Title	Date
--------	-------	------

§ **A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item- Reference GMP Exhibit A.1	Price
------------------------------------	-------

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Reference GMP Exhibit A.1

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Reference GMP Exhibit A.1

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

None

This Amendment to the Agreement entered into as of the day and year first written above.



OWNER (Signature)

BY: City of Justin

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

BY: Derek Kloer

(Printed name and title)

Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:14:51 CDT on 04/01/2025.

Changes to original AIA text

PAGE 1

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$~~
(\$), subject to
additions and deductions by Change Order as provided in the Contract Documents.

Item N/A

Price None

Item N/A

Price None

Conditions for
Acceptance

Item Reference GMP Exhibit A.1

Units and Limitations

Price per Unit (\$0.00)

PAGE 3

Portion of Work N/A

Substantial Completion Date None

§ ~~A.3.1.4~~ The Sustainability Plan, if any:
~~(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)~~

~~Other identifying information:~~

PAGE 4

Variable Information**PAGE 1**

This Amendment dated the _____ day of _____ in the year _____, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 4th day of April in the year 2025 (the "Agreement")

Justin Fire Station

11042 FM 407

Justin, Texas 76247

City of Justin

415 N College Avenue

PO Box 129

Crossland Construction Company, Inc

13601 N. Freeway

Suite 130

Fort Worth, TX 76177

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$~~ _____ (\$ _____), subject to additions and deductions by Change Order as provided in the Contract Documents.

Reference GMP Exhibit A.1

☒ Established as follows:

The later date of the execution of this Amendment or the date of the City issued permit delivered to the Construction Manager.

PAGE 3

☒ Not later than Four Hundred and Eighty (480) calendar days from the date of commencement of the Work.

Reference GMP Exhibit A.2

Reference GMP Exhibit A.3

PAGE 4

Reference GMP Exhibit A.1

Reference GMP Exhibit A.1

None



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Derek Kloer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:14:51 CDT on 04/01/2025 under Order No. 20240086153 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Division Manager

(Title)

04.04.25

(Dated)

GUARANTEED MAXIMUM PRICE PROPOSAL

Project: Justin Fire Station No. 2
Date: April 4, 2025



BID PACKAGE	DESCRIPTION	SITE	2.143 \$/Acre	BUILDING	25,068 \$/SF	TOTAL	25,068 \$/SF	%
01A	General Requirements	\$ 117,484	\$ 54,822	\$ 218,185	\$ 8.70	\$ 335,670	\$ 13.39	1.90%
02A	Demolition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
31A	Earthwork	\$ 258,144	\$ 120,459	\$ -	\$ -	\$ 258,144	\$ 10.30	1.46%
31B	Erosion Control	\$ 8,987	\$ 4,194	\$ -	\$ -	\$ 8,987	\$ 0.36	0.05%
31C	Termite Treatment	\$ -	\$ -	\$ 1,500	\$ 0.06	\$ 1,500	\$ 0.06	0.01%
32A	Landscaping & Irrigation	\$ 81,290	\$ 37,933	\$ -	\$ -	\$ 81,290	\$ 3.24	0.46%
32E	Pavement Markings	\$ 7,450	\$ 3,476	\$ -	\$ -	\$ 7,450	\$ 0.30	0.04%
33A	Site Utilities	\$ 643,840	\$ 300,438	\$ -	\$ -	\$ 643,840	\$ 25.68	3.65%
33B	Franchise Utilities(Gas & Electric)- ALLOWANCE	\$ 150,000	\$ 69,995	\$ -	\$ -	\$ 150,000	\$ 5.98	0.85%
03A	Cast-in-Place Concrete	\$ 422,000	\$ 196,920	\$ 1,653,000	\$ 65.94	\$ 2,075,000	\$ 82.77	11.77%
04A	Masonry	\$ -	\$ -	\$ 1,378,000	\$ 54.97	\$ 1,378,000	\$ 54.97	7.82%
05A	Structural & Miscellaneous Steel	\$ 25,000	\$ 11,666	\$ 1,019,541	\$ 40.67	\$ 1,044,541	\$ 41.67	5.93%
06A	Woods and Plastics	\$ -	\$ -	\$ 506,928	\$ 20.22	\$ 506,928	\$ 20.22	2.88%
06B	Heavy Timber	\$ -	\$ -	\$ 183,951	\$ 7.34	\$ 183,951	\$ 7.34	1.04%
07A	Roofing	\$ -	\$ -	\$ 749,513	\$ 29.90	\$ 749,513	\$ 29.90	4.25%
07B	Waterproofing	\$ 9,700	\$ 4,526	\$ 150,600	\$ 6.01	\$ 160,300	\$ 6.39	0.91%
07C	Foamed-in-Place Insulation	\$ -	\$ -	\$ 48,400	\$ 1.93	\$ 48,400	\$ 1.93	0.27%
07D	Metal Panels	\$ -	\$ -	\$ 19,694	\$ 0.79	\$ 19,694	\$ 0.79	0.11%
07F	Fiber Cement Panels	\$ -	\$ -	\$ 167,100	\$ 6.67	\$ 167,100	\$ 6.67	0.95%
08A	Doors & Hardware	\$ -	\$ -	\$ 219,120	\$ 8.74	\$ 219,120	\$ 8.74	1.24%
08B	Glass & Glazing	\$ -	\$ -	\$ 460,750	\$ 18.38	\$ 460,750	\$ 18.38	2.61%
08C	Overhead Doors	\$ -	\$ -	\$ 332,960	\$ 13.28	\$ 332,960	\$ 13.28	1.89%
09A	Drywall & Acoustical	\$ -	\$ -	\$ 662,825	\$ 26.44	\$ 662,825	\$ 26.44	3.76%
09B	Flooring	\$ -	\$ -	\$ 82,034	\$ 3.27	\$ 82,034	\$ 3.27	0.47%
09C	Tile	\$ -	\$ -	\$ 59,750	\$ 2.38	\$ 59,750	\$ 2.38	0.34%
09D	Painting	\$ -	\$ -	\$ 169,445	\$ 6.76	\$ 169,445	\$ 6.76	0.96%
09R	Resinous Flooring	\$ -	\$ -	\$ 146,737	\$ 5.85	\$ 146,737	\$ 5.85	0.83%
10A	Specialties	\$ -	\$ -	\$ 115,652	\$ 4.61	\$ 115,652	\$ 4.61	0.66%
10B	Signage	\$ -	\$ -	\$ 74,478	\$ 2.97	\$ 74,478	\$ 2.97	0.42%
10C	Pre-Fabricated Canopies	\$ -	\$ -	\$ 11,600	\$ 0.46	\$ 11,600	\$ 0.46	0.07%
10E	Lockers	\$ -	\$ -	\$ 54,804	\$ 2.19	\$ 54,804	\$ 2.19	0.31%
11A	Equipment	\$ -	\$ -	\$ 269,130	\$ 10.74	\$ 269,130	\$ 10.74	1.53%
12A	Window Treatments	\$ -	\$ -	\$ 13,800	\$ 0.55	\$ 13,800	\$ 0.55	0.08%
12B	Furnishings- ALLOWANCE	\$ -	\$ -	\$ 85,000	\$ 3.39	\$ 85,000	\$ 3.39	0.48%
12C	Fitness Room Equipment- ALLOWANCE			\$ 15,000	\$ 0.60	\$ 15,000	\$ 0.60	0.09%
13A	Fuel Station ALLOWANCE			\$ 200,000	\$ 7.98	\$ 200,000	\$ 7.98	1.13%
21A	Fire Protection	\$ -	\$ -	\$ 80,105	\$ 3.20	\$ 80,105	\$ 3.20	0.45%
22A	Plumbing	\$ -	\$ -	\$ 985,500	\$ 39.31	\$ 985,500	\$ 39.31	5.59%
23A	HVAC	\$ -	\$ -	\$ 960,999	\$ 38.34	\$ 960,999	\$ 38.34	5.45%
26A	Electrical	\$ -	\$ -	\$ 1,505,595	\$ 60.06	\$ 1,505,595	\$ 60.06	8.54%
27A	Communications-Cabling	\$ -	\$ -	\$ 33,940	\$ 1.35	\$ 33,940	\$ 1.35	0.19%
27A	Communications Equipment ALLOWANCE			\$ 75,000	\$ 2.99	\$ 75,000	\$ 2.99	0.43%
27B	Audio/Visual ALLOWANCE	\$ -	\$ -	\$ 100,000	\$ 3.99	\$ 100,000	\$ 3.99	0.57%
27C	SCADA	\$ -	\$ -	EXCLUDED	\$ -	EXCLUDED	\$ -	0.00%
28A	Fire Alarm	\$ -	\$ -	\$ 45,630	\$ 1.82	\$ 45,630	\$ 1.82	0.26%
28B	Security ALLOWANCE	\$ -	\$ -	\$ 75,000	\$ 2.99	\$ 75,000	\$ 2.99	0.43%
28C	Access Controls ALLOWANCE	\$ -	\$ -	\$ 100,000	\$ 3.99	\$ 100,000	\$ 3.99	0.57%
28D	Dispatch Alerting System- ALLOWANCE			\$ 150,000	\$ 5.98	\$ 150,000	\$ 5.98	0.85%
28E	Emergency Responder Radio System	\$ -	\$ -	EXCLUDED	\$ -	EXCLUDED	\$ -	0.00%
	SUBTOTAL DIRECT COST OF WORK	\$ 1,723,895	\$ 804,431	\$ 13,181,266	\$ 525.82	\$ 14,905,161	\$ 594.59	84.55%
	Design/Estimating Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
	Construction Contingency	\$ 56,992	\$ 26,594	\$ 383,739	\$ 15.31	\$ 440,731	\$ 17.58	2.50%
	Owner's Contingency	\$ 56,992	\$ 26,594	\$ 383,739	\$ 15.31	\$ 440,731	\$ 17.58	2.50%
	Building Permit & Plan Review Fees	BY OWNER	\$ -	\$ -	\$ -	BY OWNER	\$ -	0.00%
	Maintenance Bond	\$ 1,368	\$ 638	\$ 9,210	\$ 0.37	\$ 10,578	\$ 0.42	0.06%
	Subcontractor Default Insurance (SDI)	\$ 30,776	\$ 14,361	\$ 207,219	\$ 8.27	\$ 237,994	\$ 9.49	1.35%
RFP	Project Management Staff	\$ 313,017	\$ 146,065	\$ 581,318	\$ 23.19	\$ 894,336	\$ 35.68	5.07%
RFP	Bonds and Insurance	\$ 37,615	\$ 17,552	\$ 253,267	\$ 10.10	\$ 290,882	\$ 11.60	1.65%
RFP	Temporary Project Construction Utilities-CM Staff Only	\$ 2,688	\$ 1,254	\$ 8,063	\$ 0.32	\$ 10,750	\$ 0.43	0.06%
RFP	Field Offices & Office Supplies-CM Staff Only	\$ 8,244	\$ 3,847	\$ 24,731	\$ 0.99	\$ 32,975	\$ 1.32	0.19%
RFP	Preconstruction Phase Fee	\$ 2,500	\$ 1,167	\$ 10,000	\$ 0.40	\$ 12,500	\$ 0.50	0.07%
RFP	Construction Phase Fee	\$ 45,594	\$ 21,276	\$ 306,991	\$ 12.25	\$ 352,584	\$ 14.07	2.00%
	TOTAL	\$ 2,279,680	\$ 1,063,780	\$ 15,349,542	\$ 612.32	\$ 17,629,222	\$ 703.26	/SF

April 4, 2025

Mr. Jarrod Greenwood
City of Justin
415 N. College Avenue
Justin, TX 76247

RE: Justin Fire Station #2
Exhibit A.1 - Guaranteed Maximum Price Clarifications

Dear Mr. Greenwood:

Crossland Construction Company, Inc. ("CROSSLAND") is pleased to submit our Guaranteed Maximum Price ("GMP") Proposal for Justin Fire Station #2 ("Project") located in Justin, TX.

This proposal is based on the Construction Manager at Risk Contract between the City of Justin ("Owner") and CROSSLAND ("CMAR") and the Construction Documents issued by FGM Architects Inc., and their Consultants ("Architect").

We appreciate being part of your project team and helping make your project successful. If you have any questions regarding our proposal or need additional information, please do not hesitate to call.

Best regards,

Derek Kloer
Division Manager
dkloer@crossland.com

TABLE OF CONTENTS

- **Executive Summary**
- **Basis of Proposal**
- **GMP Cost Summary**
- **Clarifications, Assumptions and Exclusions**

1

Proposal Summary

Executive Summary

This Guaranteed Maximum Price ("GMP") Proposal is based upon the Early Release Package and Design Development documents prepared by FGMA and their Consultants as detailed in the Estimate Proposal.

Further project scope definition has been developed by **CROSSLAND**, and various qualifications that are included in this proposal.

From this data, we hereby propose a Guaranteed Maximum Price of **SEVENTEEN MILLION SIX-HUNDRED TWENTY-NINE THOUSANDTWO HUNDRED TWENTY-TWO DOLLARS (\$17,629,222.00)**. See enclosed Guaranteed Maximum Price Summary for a detailed cost breakdown of which the GMP amount is based.

We have developed and enclosed a Project Schedule, which indicates the agreed upon schedule objectives for the project.

- | | |
|---------------------------------|------------------|
| ▪ Submit GMP | April 4, 2025 |
| ▪ Council Approval of GMP | April 10, 2025 |
| ▪ Notice to Proceed ("NTP") | June 2 2025 |
| ▪ Substantial Completion | October 2, 2026 |
| ▪ Final Construction Completion | November 6, 2026 |

CROSSLAND recommends that the attached documents be carefully reviewed; questions and comments be referred back to us for resolution; and the overall project be approved for further progress.

2

Basis of Proposal

Introduction

This section of Guaranteed Maximum Price (GMP) Proposal describes clarifications, qualifications, assumptions, and exclusions from which our proposal is based.

For those items that are identified as **excluded**, no cost or time has been accounted for in the GMP Proposal to address the issue. For those items that are **clarified, qualified** or based on an **assumption**, the GMP proposal reflects only the cost and time of the element as assumed or clarified.

Any modifications to the following clarifications, qualifications, assumptions, and exclusions may result in a change to GMP and/or the Project Schedule.

Cost Basis of GMP

Changes or revisions that may result in a modification to the Contract Sum and/or Contract Time will be processed as defined in the Owner-CMAR Agreement. As such, the Owner must carefully review all the criteria used to develop this GMP Proposal and request any revisions to the same, so that a modified GMP Proposal can be prepared.

Permits and Fees

1. GMP **excludes** Plan Review and Permit Fees.
2. Impact and/or Tap Fees for water and sanitary sewer are **excluded**.
3. GMP **excludes** any and all costs and/or Fees for Franchise Utilities (ie. Atmos, Oncor, AT&T, etc....)

Contingency

GMP includes the following Contingencies:

A. Construction Contingency	\$440,731
B. Owner's Contingency	\$440,731
C. Escalation Contingency	EXCLUDED
D. Design/Estimating Contingency	EXCLUDED

- A. The **Construction Contingency** shall be available for the exclusive use of **CROSSLAND** with approval by the Owner to provide funds to address items such as, by way of example: (1) estimating, coordination and/or procurement errors and/or omissions, (2) overtime and other costs of accelerating and/or recovering for time lost related to the Work (which are not otherwise the basis of entitlement to a Change Order), (3) interfacing omissions between and from the various categories of work, (4) additional costs incurred due to the withdrawal or disqualification of a subcontractor bid forming the basis for the GMP prior to execution of a written subcontract, (5) cost increases due to unanticipated local labor conditions, selective overtime, or the

like. **Construction Contingency** is **NOT** intended to provide for costs associated with Owner initiated changes, design changes, design intent, unknown, unforeseen, concealed, or unrevealed physical conditions, force majeure events (ie. escalation) or other items for which **CROSSLAND** may be entitled to a Change Order in accordance with the Agreement. The **Construction Contingency** shall be increased by any savings as a result of the buyout process.

- B. **Owner Contingency** has been included in the GMP Proposal to address issues such as enlarging the size of the project, level of service of the components, modifications or acceleration of project schedule, additional quality to project components not currently reflected in the Drawings or Specifications and material and/or equipment cost escalation. The **Owner Contingency** shall be available for the exclusive use for the City of Justin.

3

Clarifications, Assumptions and Exclusions

General Clarifications

1. The only price guarantee within this GMP is that of the proposed Total GMP amount. There are no individual line item guarantees within the GMP. Individual line-item savings (i.e. Buyout Savings) within the GMP shall be reallocated to the Construction Contingency for **CROSSLAND's** use throughout the Construction Phase of the project.
2. GMP **excludes** Sales Tax on materials incorporated into the real property in accordance with the Agreement.
3. GMP includes the **Construction Manager's Fee** at a rate of 2.00%.
4. Public Agency reviews or approvals and associated fees are **excluded** from the GMP.
5. 3rd party and agency testing and inspection services are **excluded** from the GMP.
6. Any rates, multipliers, etc...included in the GMP shall be billed as a fixed sum and shall be auditable for proper allocation but not composition.
7. The Notice to Proceed ("NTP") for commencement of construction shall not be effective until all of the following conditions have been met:
 - a) Execution of the GMP Amendment
 - b) Proof of Insurance
 - c) Payment and Performance Bonds have been properly recorded
 - d) Issuance of required Permits
 - e) Issuance of "For Construction" Documents
 - f) Signed NOI for a TCEQ Permit

Package Specific Clarifications, Qualifications, Assumptions & Exclusions

The following definition represents the basis of our estimate and serves as the Proposal for the project. The estimated costs were developed based upon the project documents listed in the appendices and schedule data described elsewhere in this report, and the assumptions, clarifications and design criteria presented under this section. The following clarifications, qualifications, assumptions, and exclusions represent the basis of our Proposal.

01A – General Requirements

1. GMP **excludes** Construction Materials Testing
2. GMP **excludes** Cost and/or Resource Loading of the Construction Schedule
3. In establishing the price for the Proposal, **CROSSLAND** understands that reasonable substitutions may be made to specified materials except where otherwise noted. Substitution Requests shall be submitted and approved in accordance with the Contract Documents.

02A – Demolition

1. N/A

31A – Earthwork

1. GMP includes approximately 5,300 cubic yards of common fill import.
2. GMP includes rough grading of building pad to allow for the slab on void forms.
3. GMP includes 24" select fill cap over 8' of moisture conditioned soil at the Generator and Dumpster Pads.
4. GMP includes 6" of lime stabilization at 8% at the 6" paving.
5. GMP includes 8" of lime stabilization at 8% at the 7" paving.
6. GMP **excludes** handling or removal of any trash, hazardous, contaminated, or unsuitable debris. It is assumed that all onsite materials will be suitable for embankment.

31B – Erosion Control

1. No Comments.

31C – Termite Treatment

1. No Comments.

32A – Landscaping & Irrigation

1. GMP **excludes** importing Topsoil
2. GMP **excludes** landscape maintenance after final acceptance.

32E – Pavement Markings

1. No Comments.

33A – Site Utilities

1. No Comments.

33B – Franchise Utilities

1. GMP includes an **Allowance of \$150,000** for the Franchise Gas and Electric service.

03A – Cast-In-Place Concrete

1. GMP **excludes** any temporary casing of drilled piers.
2. GMP includes piers and casing at a depth of 24' plus penetration depth as provided on S-301 Detail 1.
3. GMP includes MVRA900 moisture mitigation admixture on all slabs per Specification 030510 – Concrete Moisture Vapor Reduction Admixture.

04A – Masonry

1. No Comments.

05A – Structural & Miscellaneous Steel

1. No Comments.

06A – Woods and Plastics

1. GMP includes as melamine on MDP interiors and Stain Grade Veneer Exteriors
2. GMP **excludes** AWI certification but will meet or exceed all AWI standards.
3. GMP includes WP-1 and WP-2 as stain grade wood wall paneling per details 6&7/A6.5.

06B – Heavy Timber

1. GMP includes Southern Yellow Pine Lumber with one coat of oil-based semi-transparent stain.

07A – Roofing

1. GMP includes the Modified Roofing system at R-39 fully tapered iso to achieve the ¼" per foot slope. Modified system includes a ½" coverboard in low rise adhesive and 60mil TPO membrane that is fully adhered.
2. GMP includes the Standing Seam Metal Roofing system as R-39 mechanically fastened with underlayment and 16" Berridge Double Zee Lock 24-gauge panels in manufacturers standard colors.

07B – Waterproofing

1. No Comments.

07C – Spray Insulation

1. No Comments.

07D – Metal Panels

1. No Comments.

07F – Fiber Cement Paneling

1. No Comments.

08A – Doors & Hardware

1. GMP **excludes** Wood Solid Core (WSC) Door Frames.
2. GMP includes opening 108 and all barn doors as flush.
3. Max single leaf width is 52". GMP includes opening 140 as 52" in lieu of 60".
4. GMP includes Openings 106B, 106C, 110, & 134 are quoted as FEMA-361ICC 500 Ceko StormPro.

08B – Glass & Glazing

1. GMP includes StormDefend™ TTH600 Thermally Broken Storm Shelter Windows.
2. GMP includes StormDefend™ TTH350 Wind/Impact and Bullet Resistant Storm Shelter Doors.

08C – Overhead Doors

1. No Comments.

09A – Drywall & Acoustical

1. GMP **excludes** detail 2/A6.7, cannot locate where applicable on A1.3.

09B – Flooring & Tile

1. No Comments.

09D – Painting

1. No Comments.

09R – Resinous Flooring

1. No Comments.

10A – Miscellaneous Specialties

1. No Comments.

10B – Signage

1. No Comments.

10C – Prefabricated Canopies

1. No Comments.

10L – Lockers

1. No Comments.

11A – Equipment

1. No Comments.

12A – Window Treatments

1. No Comments.

12B – Furnishings

1. GMP includes an Allowance of \$85,000 for the Furnishings.

12C – Fitness Equipment

1. GMP includes an Allowance of \$15,000 for the Fitness Equipment.

13A – Fuel Station

2. GMP includes an Allowance of \$200,000 for the Fuel Station.

21A – Fire Protection

1. No Comments.

22A – Plumbing

1. No Comments.

23A – HVAC

1. GMP includes NEBB test and balancing.
2. GMP includes the BAS/EMS system.

26A – Electrical

1. GMP includes primary conduit as per note 6 on Electrical Site Plan E1.0.
2. GMP excludes the CoServ Junction Box and boring of FM 407 as per note 15 on Electrical Site Plan E1.0.
3. GMP includes 275kw Diesel Emergency General with UL2085 Base Tank.
4. GMP excludes filling of Diesel tank at final completion.
5. GMP includes lightening projection.

27A – Communication Cabling

1. No Comments.

27A – Communication Equipment

1. GMP includes an Allowance of \$75,000 for the Communication Equipment.

27B – Audio-Visual

1. GMP includes an Allowance of \$100,000 for the Audio-Visual System

28A – Fire Alarm

1. No Comments.

28B – Security

1. GMP includes an Allowance of \$75,000 for the Security System

28C – Access Controls

1. GMP includes an Allowance of \$100,000 for the Access Controls

28D – Dispatch Alerting System

1. GMP includes an Allowance of \$150,000 for the Dispatch Alerting System.

28E – Emergency Radio Communication System

1. GMP **excludes** an Emergency Responder Radio system.

Allowances

The following Allowances are included in GMP in accordance with the Contract Documents. These Allowances are intended to provide for all direct and indirect construction costs associated with each of these items.

Upon final determination of the actual cost, the GMP Allowance shall be revised by replacing the Allowance amount with the actual cost of the item or scope. In the event the actual cost is less than the specified Allowance, the cost savings shall be reallocated to the Construction Contingency. In the event the actual cost exceeds that of the Allowance, such overrun shall be funded using the Contingency.

Lump Sum Allowances

1. Franchise Utilities (Gas & Electric).....	\$150,000
2. Furnishings.....	\$85,000
3. Fitness Room Equipment.....	\$15,000
4. Communications Equipment.....	\$75,000
5. Fuel Station.....	\$200,000
6. Audio / Visual.....	\$100,000
7. Security.....	\$75,000
8. Access Control.....	\$100,000
9. Dispatch Alerting System.....	\$150,000

Unit Prices

The following Unit Prices represent the direct cost only:

Haul-off Excess	ADD	\$25.00/CY
Import Topsoil	ADD	\$36.00/CY
Rock Excavation	ADD	\$8.00/CY
Light Pole Bases	ADD	\$2,500.00/EA
Pipe Bollards	ADD	\$1,250.00/EA
Sod, Bermuda	ADD	\$0.75/SF
Hydromulch, Bermuda	ADD	\$0.50/SF
Temporary Irrigation	ADD	\$1.25/SF
18" Drilled Straight Shaft Pier	ADD \$75.00/LF	DEDUCT (\$10/LF)
24" Drilled Straight Shaft Pier	ADD \$85.00/LF	DEDUCT (\$17/LF)
30" Drilled Straight Shaft Pier	ADD \$130.00/LF	DEDUCT (\$27.00/LF)
18" Temporary Casing	ADD	\$75.00/LF
24" Temporary Casing	ADD	\$85.00/LF
30" Temporary Casing	ADD	\$95.00/LF

Justin FS 2 - IFC Set (03/11/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G0.0	COVER SHEET	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
G0.1	ARCHITECTURAL SYMBOLS, ABBREVIATIONS & GENERAL NOTES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
G1.2	CODE COMPLIANCE PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
G1.3	ICC 500-2014 TORNADO SHELTER PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
G2.0	MOUNTING HEIGHTS AND STANDARD DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
G2.1	MOUNTING HEIGHTS AND STANDARD DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
Architectural					
A0.0	ARCHITECTURAL SITE PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A0.1	ARCHITECTURAL SITE DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A1.0	FIRST FLOOR & MEZZANINE PLANS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A1.1	DIMENSION FIRST FLOOR & MEZZANINE PLANS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A1.2	ROOF PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A1.3	REFLECTED CEILING PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A1.4	FINISH SCHEDULE	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A1.5	FINISH PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A1.7	FURNITURE PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A1.8	SIGNAGE PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A2.0	EXTERIOR ELEVATIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A2.1	EXTERIOR AXONOMETRICS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A3.0	BUILDING SECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A3.1	BUILDING SECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A3.2	WALL SECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A3.3	WALL SECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A3.4	WALL SECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A3.5	WALL SECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A3.6	WALL SECTION DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A3.7	ENLARGED STAIR PLANS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A4.0	ENLARGED PLANS AND INTERIOR ELEVATIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A4.1	ENLARGED PLANS AND INTERIOR ELEVATIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A4.2	ENLARGED PLANS AND INTERIOR ELEVATIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A4.3	ENLARGED PLANS AND INTERIOR ELEVATIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A4.4	ENLARGED PLANS AND INTERIOR ELEVATIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A4.5	ENLARGED PLANS AND INTERIOR ELEVATIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)



Crossland Construction Company, Inc.

Printed on Mon Mar 31, 2025 at 02:15 pm CDT

Job #: 25TX05SSHA Denton County ESD Fire Station
3850 Dale Earnhardt Way
Northlake, Texas 76262

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A4.6	ENVIRONMENTAL GRAPHIC ELEVATIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A4.7	PLAN DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A4.8	PLAN DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A5.0	DOOR SCHEDULE & DOOR DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A5.1	WINDOW TYPES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A5.2	WINDOW DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A5.3	DOOR DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A5.4	DOOR DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A6.0	INTERIOR PARTITION TYPES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A6.1	WALL TYPES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A6.2	ROOF DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A6.3	ROOF DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A6.5	INTERIOR DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A6.6	CASEWORK DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A6.7	CEILING DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A6.10	SIGNAGE TYPES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
A6.11	CAST STONE AND EXTERIOR SIGNAGE DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
Structural					
S1.01	STRUCTURAL NOTES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S1.02	STRUCTURAL NOTES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S1.03	SPECIAL INSPECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S1.04	SPECIAL INSPECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S1.05	STORM SHELTER NOTES AND INSPECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S2.01	FOUNDATION PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S2.02	MEZZANINE & LOW ROOF FRAMING PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S2.03	HIGH ROOF FRAMING PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S2.10	SITE PLANS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S3.01	TYPICAL CONCRETE DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S3.02	TYPICAL CONCRETE DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S3.03	TYPICAL CONCRETE DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S3.04	TYPICAL CONCRETE DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S3.05	CONCRETE DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S4.01	TYPICAL MASONRY SECTIONS & DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S4.02	TYPICAL MASONRY SECTIONS & DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S5.01	TYPICAL STEEL DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S5.02	TYPICAL STEEL DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S5.03	TYPICAL STEEL DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S5.04	TYPICAL STEEL DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)



Crossland Construction Company, Inc.

Printed on Mon Mar 31, 2025 at 02:15 pm CDT

Job #: 25TX05SSHA Denton County ESD Fire Station
3850 Dale Earnhardt Way
Northlake, Texas 76262

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S5.05	TYPICAL STEEL DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S5.06	STEEL DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S5.10	BRACE ELEVATIONS & TYPICAL DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S6.01	STORM SHELTER PLANS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S6.02	STORM SHELTER TYPICAL DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S6.03	STORM SHELTER TYPICAL DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S6.04	STORM SHELTER FOUNDATION DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S6.05	STORM SHELTER FRAMING DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S6.06	STORM SHELTER FRAMING DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S6.10	STORM SHELTER BRACE ELEVATION	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S6.20	STORM SHELTER WALL ELEVATIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S7.01	WOOD TRUSS ELEVATIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
S7.02	TRUSS SECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
Civil					
C0.01	GENERAL NOTES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C1.00	OVERALL EXISTING CONDITIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C1.01	EXISTING CONDITIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C2.00	DEMOLITION PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C3.00	ENGINEERING SITE PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C4.00	DIMENSION CONTROL PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C5.00	FIRE PROTECTION PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C6.00	PAVING PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C6.01	PAVEMENT JOINTING PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C7.00	GRADING PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C8.00	PRE-DEVELOPED DRAINAGE AREA MAP	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C9.00	POST-DEVELOPED DRAINAGE AREA MAP	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C09.01	POST-DEVELOPED DRAINAGE AREA MAP	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C10.00	OVERALL UTILITY PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C11.00	DRAINAGE PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C11.01	DRAINAGE PROFILE	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C12.00	WATER PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C13.00	SEWER PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C13.01	SEWER PROFILE	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C14.00	EROSION CONTROL PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C14.01	EROSION CONTROL DETAIL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C15.00	CIVIL DETAILS - PAVING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C15.01	CIVIL DETAILS - PAVING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C15.02	CIVIL DETAILS - WATER	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)



Crossland Construction Company, Inc.

Printed on Mon Mar 31, 2025 at 02:15 pm CDT

Job #: 25TX05SSHA Denton County ESD Fire Station
3850 Dale Earnhardt Way
Northlake, Texas 76262

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C15.03	CIVIL DETAILS - SEWER	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C15.04	CIVIL DETAILS - STORM	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
C15.05	CIVIL DETAILS - STORM	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
Landscape					
L0.00	GENERAL NOTES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
L5.01	LANDSCAPE PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
L5.02	LANDSCAPE DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
L7.01	IRRIGATION PLAN	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
L7.02	IRRIGATION SPECIFICATIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
L7.03	IRRIGATION DETAILS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
Electrical					
E0.0	LEGEND AND GENERAL NOTES - ELECTRICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E0.1	LEGEND AND GENERAL NOTES - ELECTRICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E0.2	POWER TO MECHANICAL & LIGHT FIXTURE SCHEDULES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E0.3	ONE-LINE DIAGRAM AND ELECTRICAL SCHEDULES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E0.4	ELECTRICAL SCHEDULES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E1.0	SITE PLAN - ELECTRICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E2.1	LIGHTING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E3.1	FIRST FLOOR AND MEZZANINE PLAN - POWER	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E4.1	FIRST FLOOR PLAN - SYSTEMS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E5.1	FIRST FLOOR AND MEZZANINE PLAN - POWER	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E5.2	ROOF PLAN -POWER TO MECHANICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E6.1	ENLARGED PLANS AND ELEVATIONS - ELECTRICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E7.1	DETAILS - ELECTRICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E7.2	DETAILS - ELECTRICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E7.3	DETAILS - ELECTRICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E8.1	FIRST FLOOR AND MEZZANINE PLAN - LOW	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
E8.2	FIRST FLOOR PLAN -ALERT SYSTEM	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
Plumbing					
P0.0	LEGEND AND GENERAL NOTES - PLUMBING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P0.1	PLUMBING SCHEDULES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P0.2	PLUMBING SCHEDULES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P0.3	PLUMBING SCHEDULES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P1.0	SITE PLAN - PLUMBING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P2.0	UNDERFLOOR PLAN - PLUMBING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P2.1	FIRST FLOOR AND MEZZANINE PLAN - SANITARY / VENT	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P2.2	ROOF PLAN - PLUMBING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P3.1	FIRST FLOOR AND MEZZANINE PLAN -	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P4.1	DETAILS - PLUMBING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P4.2	DETAILS - PLUMBING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P4.3	DETAILS - PLUMBING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P4.4	DETAILS - PLUMBING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P5.1	RISERS - PLUMBING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P5.2	RISERS - PLUMBING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P5.3	RISERS - PLUMBING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P6.1	PLUMBING SECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P6.2	PLUMBING SECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P6.3	PLUMBING SECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
P6.4	PLUMBING SECTIONS	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
Fire Protection					
FP2.1	FIRST FLOOR PLAN -FIRE PROTECTION	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
Mechanical					
M0.0	LEGEND AND GENERAL NOTES - MECHANICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M0.1	MECHANICAL SCHEDULES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M0.2	MECHANICAL SCHEDULES	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M2.1	FIRST FLOOR PLAN AND MEZZANINE - DUCTWORK	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M2.2	ROOF PLAN - DUCTWORK	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M3.1	FIRST FLOOR AND MEZZANINE PLAN - HVAC	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M3.2	ROOF PLAN -HVAC PIPING	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M4.1	DETAILS - MECHANICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M4.2	DETAILS - MECHANICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M5.1	AXONOMETRIC DUCT	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M5.2	SECTIONS PLANS - MECHANICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M6.1	KITCHEN HOOD DRAWINGS - MECHANICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)
M6.2	KITCHEN HOOD DRAWINGS - MECHANICAL	0	03/11/2025	03/11/2025	Justin FS 2 - IFC Set (03/11/25)



Crossland Construction Company, Inc.

Justin FS 2 - Addendum 1 (03/24/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G0.0	COVER SHEET	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
Architectural					
A1.0	FIRST FLOOR & MEZZANINE PLANS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A1.1	DIMENSION FIRST FLOOR & MEZZANINE PLANS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A1.2	ROOF PLAN	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A1.3	REFLECTED CEILING PLAN	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A1.4	FINISH SCHEDULE	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A2.0	EXTERIOR ELEVATIONS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A3.2	WALL SECTIONS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A3.3	WALL SECTIONS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A3.4	WALL SECTIONS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A3.7	ENLARGED STAIR PLANS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A4.0	ENLARGED PLANS AND INTERIOR ELEVATIONS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A4.3	ENLARGED PLANS AND INTERIOR ELEVATIONS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A4.7	PLAN DETAILS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A6.2	ROOF DETAILS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
A6.4	ROOF DETAILS	0	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
Structural					
S1.01	STRUCTURAL NOTES	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
S2.01	FOUNDATION PLAN	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
S2.02	MEZZANINE & LOW ROOF FRAMING PLAN	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
S2.10	SITE PLANS	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
Civil					
C11.00	DRAINAGE PLAN	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
C12.00	WATER PLAN	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
Landscape					
L5.01	LANDSCAPE PLAN	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
Electrical					
E0.3	ONE-LINE DIAGRAM AND ELECTRICAL SCHEDULES	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
E1.0	SITE PLAN - ELECTRICAL	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
E1.1	SITE PLAN - PHOTOMETRIC	0	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
E2.1	LIGHTING	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
E3.1	FIRST FLOOR AND MEZZANINE PLAN - POWER	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Mechanical					
M0.1	MECHANICAL SCHEDULES	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)
M2.1	FIRST FLOOR PLAN AND MEZZANINE - DUCTWORK	1	03/24/2025	03/24/2025	Justin FS 2 - Addendum 1 (03/24/25)

Justin FS 2 - IFC - Specifications Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 31 32	Geotechnical Data	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
000110	Table of Contents	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
01 - General Requirements					
01 21 00	Allowances	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
01 26 00	Contract Modification Procedures	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
01 29 00	Payment Procedures	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
01 31 00	Project Management and Coordination	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
01 33 00	Submittal Procedures	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
01 50 00	Temporary Facilities and Controls	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
01 74 19	Construction Waste Management and Disposal	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
01 78 23	Operation and Maintenance Data	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
01 79 00	Demonstration and Training	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
011000	SUMMARY	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
012500	SUBSTITUTION PROCEDURES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
013200	CONSTRUCTION PROGRESS DOCUMENTATION	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
013301	BIM AND ELECTRONIC DOCUMENTS TRANSFER TERMS AND CONDITIONS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
014000	QUALITY REQUIREMENTS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
014200	REFERENCES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
014339	MOCKUPS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
016000	PRODUCT REQUIREMENTS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
017300	EXECUTION	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
017700	CLOSEOUT PROCEDURES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
017839	PROJECT RECORD DOCUMENTS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
03 - Concrete					
03 30 00	Cast-In-Place Concrete	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
030510	CONCRETE MOISTURE VAPOR REDUCTION ADMIXTURE	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
04 - Masonry					
042000	UNIT MASONRY	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
044313	Stone Masonry Veneer	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
05 - Metals					
05 50 00	Metal Fabrications	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
051200	Structural Steel	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications



Crossland Construction Company, Inc.

Printed on Mon Mar 31, 2025 at 03:36 pm CDT

Job #: 25TX05SSHA Denton County ESD Fire Station
3850 Dale Earnhardt Way
Northlake, Texas 76262

Number	Description	Revision	Issued Date	Received Date	Set
052100	Steel Joists & Girders	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
053100	Steel Deck	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
054000	COLD-FORMED METAL FRAMING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
054400	Cold-Formed Metal Trusses	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
055113	METAL PAN STAIRS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
055133	Metal Ladders	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
06 - Wood, Plastics, and Composites					
06 61 16	SOLID SURFACING FABRICATIONS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
061000	ROUGH CARPENTRY	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
061600	SHEATHING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
064113	WOOD VENEER FACED ARCHITECTURAL CABINETS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
064116	PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
066400	PLASTIC PANELING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
07 - Thermal and Moisture Protection					
07 24 23	Direct-Applied Finish Systems	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
07 27 26	FLUID-APPLIED MEMBRANE AIR BARRIERS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
071113	BITUMINOUS DAMP PROOFING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
071900	WATER REPELLENTS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
072100	THERMAL INSULATION	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
072119	FOAMED IN PLACE INSULATION	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
074113	Metal Roof Panels	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
074646	FIBER CEMENT SIDING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
075423	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
076200	SHEET METAL FLASHING AND TRIM	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
077100	ROOF SPECIALTIES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
077200	ROOF ACCESSORIES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
078413	PENETRATION FIRESTOPPING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
078443	JOINT FIRESTOPPING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
079200	JOINT SEALANTS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
08 - Openings					
08 3326	OVERHEAD COILING GRILLES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
08 3613	OVERHEAD SECTIONAL DOORS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
081113	HOLLOW METAL DOORS AND FRAMES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
081116	Aluminum Doors and Frames	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
083113	ACCESS DOORS AND FRAMES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
083626	FOUR FOLD DOORS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications

Number	Description	Revision	Issued Date	Received Date	Set
085653	WIND AND IMPACT SECURITY WINDOWS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
087100	DOOR HARDWARE	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
088000	GLAZING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
088300	MIRRORS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
09 - Finishes					
09 54 00	INTEGRATED CEILING ASSEMBLIES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
090561	Common Work Results for Flooring Preparation	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
092216	NON-STRUCTURAL METAL FRAMING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
092900	GYP SUM BOARD	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
093013	CERAMIC TILING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
095113	ACOUSTICAL PANEL CEILINGS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
096513	RESILIENT BASE AND ACCESSORIES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
096519	RESILIENT TILE FLOORING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
096536	STATIC CONTROL RESILIENT FLOORING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
096566	RESILIENT ATHLETIC FLOORING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
096723	RESINOUS FLOORING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
097200	WALL COVERINGS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
099113	EXTERIOR PAINTING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
099123	INTERIOR PAINTING	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
099600	HIGH-PERFORMANCE COATINGS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
10 - Specialties					
10 44 53	FLAMMABLE LIQUIDS STORAGE CABINET	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
10 44 63	FIREMAN'S KEY KEEPER	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
10 56 36	PROTECTIVE GEAR AND EQUIPMENT STORAGE SYSTEMS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
10 7316	CANOPIES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
101116	MARKERBOARDS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
101200	DISPLAY CASES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
101400	SIGNAGE	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
101416	PLAQUES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
101419	DIMENSIONAL LETTER SIGNAGE	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
102113	Toilet Compartments	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
102600	WALL AND DOOR PROTECTION	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
104413	FIRE EXTINGUISHER CABINETS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
104416	FIRE EXTINGUISHERS	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
11 - Equipment					
113013	RESIDENTIAL APPLIANCES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications



Crossland Construction Company, Inc.

Printed on Mon Mar 31, 2025 at 03:36 pm CDT

Job #: 25TX05SSHA Denton County ESD Fire Station
3850 Dale Earnhardt Way
Northlake, Texas 76262

Number	Description	Revision	Issued Date	Received Date	Set
12 - Furnishings					
122413	ROLLER WINDOW SHADES	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
123616	Metal Countertops	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
123661	Simulated Stone Countertops	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
21 - Fire Suppression					
210010	Fire Suppression Submittal Process	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
210500	Common Work Results for Fire Suppression	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
210553	Identification for Fire Suppression Piping and Equipment	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
211000	Fire Protection Systems	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
22 - Plumbing					
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
220010	Plumbing Submittal Process	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
220500	Common Work Results for Plumbing	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
220516	Expansion Fittings and Loops for Plumbing Fittings	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
220519	Meters and Gages for Plumbing Piping	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
220523	General-Duty Valves for Plumbing Piping	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
220700	Plumbing Insulation	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
221100	Facility Water Distribution	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
221300	Facility Sanitary Sewerage	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
221400	Facility Storm Drainage	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
223111	Water Softeners	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
223436	Commercial Gas Domestic Water Heater	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
223437	Commercial Electric Domestic Water Heater	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
224200	Commercial Plumbing Fixtures	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
230010	Mechanical Submittal Process	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
230500	Common Work Results For HVAC	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
230529	Hangers and Supports for HVAC Piping and Equipment	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
230553	Identification for HVAC Piping and Equipment	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
230593	Testing-Adjusting- Balancing For HVAC	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
230700	HVAC Insulation	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
230850	Building Envelope Testing	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
230900	Instrumentation and Control	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
230993	Sequence of Operations for HVAC Equipment	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
231123	Facility Natural-Gas Piping	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
231300	Fuel Storage and Dispensing System	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
232300	Refrigerant Piping	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications

Number	Description	Revision	Issued Date	Received Date	Set
233113	Air Distribution	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
233423	HVAC Power Ventilators	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
233610	Air Terminal Units	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
233713	Diffusers, Registers and Grilles	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
233813	Commercial-Kitchen Hoods	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
235000	Heat Generation Equipment	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
237400	Packaged Outdoor HVAC Systems	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
237600	Dx Split Systems	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
238239	Unit Heaters	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
26 - Electrical					
26 05 26	Grounding and Bonding for Electrical Systems	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
26 05 29	Hangers and Supports for Electrical Systems	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
26 05 33	Raceways and Boxes for Electrical Systems	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
26 05 43	Underground Ducts and Raceways for Electrical Systems	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
26 09 23	Lighting Control Devices	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
26 24 16	Panelboards	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
26 27 26	Wiring Devices	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
26 28 13	Fuses	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
26 28 16	Enclosed Switches and Circuit Breakers	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
26 36 00	Transfer Switches	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
260010	Electrical Submittal Process	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
260500	Common Work Results for Electrical Systems	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
260503	Fire Stopping	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
260505	Site Electrical	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
260519	Low Voltage Electrical Power Conductors and Cables	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
260553	Identifications for Electrical Systems	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
260574	Overcurrent Protective Device Arc-Flash Study	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
260593	Electrical Testing	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
260620	Disconnect Switches	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
260943	Network Lighting Controls - Low-Voltage	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
262200	Low-Voltage Transformers	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
262413	Switchboards	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
262422	Motor Starters	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
262716	Electrical Cabinets and Enclosures	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
263213	Engine Generators - Diesel	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
264113	Lightning Protection for Structures	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
264313	Surge Protection Devices	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications

Number	Description	Revision	Issued Date	Received Date	Set
265119	Led Interior Lighting	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
265564	Telephone Data Raceway	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
28 - Electronic Safety and Security					
283110	Digital, Addressable Fire-Alarm System	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
31 - Earthwork					
31 63 29	Drilled Piers	1	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
311000	a. Site Preparation and Demolition	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
312200	b. Earthwork	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
312333	c. Trench Excavation	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
312334	d. Trench Backfill	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
312335	e. Trench Safety System	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
312500	f. Erosion Control	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
32 - Exterior Improvements					
321313	g. Concrete Paving Specs	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
321723	h. Pavement Markings	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
328400	c. Planting Irrigation	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
329115	d. Soil Preparation	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
329200	a. Turf and Grasses	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
329300	b. Plants	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
33 - Site Utilities					
33.0860	Commissioning of Hydronic and Steam Energy Utilities	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
331000	i. Water Utilities	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
333000	j. Sanitary Sewerage Utilities	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications
334000	k. Storm Drainage Utilities	0	03/11/25	03/11/25	Justin FS 2 - IFC - Specifications

Justin FS 2 - Addendum 1 - Specifications Specifications

Number	Description	Revision	Issued Date	Received Date	Set
04 - Masonry					
04 72 00	Cast Stone Masonry	1	03/24/25	03/24/25	Justin FS 2 - Addendum 1 - Specifications
042000	UNIT MASONRY	1	03/24/25	03/24/25	Justin FS 2 - Addendum 1 - Specifications
044313	Stone Masonry Veneer	1	03/24/25	03/24/25	Justin FS 2 - Addendum 1 - Specifications
06 - Wood, Plastics, and Composites					
061800	Glued-Laminated Construction	0	03/24/25	03/24/25	Justin FS 2 - Addendum 1 - Specifications
08 - Openings					
081416	Flush Wood Doors	0	03/24/25	03/24/25	Justin FS 2 - Addendum 1 - Specifications
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
231300	Fuel Storage and Dispensing System	1	03/24/25	03/24/25	Justin FS 2 - Addendum 1 - Specifications



City Council Coversheet
April 10, 2025
415 N. COLLEGE AVE.

Agenda Item: 1. (ACTION ITEM(S))

Title: Consider approving Resolution 747-25, authorizing the City Manager to execute a Professional Auditing Service Agreement for Fiscal Year 2023-2024; and take appropriate action.

Department: Administration

Contact: Abbey Reece

Recommendation:

Approve the resolution as presented.

Background:

Staff have received three bids for external professional auditing services.

Brookswatson & Co, PLLC

\$49,625

City Clients: Northlake, Azle, Sachse, Hutto, and Denison

Patillo, Brown & Hill

\$59,600

City Clients: Gainesville, Highland Village, Melissa, Granbury, Brownwood, and Weatherford.

Clifton Larson Allen, LLP

\$52,500

City Clients: Georgetown, Joshua, Garden Ridge, and Seguin.

The City has utilized CLA for auditing services since 2016, and one of the biggest challenges moving forward is that their fieldwork is completed 100% remotely. We would like a more active/engaged approach when it comes to field work. We also believe this will help expedite the '24 audit process. Our consultants at ZacTax have worked with Patillo, Brown & Hill and are confident that they can meet our timeline.

City Attorney Review: N/A

Attachments:

1. Res 747-25 Audit Services
2. City of Justin Audit Proposal
3. City of Justin Audit Services Proposal
4. Statement of Work - Audit Services (2)

RESOLUTION NO. 747-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR PROFESSIONAL AUDITING SERVICES FOR FISCAL YEAR 2023-2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin recognizes the need for a thorough and expedited auditing process for Fiscal Year 2023-2024; and

WHEREAS, the City has received three quotes for external auditing services; and

WHEREAS, staff is recommending that council give the City Manager authority to enter into a contract with Patillo, Brown & Hill; and

WHEREAS, the City Council finds that executing this agreement will benefit the organization in achieving our financial requirements;

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

SECTION 1. That the City Council hereby approves a contract for external auditing services.

SECTION 2. That the City Manager is authorized to execute the contract with Patillo, Brown & Hill, including any necessary documents related thereto, on behalf of the City of Justin.

SECTION 3. The City Manager is further authorized to take all necessary actions and execute any documents required to implement the intent of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin, Texas, on the 10th day of April 2025.

APPROVED:

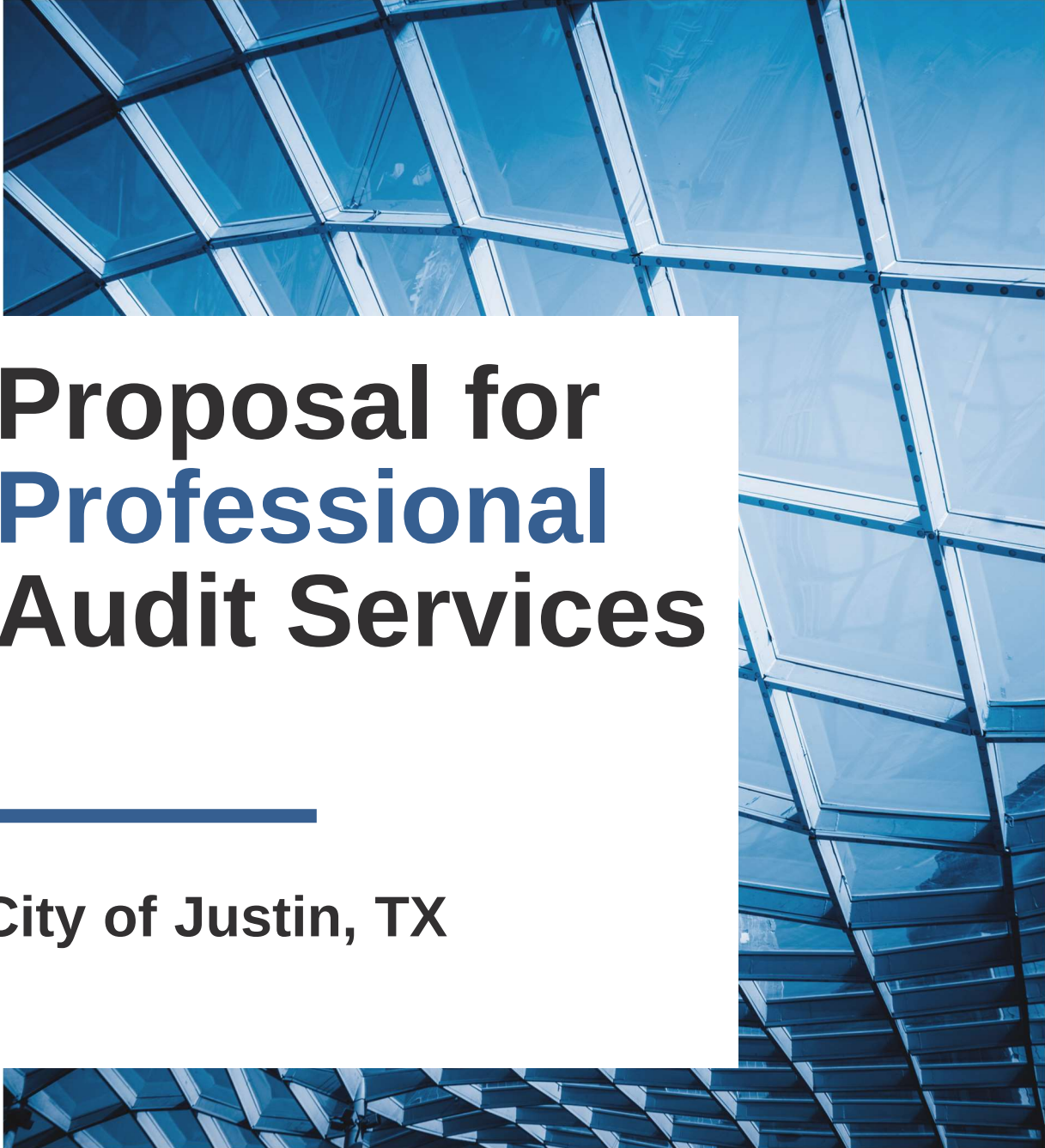
James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



Proposal for Professional Audit Services

City of Justin, TX

Address

Houston Office:
14950 Heathrow Forest Pkwy
Ste 530 | Houston, Texas 77032

Fort Worth Office:
777 Main St., Suite 600
Fort Worth, Texas 76102

Tel.

281.907.8788 main
281.907.9188 direct

Email / Web

LBreedlove@BrooksWatsonCPA.com
www.BrooksWatsonCPA.com

(This page intentionally left blank.)

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES FOR THE CITY OF JUSTIN, TEXAS

BrooksWatson & Co., PLLC

Houston Office

14950 Heathrow Forest Parkway, Ste 530
Houston, TX 77032

Fort Worth Office

777 Main Street, Ste 600
Fort Worth, Texas 76102

281.907.8788 main | 281.907.9188 direct
LBreedlove@BrooksWatsonCPA.com
www.BrooksWatsonCPA.com

(This page intentionally left blank.)

Table of Contents

LETTER OF TRANSMITTAL	07
STATEMENT OF INDEPENDENCE	09
LICENSE TO PRACTICE	10
FIRM QUALIFICATIONS AND EXPERIENCE	11
QUALITY CONTROL AND PEER REVIEW	19
PARTNER AND STAFF BACKGROUND	21
SIMILAR ENGAGEMENTS AND REFERENCES	33
SPECIFIC AUDIT APPROACH	37
AUDIT SEGMENTATION	45
IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS	46
COST PROPOSAL	47

(This page intentionally left blank.)

Letter of Transmittal

City of Justin, Texas
415 N. College Avenue
Justin, TX 76247

Dear City of Justin,

On behalf of Brooks\Watson & Co., PLLC, we are pleased to have the opportunity to submit the following proposal and provide professional auditing services to the City. As you will find, we strive to exceed our clients' expectations at every opportunity and have prepared the following proposal to outline our experience and services to be provided. If selected to be the City's independent auditor for the years noted, we will perform the work stated in the following proposal with those services conforming in all aspects to the requirements stated therein.

Brooks\Watson & Co., PLLC was created with the belief that audit services can be provided in a more efficient and cost effective manner by limiting the firm's staff to include only experienced professionals while leveraging the most recent technology. Our partners have extensive experience auditing governments of all sizes with a particular focus on cities similar to the City of Justin, Texas.

We believe that we are the right choice to be the City's auditor for the following reasons;

- **Timeline** – Our firm focuses solely on performing audits and is not burdened with a tax season, which can often cause delays in the issuance of audit reports. Once we establish a timeframe for your audit, report delivery, and presentation, we honor our commitment. Our firm believes in working the hours necessary to serve our clients and meet the audit schedule as further detailed in this proposal.

- **Experience** - The partners of BrooksWatson & Co., PLLC have performed over 500 audit engagements of approximately 150 different governmental entities, including 75 different cities. We understand the challenges governmental entities face and developed our audit approach around these challenges. Our current clientele includes approximately 65 cities.
- **Quality** - When you engage BrooksWatson & Co., PLLC, you know that experienced professionals are performing every step of the engagement and that you will have easy access to a decision maker within the firm at all times. No interns or recent college graduates will be performing your audit.
- **Customer Service** - Our customer service based audit approach has allowed us to form long lasting relationships with our clients that often extend well beyond the term of our initial engagement. Unlike other firms, we pride ourselves on the ability to provide a personal and unique audit experience unmatched by our peers. The City will have direct access to our highest level of expertise throughout the term of the relationship; before, during, and after the audit is complete.

This proposal is a firm and irrevocable offer ending 60 days subsequent to the date specified for opening the proposals. If you have any questions regarding this proposal, please contact Mike Brooks at MBrooks@BrooksWatsonCPA.com.

Sincerely,

A handwritten signature in black ink that reads "Mike Brooks". The signature is written in a cursive, flowing style.

Mike Brooks, CPA
Audit Partner
BrooksWatson & Co., PLLC
14950 Heathrow Forest Parkway, Ste 530
Houston, TX 77032 | (281) 907-8788

Statement of Independence

The Texas State Board of Public Accountancy Rules of Professional Responsibility sec. 501.11 requires auditors to be independent in fact as well as appearance from each of their clients. BrooksWatson maintains this independence under both Generally Accepted Auditing Standards as well as the U.S. General Accounting Office's Government Auditing Standards and has had no professional relationships with the City of Justin or its agencies within the past five years that would constitute a conflict of interest.

License to Practice

The firm and all assigned key professional staff of BrooksWatson & Co., PLLC are properly licensed to practice in the State of Texas.

About Us

BrooksWatson & Co., PLLC was created with the belief that audit services can be provided efficiently while still being cost effective and maintained on a personal level. It is this conviction that sets us apart from our peers. While serving clients throughout Texas, we have performed audits for numerous governments and have experienced the unique challenges each of our clients face. With an appreciation for these distinct issues, we approach every assignment with an individual view and adapt our methods to meet the specific needs of each of our clients.



When you engage BrooksWatson & Co, PLLC, you can be confident that experienced professionals will perform each step of the audit **process, giving you and your staff direct access to our highest level of expertise. We keep overhead low and quality high by eliminating inexperienced staff and connecting the City directly to our partners.**

BrooksWatson & Co., PLLC is headquartered in Houston, Texas. The City's assigned engagement team will consist of a lead partner, audit manager, senior auditor, experienced audit associate, reporting manager and second partner, who will work both on-site, at the City's location, and at the firm headquarters for the duration of interim and final audit fieldwork. No inexperienced auditors will be utilized on the City's engagement.

We believe in the power of collaboration to drive innovation and deliver exceptional results for our clients. Our team is composed of seasoned professionals with diverse backgrounds and expertise, each bringing a unique perspective to the table. When you partner with us, you're not just getting a service provider; you're gaining a dedicated team of professionals committed to your success.

Recognized as One of the Best Firms to Work For

We take pride in our commitment to fostering a supportive and inclusive work environment, which has been recognized by AccountingToday. In 2024, BrooksWatson & Co. PLLC was once again honored as one of the best firms to work for. This achievement underscores our dedication to employee satisfaction, professional development, and work-life balance.

Why It Matters to You

Partnering with a firm that prioritizes its employees' well-being and professional growth can directly benefit you, our valued client. Here's why:



1. Highly Engaged Team: Our team members are not just skilled professionals; they are deeply engaged and motivated to deliver outstanding results. This translates into proactive problem-solving, innovative ideas, and a genuine commitment to exceeding your expectations.
2. Retention of Top Talent: Being recognized as a great place to work enables us to attract and retain top talent in the industry. You can rest assured knowing that your project will be handled by experienced professionals who are invested in your success for the long term.
3. Culture of Excellence: A positive work environment fosters a culture of excellence, where creativity flourishes, and teamwork thrives. By choosing BrooksWatson & Co., you're not just hiring a service provider; you're joining forces with a team that is passionate about delivering excellence in every aspect of our work. Partnering with BrooksWatson & Co., PLLC means more than just accessing our expertise; it means becoming part of a collaborative and supportive community dedicated to achieving success together.

PUBLIC SECTOR AND GOVERNMENTAL EXPERIENCE

BrooksWatson & Co., PLLC has dedicated professionals knowledgeable in government accounting, audit and financial reporting. With numerous years of experience in the public sector, our auditors possess the knowledge and capability to support your government's auditing and assurance needs. Our support structure, resources and training are devoted to providing governments with accurate, prompt, and efficient audits and financial related services. With an in depth knowledge of single audits, the latest GASB pronouncements, Annual Comprehensive Financial Reports and state and federal regulations we aim to provide each of our clients with the most efficient audit and long-term guidance possible. Our focus lies on exceptional customer service which we accomplish through accessibility, efficiency, quality and knowledge.

Current governmental clientele includes approximately 65 cities, approximately 45 economic development districts, and 30 other governmental entities.

SINGLE AUDIT

All government and non-profit entities that spend more than \$750,000 a year in federal funds are required by the Office of Management and Budget (OMB) to submit to a single audit. Our partners have extensive experience with (OMB) single audit and have performed yellow book and single audits for numerous governments on a variety of federal grant programs.

We will review the City's accounting records and determine the need for a single audit meeting the criteria noted above. As part of our single audit, we will evaluate the City's internal controls over grant compliance and the financial statements. We will develop a risk based audit program and determine if the City is meeting all compliance and financial requirements associated with their federal grants. Once complete, we will assist the City with the submission of their single audit reporting package to the Federal Audit Clearinghouse or other required authoritative body. We will provide the City with a bound single audit report which will include our findings, schedule of expenditures of federal awards, and Auditor's opinion over the OMB Uniform Guidance, Governmental Auditing Standards.

CLIENT ASSISTANCE

We recognize that a well-informed client is a better client. Therefore, our approach is to provide our clients with current accounting news, updates, and training over new pronouncements and relevant financial activities. When new accounting guidance is issued, we will first inform you well in advance of the effective date in order to provide enough time to plan for and accommodate any financial impact. Once adopted, we will work with you to assist in the preparation of any new financial policies and/or related journal entries. In addition we offer monthly CPE to our staff and our clients on relevant accounting topics.

Our firm is highly focused on customer service and make a point to respond to all client emails, phone calls and other inquires in an expedited manner. It would be unusual not to receive a response within the same day of the request being made.

In addition to being regularly available to discuss and address any concerns of the client, upon completion of the audit we ask our clients to complete a survey that enables us to regularly evaluate client satisfaction within various aspects of our service.

In an effort to simplify your efforts in providing PBC items and any other audit requests, we utilize a secure online portal to be used throughout the audit process. This allows us to support our initiative to be paperless, as well as enables all parties involved in the audit process to know what items have been provided and eliminates duplicate requests.

PARTICIPATION IN PROFESSIONAL ORGANIZATIONS

We believe that it is essential to participate in professional organizations to stay abreast of industry trends and changes. Our firm's commitment to the public sector is evidenced through our active participation/memberships in the following professional organizations:

- AICPA -American Institute of Certified Public Accountants
- TSCPA -Texas Society of Certified Public Accountants
- ACFE -Association of Certified Fraud Examiners
- GFOA -Government Finance Officers Association
- TML – Texas Municipal League
- GAQC - Governmental Audit Quality Center

We are members of the GFOA Special Review Committee, encouraging and assisting local governments to go beyond the minimum requirement of generally accepted accounting principles. We are also voluntary members of the Governmental Audit Quality Center (GAQC), a center that serves as a comprehensive resource for member firms and state audit organizations supporting various entities with their governmental audits.

CONTINUING PROFESSIONAL EDUCATION

Brooks\Watson & Co., PLLC is registered and approved to provide continuing professional education by the Texas State Board of Public Accountancy ("TSBPA")*. This approval and monitoring process assures that we adhere to the standards set by the board for providing high-quality continuing professional education for Texas CPA's. Through providing accredited TSBPA courses to both our employees and clients that wish to participate, this lays the foundation for an environment that is ripe for high quality governmental accounting and audits.

We compliment our internal CPE trainings with external trainings offered through Checkpoint Learning by Thomson Reuters, and other supplemental courses, as deemed appropriate. This allows us to provide a robust and well-rounded continuing education curriculum to our professionals.

Each of our professionals are in compliance with the CPE requirements of the AICPA, Texas State Board of Public Accountancy and Generally Accepted Government Auditing Standards (Yellow Book), which requires each professional receives a minimum of 40 hours of continuing education credits annually with at least 24 hours of governmental specific training biennially through the firm's CPE program. In most cases, our professionals continuing education credits covering governmental accounting and auditing exceed the thresholds set by Generally Accepted Government Auditing Standards as we are continually monitoring and focusing our CPE curriculum to fit with those areas we encounter the most.

Our CPE records are open to our clients for review and will be made available upon request.

** This registration does not constitute an endorsement by the Board as to the quality of our CPE program.*

CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

As members of the GFOA (Government Finance Officers Association) Special Review Committee, we assist local governments in going beyond the minimum requirements of generally accepted accounting principles to achieve the Certificate of Achievement for Excellence in Financial Reporting. We understand the importance of this highly regarded award and will go to great lengths to work with the City to achieve this on an annual basis. **The partners at BrooksWatson & Co., PLLC will prepare your ACFR and assist in the preparation of the City's response to all GFOA comments, if any.** The following is a sample of current BrooksWatson audit clients who have recently submitted an ACFR to the Certificate of Achievement Program of the GFOA:

- City of Azle, Texas
- City of Dalworthington Gardens, Texas
- City of La Marque, Texas
- City of Heath, Texas
- City of Taylor, Texas
- City of Sealy, Texas
- City of Gonzales, Texas
- City of Mount Pleasant, Texas
- City of Seagoville, Texas
- City of Lockhart, Texas
- City of Cleveland, Texas
- City of Port Neches, Texas
- City of Denison, Texas
- Town of Trophy Club, Texas
- Town of Northlake, Texas
- City of Orange, Texas
- City of Sachse, Texas
- City of Hutto, Texas

AUDITOR TRANSITION

Transitioning to Brooks\Watson & Co. for your audit services ensures a seamless and straightforward process. Over the years, we have enabled many cities like yours to switch to our process confidently and seamlessly. We proactively manage communication with your previous audit firm and coordinate the review of critical audit procedures.

Our secure online client portal streamlines the exchange of audit-related information. Each team member receives a unique secure login, facilitating efficient access to provided audit items and eliminating duplicate requests. The portal is organized by audit area and account type, simplifying navigation, and promoting efficiency. By utilizing this portal, both parties can maintain clarity on the progress of the audit and expedite the delivery of audit deliverables.

Our Provided By Client (PBC) list and testing selection requests are meticulously formatted and organized, providing you with a sense of structure throughout the audit process. Each request is assigned a reference number corresponding to the portal's structure, reinforcing confidence in the audit's progression. Lastly, our dedicated Brooks\Watson & Co. audit team is always accessible. We prioritize open communication, ensuring that any questions or concerns, whether during or outside the audit process, are promptly addressed. Throughout the audit, we maintain regular communication to keep you informed of pending matters and the status of your audit.

Quality Control and Peer Review

BrooksWatson & Co., PLLC participates in the Texas State Board of Public Accounting's peer review program. Firms can receive a rating of pass; pass with deficiency (ies) or fail. The firm underwent peer review according to the Statement on Quality Control Standards No. 8, A Firm's System of Quality Control, for the year ended November 30, 2021. BrooksWatson & Co., PLLC received the highest rating possible under the program.

System Review Report



Jason F. Clausen, P.C.
Certified Public Accountants

Report on the Firm's System of Quality Control

November 30, 2021

To the Principals of Brooks, Watson & Co., PLLC, and the Peer Review Committee of the Texas Society of CPA's..

We have reviewed the system of quality control for the accounting and auditing practice of Accurso & Associates, P.C. (the firm) in effect for the year ended May 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Brooks, Watson & Co., PLLC, in effect for the year ended May 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Brooks, Watson & Co., PLLC, has received a peer review rating of *pass*.

Jason F. Clausen, P.C.

16650 15 Mile Rd., Fraser, MI 48026 www.jfclausenpc.com

Statement of Reprimand and Disciplinary Action

BrooksWatson & Co., PLLC has never been under terms of a public or private reprimand by the Texas State Board of Public Accountancy, SEC or State Society nor have we been the object of any disciplinary action.

Talented Auditors

Meet the Team

**Michael Brooks CPA**

Audit Partner

Mike began his career at a regional accounting firm that specializes in auditing governmental and not-for-profit entities. Throughout his career, Mike has completed or assisted in the completion of over 300 audits for governmental and non-profit clients. Mike later joined a leading SEC auditing firm where he specialized in public sector clients, small-cap publicly traded companies and other complex accounting issues while leading the firm's public sector practice.

Professional Experience and Milestones

- 20 years of public accounting experience
- Focus of expertise over municipal audits and accounting
- Completed over 100 single audits in accordance with OMB Single Audits and the Uniform Guidance.
- Apart of engagement teams completing over 300 audits of governmental and non-profit clients
- Developed and oversaw the development of the public-sector practice at another public accounting firm prior to establishing BrooksWatson & Co.
- Established BrooksWatson & Co., and its quality controls and standards that have been approved and monitored by the AICPA through the AICPA's peer review process.
- Served as a special reviewer for the GFOA involved with determining Cities' qualifications for the Certificate of Achievement for Excellence in Financial Reporting awards.
- Compiled or reviewed over 100 annual reports for various cities receiving the Certificate of Achievement for Excellence in Financial Reporting award from the GFOA.
- Leads BrooksWatson & Co.'s governmental practice division.

Representative Client Experience

- City of Denison, TX
- City of Orange, TX
- City of Heath, TX
- Liberty County, TX
- Lee County, TX
- City of Giddings, TX
- City of La Marque, TX
- City of Taylor, TX
- City of Dayton, TX
- City Of Willis, TX
- City of Sealy, TX
- City of Vidor, TX
- City of Cleveland, TX
- City of Liberty, TX
- City of Freeport, TX

Educational Background and Certifications

- Certified Public Accountant, State of Texas
- Bachelor of Business Administration, Accounting, Sam Houston State University
- Meets all standards for continuing education by generally accepted government auditing standards and the Texas State Board of Public Accountancy.

Professional Organizations and Affiliations

- Government Finance Officers Association
- GFOA Special Review Committee
- American Institute of CPAs (AICPA)
- Texas State Board of Public Accountancy (TSBPA)

Recent Accredited CPE Presentations

- "How to Use Accounting Research Manager IT Software Effectively" (*August 2018*)
- "Auditor Communication and Interaction with Audit Clients" (*September 2018*)
- "How to Properly Review a City CAFR" (*April 2019*)
- "Formal Audit Communications with Clients" (*May 2019*)
- How to conduct Single Audits in accordance with the Uniform Guidance (Oct 2022)
- Budgeting in the Governmental Sector (Oct 2023)
- GASB 87 -A deep dive into th new accounting standard over leases.
- GASB 96 -A deep dive into th new accounting standard over subscription based technology arrangements..



Jonathan (Jon) Watson CPA

Audit Partner

Jon is a licensed certified public accountant with over 15 years of experience in public accounting. Jon began his career at a local accounting firm based out of Houston, Texas where he worked on a variety of industries and was promoted to Associate Partner. Jon served as the firm's technical accounting partner and was heavily involved in the firm's annual PCAOB inspection prior to joining BrooksWatson. At BrooksWatson & Co., PLLC Jon focuses on auditing governmental entities including Cities, Counties, and Special Purpose Districts.

Professional Experience and Milestones

- More than 15 years of public accounting experience
- Focus of expertise over municipal audits and accounting
- Apart of engagement teams completing over 200 audits of governmental and non-profit clients
- Led engagement teams and interactions with PCAOB with no findings, for another public accounting firm prior to establishing BrooksWatson & Co.
- Established BrooksWatson & Co., and its quality controls and standards that have been monitored and approved by the AICPA through the AICPA's peer review process.
- Compiled or reviewed over 50 annual reports for various cities receiving the Certificate of Achievement for Excellence in Financial Reporting award from the GFOA.
- Leads BrooksWatson & Co. professional development department providing high-quality and well-rounded accredited continuing professional education to Texas CPA's.

Representative Client Experience

- City of Denison, TX
- City of Orange, TX
- City of Heath, TX
- Liberty County, TX
- Lee County, TX
- City of Giddings, TX
- City of Horseshoe Bay,
- City of Taylor, TX
- City of Magnolia, TX
- City of Willis, TX
- City of Sanger, TX
- City of Parker, TX
- City of Shenandoah, TX
- City of Trophy Club, TX
- City of Westover Hills, TX

Educational Background and Certifications

- Certified Public Accountant, State of Texas
- Bachelor of Business Administration, Accounting, magna cum laude, Western State University, CO
- Meets all standards for continuing education by generally accepted government auditing standards and the Texas State Board of Public Accountancy.

Professional Organizations and Affiliations

- Government Finance Officers Association
- American Institute of CPAs (AICPA)
- Texas State Board of Public Accountancy (TSBPA)

Accredited CPE presentations

- "Enhancements to Audit Procedures & Reporting" (*October 2016*)
- "Audit Software Analytics and Utilization Training" (*January 2017*)
- "Yearend Audit Procedures; Substantive Testing and Analytics" (*October 2017*)
- "Governmental Revenue Recognition (Exchange & Nonexchange)" (*August 2018*)
- "Audit Documentation Standards and Enhancements" (*September 2018*)
- "In-Charge Auditor Reviewer Standards and Methods for Assuring a Quality Audit" (*July 2019*)
- "Component Units and Fiduciary Funds" (*October 2022*)



Louis Breedlove
Senior Audit Manager

Louis began his career at a regional accounting firm that specializes in auditing governmental and not-for-profit entities. He retained additional experience in auditing public sector clients, small-cap publicly traded companies, as well as large Fortune 500 and international companies while employed with a Big Four firm. Louis' expertise is focused in local governments (cities, counties, and schools) as well as not-for-profit entities. He has an in depth experience with GASB accounting standards and has advised and assisted clients in the preparation of Annual Comprehensive Financial Reports (ACFRs) and annual financial reports and achieving the Certificate of Excellence in Financial Reporting given by the Government Finance Officers' Association. He also has extensive experience with federal funding and Uniform Guidance audits (Single Audits).

Professional Experience and Milestones

- More than 14 years of public accounting experience
- Focus of expertise over accounting and audit services to municipalities, including extensive experience in Single Audits.
- Plans and performs audits in accordance with generally accepted auditing standards (GAAS). Generally accepted government auditing standards (GAGAS) and with Single Audit Act and Uniform Guidance, where applicable.
- Apart of engagement teams completing over 100 audits of governmental and non-profit clients
- Compiled or reviewed over 25 annual reports for various cities receiving the Certificate of Achievement for Excellence in Financial Reporting award from the GFOA.
- Advises clients on future accounting pronouncements and new standard implementation.
- Ensures that financial reporting deadlines from regulatory agencies are achieved
- Leads BrooksWatson & Co. employee retention and networking divisions.

Representative Client Experience

- City of Denison, TX
- City of Sachse, TX
- City of Heath, TX
- City of Bellmead, TX
- San Jacinto County, TX
- City of Granite Shoals, TX
- City of Canton, TX
- Town of Northlake, TX
- City of Magnolia, TX
- City Of McGregor, TX
- City of Piney Point Village, TX
- Town of Westlake, TX
- City of Shenandoah, TX
- City of Princeton, TX
- City of Diboll, TX

Educational Background and Certifications

- Bachelor of Science in Business Administration, Accounting,
- Nelson University *(formerly known as Southwestern Assemblies of God University)*
- Meets all standards for continuing education by generally accepted government auditing standards and the Texas State Board of Public Accountancy.

Professional Organizations and Affiliations

- American Institute of Certified Public Accountants
- Government Finance Officers Association
- GFOA Special Review Committee

Accredited CPE Presentations

- "Update on Recent GASB Accounting Pronouncements" *(August 2018)*
- "Auditor Efficiency" *(September 2018)*
- "Interfund Issues and Audit Procedures" *(May 2019)*
- "Fraud: Case Studies and Fraud Considerations" *(October 2019)*
- "Evaluating the Design of Internal Controls" *(July 2020)*
- "Pension and OPEB" *(August 2022)*
- "Long Term Debt - Accounting Practices and the Issuance or Refunding of Bonds" *(October 2022)*
- "Other Receivables and Deferred Revenue" *(August 2023)*
- "Understanding Financial Health Ratios and Indicators" *(October 2023)*

**Stefanie Hallock, CPA**Financial Reporting Manager

Stefanie is a licensed certified public accountant with over 14 years of experience in public accounting. She began her career at a local accounting firm that specializes in auditing private and publicly traded companies. Stefanie gained additional audit experience at a regional accounting firm based out of Houston, Texas. She has experience in a wide variety of industries including governmental, not-for-profit, oilfield services, manufacturing, and construction. At BrooksWatson & Co, PLLC Stefanie spent several years auditing a variety of local governments while managing their financial report preparation. Stefanie later became the Financial Reporting Manager where she focuses solely on all aspects of the firm's Comprehensive Annual Financial Report and Financial Statement preparation.

Professional Experience and Milestones

- More than 14 years of public accounting experience
- Focus of expertise on city ACFR report preparation
- Apart of engagement teams completing over 75 audits of governmental and non-profit clients
- Developed the ACFR report preparation division at BrooksWatson & Co., and oversees this department today.
- Compiled over 50 ACFR reports for various cities receiving the Certificate of Achievement for Excellence in Financial Reporting award from the GFOA.
- Compiled over 60 city annual reports over the last three years.

Representative Client Experience

- City of Denison, TX
- City of El Campo, TX
- City of Heath, TX
- Lee County, TX
- City of Orange, TX
- City of Azle, TX
- City of Horseshoe Bay, TX
- City of Giddings, TX
- City of Magnolia, TX
- City of Willis, TX
- City of Seagoville, TX
- City of Parker, TX
- City of Shenandoah, TX
- Town of Trophy Club, TX
- Town of Westover Hills, TX

Educational Background and Certifications

- Certified Public Accountant, State of Texas
- Bachelor of Business Administration, Accounting, Baylor University
- Meets all standards for continuing education by generally accepted government auditing standards and the Texas State Board of Public Accountancy.

Professional Organizations and Affiliations

- Government Finance Officers Association
- American Institute of CPAs (AICPA)
- Texas State Board of Public Accountancy (TSBPA)

Accredited CPE presentations

- "CAFR Report Preparation" (August 2018)



Austin Henderson, CPA
Audit Manager

Austin began his career at a national accounting firm where he specialized in auditing governmental and not-for-profit entities. Austin also has experience auditing employee benefit plans, private healthcare entities, and other private companies.

Professional Experience and Milestones

- Certified Public Accountant in the State of Texas.
- 8+ years of public accounting experience
- Focus of expertise over accounting and audit services to municipalities, including extensive experience in Single Audits.
- Plans and performs audits in accordance with generally accepted auditing standards (GAAS). Generally accepted government auditing standards (GAGAS) and with Single Audit Act and Uniform Guidance, where applicable.
- A part of engagement teams completing over 100 audits of governmental and non-profit clients
- Advises clients on future accounting pronouncements and new standard implementation.
- Ensures that financial reporting deadlines from regulatory agencies are achieved.

Representative Client Experience

- City of Mesa, AZ
- City of Glendale, AZ
- City of Flagstaff, AZ
- City of Azle, TX
- City of Melissa, TX
- Town of Providence Village, TX
- City of Heath, TX
- Town of Northlake, TX
- City of Elgin, TX
- City of Giddings, TX
- Town of Westover Hills, TX
- City of Stephenville, TX
- City of Sanger, TX
- City of La Marque, TX
- City of Arcola, TX

Educational Background and Certifications

- Bachelor of Business Administration, Accounting, Nelson University, Waxahachie, TX
- Masters of Accountancy, Arizona State University, Tempe, AZ

Professional Organizations and Affiliations

- Government Finance Officers Association
- American Institute of Certified Public Accountants

Accredited CPE Presentations

- "Long-Term Debt: Concepts, Procedures, and Helpful Tips" (October 2021)
- "Mid-Internship Update" (February 2023)
- "GASB 34 Conversion" (*June 2023*)
- "Wrapping up an Audit" (July 2023)
- "Knowledge Coach: Adding Risks and Linking Documents" (*October 2023*)
- "Net Investments in Capital Assets" (*October 2023*)
- "Internal Control Testing versus Testing Design and Implementation of Internal Controls" (*June 2024*)
- "What can Substantive Analytics do for You?" (*July 2024*)



Amairani Mendez
Senior Audit Associate

Amairani began her career at a national accounting firm that specializes in audit, tax, outsourcing, and consulting services where she specialized in auditing non-for-profit entities. Since joining BWC in 2020, Amairani has specialized in auditing governmental and not-for-profit entities.

Professional Experience and Milestones

- More than 5 years of public accounting experience
- Focus of expertise over accounting and audit services to municipalities, including experience in Single Audits and non-for-profit entities.
- Plans and performs audits in accordance with generally accepted auditing standards (GAAS). Generally accepted government auditing standards (GAGAS) and with Single Audit Act and Uniform Guidance, where applicable.
- Apart of engagement teams completing over 50 audits of governmental and non-profit clients
- Advises clients on future accounting pronouncements and new standard implementation.

Representative Client Experience

- City of Denison, TX
- City of Sachse, TX
- City of Heath, TX
- City of Sanger, TX
- City of Azle, TX
- City of Benbrook, TX
- City of Dalworthington Gardens, TX
- Town of Northlake, TX
- City of Bellville, TX
- City of Rusk, TX
- City of Farmersville, TX
- City of Stephenville, TX
- City of Rockwall, TX
- City of Melissa, TX

Educational Background and Certifications

- Bachelor of Science, Accounting, University of Texas at Dallas
- Meets all standards for continuing education by generally accepted government auditing standards and the Texas State Board of Public Accountancy.

Accredited CPE Presentations

- "Audit Documentation" (*October 2023*)
- "Microsoft Planner & Checklist Firm Implementation" (*October 2022*)
- "Fund Balance and Perm File" (October 2021)

Similar Engagements and References

The content in this section is **proprietary and confidential information** and is not to be distributed to any third party without the written consent of BrooksWatson & Co., PLLC. All references listed are for the purpose of verifying proposer's qualifying experience.

Reference 1 – Government					
Town of Northlake	Scope of Work	ACFR/ AFR	Date	Engagement Partners	Principal Client Contact
	Audit	ACFR	9/30/2023	Jon Watson Mike Brooks	John Thomson Finance Director
					940.648.3290 ext. 223
					jthomson@town.northlake.tx.us
Reference 2 – Government					
City of Godley	Scope of Work	ACFR/ AFR	Date	Engagement Partners	Principal Client Contact
	Audit	AFR	9/30/2023	Mike Brooks Jon Watson	Angela Winkle, CPM City Administrator
					817.389.3539
					angela.winkle@godleytx.gov
Reference 3 – Government					
City of Azle	Scope of Work	ACFR/ AFR	Date	Engagement Partners	Principal Client Contact
	Audit	ACFR	9/30/2023	Mike Brooks Jon Watson	Stephen Barnes Finance Director
					817.444.7167
					sbarnes@cityofazle.org

Reference 4 – Government					
	Scope of Work	ACFR/ AFR	Date	Engagement Partners	Principal Client Contact
City of Sansom Park	Audit	ACFR	9/30/2023	Mike Brooks Jon Watson	Leisa Barber
					Accounting Manager
					817.626.3791 ext. 110
					lbarber@sansompark.org

SIMILAR ENGAGEMENTS

City	Service	# Years	GFOA award	Entity ACFR Prepared By
City of Azle, Texas	Audit	11	Yes	BrooksWatson & Co, PLLC
City of Benbrook, Texas	Audit	3	Yes	BrooksWatson & Co., PLLC
City of Canton, Texas	Audit	9	Yes	BrooksWatson & Co., PLLC
City of Cleveland	Audit	3	N/A	N/A
City of Cut and Shoot, Texas	Audit	8	N/A	N/A
City of Dalworthington Gardens, Texas	Audit	9	Yes	BrooksWatson & Co., PLLC
City of Dayton, Texas	Audit	3	N/A	N/A
City of Diboll, Texas	Audit	9	N/A	N/A
City of El Campo, Texas	Audit	4	Yes	BrooksWatson & Co., PLLC
City of Elgin, Texas	Audit	8	N/A	N/A
City of Farmersville, Texas	Audit	9	N/A	N/A
City of Giddings, Texas	Audit	7	N/A	N/A
City of Gonzales, Texas	Audit	9	Yes	BrooksWatson & Co., PLLC
City of Granite Shoals, Texas	Audit	8	N/A	N/A
City of Groves, Texas	Audit	5	N/A	N/A
City of Gunter, Texas	Audit	4	N/A	N/A
City of Heath, Texas	Audit	11	Yes	BrooksWatson & Co, PLLC
City of Horseshoe Bay, Texas	Audit	6	N/A	N/A
City of Hutchins, Texas	Audit	3	Yes	BrooksWatson & Co., PLLC
City of Hutto, Texas	Audit	3	Yes	BrooksWatson & Co., PLLC
City of La Marque, Texas	Audit	3	Yes	BrooksWatson & Co., PLLC
City of Lexington, Texas	Audit	9	N/A	N/A
City of Liberty, Texas	Audit	2	N/A	N/A

*ACFR issued and participating in the GFOA Certificate of Achievement for Excellence in Financial Report Program. **All contents in this section is proprietary and confidential information.**

City	Service	# Years	GFOA award	Entity ACFR Prepared By
City of Lockhart, Texas	Audit	3	Yes	BrooksWatson & Co., PLLC
City of Lucas, Texas	Audit	5	Yes	BrooksWatson & Co, PLLC
City of Luling, Texas	Audit	4	N/A	N/A
City of Magnolia, Texas	Audit	6	N/A	N/A
City of McGregor, Texas	Audit	5	Yes	BrooksWatson & Co., PLLC
City of Melissa, Texas	Audit	5	Yes	BrooksWatson & Co, PLLC
City of Mineola, Texas	Audit	8	N/A	N/A
City of Mount Pleasant, Texas	Audit	4	Yes	BrooksWatson & Co., PLLC
City of Oak Point, Texas	Audit	2	Yes	BrooksWatson & Co., PLLC
City of Orange, Texas	Audit	6	Yes	City of Orange
City of Panorama Village, Texas	Audit	9	N/A	N/A
City of Parker, Texas	Audit	10	N/A	N/A
City of Piney Point Village, Texas	Audit	8	N/A	N/A
City of Port Neches, Texas	Audit	3	Yes	BrooksWatson & Co., PLLC
City of Quinlan, Texas	Audit	8	N/A	N/A
City of Rockwall	Audit	4	N/A	N/A
City of Sachse, Texas	Audit	9	Yes	BrooksWatson & Co., PLLC
City of Sanger, Texas	Audit	10	N/A	N/A
City of Sansom Park, Texas	Audit	8	Yes	BrooksWatson & Co, PLLC
City of Sealy, Texas	Audit	4	Yes	BrooksWatson & Co., PLLC
City of Shenandoah, Texas	Audit	10	N/A	N/A
City of Stephenville, Texas	Audit	5	Yes	BrooksWatson & Co., PLLC
City of Taylor, Texas	Audit	10	Yes	BrooksWatson & Co., PLLC
City of Trophy Club, Texas	Audit	5	Yes	BrooksWatson & Co, PLLC
City of Vidor, Texas	Audit	9	Yes	BrooksWatson & Co., PLLC
City of Willis, Texas	Audit	9	N/A	N/A
Town of Northlake	Audit	4	Yes	BrooksWatson & Co., PLLC
Town of Providence Village, Texas	Audit	5	N/A	N/A
Town of Westover Hills, Texas	Audit	6	N/A	N/A

ACFR issued and participating in the GFOA Certificate of Achievement for Excellence in Financial Report Program. **All contents in this section is proprietary and confidential information.*

Specific Audit Approach

BrooksWatson uses a knowledge-based audit methodology to efficiently and effectively perform financial statement audits of governmental entities in accordance with auditing standards generally accepted in the United States of America (GAAS). This is accomplished by obtaining an understanding of the City and its environment to sufficiently assess the risk of material misstatement. Audit procedures are then designed and performed in response to the risk of material misstatement.

All audit procedures performed will be done so by the professionals of BrooksWatson & Co., PLLC who are dedicated to maintaining a presence throughout the audit process. Their goal in this is to reduce the burden on City staff while adhering to the established budget and timeline. These procedures are more fully detailed in the Audit Approach section of this proposal and will be conducted in accordance with the following standards:

- Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.
- Financial Audit Standards established by the General Accounting Office's Government Auditing Standards.
- All provisions of the Uniform Guidance and the U.S. Office of Management and Budget (OMB) single audits of states, local governments and not-for-profit organizations.



PLANNING

The planning phase involves developing the overall audit strategy for the expected activities, organization, and staffing of the audit. We will plan the audit to respond to the assessment of the risk of material misstatement based on our understanding of the City, its environment, and internal controls.

Our understanding of the City and its environment will include the following:

- Economic, regulatory, and other external factors;
- Nature of the City;
- Objectives, strategies and related risks that may cause material misstatement of the financial statements;
- Measurement and review of the City's financial performance;
- Internal controls

Prior to our first day of field work, we will schedule a meeting to discuss the desired timeframe, estimated report delivery, and extent of management and auditor responsibilities as it relates to the audit. We will also provide a detailed list of requests, "PBC List", that will provide the items needed for the audit, and a link to our secure file sharing system where those items can be uploaded. This streamlines the audit approach and allows us to get information in the most efficient manner possible.

INTERNAL CONTROL EVALUATION

Audit standards require that we obtain an understanding of the City sufficient to evaluate the design of the internal controls and to determine whether they have been implemented. Our understanding of the City's internal controls will include the control environment, risk assessment, information and communication systems, control activities, and monitoring controls. Our risk assessment and control evaluation will include:

- Conducting interviews of selected management and staff;
- Evaluating the City's financial reporting and management policies, budget documents and process, and informational systems;
- Documenting our understanding of the City's entity wide control environment and activity level controls;
- Testing the design and implementation of selected key controls by performing a walk-through of the selected transaction class;
- Testing the operating effectiveness of selected controls were deemed appropriate.
- Evaluate the City's IT systems for areas of potential risk and where data management may affect financial statements and related disclosures.

The results of our inherent and internal controls risk assessments will allow us to identify and assess the risk of material misstatement within the City to form our overall audit plan and design the extent, nature, and timing of substantive audit procedures to mitigate that risk to an acceptable level. Any control deficiencies identified during the planning phase internal control evaluation phase will be communicated to management immediately.

FIELDWORK AND SUBSTANTIVE TESTING

Based on the results of our risk assessment and internal control evaluation, a specific audit plan will be designed to focus expanded procedures on areas with the greatest risk of material misstatement, error, and fraud. We will use tests of details

substantive analytical procedures, or a combination of the two to conclude on the reasonableness of the given transaction class or account balance.

By utilizing a blend of substantive testing (vouching underlying transactions to support), and substantive analytical testing (testing data through overall and stratified analysis), we are able to cover significant ground while still getting a quality level of detailed depth to our testing. Striking a good balance and not overlying on one type of testing over the other is integral to a thorough and efficient audit. Typical substantive procedures include:

- Agreeing the financial statement elements to the underlying accounting records including year-end account balances and transaction activity occurring throughout the year;
- Confirming cash held in bank and investment accounts, accounts receivable, inventory held by others, material grants and long term debt balances

Substantive procedures are an integral part of a competent and thorough audit. Significant transactions must be supported evidentially, and when they cannot be supported that may be a symptom of a potential material misstatement or other systematic issue. Typically, the “proof is in the pudding”, so to speak, and in many cases the best way to test something is by verifying the ingredients that make it up.

Typical analytical procedures include:

- Compare financial information with comparable prior periods. Are changes consistent with our expectations based on our understanding of the City and environment?
- Compare operating results with consumption or usage type reports. Do results align with these operating figures where applicable?
- Compare ratios of correlating accounts year over year. Are ratios consistent with our expectations based on our understanding of the City and environment?
- Compare results to budget and determine reasons for any significant variances between budget to actual results.

In developing expectations based on thorough investigation of the City and its environment, this allows us to form quality expectations to compare results to. When results don't align with our expectations we investigate further to obtain sufficient evidence to conclude whether there is a valid reason for the deviation or if not, determine the root of the issue causing the variance. This is a great method for identifying systemic and significant issues and/or material misstatements.

STATISTICAL SAMPLING AND SAMPLE SIZES

We utilize the AICPA Audit guide over audit sampling, the objective of which, is to provide a reasonable basis for the auditor to draw conclusions about the population from which the sample is selected. This guide is derived from the AICPA professional standard, SAS No. 122/AU-C section 530, Audit Sampling. A standard audit may incorporate a variety of sampling techniques including statistical, judgmental, & random selection. Statistical sampling explicitly measures the sampling risk associated with the sampling procedure by providing for a level of sampling risk (confidence factor and precision). Nonstatistical sampling methods requires the auditor to rely on professional judgment, in combination with nonstatistical sampling guidance and knowledge underlying statistical concepts, to design and evaluate audit samples. The extent to which sampling will be used and related sample sizes will be determined based on the results of our control and risk assessments, materiality, and overall population of the audit area.

Tests of controls over compliance and compliance with requirements of major federal programs are based on the guidance included in the AICPA Audit Guide Government Auditing Standards and Single Audits which is devoted to audit sampling in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) compliance audits.

TECHNOLOGY AND ELECTRONIC DATA PROCESSING

BrooksWatson & Co., PLLC will utilize data analytical software to complete your audit. Electronic data processing will be used throughout the audit to extract data from your City's accounting software. The data will be processed with our audit software to ensure the efficiency of your audit, enhance the level of detail examined, and assist in identifying anomalies, trends or patterns. By leveraging the utilization of current technology, we are able to increase the level of insight we can provide as well as give you more peace of mind.

ANALYTICAL PROCEDURES

BrooksWatson & Co., PLLC will utilize the AICPA professional standards AU-C Section 520, Analytical Procedures, which provides guidance for analytical procedures performed as substantive procedures and performed as part of the audit. We also utilize AICPA standard AU-C Section 315, "Understanding the Entity and Its Environment and Assessing the Risks of Material Misstatement", which provides guidance for analytical procedures performed as risk assessment procedures during the planning phase of the audit. Analytical procedures include an evaluation of financial information through analysis of plausible relationships among both financial and nonfinancial data. Analytical procedures also encompass such investigation, as is necessary, of identified fluctuations or relationships that are inconsistent with other relevant information or that differ from expected values by a significant amount.

Analytical procedures involve comparisons of recorded amounts, or ratios developed from recorded amounts, to expectations developed by your auditor. When performing analytic procedures, we take into account the assessed risks of material misstatement and tests of details, if any, for the audit assertions we are substantiating. We will evaluate the reliability of data utilized, taking into account the source, comparability, and nature and relevance of information available and controls over preparation of that data. Next we will develop an expectation of recorded amounts or ratios and evaluate whether the expectation is sufficiently precise to identify a misstatement that, individually or when aggregated with other misstatements, may cause the financial statements to be materially misstated. A comparison of our results to the actual balances are then made and a conclusion is reached.

COMPLETION

At the conclusion of every audit, we will decide whether sufficient audit evidence has been accumulated to warrant the conclusion that the financial statements are fairly stated in accordance with generally accepted accounting principles (GAAP). Prior to issuing our audit report we will perform the following procedures:

- Evaluate the sufficiency and appropriateness of audit evidence obtained;
- Perform an overall analytical review;
- Evaluate and conclude on the results of audit procedures, adjustments, and unadjusted misstatements;
- Provide all adjusting entries noted during the audit to the Council and management;
- Prepare or assist in the preparation of the City's Annual Comprehensive Financial Report;
- Communicate any audit findings and issues with management and those charged with governance.

COMPLIANCE WITH LAWS AND REGULATIONS AND APPROACH TO COMPLIANCE TESTING

Compliance with laws and regulations, including, but not limited to the Public Funds Investment Act, Texas State Government Code and grants received. Compliance testing will be performed as required by OMB Uniform Guidance and Single Audit Act, grant agreements, financing agreements, or any other compliance requirements as applicable.

EXPECTATIONS FROM CITY STAFF

We will expect the City to provide commonly requested schedules such as a schedule of receivables due at year end, a schedule of capital assets that includes additions and disposals, a schedule of cash accounts, a schedule of prepaid insurance and a long-term debt schedule as applicable. We will also expect assistance with the preparation of confirmations to banks, attorneys, debt holders, etc.

PROGRESS MEETINGS

Prior to beginning fieldwork, BrooksWatson will schedule an initial planning meeting with management to discuss the anticipated time frame, audit requests, and client involvement needed to accomplish our goal. During the fieldwork, we anticipate having additional meetings to discuss the audit progress to date, as needed. In addition, we will immediately schedule a consultation should unforeseen issues and audit findings come to our attention. Prior to the conclusion of the audit, we will provide management a copy of any draft findings and welcome client feedback before final issuance of our report and management letter.

QUALITY CONTROL PROCEDURES

Every audit engagement undergoes an initial partner and second partner review process. We have structured our firm around audit quality and take great pride in our ability to offer our clients accurate, efficient, and timely audits. We do not employ any inexperienced staff auditors. Your audit will be performed by an experienced and well seasoned audit team from top to bottom. With this approach, we are able to minimize mistakes, address issues immediately, and give our clients access to the most experienced personnel in our firm, should they have any questions or concerns. Prior to issuance, our clients are provided with the draft financial report and letters for review.

AUDIT SEGMENTATION AND STAFF HOURS

Financial Audits	Financial Reporting Manager	Audit Associate (Hours)	Audit Senior (Hours)	Audit Manager (Hours)	Engagement Partner (Hours)	Engagement Quality Review Partner (Hours)	Total Hours
Risk Assessment Control Evaluation & Planning	-	30	30	10	10	2	82
Cash	-	10	3	1	1	1	16
Receivables & Revenues	-	25	20	12	8	1	66
Capital Assets	-	24	13	10	5	2	54
Accounts Payable and Accrued Expenditures	-	20	15	10	5	1	51
Long-Term Liabilities (Including Pensions)	-	15	10	5	4	2	36
Deferred Revenue	-	12	10	5	2	1	30
Financial Statement Preparation	40	-	-	-	-	-	40
Supervision, Review & Technical Assistance	-	-	-	30	15	8	53
Total	40	136	101	83	50	18	428

Identification of Anticipated Potential Audit Problems

We do not anticipate any potential audit problems during our proposed engagement.

Brooks\Watson & Company is prepared for your audit needs. While we do not anticipate significant audit problems, we are fully equipped to address any issues that may arise. Potential audit problems could include data accuracy and completeness, system integration issues, or internal control weaknesses. If such issues occur, we will implement a variety of strategies to resolve them, including proactive communication, the use of advanced technology, and tailored audit procedures.

By anticipating potential audit challenges and outlining a comprehensive approach to address them, we aim to conduct a thorough and efficient audit that meets the highest standards of quality and professionalism. With the City's support and collaboration, we can ensure a successful audit process that provides valuable insights and recommendations.

COST PROPOSAL

Cost Proposal

TOTAL ALL-INCLUSIVE MAXIMUM PRICE

Name of Firm: BrooksWatson & Co., PLLC

Certification that the person signing this proposal is entitled to represent the Firm and authorized to sign a contract with the City of Justin, Texas

So Certified,

Name: Mike Brooks, CPA

Title: Partner

Signature:



Total estimated fees for financial audit statement:

Financial Statement Audit - 2024
\$44.500

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

We understand that cost is not the only factor considered when making your auditor selection but we also understand the budgetary constraints affecting most governments during the current economic environment. As you are aware, we see the City of Justin as an important client and one that we would like to do business with into the future. As such, we will offer unlimited technical assistance and guidance at no cost throughout the year. The fee below includes the financial statement audit of the City of Justin, preparation of the ACFR, & unlimited technical assistance throughout the year.

Financial Audits	Financial Reporting Manager	Audit Associate (Hours)	Audit Senior (Hours)	Audit Manager (Hours)	Engagement Partner (Hours)	Engagement Quality Review Partner (Hours)	Total Hours
Risk Assessment Control Evaluation & Planning	-	30	30	10	10	2	82
Cash	-	10	3	1	1	1	16
Receivables & Revenues	-	25	20	12	8	1	66
Capital Assets	-	24	13	10	5	2	54
Accounts Payable and Accrued Expenditures	-	20	15	10	5	1	51
Long-Term Liabilities (Including Pensions)	-	15	10	5	4	2	36
Deferred Revenue	-	12	10	5	2	1	30
Financial Statement Preparation	40	-	-	-	-	-	40
Supervision, Review & Technical Assistance	-	-	-	30	15	8	53
Total	40	136	101	83	50	18	428
Quoted Hourly Rates	\$100	\$90	\$110	\$125	\$175	\$175	
Extended Fees at Quoted	\$4,000	\$12,240	\$11,110	\$10,375	\$8,750	\$3,150	\$49,625
Discount*							(\$5,125)
Estimated (Total Not to Exceed Cost)	\$44,500						

* Discount offered as an investment in building a long-term relationship with the City.

Additional Cost Information

01

RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the City to request the auditor to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an additional contract between City of Justin and the firm. Any such additional work agreed to by the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in this proposal.

02

SINGLE AUDIT

We will work with you to identify any federal awards that might meet the criteria for an (OMB) Uniform Guidance Single Audit. Should you require a single audit, we will charge a flat rate of \$6,500 for the single audit procedures including the audit of one major program (>\$750,000 in federal grant expenditures) and \$2,500 for each additional major program audit of one major program.

03

MANNER OF PAYMENT

BrooksWatson & Co., PLLC will bill hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost fee proposal.



External Audit Services

PRESENTED TO

City of Justin, Texas

DATE

March 27, 2025

PATTILLO, BROWN & HILL

Paula Lowe

401 West State Highway 6,
Waco, TX

254.772.4901 | plowe@pbhcpa.com



March 27, 2025

City of Justin, Texas
415 N College Avenue
Justin, Texas 76247

Re: Request for Qualifications Annual Financial Audit Services

Pattillo, Brown and Hill, L.L.P. (PB&H) is pleased to submit the accompanying proposal to provide professional audit services to the City of Justin, Texas. This proposal encompasses an audit of the financial statements in compliance with generally accepted auditing standards, Government Auditing Standards, and the requirements of 2 CFR 200 Uniform Guidance, if applicable.

We believe that our Firm possesses certain unique characteristics that are well-matched to the City's needs.

- **Our firm performs more single audits than any other firm in Texas.**
- **Our firm currently serves more than 40 municipalities in Texas.** We know Texas cities!
- **Our proposed service team for the City consists of seasoned professionals who exclusively provide assurance and consulting services to local governments.** Our government assurance, consulting & advisory team consists of 55+ professionals who work exclusively with Texas local governments.
- **Our primary business is serving local governments in Texas and New Mexico.** In addition to our experience with Texas municipalities, we have extensive experience auditing other forms of local governments such as councils of government, municipalities, counties and school districts.
- Our firm is known for providing high quality services while meeting our client's time constraints, as such, we are committed to performing the engagement within the time parameters requested by management.

Pattillo, Brown & Hill will bring to this audit the high level of experience and expertise as larger, national accounting firms, but with the value inherent in local firms.

As engagement partner, I am an authorized representative of the Firm and my signature binds PB&H to the terms and conditions specified in this proposal. This proposal is a firm and irrevocable offer. I can be reached by phone at (254) 772-4901, by email at plowe@pbhcpa.com, or by mail at 401 West Highway 6, Waco, Texas 76710.

I am excited about the opportunity to serve the City. Please feel free to contact me should you have any questions regarding this proposal.

Paula Lowe, CPA
PATTILLO, BROWN & HILL, L.L.P.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Specific audit programs will be developed and completed for the following areas as necessary:

Item	Partner	Manager	Senior	Staff	Total
Risk assessment and planning	13.5	27.1	64.4	38.1	143.1
Cash and investments	0.7	1.4	3.7	8.8	14.6
Receivables	5.4	10.8	9.3	19.3	44.8
Capital assets	4.7	9.4	27.8	26.3	68.2
Inventory	0.5	1.1	1.9	1.8	5.3
Accounts payable	2.2	4.3	9.3	15.8	31.6
Accrued Liabilities	2.2	4.3	18.5	12.3	37.3
Long-term Liabilities	1.4	2.9	27.8	14	46.1
Net position/fund balance	0.4	0.7	1.9	1.8	4.8
Revenues	2.5	5	11.1	19.3	37.9
Expenditures	<u>2.5</u>	<u>5</u>	<u>9.3</u>	<u>17.5</u>	<u>34.3</u>
Financial statement audit	36	72	185	175	468
Single audit	<u>4</u>	<u>8</u>	<u>15</u>	<u>25</u>	<u>52</u>
Total	<u>40</u>	<u>80</u>	<u>200</u>	<u>200</u>	<u>520</u>

The following fee is proposed for fiscal year 2024 and the next two years.

Fiscal Year	Total	Financial Statement	Single Audit (if applicable)
2024	\$59,600	\$53,740	\$5,860
2025	63,350	57,490	5,860
2026	63,350	57,490	5,860



EXCELLENCE.

At Pattillo, Brown & Hill, L.L.P.,
our people make the difference.

With our extensive public sector experience, strong regulatory
and technical expertise, client-centered approach,
and competitive fee structure, PB&H provides an unmatched
level of client-service commitment.

PAULA LOWE, CPA

plowe@pbhcpa.com

JOHN K. MANNING, CPA

jkmanning@pbhcpa.com

KENT WILLIS, CPA

kent.willis@pbhcpa.com

TODD PRUITT, CPA

tpruitt@pbhcpa.com

CHRIS PRUITT, CPA

cpruitt@pbhcpa.com

CHRIS GARNER, CPA

chris.garner@pbhcpa.com

QUALITY AUDIT & ACCOUNTING SERVICES



PATTILLO, BROWN & HILL, LLP

pbhcpa.com



December 30, 2024

Statement of Work - Audit Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated January 6, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Justin, TX ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2024.

Bhakti Patel is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities, business type activities, each major fund, and the aggregate remaining funds, which collectively comprise the basic financial statements of City of Justin, TX, and the related notes to the financial statements as of and for the year ended September 30, 2024.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement

when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Financial reporting process
- Completeness of capital assets

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures

to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

You are responsible for the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the

conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other

offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Texas, any of its agencies or federal awarding agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the the State of Texas, any of its agencies or federal awarding agency. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these

services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our professional fee is \$50,000.00. We will also bill for expenses (including travel, report production, word processing, postage, internal and administrative charges, etc.) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

Response:

This letter correctly sets forth the understanding of City of Justin, TX.

CLA
CLA

SIGN:

Bhakti Patel, Assurance Principal

DATE:

Client
City of Justin, TX

SIGN:

Abbey Reece, Assistant City Manager

DATE:



CITY COUNCIL AGENDA ITEM REQUEST

Proposed agenda Item

Making October 4th Justin Day

Request by

StClaire

Date Submitted

10/23/24

Priority

June 2025

Background info

You may know Justin as beginning in 1883 when John W. Berry opened the first store on Christmas Day. However, it may come as a surprise to you that Justin was not the first name given to our little town. Due to a clerical error Justine was the name recorded on January 25, 1887 when the post office opened with Thomas J. Wheeler as the first postmaster. Four months later on May 2, 1887 John W. Berry took over as postmaster of "Justine". It wasn't until October 4, 1887 that the name officially changed to Justin and John W. Berry became the first

Expected Council Action

Proclaim October 4th Justin Day

Staff Preparation