

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
MAY 8, 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) AND PRESENTATION(S)

1. Presentation of a Proclamation declaring May 18-24, 2025 as National Public Works Week
2. Presentation of a Proclamation recognizing May 15-21, 2025 as National Police Week
3. Presentation of Certificate of Occupancy to 1911 in recognition of their recent Grand Opening
4. RISE Recognition

C) 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
 - Cuesta 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
- Justin Town Square

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
5. Under Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. (City Manager review)

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

E) UPCOMING MEETINGS AND EVENTS

1. The following is a list of upcoming meetings and events:
 - May 13, 2025, Election Canvass
 - May 13, 2025, Parks & Recreation Board meeting at 6 p.m.
 - May 14, 2025, EDC/CDC meeting at 5:30 p.m.
 - May 15, 2025, Fire Engine Ceremony at 4:30 p.m.
 - May 15, 2025, Fire Station Groundbreaking Event at 6 p.m.
 - May 20, 2025, Planning & Zoning Commission meeting at 6:30 p.m.
 - May 22, 2025, Regular City Council meeting at 5:30 p.m.
 - May 26, 2025, Memorial Day Holiday, City Offices Closed
 - May 30, 2025, Library Summer Reading Program Kickoff 10 a.m. to 3 p.m.

F) REPORT(S)

1. Discuss and receive an update regarding building repairs for City Hall

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.

H) CONSENT AGENDA

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

1. Consider approving City Council minutes dated April 10, 2025; and take appropriate action.

2. Consider adopting Ordinance 800-25, second and final reading, approving an amendment to the FY 2024-2025 Community Development (Type B) Corporation Budget; and take appropriate action.
3. Consider approving Resolution 757-25 reappointing Greg Scott to the Upper Trinity Regional Water District; and take appropriate action.
4. Consider approving Resolution 754-25 accepting the Oliver Creek Municipal Utility District Resolution to comply with the Developers Agreement; and take appropriate action.
5. Consider approving Resolution 755-25 authorizing the Notice of Intent to Proceed with the Old Town Phase 3 and FM 156 Corridor Plan; and take appropriate action.
6. Consider approving Resolution 756-25, authorizing the City Manager to execute and negotiate an agreement with Glacier Property Management; and take appropriate action.

I) ITEMS PULLED FROM CONSENT AGENDA

J) PUBLIC HEARING(S)

1. Conduct a Public Hearing and consider adopting Ordinance 802-25, first reading, approving a Strategic Service Agreement with Traditions Municipal District No. 2C; and take appropriate action.
2. Conduct a Public Hearing and consider adopting Ordinance 803-25, first reading, to rezone Cuesta development from Residential Estate Single Family (SF-RE) to Planned Development-Single-Family Residential- Medium (PD-SF-2) legally described as a tract of land totaling approximately 537.18 acres, located within the following survey abstracts in Denton County, Texas: A1125A W.D. Reed, Tr 7, 53.76 Acres, Old DCAD Tr #3, A0419A W.A. Ferris, Tr 7, 39.044 Acres, Old DCAD Tr 5, A0419A W.A. Ferris, Tr 8, 52.208 Acres, Old DCAD Tr 6, A0993A Mary Polk, Tr 42, 219.812 Acres, Old DCAD SHT 1, Tr #6, A0993A Mary Polk, Tr 39A & 41A, 158.80 Acres, Range Hill Addn Blk 1 Lot Range Hill Rd 1.81 Acres, A0419A W.A. Ferris, Tr 9, 11.0541 Acres, Old DCAD Tr 7A(1); and take appropriate action.
3. Conduct a Public Hearing and consider adopting Ordinance 804-25, first reading, to amend the Unified Development Code establishing the Old Town Area as a Historical Preservation District with the boundaries set as the area within the boundaries as follows: Beginning on West 12th Street proceeding East to North FM Rd 156, proceeding South on N FM 156 to West 1st Street, proceeding West on West 1st Street to Leuty Street, proceeding north on Leuty Street to West 7th Street, proceeding East on West 7th Street to 12th Street, proceeding East on 12th Street to N FM 156; and take appropriate action.

K) ACTION ITEM(S)

1. Consider approving Resolution 753-25 supporting the stance on Texas Legislative Bills; and take appropriate action.
2. Consider all matters incident and related to the issuance and sale of City of Justin, Texas, Public Property Finance Contractual Obligations, Series 2025, including the adoption of Ordinance 801-25 authorizing the issuance of such obligations; and take appropriate action.

3. Consider all matters an incident and related to the issuance and sale of City of Justin, Texas General Obligation Bonds, Series 2025, by adopting Ordinance 802-25 authorizing the issuance of such bonds; and take appropriate action.

L) FUTURE AGENDA ITEMS

M) 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 Ave, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this _____ by _____ p.m., at least 72 hours preceding the scheduled meeting time.

Amy Piukana

Amy Piukana, TRMC, City Secretary



PROCLAMATION

National Public Works Week May 18-24, 2025

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of City of Justin; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Justin to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

I, Mayor James Clark, do hereby designate the week of May 18–24, 2025, as *National Public Works Week* and urge all citizens to help pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our health, safety, and advancing our quality of life in the City of Justin.

Proclaimed this 8th day of May,
2025.

James Clark, Mayor



PROCLAMATION

National Police Week May 11-17, 2025

WHEREAS, the Congress and President of the United States have designated the week of May 11 through May 17, 2025, as National Police Week; and

WHEREAS, the members of our law enforcement agencies play an essential role in safeguarding the rights and freedoms of all people; and

WHEREAS, all citizens must know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement officers, and that officers recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception; and

WHEREAS, the law enforcement officers of the City of Justin Police Department unceasingly provide a vital public service, often placing themselves in harm's way to protect others, and are deserving of our respect and gratitude; and

WHEREAS, it is fitting and proper that we honor the valiant men and women of law enforcement who, through their courageous deeds, have made the ultimate sacrifice in service to their community, and also recognize those who continue to serve with integrity and dedication;

NOW, THEREFORE, I, Mayor of the City of Justin, do hereby proclaim the week of May 11– 17, 2025, as “*National Police Week*” in the City of Justin, and call upon all citizens to observe this week with appreciation for our law enforcement officers, past and present, and to honor those who have made the ultimate sacrifice in the line of duty.

Proclaimed this 8th day of May,
2025.

James Clark, Mayor

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 - April 10, 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, and City Attorney Matthew Butler.

With a quorum of members present, Mayor Clark called the meeting to order at 5:31 p.m.

Mayor Clark led the invocation, Council Member Mounce led the Pledge of Allegiance, and Council Member Dennis led the Pledge to the Texas Flag.

B) PROCLAMATION(S)

1. Presentation of a Proclamation recognizing the Month of April as Child Abuse Prevention Month

Mayor Clark presented a proclamation to Darcy Timberland representing CASA Denton County, proclaiming the month of April as Child Abuse Prevention Month.

2. Presentation of a Proclamation recognizing April 13th through April 19th as Telecommunications Week

Mayor Clark presented Brittany Sparks with Denton County Telecommunications with 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

Mayor Clark presented a proclamation to Library Director Lesa Keith proclaiming 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

Mayor Clark and Assistant City Manager Abbey Reece provided a certificate recognizing Lesa Keith for twenty 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.

City Attorney Matthew Butler read executive session language into the record at 5:51 p.m. and reconvened into open session at 7:04 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

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

City Attorney Matthew Butler noted there was no action taken, as a result of closed session.

F) WORKSHOP ITEM(S)

1. Receive a report on Denton County Days Legislative trip to the Capitol

City Manager Jarrod Greenwood provided a review of the 89th Legislature City-Related Bills, which would negatively impact the City of Justin. Mayor Clark presented Council Member Daniel Dennis with a resolution in token of his appreciation of being the City's official Tour Guide at the Denton County Days Legislative trip to the Capitol.

2. Discuss and receive an update regarding building repairs for the Library

The City Manager, Jarrod Greenwood, explained that emergency repairs were needed at the Library due to sewer pipe issues, noting the Library and City Hall buildings are leaking and requiring more funds to maintain them. He stated that investment is necessary to ensure our systems are not failing. He further stated that a bond may be necessary to identify funding and perhaps renovations of City Hall.

The City Council discussed sewer needs, future building use, the history of electrical issues with the existing City Hall building, gym panel and heating issues, the amount of money being spent constantly repairing old infrastructure and the need to discuss a potential November 2025 Bond to identify if we need to repurpose the existing City Hall site or relocate.

Council Member Castle stated he supports remodeling the existing City Hall and fixing the gym to allow residents to utilize it.

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

Communications Manager Krystal Gonzalez Haynes provided an update on upcoming meetings and events. Mayor Pro Tem St. Claire asked about hours of the Justin Business Association. Assistant City Manager Abbey Reece stated the event would be from 10 a.m. to 2 p.m. Mayor Clark and Mayor Pro Tem St. Claire provided a review of the Go Kart Cruising for a Cause family parade event, noting it was a success and all proceeds were donated to Apollo.

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.

Mr. Jeff Dearing, who resides in Roanoke, Texas, provided an introduction of himself, noting he is running for the Northwest ISD School Board of Trustee Place 3.

Anzhela Chopovenko, 353 Cedar Crest Drive, did not wish to speak but asked that her public comment be read into the record.

Mayor Clark read the following public comment: *On behalf of the Hardeman Estates HOA and residents, I would like to request consideration of lowering the speed limit within our neighborhood, from 30 MPH to 25 MPH or under, for everyone's safety. Our neighborhood is connected to Justin Elementary School and the Justin Community Park, which brings more than the average neighborhood traffic to our streets. Please lower the speed limit for our neighborhood! I know previously speed bumps were denied for emergency services reasons, but can speed humps (longer and lower speed bumps) be added at the community Park and in front of the school? Additionally, concerns have been brought up by residents about heavy commercial vehicles parking on the streets in our neighborhood. Can this be addressed by code enforcement? There are semi-trucks, utility vehicles, large trailers, and even boats, parked on the streets pretty regularly. I urge you, on behalf of our neighborhood, to please seriously consider these issues.*

Chief Frieda responded, noting that for public education, the Police Department is conducting traffic studies and working on vehicles and seatbelts. Chief Frieda explained the prima facie speed limit for city streets is regulated by the state and is typically at 30 mph. Cities may pass an Ordinance to lower city street speeds, but cannot regulate highway speeds.

Council Member Mounce asked for clarification regarding public comment rules and the Open Meetings Act. City Attorney Matthew Butler stated this discussion was for informational purposes and there was no dialogue, therefore it meets the Open Meetings Act.

Tom Cronberger, 806 12th Street, Justin, Texas, spoke, expressing his concerns about the lack of trash cans around the downtown business locations. He urged the City to either provide trash or ask the local businesses to provide trash containers to eliminate trash and debris.

I) REPORT(S)

1. Receive a Biannual Update from the Library Board

Library Board Member Fran Plisga spoke, providing the Library Board Biannual Update.

Council Member Mendoza and Council Member Mounce expressed their gratitude to the Library Board.

J) CONSENT AGENDA

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

Council Member Mounce requested that Consent Item J.3 be pulled for clarification.

A motion was made by Mayor Pro Tem St. Claire to approve Consent Items J.1 through J.8, excluding

J.3 (Pulled for discussion), as presented. Motion seconded by Council Member Mendoza. Motion approved unanimously.

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.

Council Member Mounce asked for clarification on the amount of outstanding fees. Director of Library Services Lesa Keith replied that it's almost \$1 million for the Court.

After discussion, a motion was made by Council Member Mounce to approve Resolution 748-25, as presented. Motion seconded by Council Member Dennis. Motion approved unanimously.

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 \$17,629,222 for the construction phase of the new Fire Station Project; and take appropriate action.

K) ITEMS PULLED FROM CONSENT AGENDA

Consent Item J.3 was pulled for discussion and approved by separate action.

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.

Assistant City Manager Abbey Reece briefed City Council regarding this item. Ms. Reece noted our consultants at ZacTax have worked with Patillo, Brown & Hill, and are confident that they can meet our timeline for audit services.

After discussion, Council Member Castle made a motion to approve Resolution 747-25, as presented. Motion seconded by Council Member Mounce. Motion approved unanimously.

M) FUTURE AGENDA ITEMS

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

Mayor Clark reviewed a future agenda item submitted by Mayor Pro Tem St. Claire. Mayor Pro Tem St. Claire explained he is requesting validation of the date the Justin name designation was established.

The City Council agreed unanimously to have staff research and provide an update in June or July of this year.

N) ADJOURN

Mayor Clark adjourned the meeting at 8:35 p.m.

Approved by:

James Clark, Mayor

Amy Piukana

Amy Piukana, TRMC, City Secretary

Seal:



City Council Coversheet
May 8, 2025
415 N. COLLEGE AVE.

Agenda Item: 2. (CONSENT AGENDA)

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

Department: Administration

Contact:

Recommendation:

Background:

City Attorney Review: No

Attachments:

1. Ordinance 800-25 - CDC budget amendment

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
May 8, 2025
415 N. COLLEGE AVE.

Agenda Item: 3. (CONSENT AGENDA)

Title: Consider approving Resolution 757-25 reappointing Greg Scott to the Upper Trinity Regional Water District; and take appropriate action.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Staff recommends the City Council approve Resolution 757-25, as presented.

Background:

Greg Scott was appointed in 2020 to fill an unexpired term and was appointed in May 2021 for a 4-year term that ends May 2025. The proposed appointment would be for a 4-year term that would end in May 2029.

City Attorney Review: N/A

Attachments:

1. Res 757-25 Greg Scott UTRWD Appointment
2. Trinity Regional Water

RESOLUTION NO. 757-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS,
APPOINTING GREG SCOTT TO THE UPPER TRINITY REGIONAL WATER
DISTRICT; AND TAKE APPROPRIATE ACTION.**

WHEREAS, the City of Justin, Texas ("City") is a member of the Upper Trinity Regional Water District (UTRWD); and

WHEREAS, as a member has the right and responsibility to appoint a member to the UTRWD Board of Directors; and

WHEREAS, the City Council wishes to appoint Greg Scott to a four-year term effective June 1, 2025;

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

SECTION 1. The City Council appoints Greg Scott to serve as the City of Justin representative to the UTRWD Board of Directors for a term of four years, effective June 1, 2025.

SECTION 2. That all provisions of the Resolutions of the City of Justin, Texas, in conflict with the provisions of this Resolution are hereby repealed.

SECTION 3. That this Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Justin, Texas, on the 8th day of May 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

March 28, 2025

Mr. Jarrod Greenwood
City Manager
City of Justin
P. O. Box 129
Justin, TX 76247

Subject: Appointment of Board Member

Dear Mr. Greenwood:

The City of Justin is a Member of Upper Trinity Regional Water District, a State-chartered conservation and reclamation district for the Denton County area. The City Council appointed Mr. Greg Scott to the Board of Directors of Upper Trinity to serve the current term that ends May 31, 2025.

Mr. Scott is eligible for reappointment, or the City Council may make a new appointment, for a four-year term. An appointee must be a qualified voter, must reside within the boundaries of Upper Trinity, may not be an elected official and may not be an employee of another member-entity of Upper Trinity.

The Board of Directors of Upper Trinity has regional responsibilities for developing, funding and implementing regional water and wastewater systems - - services which are vital to the cities, towns and utilities of this region. A high priority mission of the Board is to plan ahead for a secure water supply, adequate for the next 50 years. The work of the Board is strategic and challenging. The Board oversees extensive regional programs as a utility enterprise, with some thirty cities, towns and utilities cooperating to achieve the mandate. Therefore, your appointment to the Board of Directors should be carefully considered - - for your interest as well as for the region.

As soon as the reappointment (or new appointment) is made, please let us know by forwarding a copy of the approved Resolution or Motion. Board Members are scheduled to take the oath of office on June 5 at the regular meeting of the Upper Trinity Board. Please call me or Nancy Tam (972-219-1228) if you have any questions.

Sincerely,



Larry N. Patterson, P.E.
Executive Director

LNP/nt

c: Mr. Greg Scott, Board Treasurer, UTRWD

c:\..nt\boardmemberappt\2025



City Council Coversheet
May 8, 2025
415 N. COLLEGE AVE.

Agenda Item: 4. (CONSENT AGENDA)

Title: Consider approving Resolution 754-25 accepting the Oliver Creek Municipal Utility District Resolution to comply with the Developers Agreement; and take appropriate action.

Department: Administration

Contact:

Recommendation:

Staff recommends approval of resolution 754-25 as presented.

Background:

Background:

The Oliver Creek Ranch Municipal Utility District of Denton County (“District”) has formally selected the City of Justin as the sole municipality authorized to exercise jurisdiction over its entire territory, as permitted under **Section 54.0163 of the Texas Water Code**. This action removes any jurisdictional overlap with the Town of Northlake.

On **May 10, 2024**, the District’s Board of Directors adopted a resolution selecting Justin as the sole municipality for purposes of extraterritorial jurisdiction (ETJ). Under state law, this designation is effective immediately and does **not** require approval from Northlake.

Legal Basis:

Section 54.0163 of the Texas Water Code allows a MUD located in multiple municipal ETJs to designate a single municipality to exercise jurisdiction over the entire district by resolution. Once adopted, and upon proper filing, the entire district becomes part of that municipality’s ETJ.

City Properties and Area Affected:

This action encompasses approximately **570.976 acres** of land, described by metes and bounds in the attached Exhibit A. The tract consists of two sub-tracts and includes portions of property previously located in the Northlake ETJ.

City Council Action:

Resolution No. 754-25 is presented to City Council for formal acceptance of the District’s resolution. This action confirms the inclusion of the full District within Justin’s ETJ and supports the implementation of the previously executed **Development Agreement** between the City, the developer,

and the District.

City Attorney Review: Yes

Attachments:

1. Oliver Creek Proposed Resolution and Exhibit

RESOLUTION NO. 754-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, ACCEPTING A RESOLUTION FROM THE OLIVER CREEK RANCH MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY SELECTING THE CITY OF JUSTIN AS THE SOLE MUNICIPALITY TO EXERCISE AUTHORITY IN THE DISTRICT'S TERRITORY PURSUANT TO SECTION 54.0163 OF THE TEXAS WATER CODE; PROVIDING FOR INCORPORATION INTO THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Oliver Creek Ranch Municipal Utility District of Denton County (the "District") is a duly created and existing municipal utility district operating under Chapters 49 and 54 of the Texas Water Code; and

WHEREAS, the District is located in the extraterritorial jurisdictions ("ETJ") of both the City of Justin, Texas ("City") and the Town of Northlake, Texas; and

WHEREAS, pursuant to Section 54.0163 of the Texas Water Code, the Board of Directors of the District adopted a resolution on May 10, 2024, selecting the City of Justin as the sole municipality authorized to exercise authority within the District's boundaries; and

WHEREAS, Section 54.0163(c) of the Texas Water Code provides that no action or approval by any other municipality is required for the resolution to take effect, and such selection is effective as of the date of the District's resolution; and

WHEREAS, the District's boundaries are described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes, and include approximately 570.976 acres in Denton County, Texas, fully described in the resolution adopted by the District; and

WHEREAS, the City Council desires to formally acknowledge and accept the District's selection and confirm that the entirety of the District is now wholly contained within the City of Justin's extraterritorial jurisdiction.

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

SECTION 1. That the City Council hereby accepts and acknowledges the May 10, 2024, Resolution of the Board of Directors of the Oliver Creek Ranch Municipal Utility District of Denton County, selecting the City of Justin as the sole municipality authorized to exercise jurisdiction within the boundaries of the District, in accordance with Section 54.0163 of the Texas Water Code.

SECTION 2. That the property described in Exhibit "A" is hereby confirmed to be wholly contained within the City of Justin's extraterritorial jurisdiction.

SECTION 3. That this Resolution shall take effect immediately upon its passage.

.
DULY PASSED by the City Council of the City of Justin, Texas, on the 8th day of May 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

TRACT 1:

BEING, all of that 570.976 acres (24,871,702 square foot) tract of land situated in the William C. Harrison Survey, Abstract Number 523; the M.E.P.&P. R.R. Co. Survey, Abstract Number 908; the William Reed Survey, Abstract Number 1071; the Joseph Sutton Survey, Abstract Number 1151; and the S.F. Reynolds Survey, Abstract Number 1627 in Denton County, Texas; being all of that tract of land described in Special Warranty Deed to Denton Oliver Creek, LP. as recorded in Instrument Number 2021-229180 of the Official Records of Denton County, Texas; and being all of that tract of land described in Special Warranty Deed with Vendor's Lien to Joshua A. Bethke as recorded in Instrument Number 2022-31193 of the Official Records of Denton County, Texas; said 570.976 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2-inch iron with "OWEN 5560" cap found at the northeast corner of said Denton Oliver Creek tract; said point being in the south right-of-way line of F.M. 1384 (80-foot wide right-of-way); said point being the northwest corner of that tract of land described as Tract One in Warranty Deed to Henry A. Pennington, Janice K. Coomer and Gary Michael Pennington as recorded in Volume 1474, Page 811 of the Deed Records of Denton County, Texas;

THENCE, with the east line of said Denton Oliver Creek tract, the following three (3) courses and distances:

South 00 degrees 21 minutes 00 seconds East, a distance of 973.41 feet to a 1/2-inch iron with "OWEN 5560" cap found for corner; said point being the southwest corner of said Pennington tract; said point being in the north line of that tract of land described in Special Warranty Deed to Susan H. Michaud, et al as recorded in Volume 4345 Page 516 and Volume 4345, Page 522 of said Deed Records;

South 87 degrees 10 minutes 00 seconds West, a distance of 712.46 feet to a 1/2-inch iron with "OWEN 5560" cap found at the northwest corner of said Michaud tract;

South 00 degrees 13 minutes 01 seconds East, with the west line of said Michaud tract, a distance of 2,055.21 feet to a point at the southeast corner of said Denton Oliver Creek tract; said point being in the north line of that called 411.268 acre tract of land described in Special Warranty Deed with Reservation of Reserved Substances to Justin Timberbrook, LLC as recorded in Instrument Number 2016-55837 of said Official Records;

THENCE, with the south line of said Denton Oliver Creek tract, the following twenty (20) courses and distances:

South 80 degrees 38 minutes 21 seconds West, along an old barbed wire fence, at a distance of 24.5 feet passing a wood fence corner post found, continuing in all a total distance of 197.40 feet to a point for corner;

South 79 degrees 48 minutes 06 seconds West, along said fence, a distance of 122.22 feet to a point for corner;

South 77 degrees 15 minutes 37 seconds West, along said fence, a distance of 173.28 feet to a point for corner;

South 75 degrees 33 minutes 19 seconds West, along said fence, a distance of 59.27 feet to a point for corner;

South 70 degrees 53 minutes 37 seconds West, along said fence, a distance of 103.09 feet to a point for corner;

South 67 degrees 32 minutes 32 seconds West along said fence, a distance of 112.17 feet to a point for corner;

South 79 degrees 28 minutes 02 seconds West, along said fence, a distance of 146.75 feet to a wood fence corner post found for corner;

South 78 degrees 00 minutes 08 seconds West, along said fence, a distance of 72.98 feet to a wood fence corner post found for corner;

South 89 degrees 40 minutes 49 seconds West, departing said fence, a distance of 136.91 feet to a point for corner;

South 00 degrees 19 minutes 11 seconds East, a distance of 136.70 feet to a point for corner;

South 88 degrees 49 minutes 57 seconds West, a distance of 506.57 feet to a point at the northwest corner of said 411.268 acre tract; said point being the northeast corner of that called 241.210 acre tract of land described in Special Warranty Deed to Justin Timberbrook, LLC as recorded in Instrument Number 2017-5803 of said Official Records;

South 86 degrees 30 minutes 23 seconds West, a distance of 130.74 feet to a point for corner;

South 88 degrees 05 minutes 08 seconds West, a distance of 888.24 feet to a point for corner;

North 88 degrees 19 minutes 54 seconds West, a distance of 342.20 feet to a 3/8 inch iron rod found for corner;

South 89 degrees 52 minutes 01 seconds West, a distance of 690.08 feet to a 3/8 inch iron rod found for corner;

South 89 degrees 08 minutes 49 seconds West, a distance of 205.87 feet to a 5/8 inch iron rod found at the northwest corner of said 241.210 acre tract; said point being the northeast corner of that called 18.000 acre tract of land described in General Warranty Deed to Keo Chanthalath, et al as recorded in Instrument Numbers 2012-136327 and 2013-2597 of said Official Records;

North 89 degrees 44 minutes 49 seconds West, a distance of 418.46 feet to a 1/2 inch iron rod found at the northwest corner of said 18.000 acre tract; said point being the northeast corner of that tract of land described as Tract 1 in Special Warranty Deed to Justin Timberbrook, LLC as recorded in Instrument Number 2017-4977 of said Official Records;

South 89 degrees 51 minutes 07 seconds West, a distance of 651.30 feet to a 1/2 inch iron rod found for corner;

North 00 degrees 38 minutes 39 seconds East, a distance of 352.67 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 32 minutes 14 seconds West, at a distance of 987.44 feet passing a 1/2 inch iron rod with "COLEMAN RPLS 4001" cap found, at a distance of 2,777.28 passing a 1/2 inch iron rod with illegible cap found for corner, at a distance of 4,527.42 feet passing a 1/2 inch iron rod with "COLEMAN RPLS 4001" cap found, continuing in all a total distance of 5,409.40 feet to 1/2 inch iron rod with "COLEMAN RPLS 4001" cap found at the southwest corner of said Denton Oliver Creek tract and the northwest corner of said Tract 1; said point being in the east line of that tract of land described in Special Warranty Deed to JNJDF, Ltd. as recorded in Instrument Number 2008-85490 of said Official Records;

THENCE, North 00 degrees 06 minutes 11 seconds East, with the west line of said Denton Oliver Creek tract and with the east line of said JNJDF tract, a distance of 1,055.11 feet to a wood fence corner post found at the northwest corner of said Denton Oliver Creek tract; said point being in the south line of that

tract of land described as Tract 10 in Special Warranty Deed to Trustee of the Mark Wallace Exempt Family Trust, et al as recorded in Instrument Number 2019-157304 of said Official Records;

THENCE, South 89 degrees 13 minutes 25 seconds East, with the north line of said Denton Oliver Creek tract and with the south line of said Tract 10, a distance of 2,633.65 feet to a wood fence corner post found; said point being the southeast corner of said Tract 10;

THENCE, North 00 degrees 07 minutes 19 seconds East, with the west line of said Denton Oliver Creek tract and with the east line of said Tract 10, a distance of 2,009.39 feet to a wood fence corner post found at the most northerly northwest corner of said Denton Oliver Creek tract; said point being in the south line of that tract of land described as Tract 11 in said Special Warranty Deed to Trustee of the Mark Wallace Exempt Family Trust;

THENCE, South 88 degrees 59 minutes 56 seconds East, with the north line of said Denton Oliver Creek tract, a distance of 2,826.49 feet to a wood fence corner post found at a salient corner in the north line of said Denton Oliver Creek tract; said point being in the west line of that called 43.439 acre tract of land described in Special Warranty Deed to Billie Louise Brasher as recorded in Instrument Number 2021-12751 of said Official Records;

THENCE, South 01 degrees 10 minutes 06 seconds West, with the west line of said 43.439 acre tract, a distance of 2,362.40 feet to a point for corner; from said point a 3/8-inch iron rod found bears South 49 degrees 42 minutes West, a distance of 1.4 feet;

THENCE, with the north line of said Denton Oliver Creek tract and the south line of said 43.439 acre tract, the following three (3) courses and distances:

North 89 degrees 41 minutes 24 seconds East, a distance of 689.40 feet to a point for corner;

North 00 degrees 40 minutes 55 seconds West, a distance of 311.78 feet to a point for corner;

North 89 degrees 19 minutes 09 seconds East, a distance of 1,240.70 feet to a wood fence corner post found at the southeast corner of said 43.439 acre tract;

THENCE, North 00 degrees 23 minutes 18 seconds West, with the west line of said Denton Oliver Creek tract, a distance of 2,290.64 feet to a wood fence corner post found; said point being the northeast corner of that tract of land described as Tract Two in Special Warranty Deed to Peggy DeAnne Hatfield as recorded in Instrument Number 2021-12752 of said Official Records; said point being in the south line of said F.M. 1384;

THENCE, with the north line of said Denton Oliver Creek tract and the south line of said F.M. 1384, the following five (5) calls:

South 89° 43' 00" East, a distance of 919.41 feet to a point for corner;

South 89° 59' 19" East, a distance of 1,874.35 feet to a point for corner at the beginning of a tangent curve to the right;

In a southeasterly direction, with said curve to the right, an arc length of 177.93 feet, having a radius of 911.89 feet, a central angle of 11° 10' 47", and a chord which bears South 84° 23' 56" East, 177.65 feet to a point for corner;

South 78° 48' 32" East, a distance of 700.66 feet to a 1/2-inch iron with "OWEN 5560" cap found for corner at the beginning of a tangent curve to the left;

In a southeasterly direction, with said curve to the left, an arc length of 44.41 feet, having a radius of 749.85 feet, a central angle of 03° 23' 36", and a chord which bears South 80° 30' 20" East,

44.40 feet to the POINT OF BEGINNING and containing a GROSS AREA of 570.976 acres or 24,871,702 square feet of land, more or less.

Save & Except that 10.208 acre tract of land described in General Warranty Deed to Denton Stuart Ridge, LLC as recorded in Instrument No. 2022-106864 of the Official Public Records of Denton County, Texas.

leaving a NET AREA of 560.767 acres or 24,427,027 square feet of land, more or less.

TRACT 2

BEING, all of that 10.208 acres (444,675 square foot) tract of land situated in the Joseph Sutton Survey, Abstract Number 1151 in Denton County, Texas; being all of that tract of land described in General Warranty Deed to Denton Stuart Ridge, LLC. as recorded in Instrument Number 2022-106864 of the Official Records of Denton County, Texas; said 10.208 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 3/8-inch found in the south line of that tract of land described in Special Warranty Deed to Denton Oliver Creek, LP. as recorded in Instrument Number 2021-229180 of said Official Public Records; from said point a 3/8-inch found bears South 89 degrees 52 minutes 01 seconds West, a distance of 690.08 feet;

THENCE, North 63 degrees 04 minutes 17 seconds East, departing the south line of said Denton Oliver Creek tract, a distance of 899.82 feet to the POINT OF BEGINNING;

THENCE, North 21 degrees 53 minutes 14 seconds West, a distance of 605.00 feet to a point for corner; from said point a wood fence corner post found at the southeast corner of land described in Special Warranty Deed to Billie Louise Brasher as recorded in Instrument Number 2021-12751 of said Official Records bears North 58 degrees 27 minutes 14 seconds West, a distance of 708.50 feet;

THENCE, North 68 degrees 06 minutes 46 seconds East, a distance of 735.00 feet to a point for corner;

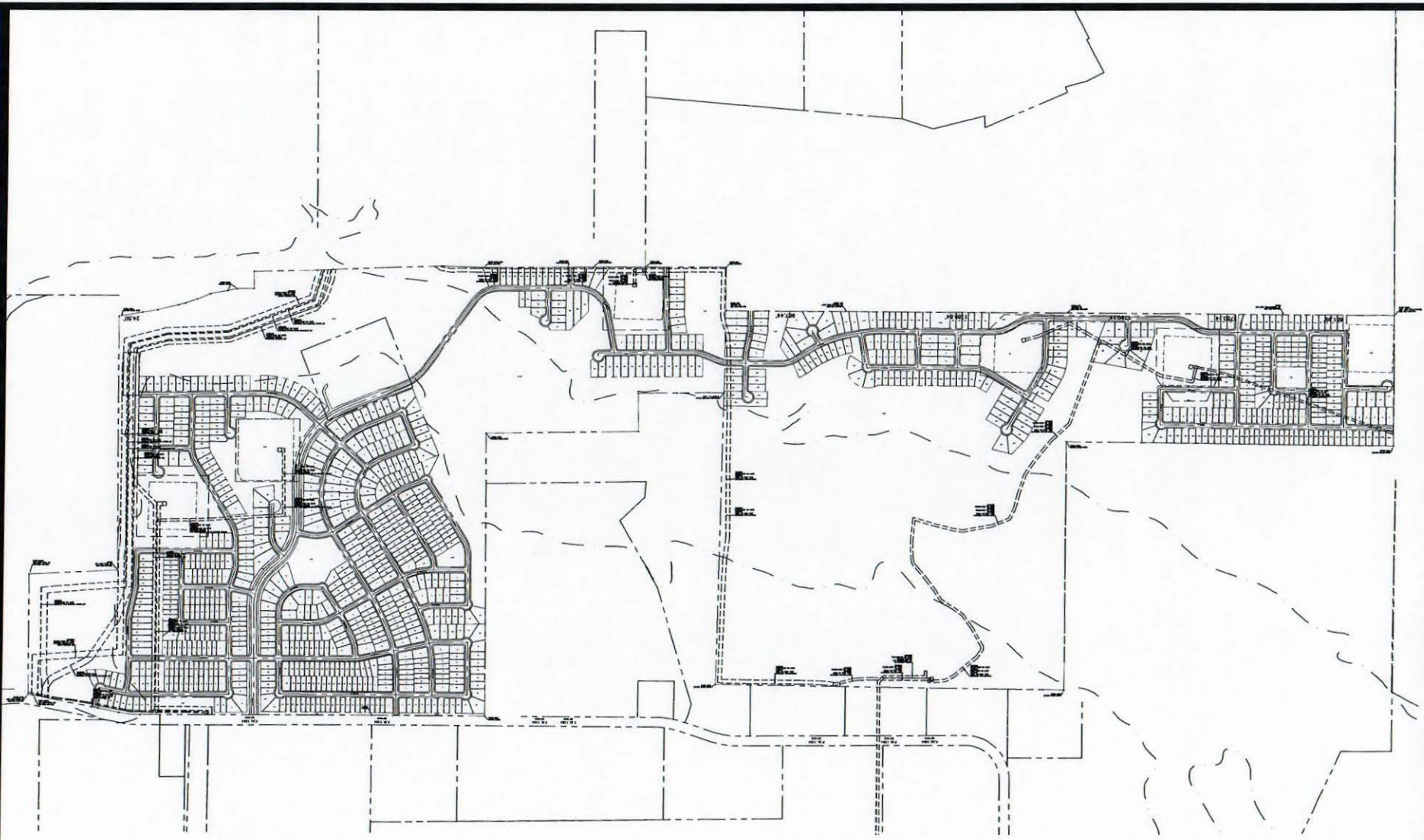
THENCE, South 21 degrees 53 minutes 14 seconds East, a distance of 605.00 feet to a point for corner;

THENCE, South 68 degrees 06 minutes 46 seconds East, a distance of 735.00 feet to the POINT OF BEGINNING and containing an area of 10.208 acres or 444,675 square feet of land, more or less.



BGE, Inc.
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Frisco, TX 75034
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BGE Registration No. 1-1006

OLIVER CREEK RANCH LANDPLAN
JUSTIN ETJ
MAY 2024



Oliver Creek Ranch Lot Breakdown		
40s	50s	60s
364	385	282
TOTAL	60s	1031



City Council Coversheet
May 8, 2025
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider approving Resolution 755-25 authorizing the Notice of Intent to Proceed with the Old Town Phase 3 and FM 156 Corridor Plan; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration based upon the information.

Background:

Purpose:

The below information provides an update on the Phase III implementation of the Old Town Plan and outlines the City's commitment to concurrently move forward with planning for the FM 156 Corridor. The proposed efforts are consistent with the schedule previously reviewed by Council and are aligned with the City's strategic vision for downtown revitalization and corridor development.

Old Town Plan – Phase III:

City Council has directed staff to proceed with Phase III of the Old Town Plan. The project schedule has been finalized as follows:

- **May 8:** Notice to Proceed
- **May–July:** Data collection, public engagement, and site visits
- **July 29–31:** Charrette Week
- **August–October:** Master Plan drafting and public meetings
- **November:** Public hearings and potential adoption

This phase includes in-depth analysis of existing conditions, regional case studies (e.g., Celina and McKinney), code refinement, and the creation of a comprehensive master plan for Old Town Justin.

FM 156 Corridor Planning:

In addition to the Old Town effort, Council also directed staff to begin planning for the FM 156 Corridor. This planning process is scheduled to begin concurrently and will extend through early 2026 with the following key milestones:

- **February:** Corridor draft plan and committee review
- **March/April:** Public hearings and potential adoption

Funding:

The total cost of the FM 156 Corridor planning effort is approximately **\$300,000**. Following consultation with the Chief Financial Officer, it has been confirmed that the City is projected to generate approximately **\$700,000 more in revenue** this fiscal year than originally anticipated from additional permits. As such, the proposed funding for the FM 156 Corridor Plan will be drawn from **fund balance**.

City Attorney Review: No

Attachments:

1. Resolution Notice to Proceed OT

RESOLUTION NO. 755-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING THE COMMENCEMENT OF THE OLD TOWN PLAN PHASE III AND THE FM 156 CORRIDOR PLANNING PROJECTS; APPROVING THE ASSOCIATED FUNDING FROM FUND BALANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Justin, Texas ("City") has identified the revitalization of Old Town Justin and the planning for the FM 156 Corridor as strategic priorities; and

WHEREAS, the City Council previously reviewed and directed staff to proceed according to the proposed schedule for Old Town Plan Phase III and initiate planning efforts for the FM 156 Corridor; and

WHEREAS, the FM 156 Corridor planning effort is estimated to cost approximately \$300,000; and

WHEREAS, the City Council finds it to be in the best interest of the City to fund the FM 156 Corridor planning project from the City's fund balance without adversely impacting operational needs.

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

SECTION 1. That the City Council hereby authorizes City staff to proceed with the Old Town Plan Phase III and the FM 156 Corridor planning projects in accordance with the schedule previously reviewed by Council.

SECTION 2. That the City Council approves the use of fund balance in the amount of \$300,000 for the FM 156 Corridor planning project.

SECTION 3. That this Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin, Texas, on the 8th day of May 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
May 8, 2025
415 N. COLLEGE AVE.

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider approving Resolution 756-25, authorizing the City Manager to execute and negotiate an agreement with Glacier Property Management; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends the City Council approve Resolution 756-25, as presented.

Background:

Overview:

The City of Justin has been presented with a proposed Property Management Agreement with Glacier Commercial Realty, L.P., for the management of two City-owned properties: **112 W. 4th Street** and **117 W. 4th Street**. This contract outlines Glacier's responsibilities for managing, operating, and maintaining these properties, excluding the interiors of the buildings. The cost of these services shall be paid for by the tenant through the lease rate.

Legal Review:

The proposed agreement has been reviewed by the City Attorney. While the general structure and intent of the contract are acceptable, there are several provisions that require revision or clarification before execution. These revisions are necessary to ensure that the City's interests are fully protected and that the terms align with standard municipal contracting practices.

Next Steps:

The resolution before City Council authorizes the City Manager to finalize and execute the agreement **subject to final legal review and approval by the City Attorney**. This step is necessary to incorporate the required modifications and ensure legal sufficiency before proceeding.

Please let me know if you have any questions or require a detailed summary of the changes recommended by legal counsel.

City Attorney Review: Yes

Attachments:

1. Example Agreement
2. Property Management Agreement Resolution



PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (this "Agreement") is entered into effective as of, April 25, 2025 by and between Glacier Commercial Realty, L.P. a Texas limited partnership ("Manager"), and City of Justin ("Owner").

IN CONSIDERATION of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I **APPOINTMENT AND TERM**

1.1 Appointment. Owner hereby appoints Manager as Owner's sole and exclusive managing agent for the purposes of managing, operating, and maintaining the real estate and improvements located 112 W. 4th Street and 117 W. 4th Street (the "Property") in accordance with this Agreement. This will be for the management of the property owners scope for the development as a whole and does not include the management of interior of buildings. Manager hereby accepts such appointment. Nothing in this Agreement shall prohibit Manager from managing other properties, including properties that may be competitive with the Property.

1.2 Term. The term of this Agreement shall commence as of the date of this Agreement and shall continue until either Owner or Manager terminates this Agreement by providing at least thirty (30) days written notice to the other party (the "Term"), unless earlier terminated as provided in this Agreement.

ARTICLE II **REPRESENTATIONS AND COVENANTS**

2.1 Owner's Representations. Owner represents and warrants that:

(a) Owner has full rights and authority to engage and appoint Manager for the purposes and consideration set forth in this Agreement;

(b) Owner is duly organized, validly existing and in good standing under the laws of the State of Texas, and is duly authorized and qualified to do business in the State of Texas; and

(c) This Agreement represents a binding obligation of Owner, enforceable in accordance with its terms.

2.2 Manager's Representations and Covenants. Manager represents, warrants and covenants that:

(a) Manager has full rights and authority to enter into this Agreement for the purposes and consideration set forth in this Agreement;

(b) Manager is duly organized, validly existing, and in good standing under the laws of the State of Texas, and is duly authorized and qualified to do business in the State of Texas;

(c) This Agreement represents a binding obligation of Manager, enforceable in accordance with its terms.

(d) Manager shall, with respect to the services described in this Agreement to be performed by Manager, (i) use commercially reasonable efforts, skill, judgment, and abilities in performing such services, (ii) reasonably cooperate with Owner in performing such services, (iii) comply in all material respects with each applicable federal, state, and local statute, ordinance, and regulation affecting the Property and such services, and (iv) perform such services in all material respects accordance with industry standards applicable to similarly-situated properties in the geographic area in which the Property is located.

ARTICLE III **MANAGER'S AUTHORITY**

3.1 General Authority. Manager shall have the exclusive authority, right and power to operate and manage the Property, all or any of which may be exercised in the name of Owner. Except as specifically set forth in this Agreement, but subject to the terms and provisions of this Agreement, all obligations or expenses incurred by Manager pursuant to its authority under this Agreement and within the scope of the services to be performed by Manager under this Agreement shall be for the benefit and account of, on behalf of, and at the expense of Owner, and Owner expressly agrees to assume and pay any and all such obligations and expenses.

3.2 Expenditure Authority. Manager shall have the right to spend, on behalf of and at the expense of Owner, all reasonable amounts as may be necessary in Manager's performance of the services described in this Agreement. Maximum amount to be authorized at any given time is \$5,000 without written consent of Owner. Manager shall furnish Owner with a full accounting of all expenditures made by Manager under this Agreement.

3.3 Repairs and Maintenance. Manager shall have the authority to (a) make or cause to be made all repairs, replacements, and capital improvements necessary to maintain and preserve the Property in good and tenantable condition; (b) make all alterations required to comply with any lease, governmental, or insurance requirements; (c) enter into contracts on behalf of Owner for all necessary repairs, replacements, alterations, maintenance, and other services, in accordance with Section 3.7; (d) pay all bills incidental to the Property; and (e) place orders on behalf of Owner for such equipment, tools, appliances, materials, and supplies as are reasonable and necessary to properly repair and maintain the Property.

3.4 Collection of Rents and Charges. Manager shall have the authority to collect (a) rents, reimbursements, and other items payable by tenants, and give receipts for such payments on behalf of Owner; (b) a late rent administrative charge and a charge for checks dishonored by nonpayment, each to the extent permitted under the applicable lease and by applicable law; and (c) all other charges to the extent permitted under the applicable lease and by applicable law.

3.5 Security Deposits. Manager shall have the right to collect security deposits and deposit such funds to an operating account specified by Owner. ~~Manager shall have the right, if appropriate, to refund tenants' security deposits at the expiration of leases.~~

3.6 Personnel. Manager shall employ such personnel as are reasonably necessary in order to perform Manager's duties under this Agreement. Such personnel shall be solely under the supervision and direction of Manager and shall not be deemed to be employees of Owner, and Owner shall have no right to supervise or direct such employees. Owner shall have no obligation or liability with respect to any salaries, wages, benefits costs, or other compensation, or withholding or unemployment taxes, with respect to personnel employed by Manager.

3.7 Service Contracts and Professional Services. Manager shall have the authority, in the name and on behalf of Owner, to enter into contracts for utilities, pest control, trash removal, landscaping, maintenance, construction, security, and other services as are deemed by Manager to be necessary or advisable for the operation, repair or maintenance of the Property. If Manager enters into any such contract with an affiliate of Manager, such contract must be on market-rate terms. Manager shall also have the authority to engage, at the expense of Owner, such legal, accounting, and other professionals as Manager deems necessary in connection with the operation of the Property.

~~3.8 Disbursements. Manager is authorized to disburse funds from the Gross Receipts (as defined in Section 6.2) during the Term in the order set forth below:~~

~~(a) — the Property Management Fee (as defined in Section 6.1), any unpaid Construction Management Fee (as defined in Section 6.3), and all amounts to be reimbursed under Section 6.4 shall be paid to Manager;~~

~~(b) — amounts for debt service (if Owner requests Manager to pay such amounts), taxes, special assessments, and insurance premiums for the Property shall be paid prior to delinquency to the persons and entities entitled to such payments;~~

~~(c) — amounts for all other expenses of the Property shall be paid prior to delinquency to the persons and entities entitled to such payments;~~

~~(d) — any reserves deemed reasonably necessary by Manager for the operation, repair, or maintenance of the Property during the next thirty (30) days, and any other reserves Owner or its mortgage lender has directed to be retained, shall be retained by Manager for such purpose or deposited into an account designated by Owner for such purpose; and~~

~~(e) — any remaining Gross Receipts after payment or retention of all of the above amounts (“Net Proceeds”) shall be paid on a periodic basis as designated by Owner (which shall not be more often than monthly unless otherwise agreed by Manager) to Owner or to Owner’s equity holder(s), as directed by Owner. Any payments made to Owner’s equity holder(s) shall be deemed for all purposes to have been paid to Owner and then immediately distributed by Owner to its equity holder(s).~~

~~3.9 Payment Shortfalls. If, at any time, Gross Receipts are not sufficient to pay the debt service, taxes, special assessments, insurance premiums, and other expenses of the Property, Manager shall submit to Owner a statement of all remaining unpaid expenses, and Owner shall promptly provide Manager with sufficient funds to pay those expenses. In the event of any such shortfall, Manager shall have no obligation to advance any of its own funds to pay such shortfall, and Manager shall be obligated to perform its duties under this Agreement that are to be performed at Owner’s expense only to the extent that Owner provides funds to pay such shortfall.~~

ARTICLE IV

DUTIES AND OBLIGATIONS OF MANAGER

4.1 Maintenance and Repair of Property. Manager shall, at Owner’s sole expense, maintain the Property in good and tenantable condition, reasonable wear and tear excepted.

4.2 Books and Records. Manager shall keep accurate books of account and records reflecting the operation of the Property. Such books and records shall be kept in all material respects in accordance with accepted accounting practices. Manager shall allow Owner and its accountants, attorneys, and agents the right to inspect such books and records at Manager’s office during normal business hours,

following reasonable advance notice to Manager. Manager shall not be responsible for the preparation of Owner's income or franchise tax returns.

4.3 Bank Accounts and Collections. Manager shall deposit all sums collected pursuant to this Agreement (~~less any sums properly deducted as provided in this Agreement~~) in an account in the name of Owner in a financial institution mutually agreeable to the parties. ~~One or more of Manager's designated managers and/or employees shall have signature and withdrawal authority on such account. Manager shall use commercially reasonable efforts to collect, on behalf of Owner, all rents, reimbursements, and other items payable by tenants by the respective due dates set forth in the leases.~~

4.4 Reports. ~~Manager shall, upon such periodic schedule as the parties may mutually agree (but no more often than once each calendar quarter unless otherwise agreed by Manager), deliver to Owner a report of all receipts and disbursements for the Property for the applicable period.~~

ARTICLE V

TERMINATION

5.1 Termination by Either Party for Breach. This Agreement may be terminated by either party at any time if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party describing such breach.

5.2 Termination on Sale. This Agreement shall be automatically terminated at the closing of Owner's sale of the entire Property.

5.3 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, Manager and Owner shall have no further obligations or duties to each other, except (a) promptly after expiration or termination, Manager shall deliver to Owner (i) a final accounting for the Property, (ii) all Net Proceeds and tenant security deposits, if any, held by Manager (which shall be delivered to Owner's equity holder(s) if so directed by Owner in accordance with Section 3.8(e)), and (iii) all records, contracts, leases, unpaid bills, and keys pertaining to the Property that are in Manager's possession, (b) Owner shall remain obligated to pay Manager a prorated portion of the Property Management Fee (as defined in Section 6.1) for the month of expiration or termination, based on the number of days elapsed in such month through and including the expiration or termination date, and (c) Owner shall remain obligated to pay any unpaid Construction Management Fee (as defined in Section 6.3) and to reimburse Manager under Section 6.4 for all amounts incurred by Manager on or before the expiration or termination date.

ARTICLE VI

COMPENSATION OF MANAGER

6.1 Property Management Fee. During the Term, Owner agrees to pay Manager for its services under this Agreement a monthly management fee of the greater of 7.5% psf per month of gross monthly receipts or \$600 per month. ("Property Management Fee"). A one-time on-boarding fee of \$1,000 will be charged to establish the property and set up accounts, etc.

6.2 Gross Receipts. The term "Gross Receipts" shall mean all receipts collected from the use, operation, or occupancy of the Property including, without limitation, rent payments; tax, insurance, operating expense, common area maintenance, utility, and other "triple net" payments and reimbursements; late charges; payments made for the termination, modification, or assignment of any lease; damages by reason of any lease default (including, without limitation, applications of security deposits); vending income; proceeds of rental interruption insurance; and all other amounts paid by tenants and occupants; but shall interest on bank accounts, proceeds of hazard or liability insurance

policies, tax abatement awards, awards from eminent domain proceedings, rent discounts and concessions, and discounts and dividends on insurance policies.

6.3 Construction Management Fee. If Manager manages any construction, improvements, or significant repairs (not including routine maintenance), Owner shall pay to Manager for such management services a fee equal to five percent (5%) of the total cost of the work ("Construction Management Fee"). Such fee shall be due within ten (10) days after completion of the work.

6.4 Reimbursements. In addition to the Property Management Fee and Construction Management Fee, Owner shall reimburse Manager on demand for any out-of-pocket costs and expenses incurred by Manager with respect to performing its duties under this Agreement; provided, that Owner shall not be required to reimburse Manager for any of Manager's overhead or general administrative costs or expenses; for the salaries, wages, benefits costs, or other compensation, or withholding or unemployment taxes, with respect to personnel employed by Manager; or for the cost of any insurance maintained by Manager under Section 7.3. Nothing in this Section shall be deemed to require Manager to expend or advance any of Manager's funds for the payment of any cost or expense under this Agreement.

ARTICLE VII

INDEMNITY AND INSURANCE

7.1 Indemnity by Manager. Manager shall indemnify, defend, and hold Owner and its members, managers, directors, officers, employees, agents, and representatives harmless from and against any and all costs, expenses (including reasonable attorneys' fees), damages, losses, liabilities, judgments, penalties, suits, demands, actions, and causes of action, to the extent arising from the gross negligence or willful misconduct of Manager or the breach by Manager of this Agreement. The terms of this Section shall survive the expiration or termination of this Agreement.

7.2 Indemnity by Owner. Owner shall indemnify, defend, and hold Manager and its members, managers, directors, officers, employees, agents, and representatives harmless from and against any and all costs, expenses (including reasonable attorneys' fees), damages, losses, liabilities, judgments, penalties, suits, demands, actions, and causes of action, to the extent arising from the gross negligence or willful misconduct of Owner or the breach by Owner of this Agreement. The terms of this Section shall survive the expiration or termination of this Agreement.

7.3 Insurance. During the Term, Owner shall carry, at Owner's expense, (a) commercial general liability insurance with limits of at least \$1,000,000 per occurrence, and (b) property insurance on the Property as is required by Owner's mortgage lender (or otherwise as is commercially reasonable for property owners to maintain on similarly-situated properties in Tarrant County, Texas). Owner's insurance will be primary to, and will not seek contribution from, any other insurance available to Manager. At Owner's request, Manager may allow Owner to participate in Manager's insurance program to obtain the above insurance coverages on Owner's behalf and at Owner's expense. In the event that Manager's insurance program purchases the insurance, Manager's insurance will be primary to, and will not seek contribution from, any other insurance available to Owner. The insurance required under this Section may be maintained under a blanket policy obtained by an affiliate of a party, so long as the policy otherwise satisfies the requirements of this Section. Owner shall furnish Manager certificates evidencing the insurance required by this Section upon request.

7.4 Release of Claims; Waiver of Subrogation. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EACH PARTY RELEASES THE OTHER FROM ALL CLAIMS AND LIABILITIES THAT ARE COVERED BY THE RELEASING PARTY'S INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE RELEASING PARTY FAILS TO MAINTAIN THE COVERAGES REQUIRED BY THIS AGREEMENT. EACH PARTY SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR

SELF-INSURED RETENTION UNDER ITS INSURANCE. EACH PARTY SHALL NOTIFY ITS ISSUING INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS SECTION AND SHALL HAVE ALL INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE SHALL NOT APPLY IF IT INVALIDATES THE INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS SECTION SHALL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT SHALL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

ARTICLE VIII

MISCELLANEOUS

8.1 No Partnership. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture relationship between Owner and Manager. Manager is and shall at all times be deemed to be an independent contractor of Owner.

8.2 Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal or overnight ` , or by registered or certified United States mail (with return receipt requested) or by electronic mail transmission, and addressed as set forth as set forth on the signature page to this Agreement. Notices shall be deemed delivered upon actual receipt, as evidenced by the delivery receipt signed on behalf of the recipient, return receipt, or read receipt. Each party shall have the right to change its notice address by giving notice to the other party in the manner set forth in this Section.

8.3 Governing Law; Jurisdiction. This Agreement is to be governed by the laws of the State of Texas, without giving effect to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of any court in Tarrant County, Texas with subject matter jurisdiction for any action arising out of matters related to this Agreement. Each party waives the right to commence an action in connection with this Agreement in any court outside Tarrant County, Texas.

8.4 Dispute Resolution. If any dispute arises between the parties related to this Agreement, the parties shall negotiate in good faith in an effort to resolve the dispute. If the dispute cannot be resolved by negotiation, either party may give written notice to the other party requiring the parties to attempt to resolve the dispute by mediation. Except in those circumstances where a party reasonably believes that an applicable statute of limitations period is about to expire, or a party requires injunctive or equitable relief, the parties are obligated to use this mediation procedure before initiating a lawsuit, arbitration, or any other action. Within seven (7) days after receipt of the mediation notice, each party must deliver a written designation to all other parties stating the names of one or more individuals with authority to resolve the dispute on such party's behalf. Within fourteen (14) days after receipt of the mediation notice, the parties shall make a good faith effort to select a qualified mediator to mediate the dispute. If the parties are unable to timely agree upon a mutually acceptable mediator, any party may request the American Arbitration Association to appoint a mediator, which appointment shall be binding on both parties. In consultation with the mediator, the parties shall promptly designate a mutually convenient time and place in Tarrant, Texas, for the mediation that is no later than thirty (30) days after the date the mediator is selected or appointed. In the mediation, each party must be represented by a person or persons with authority and discretion to negotiate a resolution of the dispute, and each party may be represented by legal counsel. The mediation shall be governed by applicable provisions of Chapter 154 of the Texas Civil Practice and Remedies Code and such other rules as the mediator may prescribe. The fees and expenses of the mediator shall be shared equally between parties. This Section shall survive the expiration or termination of this Agreement.

8.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns; provided, however, that neither party may assign any of its rights under this Agreement without the prior written consent of the other party.

8.6 Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party. The failure by any party to specifically enforce any term or provision hereof or any rights of such party hereunder shall not be construed as the waiver by that party of its rights hereunder. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. Unless otherwise specifically noted, all references to Articles and Sections as used in this Agreement refer to the Articles and Sections of this Agreement. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

8.7 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior agreements relative to such subject matter which are not contained herein are terminated.

8.8 Amendments. Amendments or modifications may be made to this Agreement only by setting forth such amendments or modifications in a document executed by both parties.

8.9 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, then the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

8.10 Further Assurances. Each party, upon the reasonable request of the other party, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

8.11 Section Headings. The article and section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any article or section.

8.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one document.

8.13 Time is of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

8.14 Force Majeure. Any delay in the performance of any obligation of Manager or Owner under this Agreement (except the payment of any monetary obligation) shall be excused to the extent that such delay is caused by war, national emergency, natural disaster, strike, labor disputes utility failure, governmental regulation, riot, act of terrorism, adverse weather, shortage of labor or materials, or other cause not within the control of such party, and any time periods required for performance shall be extended accordingly.

8.15 Attorneys' Fees. If Manager or Owner is the prevailing party in any legal proceeding brought as a result of a dispute under this Agreement or any transaction related to or contemplated by this Agreement, such party shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

8.16 Manager will approve invoices for the Owner to pay out of the Operating Account, however, Manager will not have access to said account. Owner will give Manager reports as needed to reconcile expenses and income.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first referenced above.

MANAGER

Glacier Commercial Realty, L.P.

By: _____

Name: Steve Shrum

Title: Managing Partner

Notice Address:

1807 Keller Pkwy, #200

Keller, TX 76248

Attn: Tracy Miller

Email: tracy@glaciercommercial.com

OWNER/MANAGER

Name:

Title:

Notice Address:

RESOLUTION NO. 756-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROPERTY MANAGEMENT AGREEMENT WITH GLACIER COMMERCIAL REALTY, L.P. FOR THE MANAGEMENT OF CITY-OWNED PROPERTIES LOCATED AT 112 W. 4TH STREET AND 117 W. 4TH STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin owns the real properties located at 112 W. 4th Street and 117 W. 4th Street; and

WHEREAS, the City desires to engage a professional property management firm to oversee the general maintenance, operations, and management of said properties; and

WHEREAS, Glacier Commercial Realty, L.P. has submitted a proposed Property Management Agreement and is qualified and capable of performing the services required by the City; and

WHEREAS, the proposed Agreement has been reviewed by the City Attorney, and certain provisions will require revision or clarification to protect the City's legal and financial interests; and

WHEREAS, the City Council desires to authorize the City Manager to finalize and execute the Agreement, contingent upon final review and approval by the City Attorney.

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

SECTION 1. That the City Council hereby authorizes the City Manager to negotiate, finalize, and execute a Property Management Agreement with Glacier Commercial Realty, L.P. for the management of the properties located at 112 W. 4th Street and 117 W. 4th Street.

SECTION 2. That such execution shall be contingent upon final review and approval of the Agreement by the City Attorney to ensure the Agreement is in the best interest of the City of Justin.

SECTION 3. That this Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin, Texas, on the 8th day of May 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
May 8, 2025
415 N. COLLEGE AVE.

Agenda Item: 1. (PUBLIC HEARING(S))

Title: Conduct a Public Hearing and consider adopting Ordinance 802-25, first reading, approving a Strategic Service Agreement with Traditions Municipal District No. 2C; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends approval with the following conditions:

1. City Attorney to approve the agreement
 2. A SITEUS agreement or arrangement to be included in the Strategic Services Agreement.
-

Background:

Overview

The City of Justin is in the final stages of formalizing a Strategic Partnership Agreement (SPA) with Tradition Municipal Utility District No. 2C of Denton County under Section 43.0751 of the Texas Local Government Code. This agreement allows the City to annex the district for limited purposes and collect sales and use taxes generated within the district. Per the terms of the agreement, the City will retain **50% of all collected sales and use tax revenues**, with the remaining 50% remitted to the District.

Additionally, the final agreement will incorporate a **SITEUS (Sales and Use Tax Estimated Use Structure)** provision that ensures material sales tax revenue generated during vertical construction is collected and allocated by the City.

Estimated Positive Fiscal Impact to the City

Based on the development analysis and revenue projections provided, the City is expected to receive the following benefits through the combined sales tax allocation and SITEUS component. The tax sharing agreement is an annual payment and the SITEUS payment is one time.

Revenue Source	Total Estimated Revenue	City Share (50%)
Hillwood Development Sales Tax	\$967,019	\$483,510
SITEUS Construction Sales Tax	\$3,054,000	\$1,527,000
Total to City		\$2,010,510

Note: This does not include long-term property tax revenue or service assessments which may be added upon full annexation or service extension.

Agreement Status

- The draft SPA has been reviewed by staff and includes all required procedural elements including hearings, notices, and tax sharing provisions.
- **The City Attorney is currently completing the final legal review**, and the agreement will not be considered fully executed until legal review is complete.
- **A SITEUS provision will be included in the final agreement** to maximize and protect construction-related sales tax revenues for the City.

Next Steps

- Finalize legal review of the SPA document.
- Incorporate the SITEUS provisions.
- Schedule consideration for adoption by City Council.
- File notice with the Texas Comptroller upon adoption to begin tax collection.

City Attorney Review: Yes

Attachments:

1. Strategic Partnership Agreement (18488)
2. Strategic Services Agreement- Ordinance

**STRATEGIC PARTNERSHIP AGREEMENT BY AND BETWEEN
THE CITY OF JUSTIN, TEXAS AND
TRADITION MUNICIPAL UTILITY DISTRICT NO. 2C OF DENTON COUNTY**

STATE OF TEXAS §

COUNTY OF DENTON §

This Strategic Partnership Agreement (this “Agreement”) is entered into by the City of Justin, Texas (the “City”), and Tradition Municipal Utility District No. 2C of Denton County, a political subdivision of the State of Texas, acting by and through its duly authorized Board of Directors (the “District”), under the authority of Section 43.0751 of the Texas Local Government Code (the “Local Government Code”).

RECITALS

WHEREAS, Local Government Code Section 43.0751 (the “Act”) authorizes the City and the District to negotiate and enter into a strategic partnership agreement by mutual consent; and

WHEREAS, the District encompasses approximately 815.247 acres, all of which is located within the City’s extraterritorial jurisdiction, described by metes and bounds and depicted on Exhibit “A” (as defined herein to include land added to the District, the “Property”); and

WHEREAS, this Agreement authorizes the City to annex all or certain portions of the Property for limited purposes for the purpose of collecting Sales and Use Tax Revenues (hereinafter defined) and to annex all of the Property for full purposes upon the terms contained herein; and

WHEREAS, pursuant to this Agreement, the City will retain fifty percent (50%) of all Sales and Use Tax Revenues (hereinafter defined) collected within the Property and shall remit fifty percent (50%) of said Sales and Use Tax Revenues to the District; and

WHEREAS, the City and the District acknowledge that this Agreement provides benefits to each party, including revenue, services and regulatory benefits.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE I
FINDINGS

A. The District is a municipal utility district encompassing approximately 815.247 acres that is located within the City's extraterritorial jurisdiction.

B. The District was duly created and established pursuant to the results of the November 7, 2023 election to divide Tradition Municipal Utility District No. 2A of Denton County into Tradition Municipal Utility District No. 2C of Denton County and Tradition Municipal Utility District No. 2D of Denton County, as a conservation and reclamation district created under and essential to accomplish the purposes of Section 52, Article III, and Section 59, Article XVI, of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code and Chapter 8189 of the Texas Special District Local Laws Code.

C. The District provided notice of two public hearings concerning the adoption of this Agreement following the District's notification procedures for other matters of public importance, in accordance with the procedural requirements of the Act.

D. The Board of Directors of the District conducted two public hearings regarding this Agreement, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act, on _____, 2025, at 12:00 p.m. at 16000 N. Dallas Parkway, Suite 350, Dallas, Texas 75248, and on _____, 2025, at 12:00 p.m. at 16000 N. Dallas Parkway, Suite 350, Dallas, Texas 75248.

E. The Board of Directors of the District approved this Agreement on _____, 2025, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code.

F. The City provided notice of two public hearings concerning the adoption of this Agreement by publishing said notices in a newspaper of general circulation in the City and in the District, in accordance with the procedural requirements of the Act.

G. The City Council conducted two public hearings regarding this Agreement, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act, on _____, 2025, at _____ p.m. at the City Council Chambers, and on _____, 2025, at _____ p.m. at the City Council Chambers.

H. The City Council approved this Agreement on _____, 2025, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code, which approval occurred after the Board of Directors of the District approved this Agreement.

I. All procedural requirements imposed by law for the adoption of this Agreement have been met.

J. In accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits to the City and the District, including revenue, services and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other.

ARTICLE II DEFINITIONS

Terms used in this Agreement shall have the following meanings:

“Act” means the Texas Local Government Code, Section 43.0751, and any amendments thereto.

“Agreement” means this Strategic Partnership Agreement between the City and the District.

“Board of Directors” means the Board of Directors of the District.

“City” means the City of Justin, Texas, a home rule municipality of the State of Texas.

“City Council” means the City Council of the City.

“City Share” means the City’s share of the Sales and Use Tax Revenues as defined in Section 4.2 of this Agreement.

“Comptroller” means the Comptroller of Public Accounts for the State of Texas.

“Development Agreement” means the Development Agreement between the City and Petrus Investment, LP, a Texas limited partnership, recorded on July 31, 2021 in the real property records of Denton County, Texas as Instrument No. 2021-13285, assigned to HWC Justin 407, LLC (“Owner”) and subsequently amended by that certain First Amendment to Development Agreement between the City and HWC Justin 407, LLC, a Texas limited liability company, recorded on February 27, 2023 in the real property records of Denton County, Texas as Instrument No. 17853 and that certain Second Amendment to Development Agreement between the City and HWC Justin 407, LLC as approved by the City Council of the City on September 26, 2023, regarding development of the Property.

“District” means Tradition Municipal Utility District No. 2C of Denton County.

“District Share” means the District’s share of the Sales and Use Tax Revenues as defined by Section 4.2 of this Agreement.

“ETJ” means the extraterritorial jurisdiction of a city as defined by the Local Government Code, as amended.

“Effective Date” means the date on which the City adopts this Agreement.

“Government Code” means the Texas Government Code, as amended.

“Limited Purpose Annexation Period” means the period commencing on the effective date of the limited purpose annexation of the Limited Purpose Property and ending upon the full purpose annexation or disannexation of such property.

“Limited Purpose Property” means the property in the District that is within the City’s ETJ and is annexed for limited purposes pursuant to this Agreement.

“Local Government Code” means the Texas Local Government Code, as amended.

“Notice” means notice as defined in Section 8.1 of this Agreement.

“Party” means, individually, the City or the District, their successors and assigns as permitted by Section 8.8 of this Agreement.

“Property” means the approximately 815.247 acres within the City’s extraterritorial jurisdiction and within the District described by metes and bounds and depicted on Exhibit “A,” and any other property within the City’s extraterritorial jurisdiction annexed into the District after the Effective Date.

“Sales and Use Tax Revenues” means those revenues received by the City from the sales and use tax authorized to be imposed by the City on sales consummated at locations within the Limited Purpose Property pursuant to the Act and Chapter 321 of the Tax Code and whose use is not otherwise controlled or regulated, in whole or in part, by another governmental entity, authority or applicable law, ordinance, rule or regulation.

“Tax Code” means the Texas Tax Code, as amended.

ARTICLE III
ADOPTION OF AGREEMENT AND
LIMITED PURPOSE ANNEXATION OF COMMERCIAL PROPERTY

3.1 Public Hearings. The District and the City acknowledge and agree that prior to the execution of this Agreement, the governing bodies of the District and the City have conducted two public hearings for the purpose of considering the adoption of this Agreement and that such hearings were noticed and conducted in accordance with the terms of the Act, this Agreement and Chapter 551 of the Government Code.

3.2 Effective Date. Pursuant to Subsection (c) of the Act, this Agreement is effective

on the date of adoption of this Agreement by the City.

3.3 Filing in Property Records. The District shall file this Agreement in the Real Property Records of Denton County, Texas. This Agreement binds each owner and future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

3.4 Limited Purpose Annexation. The District and the City agree that the City shall annex all or any portion of the District for the limited purpose of collecting Sales and Use Tax Revenues within the District pursuant to Subsection (k) of the Act. The District acknowledges that the City Council shall adopt one or more limited purpose annexation ordinances at one or more meetings conducted in accordance with Chapter 551 of the Government Code and further acknowledges that no additional notices, hearings or other procedures are required by law in order to approve such limited purpose annexations. Within sixty (60) days of the Effective Date, the City shall annex all of the Property for the limited purpose of collecting Sales and Use Tax Revenues within the District pursuant to Subsection (k) of the Act. For any land located within the City's extraterritorial jurisdiction that is annexed into the District after the Effective Date, upon written notice to the City, the City shall annex for limited purposes said annexed land within sixty (60) days of said written notice.

3.5 Limited Purpose Property and Sales and Use Tax Revenue. For purposes of this Agreement, any property the City annexes for the limited purpose of collecting sales tax shall collectively be referred to as the "Limited Purpose Property"; and the sales and use taxes collected within the Limited Purpose Property shall be referred to as the "Sales and Use Tax Revenues".

3.6 Consent to Limited Purpose Annexation. The District, on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Limited Purpose Property for limited purposes as provided in this Agreement. The District consents to such annexation and to the collection of Sales and Use Tax Revenues by the City within such Limited Purpose Property. Such consent shall bind the District and all current and future owners of land within the District.

ARTICLE IV TAXATION AND PROVISIONS OF SERVICES

4.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection (k) of the Act. The sales and use tax shall be imposed on all eligible commercial activities at the rate of two percent (2%), or other rate allowed under future amendments to Chapter 321 of the Tax Code and imposed by the City, provided, however, that said future rate shall not decrease below the same rate charged in other areas of the City as allowed by then-applicable law. Collection of the Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.2 Payment of Sales and Use Tax. In return for the benefits received by the City

pursuant to this Agreement, the City shall pay to the District an amount equal to fifty percent (50%) of the Sales and Use Tax Revenues paid to the City as reflected in sales tax reports provided by the Comptroller to the City to be used for any lawful purpose of the District. All amounts payable to the District are hereafter referred to as the “District Share.” The City shall pay the District Share within thirty (30) days after the City receives the payment and the sales tax report reflecting such revenue from the Comptroller. Any payment of the District Share not made within such thirty (30) day period shall bear interest calculated in accordance with Section 2251.025 of the Government Code. The City shall retain all Sales and Use Tax Revenues that do not constitute the District Share (the “City Share”). The City shall deliver to the District a condensed version of each monthly area sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the Property within thirty (30) days of the City’s receipt of the sales tax report.

4.3 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Section 321.102 of the Tax Code, after the City Council annexes any portion of the Limited Purpose Property for limited purposes.

ARTICLE V

FULL PURPOSE ANNEXATION

5.1 Full Purpose Annexation and Conversion Date. In accordance with the provisions of Section 43.0751(f)(5) of the Act, the District consents to the full purpose annexation of the District by the City at any time on or after one hundred percent (100%) of the land in the District has been developed with water, sanitary sewer, and drainage facilities and roads (collectively, “Facilities”) and the District has issued its bonds to fully reimburse the developer of such Facilities and associated reimbursable expenses to the fullest extent allowed under the then current rules of the Texas Commission on Environmental Quality. The City agrees not to annex the District for full municipal purposes prior to such time. At least sixty (60) days prior to the date the City intends to annex the District, the City shall provide the District with a written notice of intent to annex the District and the date planned for annexation, which date shall constitute the full purpose annexation conversion date under the Act. The City further agrees that the full purpose annexation of the District by the City is further subject to the limitations contained in the Development Agreement.

5.2 Assumption of District Duties. Prior to the full purpose annexation conversion date, the District remains authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District during the period preceding full-purpose annexation and conversion. The District agrees that beginning on the Effective Date and until the full purpose annexation conversion date, the District shall maintain all District-owned roadway, property and utility infrastructure in good condition and repair in accordance with the standards set forth in the Development Agreement. Upon the full purpose annexation conversion date Sections 43.075(c) and (d) of the Act shall apply and, (i) the City shall

succeed to the powers, duties, assets, and obligations of the District; and (ii) the City shall take over all the property and other assets of the District, assume all the debts, liabilities, and obligations of the District, and perform all the functions of the District. The City and the District agree to fully comply with all requirements in Section 43.075 of the Texas Local Government Code.

ARTICLE VI TERM

This Agreement commences on the Effective Date and continues until the City annexes all of the Property for full purposes in accordance with the terms hereof. The provisions of this Agreement relating to the collection of sales and use tax will automatically terminate with regard to any portion of the Property upon disannexation or full purpose annexation of such property.

ARTICLE VII BREACH, NOTICE AND REMEDIES

7.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that described the breach in reasonable detail.

7.2 Cure of Breach. The breaching Party shall commence curing such breach within fourteen (14) calendar days after receipt of Notice of the breach and shall complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonable susceptible to cure by the breaching Party within such fourteen (14) day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the breach within such fourteen (14) day period and diligently completes the cure within a reasonable time without unreasonable cessation.

7.3 Remedies for Breach. If the breaching Party does not substantially cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages.

ARTICLE VIII ADDITIONAL PROVISIONS

8.1 Notices. All notices under this Agreement (“Notice”) shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall become effective as follows: (a)

on the third (3rd) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile; (b) on the day delivered by private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in persona and delivery by regular mail. All Notices given pursuant to this section shall be addressed as follows:

To the City:	Attn: City Manager City of Justin, Texas 415 North College Ave. Justin, Texas 76247
With a copy to:	Boyle & Lowry, LLP Attn: Matthew Boyle 4201 Wingren, Suite 108 Irving, Texas 75062
To the District:	Tradition Municipal Utility District No. 2C of Denton County c/o Coats Rose, P.C. Attn: Mindy L. Koehne 16000 N. Dallas Parkway, Suite 350 Dallas, Texas 75248

8.2 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.3 Governing Law and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Denton County, Texas, and hereby submit to the jurisdiction of the courts of Denton County, Texas, and agree that any such court with proper jurisdiction shall be a proper forum for the determination of any dispute arising hereunder.

8.4 Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements

(including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Open Meetings Act) and the individual executing this Agreement on behalf of the District has been authorized to do so.

8.5 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

8.6 Changes in State or Federal Law. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement and legally possible.

8.7 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts as the other Party may reasonably request to effectuate the terms of this Agreement.

8.8 Assignability, Successors and Assigns. This Agreement shall not be assignable by any Party without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

8.9 Amendment. This Agreement may be amended only by written agreement with approval of the governing bodies of both the City and the District.

8.10 Interpretation. The Parties acknowledge that each Party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including, without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined

8.11 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City

and the District. Neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

8.12 Governmental Powers. By execution of this Agreement, neither the City nor the District waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant to this section. The City and the District mutually waive their governmental immunity from suit and liability only as to any action brought by a Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City or the District has with respect to suits against the City or the District by persons or entities not a party to this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

8.13 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A Legal Description and Map of Property

8.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF JUSTIN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM

By: _____
City Attorney

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me, the undersigned notary, on the ____ day of _____, _____, by _____, City Manager, and _____, City Secretary, of the city of Justin, Texas, on behalf of said city.

Notary Public in and for the State of Texas

(NOTARY SEAL)

TRADITION MUNICIPAL UTILITY DISTRICT
NO. 2C OF DENTON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

COUNTY OF DALLAS §

 This instrument was acknowledged before me, the undersigned notary, on the ____ day of _____, _____, by _____, _____ of the Board of Directors of Tradition Municipal Utility District No. 2C of Denton County, on behalf of said district.

Notary Public in and for the State of Texas

(NOTARY SEAL)

EXHIBIT "A"

The Property

Tract 1:

BEING a 709.93 acre tract of land situated in the William C. Brookfield Survey, Abstract No. 34, and the William D. Redd Survey, Abstract No. 1125, Denton County, Texas, said tract being all of a called 2.837 acre tract of land described as "Tract 2" in deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-47856, Deed Records of Denton County, Texas (D.R.D.C.T.), and also being all of a called 63.007 acre tract of land in deed to Deblock, LTD., as recorded in County Clerk Document No. 2014-115219, D.R.D.C.T., and also being part of a called 1,023.4685 acre tract of land described as "Tract 3" in deed to Petrus Investment, L.P., as recorded in County Clerk's Document No. 2009-23477, D.R.D.C.T., said 709.93 acre tract being more particularly described as follows:

BEGINNING at a found 5/8 inch iron rod with a plastic cap stamped "DUNAWAY ASSOC. LP" for the northwest corner of said 2.837 acre tract, said corner being on the south right-of-way line of F.M. 407 (90' R.O.W.);

THENCE North 89 degrees 26 minutes 07 seconds East, along said south right-of-way line, a distance of 170.00 feet to a found 5/8 inch iron rod with a plastic cap stamped "DUNAWAY ASSOC. LP" for the northeast corner of said 2.837 acre tract;

THENCE South 00 degrees 33 minutes 53 seconds East, departing said south right-of-way line and along the east line of said 2.837 acre tract, a distance of 730.66 feet to a found 5/8 inch iron rod with a plastic cap stamped "DUNAWAY ASSOC. LP" for the southeast corner of said 2.837 acre tract, and being on the north line of said 63.007 acre tract;

THENCE South 88 degrees 03 minutes 39 seconds East, along the north line of said 63.007 acre tract, a distance of 41.44 feet to a found 1/2 inch iron rod for the northeast corner of a said 63.007 acre tract, and being the most northerly northwest corner of said 1,023.4685 acre tract;

THENCE North 89 degrees 00 minutes 53 seconds East, along the north line of said 1,023.4685 acre tract, a distance of 1,146.83 feet to a found 3/8-inch iron rod on the south right-of-way line of said F.M. 407;

THENCE South 50 degrees 09 minutes 40 seconds East, along said south right-of-way line, a distance of 681.84 feet to a found 3/8-inch iron rod for the beginning of a tangent curve to the left, having a radius of 618.69 feet, and whose chord bears South 70 degrees 02 minutes 10 seconds East, a distance of 420.67 feet;

THENCE Southeasterly, continuing along said south right-of-way line and along said curve to the left, through a central angle of 39 degrees 45 minutes 00 seconds, and an arc length of 429.23 feet to a found 5/8-inch iron rod for the point of tangency;

THENCE South 89 degrees 54 minutes 20 seconds East, continuing along said south right-of-way line, a distance of 458.09 feet to a point for corner on the north line of said 1,023.4685 acre tract;

THENCE South 00 degrees 00 minutes 43 seconds West, departing said south right-of-way line and crossing said 1,023.4685 acre tract, a distance of 2,998.50 feet to a point for corner on the most easterly south line of said 1,023.4685 acre tract;

THENCE South 88 degrees 58 minutes 16 seconds West, along the most easterly south line of said 1,023.4685 acre tract, a distance of 802.30 feet to a found 5/8-inch iron rod for an ell corner on the east line of said 1,023.4685 acre tract;

THENCE South 00 degrees 10 minutes 35 seconds East, along the east line of said 1,023.4685 acre tract, a distance of 3,748.13 feet to a found 1/2-inch iron rod for an angle point;

continued next page...

continued...

THENCE South 00 degrees 20 minutes 09 seconds East, continuing along the east line of said 1,023.4685 acre tract, a distance of 348.46 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 06 minutes 50 seconds East, continuing along the east line of said 1,023.4685 acre tract, a distance of 162.24 feet to a found 1/2-inch iron rod with plastic cap stamped "RPLS 5439" for the northeast corner of a called 50.00 acre tract of land described as "Tract 2" in deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-53143, D.R.D.C.T.;

THENCE South 89 degrees 56 minutes 13 seconds West, along the north line of said 50.00 acre tract, a distance of 4,660.47 feet to a found P.K. Nail within said Sam Reynolds Road for the northwest corner of said 50.00 acre tract, and being on the west line of said 1,023.4685 acre tract;

THENCE North 00 degrees 08 minutes 49 seconds West, along the west line of said 1,023.4685 acre tract, a distance of 521.75 feet to a found 60D nail for an angle corner;

THENCE North 76 degrees 15 minutes 16 seconds East, continuing along the west line of said 1,023.4685 acre tract, a distance of 381.87 feet to a point for corner;

THENCE North 00 degrees 16 minutes 47 seconds West, continuing along the west line of said 1,023.4685 acre tract, a distance of 307.61 feet to a found 1/2-inch iron rod for corner;

THENCE South 89 degrees 55 minutes 32 seconds West, continuing along the west line of said 1,023.4685 acre tract, a distance of 370.50 feet to a found 60D nail for corner;

THENCE North 00 degrees 11 minutes 58 seconds West, continuing along the west line of said 1,023.4685 acre tract, a distance of 3,495.35 feet to a found 1/2-inch iron rod for corner;

THENCE South 89 degrees 56 minutes 10 seconds East, along the westerly north line of said 1,023.4685 acre tract, a distance of 509.52 feet to a found 5/8-inch iron rod for corner;

THENCE South 00 degrees 17 minutes 00 seconds East, continuing along the westerly north line of said 1,023.4685 acre tract, a distance of 226.27 feet to a found 3/8-inch iron rod for corner;

THENCE North 89 degrees 05 minutes 10 seconds East, continuing along the westerly north line of said 1,023.4685 acre tract, a distance of 870.62 feet to a found 5/8-inch iron rod;

THENCE North 88 degrees 48 minutes 38 seconds East, continuing along the westerly north line of said 1,023.4685 acre tract, a distance of 1,598.69 feet to a found 1/2 inch iron rod for corner;

THENCE North 00 degrees 24 minutes 38 seconds West, along the west line of said 1,023.4685 acre tract, a distance of 906.87 feet to a found 3/8-inch iron rod for an angle point;

continued next page...

continued...

THENCE North 00 degrees 43 minutes 50 seconds West, continuing along the west line of said 1,023.4685 acre tract, a distance of 423.74 feet to a found 3/8-inch iron rod for southeast corner of said 63.007 acre tract;

THENCE South 88 degrees 53 minutes 24 seconds West, along the south line of said 63.007 acre tract, a distance of 1,193.18 feet to a found 1/2-inch iron rod for the southwest corner of said 63.007 acre tract;

THENCE North 00 degrees 34 minutes 57 seconds West, along the west line of said 63.007 acre tract, a distance of 2,336.08 feet to a found 3/8-inch iron rod for the northwest corner of said 63.007 acre tract;

THENCE South 88 degrees 03 minutes 39 seconds East, along the north line of said 63.007 acre tract, a distance of 978.44 feet to a found 5/8 inch iron rod with a plastic cap stamped "DUNAWAY ASSOC. LP" for the southwest corner of said 2.837 acre tract;

THENCE North 00 degrees 33 minutes 53 seconds West, along the west line of said 2.837 acre tract, a distance of 723.22 feet to the POINT OF BEGINNING and containing 30,924,353 square feet or 709.93 acres of land, more or less.

Bearings are based upon the Texas State Plane Coordinate System (NAD83), North Central Zone 4202, and are based upon GPS measurements made on the ground. Distance values are "surface" derived from grid data by utilizing the Denton County Surface Scale Factor of 1.00015063, as published by TxDOT.

Tract 2:

DESCRIPTION OF 105.317 ACRES OF LAND

BEING a tract of land situated in the William G. Brookfield Survey, Abstract Number 34, the W.A. Ferris Survey, Abstract Number 419 and the W.D. Reed Survey, Abstract Number 1125, Denton County, Texas, being a portion of that tract of land described by deed to Petrus Investment, L.P. recorded in Instrument Number 2009-23477, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said Petrus Investment tract, being in the south right-of-way line of State Highway FM 407 (a 90 foot right-of-way) and being in the west line of that tract of land described by deed to CNR Tally/Trail Creek Acres, recorded in Instrument Number 2009-136383, said Real Property Records

THENCE S 00°34'42"E, 3214.24 feet, departing said right-of-way line with the east line of said Petrus Investment tract, to an ell corner of said Petrus investment tract;

THENCE S 88°57'58"W, 1539.85 feet, continuing with said east line;

THENCE N 00°00'00"E, 2998.58 feet, departing said east line to the north line of said Petrus Investment tract and the aforementioned south right-of-way line of State Highway FM 407;

THENCE with said common line the following courses and distances:

S 89°55'02"E, 1005.81 feet, to the beginning of a curve to the left;

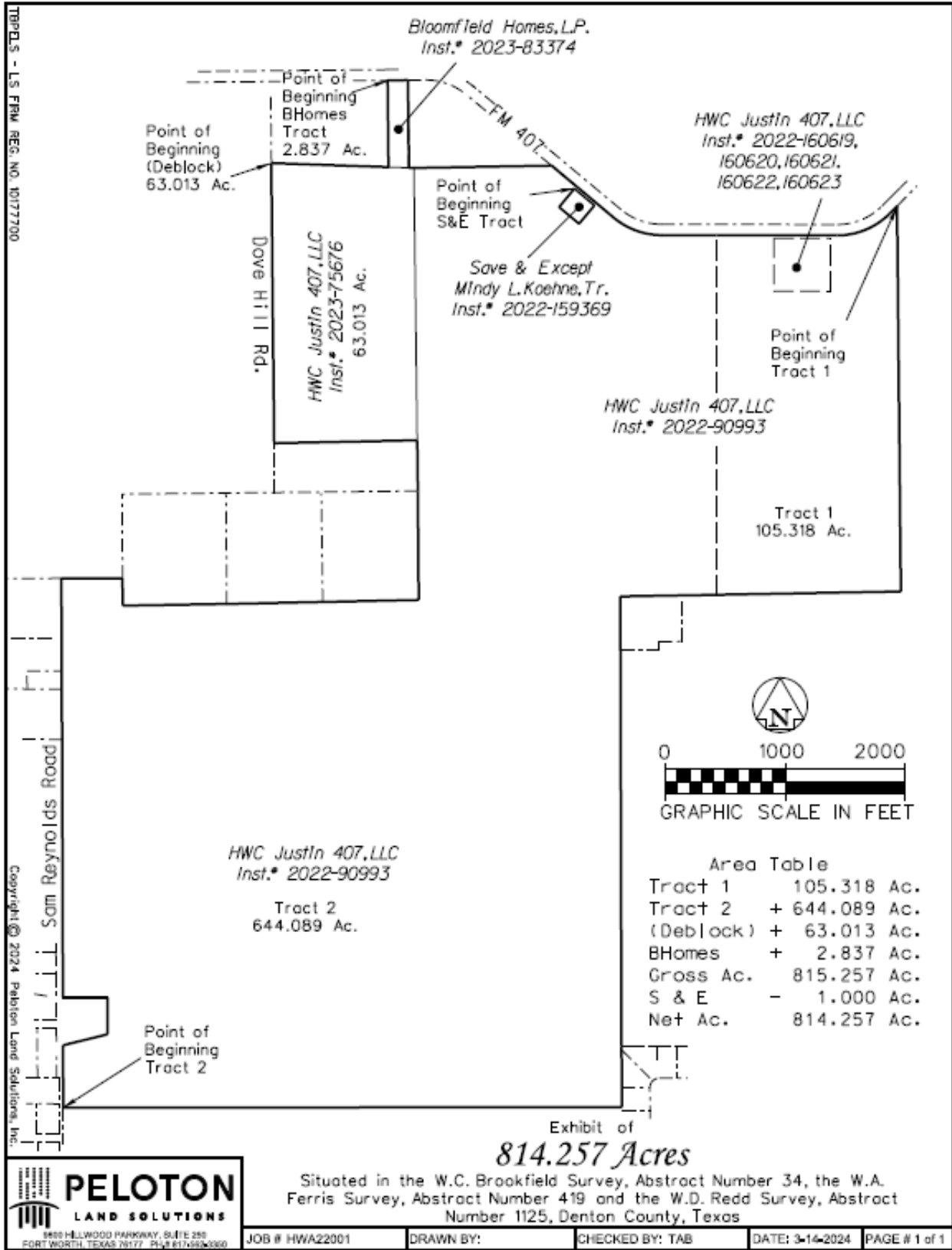
With said curve to the left, an arc distance of 489.52 feet, through a central angle of 45°20'01", having a radius of 618.69 feet, the long chord which bears N 67°24'58"E, 476.85 feet;

THENCE N 44°44'58"E, 86.74 feet, continuing with said common line to the **Point of Beginning** and containing 4,587,603 square feet or 105.317 acres of land more or less.

"Integral parts of this document"

1. Description

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



ORDINANCE NO. 802-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A STRATEGIC PARTNERSHIP AGREEMENT WITH TRADITION MUNICIPAL UTILITY DISTRICT NO. 2C OF DENTON COUNTY; DIRECTING THE CITY ATTORNEY TO COMPLETE LEGAL REVIEW; REQUIRING THE INCLUSION OF A SITEUS COMPONENT; ACKNOWLEDGING THE ANTICIPATED POSITIVE FISCAL IMPACT TO THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin and Tradition Municipal Utility District No. 2C of Denton County (“District”) desire to enter into a Strategic Partnership Agreement (“SPA”) under Section 43.0751 of the Texas Local Government Code; and

WHEREAS, the SPA will authorize the limited-purpose annexation of land within the District’s boundaries for the purpose of collecting local sales and use tax revenues, and will allocate fifty percent (50%) of all such revenues to the City of Justin; and

WHEREAS, the preliminary estimates based on development projections anticipate that the City will receive approximately **\$2,010,510** in total revenue from both traditional sales tax and vertical construction-related SITEUS (Sales and Use Tax Estimated Use Structure) collections; and

WHEREAS, the City Council finds that entering into this agreement is in the best interest of the City and its residents, supporting long-term fiscal sustainability and enabling equitable participation in the commercial and residential growth of the District; and

WHEREAS, the City Council desires to ensure the final agreement includes a SITEUS provision and that the City Attorney completes full legal review prior to execution;

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 finalize and execute the Strategic Partnership Agreement with Tradition MUD No. 2C of Denton County, in a form substantially similar to the draft presented, subject to final review and approval by the City Attorney.

SECTION 2. The final agreement shall include a SITEUS provision to ensure the collection and allocation of local sales and use taxes on vertical construction materials and related sales within the District.

SECTION 3. The City Council acknowledges the anticipated positive fiscal impact to the City, estimated at approximately **\$2,010,510**, derived from the City's share of traditional and SITEUS-related sales and use taxes.

SECTION 4: The City Attorney shall review and approve the Strategic Partnership Agreement for legal sufficiency prior to execution. No agreement shall be deemed final or binding until such legal review is completed.

SECTION 5: If any provision, section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions shall not be affected thereby.

SECTION 6: This Ordinance shall take effect immediately from and after its passage and publication as required by law.

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

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE 22ND DAY OF MAY 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
May 8, 2025
415 N. COLLEGE AVE.

Agenda Item: 2. (PUBLIC HEARING(S))

Title: Conduct a Public Hearing and consider adopting Ordinance 803-25, first reading, to rezone Cuesta development from Residential Estate Single Family (SF-RE) to Planned Development-Single-Family Residential- Medium (PD-SF-2) legally described as a tract of land totaling approximately 537.18 acres, located within the following survey abstracts in Denton County, Texas: A1125A W.D. Reed, Tr 7, 53.76 Acres, Old DCAD Tr #3, A0419A W.A. Ferris, Tr 7, 39.044 Acres, Old DCAD Tr 5, A0419A W.A. Ferris, Tr 8, 52.208 Acres, Old DCAD Tr 6, A0993A Mary Polk, Tr 42, 219.812 Acres, Old DCAD SHT 1, Tr #6, A0993A Mary Polk, Tr 39A & 41A, 158.80 Acres, Range Hill Addn Blk 1 Lot Range Hill Rd 1.81 Acres, A0419A W.A. Ferris, Tr 9, 11.0541 Acres, Old DCAD Tr 7A(1); and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration as requested.

Background:

PROJECT SUMMARY:

The applicant proposes the creation of a Planned Development (PD) district to allow for the Cuesta Development, a master-planned residential community located on approximately 538.99 acres. The development is designed to include up to 1,600 single-family residential units with integrated open space, trails, and park amenities. The PD establishes development regulations tailored to the site's topography and the City's long-term vision.

DEVELOPMENT STANDARDS:

• **Residential Density:**

- Maximum of 1,600 single-family units
-

- No cap on floor area or dwelling units per acre

- **Lot Types & Sizes:**

- 40 ft, 50 ft, 60 ft, and 70 ft wide lots
- Specific minimum lot areas and dimensions outlined per lot type
- Developer permitted limited flexibility to adjust lot type distribution within constraints

- **Building Standards:**

- Max height: 35 ft
- Lot coverage: Max 70%
- Specific setbacks and yard requirements based on lot width
- Enhanced architectural standards including 80% front masonry, 25% side/rear masonry

- **Permitted Uses:**

- One-family detached dwellings
- Additional amenities such as amenity centers, pools, sport courts, splash pads, food trucks, etc.
- Event lawn for public gatherings permitted only in public parks

OPEN SPACE & PARKS:

- **Public Dedication:**

- At least 90 acres of public open space dedicated to the City
- Three public parks totaling approx. 3.36+ acres (Event Park, Play Park, Pavilion Park)
- Improvements provided in each park (e.g., splash pad, playgrounds, pavilion, sport courts)

- **Trails:**

- Multi-use trails (12' concrete), regional trails, and nature trails (4' min width) integrated into open space
 - Public trails to be dedicated and maintained by the City
-

LANDSCAPE BUFFERING:

- 20-foot buffers along collector streets where homes front the roadway (with trees/shrubs, no walls)
 - 15-foot buffers where homes side/back collector streets (includes masonry wall)
 - Specific planting requirements per 100 linear feet
 - Flexibility provided for trail integration and floodplain exceptions
-

CIRCULATION & STREET DESIGN:

- Street sections deviate from City's standard; custom cross-sections outlined in Exhibit G
 - Includes local streets (50' & 60' ROW), minor arterials (Type A/B/C), and alleys
 - Street alignment may vary slightly from Concept Plan but must maintain functional intent
-

HOMEOWNERS' ASSOCIATION & MAINTENANCE:

- HOA responsible for private open space, common areas, fencing, and landscaping
 - City responsible for public parkland and trail maintenance post-dedication
-

Traffic Summary for Cuesta Development

The Traffic Impact Analysis for the Cuesta (Range Creek) Development evaluated the impact of 1,547 single-family homes at full buildout by 2030. The study focused on key intersections surrounding the site and projected traffic growth at 3.5% annually.

Key Findings:

- **Intersection Performance:**

Most intersections are expected to operate at acceptable Levels of Service (LOS D or better) through 2030. However, the **Boss Range Road & Wiley/Range Road** intersection is projected to experience delays (LOS F) on eastbound and westbound approaches at buildout.

- **Mitigation Measures:**

- An **all-way stop control** is recommended at the above intersection starting in Phase 3.
- A future **traffic signal** may be warranted post-buildout depending on traffic volumes.

- **Turn Lane Improvements:**

The development will include:

- **Left-turn lanes** in both directions at key intersections.
- **Left and right-turn lanes** at strategic arterial connections to reduce congestion and improve safety.
- Improvements comply with the City of Justin's subdivision standards and are shown in the **Turn Lane Exhibit** (March 2025)

P&Z Recommendation:

The planning and zoning commission recommended approving the rezoning request on April 15, 2025, by a vote of 5-1 with the following conditions:

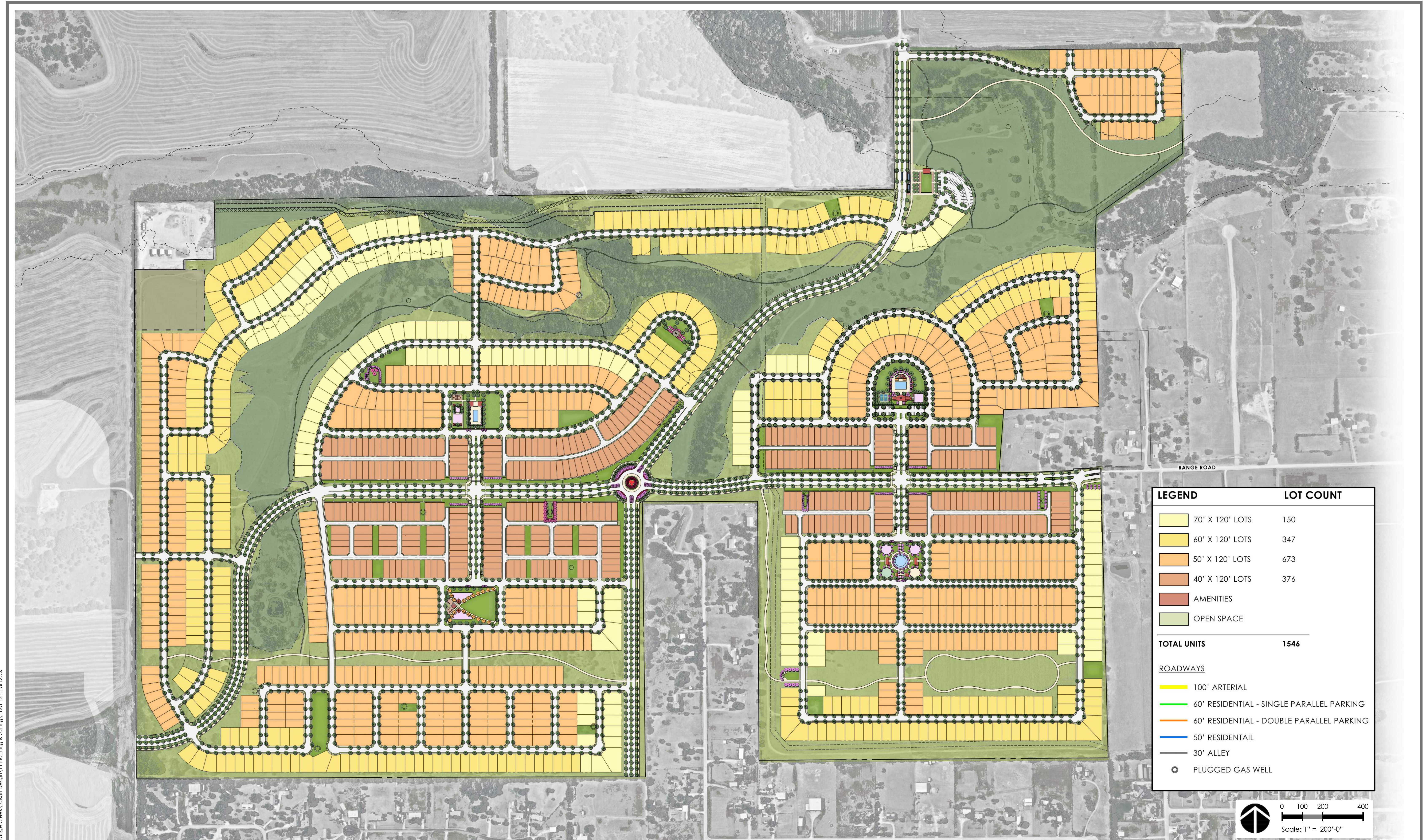
1. A percolation/groundwater study be conducted and submitted with construction/engineering plans.
2. To amend the following from 10% to 5% "A maximum of ~~40%~~ 5% of each lot type (i.e., 40 ft lots, 50 ft lots, 60 ft lots, and 70 ft lots) will be allowed to have a reduced area of no more than 5% of the minimum area due to layout constraints (e.g., along curvilinear streets, etc.)"

City Attorney Review: Yes

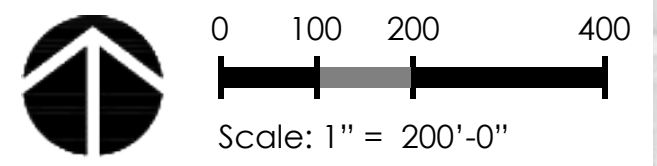
Attachments:

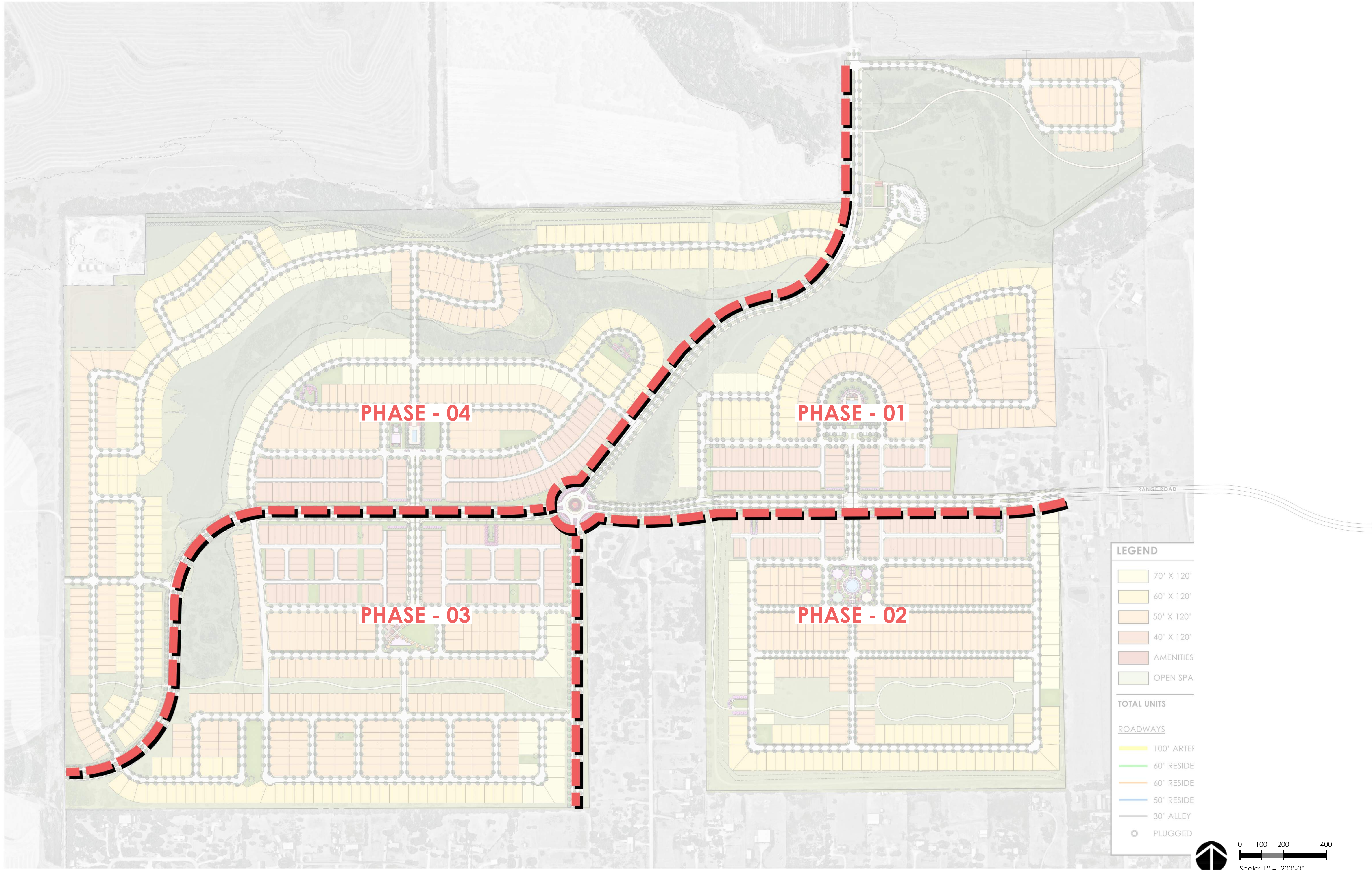
1. Planned Development Exhibits
2. Development Regulations (Cuesta) 4858-8591-5888 8 (1)
3. Cuesta Buffer Map
4. Turn Lane Exhibits
5. Cuesta Traffic Impact Analysis
6. Cuesta Zoning Proposed Ordinance

P:\616195\Meritage Homes\001 Range Creek\Tolson Design\11 Planning & Zoning\11.01 PZ Final Docs

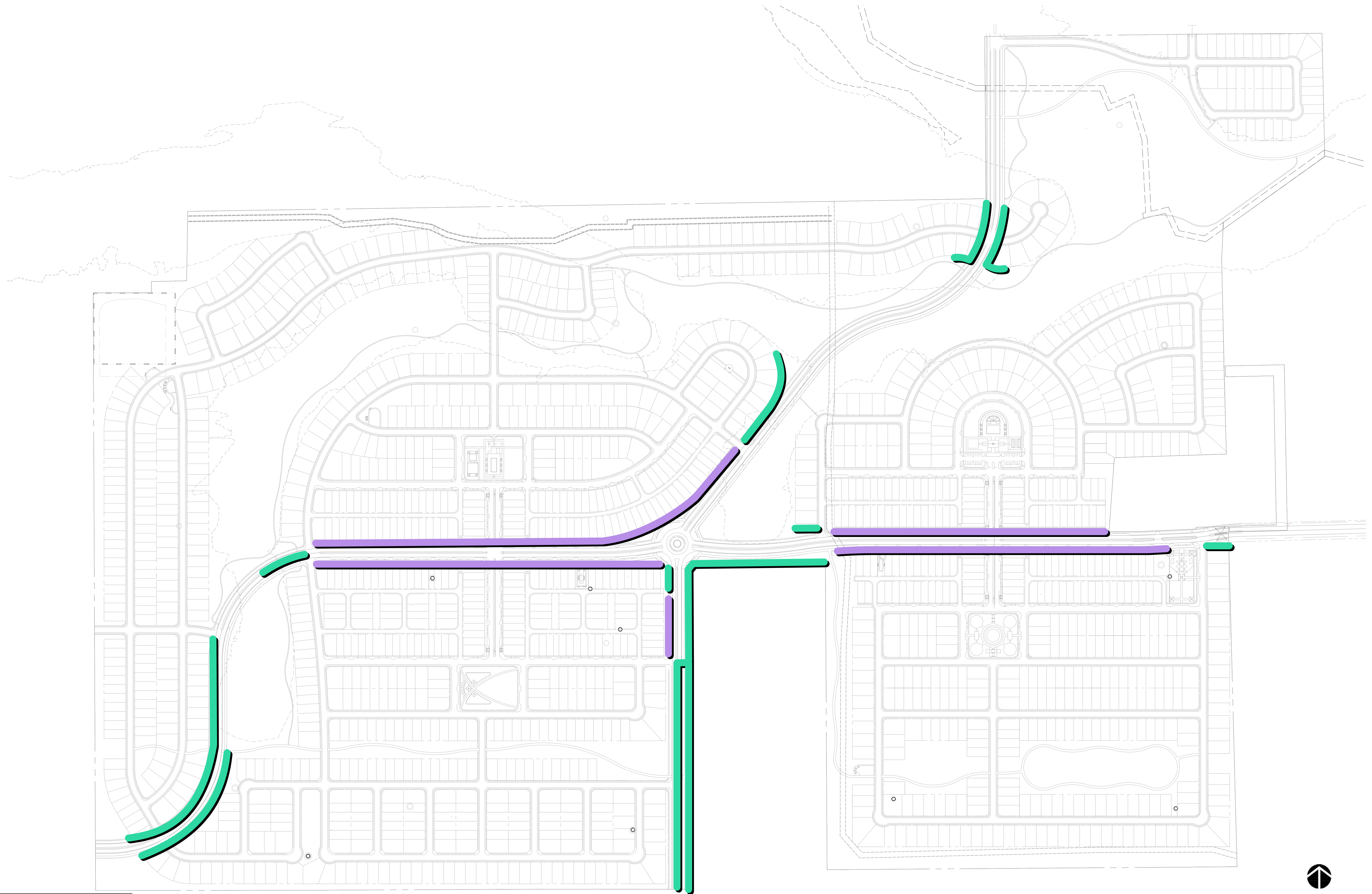


LEGEND		LOT COUNT
	70' X 120' LOTS	150
	60' X 120' LOTS	347
	50' X 120' LOTS	673
	40' X 120' LOTS	376
	AMENITIES	
	OPEN SPACE	
TOTAL UNITS		1546
ROADWAYS		
	100' ARTERIAL	
	60' RESIDENTIAL - SINGLE PARALLEL PARKING	
	60' RESIDENTIAL - DOUBLE PARALLEL PARKING	
	50' RESIDENTIAL	
	30' ALLEY	
	PLUGGED GAS WELL	



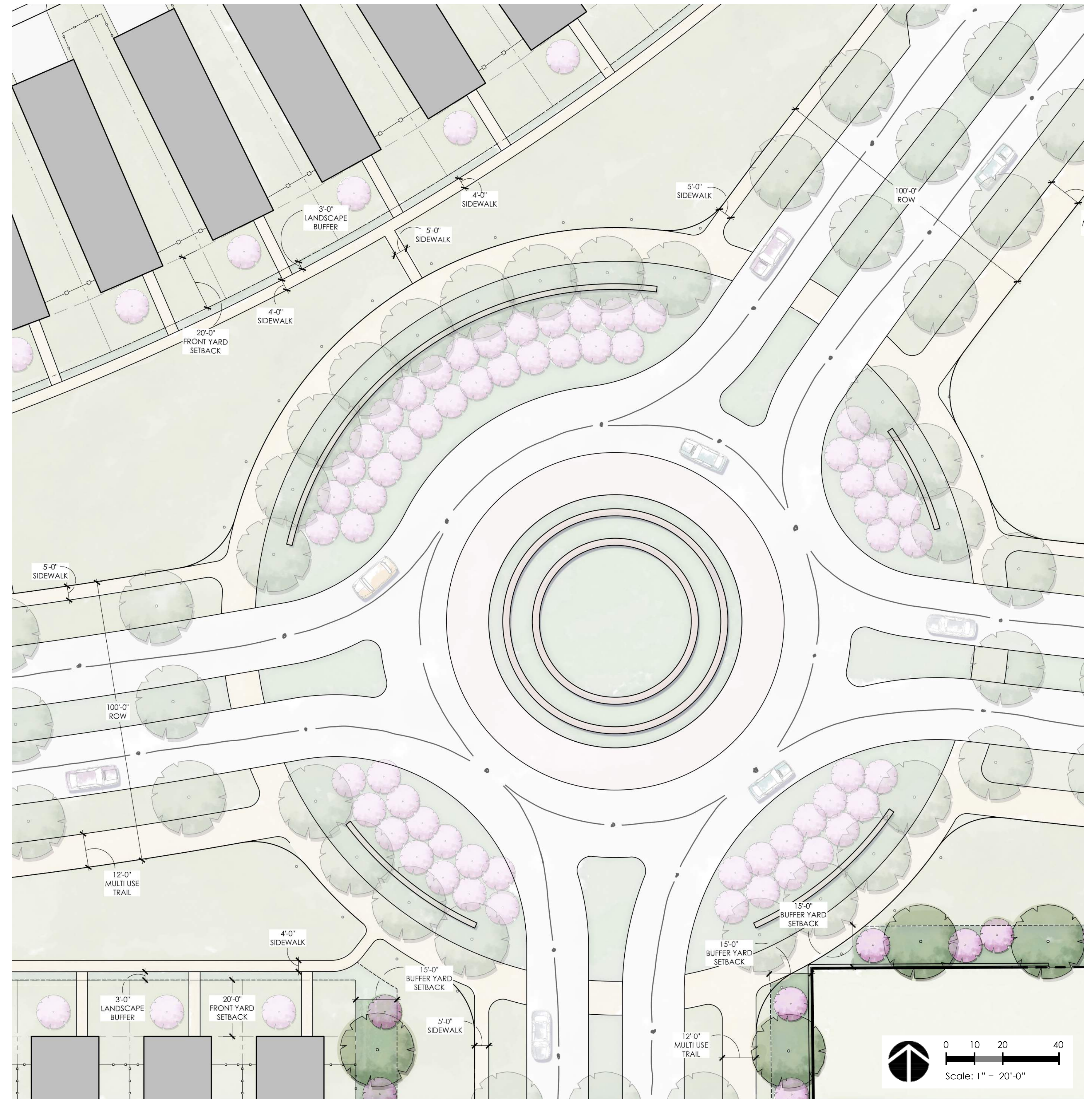
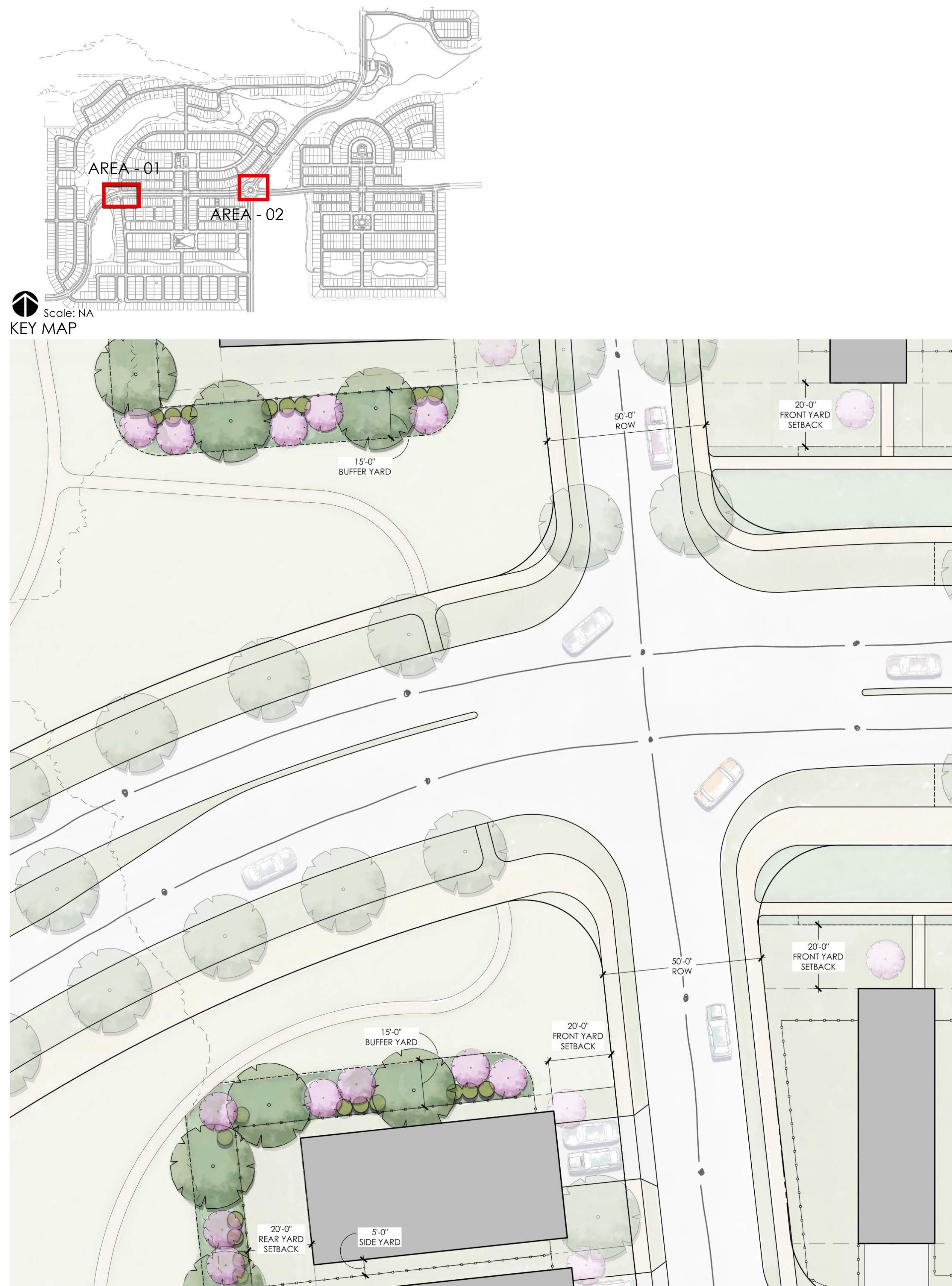


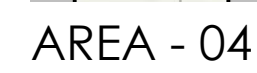
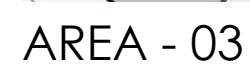
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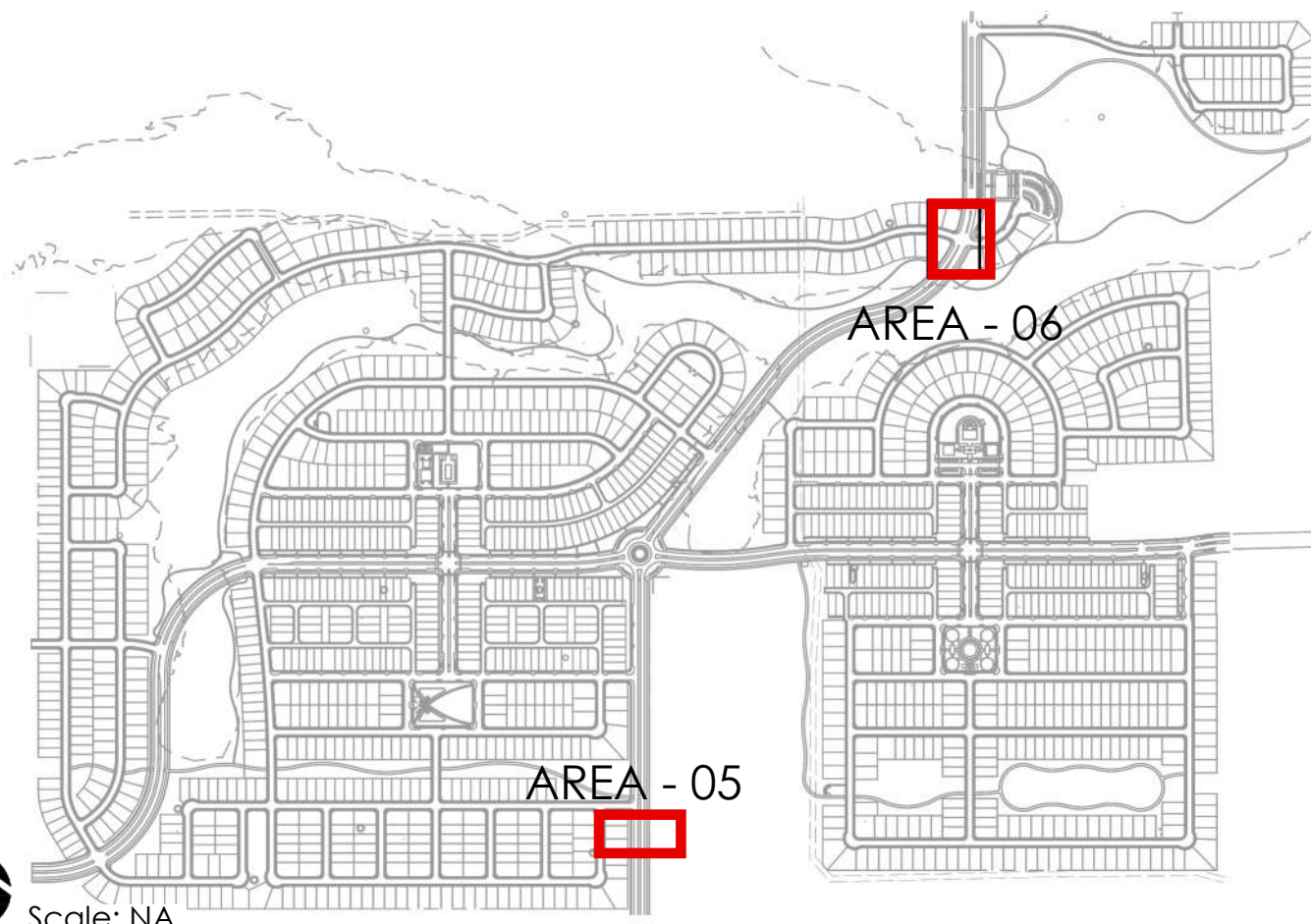


LEGEND	
	20 FT BUFFER YARD REQUIREMENT
	15 FT BUFFER YARD REQUIREMENT

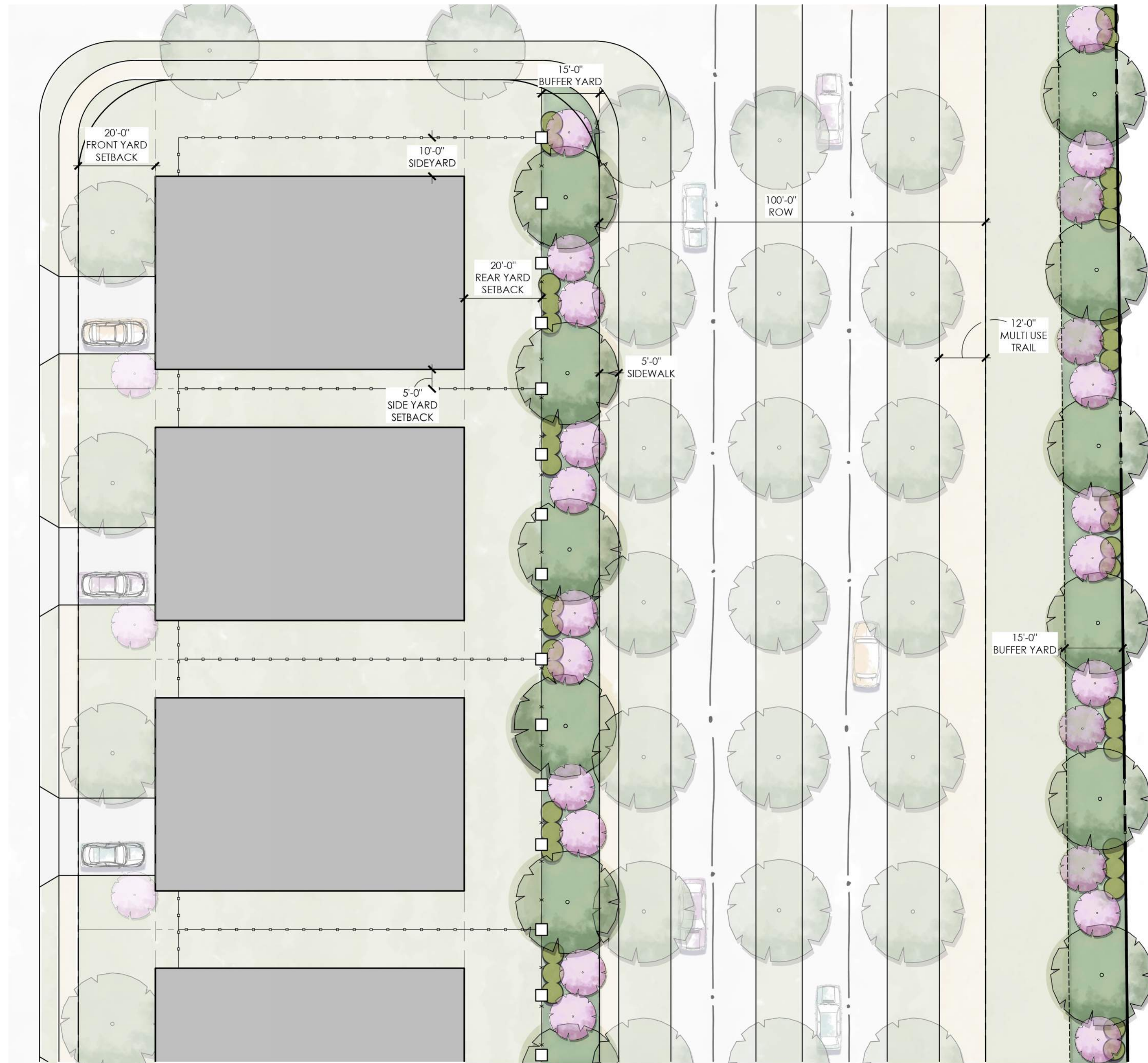

SCALE: NTS







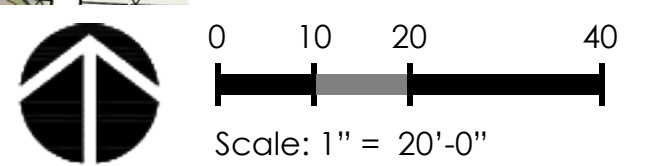
Scale: NA
KEY MAP

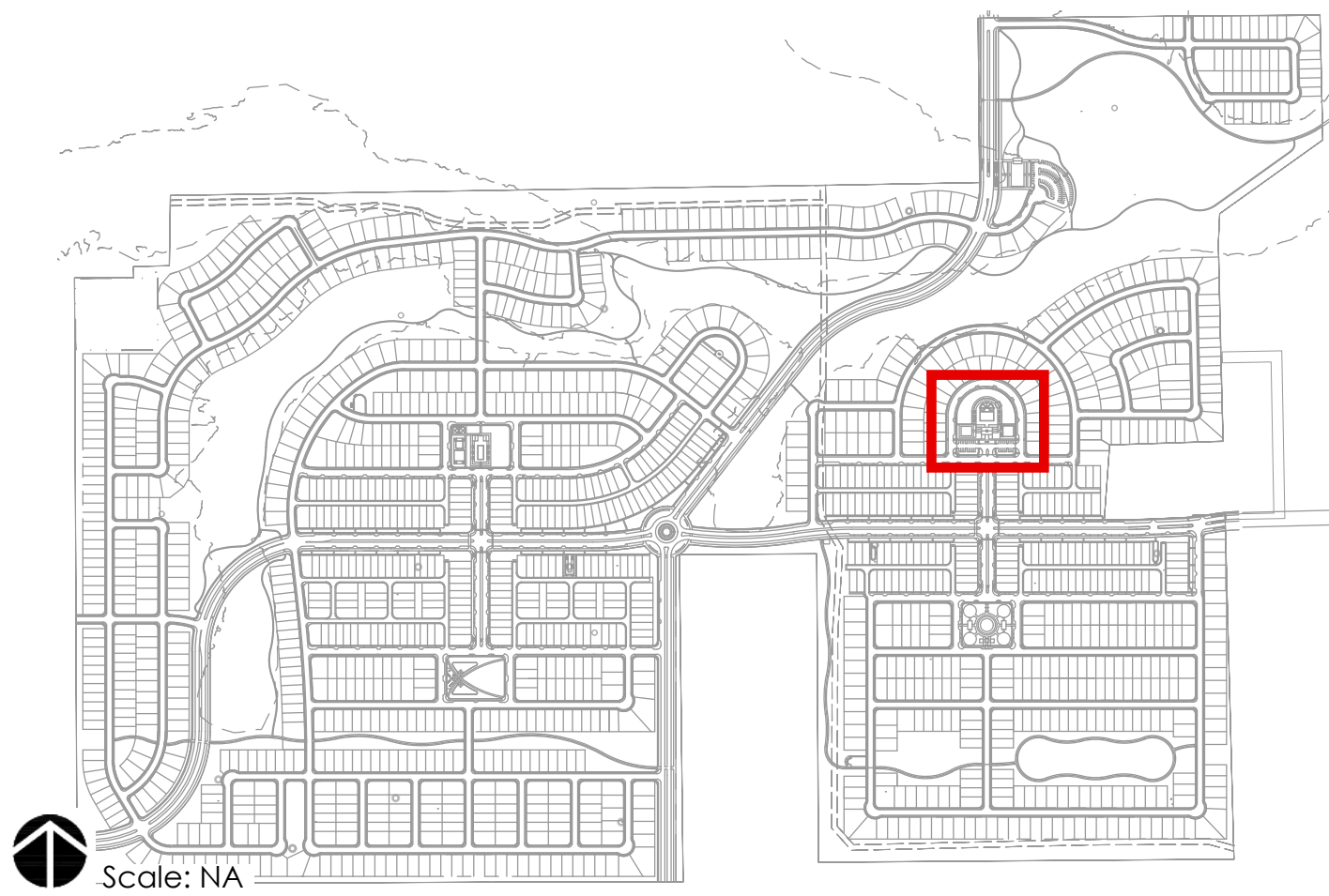


AREA - 05



AREA - 06





KEY MAP



ARCHITECTURAL AESTHETIC - 01



OPEN LAWN



CANOPY TREE OPTION



PLAYGROUND

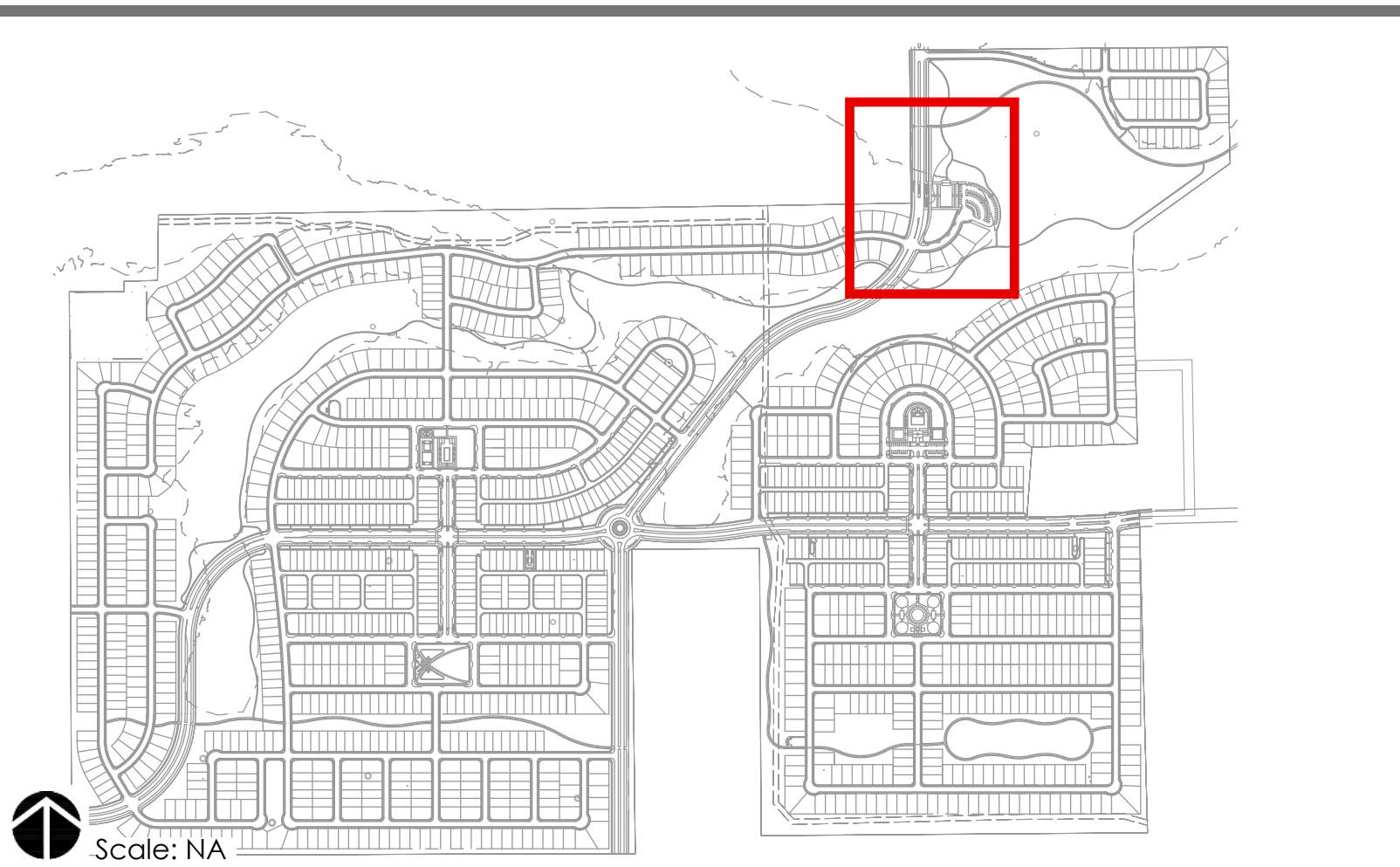


COMMUNITY POOL



PICKLE BALL COURT





KEY MAP



FARMERS MARKET



DEVELOPMENT SIGNAGE AT PAVILION



ARCHITECTURAL AESTHETIC

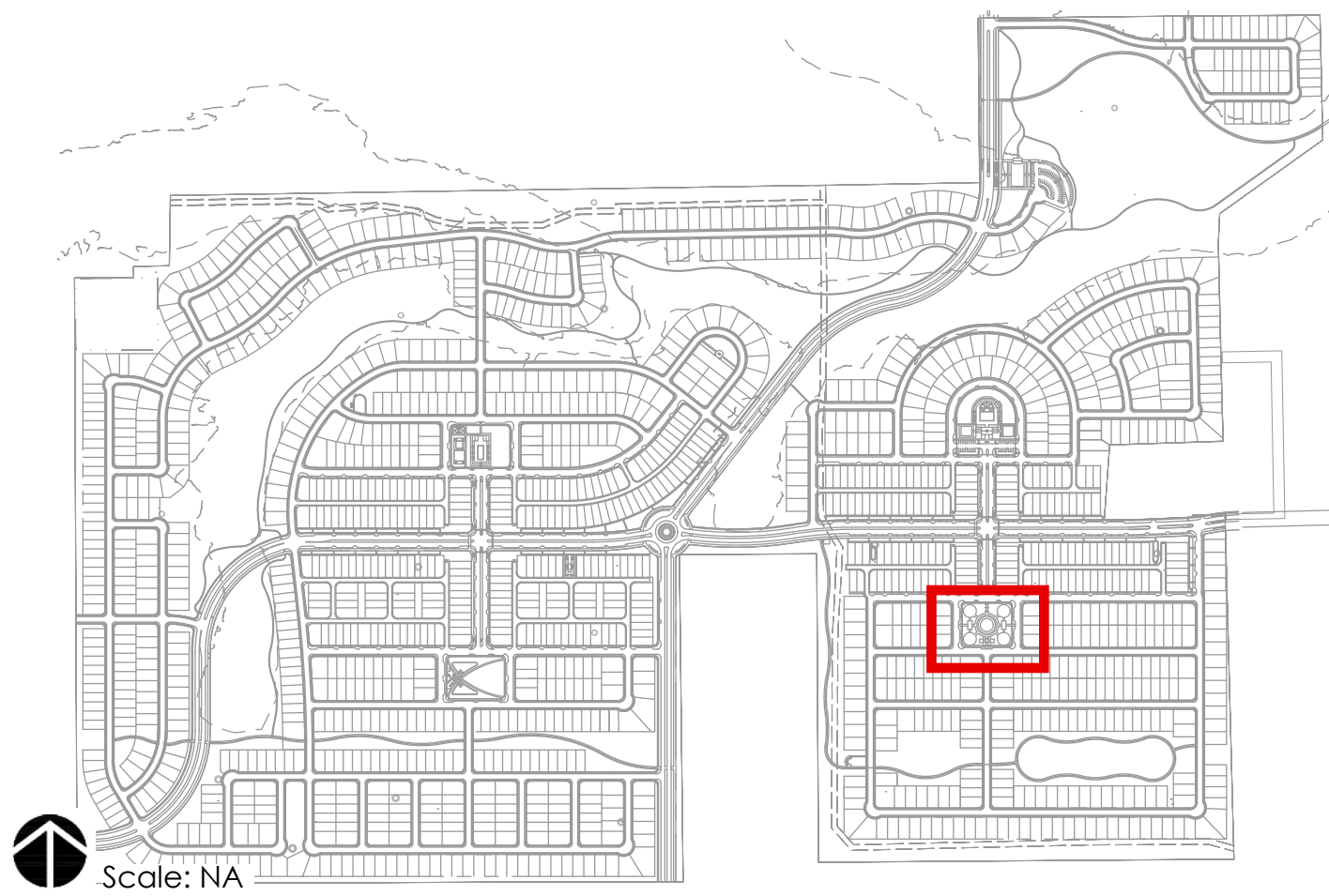


TEIRED FOUNTAIN INSPIRATION



SCUPPER FOUNTAIN INSPIRATION





KEY MAP



PAVILION - PICNIC / SEATING AREA



ENTRY ARBOR



KID PLAYGROUND



TODDLER-PRESCHOOLER PLAYGROUND

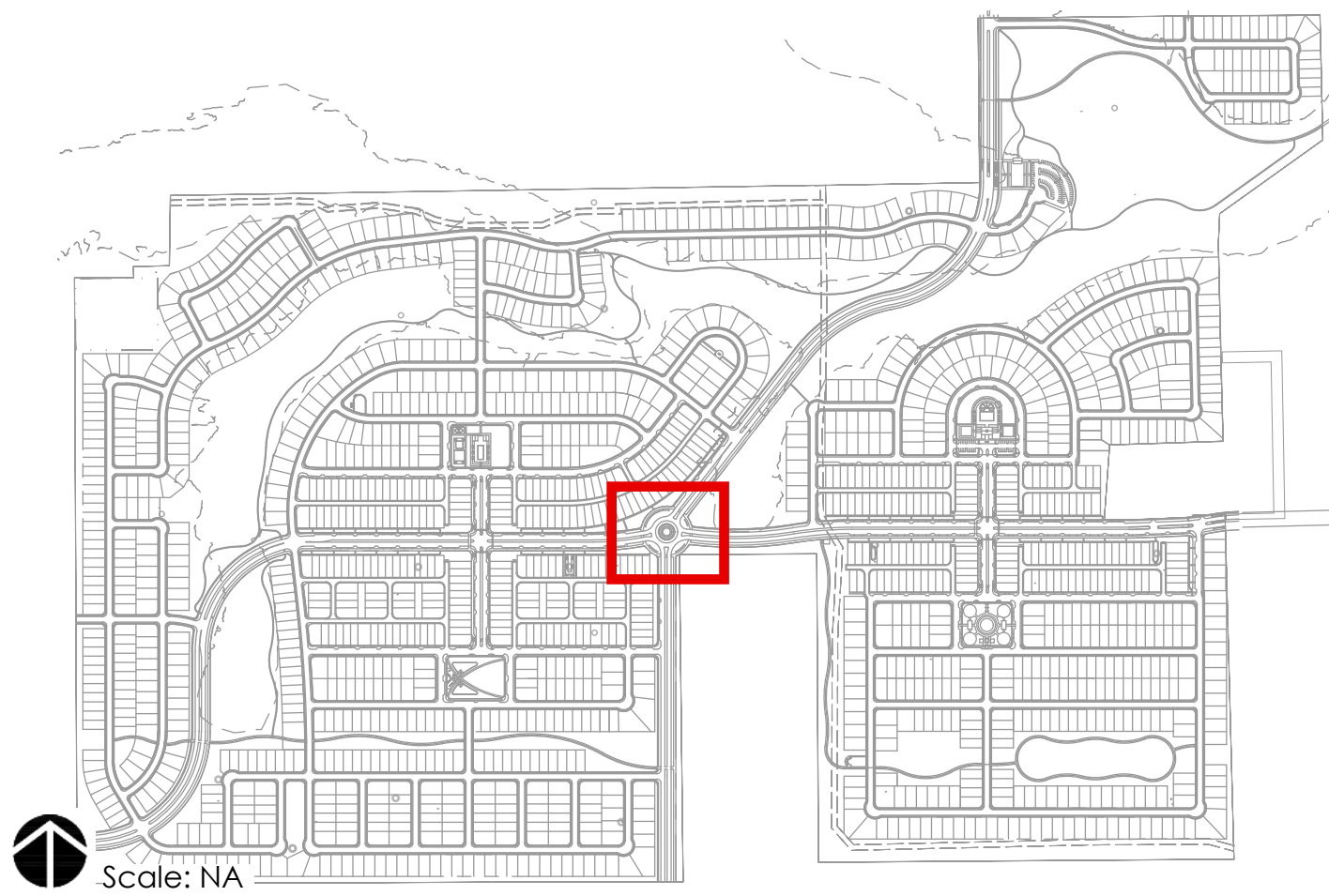


SPLASH PAD



BASKETBALL COURT





KEY MAP



FLAG CITY DETAIL



ORNAMENTAL TREE DETAIL



ROUNDBOUT TREE DETAIL



MULTI USE TRAIL



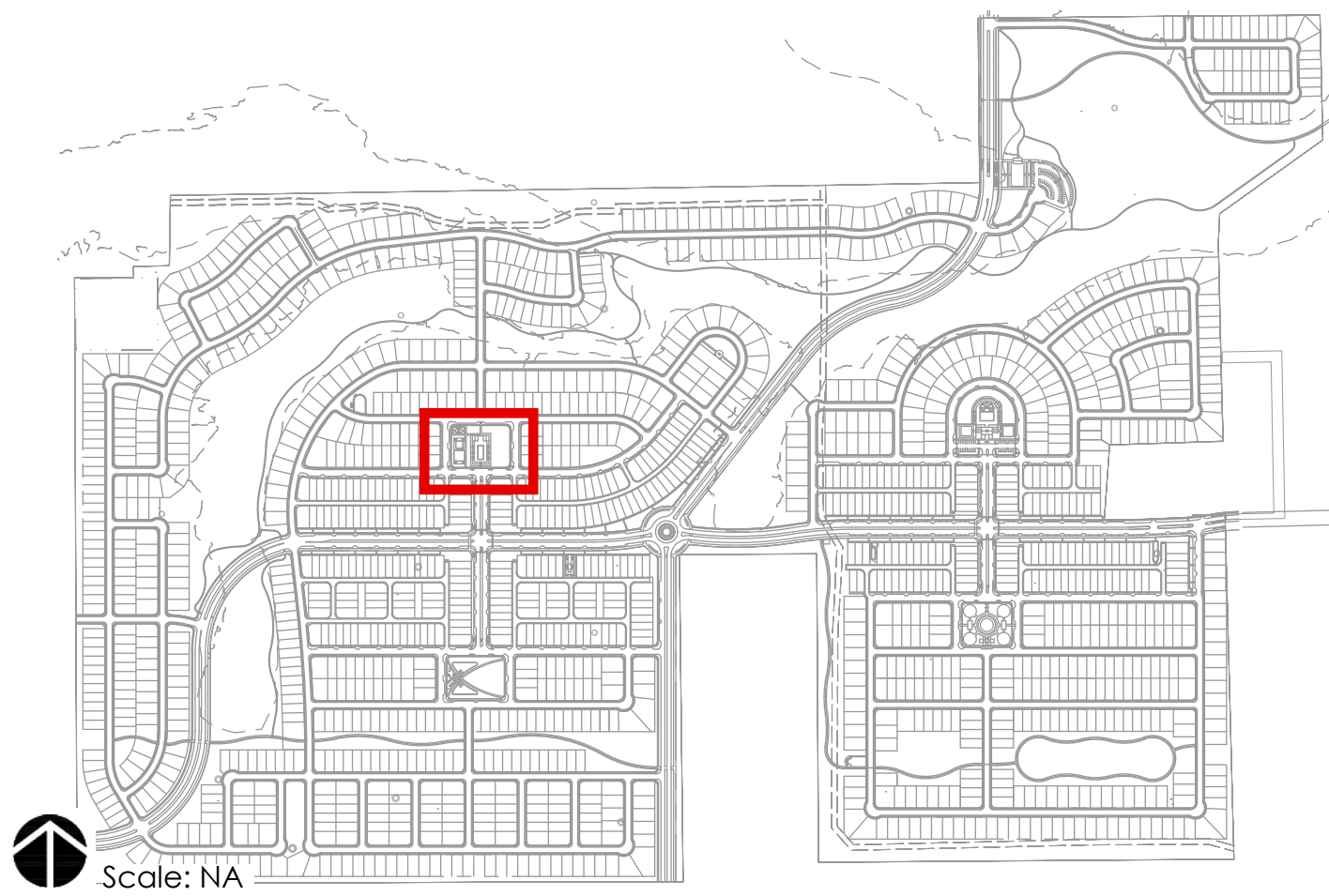
ROUNDBOUT SCULPTURE - OPTION 02



ROUNDBOUT SCULPTURE - OPTION 01



Scale: NA



KEY MAP



CABANA DETAIL



COMMUNITY POOL



OPEN LAWN



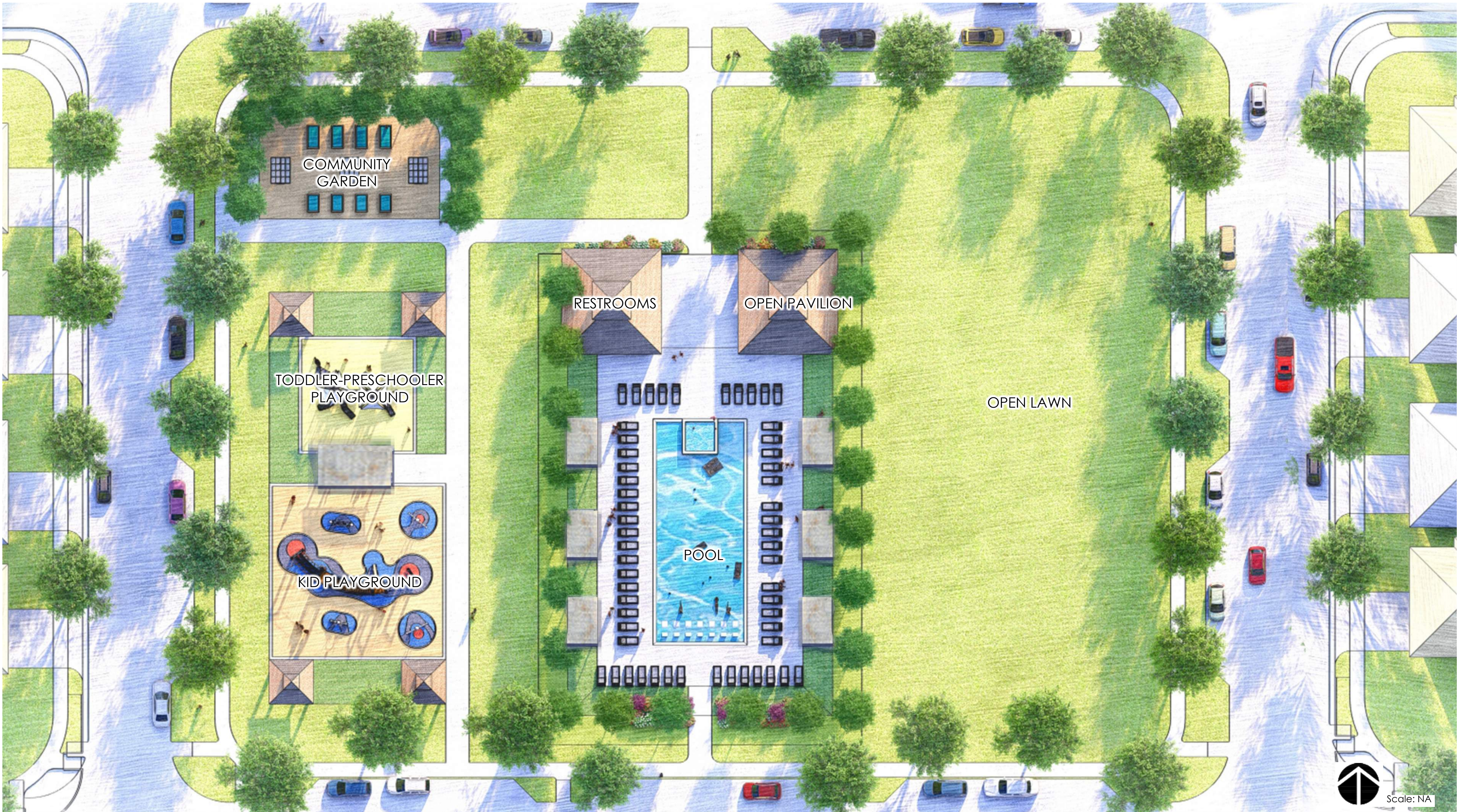
CANOPY TREES

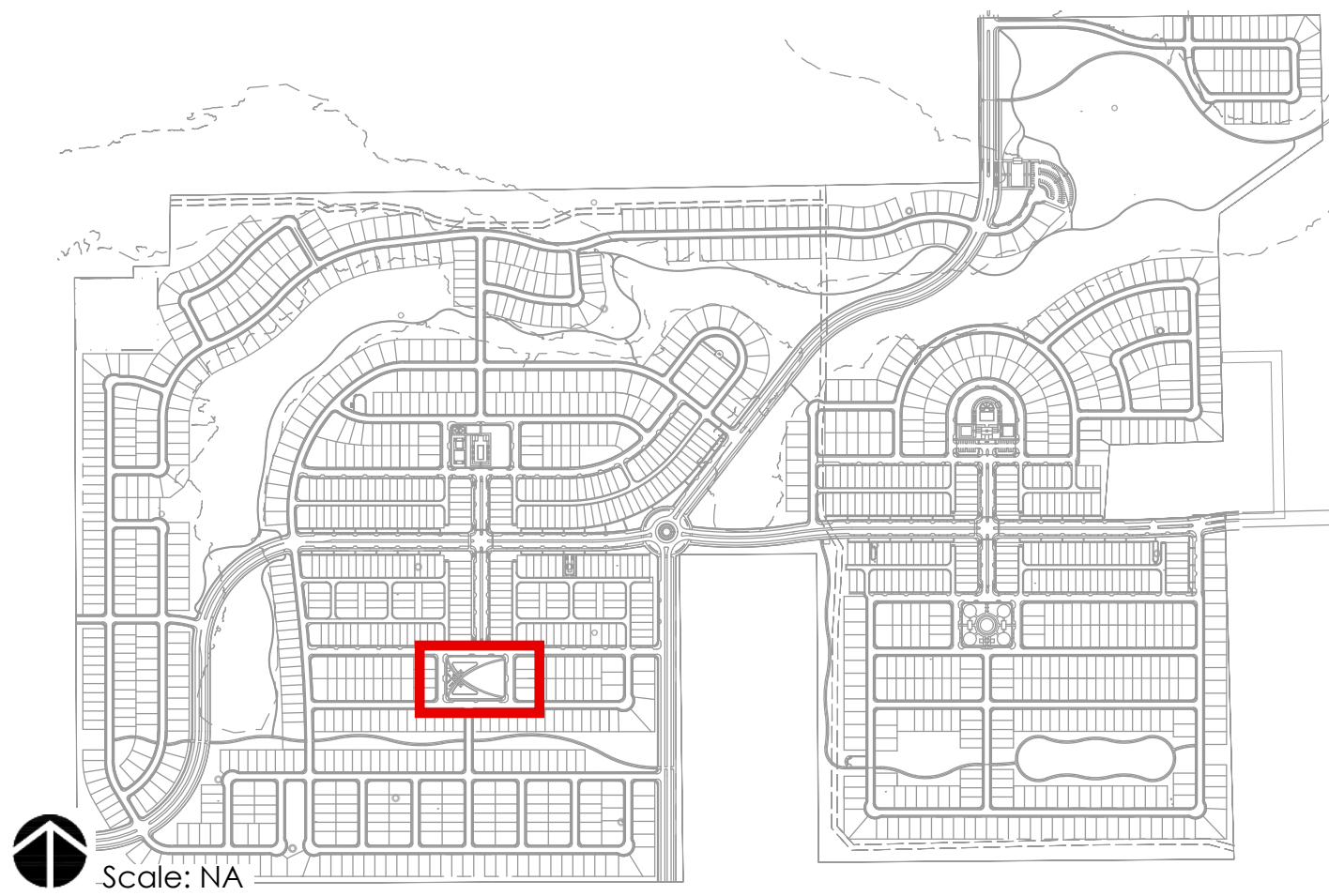


ARCHITECTURAL AESTHETIC - AMENITY CENTER



PLAYGROUND





KEY MAP



PARK INSPIRATION



OPEN LAWN



PAVILION SEATING



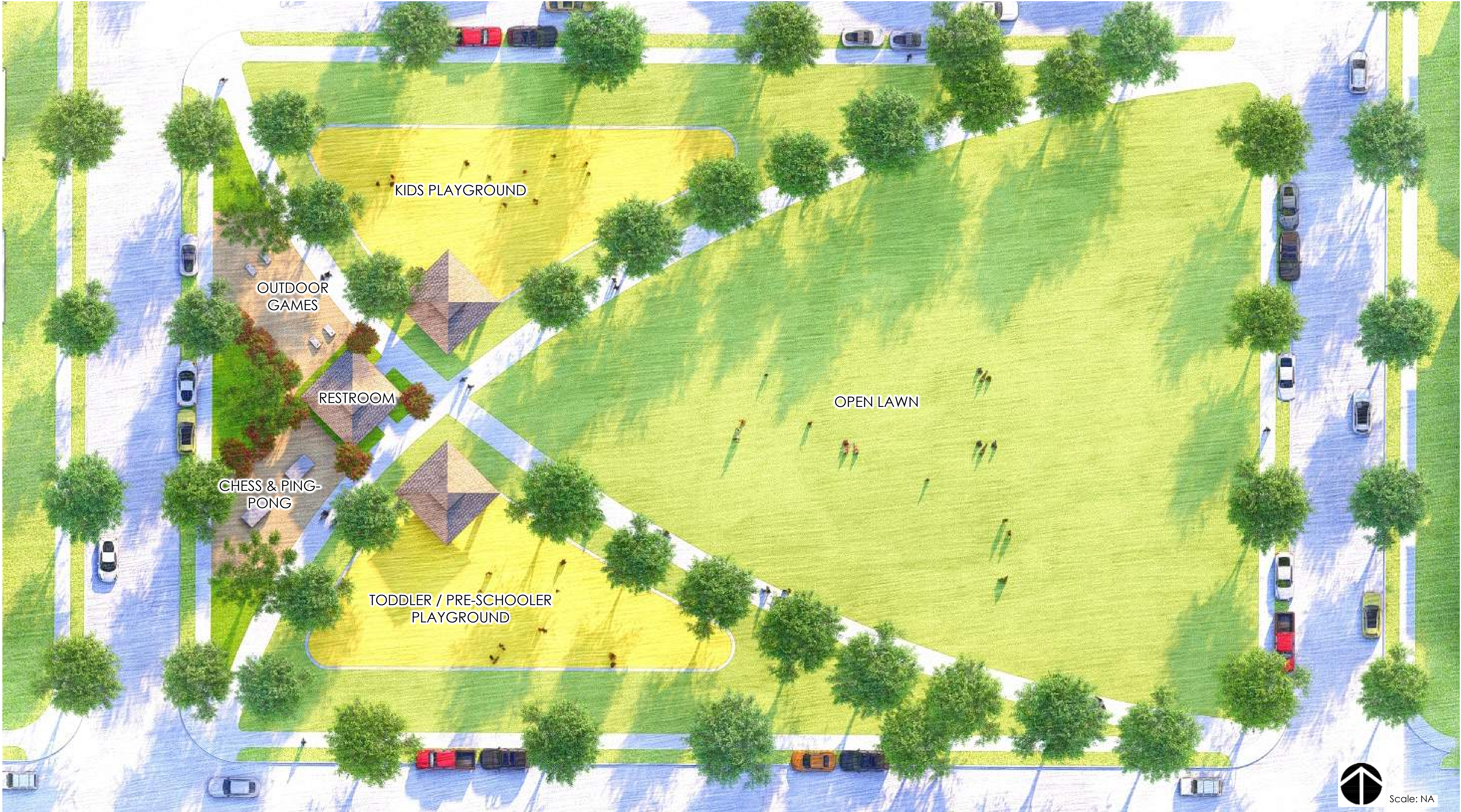
CANOPY TREE DECIDUOUS



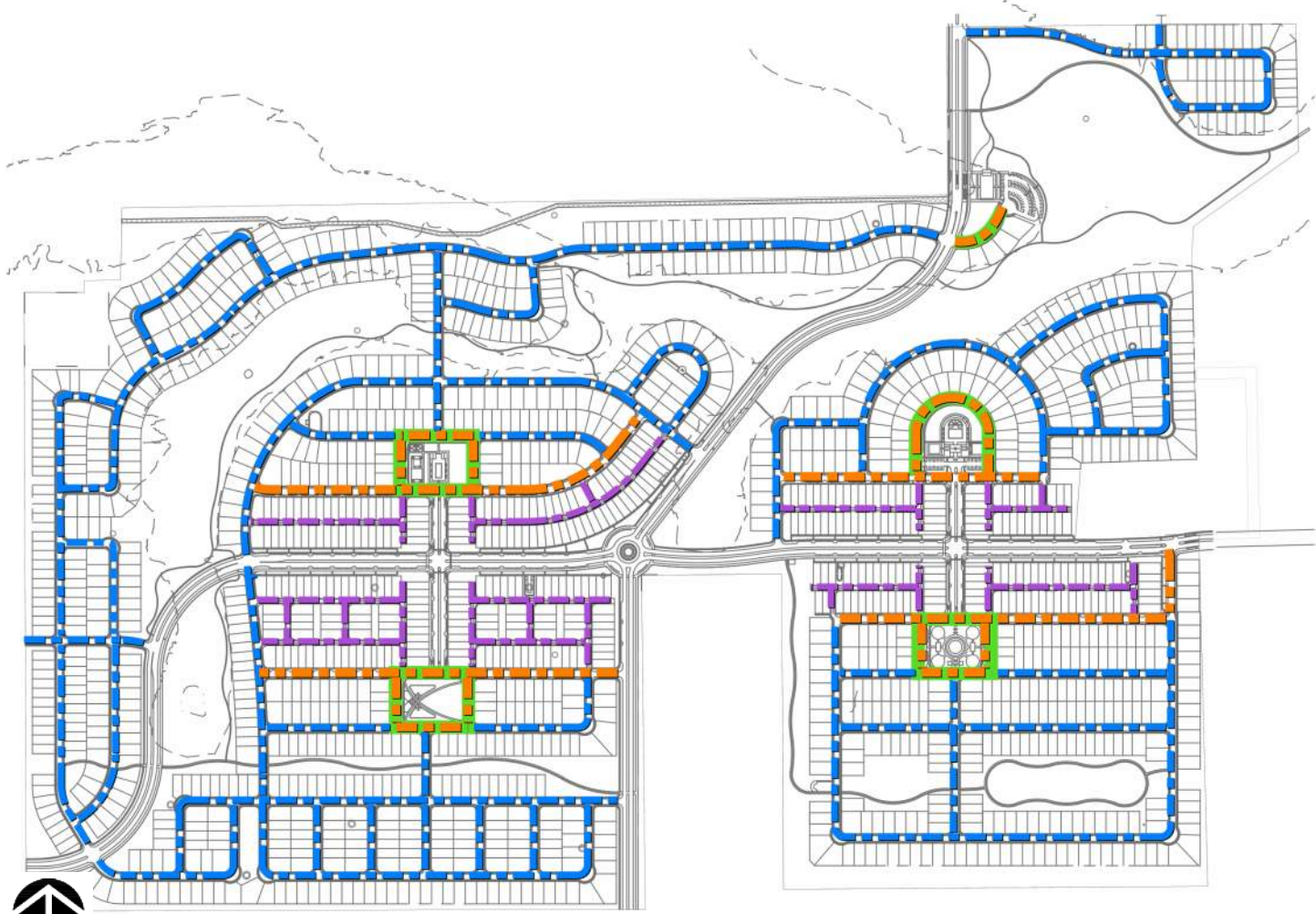
OUTDOOR GAMES & AMENITIES



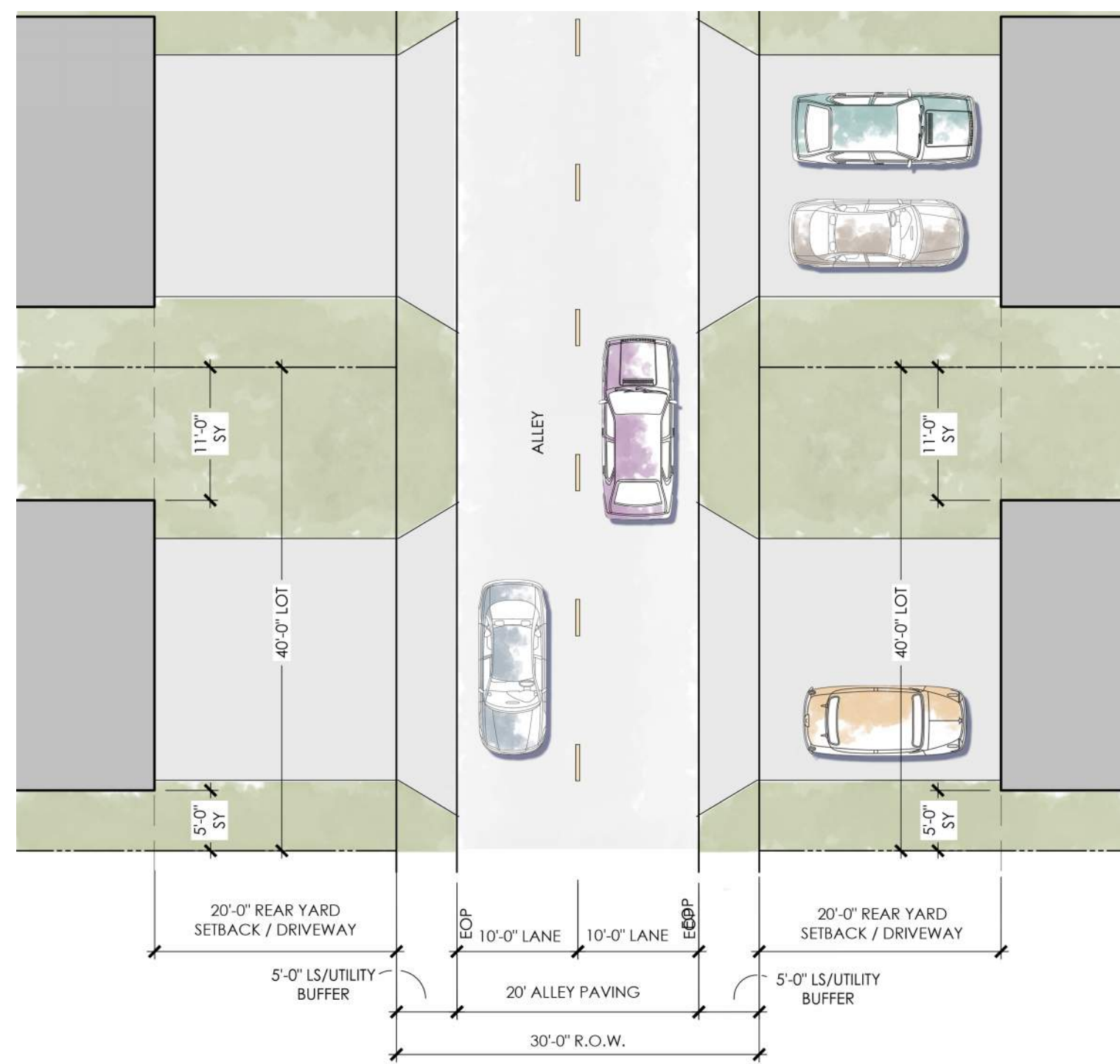
TODDLER-PRE SCHOOLER / KIDS PLAYGROUND



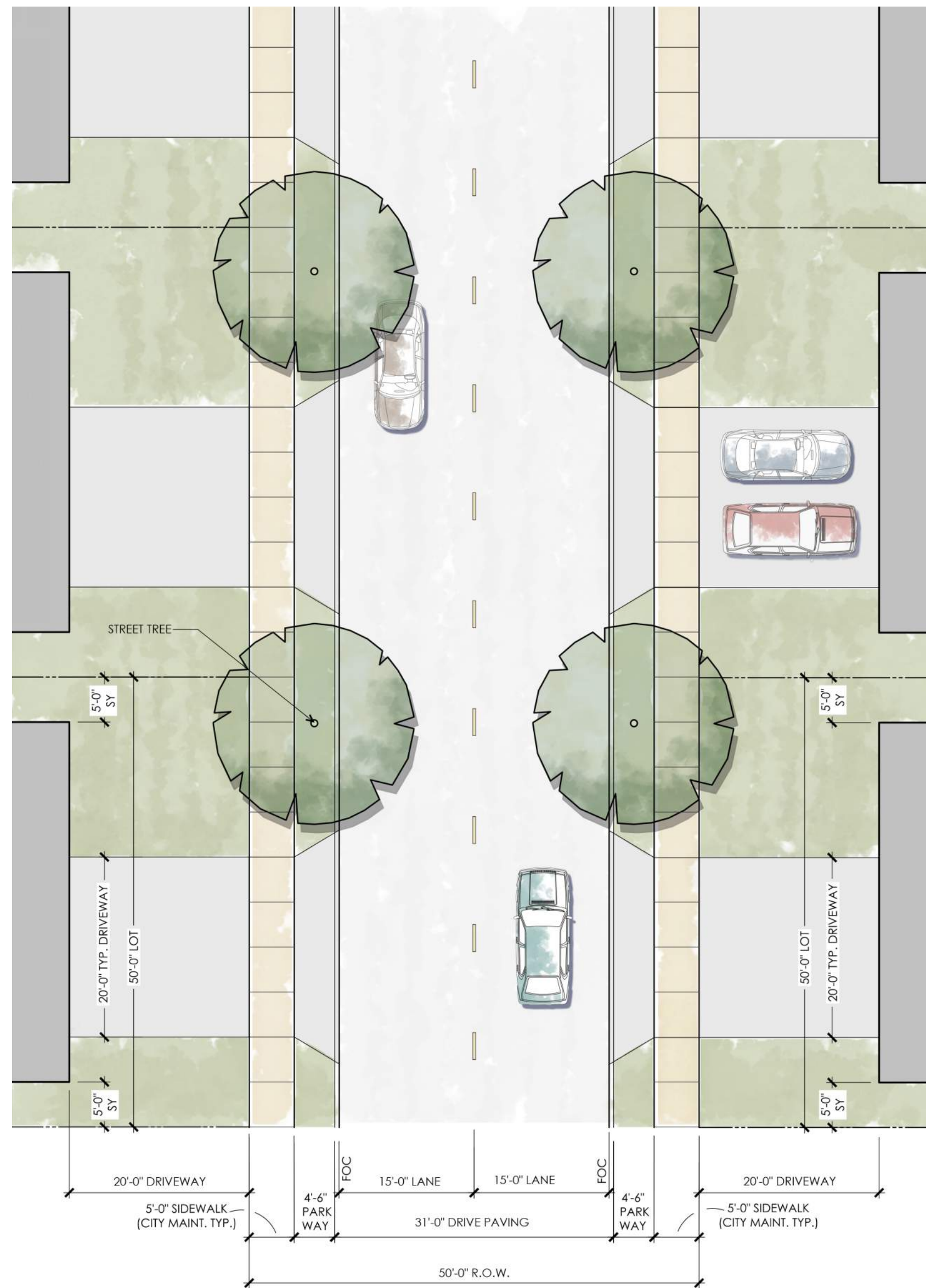
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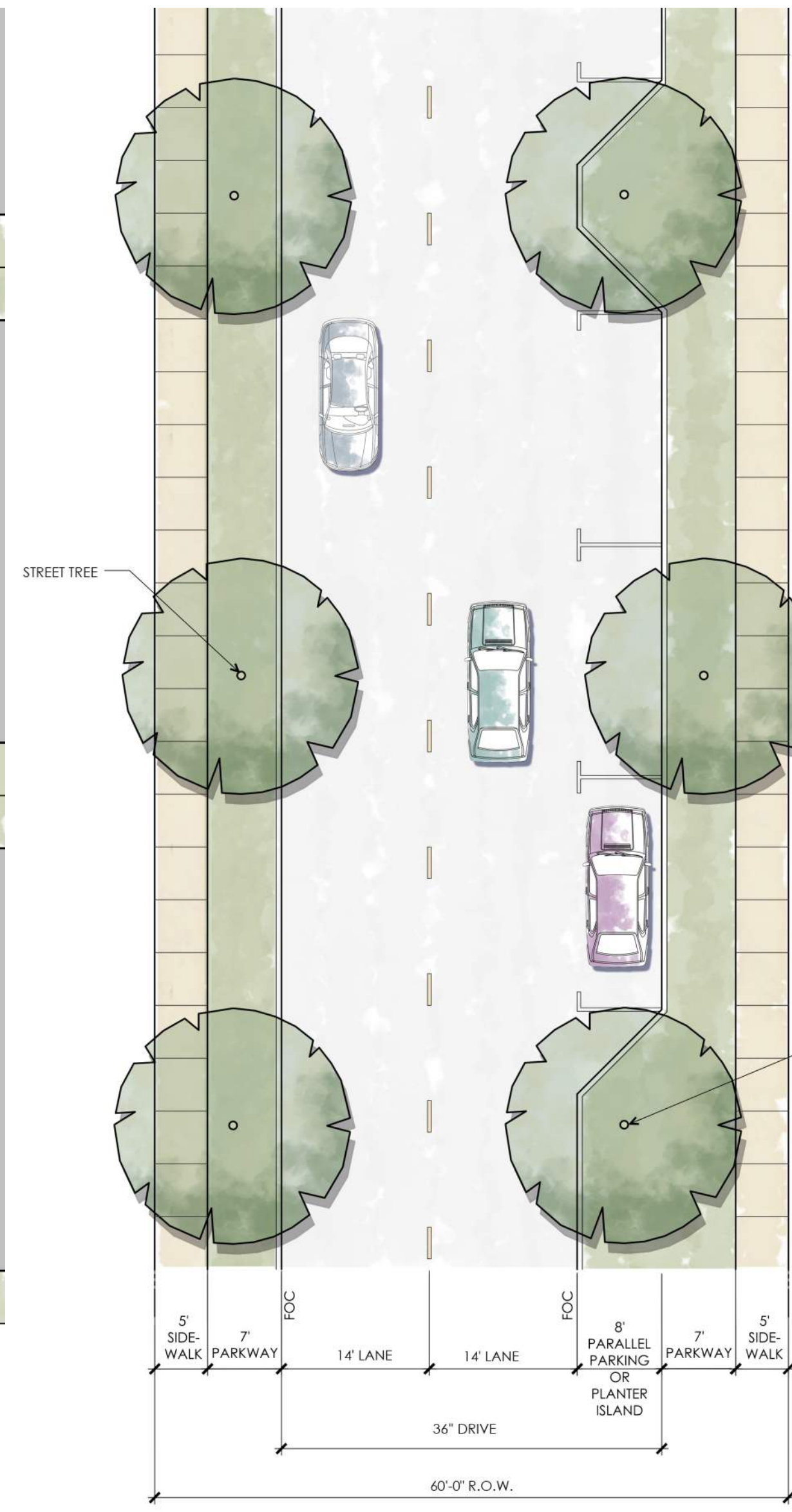
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KEY MAP



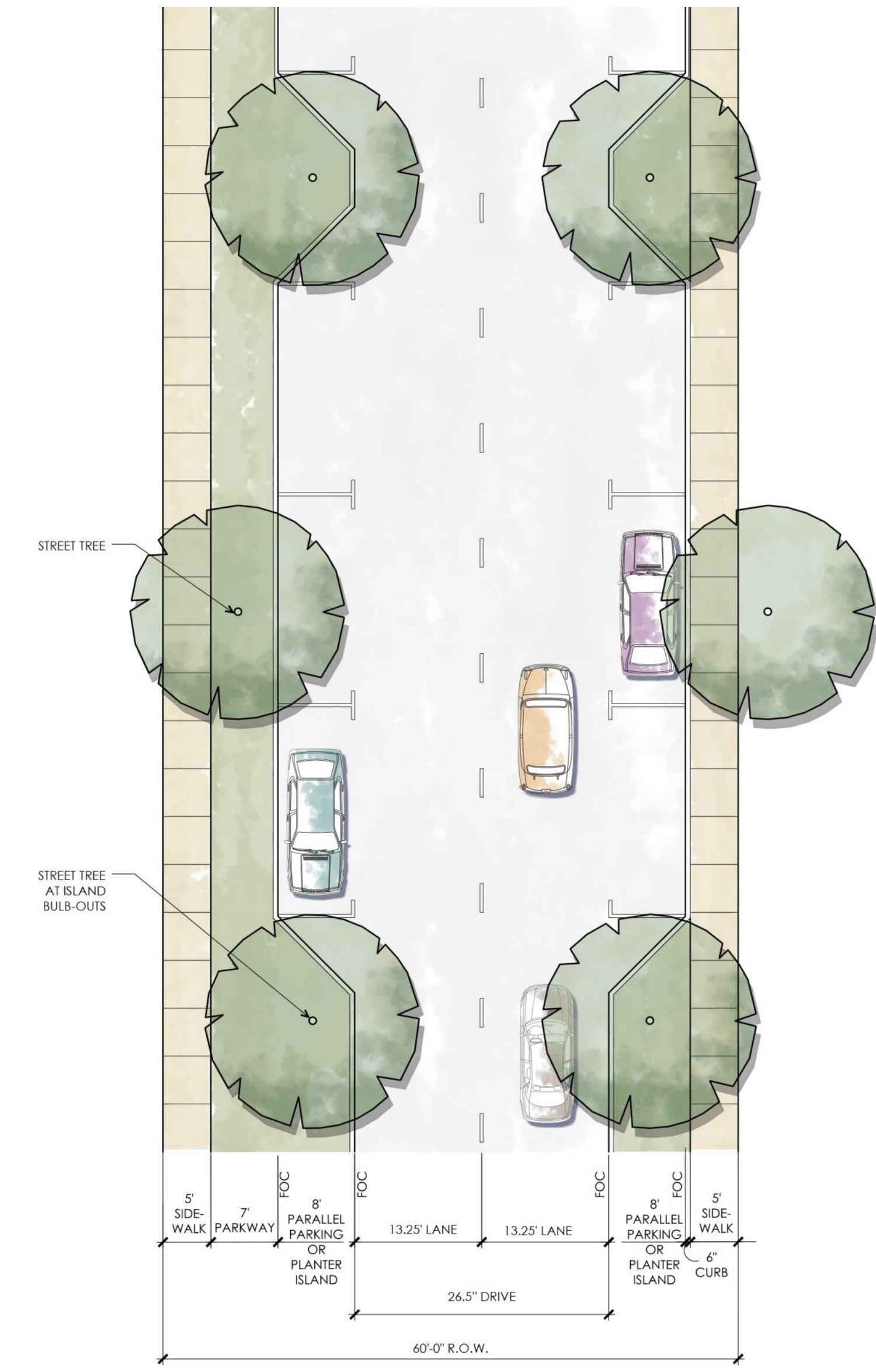
30 Ft Alley ROW Street Plan / Section



50 Ft ROW Street Plan / Section



60 Ft ROW Street Plan / Section - Type A



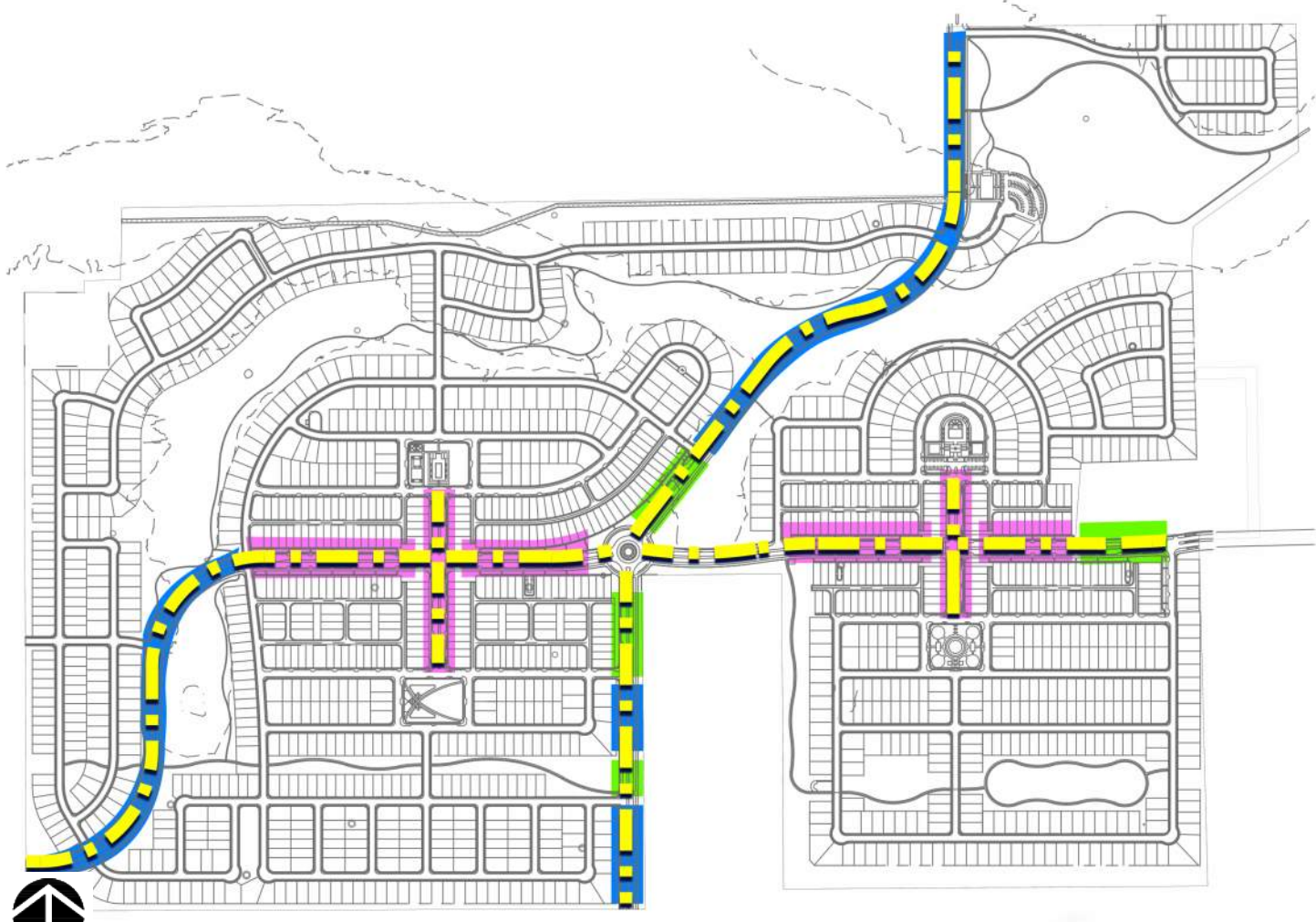
60 Ft ROW Street Plan / Section - Type B

UTILITY LEGEND	
●	WATER MAIN
●	STORM
●	SANITARY SEWER

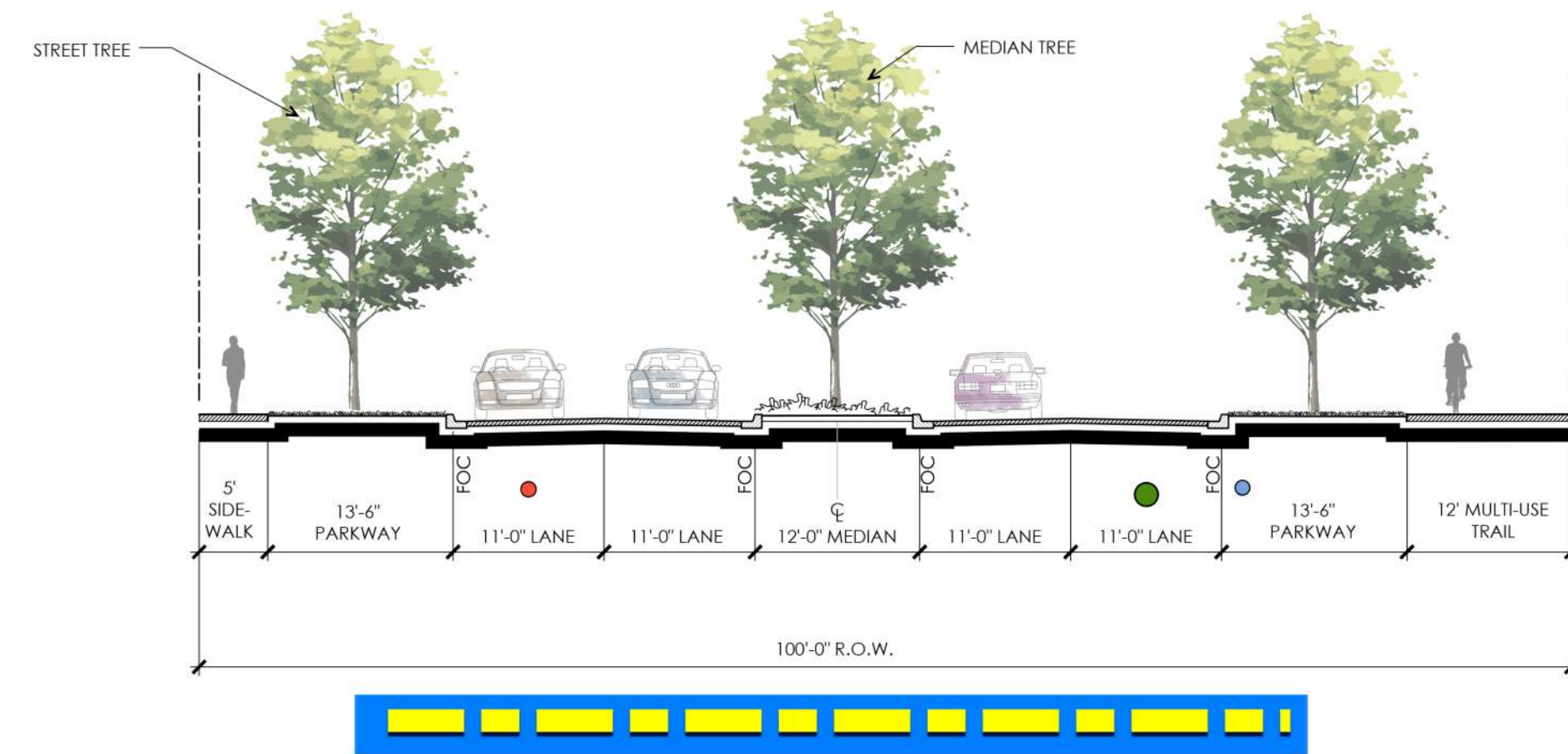
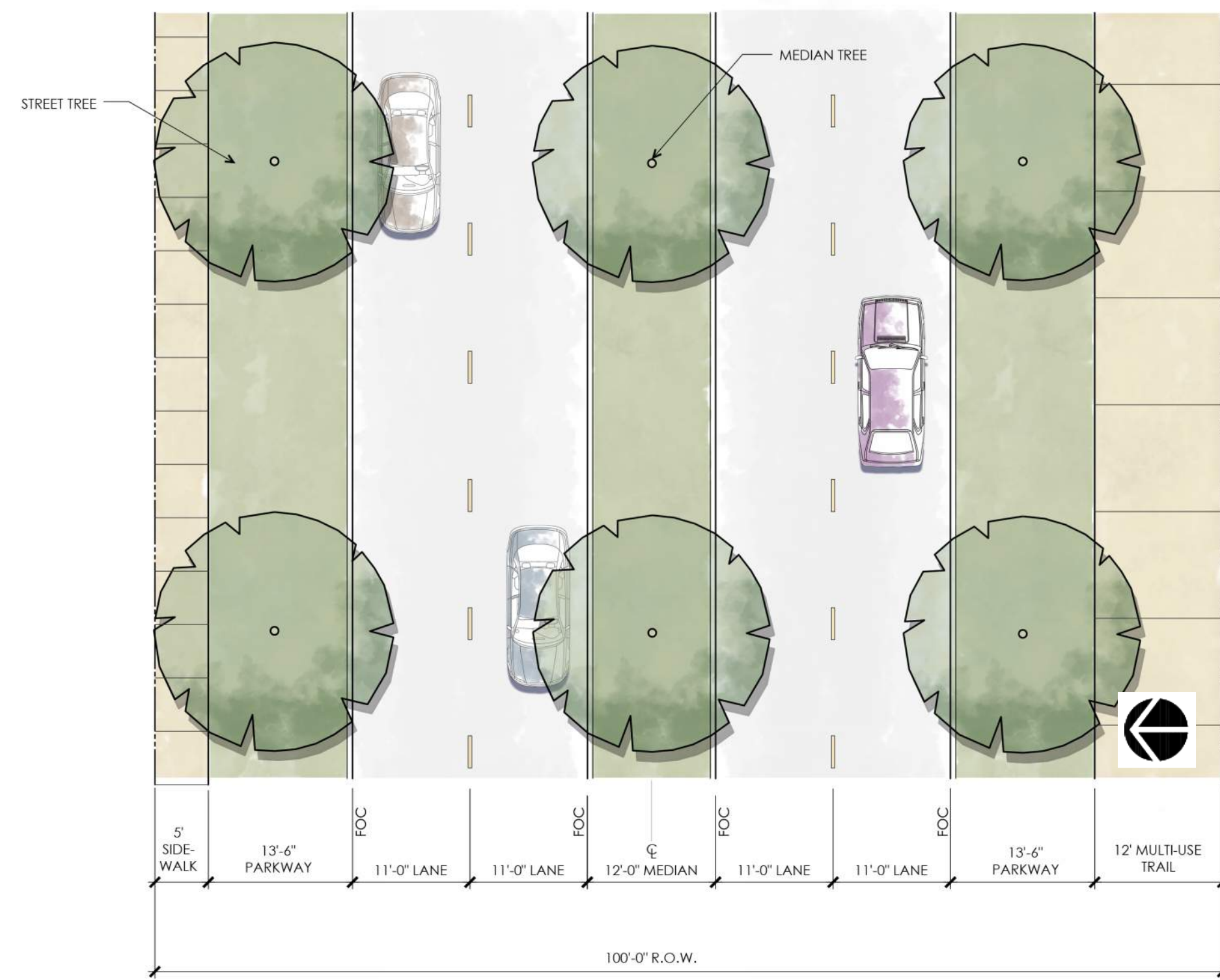
CUESTA

EXHIBIT G - STREET PLAN / SECTION

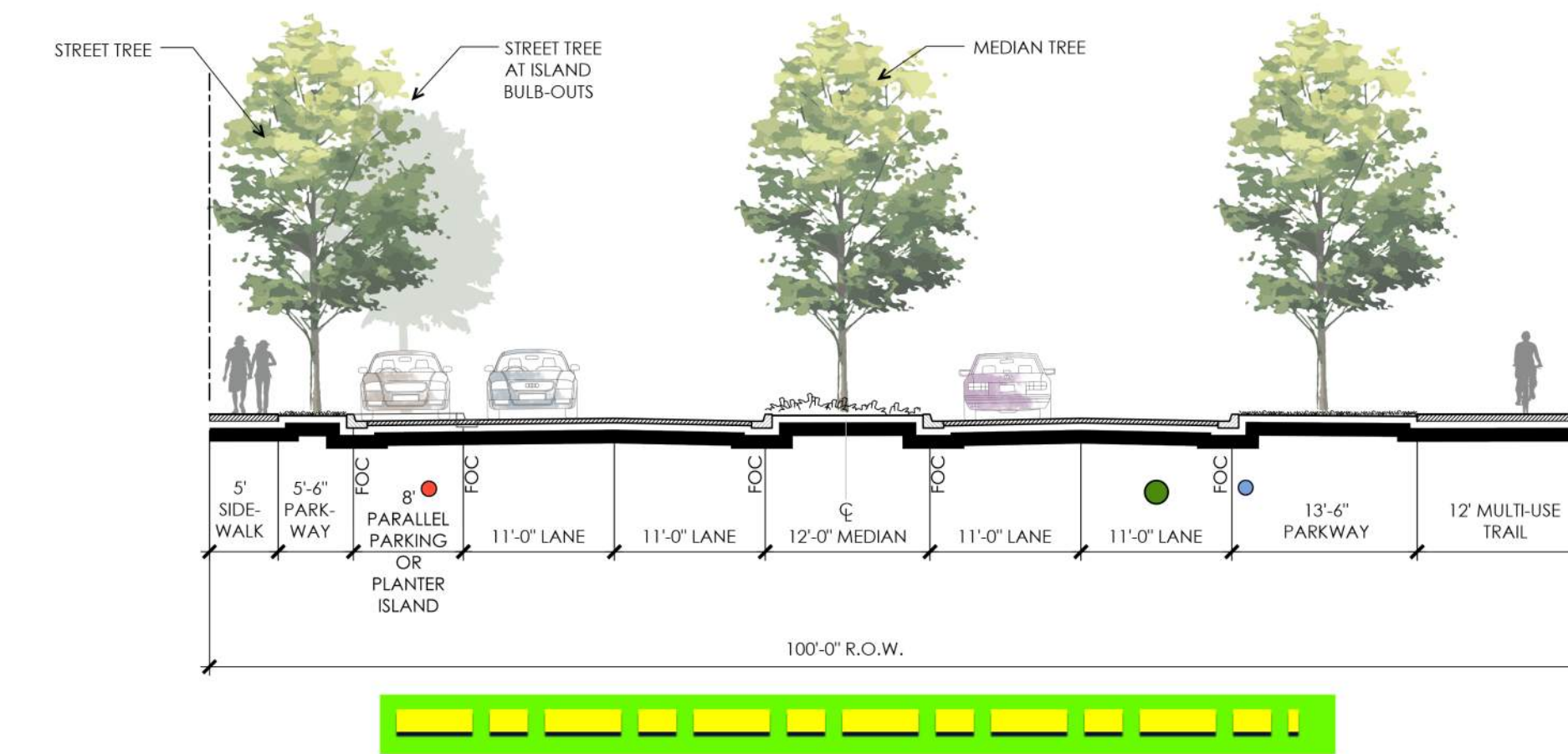
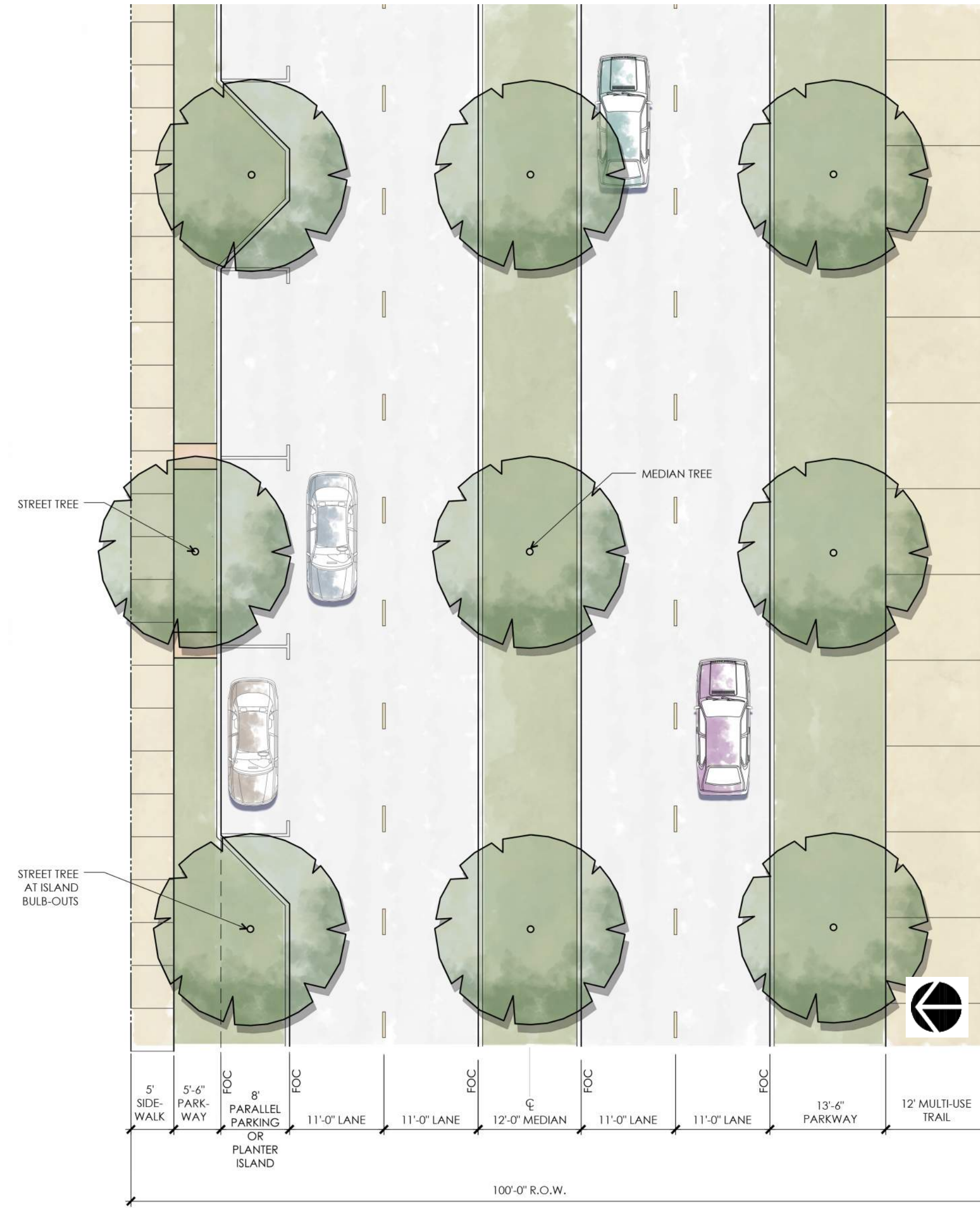
Kimley»Horn TALSON
DESIGN



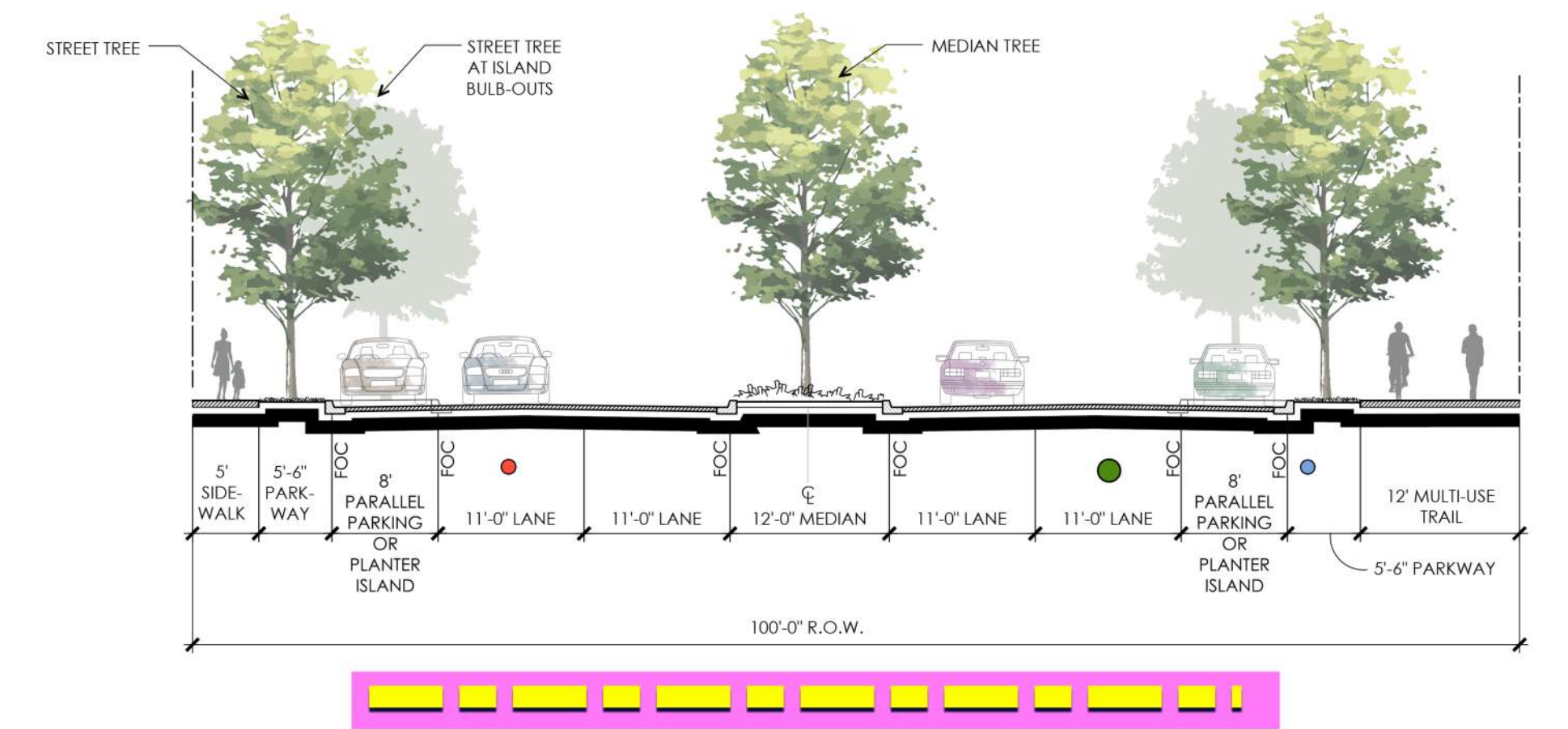
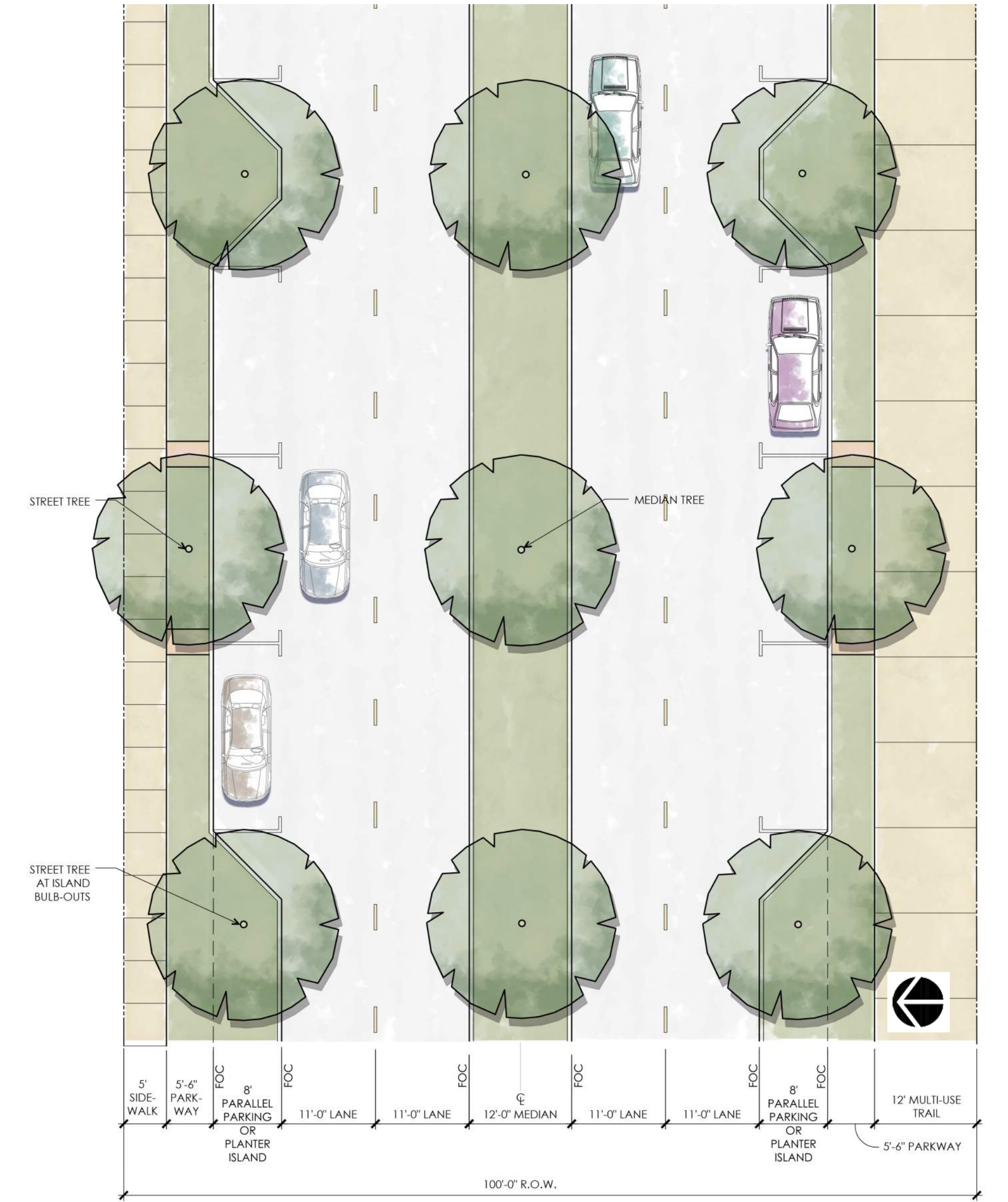
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KEY MAP



100 Ft ROW - Type A Street Plan / Section

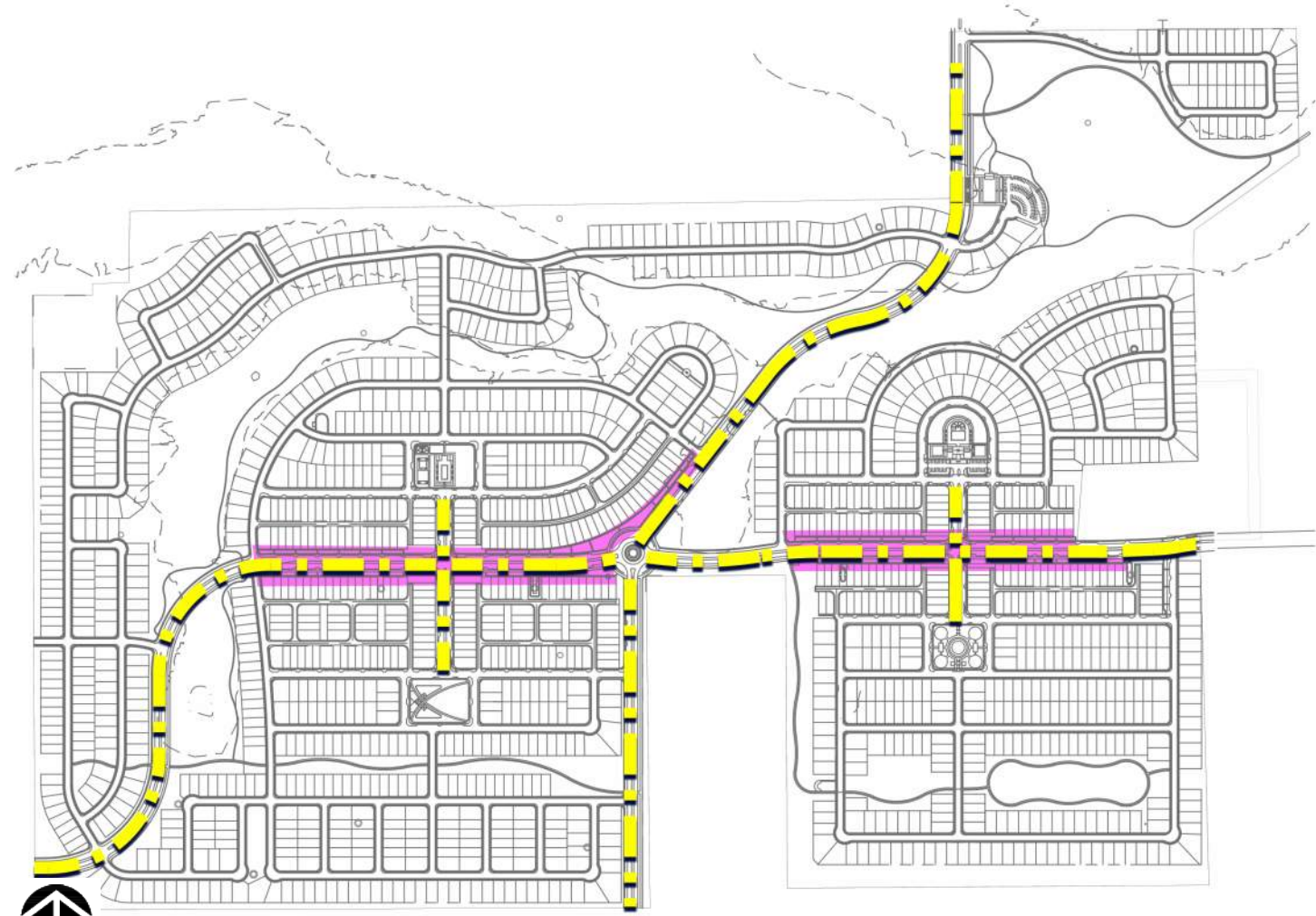


100 Ft ROW - Type B Street Plan / Section

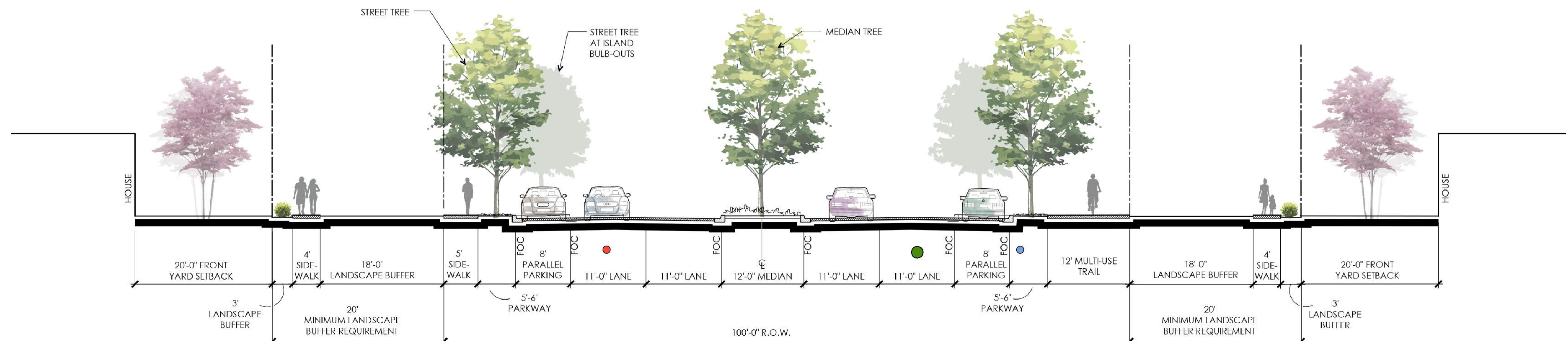
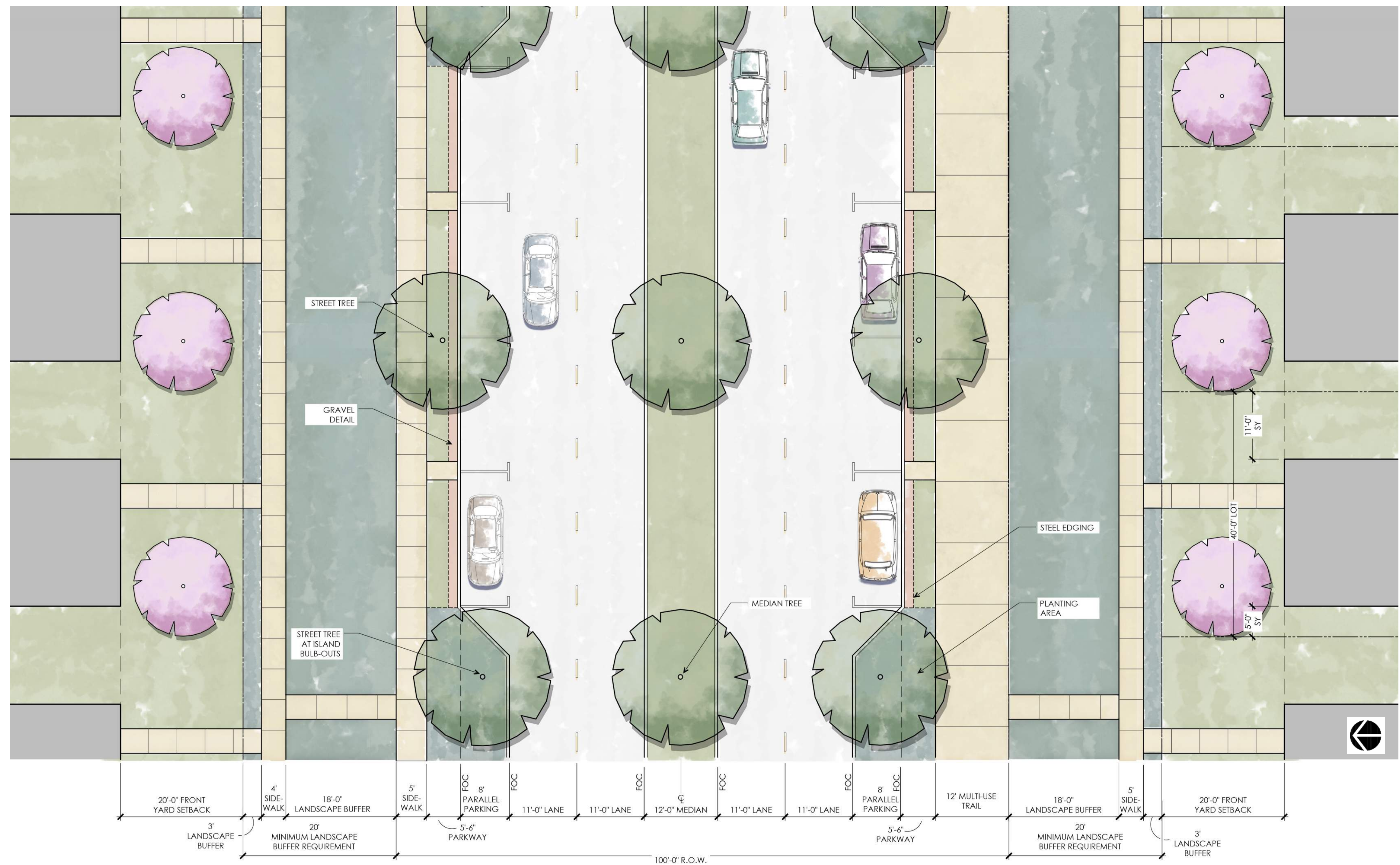


100 Ft ROW - Type C Street Plan / Section

UTILITY LEGEND	
●	WATER MAIN
●	STORM
●	SANITARY SEWER



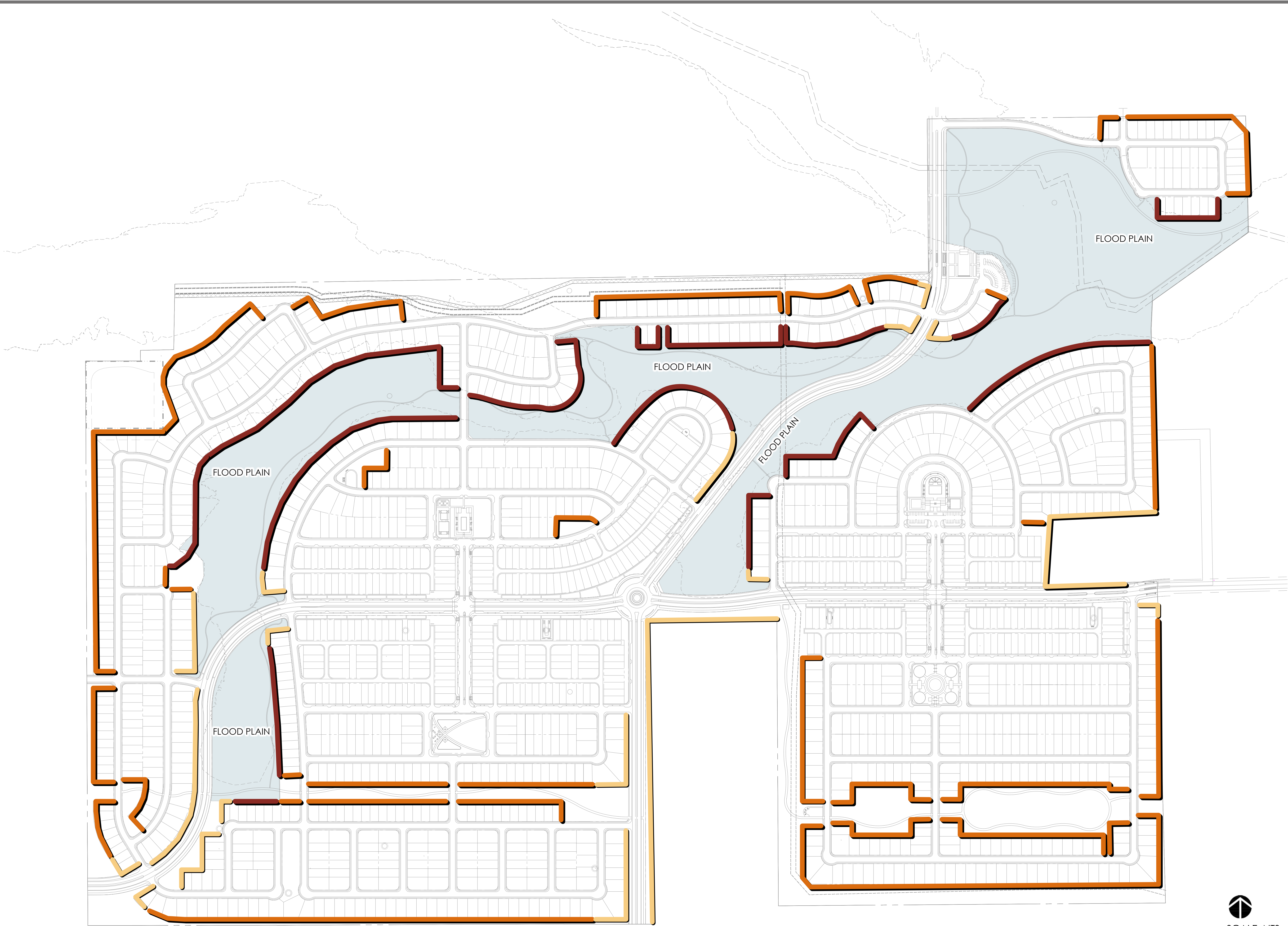
Scale: NA
KEY MAP



100 Ft ROW - Type C Street Plan / Section

UTILITY LEGEND	
●	WATER MAIN
●	STORM
●	SANITARY SEWER

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WROUGHT IRON FENCE



WOOD PICKET FENCE



MASONRY WALL
BRICK COLOR AESTHETIC



MASONRY WALL
COLUMN AESTHETIC



SCALE: NTS

NOTE: ALL INTERNAL LOTS TO HAVE WOODEN FENCE

TALSON DESIGN PARTNERED WITH TREE MANN SOLUTIONS



IRREE MANN SOLUTIONS
DALLAS, TX

PREPARED BY:

[illegible]

CUESTIA DEVELOPMENT
TALSON DESIGN
ATTN: JAKE SCHWARZ, PLA

Date:	11/07/2024
Check by:	JJ
Drawn By:	SD
Sheet No.	COVER

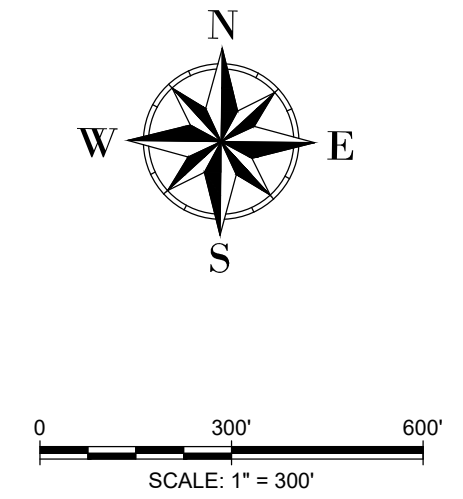
AREA A

AREA B

PROPOSED 30' GAS ACCESS EASEMENT/ROAD

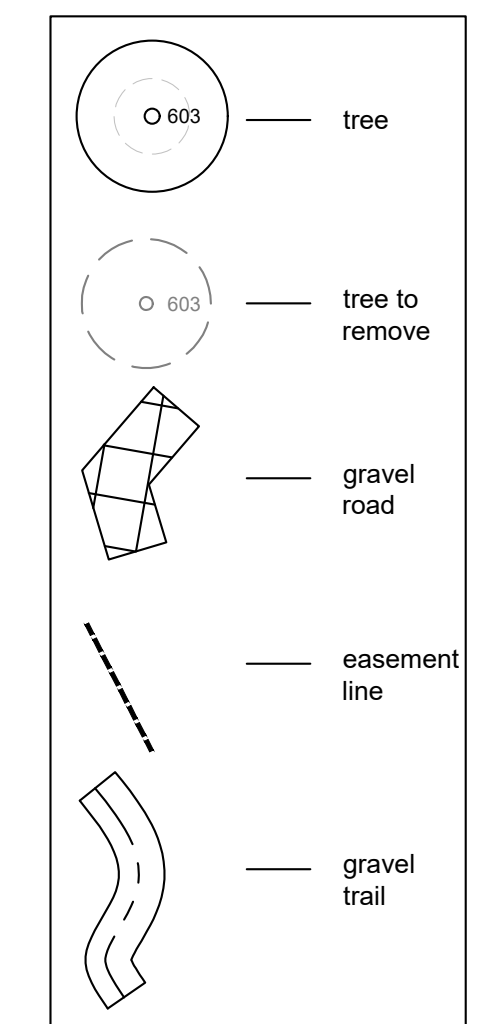
AREA D

AREA C

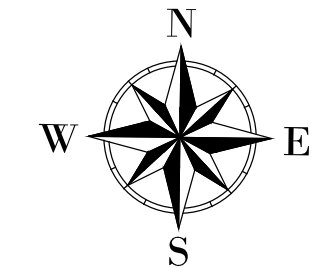


PRELIM TREE SCHEDULE	
Number of trees saved	1182
Number of trees removed	326

LEGEND



**TREE MANN
SOLUTIONS**
PLANNING • PERMITTING • PRESERVATION



tree

tree to remove

gravel road

easement line

gravel trail

[illegible]

CUESTA DEVELOPMENT
TALSON DESIGN
ATTN: JAKE SCHWARZ, PLA

Date:	11/07/2024
Check by:	JJ
Drawn By:	SD
Sheet No.	2 of 6
Project No.	9831

P:\616.195 Meritage Homes\001 Range Creek\Tolson Design\11 Planning & Zoning\11.01 PZ Final Docs

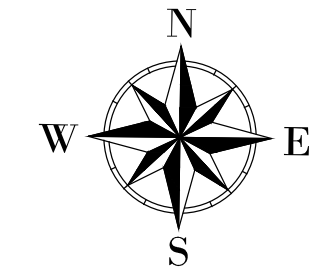
TREE MANN SOLUTIONS
DALLAS, TX

PREPARED BY:

[illegible]

CUESTA DEVELOPMENT
TALSON DESIGN
ATTN: JAKE SCHWARZ, PLA

Date:	11/07/2024
Check by:	JJ
Drawn By:	SD
Sheet No.	3 of 6
Project No.	9831



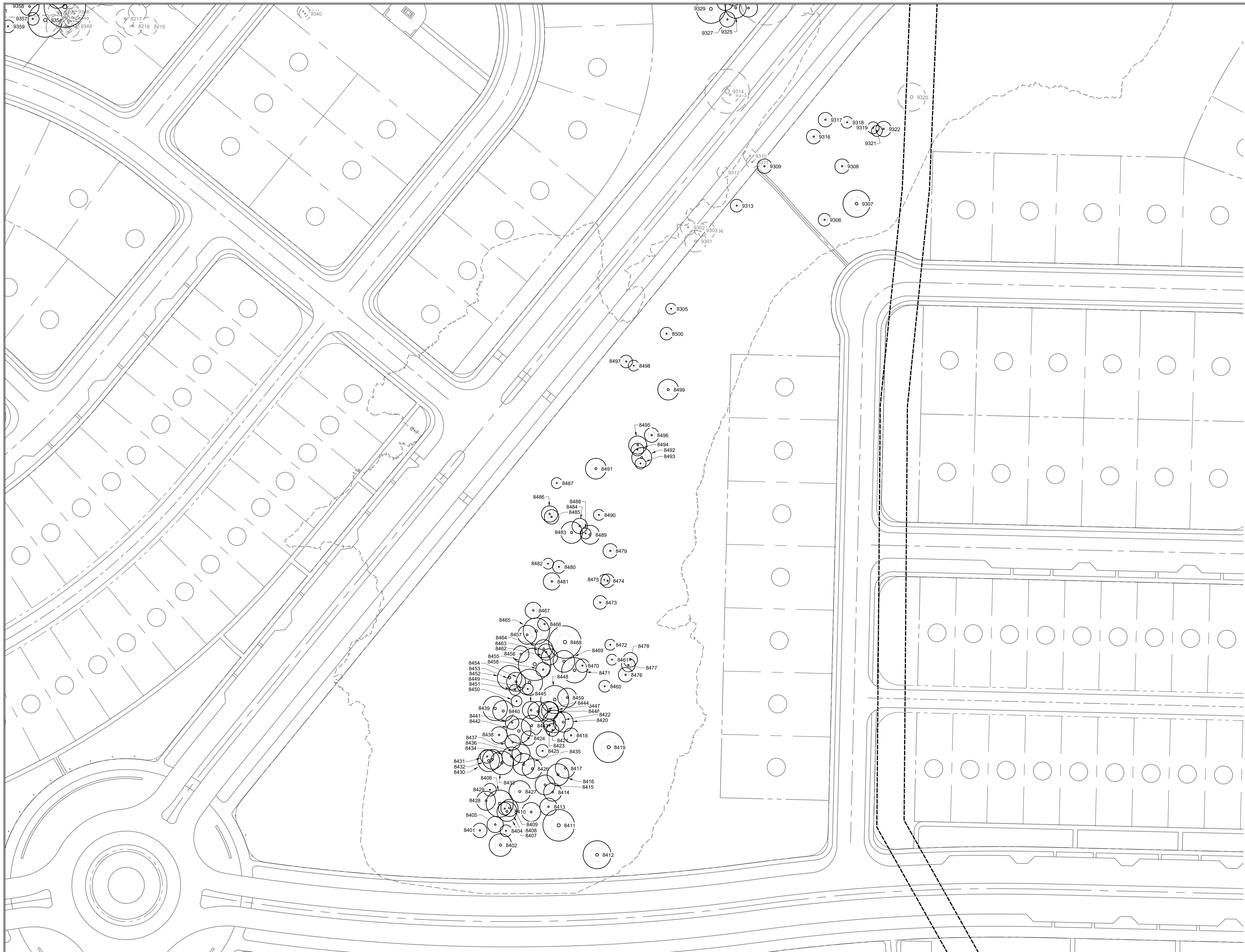
tree

tree to remove

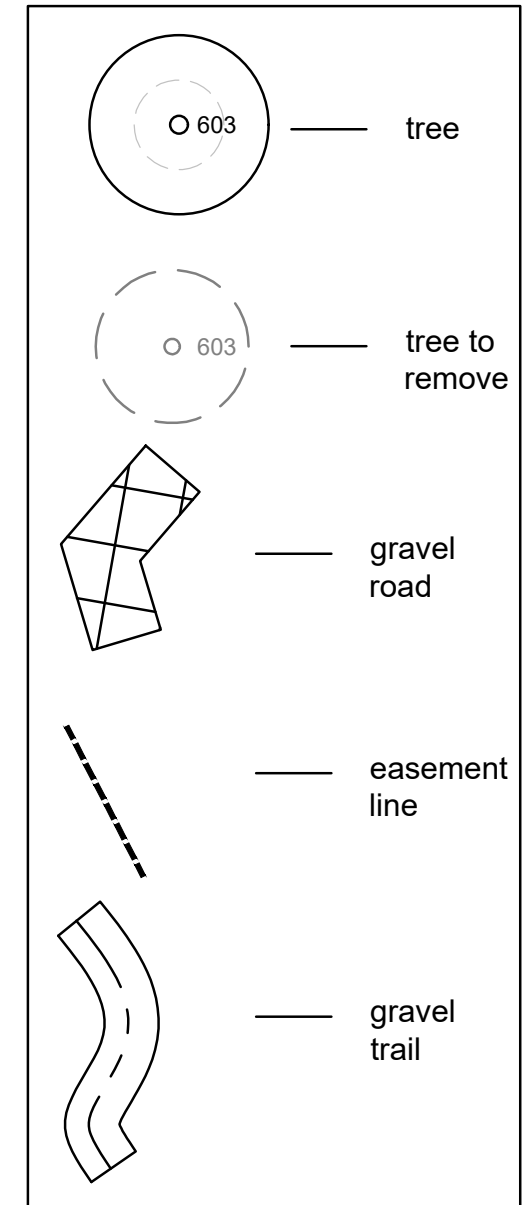
gravel road

easement line

gravel trail



LEGEND

[illegible]

CUESTA DEVELOPMENT
TALSON DESIGN
ATTN: JAKE SCHWARZ, PLA

Date:	11/07/2024
Check by:	JJ
Drawn By:	SD
Sheet No.	4 of 6
Project No.	9831

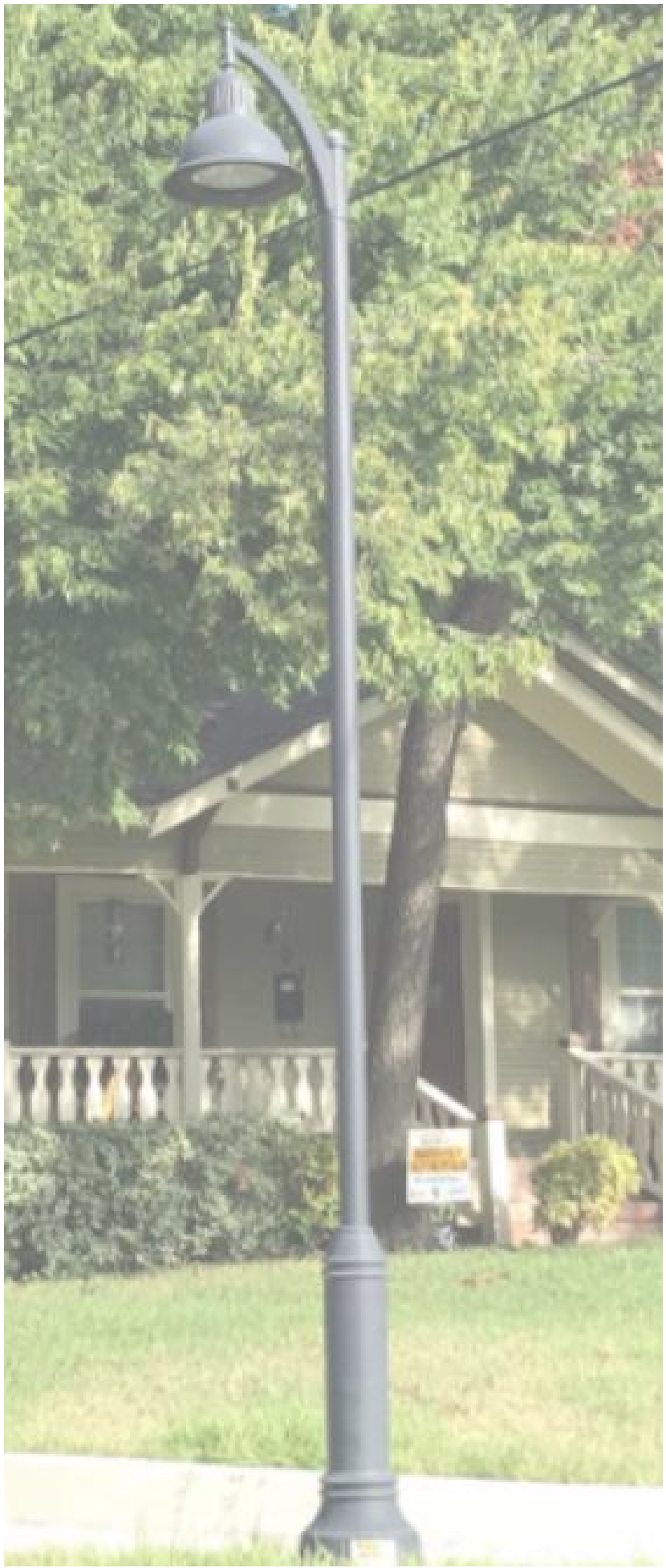
TREE LIST

Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species
1145	10	Fair	Cedar Elm	1350	11	Fair	Cedar Elm	1448	15.5	Fair	Cedar Elm	1643	12	Fair	Cedar Elm	5549	6.5	Fair	Cedar Elm	5644	9	Fair	Cedar Elm	7736	7	Fair	Cedar Elm	7833	6.5	Fair	Cedar Elm
1248	22	Fair	Cedar Elm	1351	6	Fair	Cedar Elm	1449	9.5	Fair	Cedar Elm	1644	7.5	Fair	Cedar Elm	5550	14	Fair	Cedar Elm	5645	9.5	Fair	Cedar Elm	7737	6	Fair	Cedar Elm	7834	14	Fair	Cedar Elm
1249	14	Poor	Cedar Elm	1352	10.5	Fair	Cedar Elm	1450	6.5	Fair	Cedar Elm	1645	8.5	Poor	Cedar Elm	5551	14	Fair	Cedar Elm	5646	18	Fair	Cedar Elm	7738	11	Fair	Cedar Elm	7835	15.5	Fair	Cedar Elm
1250	7.5	Fair	Cedar Elm	1353	11	Fair	American Elm	1451	18	Fair	American Elm	1646	6.5	Fair	Cedar Elm	5552	6.5	Fair	Cedar Elm	5647	13	Fair	Cedar Elm	7739	6.5	Fair	Cedar Elm	7836	9.5	Poor	Cedar Elm
1251	8	Fair	Cedar Elm	1354	8.5	Fair	Cedar Elm	1452	25	Very Poor	American Elm	1647	7.5	Fair	Cedar Elm	5553	13	Fair	Cedar Elm	5648	14.5	Fair	Cedar Elm	7740	7.5	Fair	Cedar Elm	7837	6	Fair	Cedar Elm
1252	9.5	Fair	Cedar Elm	1355	14.5	Fair	Cedar Elm	1453	6.5	Fair	American Elm	1648	13	Fair	Cedar Elm	5554	8.5	Fair	Cedar Elm	5649	17	Fair	Cedar Elm	7741	8	Fair	Cedar Elm	7838	11	Fair	Cedar Elm
1253	20	Poor	Cedar Elm	1356	13	Fair	Cedar Elm	1454	18	Fair	Cedar Elm	1649	7	Fair	Cedar Elm	5555	19	Fair	Cedar Elm	5650	16.5	Poor	Cedar Elm	7742	6	Poor	Cedar Elm	7839	9	Fair	Cedar Elm
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1255	13	Fair	Cedar Elm	1358	14	Fair	Cedar Elm	1456	8	Fair	Cedar Elm	1651	7	Fair	Cedar Elm	5557	9	Fair	Cedar Elm	5652	17	Fair	Cedar Elm	7744	10	Fair	Cedar Elm	7841	9	Fair	Cedar Elm
1256	15	Fair	Cedar Elm	1359	14.5	Fair	Cedar Elm	1457	10	Fair	Cedar Elm	1652	10.5	Fair	Cedar Elm	5558	12.5	Fair	Cedar Elm	5653	7	Fair	Cedar Elm	7745	8	Fair	Cedar Elm	7842	10.5	Fair	Cedar Elm
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1259	8.5	Fair	Cedar Elm	1362	6	Fair	Cedar Elm	1460	8	Fair	American Elm	1655	8.5	Fair	Cedar Elm	5561	8	Fair	Cedar Elm	5656	11.5	Fair	Cedar Elm	7748	16.5	Fair	Cedar Elm	7845	11	Fair	Cedar Elm
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1268	27	Poor	American Elm	1371	8	Fair	Cedar Elm	1469	10	Fair	Cedar Elm	1664	8	Fair	American Elm	5570	13	Fair	Cedar Elm	5665	8	Fair	Cedar Elm	7757	8.5	Fair	Cedar Elm	7854	8.5	Fair	Cedar Elm
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1281	10	Fair	American Elm	1384	10.5	Fair	Cedar Elm	1482	19	Fair	Cedar Elm	1677	13	Fair	Cedar Elm	5583	12.5	Fair	Cedar Elm	5678	7.5	Fair	Cedar Elm	7770	7	Fair	Cedar Elm	7867	7.5	Fair	Cedar Elm
1282	10	Fair	American Elm	1385	6.5	Fair	Cedar Elm	1483	21.5	Good	Cedar Elm	1678	7	Fair	American Elm	5584	7.5	Fair	Cedar Elm	5679	9	Fair	Cedar Elm	7771	11	Fair	Cedar Elm	7868	7.5	Fair	Cedar Elm
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1284	11	Fair	American Elm	1387	9.5	Fair	Cedar Elm	1485	13.5	Fair	Cedar Elm	1680	19	Fair	Cedar Elm	5586	6	Fair	Cedar Elm	5681	8	Fair	Cedar Elm	7773	9	Fair	Cedar Elm	7870	23.5	Fair	Cedar Elm
1285	35	Good	American Elm	1388	12	Fair	Cedar Elm	1486	8	Fair	Cedar Elm	1681	9	Fair	American Elm	5587	22	Fair	American Elm	5682	10	Fair	American Elm	7774	8.5	Fair	Cedar Elm	7871	12	Fair	Cedar Elm
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1287	8	Fair	American Elm	1390	13	Poor	Cedar Elm	1488	15	Fair	Cedar Elm	1683	21	Fair	Cedar Elm	5589	8	Fair	American Elm	5684	9	Fair	Cedar Elm	7776	13	Fair	Cedar Elm	7873	12	Fair	Cedar Elm
1288	7	Poor	American Elm	1391	8.5	Fair	Cedar Elm	1489	13	Fair	Cedar Elm	1684	7.5	Fair	Cedar Elm	5590	28	Fair	Cedar Elm	5685	16	Fair	Cedar Elm	7777	6.5	Fair	Cedar Elm	7874	16	Fair	Cedar Elm
1289	9.5	Fair	American Elm	1392	6.5	Poor	Cedar Elm	1490	16	Fair	Cedar Elm	1685	9	Fair	Cedar Elm	5591	26	Fair	Cedar Elm	5686	14	Fair	Cedar Elm	7778	6.5	Fair	Cedar Elm	7875	26.5	Fair	Cedar Elm
1290	23	Fair	American Elm	1393	7	Fair	Cedar Elm	1491	9	Fair	Cedar Elm	1686	10	Fair	Cedar Elm	5592	21.5	Fair	American Elm	5687	14	Fair	Cedar Elm	7779	6.5	Fair	Cedar Elm	7877	45	Fair	Cedar Elm
1291	12.5	Fair	American Elm	1394	7	Fair	Cedar Elm	1492	8	Fair	Cedar Elm	1687	14.5	Fair	Cedar Elm	5593	9	Fair	Cedar Elm	5688	9	Fair	American Elm	7780	6	Fair	Cedar Elm	7878	13	Fair	Cedar Elm
1292	8	Fair	American Elm	1395	6	Fair	Cedar Elm	1493	15	Fair	Cedar Elm	1688	13.5	Fair	American Elm	5594	19.5	Fair	American Elm	5689	7	Fair	American Elm	7781	13	Fair	Cedar Elm	7879	17.5	Poor	American Elm
1293	9	Fair	American Elm	1396	7	Fair	Cedar Elm	1494	18.5	Fair	Cedar Elm	1689	22	Fair	Cedar Elm	5595	6.5	Fair	American Elm	5690	17.5	Fair	Cedar Elm	7782	11.5	Fair	Cedar Elm	7880	6	Fair	Cedar Elm
1294	8.5	Poor	American Elm	1397	6	Fair	Cedar Elm	1495	6.5	Fair	Cedar Elm	5501	7.5	Fair	Cedar Elm	5596	12.5	Fair	American Elm	5691	11	Fair	Cedar Elm	7783	11.5	Fair	Cedar Elm	7881	16.5	Poor	Cedar Elm
1295	6.5	Fair	American Elm	1398	7.5	Fair	Cedar Elm	1496	19	Fair	Cedar Elm	5502	9.5	Fair	Cedar Elm	5597	6	Fair	American Elm	5692	20	Fair	Cedar Elm	7784	11.5	Fair	Cedar Elm	7882	12.5	Fair	Cedar Elm
1296	16	Fair	American Elm	1399	7	Fair	Cedar Elm	1497	6	Fair	Cedar Elm	5503	7.5	Fair	Cedar Elm	5598	9	Fair	Cedar Elm	5693	7.5	Fair	Cedar Elm	7785	9.5	Fair	Cedar Elm	7883	7	Fair	Cedar Elm
1297	16.5	Very Poor	American Elm	1400	9.5	Fair	Cedar Elm	1498	13.5	Fair	Cedar Elm	5504	11	Fair	Cedar Elm	5599	7.5	Fair	Cedar Elm	5694	10	Fair									

TREE LIST

Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species	Tree Number	Diameter	Condition	Tree Species
7929	40.5	Fair	Cedar Elm	8019	10	Fair	Cedar Elm	8109	15	Fair	American Elm	8199	6	Fair	Cedar Elm	8292	8	Fair	Cedar Elm	8383	10.5	Fair	Cedar Elm	8474	7.5	Fair	Cedar Elm	8563	9	Fair	Cedar Elm	8652	6.5	Fair	Cedar Elm
7930	46	Fair	Cedar Elm	8020	10.5	Fair	Cedar Elm	8110	10	Fair	Cedar Elm	8200	43.5	Fair	Cedar Elm	8293	31	Fair	Cedar Elm	8384	7	Fair	Cedar Elm	8475	6	Fair	Cedar Elm	8564	16.5	Fair	Cedar Elm	8653	44	Fair	Cedar Elm
7931	29	Fair	Cedar Elm	8021	9	Fair	Cedar Elm	8111	9	Fair	Cedar Elm	8201	8.5	Fair	Cedar Elm	8294	6.5	Fair	Cedar Elm	8385	6	Fair	Cedar Elm	8476	8	Fair	Cedar Elm	8565	13.5	Fair	Cedar Elm	8654	8	Fair	Cedar Elm
7932	8	Fair	American Elm	8022	6	Fair	Cedar Elm	8112	10.5	Fair	American Elm	8202	7	Fair	Cedar Elm	8295	6	Fair	Cedar Elm	8386	7.5	Fair	Cedar Elm	8477	7.5	Fair	Cedar Elm	8566	14	Fair	Cedar Elm	8655	13.5	Fair	Cedar Elm
7933	9.5	Fair	Cedar Elm	8023	7	Fair	Cedar Elm	8113	9	Fair	American Elm	8203	7	Fair	Cedar Elm	8296	24	Fair	Cedar Elm	8387	7	Fair	American Elm	8478	8	Fair	Cedar Elm	8567	14.5	Fair	Cedar Elm	8656	11.5	Fair	Cedar Elm
7934	6.5	Fair	Cedar Elm	8024	8	Fair	Cedar Elm	8114	15	Fair	Cedar Elm	8204	7	Fair	Cedar Elm	8297	6.5	Fair	Cedar Elm	8388	7	Fair	Cedar Elm	8479	8	Fair	American Elm	8568	12	Fair	Cedar Elm	8657	8.5	Fair	Cedar Elm
7935	9.5	Fair	Cedar Elm	8025	7	Fair	Cedar Elm	8115	14	Fair	Cedar Elm	8205	6.5	Fair	Cedar Elm	8298	16.5	Fair	Cedar Elm	8389	14.5	Fair	Cedar Elm	8480	7	Fair	American Elm	8569	9	Fair	Cedar Elm	8658	9.5	Fair	Cedar Elm
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7938	7	Fair	Cedar Elm	8028	8	Fair	Cedar Elm	8118	7	Fair	Cedar Elm	8208	9	Fair	Cedar Elm	8301	6.5	Fair	Cedar Elm	8392	7.5	Fair	Cedar Elm	8483	12	Fair	American Elm	8572	12	Fair	Cedar Elm	8661	6	Fair	Cedar Elm
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7940	21.5	Fair	Cedar Elm	8030	16	Fair	Cedar Elm	8120	6	Fair	Cedar Elm	8210	11	Fair	Cedar Elm	8303	10.5	Fair	Cedar Elm	8394	7	Fair	Cedar Elm	8485	8	Fair	American Elm	8574	10	Fair	Cedar Elm	8663	10.5	Fair	Cedar Elm
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7946	7.5	Fair	Cedar Elm	8036	6	Poor	Cedar Elm	8126	6.5	Fair	Cedar Elm	8216	7	Fair	Cedar Elm	8309	11.5	Fair	Cedar Elm	8400	7	Fair	Cedar Elm	8491	11.5	Poor	Cedar Elm	8580	10	Fair	Cedar Elm	8669	6	Fair	Cedar Elm
7947	8.5	Fair	Cedar Elm	8037	10.5	Very Poor	Cedar Elm	8127	7.5	Fair	Cedar Elm	8217	40.5	Fair	Cedar Elm	8310	8	Fair	Cedar Elm	8401	8	Fair	American Elm	8492	11	Fair	Cedar Elm	8581	9	Fair	Cedar Elm	8670	9.5	Fair	Cedar Elm
7948	44	Fair	Cedar Elm	8038	17	Poor	Cedar Elm	8128	9.5	Fair	Cedar Elm	8218	40.5	Fair	Cedar Elm	8311	12.5	Fair	Cedar Elm	8402	12.5	Fair	Cedar Elm	8493	6	Fair	Cedar Elm	8582	7.5	Fair	Cedar Elm	8671	11.5	Fair	Cedar Elm
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7951	12.5	Fair	Cedar Elm	8041	21	Fair	Cedar Elm	8131	6.5	Fair	Cedar Elm	8221	7	Fair	Cedar Elm	8314	7	Fair	Cedar Elm	8405	15	Fair	Cedar Elm	8496	8	Fair	Cedar Elm	8585	24.5	Fair	Cedar Elm	8674	9	Fair	Cedar Elm
7952	28	Fair	Cedar Elm	8042	8	Fair	Cedar Elm	8132	7	Fair	Cedar Elm	8222	6	Fair	Cedar Elm	8315	7	Fair	Cedar Elm	8407	11	Fair	Cedar Elm	8497	7	Fair	Cedar Elm	8586	40.5	Fair	Cedar Elm	8675	8	Fair	Cedar Elm
7953	22.5	Fair	Cedar Elm	8043	8	Fair	Cedar Elm	8133	6	Fair	Cedar Elm	8223	7.5	Fair	Cedar Elm	8316	9.5	Fair	Cedar Elm	8408	9.5	Fair	Cedar Elm	8498	6	Fair	Cedar Elm	8587	6.5	Fair	Cedar Elm	8676	15.5	Fair	Cedar Elm
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7964	9	Fair	Cedar Elm	8054	22	Fair	American Elm	8144	6	Fair	Cedar Elm	8234	10.5	Fair	Cedar Elm	8327	7.5	Fair	Cedar Elm	8419	17	Fair	Cedar Elm	8509	6	Fair	Cedar Elm	8607	15	Fair	Cedar Elm	8687	7	Fair	Cedar Elm
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7967	14.5	Fair	Cedar Elm	8057	13	Fair	American Elm	8147	8	Fair	Cedar Elm	8237	23	Fair	Cedar Elm	8330	7	Fair	Cedar Elm	8422	12.5	Fair	Cedar Elm	8512	13.5	Fair	American Elm	8610	7	Fair	Cedar Elm	8690	6.5	Fair	Cedar Elm
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7970	9	Fair	Cedar Elm	8060	10.5	Fair	Cedar Elm	8150	7.5	Fair	Cedar Elm	8240	14	Fair	Cedar Elm	8333	10.5	Fair	Cedar Elm	8425	7	Fair	Cedar Elm	8515	7	Fair	American Elm	8613	7	Fair	Cedar Elm	8693	7	Fair	Cedar Elm
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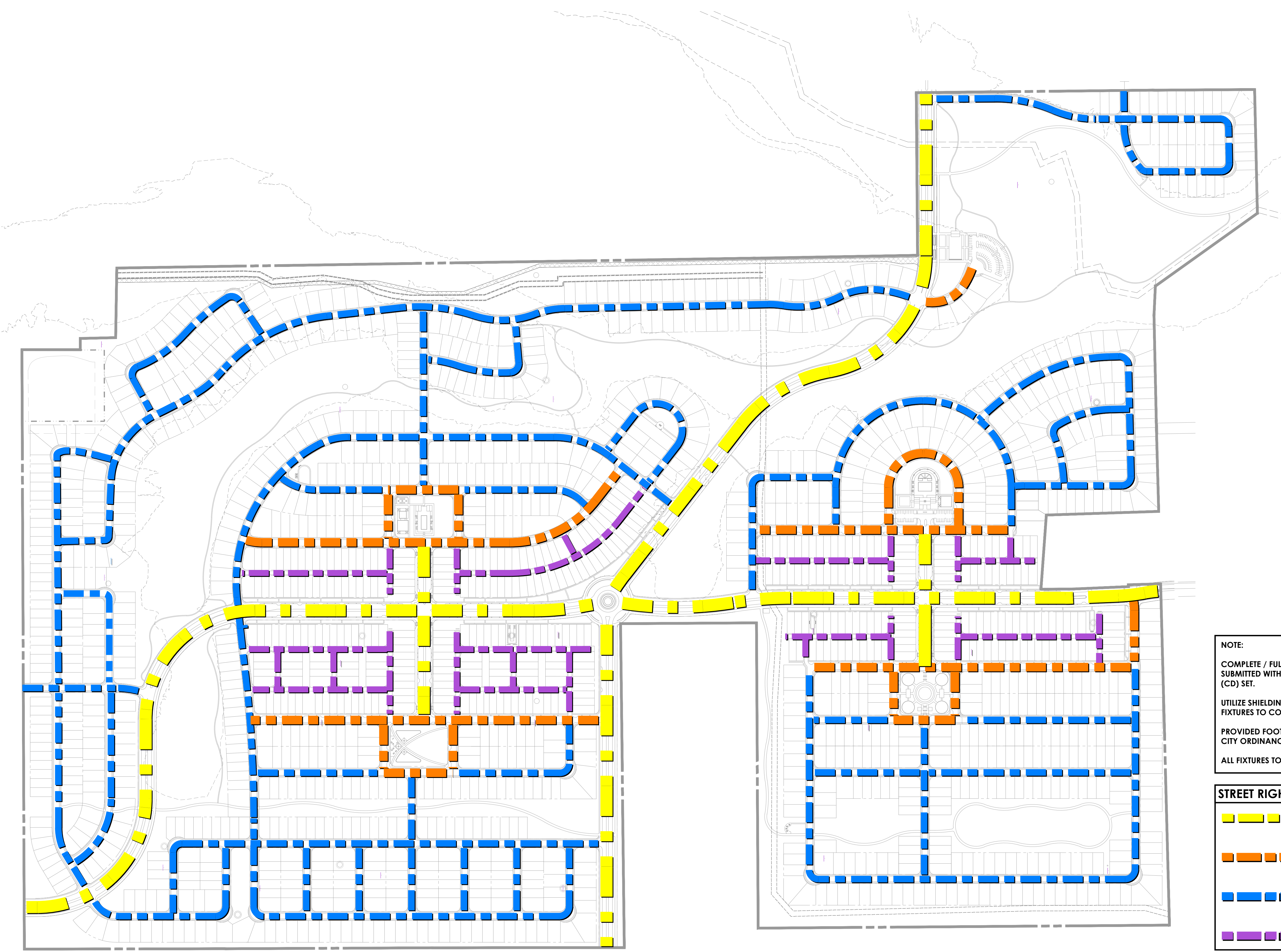
STREET LIGHT OPTIONS
HISTORICAL PENDANT



PHILADELPHIA WITH
SINGLE PENDANT

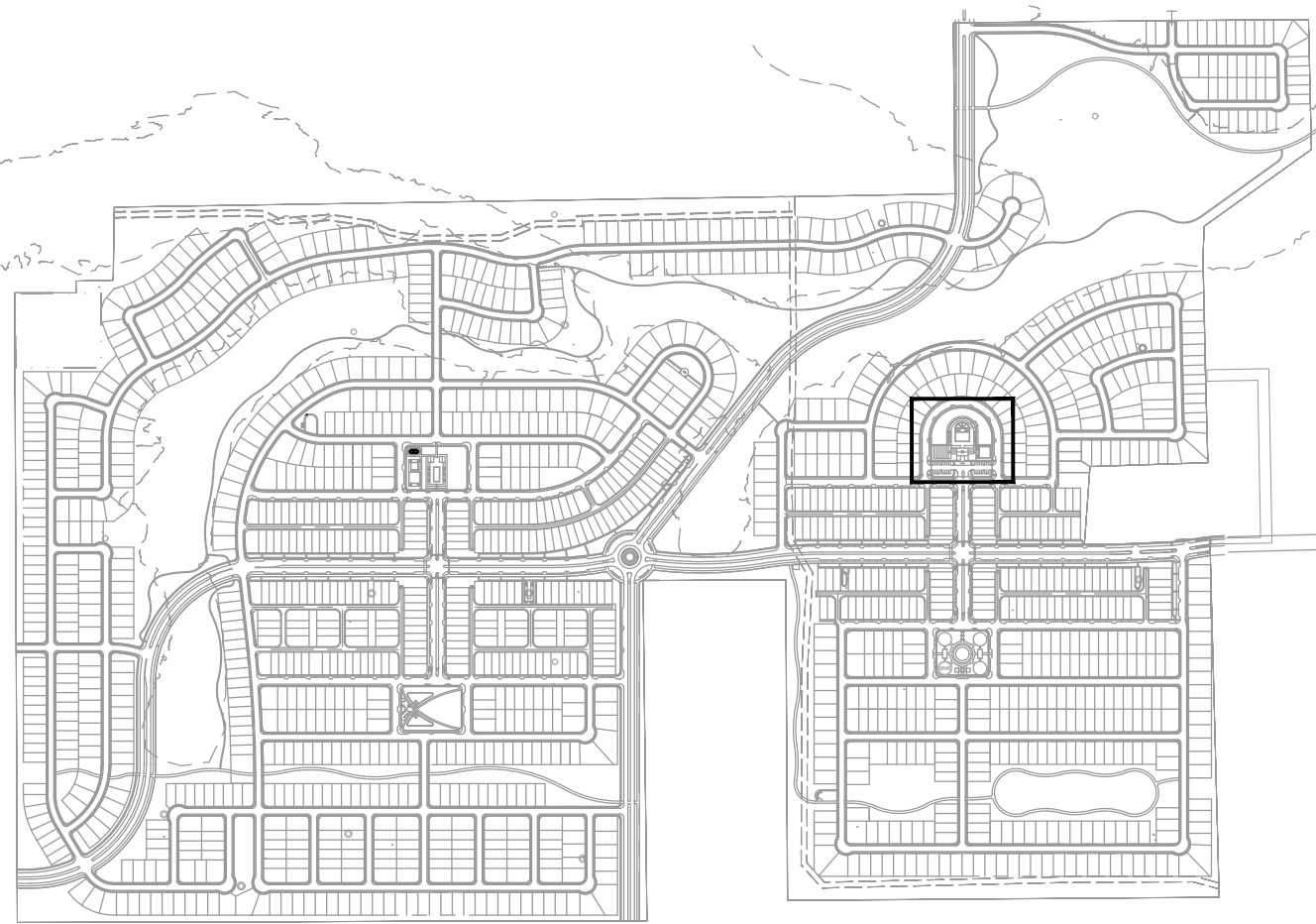


PHILADELPHIA WITH
DOUBLE PENDANT



NOTE:
COMPLETE / FULL PHOTOMETRICS PLANS WILL BE SUBMITTED WITH FINAL CONSTRUCTION DOCUMENT (CD) SET.
UTILIZE SHIELDING FOR ALL FIXTURES TO COMPLY WITH DARK SKY INITIATIVE.
PROVIDED FOOTCANDLE TO MEET ALL CODE REQ. PER CITY ORDINANCE
ALL FIXTURES TO COMPLY WITH DARK SKY INITIATIVE

STREET RIGHT OF WAY (ROW) LEGEND	
	100' FT ROW - MINOR ARTERIAL
	60' FT ROW - LOCAL STREET
	50' FT ROW - LOCAL STREET
	30' FT ALLEY



KEY MAP



LIGMAN - LIGHT LINEAR
PT 6 DOUBLE HEAD - ULI-21182
PARKING LOT DOUBLE POLE LIGHT



LIGMAN - LIGHT LINEAR
PT 4 SINGLE HEAD - ULI-21172
PEDESTRIAN POLE LIGHT



LIGMAN - MUSTANG 40
SINGLE HEAD - UMS-90281
SPORT LIGHT



LIGMAN - GINO BOLLARD
PRAGUE 2 MEDIUM BOLLARD - UPRA-10011
PEDESTRIAN POLE LIGHT

LIGHT LEGEND

SYM.	DESCRIPTION
	WATER ACCENT LIGHT
	PEDESTRIAN POLE LIGHT
	PARKING LOT POLE LIGHT
	TRELLIS DOWN LIGHT
	STRING / FESTOON LIGHT
	UPLIGHT - SIGN
	SPORT LIGHT
	PATH / BOLLARD LIGHT
	RECESSED WALL LIGHT
	RESTROOM - MEN
	RESTROOM - WOMEN

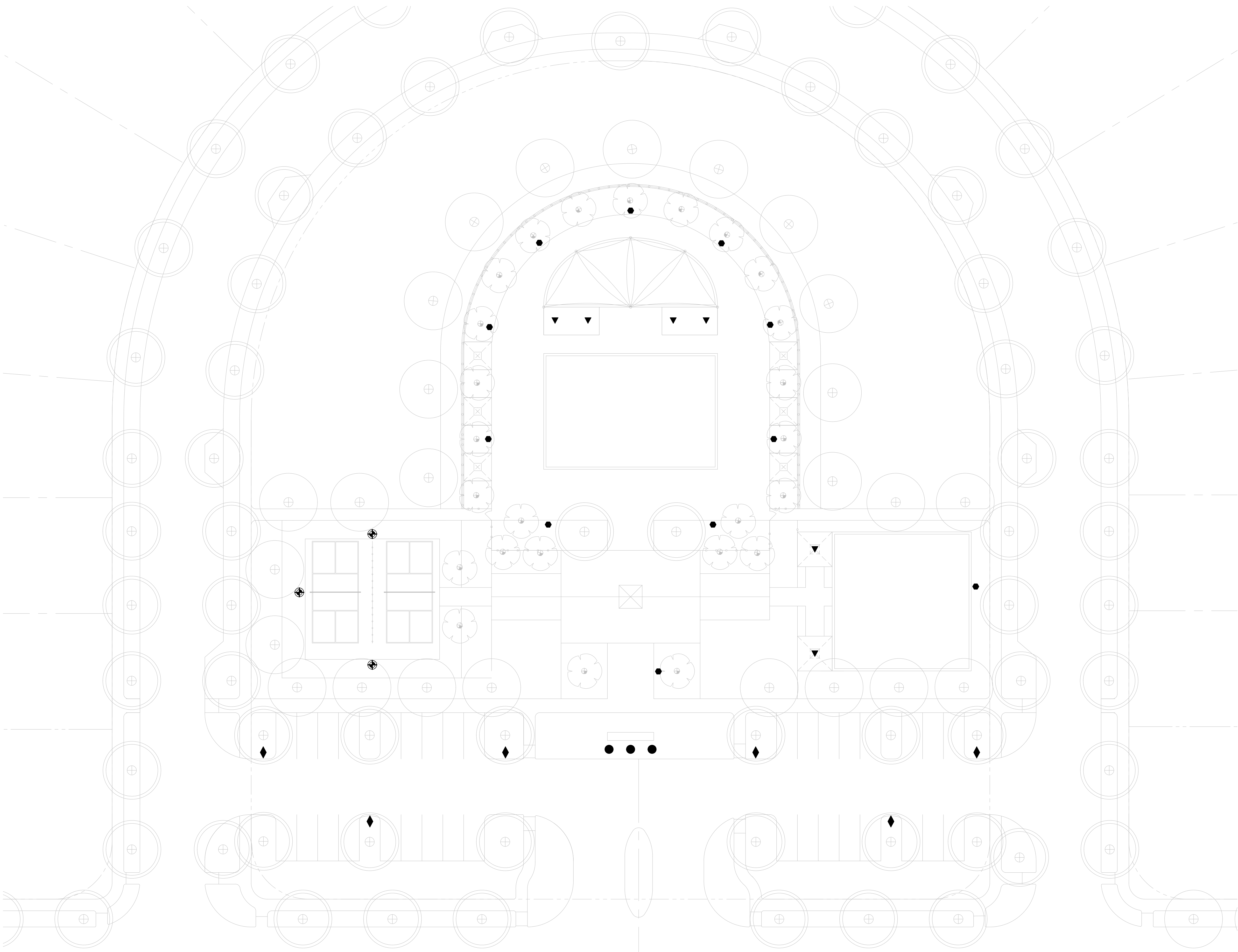
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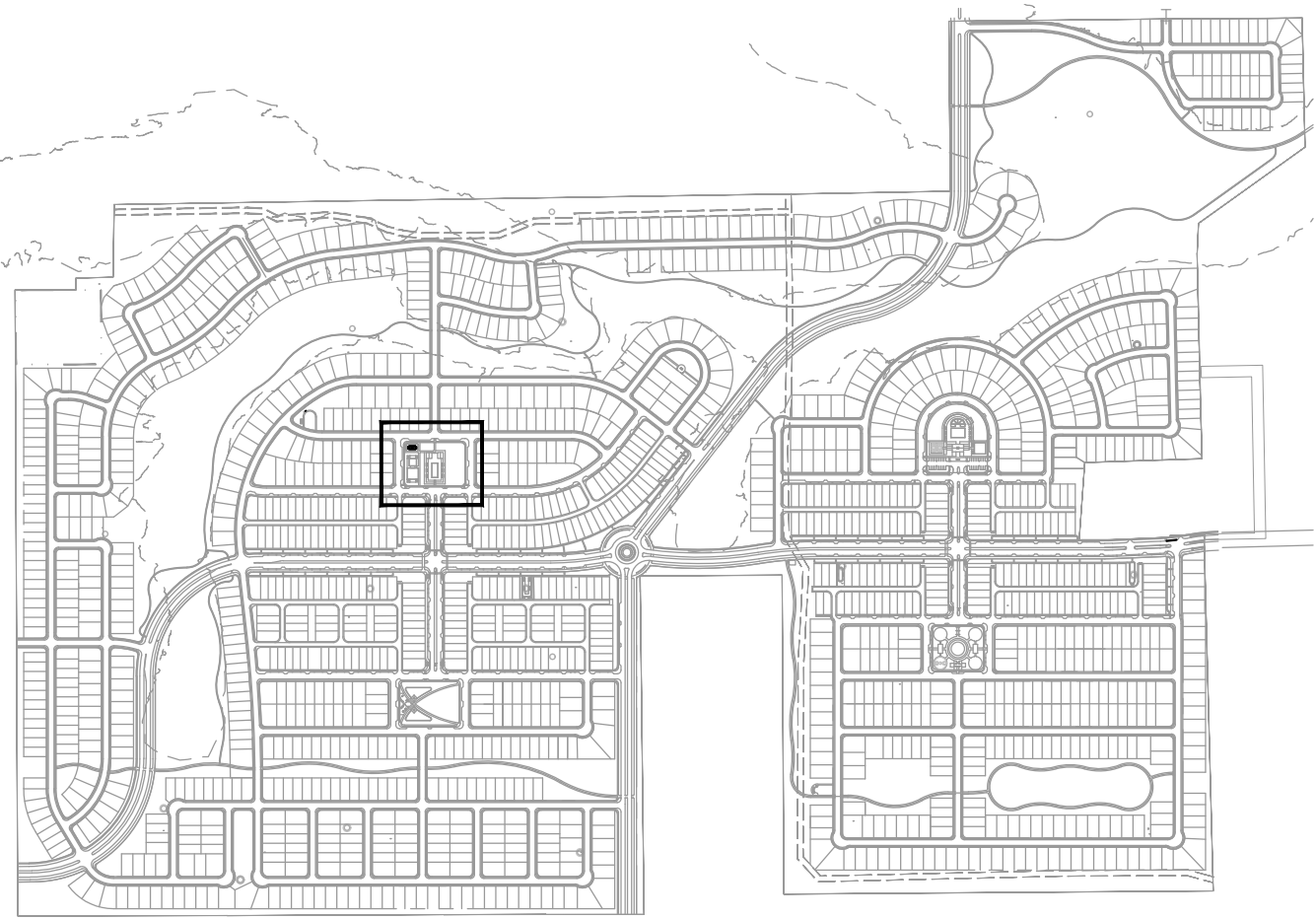
COMPLETE / FULL PHOTOMETRICS
PLANS WILL BE SUBMITTED WITH
FINAL CONSTRUCTION DOCUMENT
(CD) SET.

UTILIZE SHIELDING FOR ALL
FIXTURES TO COMPLY WITH DARK
SKY INITIATIVE.

PROVIDED FOOTCANDLE TO MEET
ALL CODE REQ. PER CITY
ORDINANCE

ALL FIXTURES TO COMPLY WITH
DARK SKY INITIATIVE





KEY MAP



LIGMAN - LIGHT LINEAR
PT 6 DOUBLE HEAD - ULI-21182
PARKING LOT DOUBLE POLE LIGHT



LIGMAN - MUSTANG 40
SINGLE HEAD - UMS-90281
SPORT LIGHT



LIGMAN - LIGHT LINEAR
PT 4 SINGLE HEAD - ULI-21172
PEDESTRIAN POLE LIGHT



LIGMAN - GINO BOLLARD
PRAGUE 2 MEDIUM BOLLARD - UPRA-10011
PEDESTRIAN POLE LIGHT

LIGHT LEGEND

SYM.	DESCRIPTION
	WATER ACCENT LIGHT
	PEDESTRIAN POLE LIGHT
	PARKING LOT POLE LIGHT
	TRELLIS DOWN LIGHT
	STRING / FESTOON LIGHT
	UPLIGHT - SIGN
	SPORT LIGHT
	PATH / BOLLARD LIGHT
	RECESSED WALL LIGHT
	RESTROOM - MEN
	RESTROOM - WOMEN

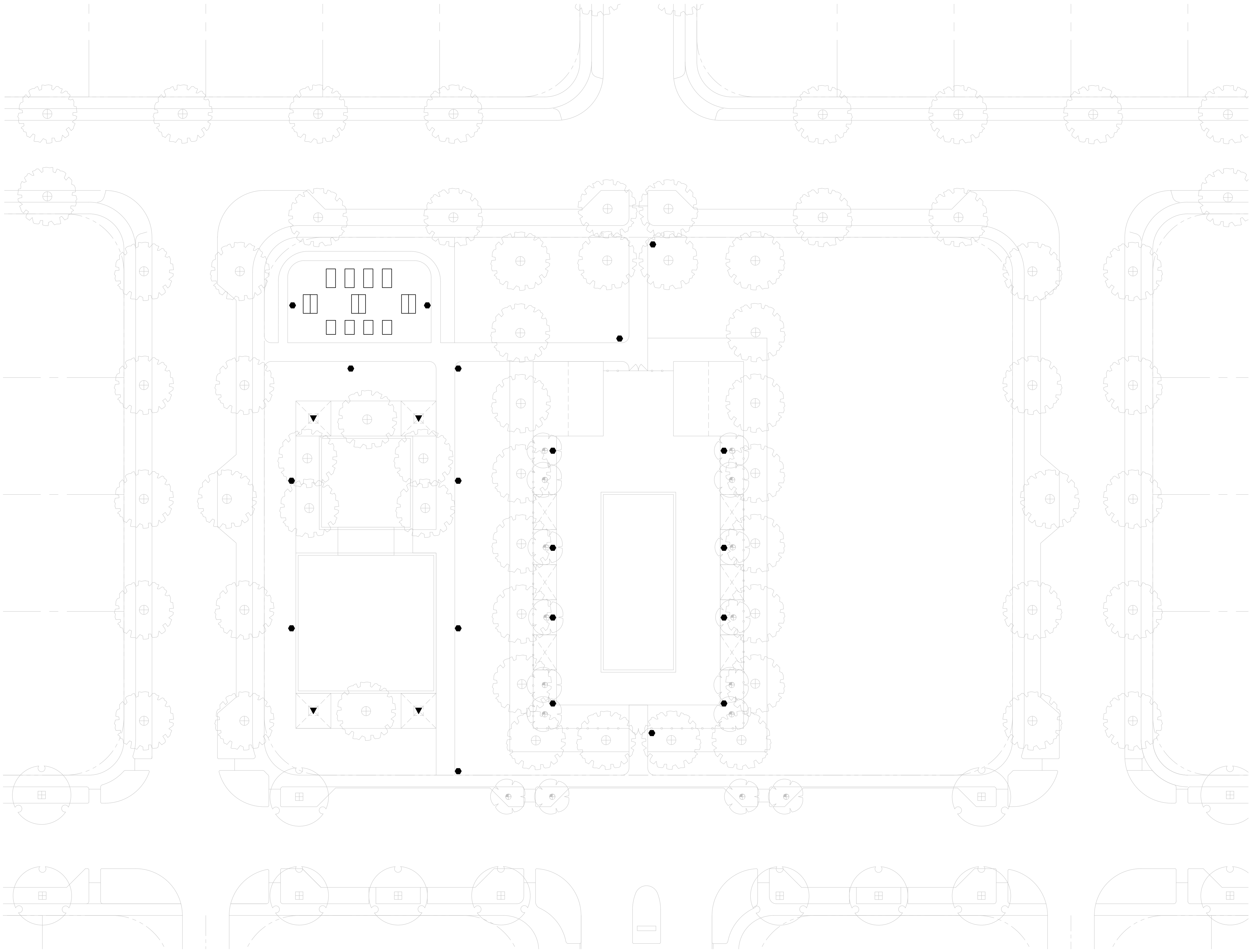
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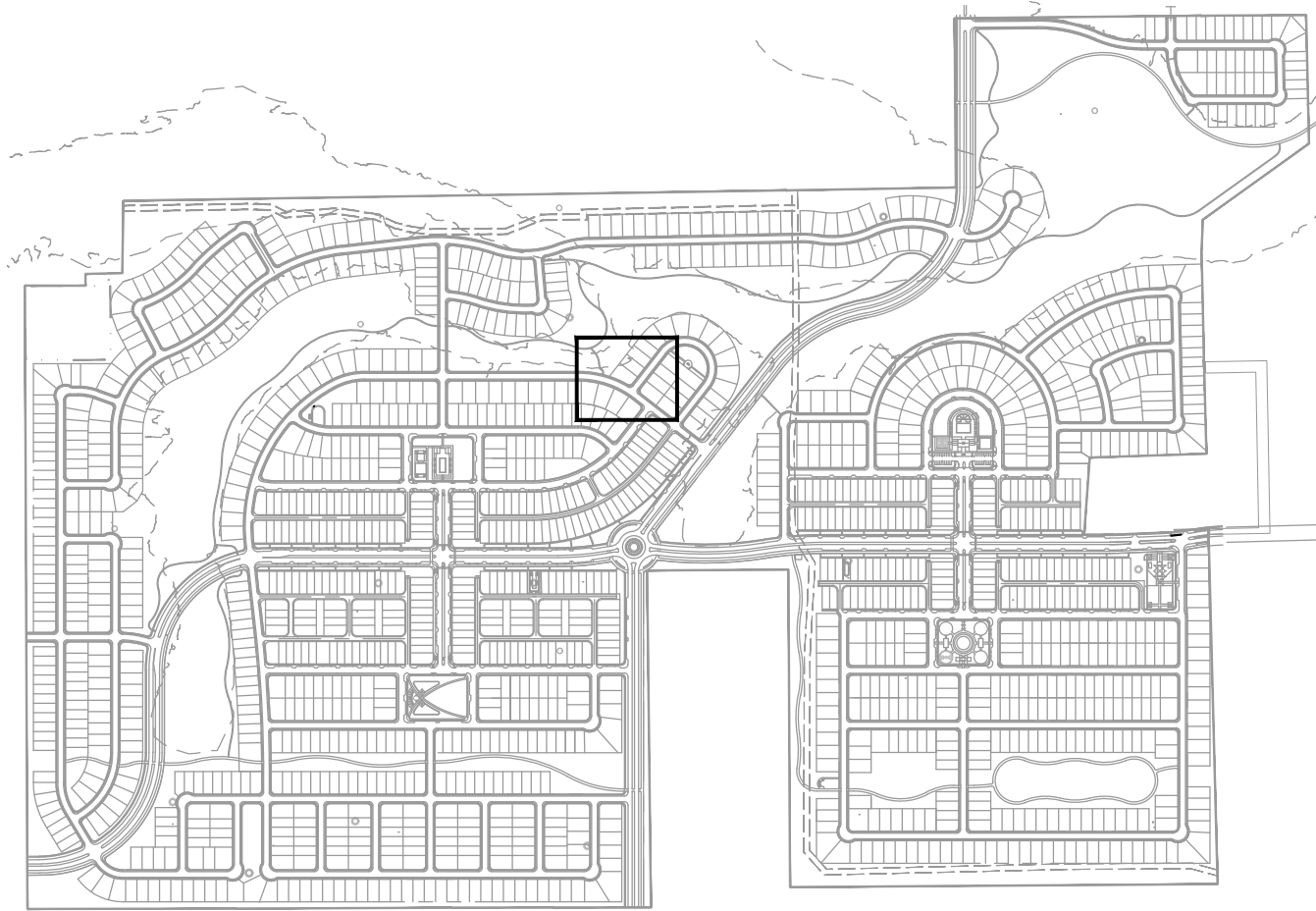
COMPLETE / FULL PHOTOMETRICS
PLANS WILL BE SUBMITTED WITH
FINAL CONSTRUCTION DOCUMENT
(CD) SET.

UTILIZE SHIELDING FOR ALL
FIXTURES TO COMPLY WITH DARK
SKY INITIATIVE.

PROVIDED FOOTCANDLE TO MEET
ALL CODE REQ. PER CITY
ORDINANCE

ALL FIXTURES TO COMPLY WITH
DARK SKY INITIATIVE





KEY MAP



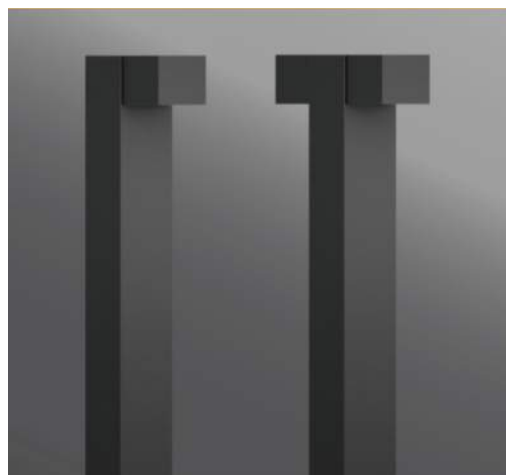
LIGMAN - LIGHT LINEAR
PT 6 DOUBLE HEAD - ULI-21182
PARKING LOT DOUBLE POLE LIGHT



LIGMAN - MUSTANG 40
SINGLE HEAD - UMS-90281
SPORT LIGHT



LIGMAN - LIGHT LINEAR
PT 4 SINGLE HEAD - ULI-21172
PEDESTRIAN POLE LIGHT



LIGMAN - GINO BOLLARD
PRAGUE 2 MEDIUM BOLLARD - UPRA-10011
PEDESTRIAN POLE LIGHT

LIGHT LEGEND

SYM.	DESCRIPTION
⊕	WATER ACCENT LIGHT
●	PEDESTRIAN POLE LIGHT
◆	PARKING LOT POLE LIGHT
▼	TRELLIS DOWN LIGHT
◆	STRING / FESTOON LIGHT
●	UPLIGHT - SIGN
⊕	SPORT LIGHT
◆	PATH / BOLLARD LIGHT
▢	RECESSED WALL LIGHT
M	RESTROOM - MEN
W	RESTROOM - WOMEN

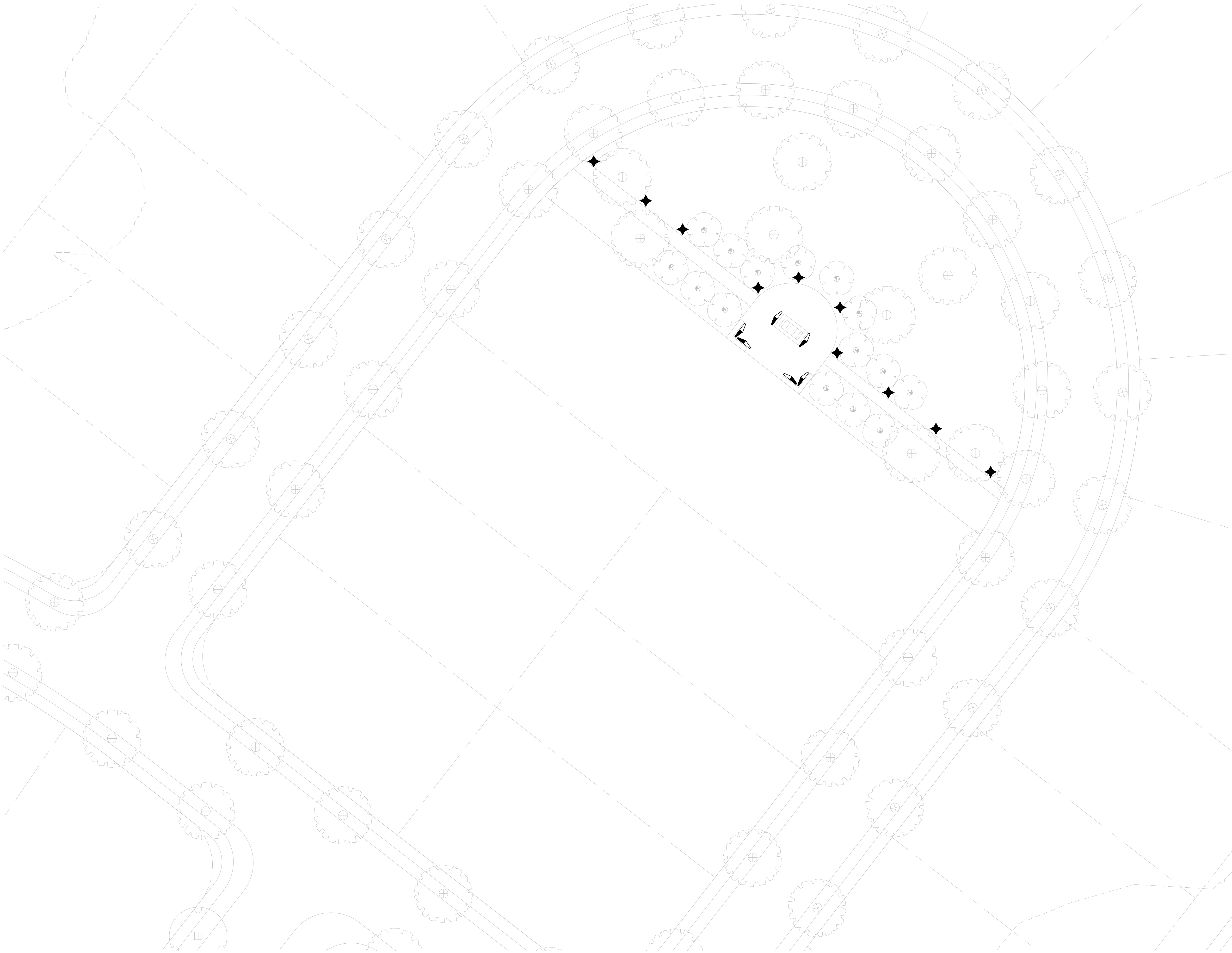
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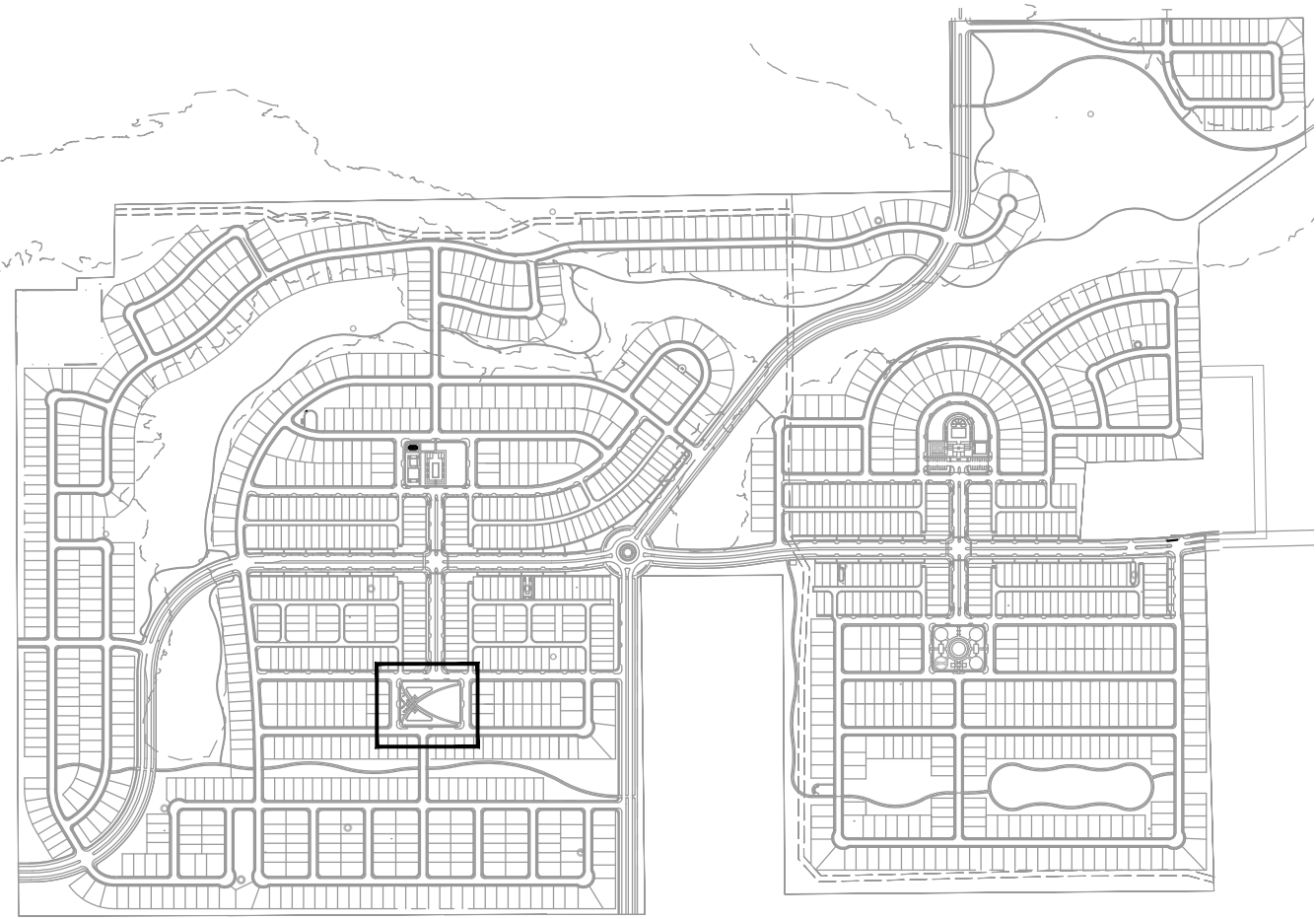
COMPLETE / FULL PHOTOMETRICS
PLANS WILL BE SUBMITTED WITH
FINAL CONSTRUCTION DOCUMENT
(CD) SET.

UTILIZE SHIELDING FOR ALL
FIXTURES TO COMPLY WITH DARK
SKY INITIATIVE.

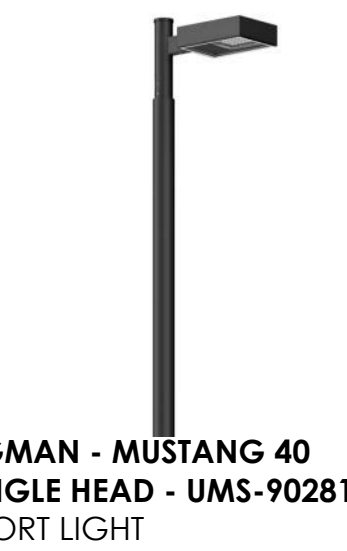
PROVIDED FOOTCANDLE TO MEET
ALL CODE REQ. PER CITY
ORDINANCE

ALL FIXTURES TO COMPLY WITH
DARK SKY INITIATIVE





KEY MAP



LIGHT LEGEND

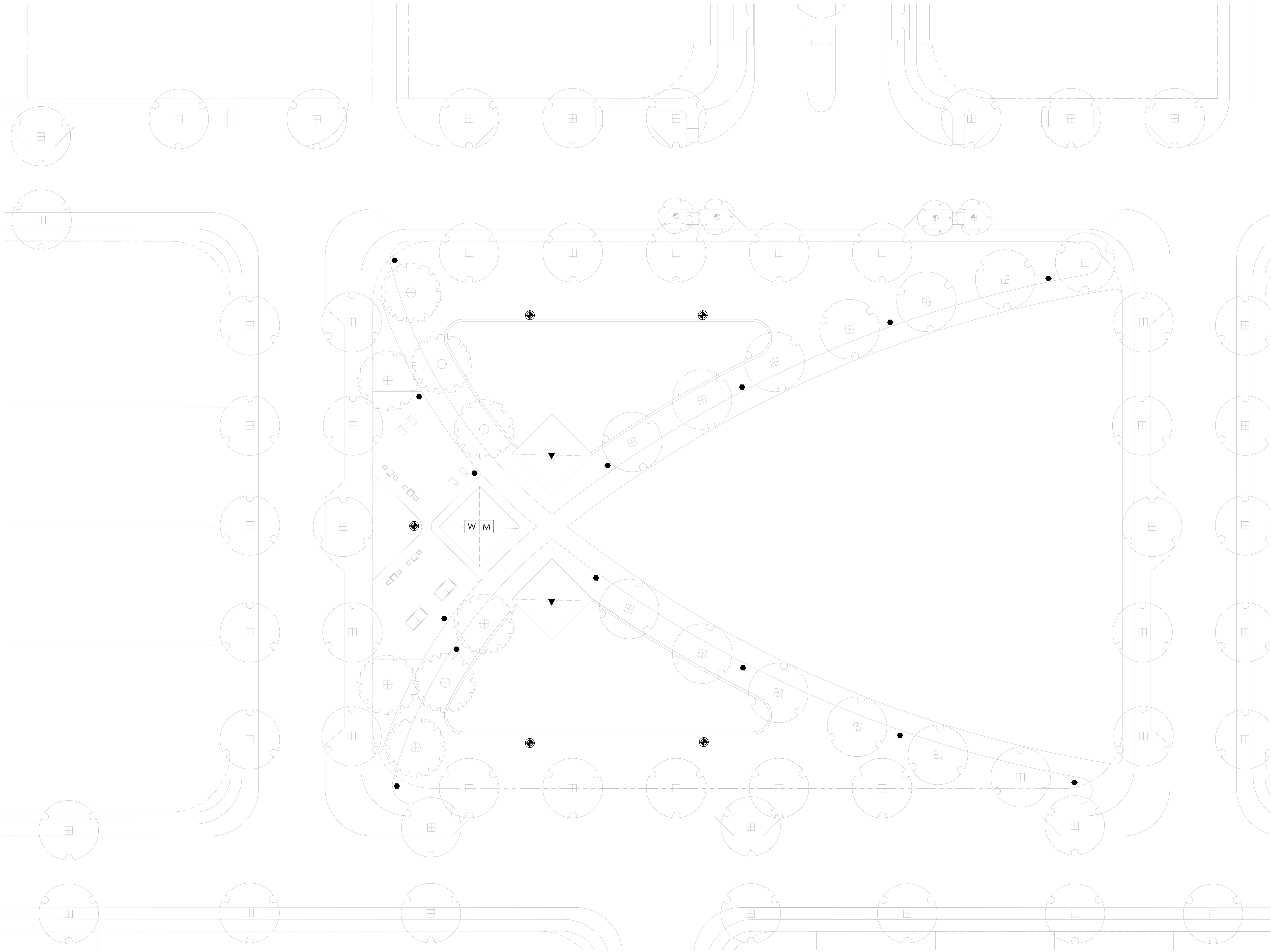
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	PARKING LOT POLE LIGHT
	TRELLIS DOWN LIGHT
	STRING / FESTOON LIGHT
	UPLIGHT - SIGN
	SPORT LIGHT
	PATH / BOLLARD LIGHT
	RECESSED WALL LIGHT
	RESTROOM - MEN
	RESTROOM - WOMEN

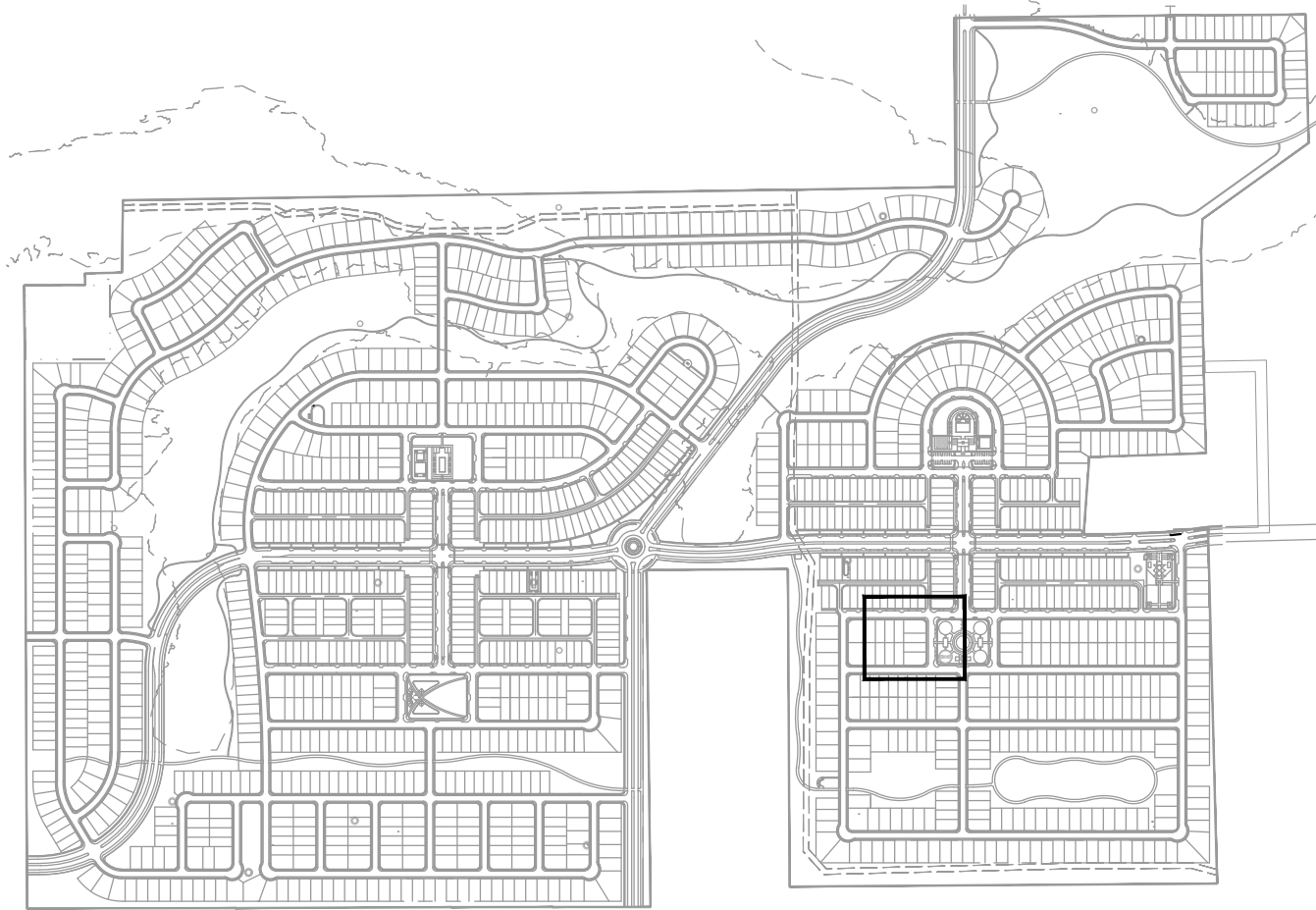
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ALL FIXTURES TO COMPLY WITH
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KEY MAP



LIGHT LEGEND

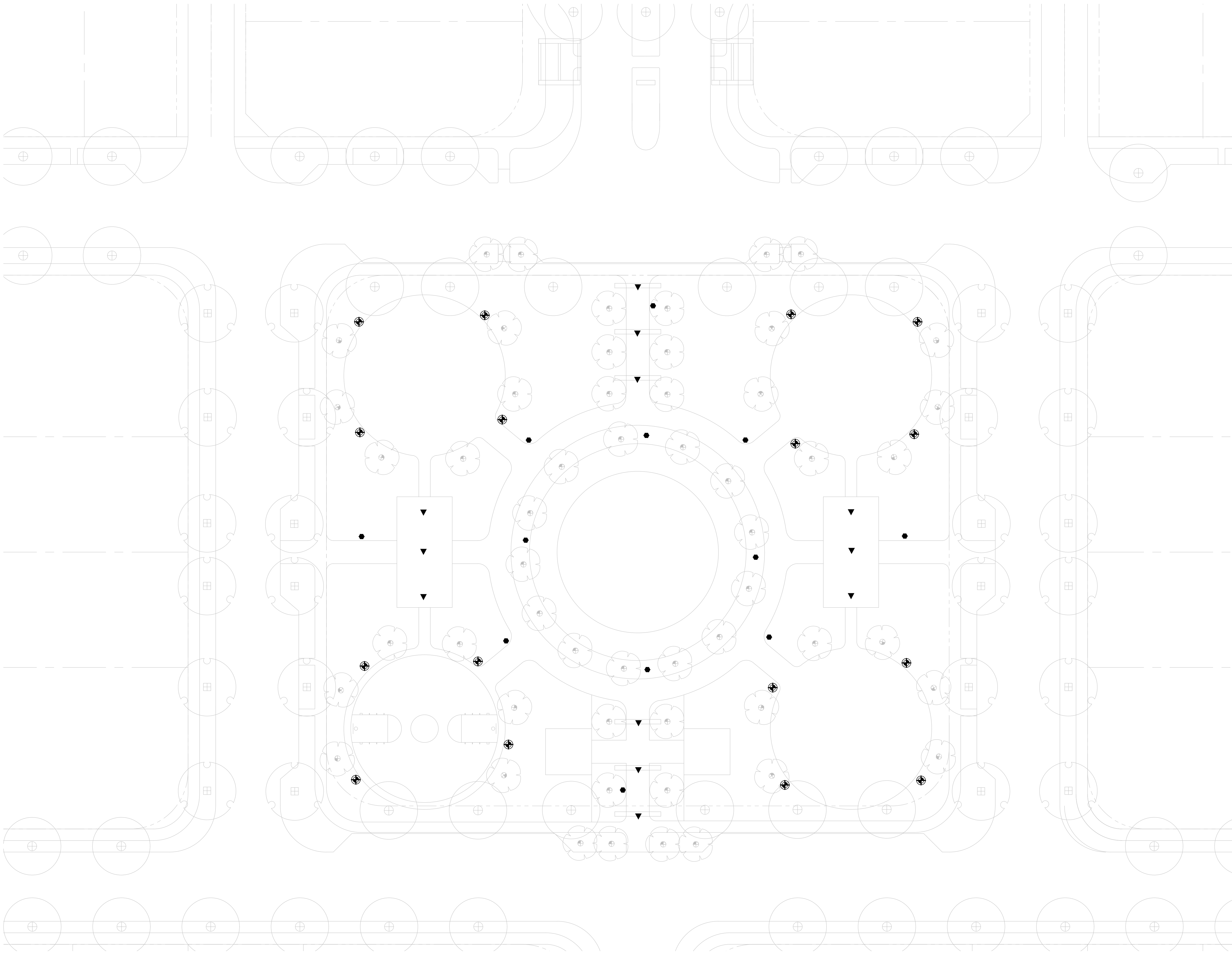
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	STRING / FESTOON LIGHT
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	PATH / BOLLARD LIGHT
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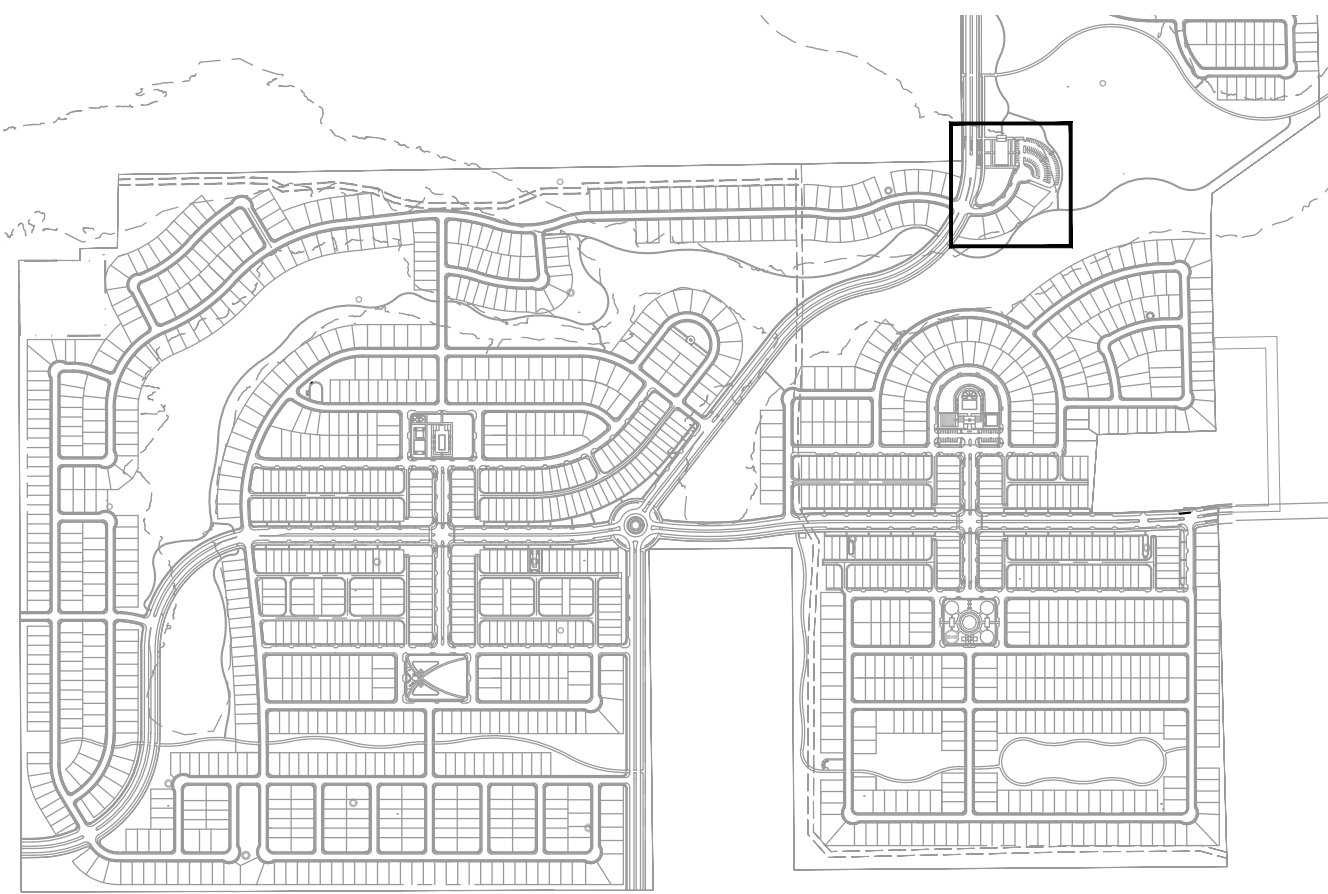
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ALL FIXTURES TO COMPLY WITH
DARK SKY INITIATIVE





KEY MAP



LIGMAN - LIGHT LINEAR
PT 6 DOUBLE HEAD - ULI-21182
PARKING LOT DOUBLE POLE LIGHT



LIGMAN - MUSTANG 40
SINGLE HEAD - UMS-90281
SPORT LIGHT



LIGMAN - LIGHT LINEAR
PT 4 SINGLE HEAD - ULI-21172
PEDESTRIAN POLE LIGHT



LIGMAN - GINO BOLLARD
PRAGUE 2 MEDIUM BOLLARD - UPRA-10011
PEDESTRIAN POLE LIGHT

LIGHT LEGEND

SYM.	DESCRIPTION
⊕	WATER ACCENT LIGHT
●	PEDESTRIAN POLE LIGHT
◆	PARKING LOT POLE LIGHT
▼	TRELLIS DOWN LIGHT
◆	STRING / FESTOON LIGHT
●	UPLIGHT - SIGN
⊕	SPORT LIGHT
◆	PATH / BOLLARD LIGHT
▤	RECESSED WALL LIGHT
M	RESTROOM - MEN

NOTE:

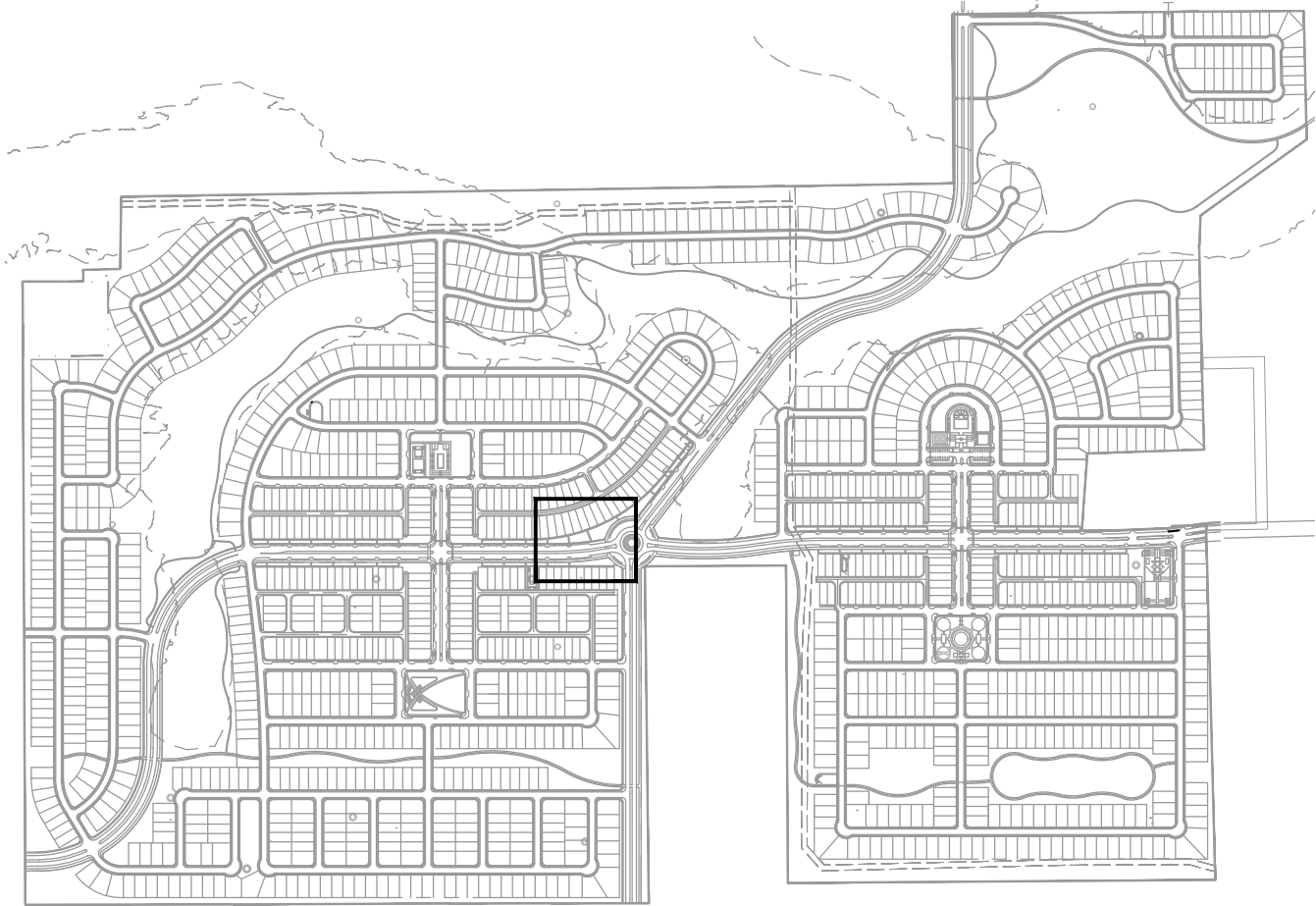
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SKY INITIATIVE.

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ORDINANCE

ALL FIXTURES TO COMPLY WITH
DARK SKY INITIATIVE





KEY MAP



LIGMAN - LIGHT LINEAR
PT 6 DOUBLE HEAD - ULI-21182
PARKING LOT DOUBLE POLE LIGHT



LIGMAN - MUSTANG 40
SINGLE HEAD - UMS-90281
SPORT LIGHT



LIGMAN - GINO BOLLARD
PRAGUE 2 MEDIUM BOLLARD - UPRA-10011
PEDESTRIAN POLE LIGHT

LIGHT LEGEND

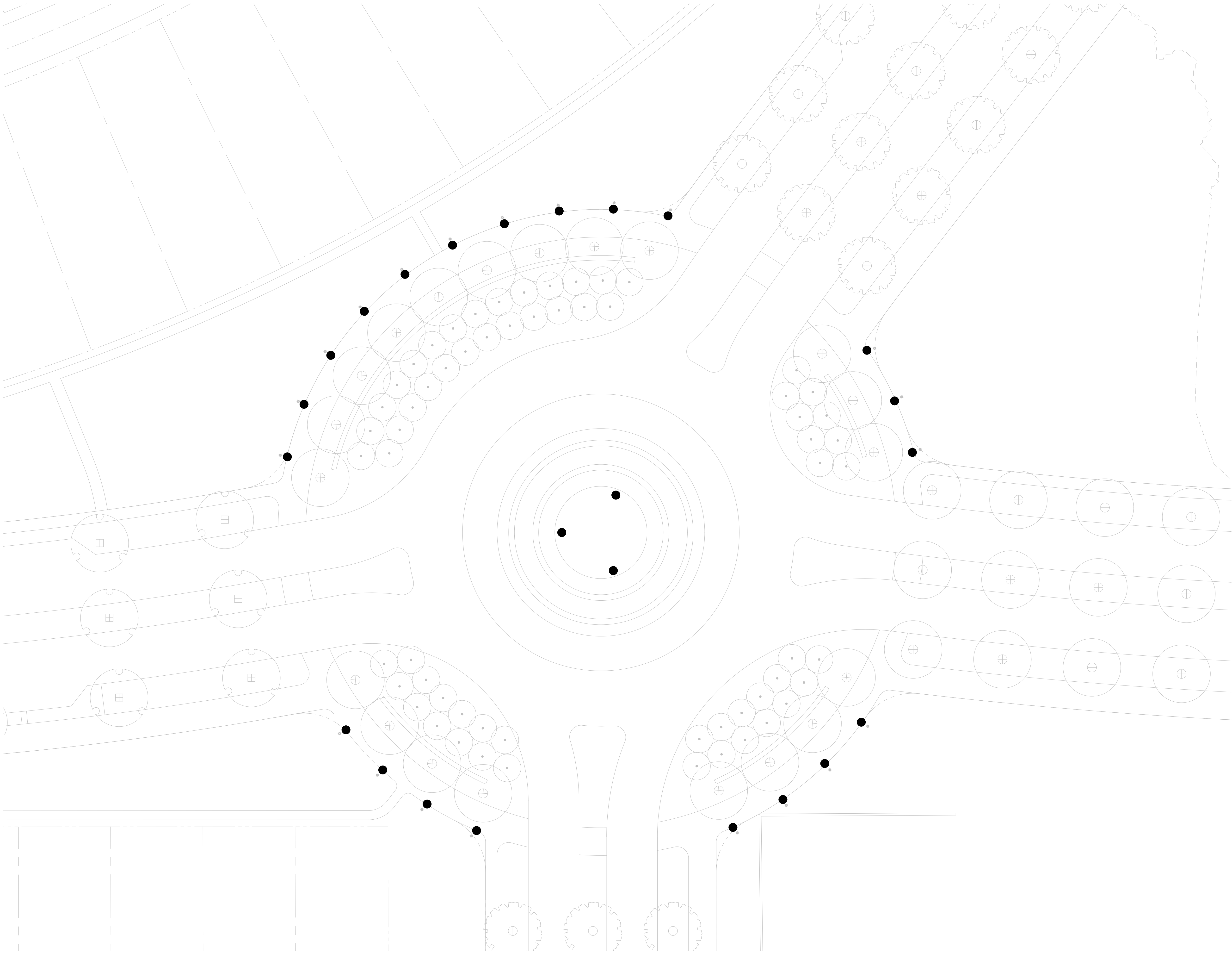
SYM.	DESCRIPTION
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	PEDESTRIAN POLE LIGHT
	PARKING LOT POLE LIGHT
	TRELLIS DOWN LIGHT
	STRING / FESTOON LIGHT
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CUESTA
DEVELOPMENT REGULATIONS
Planned Development – 538.99 Acres

I. PURPOSE

This Planned Development includes the land more particularly described on Exhibit "A" (the "Property").

The Cuesta development aims to establish a diverse and vibrant neighborhood, offering a mix of single-family homes. The trails provided throughout the Property harmonize with the Property's natural topography, and allow for connectivity within the neighborhood and broader community. The varied housing options target housing attainability and cater to residents at different life stages. The project ensures easy access to amenities and site features with connections and trails throughout the site. The central amenity, park and open space areas form the heart of the community with diverse recreational experiences, enhancing community engagement.

Development and use of the Property shall comply with the Zoning Ordinance, Chapter 52 of the City of Justin Code of Ordinances, in effect on the date of approval of this PD Ordinance (the "Zoning Ordinance"), as amended by this PD Ordinance. In the event of a conflict between the Zoning Ordinance and this PD Ordinance, this PD Ordinance shall control. In the event of a conflict between this PD Ordinance and the Concept Plan/ Development Plan (defined below) or any other exhibits attached hereto, this PD Ordinance shall control. In the event of a conflict between the Concept Plan/ Development Plan and any other exhibits attached hereto and the Zoning Ordinance, the Concept/ Development Plan and exhibits attached hereto shall control.

II. DEVELOPMENT PLAN

A conceptual master plan for development of the Property is attached as Exhibit "B" ("Concept Plan/ Development Plan") and all development shall generally conform to the Concept Plan/ Development Plan, except as may be modified as provided herein. The Concept Plan/ Development Plan shall satisfy all requirements under the Zoning Ordinance to submit/ approve a development plan for this PD and no further development plan or approvals by the Planning and Zoning Commission or City Council with respect to a development plan shall be required.

Changes of detail or amendments to the Concept Plan/ Development Plan, or any other exhibits attached hereto may be authorized by the Director of Development & Economic Development or his/her designated representative (the "Director") so long as such changes or amendments: do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted, increase the density above 1,600 dwelling units, increase building height above 35 feet, or increase lot coverage for any residential lot above 70% and which do not decrease the required off street parking required

pursuant to Section X, or reduce the minimum yards required pursuant to Section XIII.F. of these Development Regulations (below). The applicant may appeal the decision to deny an amendment to the Concept Plan/ Development Plan or any other exhibits attached hereto to the City's Planning and Zoning Commission and may appeal the decision of the City's Planning and Zoning Commission to the City Council. For any amendments that are not authorized to be approved by the Director herein or are otherwise authorized elsewhere in the Zoning Ordinance, the applicant may apply for an amendment through the same process as a zoning amendment.

The Property may be developed in phases. The phases are not required to exactly conform to the boundaries as shown on Exhibit "C" and the phase boundaries may be adjusted at the time of platting without requiring an amendment to the Concept Plan/ Development Plan.

III. DEFINITIONS

- A. 40 ft lot – means a lot with a width of at least 40 feet, but less than 50 feet.
- B. 50 ft lot – means a lot with a width of at least 50 feet, but less than 60 feet.
- C. 60 ft lot – means a lot with a width of at least 60 feet, but less than 70 feet.
- D. 70 ft lot – means a lot with a width of at least 70 feet.
- E. Masonry – shall be defined as exterior construction materials consisting of one or a combination of the following: brick material, fiber cement siding (such as Hardiplank or Hardiboard), stucco, stone, concrete and other built up/tilt panels. The Director may approve other materials as masonry materials in addition to those materials listed herein.
- F. Open Space — means an area accessible to all residents within the Property that may include without limitation landscaping, sidewalks, trails, recreational facilities (e.g., playground equipment or other recreational facilities), seating areas, a pavilion or other shade structure(s), community gathering places, benches, trees, amenities, natural features, and/or water features. Open space may also include areas that are accessible to the general public within the Property after such areas have been dedicated to the City.

IV. USES

Permitted Uses – One-Family Detached Dwelling and all other uses allowed in the SF-2 — Single-family residential district ("SF-2 District") of the Zoning Ordinance shall be permitted on the Property, in addition to the following uses which shall be expressly permitted:

- 1) Amenity Centers;
- 2) Community Pools;

- 3) Gazebos;
- 4) Pavilions;
- 5) Tennis and Sport Courts;
- 6) Accessory Buildings;
- 7) Ponds, detention and/or retention areas;
- 8) Open space;
- 9) Playgrounds;
- 10) Splash pad(s);
- 11) Farmer's market (may be open to the public);
- 12) Food trucks;
- 13) Community garden(s);
- 14) Event lawn that may host periodic public events such as concerts or artistic performances [*allowed only in the Public Parks (defined herein)*]; and
- 15) Other amenities allowed or contemplated herein or in the exhibits attached hereto.

Uses allowed by Specific Use Permit in the SF-2 District are allowed in this district, subject to procedures for approval of Specific Use Permits in the Zoning Ordinance.

V. HOMEOWNERS' ASSOCIATION; CITY MAINTENANCE OF TRAILS

A Homeowners' Association (HOA) will be formed and will be responsible for the maintenance of the common areas, entry features, private open space areas, and perimeter fencing and landscaping. The City will own and be responsible for the maintenance of any open space or park areas dedicated to the City pursuant to Section XI herein (including without limitation the Public Open Space and Public Parks). The City will be responsible for all maintenance and operation of any public trails (including within limitation the Nature Trail, Multi Use Trail and Regional Trail, each as defined herein).

VI. LANDSCAPE BUFFER

- A. 20-foot Landscape Buffer. A landscape buffer with a minimum width of twenty (20) feet from the perimeter property line shall be provided where homes front a collector street in the locations generally shown on the Exhibit "D" as the "20 Ft Buffer Yard Requirement". Trails and sidewalks shall be permitted within this 20 foot landscape buffer. The following standards shall apply for every one hundred (100) linear feet of landscape buffer length:

- 1) There shall be a minimum of four (4) canopy trees.
 - 2) There shall be a minimum of four (4) understory trees.
 - 3) There shall be a minimum of ten (10) shrubs (shrubs are not required to be screening shrubs).
 - 4) Berms shall not be required. A screening wall or fence shall not be required.
- B. 15-foot Landscape Buffer. A landscape buffer with a minimum width of fifteen (15) feet from the perimeter property line shall be provided where homes back or side to a collector street in the locations generally shown on the Exhibit “D” as the “15 Ft Buffer Yard Requirement”. Trails and sidewalks shall be permitted within this 15 foot landscape buffer. The following standards shall apply for every one hundred (100) linear feet of landscape buffer length:
- 1) There shall be a minimum of four (4) canopy trees.
 - 2) There shall be a minimum of four (4) understory trees.
 - 3) There shall be a minimum of ten (10) shrubs (shrubs are not required to be screening shrubs).
 - 4) A minimum six feet (6’) tall masonry wall will be provided.
 - 5) Berms shall not be required.
- C. No landscape buffer yard or setback shall be required except in the locations shown generally on Exhibit “D”, notwithstanding any requirements in Division 5 of the Zoning Ordinance (Landscaping and Buffer Requirements). The requirements noted herein shall apply in lieu of any landscape buffer/ buffer yard requirements in the Zoning Ordinance. By way of clarity and notwithstanding any requirements herein or in the Zoning Ordinance to the contrary, (1) where floodplain abuts an arterial or collector street, the buffer yard requirements do not apply, and such areas may be left in their natural state; and (2) neither a screening wall nor buffer yard is required when the rear or side yards of a residential subdivision abut a local street.

VII. RESIDENTIAL DENSITY

- A. The maximum number of dwelling units in the aggregate on the Property shall be 1,600. There is no maximum floor area and no maximum number of dwelling units per acre.
- B. The developer is not strictly bound by the locations of lot types as shown on the Concept Plan/ Development Plan. Notwithstanding the proposed locations of lot types as shown on the Concept Plan/ Development Plan, the developer may change the location of lot types (i.e., 40 ft lots, 50 ft lots, 60 ft lots, and 70 ft lots) and relocate lot types so long as: (i) the total number of 40 ft lots within the overall

Property (not by phase) does not increase by more than 10% of the total number of 40 ft lots shown on the Concept Plan/ Development Plan, (ii) the total number of 50 ft lots within the overall Property (not by phase) does not increase by more than 15% of the total number of 50 ft lots shown on the Concept Plan/ Development Plan, (iii) the total number of 60 ft lots within the overall Property (not by phase) does not decrease by more than 15% of the total number of 60 ft lots shown on the Concept Plan/ Development Plan; and (iv) the total number of 70 ft lots within the total Property (not by phase) does not decrease by more than 10% of the total number of 70 ft lots shown on the Concept Plan/ Development Plan.

VIII. AREA REQUIREMENTS AND DEVELOPMENT STANDARDS

- A. The primary development and land use standards for this project will be based upon the standards outlined in this document. The Property shall be developed in accordance with the standards applicable to the SF-2 District, except as amended or otherwise set forth in this PD Ordinance.
- B. 50 ft lots, 60 ft lots and 70 ft lots may be front entry.
- C. Minimum Lot Area.
 - 1) The minimum lot area for the following lot widths shall be as follows:
 - a. 40 ft lot: 4,200 square feet
 - b. 50 ft lot: 5,750 square feet
 - c. 60 ft lot: 6,900 square feet
 - d. 70 ft lot: 8,050 square feet
 - 2) A maximum of 10% of each lot type (i.e., 40 ft lots, 50 ft lots, 60 ft lots, and 70 ft lots) will be allowed to have a reduced area of no more than 5% of the minimum area due to layout constraints (e.g., along curvilinear streets, etc.).
- D. Minimum lot width shall be as follows:
 - 1) 40 ft lots: 40 feet
 - 2) 50 ft lots: 50 feet
 - 3) 60 ft lots: 60 feet
 - 4) 70 ft lots: 70 feet
- E. Minimum Lot Depth. The minimum lot depth shall be:
 - 1) 40 ft lots: 105 feet.

- 2) 50 ft lots, 60 ft lots, and 70 ft lots: 115 feet.

F. Yard Requirements

1) Minimum Front Yard Setback

- a. The minimum front yard setback shall be:

(a) 40 ft lots: 5 feet.

(b) 50 ft lots, 60 ft lots, and 70 ft lots: 20 feet.

- b. Porches on 40 ft lots, 50 ft lots, 60 ft lots, and 70 ft lots may encroach into the required front yard by a maximum of 5 feet.

2) Minimum Interior Side Yard

- a. 40 ft lots, 50 ft lots, 60 ft lots, and 70 ft lots: 5 feet.

3) Minimum Corner Side Yard (street side)

- a. 40 ft lots, 50 ft lots, 60 ft lots, and 70 ft lots: 15 feet.

4) Minimum Rear Yard Setback

- a. 40 ft lots: 20 feet.

- b. 50 ft lots, 60 ft lots, and 70 ft lots: 15 feet.

- G. Maximum Lot Coverage: 70 percent per lot for main and accessory buildings. Lot coverage means the lot area covered by all buildings located thereon, including the area covered by all overhanging roofs, except that lot coverage calculations shall exclude the driveway regardless of whether a roof overhang is located over the driveway.

- H. Maximum Height: up to 35 feet

- I. The tables below illustrate the above development standards for ease of reference. In the event of a conflict between Section XIII.A. – H. and the tables below, Sections XIII.A. – H. shall control.

Area Regulations for 40-foot lots. Area regulations for 40-foot lots shall be as follows:

Minimum Lot Area*	4,200 square feet
Misc.	Rear loaded

Min. Lot Width	40 feet
Min. Lot Depth	105 feet
Min. Front Yard	5 feet
Min. Interior Side Yard	5 feet
Min. Corner Side Yard	15 feet
Min. Rear Yard	20 feet
Max. Lot Coverage	70%
Max. Height	up to 35'

* A maximum of 10% of the total number of 40 ft lots within the Property will be allowed to have a reduced area of no more than 5% of the minimum area due to layout constraints (e.g., along curvilinear streets, etc.).

Area Regulations for 50-foot lots. Area regulations for 50-foot lots shall be as follows:

Minimum Lot Area*	5,750 square feet
Misc.	May be front entry
Min. Lot Width	50 feet
Min. Lot Depth	115 feet
Min. Front Yard	20 feet
Min. Interior Side Yard	5 feet
Min. Corner Side Yard	15 feet
Min. Rear Yard	15 feet
Max. Lot Coverage	70%
Max. Height	up to 35'

* A maximum of 10% of the total number of 50 ft lots within the Property will be allowed to have a reduced area of no more than 5% of the minimum area due to layout constraints (e.g., along curvilinear streets, etc.).

Area Regulations for 60-foot lots. Area regulations for 60-foot lots shall be as follows:

Minimum Lot Area*	6,900 square feet
Misc.	May be front entry
Min. Lot Width	60 feet
Min. Lot Depth	115 feet
Min. Front Yard	20 feet
Min. Interior Side Yard	5 feet
Min. Corner Side Yard	15 feet
Min. Rear Yard	15 feet
Max. Lot Coverage	70%
Max. Height	up to 35'

* A maximum of 10% of the total number of 60 ft lots within the Property will be allowed to have a reduced area of no more than 5% of the minimum area due to layout constraints.

Area Regulations for 70-foot lots. Area regulations for 70 ft lots shall be as follows:

Minimum Lot Area*	8,050 square feet
Misc.	May be front entry
Min. Lot Width	70 feet
Min. Lot Depth	115 feet
Min. Front Yard	20 feet
Min. Interior Side Yard	5 feet
Min. Corner Side Yard	15 feet
Min. Rear Yard	15 feet
Max. Lot Coverage	70%
Max. Height	up to 35'

* A maximum of 10% of the total number of 70 ft lots within the Property will be allowed to have a reduced area of no more than 5% of the minimum area due to layout constraints (e.g., along curvilinear streets, etc.).

IX. BUILDING DESIGN

- A. The following minimum design and construction standards shall apply within the Property in this Planned Development. The requirements in this section shall apply in lieu of any exterior construction, building materials or design requirements in the Zoning Ordinance (including but not limited to Section 52-87 of the Zoning Ordinance) and shall be the exclusive exterior construction, building materials, and design requirements that apply to the development of the Property.
- B. Masonry Requirements.
 - 1) Front Elevation Wall Surface Area — A minimum of 80% Masonry on front surface area of main dwelling unit (calculation shall exclude area covered by windows and doors). No more than 50% of the total dwelling units developed within the Property shall have fiber cement siding material or stucco on more than 50% of the front façade surface area. More than 50% of the total dwelling units within a phase may have fiber cement siding or stucco on more than 50% of the front façade surface area so long as the total overall within the development as a whole (all phases combined) is 50% or less.
 - 2) Except as noted in subsection B(1) above, there shall be no limit on the percentage of the exterior masonry construction requirements for residential structures that may be met by fiber cement siding. There is no minimum percentage of stone construction.
 - 3) Side and Rear Wall Elevation Surface Areas — A minimum of 25% Masonry on Side and Rear Elevations of main dwelling unit (calculation shall exclude area covered by windows and doors).
 - 4) There is no minimum masonry percentage for amenity buildings, restroom facility buildings or accessory buildings.
- C. Building Elevations.
 - 1) Building elevations shall be submitted to the Director prior to the issuance of a building permit. The Director will approve the building elevations if they substantially conform to the requirements of Section IX.B(1)-(4) above.
 - 2) All required elevations shall include sufficient detail to allow the Director to evaluate whether the proposed elevations meet the requirements of IX.B(1)-(4) above, and shall include identification of predominant exterior building materials. The residential building elevations depicted on Exhibit

“E” are an example of building elevations illustrating compliance with the requirements of Section IX.B(1)-(4) above and a sample of the level detail that should be provided in elevations.

- 3) The applicant may submit alternate materials, design or changed elevations that differ from Exhibit “E” and the Director will approve such elevations if the elevations meet the requirements of Section IX.B(1)-(4) above. The different/alternative building elevations are not required to be the same architectural style or color palette as what is shown on Exhibit “E”.

D. Minimum Roof Pitch.

- 1) In general (except as provided in (2) below): minimum roof pitch of 6:12.
- 2) Other structures attached to or separate from the main home (such as porches, covered porches, etc.) and roof over garages: minimum 4:12 roof pitch.

X. PARKING

- A. Minimum Off-Street Parking; Garage Requirements: Each dwelling unit shall have no less than two enclosed parking spaces that shall be located in a garage. Garages shall provide a minimum of 16ft garage door opening and a minimum inside clear width from wall to wall of 18ft and a minimum inside depth of 18ft.

XI. OPEN SPACE DEDICATION AND PUBLIC AMENITIES

- A. Developer agrees to dedicate open space in the location(s) generally shown on Exhibit “F” attached hereto as “floodplain/ open space (dedicated to the City)” and “open space (dedicated to the City)” (the “Public Open Space”) to the City. The Public Open Space is not required to conform exactly to the boundaries as shown on Exhibit “F”, so long as at least 90 acres of open space is dedicated to the City within the overall Property (within the aggregate, including all phases). The Public Open Space may be dedicated in phases or portions (i.e., the total Public Open Space is not required to be dedicated at the same time). The Public Open Space (or portion thereof) is required to be dedicated prior to the issuance of the last certificate of occupancy in the phase in which the respective portion(s) of the Public Open Space is located within or adjacent to (if the Public Open Space is not located within a phase). The Public Open Space and the Public Parks (defined herein) shall fully satisfy the developer or property owner’s obligations under Section 42-126 of the City’s Code of Ordinances to (1) dedicate parkland or pay a fee in lieu thereof; and (2) pay park development fees. Therefore, no parkland dedication (or fee in lieu thereof) and no park development fees shall be due for the development of the Property. Prior to dedication of the applicable portion of the Public Open Space, the developer or property owner shall construct trails within the Public Open Space area as generally shown on Exhibit “F”. Other than the aforementioned trails, the developer or property owner shall not be required to make any improvements to the Public Open Space area. The trails labeled on Exhibit “F” as the “Regional Public

Trail (Public)” (referred to herein as the “Regional Trail”) and “Multi Use Trail (Public)” (referred to herein as the “Multi Use Trail”) shall be at least 12’ wide and constructed of concrete. The trail labeled as the “Nature Trail (Public)” on Exhibit “F” (the “Nature Trail”) shall be at least 4’ wide and is not required to be constructed of concrete. The trails are not strictly bound to the locations shown on Exhibit “F” and may be modified with the final design so long as the trails comply with the minimum requirements herein and are either (i) located in the same general directions shown on Exhibit “F” or (ii) located at other locations approved by the Director. In the event of a conflict between the text of these PD Development Regulations and Exhibit “F”, the text of these PD Development Regulations controls.

- B. Developer agrees to dedicate three (3) public parks to the City in the locations generally identified on Exhibit “F” as the Public “Event Park”, the Public “Play Park” and the Public “Pavilion Park” (each a “Public Park” and collectively, the “Public Parks”). The Public Parks are not required to conform exactly to the boundaries as shown on Exhibit “F” or to any acreages stated herein, so long as at least 1.24 acres is dedicated to the City for the Event Park, at least 1.12 acres is dedicated to the City for the Play Park, and at least one (1) acre is dedicated to the City for the Pavilion Park. The Public Parks may be dedicated in phases (corresponding with the respective phases of development) and shall be dedicated prior to the issuance of the last certificate of occupancy in the phase in which the respective Public Park is located within or adjacent to (if the Public Park is not located within a phase). Prior to dedication of the applicable Public Park, the developer or property owner shall construct and/or install the following improvements at a minimum within each Public Park, respectively (and may, but shall not be required to, construct additional improvements, in its discretion):
- 1) Pavilion Park: (a) a shade structure or pavilion; and (b) green space areas;
 - 2) Play Park: (a) three (3) playgrounds; (b) a splash pad; and (c) one or more sports courts such as a basketball, tennis or pickleball court;
 - 3) Event Park: (a) an event lawn; (b) at least one playground; and (c) a pavilion or shade structure.

Other than the aforementioned improvements, the developer or property owner shall not be required to make any improvements to the Public Parks, but may include other improvements at its discretion.

- C. The open space, trails, and park requirements in this PD Ordinance shall apply in lieu of any open space, trails, or park requirements in the City Code and shall be the exclusive open space, park, and trail requirements that apply to the development of the Property. For the avoidance of doubt, the dedication of the Public Parks and Public Open Space is not required prior to final plat or approval of any construction plans or building permits and the timing for dedication shall be required as provided herein.

- D. Detention and retention may be provided in open space areas. There is no limit or restriction on the amount of floodplain or natural drainage areas that may be located within the Public Open Space area and no required minimum slope.
- E. Paved parking areas are not required within the Public Parks or Public Open Space area notwithstanding any City Code requirements to the contrary. The developer may designate parallel parking at the perimeter of the Public Parks.

XII. PRIVATE AMENITIES

- A. Developer agrees to install the following amenities for residents within the Property, which may be installed in open space areas or common areas (“Required Private Amenities”):
 - 1) Two separate resident amenity areas north of Range Road (each a “Resident Amenity Area”).
 - 2) At least one of the Resident Amenity Areas referenced in subsection A(1) above will include a playground.
 - 3) At least one of the Resident Amenity Areas referenced in subsection A(1) above will include the following at a minimum: a swimming pool, seating areas, and restroom facilities.
- B. The exact location of the Required Private Amenities and amenities provided within such areas may change during the final design process. The Resident Amenity Areas may include other amenities in addition to the minimum amenities listed in subsection A(2)-(3) above at the developer’s discretion.
- C. The Required Private Amenities may be completed in phases (corresponding with the respective phases of development) and shall be completed prior to the issuance of the last certificate of occupancy in the phase in which the respective amenity is located within.

XIII. TRAILS

- A. Developer agrees to construct a multi-use trail approximately 12 feet in width in the locations generally shown as the “12’ Multi Use Trail (Public)” on Exhibit “F” (“Multi Use Trail”). The Multi-Use Trail is not strictly bound to the locations shown on Exhibit “F” and may be modified with the final design. The Multi-Use Trail will be constructed of concrete and will be publicly accessible. The Multi-Use Trail may be completed in phases and shall be completed prior to the issuance of the last certificate of occupancy in the phase in which the respective portion(s) of the trail is located within or adjacent to (if the portion of the trail is not located within a phase).

XIV. STREETS AND ACCESS

- A. The street sections and street design requirements herein apply in lieu of any standard street section or design requirements in the City Code.
- B. Alleys shall comply with the section titled “30 Ft Alley ROW Street Plan/ Section” on Exhibit “G”.
- C. Except where shown in the key map as an orange “60 Ft ROW Street Plan/ Section” on Exhibit “G”, local streets shall comply with the section titled “50 Ft ROW Street Plan/ Section” on Exhibit “G”.
- D. Where shown in the key map as an orange “60 Ft ROW Street Plan/ Section” (intended for streets directly abutting or providing a connection to a Public Park or Resident Amenity Area), local streets shall comply with the section titled “60 Ft ROW Street Plan/ Section”.
- E. The portions of streets shown in the key map on Exhibit “G” as “100 Ft ROW – Type A Street Plan/ Section” (including portions of minor arterials) will comply with the “100 Ft ROW – Type A Street Plan/ Section”.
- F. The portions of streets shown in the key map on Exhibit “G” as “100 Ft ROW – Type B Street Plan/ Section” (including portions of minor arterials) will comply with the “100 Ft ROW – Type B Street Plan/ Section”.
- G. The portions of streets shown in the key map on Exhibit “G” as “100 Ft ROW – Type C Street Plan/ Section” (including portions of a minor arterial and four entrances into the subdivision) will comply with the “100 Ft ROW – Type C Street Plan/ Section”.
- H. Streets are not required to be exactly as shown and street alignments are not required to match exactly what is shown on Exhibit “G”. Exhibit “G” shows where different street sections are located for the current draft Concept Plan/ Development Plan.

Exhibit "A"

Legal Description of the Property

Exhibit "B"

Concept Plan/ Development Plan

Exhibit "C"

Phase Exhibit

Exhibit "D"

Buffer Plan

Exhibit "E"

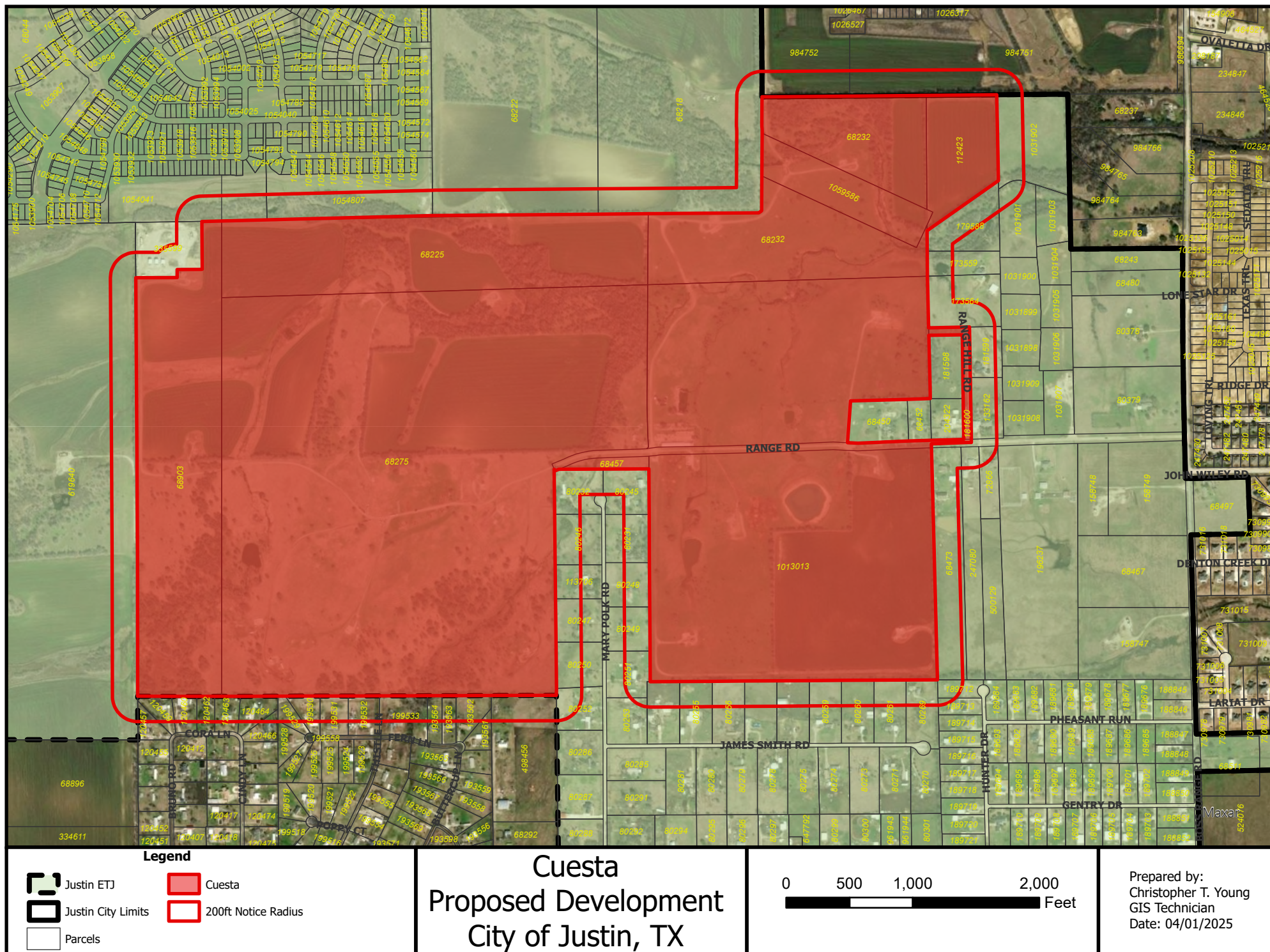
Example of Acceptable Building Elevations

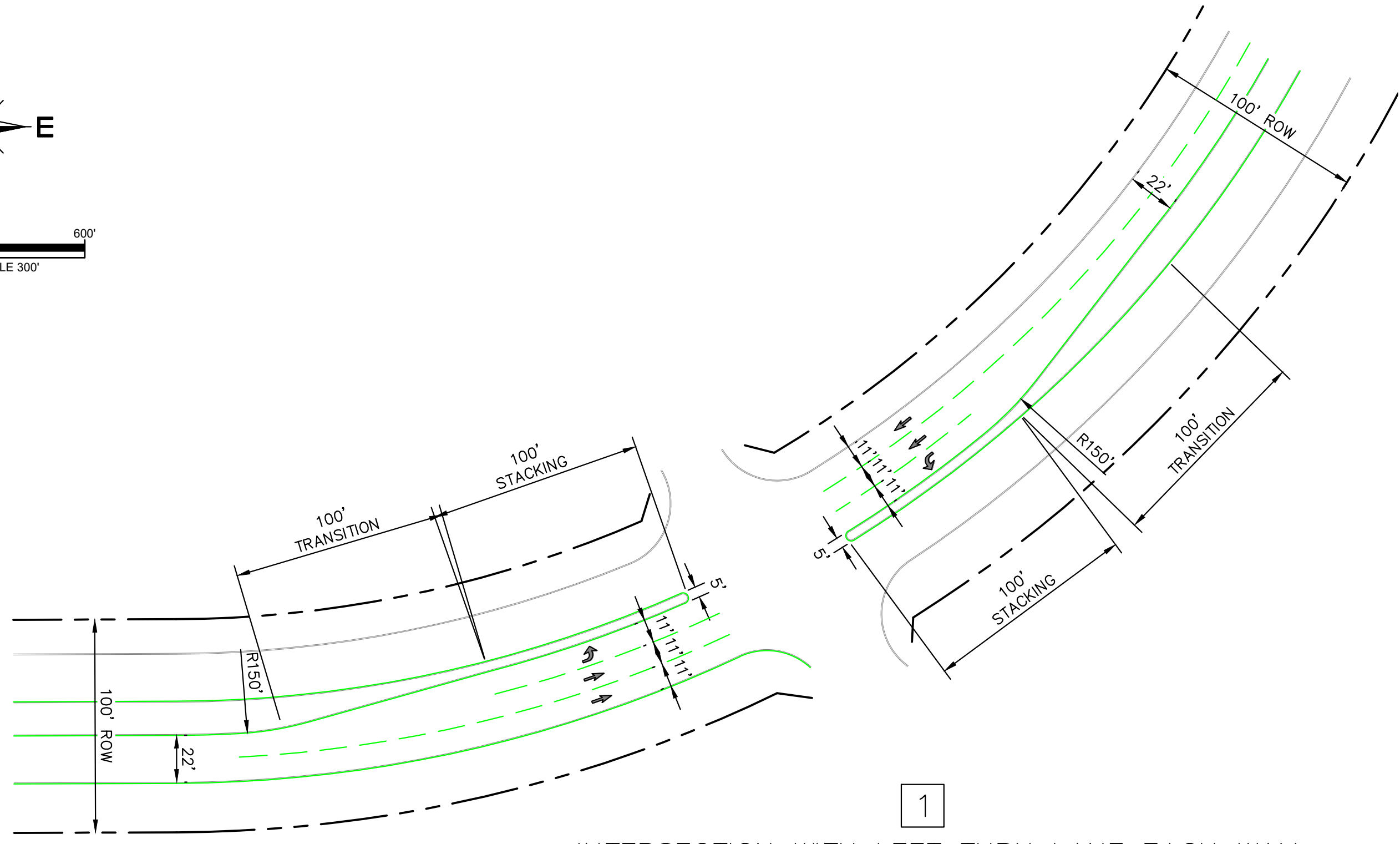
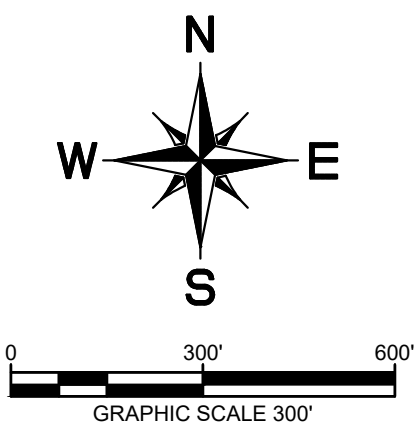
Exhibit "F"

Preliminary Open Space and Parks Plan

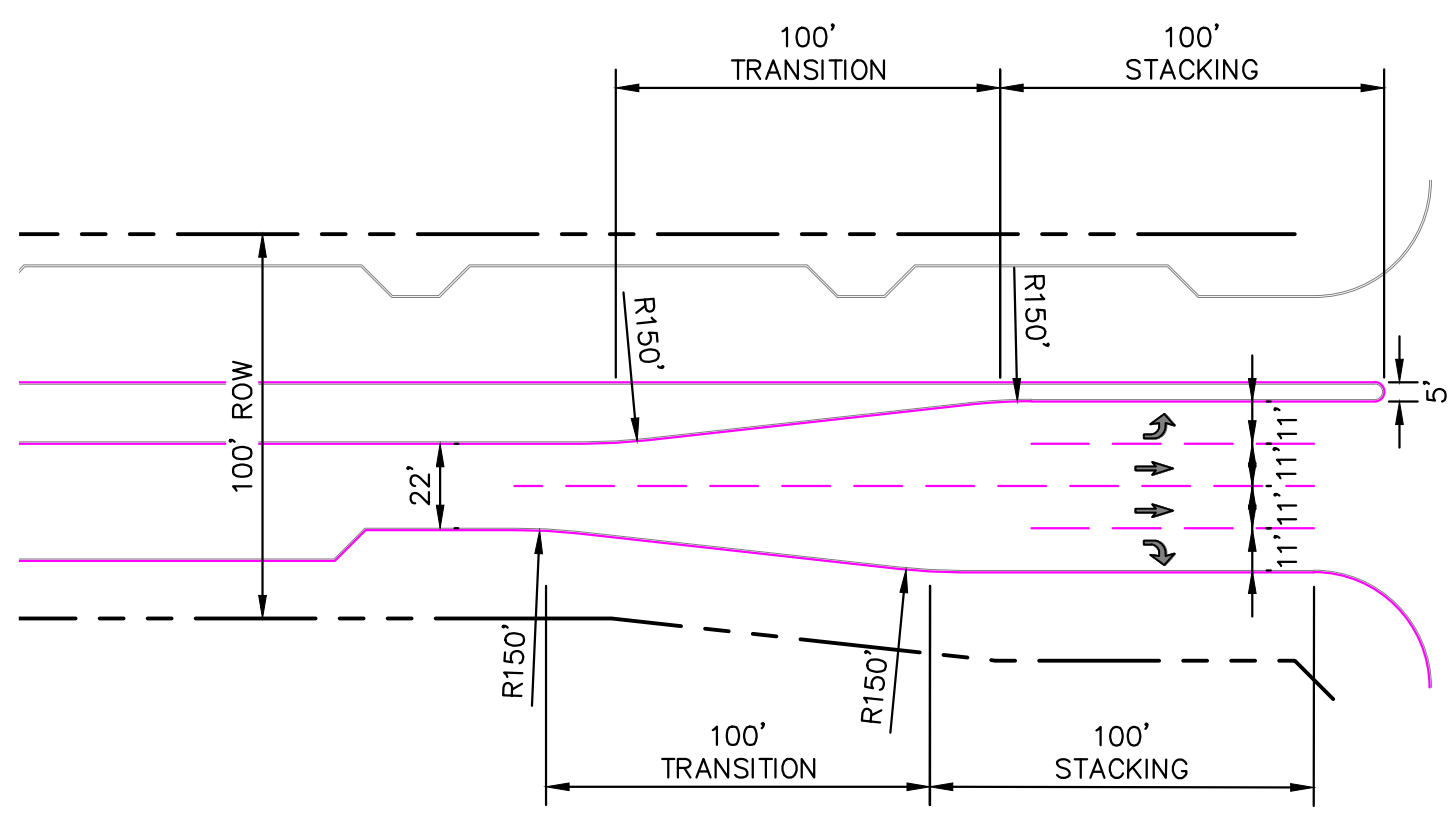
Exhibit "G"

Street Sections

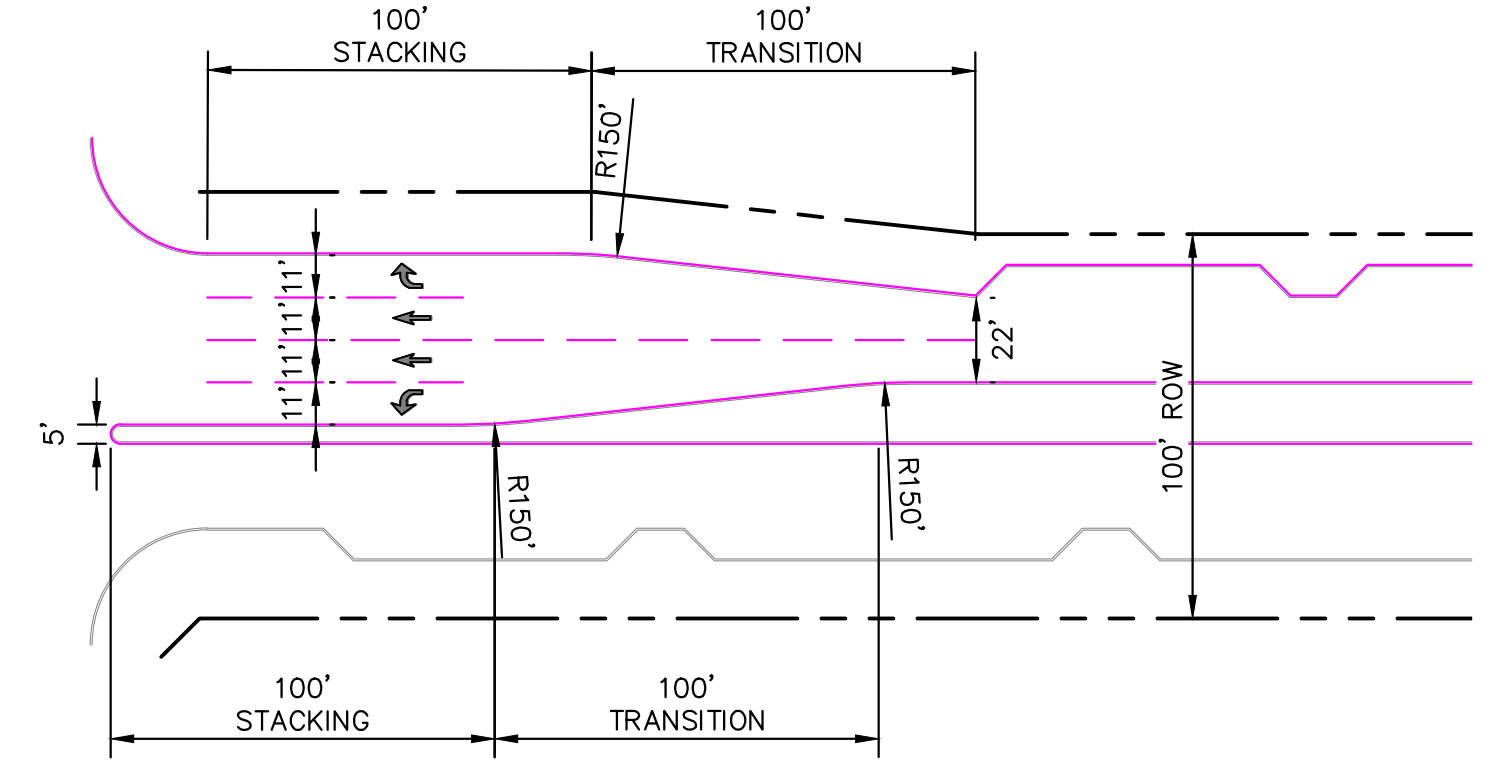




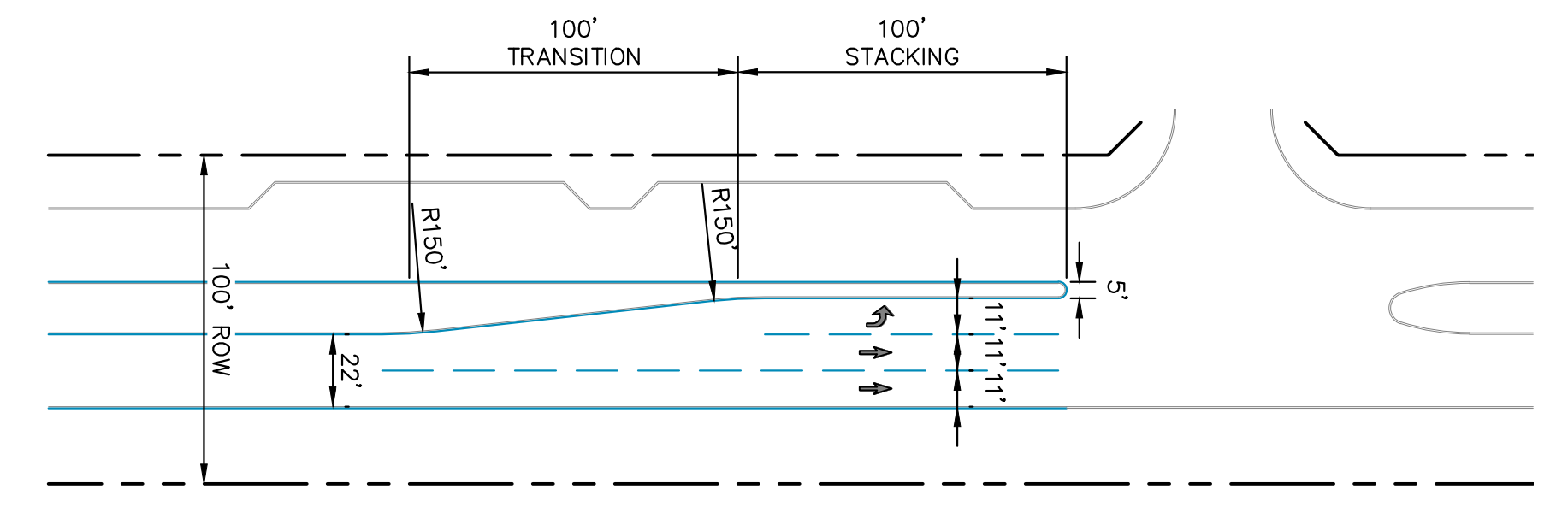
1
INTERSECTION WITH LEFT TURN LANE EACH WAY
NTS



2
INTERSECTION WITH LEFT AND RIGHT TURN LANE EACH WAY
NTS



3
INTERSECTION WITH LEFT TURN LANE ONE WAY
NTS



NOTE:
1. ALL DIMENSIONS SHOWN ARE FACE OF CURB.



Turn Lane Exhibit

Cuesta

Justin, Texas
March 2025

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

Range Creek Single-Family

TRAFFIC IMPACT ANALYSIS

Prepared By:

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Job Number: 061179360

MARCH 2025



A handwritten signature in blue ink, appearing to read "Pete Kelly", with a long horizontal flourish extending to the right.

03-06-2025

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EXECUTIVE SUMMARY

This report documents a traffic impact analysis (TIA) performed for the proposed Range Creek development located south of FM 407 and west of Boss Range Road in the City of Justin, Texas. The proposed development is anticipated to include 1,547 lots of single-family detached housing.

Traffic was evaluated for five scenarios for which the Weekday AM and PM peak hour level of service analysis was performed. Analysis procedures consisted of intersection capacity analysis, auxiliary lane analysis, sight distance analysis, and access spacing analysis. These scenarios are presented in **Table A**.

Table A. Analysis Scenario Summary Table

Scenario	Roadway Conditions	Development Assumptions	Traffic Volumes
Existing (2024)	Existing	Existing	Existing
Phase 1-2 (2027) Background	Existing	Existing	Existing + 3 years of growth at 3.5% per year
Phase 1-2 (2027)	Existing + Site Driveways + Range Road + Timberbrook Dr	Existing + Phase 1-2 Range Creek Development	Existing + 3 years of growth at 3.5% per year + Range Creek Phase 1-2 Site Traffic
Buildout (2030) Background	Existing	Existing	Existing + 6 years of growth at 3.5% per year
Buildout (2030)	Existing + Site Driveways + Realigned Range Road + Timberbrook Dr	Existing + All Phases of Range Creek Development	Existing + 6 years of growth at 3.5% per year + Range Creek Buildout Site Traffic

Based on the analyses performed, we offer the following conclusions and recommendations:

Intersection Capacity Analysis

Based on the intersection capacity analysis, all study area intersections are projected to operate at LOS D or better through the Horizon (2034) scenario except the following:

Boss Range Road & Wiley Road / Range Road

The eastbound and westbound approaches of the intersection are anticipated to operate at LOS F in both peak hours in Buildout (2030) conditions. Based on projected volumes, the intersection is projected to fall just below volume thresholds to warrant a traffic signal. Mitigated analyses were performed with all-way stop control and signalization. Based on the mitigated analyses, the intersection is anticipated to operate with ~75% less overall delay with all-way stop control, and at LOS B or better with a signal installed in buildout conditions.

Recommendations:

Step 1 – Consider implementing all-way stop control to lower overall delay beginning in Phase 3.

Step 2 - Collect new traffic counts to evaluate the need for a traffic signal and/or other mitigations after Buildout (2030) and realignment of Range Road.

Responsible Party: Range Creek Development / Adjacent Developments / City

Auxiliary Lane Analysis

Based on the auxiliary lane analysis of the development through Buildout (2030) conditions according to the City of Justin's *Subdivision Regulations*, the following observations are made:

- Left-turn lanes are to be provided for all divided streets where median openings provide access to streets, alleys, or driveways. Based on the Range Creek site plan, all site driveways are anticipated to be constructed at median openings except for Drives 4, 12, and 13. Based on the City of Justin's requirements, the minimum length for a left-turn deceleration lane is 200 total feet, which includes 100 feet of storage and 100 feet of transition. Therefore, it is recommended to construct left-turn lanes in each direction at all site driveways except Drives 4, 12, and 13.
- Right-turn lanes are to be provided on all approaches of TxDOT, arterial, and collector streets. Also, they are required for commercial developments of 5 acres or more and based on a traffic impact analysis demonstrating adequate safety. With the addition of left-turn lanes, Range Road and Timberbrook are anticipated to operate with sufficient capacity and minimal delay. Based on the City's requirements and acceptable operations, it is not recommended to install right-turn lanes at any of the site driveways. However, it is recommended to install left and right-turn lanes where each Minor Arterial connects to the existing City roadway network.

Sight Distance Analysis

Based on field observations and the proposed site plan, all proposed driveways (Drives 1-17) are anticipated to have adequate sight distance. All driveways should be designed to provide adequate sight distance (i.e. clear sight with no obstructing object, signs, landscaping, etc.).

Access Spacing Analysis

The driveways planned to serve the proposed development include the proposed Drives 1-17 along Range Road and Timberbrook. According to the City of Justin's *Subdivision Regulations* on Page 13-14, the following observations are made:

- The edge of the median opening is not less than 400 feet from the edge of an intersection with a collector or arterial thoroughfare.
- All the proposed site driveways are anticipated to provide adequate access spacing along Range Road and Timberbrook.

INTRODUCTION

PURPOSE

Kimley-Horn and Associates, Inc. was retained by Meritage Homes of Texas, LLC to perform a traffic impact analysis for the proposed Range Creek development, located south of FM 407 and west of Boss Range Road in the City of Justin, Texas.

The purpose of this study is to address the traffic impacts of the proposed development on surrounding streets and intersections. This traffic impact study was prepared based on criteria set forth by the City of Justin and TxDOT standards. The specific objectives of this study are to determine existing and future levels of service at the various study intersections and recommend any capacity or operational related improvements.

METHODOLOGY

The traffic evaluation was comprised of five scenarios for which Weekday AM and PM peak hour intersection level of service analyses were performed. Based on the project's anticipated completion, 2030 was assumed as the buildout analysis year. In total, five analysis scenarios were examined and are presented in **Table 1**.

Table 1. Analysis Scenario Summary Table

Scenario	Roadway Conditions	Development Assumptions	Traffic Volumes
Existing (2024)	Existing	Existing	Existing
Phase 1-2 (2027) Background	Existing	Existing	Existing + 3 years of growth at 3.5% per year
Phase 1-2 (2027)	Existing + Site Driveways + Range Road + Timberbrook Dr	Existing + Phase 1-2 Range Creek Development	Existing + 3 years of growth at 3.5% per year + Range Creek Phase 1-2 Site Traffic
Buildout (2030) Background	Existing	Existing	Existing + 6 years of growth at 3.5% per year
Buildout (2030)	Existing + Site Driveways + Realigned Range Road + Timberbrook Dr	Existing + All Phases of Range Creek Development	Existing + 6 years of growth at 3.5% per year + Range Creek Buildout Site Traffic

For all intersections, the capacity analyses were conducted using the *Synchro 12™* software package and its associated *Highway Capacity Manual* reports.

STUDY AREA

SITE LOCATION

The development is located south of FM 407 and west of Boss Range Road in the City of Justin, Texas. A vicinity map is presented in **Exhibit 1**. The existing intersections of FM 407 & Timberbrook, Boss Range Road & Range Road, and Range Road & Wiley Road were analyzed, along with the future intersections at the proposed driveways. **Exhibit 2** displays the existing thoroughfares, lane assignments, and traffic controls within the study area.

MAJOR THOROUGHFARES

Wiley Road is currently a two-lane undivided roadway located east of Boss Range Road oriented in an east-west direction. Wiley Road serves residential developments along its span from FM 156 to Boss Range Road. Per the City of Justin Master Thoroughfare Plan, Wiley Road is classified as a Minor Arterial and has a posted speed limit of 30 mph.

FM 407 is currently a two-lane undivided TxDOT roadway located west of FM 156 and oriented in an east-west direction. FM 407 serves residential developments west of the study area and to downtown Justin east. Per the City of Justin Master Thoroughfare Plan, FM 407 is classified as a State Highway and has a posted speed limit of 45 mph.

Boss Range Road is currently a two-lane undivided roadway and is oriented in a north-south direction. Boss Range Road provides access to rural residential areas to the south and FM 407 to the north. Per the City of Justin Master Thoroughfare Plan, Boss Range Road is classified as a Minor Arterial and has a posted speed limit of 35 mph.

Range Road is currently two-lane undivided roadway and is oriented in an east-west direction. Range Road provides access to rural residential areas to the west and to Boss Range Road / Wiley Road to the east. Per the City of Justin Master Thoroughfare Plan, Range Road is classified as a Minor Arterial and has a posted speed limit of 30 mph.

PROPOSED DEVELOPMENT

The development is located south of FM 407 and west of Boss Range Road in the City of Justin, Texas. Based on information provided by the developer, the proposed development is anticipated to include 1,547 lots of single-family detached housing, in which Phases 1-2 are anticipated to be completed by 2027 and Buildout by 2030.

The development is anticipated to have seventeen (17) access points, with fourteen being full access and 3 being right-in/right-out only accesses. The development is planning to construct the east-west Range Road and north-south Timberbrook Minor Arterial sections within the site boundary. These thoroughfares will provide access to the site driveways.

EXISTING (2024) TRAFFIC CONDITIONS

EXISTING TRAFFIC VOLUMES

Turning movement counts were collected on Wednesday, October 30th, 2024, during the AM and PM peak hours at the following intersections:

- FM 407 & Timberbrook
- Boss Range Road & Wiley Road
- Boss Range Road & Range Road

Based on the collection date of traffic volumes, the existing scenario year used is 2024. The Existing (2024) traffic volumes are presented in **Exhibit 3**. Raw traffic counts are provided in the **Appendix**.



LEGEND:

- Existing Stop Sign
- Existing Facility
- - - Future Site Drive
- Future Roundabout

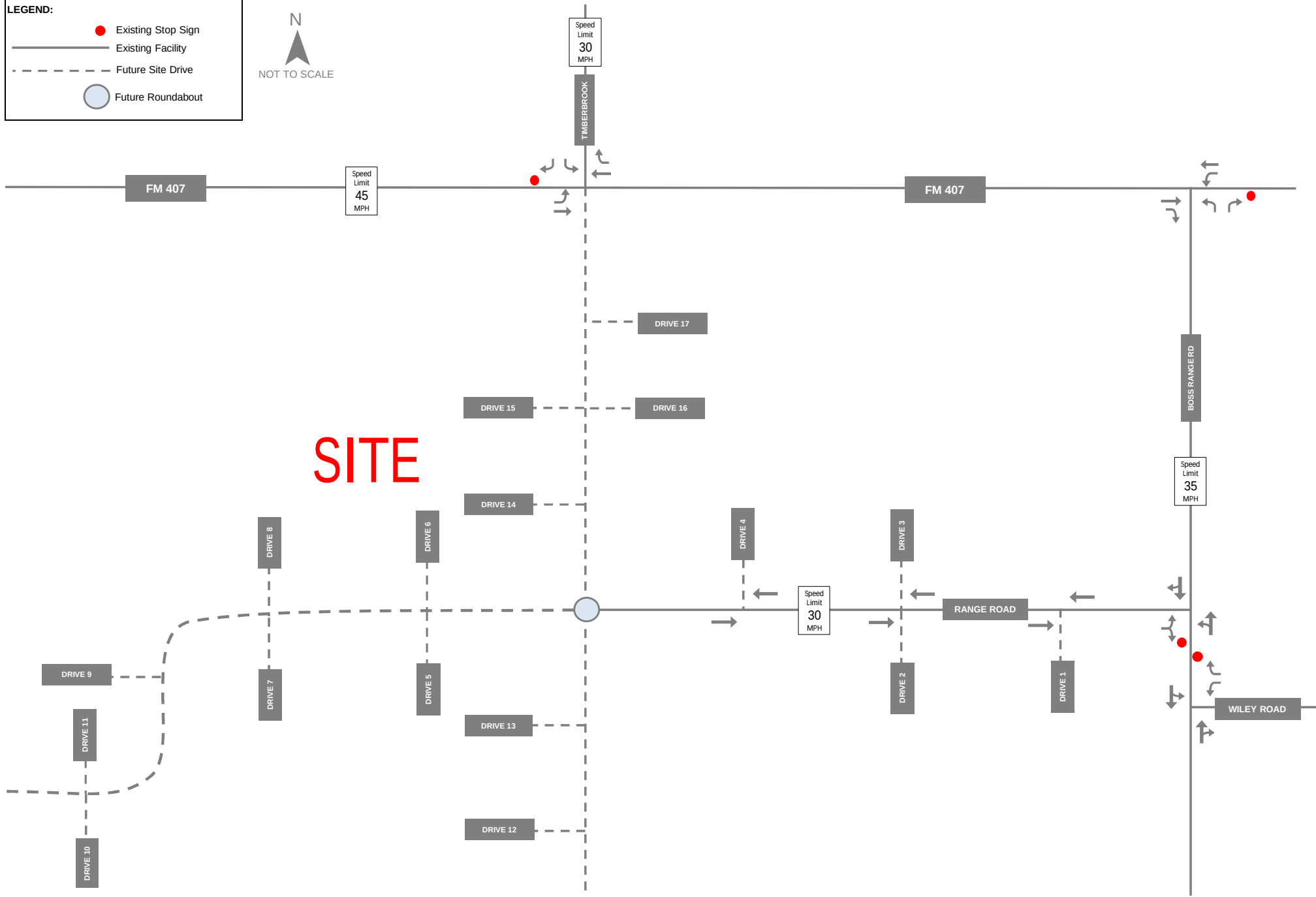


EXHIBIT 2
 EXISTING LANE ASSIGNMENT & INTERSECTION CONTROL
 RANGE CREEK TIA

LEGEND:
X (Y)
X = AM Peak Hour Turning Movements
Y = PM Peak Hour Turning Movements
Volumes may not sum from point to point due to rounding
and presence of smaller driveways not included in analysis.

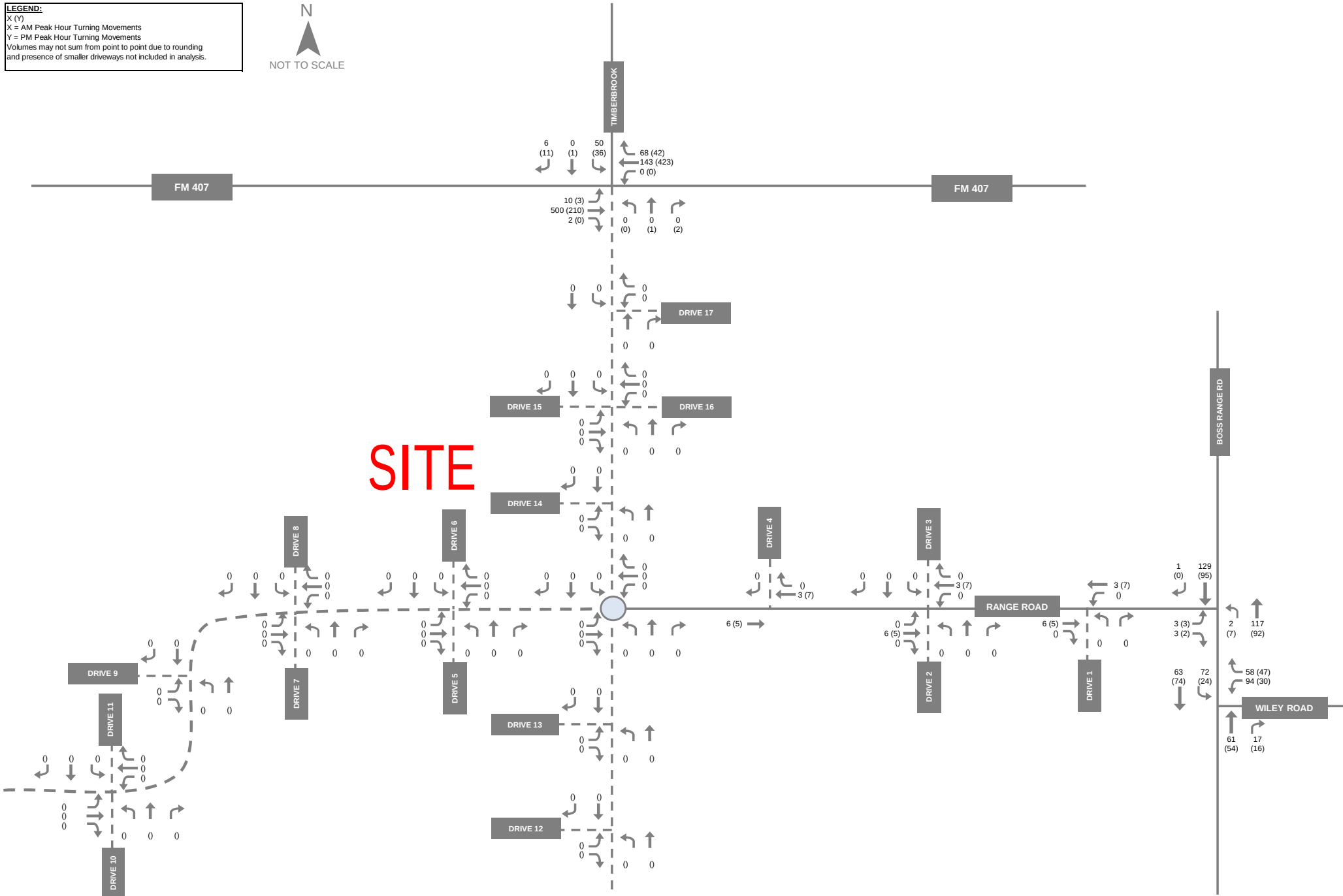


EXHIBIT 3
EXISTING (2024) TRAFFIC VOLUMES
Range Creek TIA

FUTURE TRAFFIC CONDITIONS

HISTORICAL GROWTH RATE

Based on historical growth data from the TxDOT Traffic Count Database System and future growth projections from the TxDOT Statewide Planning Map, an annual growth of 3.5% was assumed as representative for the roadway network. This was based on historical traffic counts along FM 407, east of Boss Range Road.

PHASE 1-2 (2027) BACKGROUND TRAFFIC VOLUMES

Exhibit 8 presents the projected Phase 1-2 (2027) Background traffic volume, which is the existing traffic (see **Exhibit 3**) grown at a projected 3.5% annual background growth to year 2027

BUILDOUT (2030) BACKGROUND TRAFFIC VOLUMES

Exhibit 10 presents the projected Buildout (2030) Background traffic volume, which is the existing traffic (see **Exhibit 3**) grown at a projected 3.5% annual background growth to year 2030.

ROADWAY NETWORK

The Buildout (2030) total roadway network is anticipated to be the same as the Existing (2024) conditions, with the addition of the following:

- East-West Minor Arterial (Range Road), within the site boundary
- North-South Minor Arterial (Timberbrook), within the site boundary
- Realignment of Range Road to create four-leg intersection at Wiley Road & Boss Range Road

According to the Justin Master Thoroughfare Plan, Minor Arterials are designated as two-lane divided roadways with on-street parking. Note that the connection of Range Road to the east of the development is unknown, along with the Timberbrook connection to the south. Both are assumed to not connect to adjacent roadways or developments during the Range Creek development timeline.

TRIP GENERATION

Traffic projections were prepared for Build-Out of the proposed development based on the trip generation rates found in the 11th edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*. This recognized standard for trip generation is based on actual surveys (traffic counts) of existing types of development. **Table 2** provides the average rates included in the ITE *Trip Generation Manual* in addition to the entering and exiting distribution splits.

Table 2. Trip Generation Rates

Land Use Description	Variable	Daily		AM Peak Hour		PM Peak Hour	
		Rate	Split	Rate	Split	Rate	Split
Single-Family Detached (ITE #210)	Dwelling Units	9.43 * (X)	50% In 50% Out	0.70 * (X)	26% In 74% Out	0.94 * (X)	63% In 37% Out

Number of trips generated = Trip Rate (Development Unit); X = Dwelling Units

Table 3 summarizes the total number of trips that are projected to be generated by the proposed development during the Weekday AM and PM peak periods for each phase of development. The number of trips generated represents the number of vehicles entering and exiting the proposed development to and from the adjacent street system.

Table 3. Trip Generation Calculation

Land Use Description	ITE Code	Scenario	Intensity / Units	Daily	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Single-Family Detached Housing	210	Phase 1-2	606 Dwelling Units	5,715	110	314	424	359	211	570
		Phase 3-4 (Buildout)	941 Dwelling Units	8,874	171	488	659	558	327	885
Range Creek Total Site Traffic				14,589	281	802	1,083	917	538	1,455

TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

The distribution and assignment of the site-generated traffic to the study area roadway network was performed for the proposed development based on examination of the existing and anticipated traffic volumes and the locations of the proposed driveway access to and from the site. The following percentages of trip distribution are assumed on the surrounding roadway network for both Phase 1-2 (2027) and Buildout (2030):

- 40% - Wiley Road, east of the study area
- 20% - Boss Range Road, south of the study area
- 10% - Boss Range Road, north of the study area
- 15% - FM 407, northwest of the study area
- 10% - FM 407, northeast of the study area
- 5% - Timberbrook, north of the study area

Exhibit 4 and **Exhibit 6** presents the inbound and outbound directional distribution percentages for site-generated traffic during the Weekday AM and PM peak hours for Phase 1-2 and Buildout, respectively. Total site-generated traffic volumes for the Weekday AM and PM peak hours at Phase 1-2 and Buildout are presented in **Exhibit 5** and **Exhibit 7**, respectively.

Total traffic volumes for Phase 1-2 and Buildout (2030) conditions can be found in **Exhibit 9** and **Exhibit 11**, respectively.

N



NOT TO SCALE



LEGEND:
 X (Y)
 X = AM Peak Hour Turning Movements
 Y = PM Peak Hour Turning Movements
 Volumes may not sum from point to point due to rounding
 and presence of smaller driveways not included in analysis.

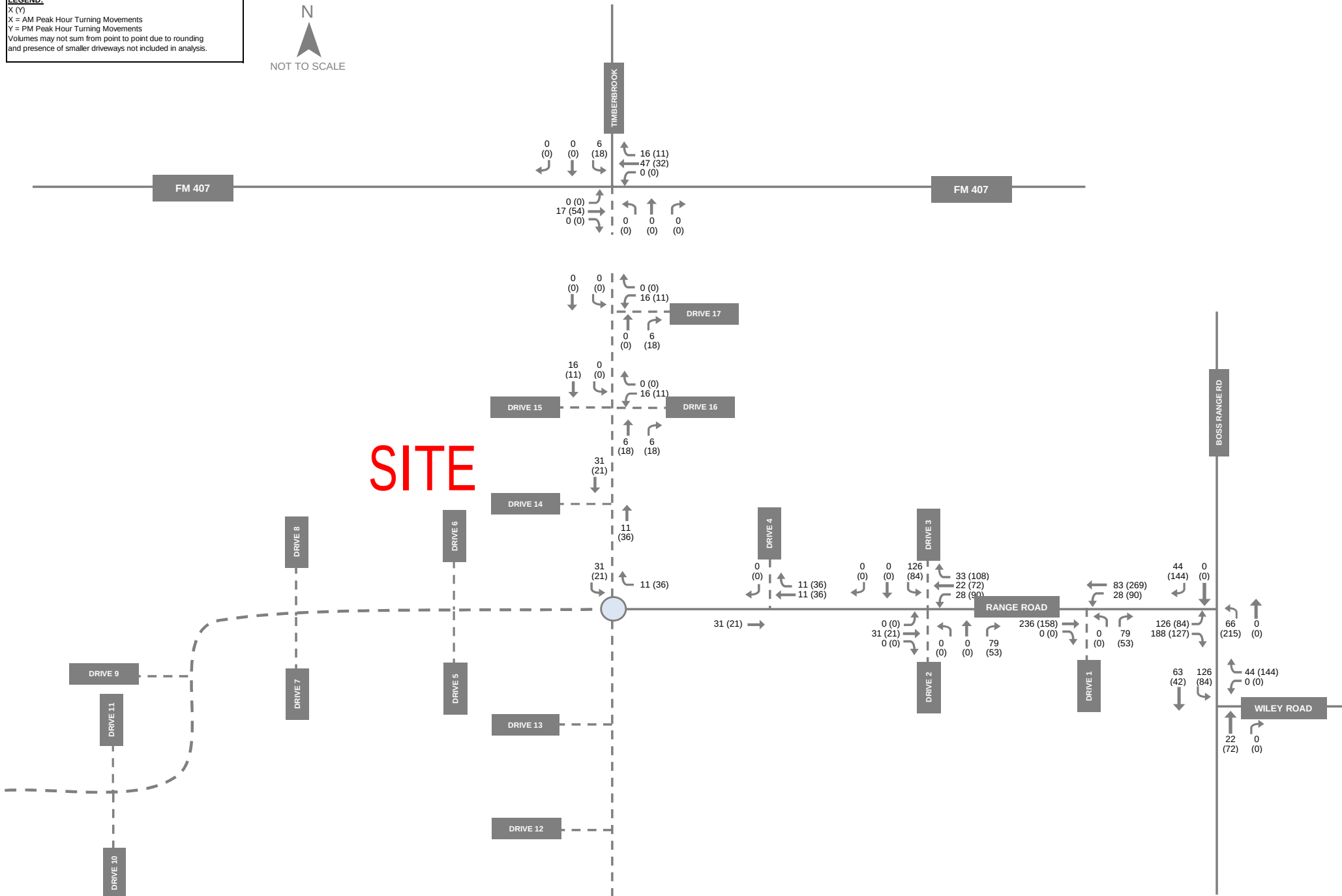


EXHIBIT 5
 PHASE 1-2 (2027) TRIP ASSIGNMENT
 RANGE CREEK TIA

LEGEND:
 X% (Y%)
 X% = Percentage of Inbound Site-Generated Traffic
 Y% = Percentage of Outbound Site-Generated Traffic

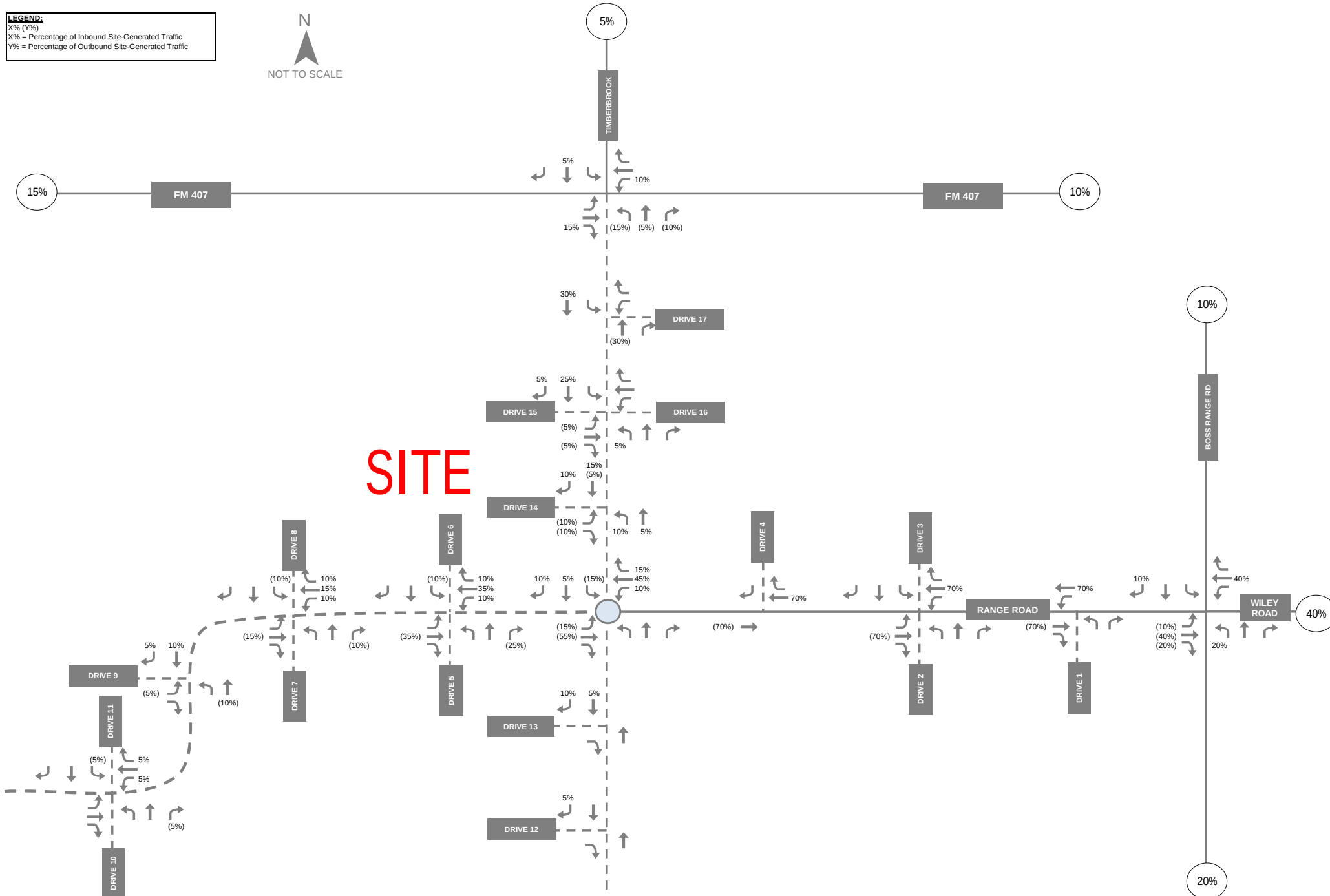


EXHIBIT 6
BUILDOUT (2030) TRIP DISTRIBUTION
 RANGE CREEK TIA

LEGEND:
 X (Y)
 X = AM Peak Hour Turning Movements
 Y = PM Peak Hour Turning Movements
 Volumes may not sum from point to point due to rounding
 and presence of smaller driveways not included in analysis.

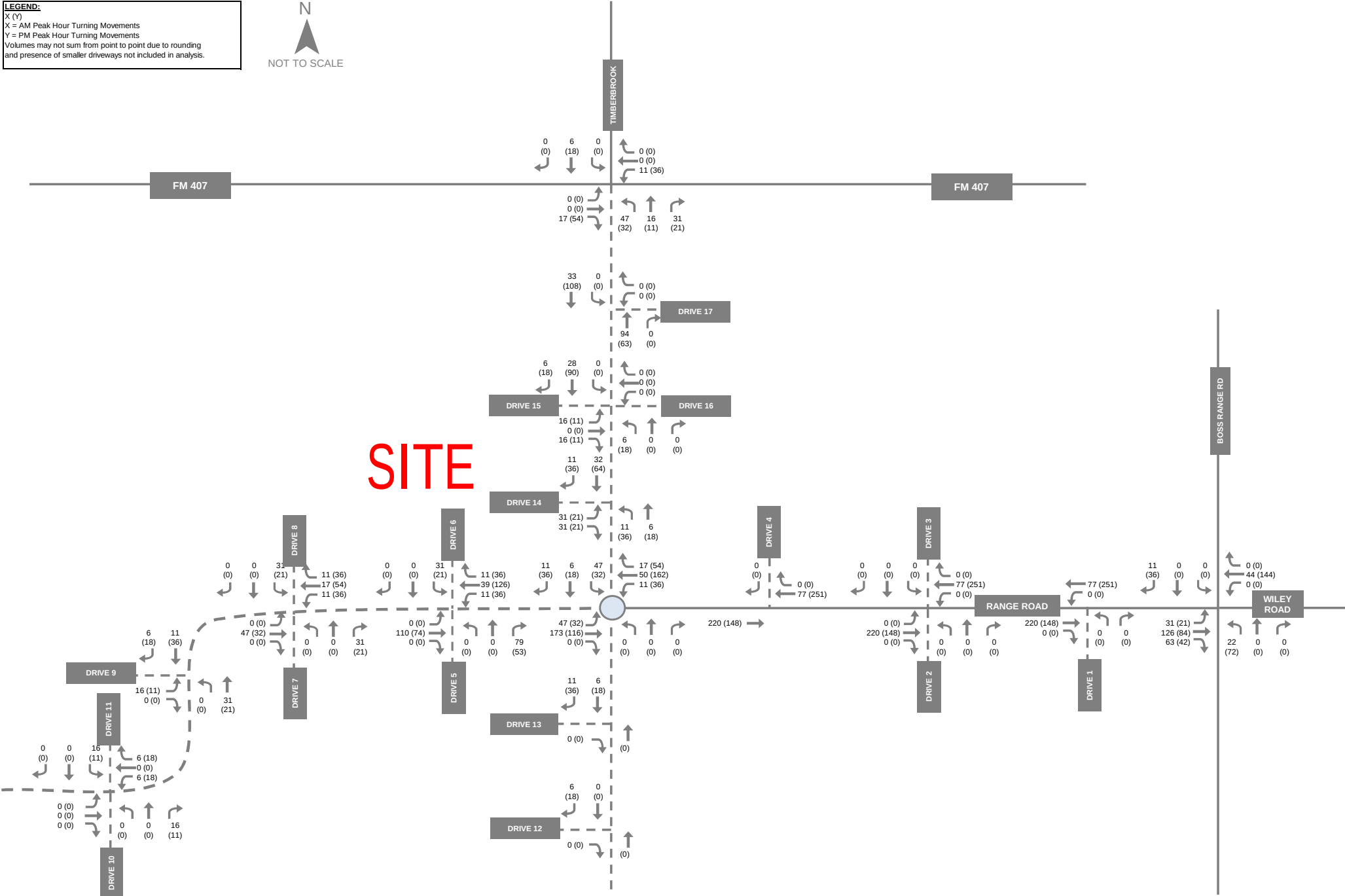


EXHIBIT 7
BUILDOUT (2030) TRIP ASSIGNMENT
 RANGE CREEK TIA

LEGEND:
 X (Y)
 X = AM Peak Hour Turning Movements
 Y = PM Peak Hour Turning Movements
 Volumes may not sum from point to point due to rounding
 and presence of smaller driveways not included in analysis.

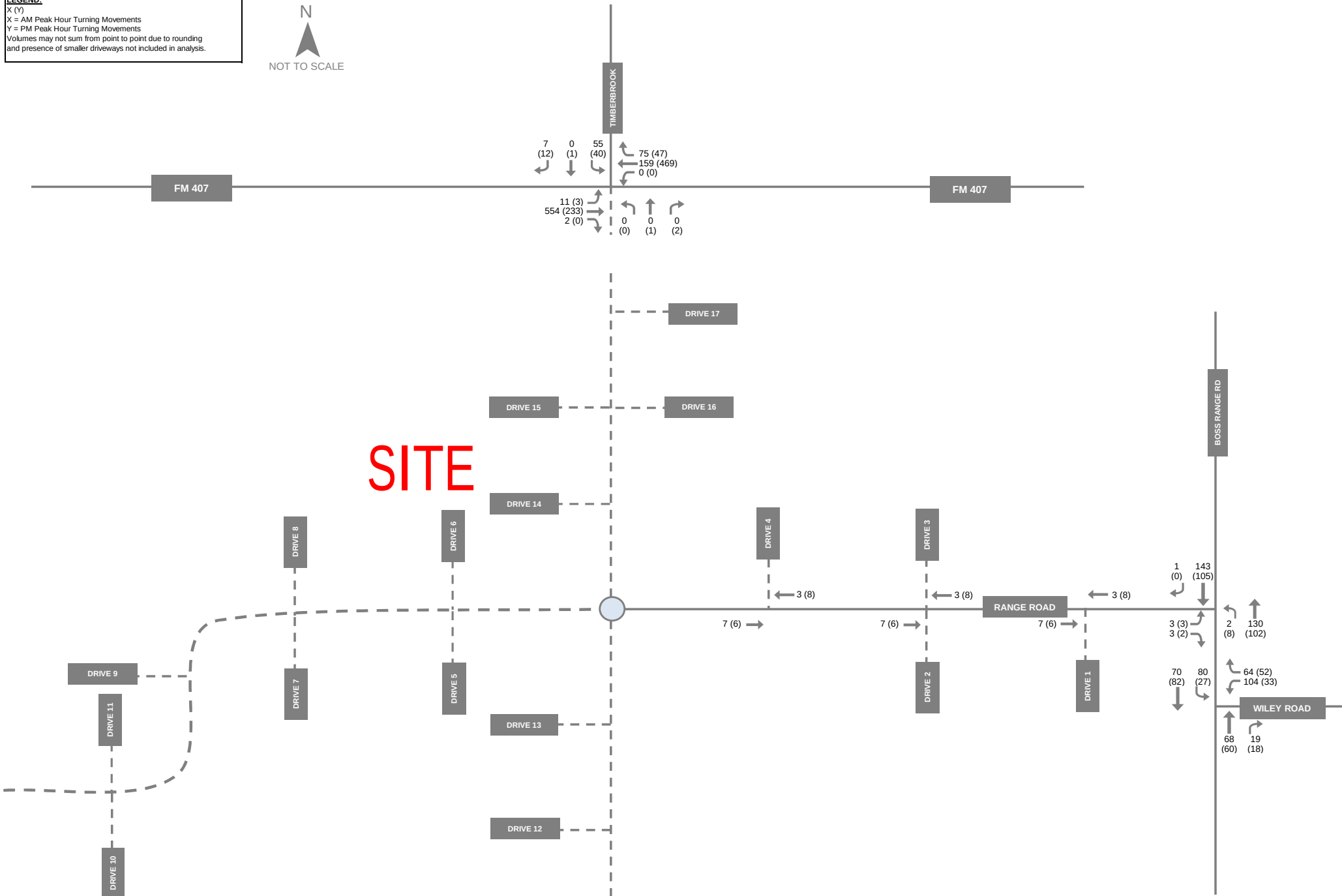


EXHIBIT 8
 PHASE 1-2 (2027) BACKGROUND TRAFFIC VOLUMES
 RANGE CREEK TIA

LEGEND:
 X (Y)
 X = AM Peak Hour Turning Movements
 Y = PM Peak Hour Turning Movements
 Volumes may not sum from point to point due to rounding
 and presence of smaller driveways not included in analysis.

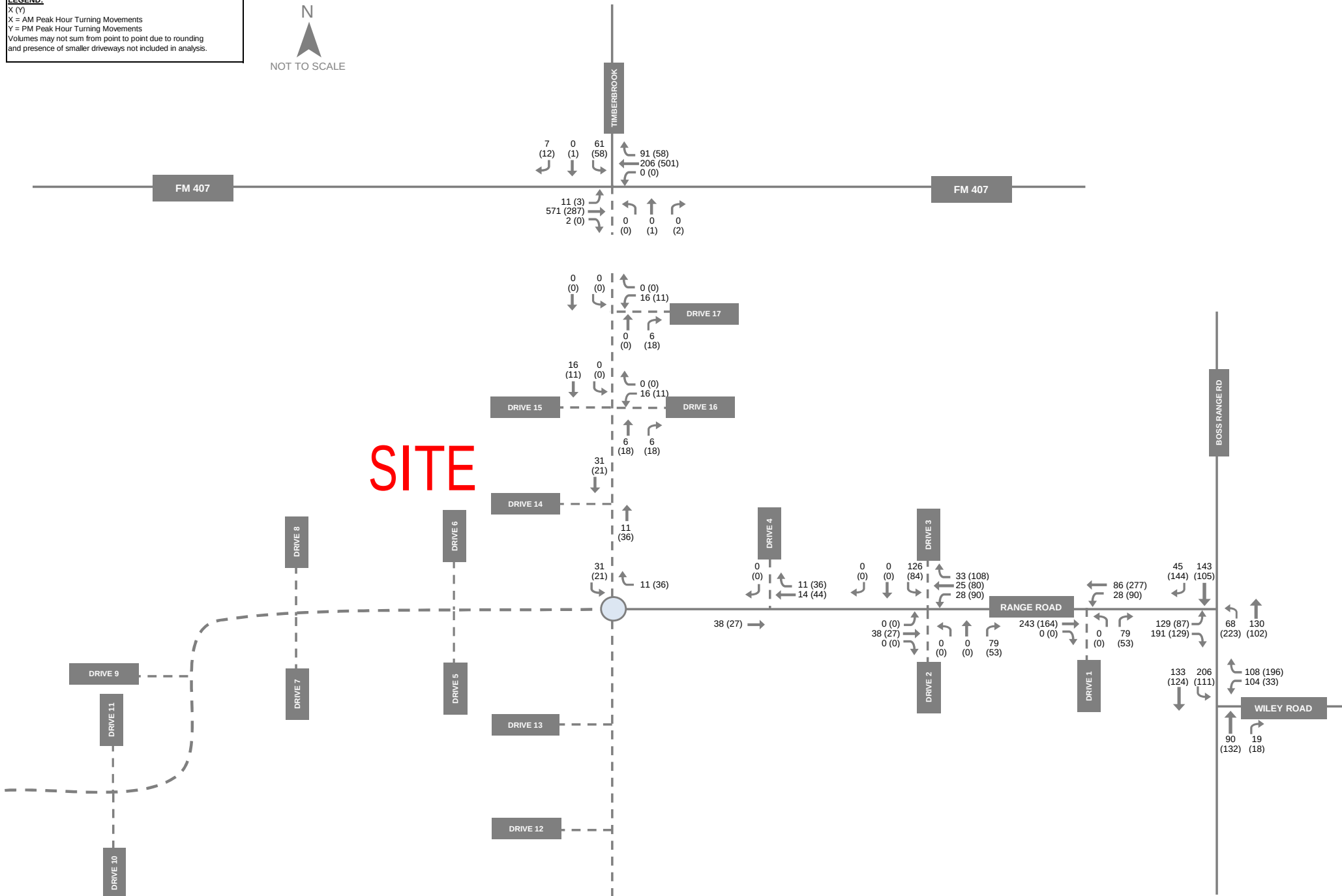


EXHIBIT 9
 PHASE 1-2 (2027) TOTAL TRAFFIC VOLUMES
 RANGE CREEK TIA

LEGEND:
 X (Y)
 X = AM Peak Hour Turning Movements
 Y = PM Peak Hour Turning Movements
 Volumes may not sum from point to point due to rounding
 and presence of smaller driveways not included in analysis.

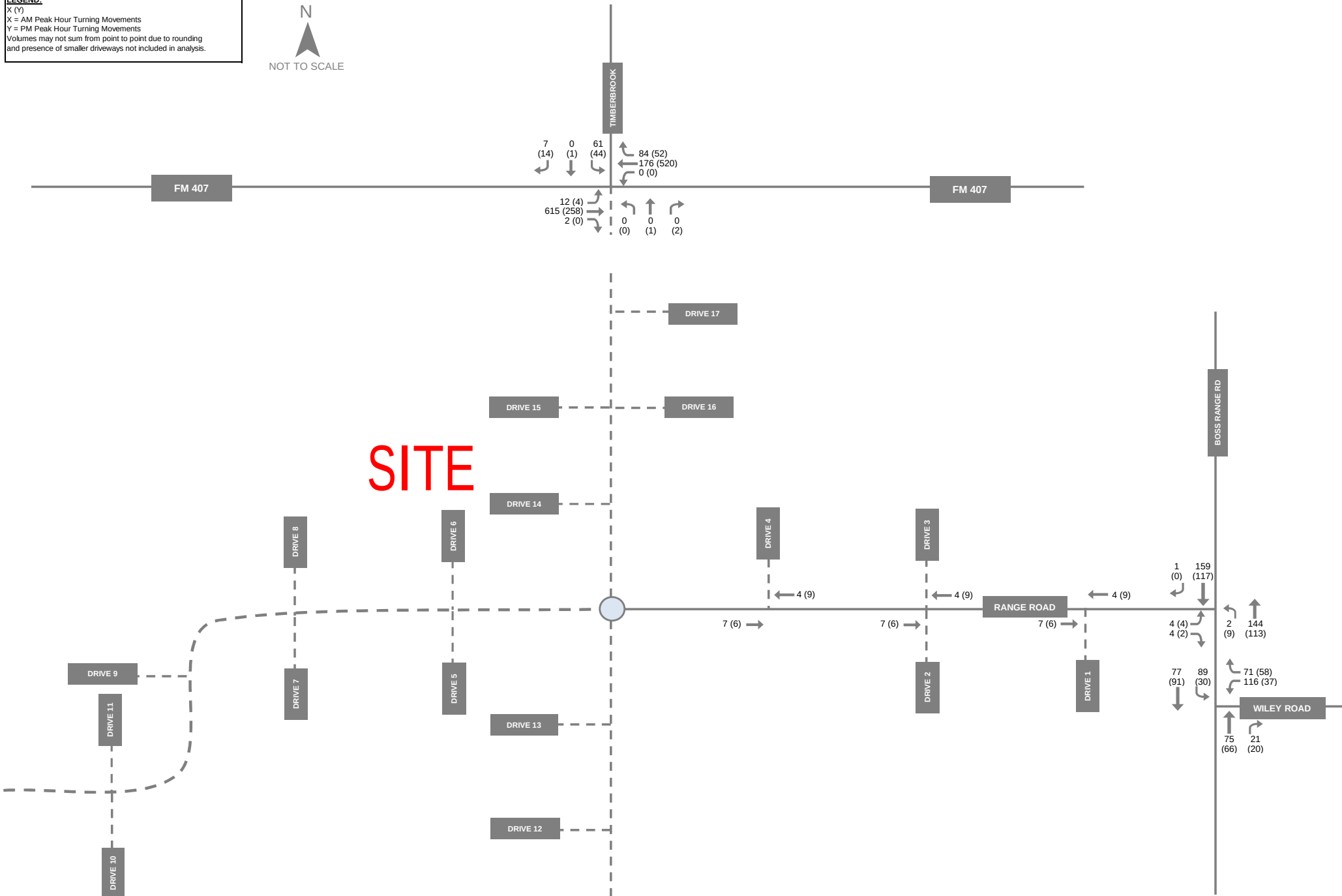


EXHIBIT 10
BUILDOUT (2030) BACKGROUND TRAFFIC VOLUMES
 RANGE CREEK TIA

LEGEND:
X (Y)
X = AM Peak Hour Turning Movements
Y = PM Peak Hour Turning Movements
Volumes may not sum from point to point due to rounding
and presence of smaller driveways not included in analysis.

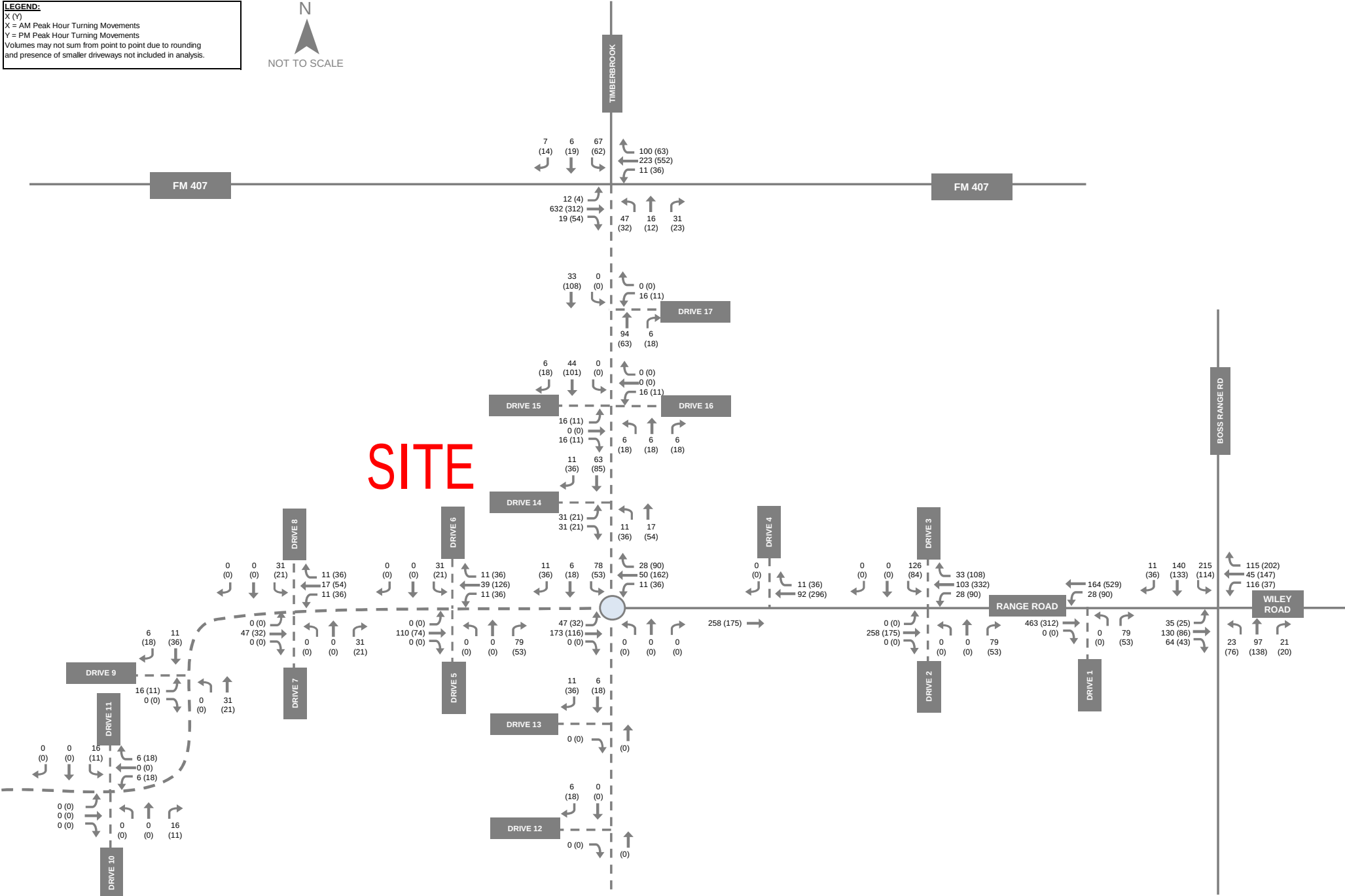


EXHIBIT 11
BUILDOUT (2030) TOTAL TRAFFIC VOLUMES
RANGE CREEK TIA

INTERSECTION CAPACITY ANALYSIS

The evaluation of the existing roadway system was comprised of the Weekday AM and PM peak hour level of service analysis. For the study area intersections, analysis was accomplished via *Synchro 12TM* software. The previously referenced **Exhibit 2** details the lane assignments for the existing roadway network that were used for analysis. The purpose of this analysis was to determine if any deficiencies exist within the network and to establish a baseline condition.

Capacity defines the volume of traffic that can be accommodated by a roadway at a specified “level-of-service.” Capacity is affected by various geometric factors including roadway type (e.g. divided or undivided), number of lanes, lane widths, and grades. Level-of-service (LOS), which is a measure of the degree of congestion, ranges from LOS “A” (free flowing) to LOS “F” (a congested, forced flow condition). A description of each operational state for all intersections, based on the Highway Capacity Manual, is presented in **Table 4**.

Table 4. Definition of Level of Service for Intersections

Level of Service	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

Table 5 presents the results of the analysis for the study area intersections during the Weekday AM peak hour for all scenarios and **Table 6** presents the results for the PM peak hour. **Table 7** presents the mitigated results for both peak hours. The *Synchro 12TM* output sheets for this analysis are provided in the **Appendix**. Intersection peak hour factors observed during the data collection were used in the capacity analysis.

Based on the intersection capacity analysis, all study area intersections are projected to operate at LOS D or better through the Buildout (2030) scenario except the following:

Boss Range Road & Wiley Road / Range Road

The eastbound and westbound approaches of the intersection are anticipated to operate at LOS F in both peak hours in Buildout (2030) conditions. Based on projected volumes, the intersection is projected to be close to warranting a traffic signal where it meets 2 hours of the 4-hour warrant and close to the PM peak hour warrant. Based on a mitigated analysis, the intersection is anticipated to operate at LOS D or better in both peak hours with a signal installed in buildout conditions. An all-way stop control at the intersection can reduce overall delay at the intersection, however, it is still anticipated to operate at LOS F.

Recommendation: Collect new traffic counts to evaluate the need for a traffic signal and/or other mitigations after Buildout (2030) and realignment of Range Road.

Responsible Party: Range Creek Development / Adjacent Developments / City

kimley-horn.com

801 Cherry Street, Unit 11, Suite 1300, Ft. Worth, TX 76102

817 335 6511

Table 5. AM Peak Hour Intersection Capacity Analysis

Intersection	Type of Control	Approach	Delay (Sec/veh)				
			LOS				
			Existing (2024)	Phase 1-2 (2027) Background	Phase 1-2 (2027)	Buildout Background (2030)	Buildout (2030)
Boss Range Rd & John Wiley Rd / Range Rd	TWSC	Eastbound					100+
							F
		Westbound	13.2 B	14.5 B	30.4 D	16.5 C	100+ F
Range Road & Boss Range Rd	TWSC	Eastbound	10.2 B	10.5 B	58.6 F	10.8 B	
FM 407 & Timberbrook	TWSC	Northbound	0.0 A	0.0 A	0.0 A	0.0 A	22.6 C
		Southbound	16.5 C	18.4 C	20.9 C	21.5 C	32.6 D
Range Road & Drive 1	TWSC	Northbound			10.8 B		14.2 B
Range Road & Drive 2 / Drive 3	TWSC	Northbound			8.8 A		10.4 B
		Southbound			11.0 B		17.0 C
Range Road & Drive 4	TWSC	Southbound			0.0 A		0.0 A
Range Road & Timberbrook	Roundabout	Northbound					4.7 A
		Southbound					3.4 A
		Eastbound					0.0 A
		Westbound					3.5 A
		Overall					4.1 A
Range Road & Drive 5 / Drive 6	TWSC	Northbound					9.3 A
		Southbound					10.5 B
Range Road & Drive 7 / Drive 8	TWSC	Northbound					8.7 A
		Southbound					9.4 A
Range Road & Drive 9	TWSC	Eastbound					8.8 A
Range Road & Drive 10 / Drive 11	TWSC	Northbound					8.4 A
		Southbound					8.8 A
Timberbrook & Drive 12	TWSC	Eastbound					0.0 A
Timberbrook & Drive 13	TWSC	Eastbound					0.0 A
Timberbrook & Drive 14	TWSC	Eastbound					9.2 A
Timberbrook & Drive 15 / Drive 16	TWSC	Eastbound					8.9 A
		Westbound			8.7 A		9.1 A
Timberbrook & Drive 17	TWSC	Westbound			8.6 A		9.3 A

Table 6. PM Peak Hour Intersection Capacity Analysis

Intersection	Type of Control	Approach	Delay (Sec/veh)				
			LOS				
			Existing (2024)	Phase 1-2 (2027) Background	Phase 1-2 (2027)	Buildout Background (2030)	Buildout (2030)
Boss Range Rd & John Wiley Rd / Range Rd	TWSC	Eastbound					100+
							F
		Westbound	9.5 A	9.7 A	11.1 B	9.9 A	60.4 F
Range Road & Boss Range Rd	TWSC	Eastbound	9.4 A	9.5 A	20.7 C	9.7 A	
FM 407 & Timberbrook	TWSC	Northbound	11.7 B	12.2 B	13.2 B	12.9 B	26.3 D
		Southbound	15.8 C	17.5 C	21.9 C	19.8 C	37.2 E
Range Road & Drive 1	TWSC	Northbound			9.6 A		10.8 B
Range Road & Drive 2 / Drive 3	TWSC	Northbound			8.6 A		9.5 A
		Southbound			13.4 B		26.1 D
Range Road & Drive 4	TWSC	Southbound			0.0 A		0.0 A
Range Road & Timberbrook	Roundabout	Northbound					4.2 A
		Southbound					4.8 A
		Eastbound					0.0 A
		Westbound					4.3 A
		Overall					4.5 A
Range Road & Drive 5 / Drive 6	TWSC	Northbound					8.9 A
		Southbound					11.4 B
Range Road & Drive 7 / Drive 8	TWSC	Northbound					8.6 A
		Southbound					10.1 B
Range Road & Drive 9	TWSC	Eastbound					8.9 A
Range Road & Drive 10 / Drive 11	TWSC	Northbound					8.4 A
		Southbound					8.9 A
Timberbrook & Drive 12	TWSC	Eastbound					0.0 A
Timberbrook & Drive 13	TWSC	Eastbound					0.0 A
Timberbrook & Drive 14	TWSC	Eastbound					9.7 A
Timberbrook & Drive 15 / Drive 16	TWSC	Eastbound					9.4 A
		Westbound			8.8 A		9.8 A
Timberbrook & Drive 17	TWSC	Westbound			8.6 A		9.6 A

Table 7. Mitigated Intersection Capacity Analysis

Intersection	Type of Control	Approach	LOS Delay (Sec/veh)	
			MITIGATED Buildout (2030)	
			AM Peak	PM Peak
Boss Range Rd & John Wiley Rd / Range Rd	Signal	Eastbound	10.3	6.9
			B	A
		Westbound	11.6	8.4
			B	A
		Northbound	7.9	8.1
			A	A
		Southbound	10.2	8.5
			B	A
		Overall	10.3	8.2
			B	A

AUXILIARY LANE ANALYSIS

An auxiliary lane analysis was performed for prospective intersections to determine if the inclusion of left-turn and/or right-turn lanes will be warranted at the site drives.

LEFT-TURN LANE ANALYSIS

The need for left-turn lanes was evaluated using criteria established by the City of Justin's *Subdivision Regulations* on Page 9. Left-turn lanes are to be provided for all divided streets where median openings provide access to streets, alleys, or driveways.

Based on Range Creek site plan, all site driveways are anticipated to be constructed at median openings except for Drives 4, 12, and 13. Based on the City of Justin's requirements, the minimum length for a left-turn deceleration lane is 200 total feet, which includes 100 feet of storage and 100 feet of transition. Therefore, it is recommended to construct left-turn lanes in each direction at all site driveways except Drives 4, 12, and 13.

RIGHT-TURN LANE ANALYSIS

The need for right-turn lanes was evaluated using criteria established by the City of Justin's *Subdivision Regulations* on Page 9. Right-turn lanes are to be provided on all approaches of TxDOT, arterial, and collector streets. Also, they are required to commercial developments of 5 acres or more and based on a traffic impact analysis demonstrating adequate safety.

The Range Creek development is anticipated to construct the Minor Arterials sections as two-lane divided roadways. With the addition of left-turn lanes, Range Road and Timberbrook are anticipated to operate with sufficient capacity and minimal delay. Based on the City's requirements and acceptable operations, it is not recommended to install right-turn lanes at any of the site driveways. However, it is recommended to install left and right-turn lanes where each Minor Arterial connects to the existing City roadway network.

SIGHT DISTANCE ANALYSIS

Based on field observations and the proposed site plan, all proposed driveways (Drives 1-17) are anticipated to have adequate sight distance. All driveways should be designed to provide adequate sight distance (i.e. clear sight with no obstructing object, signs, landscaping, etc.).

ACCESS SPACING ANALYSIS

The driveways planned to serve the proposed development include the proposed Drives 1-17 along Range Road and Timberbrook. According to the City of Justin's *Subdivision Regulations* on Page 13-14, the following observations are made:

- The edge of the median opening is not less than 400 feet from the edge of an intersection with a collector or arterial thoroughfare.
- All the proposed site driveways are anticipated to provide adequate access spacing along Range Road and Timberbrook.

Access spacing is presented in **Exhibit 12**.

SIGNAL WARRANT ANALYSIS

A traffic signal warrant analysis was completed based on criteria established in the Texas Manual on Uniform Traffic Control Devices (TXMUTCD) for the Boss Range Road & Wiley Road / Range Road intersection.

The Boss Range Road & Wiley Road / Range Road intersection is anticipated fall just below the volume thresholds to warrant a traffic signal through Buildout (2030) conditions. It is recommended to perform a full signal warrant analysis with new counts after Buildout. This will allow for the evaluation of the intersection including the realignment of Range Road as a four-leg intersection with future volumes.

Signal warrant analysis sheets are provided in the **Appendix**.

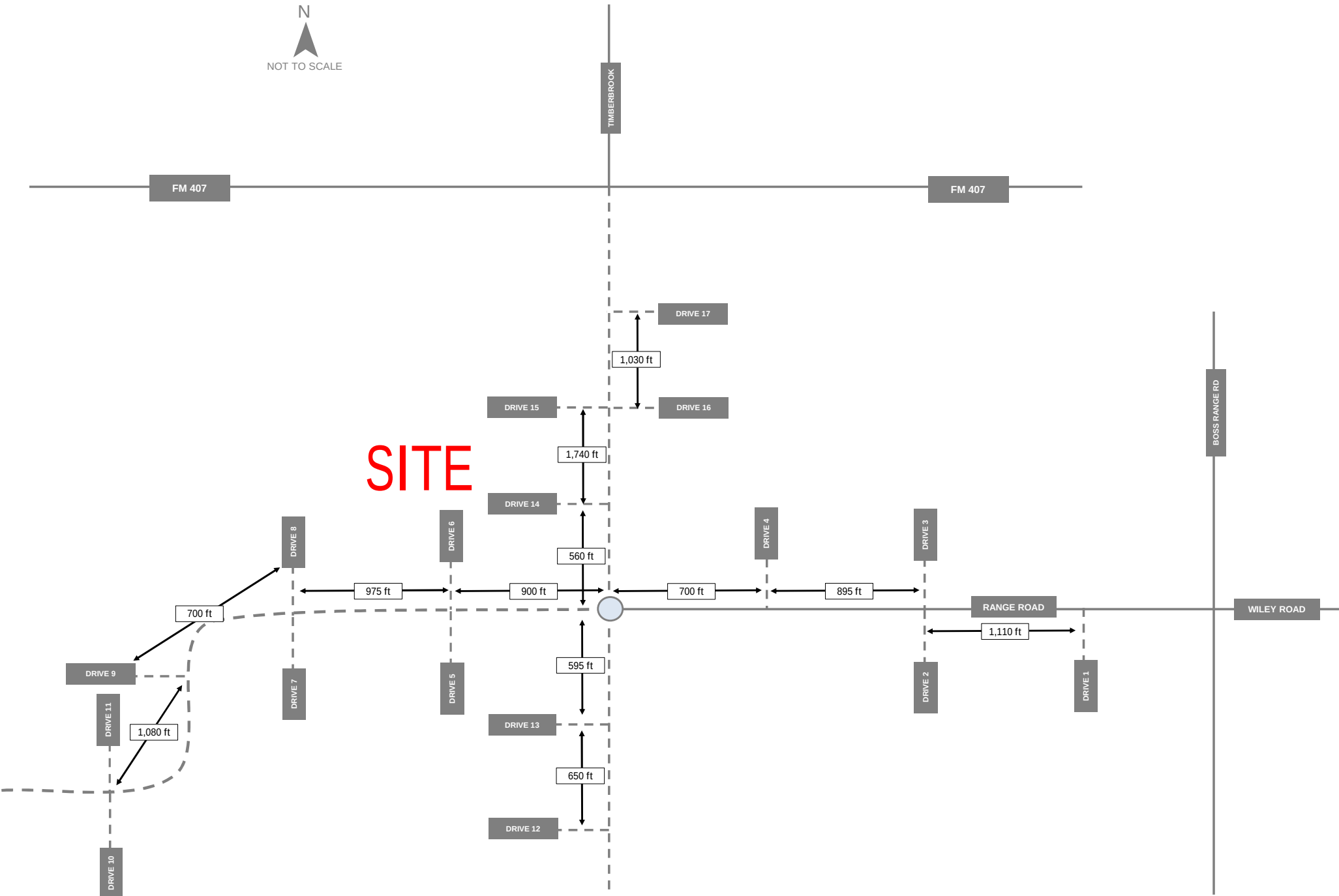


EXHIBIT 8
PHASE 1-2 (2027) BACKGROUND TRAFFIC VOLUMES
RANGE CREEK TIA

CONCLUSIONS AND RECOMMENDATIONS

Based on the analyses performed, we offer the following conclusions and recommendations:

Intersection Capacity Analysis

Based on the intersection capacity analysis, all study area intersections are projected to operate at LOS D or better through the Horizon (2034) scenario except the following:

Boss Range Road & Wiley Road / Range Road

The eastbound and westbound approaches of the intersection are anticipated to operate at LOS F in both peak hours in Buildout (2030) conditions. Based on projected volumes, the intersection is projected to fall just below volume thresholds to warrant a traffic signal. Mitigated analyses were performed with all-way stop control and signalization. Based on the mitigated analyses, the intersection is anticipated to operate with ~75% less overall delay with all-way stop control, and at LOS B or better with a signal installed in buildout conditions.

Recommendations:

Step 1 – Consider implementing all-way stop control to lower overall delay beginning in Phase 3.

Step 2 - Collect new traffic counts to evaluate the need for a traffic signal and/or other mitigations after Buildout (2030) and realignment of Range Road.

Responsible Party: Range Creek Development / Adjacent Developments / City

Auxiliary Lane Analysis

Based on the auxiliary lane analysis of the development through Buildout (2030) conditions according to the City of Justin's *Subdivision Regulations*, the following observations are made:

- Left-turn lanes are to be provided for all divided streets where median openings provide access to streets, alleys, or driveways. Based on the Range Creek site plan, all site driveways are anticipated to be constructed at median openings except for Drives 4, 12, and 13. Based on the City of Justin's requirements, the minimum length for a left-turn deceleration lane is 200 total feet, which includes 100 feet of storage and 100 feet of transition. Therefore, it is recommended to construct left-turn lanes in each direction at all site driveways except Drives 4, 12, and 13.
- Right-turn lanes are to be provided on all approaches of TxDOT, arterial, and collector streets. Also, they are required for commercial developments of 5 acres or more and based on a traffic impact analysis demonstrating adequate safety. With the addition of left-turn lanes, Range Road and Timberbrook are anticipated to operate with sufficient capacity and minimal delay. Based on the City's requirements and acceptable operations, it is not recommended to install right-turn lanes at any of the site driveways. However, it is recommended to install left and right-turn lanes where each Minor Arterial connects to the existing City roadway network.

Sight Distance Analysis

Based on field observations and the proposed site plan, all proposed driveways (Drives 1-17) are anticipated to have adequate sight distance. All driveways should be designed to provide adequate sight distance (i.e. clear sight with no obstructing object, signs, landscaping, etc.).

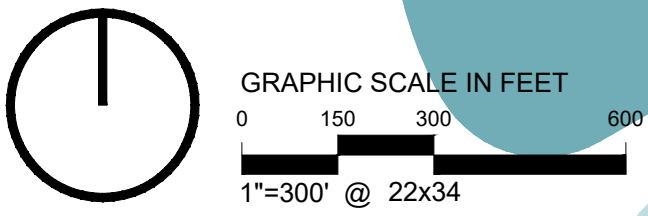
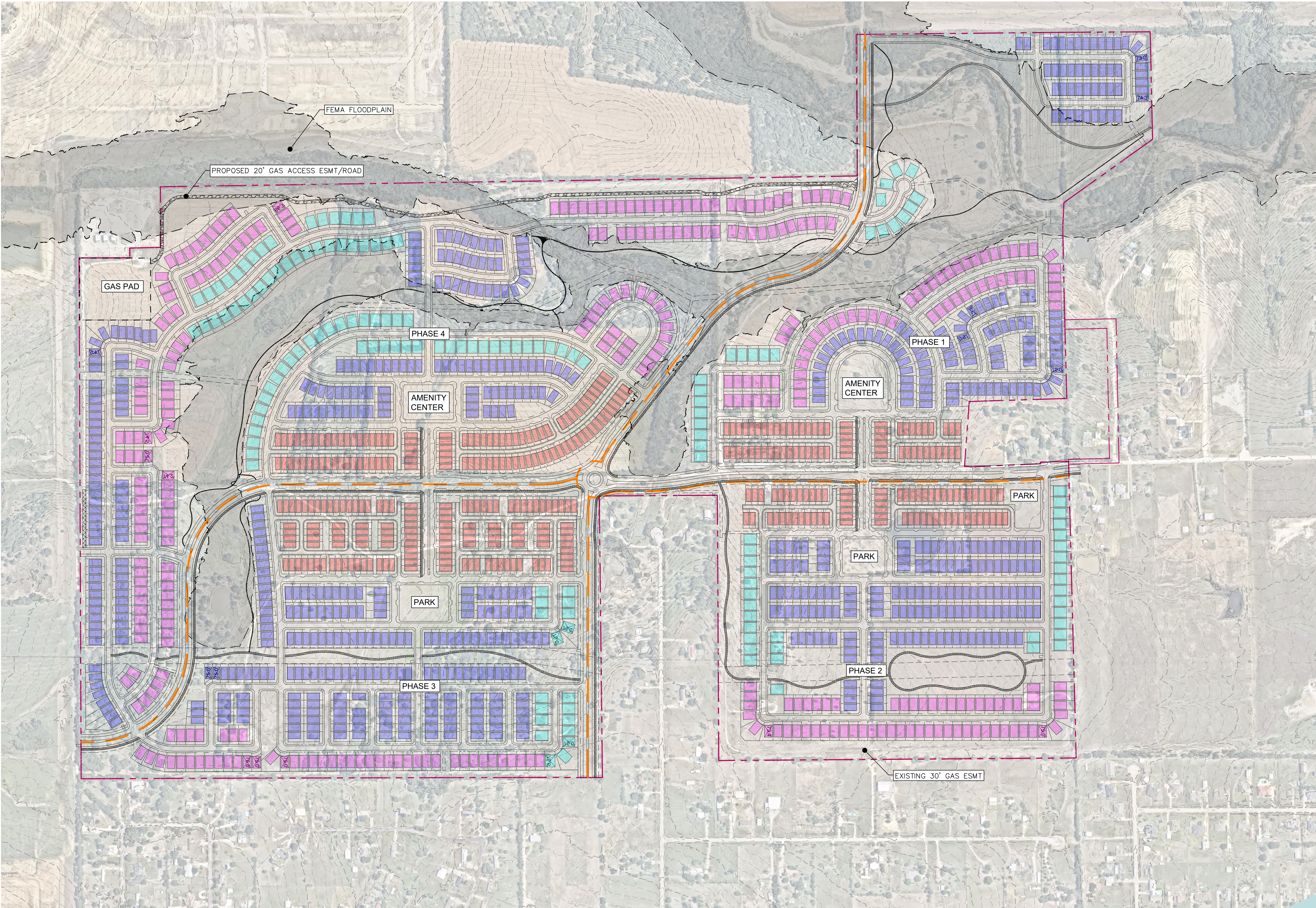
Access Spacing Analysis

The driveways planned to serve the proposed development include the proposed Drives 1-17 along Range Road and Timberbrook. According to the City of Justin's *Subdivision Regulations* on Page 13-14, the following observations are made:

- The edge of the median opening is not less than 400 feet from the edge of an intersection with a collector or arterial thoroughfare.
- All the proposed site driveways are anticipated to provide adequate access spacing along Range Road and Timberbrook.

APPENDIX

1. Conceptual Site Plan
2. Existing Raw Traffic Counts
3. Existing (2024) Traffic Analysis
4. Phase 1-2 (2027) Background Traffic Analysis
5. Phase 1-2 (2027) Traffic Analysis
6. Buildout (2030) Background Traffic Analysis
7. Buildout (2030) Traffic Analysis
8. Mitigated Traffic Analysis
9. Signal Warrant Analysis



Phase 1 Lot Type Summary	Lots	Percentages
40'x120'	65	22.6%
50'x120'	135	47.0%
60'x120'	64	22.3%
70'x120'	23	8.0%
Overall Total	287	100.0%

Phase 2 Lot Type Summary	Lots	Percentages
40'x120'	70	21.9%
50'x120'	153	48.0%
60'x120'	63	19.7%
70'x120'	33	10.3%
Overall Total	319	100.0%

Phase 3 Lot Type Summary	Lots	Percentages
40'x120'	130	32.3%
50'x120'	206	51.1%
60'x120'	48	11.9%
70'x120'	19	4.7%
Overall Total	403	100.0%

Phase 4 Lot Type Summary	Lots	Percentages
40'x120'	105	19.5%
50'x120'	186	34.6%
60'x120'	169	31.4%
70'x120'	78	14.5%
Overall Total	538	100.0%

Overall Lot Type Summary	Lots	Percentages
40'x120'	370	23.9%
50'x120'	680	44.0%
60'x120'	344	22.2%
70'x120'	153	9.9%
Overall Total	1547	100.0%

- NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
 2. FLOOD PLAIN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS.
 3. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2025.

CONCEPT PLAN

Cuesta
Justin, Texas

Kimley»Horn

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

March 2025

EXISTING RAW TRAFFIC COUNTS

GRAM Traffic NTX Inc.
1120 W. Lovers Lane
Arlington, Texas, United States 76013
817.265.8968 nick@gramntx.com

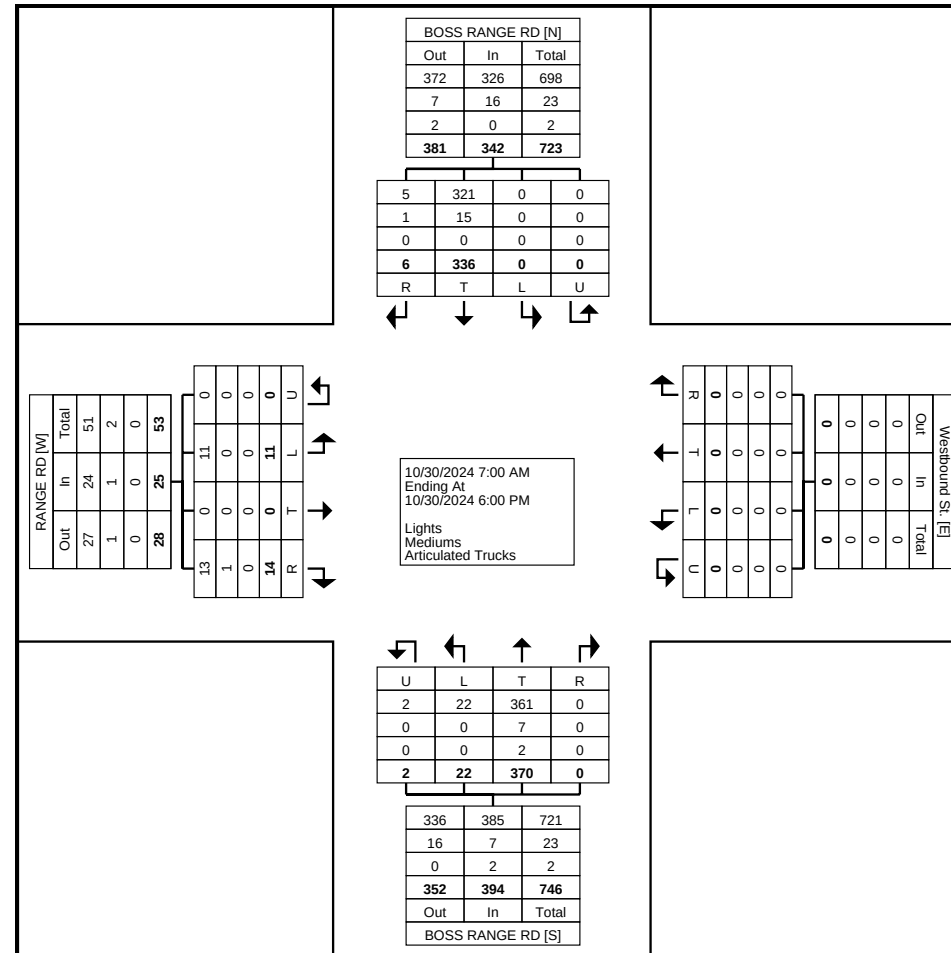
Count Name: 1. RANGE RD @ BOSS RANGE
RD
Site Code:
Start Date: 10/30/2024
Page No: 1

Turning Movement Data

Start Time	BOSS RANGE RD Southbound					Westbound St. Westbound					BOSS RANGE RD Northbound					RANGE RD Eastbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
7:00 AM	0	12	0	0	12	0	0	0	0	0	1	25	0	2	28	0	0	1	0	1	41
7:15 AM	0	40	0	0	40	0	0	0	0	0	1	40	0	0	41	1	0	0	0	1	82
7:30 AM	0	62	1	0	63	0	0	0	0	0	0	38	0	0	38	1	0	2	0	3	104
7:45 AM	0	15	0	0	15	0	0	0	0	0	0	14	0	0	14	1	0	0	0	1	30
Hourly Total	0	129	1	0	130	0	0	0	0	0	2	117	0	2	121	3	0	3	0	6	257
8:00 AM	0	11	0	0	11	0	0	0	0	0	0	16	0	0	16	0	0	0	0	0	27
8:15 AM	0	9	0	0	9	0	0	0	0	0	2	18	0	0	20	0	0	3	0	3	32
8:30 AM	0	8	1	0	9	0	0	0	0	0	2	19	0	0	21	0	0	1	0	1	31
8:45 AM	0	11	1	0	12	0	0	0	0	0	2	9	0	0	11	0	0	0	0	0	23
Hourly Total	0	39	2	0	41	0	0	0	0	0	6	62	0	0	68	0	0	4	0	4	113
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	21	1	0	22	0	0	0	0	0	1	24	0	0	25	2	0	2	0	4	51
4:15 PM	0	24	1	0	25	0	0	0	0	0	2	28	0	0	30	2	0	2	0	4	59
4:30 PM	0	17	0	0	17	0	0	0	0	0	2	32	0	0	34	1	0	0	0	1	52
4:45 PM	0	11	1	0	12	0	0	0	0	0	2	15	0	0	17	0	0	1	0	1	30
Hourly Total	0	73	3	0	76	0	0	0	0	0	7	99	0	0	106	5	0	5	0	10	192
5:00 PM	0	24	0	0	24	0	0	0	0	0	2	23	0	0	25	0	0	1	0	1	50
5:15 PM	0	29	0	0	29	0	0	0	0	0	3	16	0	0	19	1	0	1	0	2	50
5:30 PM	0	21	0	0	21	0	0	0	0	0	1	21	0	0	22	1	0	0	0	1	44
5:45 PM	0	21	0	0	21	0	0	0	0	0	1	32	0	0	33	1	0	0	0	1	55
Hourly Total	0	95	0	0	95	0	0	0	0	0	7	92	0	0	99	3	0	2	0	5	199
Grand Total	0	336	6	0	342	0	0	0	0	0	22	370	0	2	394	11	0	14	0	25	761
Approach %	0.0	98.2	1.8	0.0	-	0.0	0.0	0.0	0.0	-	5.6	93.9	0.0	0.5	-	44.0	0.0	56.0	0.0	-	-
Total %	0.0	44.2	0.8	0.0	44.9	0.0	0.0	0.0	0.0	0.0	2.9	48.6	0.0	0.3	51.8	1.4	0.0	1.8	0.0	3.3	-
Lights	0	321	5	0	326	0	0	0	0	0	22	361	0	2	385	11	0	13	0	24	735
% Lights	-	95.5	83.3	-	95.3	-	-	-	-	-	100.0	97.6	-	100.0	97.7	100.0	-	92.9	-	96.0	96.6
Mediums	0	15	1	0	16	0	0	0	0	0	0	7	0	0	7	0	0	1	0	1	24
% Mediums	-	4.5	16.7	-	4.7	-	-	-	-	-	0.0	1.9	-	0.0	1.8	0.0	-	7.1	-	4.0	3.2
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	2
% Articulated Trucks	-	0.0	0.0	-	0.0	-	-	-	-	-	0.0	0.5	-	0.0	0.5	0.0	-	0.0	-	0.0	0.3

GRAM Traffic NTX Inc.
1120 W. Lovers Lane
Arlington, Texas, United States 76013
817.265.8968 nick@gramntx.com

Count Name: 1. RANGE RD @ BOSS RANGE
RD
Site Code:
Start Date: 10/30/2024
Page No: 2



Turning Movement Data Plot

GRAM Traffic NTX Inc.
1120 W. Lovers Lane
Arlington, Texas, United States 76013
817.265.8968 nick@gramntx.com

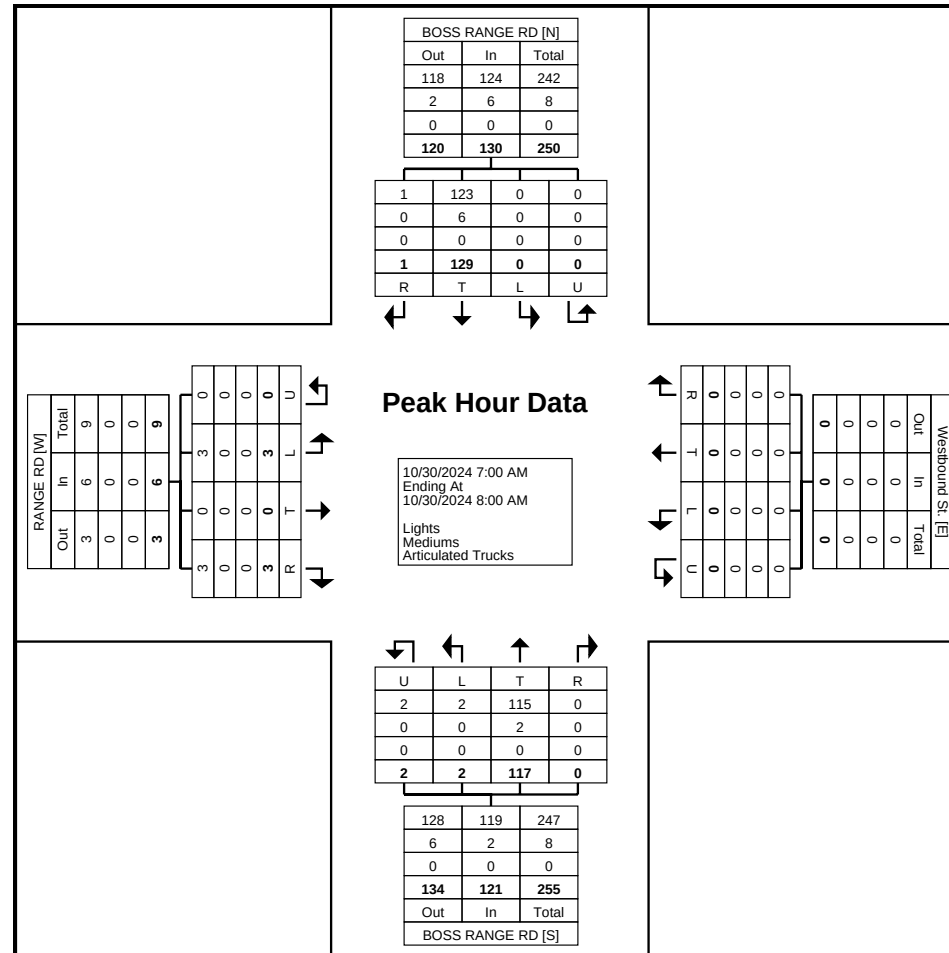
Count Name: 1. RANGE RD @ BOSS RANGE
RD
Site Code:
Start Date: 10/30/2024
Page No: 3

Turning Movement Peak Hour Data (7:00 AM)

Start Time	BOSS RANGE RD Southbound					Westbound St. Westbound					BOSS RANGE RD Northbound					RANGE RD Eastbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
7:00 AM	0	12	0	0	12	0	0	0	0	0	1	25	0	2	28	0	0	1	0	1	41
7:15 AM	0	40	0	0	40	0	0	0	0	0	1	40	0	0	41	1	0	0	0	1	82
7:30 AM	0	62	1	0	63	0	0	0	0	0	0	38	0	0	38	1	0	2	0	3	104
7:45 AM	0	15	0	0	15	0	0	0	0	0	0	14	0	0	14	1	0	0	0	1	30
Total	0	129	1	0	130	0	0	0	0	0	2	117	0	2	121	3	0	3	0	6	257
Approach %	0.0	99.2	0.8	0.0	-	0.0	0.0	0.0	0.0	-	1.7	96.7	0.0	1.7	-	50.0	0.0	50.0	0.0	-	-
Total %	0.0	50.2	0.4	0.0	50.6	0.0	0.0	0.0	0.0	0.0	0.8	45.5	0.0	0.8	47.1	1.2	0.0	1.2	0.0	2.3	-
PHF	0.000	0.520	0.250	0.000	0.516	0.000	0.000	0.000	0.000	0.000	0.500	0.731	0.000	0.250	0.738	0.750	0.000	0.375	0.000	0.500	0.618
Lights	0	123	1	0	124	0	0	0	0	0	2	115	0	2	119	3	0	3	0	6	249
% Lights	-	95.3	100.0	-	95.4	-	-	-	-	-	100.0	98.3	-	100.0	98.3	100.0	-	100.0	-	100.0	96.9
Mediums	0	6	0	0	6	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	8
% Mediums	-	4.7	0.0	-	4.6	-	-	-	-	-	0.0	1.7	-	0.0	1.7	0.0	-	0.0	-	0.0	3.1
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	-	0.0	0.0	-	0.0	-	-	-	-	-	0.0	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0

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Count Name: 1. RANGE RD @ BOSS RANGE
RD
Site Code:
Start Date: 10/30/2024
Page No: 4

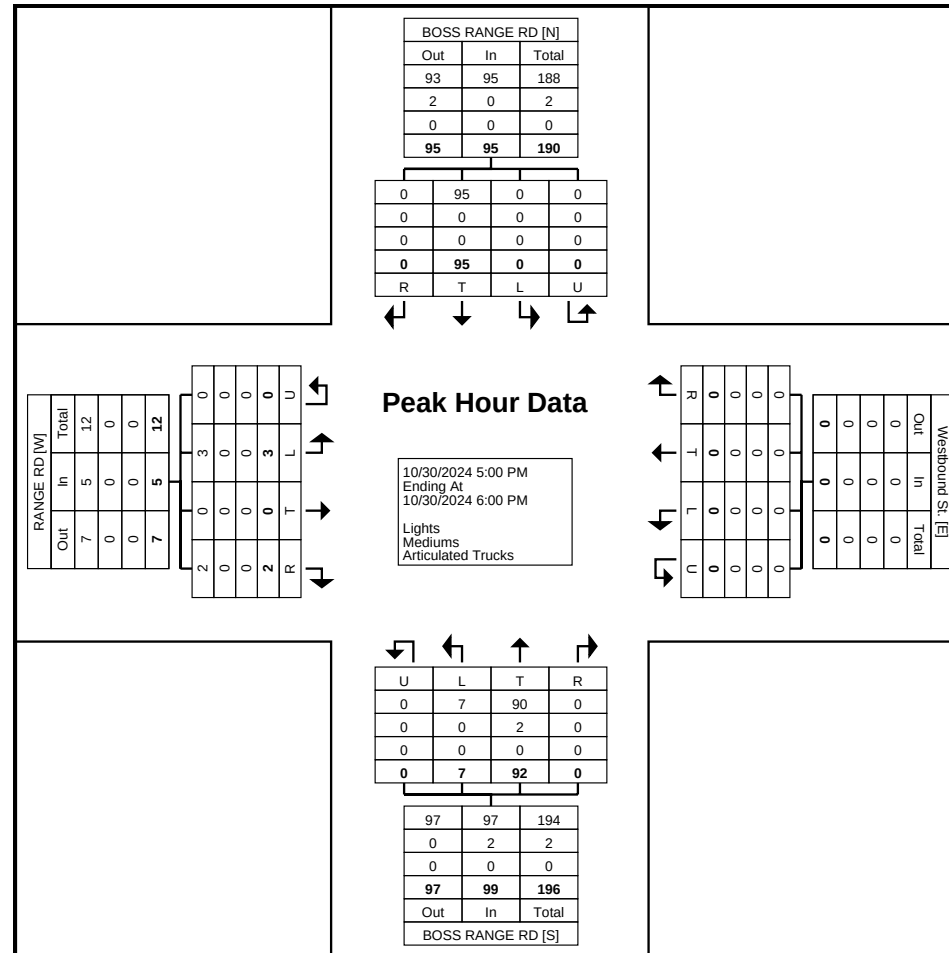


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Count Name: 1. RANGE RD @ BOSS RANGE
RD
Site Code:
Start Date: 10/30/2024
Page No: 5

Turning Movement Peak Hour Data (5:00 PM)

Start Time	BOSS RANGE RD Southbound					Westbound St. Westbound					BOSS RANGE RD Northbound					RANGE RD Eastbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
5:00 PM	0	24	0	0	24	0	0	0	0	0	2	23	0	0	25	0	0	1	0	1	50
5:15 PM	0	29	0	0	29	0	0	0	0	0	3	16	0	0	19	1	0	1	0	2	50
5:30 PM	0	21	0	0	21	0	0	0	0	0	1	21	0	0	22	1	0	0	0	1	44
5:45 PM	0	21	0	0	21	0	0	0	0	0	1	32	0	0	33	1	0	0	0	1	55
Total	0	95	0	0	95	0	0	0	0	0	7	92	0	0	99	3	0	2	0	5	199
Approach %	0.0	100.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	7.1	92.9	0.0	0.0	-	60.0	0.0	40.0	0.0	-	-
Total %	0.0	47.7	0.0	0.0	47.7	0.0	0.0	0.0	0.0	0.0	3.5	46.2	0.0	0.0	49.7	1.5	0.0	1.0	0.0	2.5	-
PHF	0.000	0.819	0.000	0.000	0.819	0.000	0.000	0.000	0.000	0.000	0.583	0.719	0.000	0.000	0.750	0.750	0.000	0.500	0.000	0.625	0.905
Lights	0	95	0	0	95	0	0	0	0	0	7	90	0	0	97	3	0	2	0	5	197
% Lights	-	100.0	-	-	100.0	-	-	-	-	-	100.0	97.8	-	-	98.0	100.0	-	100.0	-	100.0	99.0
Mediums	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	2
% Mediums	-	0.0	-	-	0.0	-	-	-	-	-	0.0	2.2	-	-	2.0	0.0	-	0.0	-	0.0	1.0
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	-	0.0	-	-	0.0	-	-	-	-	-	0.0	0.0	-	-	0.0	0.0	-	0.0	-	0.0	0.0



Turning Movement Peak Hour Data Plot (5:00 PM)

GRAM Traffic NTX Inc.
1120 W. Lovers Lane
Arlington, Texas, United States 76013
817.265.8968 nick@gramntx.com

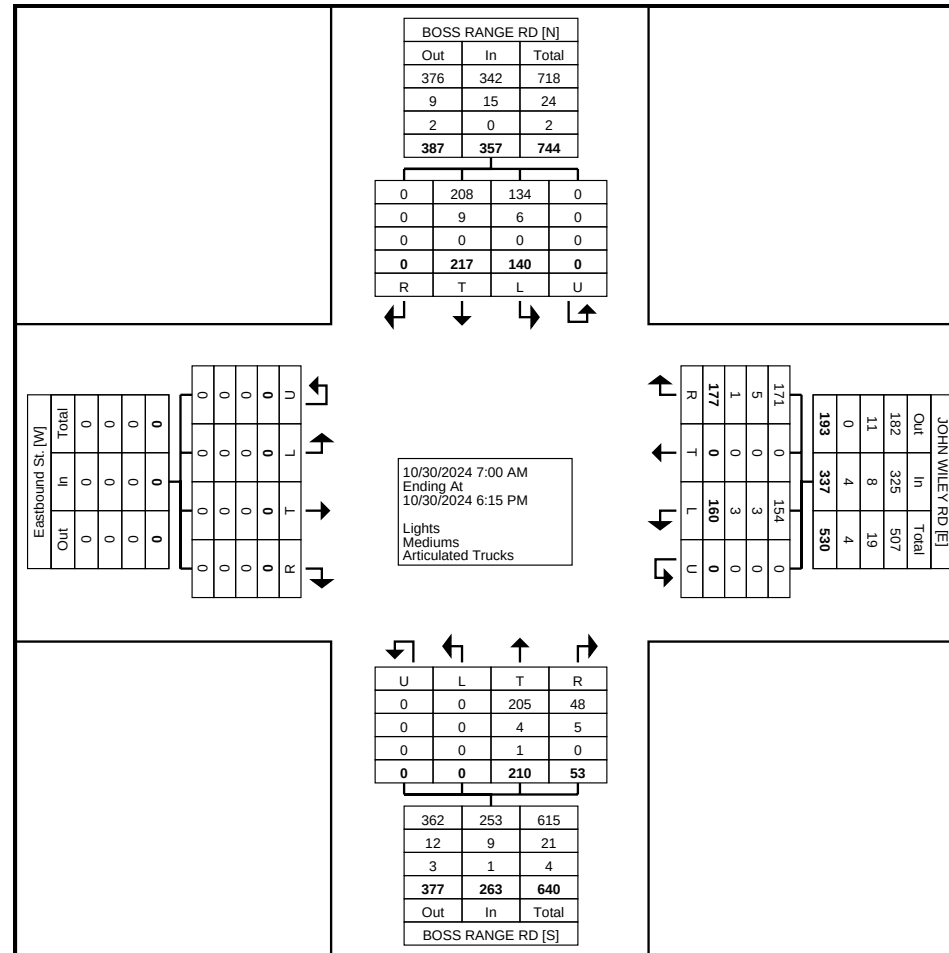
Count Name: 2. BOSS RANGE RD @ JOHN
WILEY RD
Site Code:
Start Date: 10/30/2024
Page No: 1

Turning Movement Data

Start Time	BOSS RANGE RD Southbound					JOHN WILEY RD Westbound					BOSS RANGE RD Northbound					Eastbound St. Eastbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
7:00 AM	2	15	0	0	17	86	0	17	0	103	0	12	3	0	15	0	0	0	0	0	135
7:15 AM	21	20	0	0	41	7	0	20	0	27	0	22	5	0	27	0	0	0	0	0	95
7:30 AM	41	22	0	0	63	0	0	17	0	17	0	18	3	0	21	0	0	0	0	0	101
7:45 AM	8	6	0	0	14	1	0	4	0	5	0	9	6	0	15	0	0	0	0	0	34
Hourly Total	72	63	0	0	135	94	0	58	0	152	0	61	17	0	78	0	0	0	0	0	365
8:00 AM	6	6	0	0	12	3	0	4	0	7	0	11	4	0	15	0	0	0	0	0	34
8:15 AM	4	7	0	0	11	2	0	8	0	10	0	8	1	0	9	0	0	0	0	0	30
8:30 AM	2	7	0	0	9	1	0	7	0	8	0	12	2	0	14	0	0	0	0	0	31
8:45 AM	4	8	0	0	12	3	0	4	0	7	0	7	1	0	8	0	0	0	0	0	27
Hourly Total	16	28	0	0	44	9	0	23	0	32	0	38	8	0	46	0	0	0	0	0	122
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	5	19	0	0	24	5	0	12	0	17	0	16	5	0	21	0	0	0	0	0	62
4:15 PM	11	14	0	0	25	8	0	13	0	21	0	16	1	0	17	0	0	0	0	0	63
4:30 PM	8	9	0	0	17	6	0	17	0	23	0	17	5	0	22	0	0	0	0	0	62
4:45 PM	4	10	0	0	14	8	0	7	0	15	0	8	1	0	9	0	0	0	0	0	38
Hourly Total	28	52	0	0	80	27	0	49	0	76	0	57	12	0	69	0	0	0	0	0	225
5:00 PM	4	23	0	0	27	8	0	12	0	20	0	15	3	0	18	0	0	0	0	0	65
5:15 PM	9	18	0	0	27	4	0	10	0	14	0	9	4	0	13	0	0	0	0	0	54
5:30 PM	5	16	0	0	21	8	0	10	0	18	0	10	5	0	15	0	0	0	0	0	54
5:45 PM	6	17	0	0	23	10	0	15	0	25	0	20	4	0	24	0	0	0	0	0	72
Hourly Total	24	74	0	0	98	30	0	47	0	77	0	54	16	0	70	0	0	0	0	0	245
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	140	217	0	0	357	160	0	177	0	337	0	210	53	0	263	0	0	0	0	0	957
Approach %	39.2	60.8	0.0	0.0	-	47.5	0.0	52.5	0.0	-	0.0	79.8	20.2	0.0	-	0.0	0.0	0.0	0.0	-	-
Total %	14.6	22.7	0.0	0.0	37.3	16.7	0.0	18.5	0.0	35.2	0.0	21.9	5.5	0.0	27.5	0.0	0.0	0.0	0.0	0.0	-
Lights	134	208	0	0	342	154	0	171	0	325	0	205	48	0	253	0	0	0	0	0	920
% Lights	95.7	95.9	-	-	95.8	96.3	-	96.6	-	96.4	-	97.6	90.6	-	96.2	-	-	-	-	-	96.1
Mediums	6	9	0	0	15	3	0	5	0	8	0	4	5	0	9	0	0	0	0	0	32
% Mediums	4.3	4.1	-	-	4.2	1.9	-	2.8	-	2.4	-	1.9	9.4	-	3.4	-	-	-	-	-	3.3
Articulated Trucks	0	0	0	0	0	3	0	1	0	4	0	1	0	0	1	0	0	0	0	0	5
% Articulated Trucks	0.0	0.0	-	-	0.0	1.9	-	0.6	-	1.2	-	0.5	0.0	-	0.4	-	-	-	-	-	0.5

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Count Name: 2. BOSS RANGE RD @ JOHN
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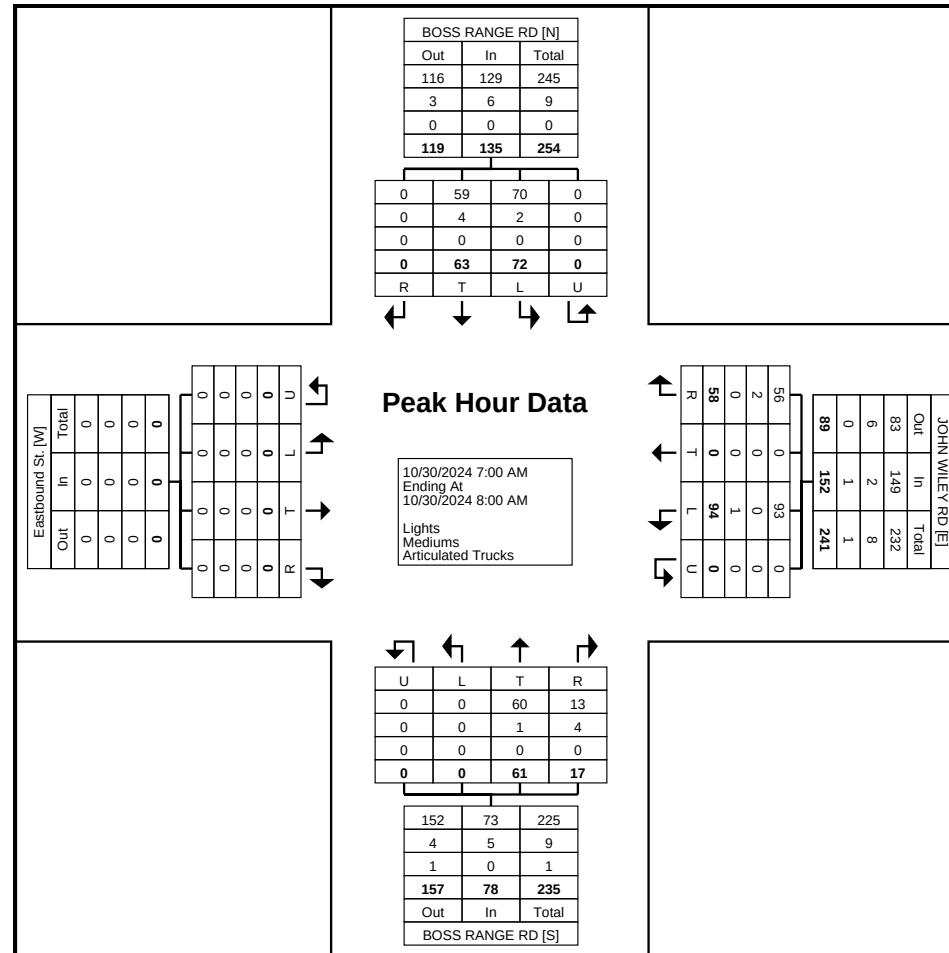
Turning Movement Data Plot

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Count Name: 2. BOSS RANGE RD @ JOHN
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Turning Movement Peak Hour Data (7:00 AM)

Start Time	BOSS RANGE RD Southbound					JOHN WILEY RD Westbound					BOSS RANGE RD Northbound					Eastbound St. Eastbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
7:00 AM	2	15	0	0	17	86	0	17	0	103	0	12	3	0	15	0	0	0	0	0	135
7:15 AM	21	20	0	0	41	7	0	20	0	27	0	22	5	0	27	0	0	0	0	0	95
7:30 AM	41	22	0	0	63	0	0	17	0	17	0	18	3	0	21	0	0	0	0	0	101
7:45 AM	8	6	0	0	14	1	0	4	0	5	0	9	6	0	15	0	0	0	0	0	34
Total	72	63	0	0	135	94	0	58	0	152	0	61	17	0	78	0	0	0	0	0	365
Approach %	53.3	46.7	0.0	0.0	-	61.8	0.0	38.2	0.0	-	0.0	78.2	21.8	0.0	-	0.0	0.0	0.0	0.0	-	-
Total %	19.7	17.3	0.0	0.0	37.0	25.8	0.0	15.9	0.0	41.6	0.0	16.7	4.7	0.0	21.4	0.0	0.0	0.0	0.0	0.0	-
PHF	0.439	0.716	0.000	0.000	0.536	0.273	0.000	0.725	0.000	0.369	0.000	0.693	0.708	0.000	0.722	0.000	0.000	0.000	0.000	0.000	0.676
Lights	70	59	0	0	129	93	0	56	0	149	0	60	13	0	73	0	0	0	0	0	351
% Lights	97.2	93.7	-	-	95.6	98.9	-	96.6	-	98.0	-	98.4	76.5	-	93.6	-	-	-	-	-	96.2
Mediums	2	4	0	0	6	0	0	2	0	2	0	1	4	0	5	0	0	0	0	0	13
% Mediums	2.8	6.3	-	-	4.4	0.0	-	3.4	-	1.3	-	1.6	23.5	-	6.4	-	-	-	-	-	3.6
Articulated Trucks	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
% Articulated Trucks	0.0	0.0	-	-	0.0	1.1	-	0.0	-	0.7	-	0.0	0.0	-	0.0	-	-	-	-	-	0.3

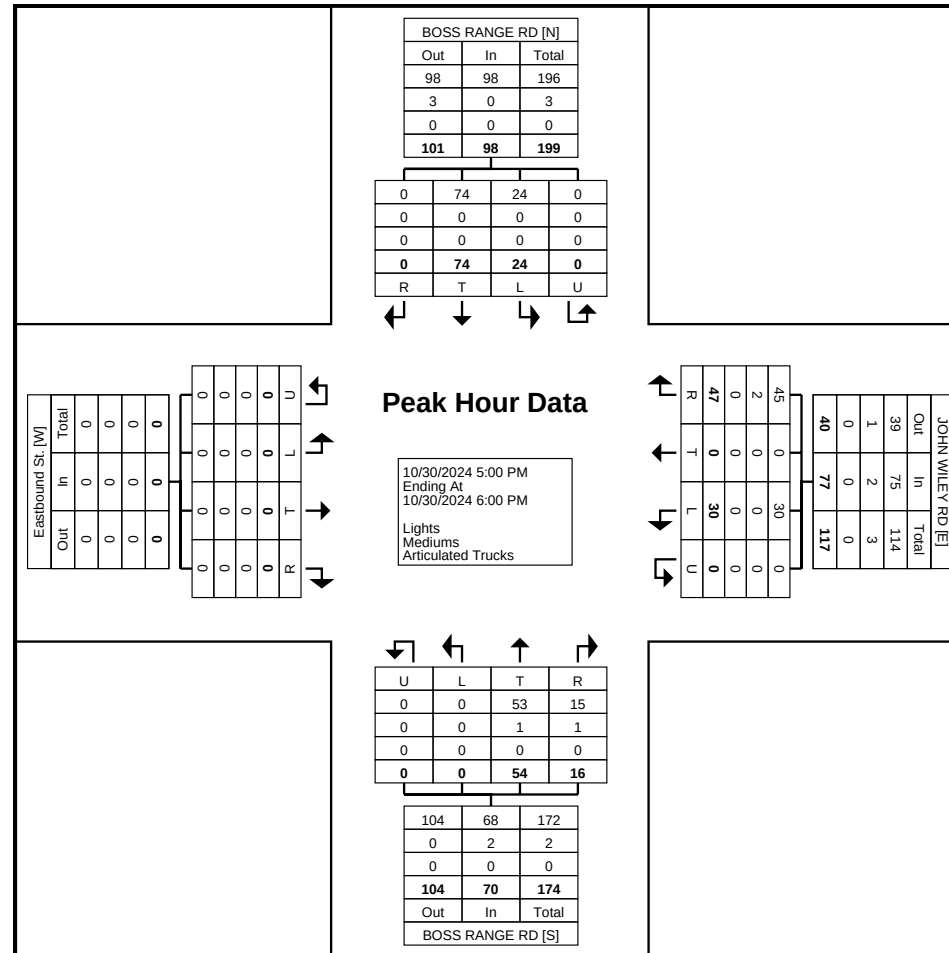


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Count Name: 2. BOSS RANGE RD @ JOHN
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Turning Movement Peak Hour Data (5:00 PM)

Start Time	BOSS RANGE RD Southbound					JOHN WILEY RD Westbound					BOSS RANGE RD Northbound					Eastbound St. Eastbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
5:00 PM	4	23	0	0	27	8	0	12	0	20	0	15	3	0	18	0	0	0	0	0	65
5:15 PM	9	18	0	0	27	4	0	10	0	14	0	9	4	0	13	0	0	0	0	0	54
5:30 PM	5	16	0	0	21	8	0	10	0	18	0	10	5	0	15	0	0	0	0	0	54
5:45 PM	6	17	0	0	23	10	0	15	0	25	0	20	4	0	24	0	0	0	0	0	72
Total	24	74	0	0	98	30	0	47	0	77	0	54	16	0	70	0	0	0	0	0	245
Approach %	24.5	75.5	0.0	0.0	-	39.0	0.0	61.0	0.0	-	0.0	77.1	22.9	0.0	-	0.0	0.0	0.0	0.0	-	-
Total %	9.8	30.2	0.0	0.0	40.0	12.2	0.0	19.2	0.0	31.4	0.0	22.0	6.5	0.0	28.6	0.0	0.0	0.0	0.0	0.0	-
PHF	0.667	0.804	0.000	0.000	0.907	0.750	0.000	0.783	0.000	0.770	0.000	0.675	0.800	0.000	0.729	0.000	0.000	0.000	0.000	0.000	0.851
Lights	24	74	0	0	98	30	0	45	0	75	0	53	15	0	68	0	0	0	0	0	241
% Lights	100.0	100.0	-	-	100.0	100.0	-	95.7	-	97.4	-	98.1	93.8	-	97.1	-	-	-	-	-	98.4
Mediums	0	0	0	0	0	0	0	2	0	2	0	1	1	0	2	0	0	0	0	0	4
% Mediums	0.0	0.0	-	-	0.0	0.0	-	4.3	-	2.6	-	1.9	6.3	-	2.9	-	-	-	-	-	1.6
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0.0	0.0	-	-	0.0	0.0	-	0.0	-	0.0	-	0.0	0.0	-	0.0	-	-	-	-	-	0.0



Turning Movement Peak Hour Data Plot (5:00 PM)

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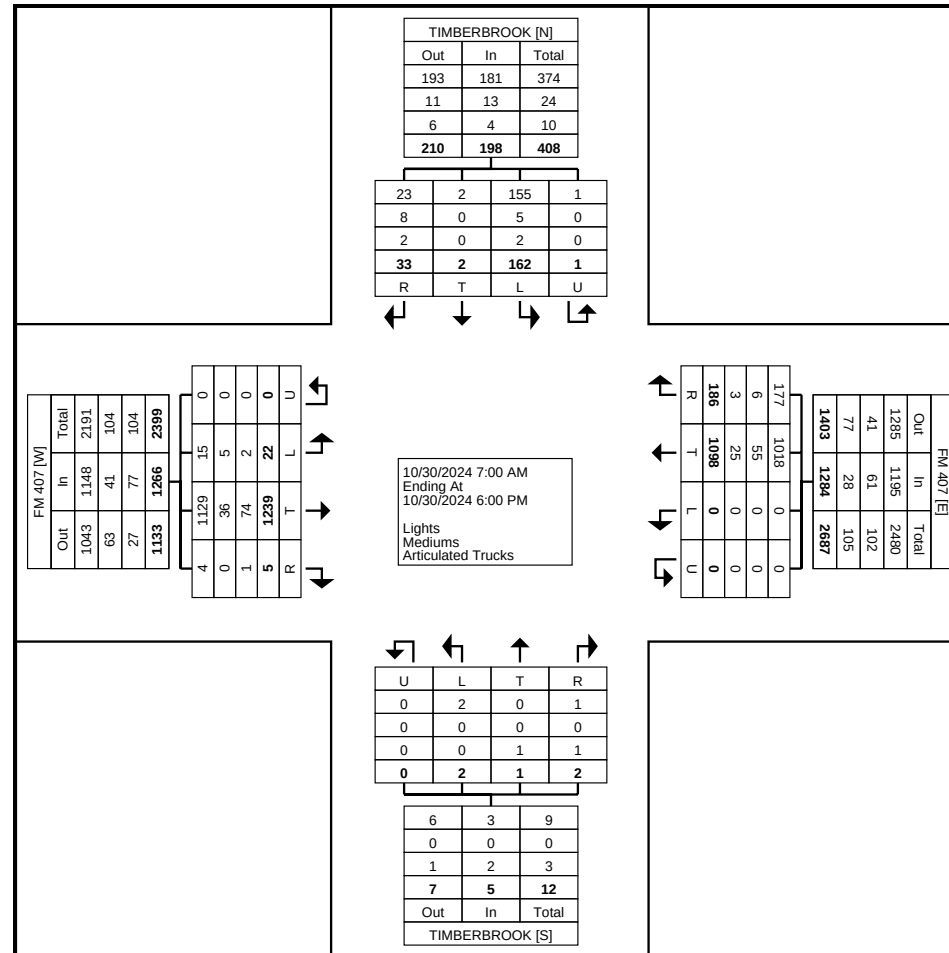
Count Name: 3. FM 407 @ TIMBERBROOK
Site Code:
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Turning Movement Data

Start Time	TIMBERBROOK Southbound					FM 407 Westbound					TIMBERBROOK Northbound					FM 407 Eastbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
7:00 AM	4	0	3	1	8	0	32	10	0	42	0	0	0	0	0	2	112	0	0	114	164
7:15 AM	19	0	0	0	19	0	35	14	0	49	0	0	0	0	0	5	137	0	0	142	210
7:30 AM	19	0	2	0	21	0	44	27	0	71	0	0	0	0	0	0	109	2	0	111	203
7:45 AM	6	0	3	0	9	0	36	13	0	49	0	0	0	0	0	4	126	0	0	130	188
Hourly Total	48	0	8	1	57	0	147	64	0	211	0	0	0	0	0	11	484	2	0	497	765
8:00 AM	6	0	1	0	7	0	28	14	0	42	0	0	0	0	0	1	128	0	0	129	178
8:15 AM	9	0	3	0	12	0	33	6	0	39	0	0	0	0	0	1	78	2	0	81	132
8:30 AM	11	0	1	0	12	0	32	10	0	42	1	0	0	0	1	1	77	0	0	78	133
8:45 AM	9	1	2	0	12	0	34	13	0	47	0	0	0	0	0	3	62	0	0	65	124
Hourly Total	35	1	7	0	43	0	127	43	0	170	1	0	0	0	1	6	345	2	0	353	567
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	13	0	3	0	16	0	91	6	0	97	1	0	0	0	1	0	50	1	0	51	165
4:15 PM	7	0	2	0	9	0	106	15	0	121	0	0	0	0	0	0	46	0	0	46	176
4:30 PM	7	0	2	0	9	0	122	16	0	138	0	0	0	0	0	0	61	0	0	61	208
4:45 PM	15	1	0	0	16	0	104	8	0	112	0	0	1	0	1	1	41	0	0	42	171
Hourly Total	42	1	7	0	50	0	423	45	0	468	1	0	1	0	2	1	198	1	0	200	720
5:00 PM	9	0	5	0	14	0	96	8	0	104	0	1	0	0	1	1	53	0	0	54	173
5:15 PM	5	0	4	0	9	0	101	10	0	111	0	0	1	0	1	1	55	0	0	56	177
5:30 PM	17	0	2	0	19	0	97	5	0	102	0	0	0	0	0	2	51	0	0	53	174
5:45 PM	6	0	0	0	6	0	107	11	0	118	0	0	0	0	0	0	53	0	0	53	177
Hourly Total	37	0	11	0	48	0	401	34	0	435	0	1	1	0	2	4	212	0	0	216	701
Grand Total	162	2	33	1	198	0	1098	186	0	1284	2	1	2	0	5	22	1239	5	0	1266	2753
Approach %	81.8	1.0	16.7	0.5	-	0.0	85.5	14.5	0.0	-	40.0	20.0	40.0	0.0	-	1.7	97.9	0.4	0.0	-	-
Total %	5.9	0.1	1.2	0.0	7.2	0.0	39.9	6.8	0.0	46.6	0.1	0.0	0.1	0.0	0.2	0.8	45.0	0.2	0.0	46.0	-
Lights	155	2	23	1	181	0	1018	177	0	1195	2	0	1	0	3	15	1129	4	0	1148	2527
% Lights	95.7	100.0	69.7	100.0	91.4	-	92.7	95.2	-	93.1	100.0	0.0	50.0	-	60.0	68.2	91.1	80.0	-	90.7	91.8
Mediums	5	0	8	0	13	0	55	6	0	61	0	0	0	0	0	5	36	0	0	41	115
% Mediums	3.1	0.0	24.2	0.0	6.6	-	5.0	3.2	-	4.8	0.0	0.0	0.0	-	0.0	22.7	2.9	0.0	-	3.2	4.2
Articulated Trucks	2	0	2	0	4	0	25	3	0	28	0	1	1	0	2	2	74	1	0	77	111
% Articulated Trucks	1.2	0.0	6.1	0.0	2.0	-	2.3	1.6	-	2.2	0.0	100.0	50.0	-	40.0	9.1	6.0	20.0	-	6.1	4.0

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Count Name: 3. FM 407 @ TIMBERBROOK
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Turning Movement Data Plot

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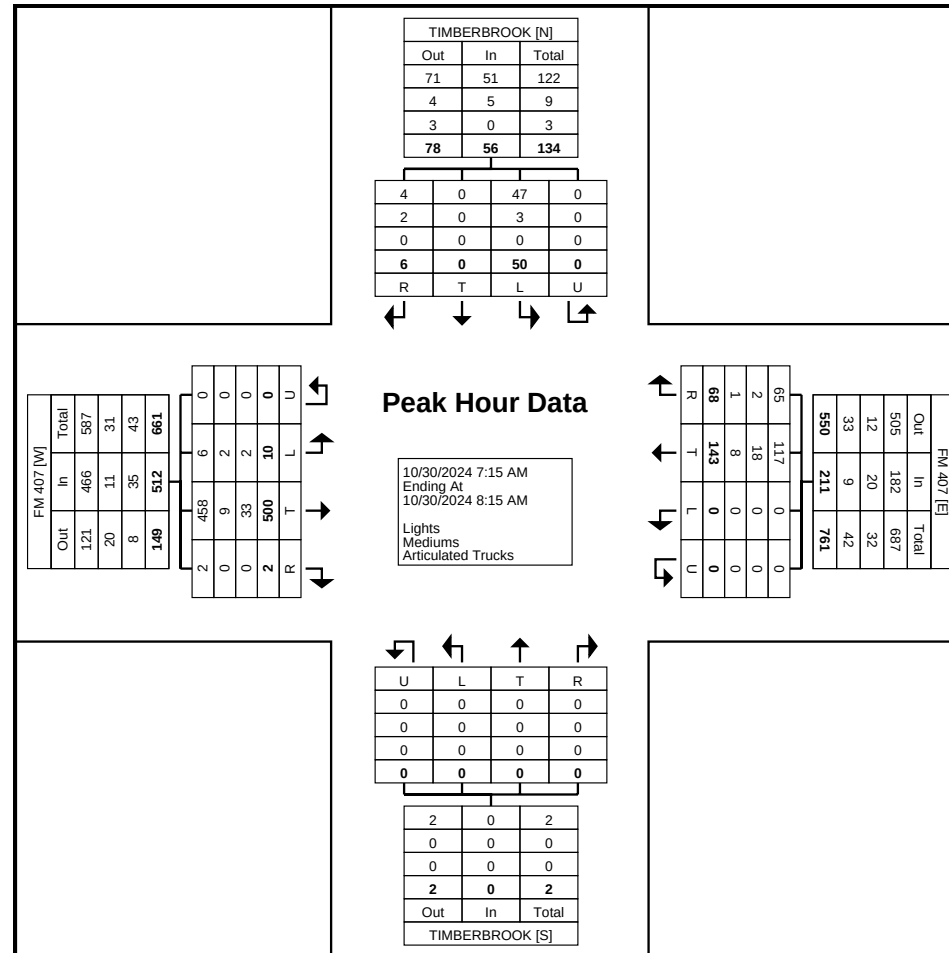
Count Name: 3. FM 407 @ TIMBERBROOK
Site Code:
Start Date: 10/30/2024
Page No: 3

Turning Movement Peak Hour Data (7:15 AM)

Start Time	TIMBERBROOK Southbound					FM 407 Westbound					TIMBERBROOK Northbound					FM 407 Eastbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
7:15 AM	19	0	0	0	19	0	35	14	0	49	0	0	0	0	0	5	137	0	0	142	210
7:30 AM	19	0	2	0	21	0	44	27	0	71	0	0	0	0	0	0	109	2	0	111	203
7:45 AM	6	0	3	0	9	0	36	13	0	49	0	0	0	0	0	4	126	0	0	130	188
8:00 AM	6	0	1	0	7	0	28	14	0	42	0	0	0	0	0	1	128	0	0	129	178
Total	50	0	6	0	56	0	143	68	0	211	0	0	0	0	0	10	500	2	0	512	779
Approach %	89.3	0.0	10.7	0.0	-	0.0	67.8	32.2	0.0	-	0.0	0.0	0.0	0.0	-	2.0	97.7	0.4	0.0	-	-
Total %	6.4	0.0	0.8	0.0	7.2	0.0	18.4	8.7	0.0	27.1	0.0	0.0	0.0	0.0	0.0	1.3	64.2	0.3	0.0	65.7	-
PHF	0.658	0.000	0.500	0.000	0.667	0.000	0.813	0.630	0.000	0.743	0.000	0.000	0.000	0.000	0.000	0.500	0.912	0.250	0.000	0.901	0.927
Lights	47	0	4	0	51	0	117	65	0	182	0	0	0	0	0	6	458	2	0	466	699
% Lights	94.0	-	66.7	-	91.1	-	81.8	95.6	-	86.3	-	-	-	-	-	60.0	91.6	100.0	-	91.0	89.7
Mediums	3	0	2	0	5	0	18	2	0	20	0	0	0	0	0	2	9	0	0	11	36
% Mediums	6.0	-	33.3	-	8.9	-	12.6	2.9	-	9.5	-	-	-	-	-	20.0	1.8	0.0	-	2.1	4.6
Articulated Trucks	0	0	0	0	0	0	8	1	0	9	0	0	0	0	0	2	33	0	0	35	44
% Articulated Trucks	0.0	-	0.0	-	0.0	-	5.6	1.5	-	4.3	-	-	-	-	-	20.0	6.6	0.0	-	6.8	5.6

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Count Name: 3. FM 407 @ TIMBERBROOK
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Turning Movement Peak Hour Data Plot (7:15 AM)

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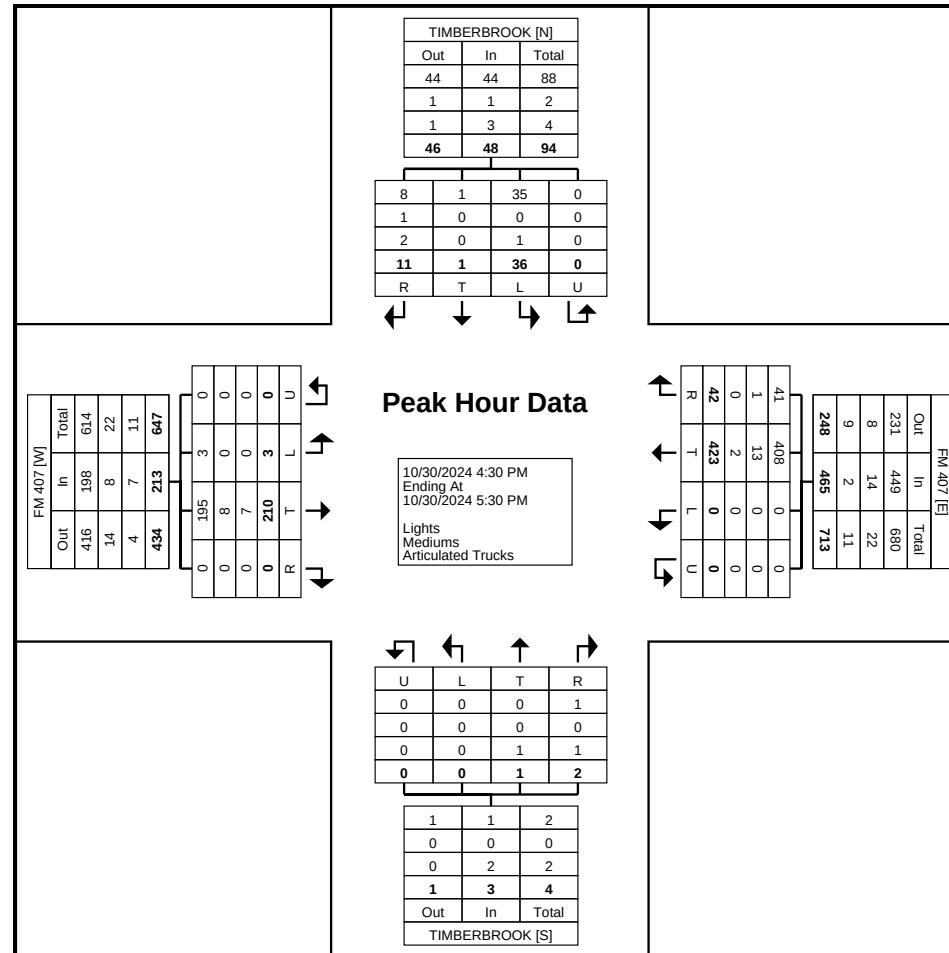
Count Name: 3. FM 407 @ TIMBERBROOK
Site Code:
Start Date: 10/30/2024
Page No: 5

Turning Movement Peak Hour Data (4:30 PM)

Start Time	TIMBERBROOK Southbound					FM 407 Westbound					TIMBERBROOK Northbound					FM 407 Eastbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
4:30 PM	7	0	2	0	9	0	122	16	0	138	0	0	0	0	0	0	61	0	0	61	208
4:45 PM	15	1	0	0	16	0	104	8	0	112	0	0	1	0	1	1	41	0	0	42	171
5:00 PM	9	0	5	0	14	0	96	8	0	104	0	1	0	0	1	1	53	0	0	54	173
5:15 PM	5	0	4	0	9	0	101	10	0	111	0	0	1	0	1	1	55	0	0	56	177
Total	36	1	11	0	48	0	423	42	0	465	0	1	2	0	3	3	210	0	0	213	729
Approach %	75.0	2.1	22.9	0.0	-	0.0	91.0	9.0	0.0	-	0.0	33.3	66.7	0.0	-	1.4	98.6	0.0	0.0	-	-
Total %	4.9	0.1	1.5	0.0	6.6	0.0	58.0	5.8	0.0	63.8	0.0	0.1	0.3	0.0	0.4	0.4	28.8	0.0	0.0	29.2	-
PHF	0.600	0.250	0.550	0.000	0.750	0.000	0.867	0.656	0.000	0.842	0.000	0.250	0.500	0.000	0.750	0.750	0.861	0.000	0.000	0.873	0.876
Lights	35	1	8	0	44	0	408	41	0	449	0	0	1	0	1	3	195	0	0	198	692
% Lights	97.2	100.0	72.7	-	91.7	-	96.5	97.6	-	96.6	-	0.0	50.0	-	33.3	100.0	92.9	-	-	93.0	94.9
Mediums	0	0	1	0	1	0	13	1	0	14	0	0	0	0	0	0	8	0	0	8	23
% Mediums	0.0	0.0	9.1	-	2.1	-	3.1	2.4	-	3.0	-	0.0	0.0	-	0.0	0.0	3.8	-	-	3.8	3.2
Articulated Trucks	1	0	2	0	3	0	2	0	0	2	0	1	1	0	2	0	7	0	0	7	14
% Articulated Trucks	2.8	0.0	18.2	-	6.3	-	0.5	0.0	-	0.4	-	100.0	50.0	-	66.7	0.0	3.3	-	-	3.3	1.9

GRAM Traffic NTX Inc.
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Count Name: 3. FM 407 @ TIMBERBROOK
Site Code:
Start Date: 10/30/2024
Page No: 6



HCM 7th TWSC
1: Boss Range Rd & Wiley Rd

Existing AM
Range Creek TIA

Intersection						
Int Delay, s/veh	7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	94	58	61	17	72	63
Future Vol, veh/h	94	58	61	17	72	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	68	68	68	68	68	68
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	138	85	90	25	106	93
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	407	102	0	0	115	0
Stage 1	102	-	-	-	-	-
Stage 2	304	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	601	953	-	-	1474	-
Stage 1	922	-	-	-	-	-
Stage 2	748	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	555	953	-	-	1474	-
Mov Cap-2 Maneuver	555	-	-	-	-	-
Stage 1	922	-	-	-	-	-
Stage 2	691	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s/v13.22		0		4.07		
HCM LOS	B					
Minor Lane/Major Mvmt		NBT	NBRWBLn1	SBL	SBT	
Capacity (veh/h)		-	-	660	960	-
HCM Lane V/C Ratio		-	-	0.339	0.072	-
HCM Control Delay (s/veh)		-	-	13.2	7.6	0
HCM Lane LOS		-	-	B	A	A
HCM 95th %tile Q(veh)		-	-	1.5	0.2	-

HCM 7th TWSC
2: Boss Range Rd & Range Rd

Existing AM
Range Creek TIA

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			W	W	
Traffic Vol, veh/h	3	3	2	117	129	1
Future Vol, veh/h	3	3	2	117	129	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	62	62	62	62	62	62
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	5	3	189	208	2

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	404	209	210	0	-	0
Stage 1	209	-	-	-	-	-
Stage 2	195	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	603	831	1361	-	-	-
Stage 1	826	-	-	-	-	-
Stage 2	838	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	601	831	1361	-	-	-
Mov Cap-2 Maneuver	601	-	-	-	-	-
Stage 1	824	-	-	-	-	-
Stage 2	838	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v10.23		0.13	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	30	-	698	-	-
HCM Lane V/C Ratio	0.002	-	0.014	-	-
HCM Control Delay (s/veh)	7.7	0	10.2	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection												
Int Delay, s/veh	1.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	10	500	2	0	143	68	0	0	0	50	0	6
Future Vol, veh/h	10	500	2	0	143	68	0	0	0	50	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	220	-	-	-	-	200	-	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	538	2	0	154	73	0	0	0	54	0	6
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	227	0	0	-	-	0	714	787	539	713	-	154
Stage 1	-	-	-	-	-	-	560	560	-	154	-	-
Stage 2	-	-	-	-	-	-	154	227	-	559	-	-
Critical Hdwy	4.12	-	-	-	-	-	7.12	6.52	6.22	7.12	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	-	-
Follow-up Hdwy	2.218	-	-	-	-	-	3.518	4.018	3.318	3.518	-	3.318
Pot Cap-1 Maneuver	1341	-	-	0	-	-	346	324	543	347	0	892
Stage 1	-	-	-	0	-	-	513	510	-	849	0	-
Stage 2	-	-	-	0	-	-	849	716	-	513	0	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1341	-	-	-	-	-	341	321	543	344	-	892
Mov Cap-2 Maneuver	-	-	-	-	-	-	341	321	-	344	-	-
Stage 1	-	-	-	-	-	-	509	506	-	849	-	-
Stage 2	-	-	-	-	-	-	842	716	-	509	-	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0.15			0			0			16.5		
HCM LOS							A			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBT	WBR	SBLn1	SBLn2				
Capacity (veh/h)	-	1341	-	-	-	-	344	892				
HCM Lane V/C Ratio	-	0.008	-	-	-	-	0.156	0.007				
HCM Control Delay (s/veh)	0	7.7	-	-	-	-	17.4	9.1				
HCM Lane LOS	A	A	-	-	-	-	C	A				
HCM 95th %tile Q(veh)	-	0	-	-	-	-	0.5	0				

HCM 7th TWSC
1: Boss Range Rd & Wiley Rd

Existing PM
Range Creek TIA

Intersection						
Int Delay, s/veh	3.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	30	47	54	16	24	74
Future Vol, veh/h	30	47	54	16	24	74
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	55	64	19	28	87
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	216	73	0	0	82	0
Stage 1	73	-	-	-	-	-
Stage 2	144	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	772	989	-	-	1515	-
Stage 1	950	-	-	-	-	-
Stage 2	884	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	757	989	-	-	1515	-
Mov Cap-2 Maneuver	757	-	-	-	-	-
Stage 1	950	-	-	-	-	-
Stage 2	866	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s/v	9.54	0		1.82		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	-	883	441	-	
HCM Lane V/C Ratio	-	-	0.103	0.019	-	
HCM Control Delay (s/veh)	-	-	9.5	7.4	0	
HCM Lane LOS	-	-	A	A	A	
HCM 95th %tile Q(veh)	-	-	0.3	0.1	-	

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			4	4	
Traffic Vol, veh/h	3	2	7	92	95	0
Future Vol, veh/h	3	2	7	92	95	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	2	8	102	106	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	223	106	106	0	-	0
Stage 1	106	-	-	-	-	-
Stage 2	118	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	765	949	1486	-	-	-
Stage 1	919	-	-	-	-	-
Stage 2	907	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	761	949	1486	-	-	-
Mov Cap-2 Maneuver	761	-	-	-	-	-
Stage 1	914	-	-	-	-	-
Stage 2	907	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	9.39	0.53		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	127	-	826	-	-	
HCM Lane V/C Ratio	0.005	-	0.007	-	-	
HCM Control Delay (s/veh)	7.4	0	9.4	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0	-	-	

Intersection												
Int Delay, s/veh	1.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	210	0	0	423	42	0	1	2	36	1	11
Future Vol, veh/h	3	210	0	0	423	42	0	1	2	36	1	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	220	-	-	-	-	200	-	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	239	0	0	481	48	0	1	2	41	1	13

Major/Minor	Major1		Major2		Minor1		Minor2	
Conflicting Flow All	528	0	-	-	-	0	727	774
Stage 1	-	-	-	-	-	-	245	245
Stage 2	-	-	-	-	-	-	481	528
Critical Hdwy	4.12	-	-	-	-	-	7.12	6.52
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52
Follow-up Hdwy	2.218	-	-	-	-	-	3.518	4.018
Pot Cap-1 Maneuver	1039	-	0	0	-	-	340	329
Stage 1	-	-	0	0	-	-	758	703
Stage 2	-	-	0	0	-	-	566	527
Platoon blocked, %	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1039	-	-	-	-	-	330	328
Mov Cap-2 Maneuver	-	-	-	-	-	-	330	328
Stage 1	-	-	-	-	-	-	756	701
Stage 2	-	-	-	-	-	-	553	527

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.12	0	11.7	15.8
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	541	1039	-	-	-	336	585
HCM Lane V/C Ratio	0.006	0.003	-	-	-	0.122	0.021
HCM Control Delay (s/veh)	11.7	8.5	-	-	-	17.2	11.3
HCM Lane LOS	B	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0	0	-	-	-	0.4	0.1

Intersection						
Int Delay, s/veh	7.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	104	64	68	19	80	70
Future Vol, veh/h	104	64	68	19	80	70
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	68	68	68	68	68	68
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	153	94	100	28	118	103
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	452	114	0	0	128	0
Stage 1	114	-	-	-	-	-
Stage 2	338	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	565	939	-	-	1458	-
Stage 1	911	-	-	-	-	-
Stage 2	722	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	517	939	-	-	1458	-
Mov Cap-2 Maneuver	517	-	-	-	-	-
Stage 1	911	-	-	-	-	-
Stage 2	660	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s/v	14.51	0	4.1			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	624	960	-	
HCM Lane V/C Ratio	-	-	0.396	0.081	-	
HCM Control Delay (s/veh)	-	-	14.5	7.7	0	
HCM Lane LOS	-	-	B	A	A	
HCM 95th %tile Q(veh)	-	-	1.9	0.3	-	

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			4	4	
Traffic Vol, veh/h	3	3	2	130	143	1
Future Vol, veh/h	3	3	2	130	143	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	62	62	62	62	62	62
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	5	3	210	231	2

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	448	231	232	0	-	0
Stage 1	231	-	-	-	-	-
Stage 2	216	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	569	808	1335	-	-	-
Stage 1	807	-	-	-	-	-
Stage 2	820	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	567	808	1335	-	-	-
Mov Cap-2 Maneuver	567	-	-	-	-	-
Stage 1	805	-	-	-	-	-
Stage 2	820	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v10.48		0.12	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	27	-	666	-	-
HCM Lane V/C Ratio	0.002	-	0.015	-	-
HCM Control Delay (s/veh)	7.7	0	10.5	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection												
Int Delay, s/veh	1.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	554	2	0	159	75	0	0	0	55	0	7
Future Vol, veh/h	11	554	2	0	159	75	0	0	0	55	0	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	220	-	-	-	-	200	-	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	596	2	0	171	81	0	0	0	59	0	8
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	252	0	0	-	-	0	791	872	597	790	-	171
Stage 1	-	-	-	-	-	-	620	620	-	171	-	-
Stage 2	-	-	-	-	-	-	171	252	-	619	-	-
Critical Hdwy	4.12	-	-	-	-	-	7.12	6.52	6.22	7.12	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	-	-
Follow-up Hdwy	2.218	-	-	-	-	-	3.518	4.018	3.318	3.518	-	3.318
Pot Cap-1 Maneuver	1314	-	-	0	-	-	307	289	503	308	0	873
Stage 1	-	-	-	0	-	-	475	480	-	831	0	-
Stage 2	-	-	-	0	-	-	831	699	-	476	0	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1314	-	-	-	-	-	302	286	503	305	-	873
Mov Cap-2 Maneuver	-	-	-	-	-	-	302	286	-	305	-	-
Stage 1	-	-	-	-	-	-	471	475	-	831	-	-
Stage 2	-	-	-	-	-	-	824	699	-	472	-	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0.15			0			0			18.44		
HCM LOS							A			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBT	WBR	SBLn1	SBLn2				
Capacity (veh/h)	-	1314	-	-	-	-	305	873				
HCM Lane V/C Ratio	-	0.009	-	-	-	-	0.194	0.009				
HCM Control Delay (s/veh)	0	7.8	-	-	-	-	19.6	9.2				
HCM Lane LOS	A	A	-	-	-	-	C	A				
HCM 95th %tile Q(veh)	-	0	-	-	-	-	0.7	0				

Intersection						
Int Delay, s/veh	3.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	33	52	60	18	27	82
Future Vol, veh/h	33	52	60	18	27	82
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	39	61	71	21	32	96
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	241	81	0	0	92	0
Stage 1	81	-	-	-	-	-
Stage 2	160	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	747	979	-	-	1503	-
Stage 1	942	-	-	-	-	-
Stage 2	869	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	730	979	-	-	1503	-
Mov Cap-2 Maneuver	730	-	-	-	-	-
Stage 1	942	-	-	-	-	-
Stage 2	849	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s/v	9.71	0	1.84			
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	865	446	-	
HCM Lane V/C Ratio	-	-	0.116	0.021	-	
HCM Control Delay (s/veh)	-	-	9.7	7.4	0	
HCM Lane LOS	-	-	A	A	A	
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-	

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			W	W	
Traffic Vol, veh/h	3	2	8	102	105	0
Future Vol, veh/h	3	2	8	102	105	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	2	9	113	117	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	248	117	117	0	-	0
Stage 1	117	-	-	-	-	-
Stage 2	131	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	741	935	1472	-	-	-
Stage 1	908	-	-	-	-	-
Stage 2	895	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	736	935	1472	-	-	-
Mov Cap-2 Maneuver	736	-	-	-	-	-
Stage 1	902	-	-	-	-	-
Stage 2	895	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	9.51	0.54		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	131	-	805	-	-	
HCM Lane V/C Ratio	0.006	-	0.007	-	-	
HCM Control Delay (s/veh)	7.5	0	9.5	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0	-	-	

Intersection												
Int Delay, s/veh	1.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	233	0	0	469	47	0	1	2	40	1	12
Future Vol, veh/h	3	233	0	0	469	47	0	1	2	40	1	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	220	-	-	-	-	200	-	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	265	0	0	533	53	0	1	2	45	1	14

Major/Minor	Major1		Major2		Minor1		Minor2					
Conflicting Flow All	586	0	-	-	-	0	805	858	265	805	805	533
Stage 1	-	-	-	-	-	-	272	272	-	533	533	-
Stage 2	-	-	-	-	-	-	534	586	-	272	272	-
Critical Hdwy	4.12	-	-	-	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	-	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	989	-	0	0	-	-	301	294	774	301	316	547
Stage 1	-	-	0	0	-	-	734	685	-	531	525	-
Stage 2	-	-	0	0	-	-	530	497	-	734	685	-
Platoon blocked, %		-			-	-						
Mov Cap-1 Maneuver	989	-	-	-	-	-	291	293	774	298	315	547
Mov Cap-2 Maneuver	-	-	-	-	-	-	291	293	-	298	315	-
Stage 1	-	-	-	-	-	-	732	682	-	531	525	-
Stage 2	-	-	-	-	-	-	516	497	-	728	682	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.11	0	12.24	17.53
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	501	989	-	-	-	298	547
HCM Lane V/C Ratio	0.007	0.003	-	-	-	0.153	0.025
HCM Control Delay (s/veh)	12.2	8.7	-	-	-	19.3	11.8
HCM Lane LOS	B	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0	0	-	-	-	0.5	0.1

Intersection						
Int Delay, s/veh	12.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	104	108	90	19	206	133
Future Vol, veh/h	104	108	90	19	206	133
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	250	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	68	68	68	68	68	68
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	153	159	132	28	303	196
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	948	146	0	0	160	0
Stage 1	146	-	-	-	-	-
Stage 2	801	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	290	901	-	-	1419	-
Stage 1	881	-	-	-	-	-
Stage 2	442	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	220	901	-	-	1419	-
Mov Cap-2 Maneuver	220	-	-	-	-	-
Stage 1	881	-	-	-	-	-
Stage 2	336	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s/v30.43		0	5			
HCM LOS	D					
Minor Lane/Major Mvmt	NBT	NBRWBLn1WBLn2	SBL	SBT		
Capacity (veh/h)	-	- 220 901	1094	-		
HCM Lane V/C Ratio	-	- 0.695 0.176	0.214	-		
HCM Control Delay (s/veh)	-	- 51.8 9.9	8.2	0		
HCM Lane LOS	-	- F A	A	A		
HCM 95th %tile Q(veh)	-	- 4.5 0.6	0.8	-		

Intersection						
Int Delay, s/veh	27.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			W	W	
Traffic Vol, veh/h	129	191	68	130	143	45
Future Vol, veh/h	129	191	68	130	143	45
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	62	62	62	62	62	62
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	208	308	110	210	231	73
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	696	267	303	0	-	0
Stage 1	267	-	-	-	-	-
Stage 2	429	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	408	772	1258	-	-	-
Stage 1	778	-	-	-	-	-
Stage 2	657	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	367	772	1258	-	-	-
Mov Cap-2 Maneuver	367	-	-	-	-	-
Stage 1	701	-	-	-	-	-
Stage 2	657	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	58.6	2.79		0		
HCM LOS	F					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	618	-	535	-	-	
HCM Lane V/C Ratio	0.087	-	0.965	-	-	
HCM Control Delay (s/veh)	8.1	0	58.6	-	-	
HCM Lane LOS	A	A	F	-	-	
HCM 95th %tile Q(veh)	0.3	-	12.8	-	-	

Intersection												
Int Delay, s/veh	1.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	571	2	0	206	91	0	0	0	61	0	7
Future Vol, veh/h	11	571	2	0	206	91	0	0	0	61	0	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	220	-	-	-	-	200	-	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	614	2	0	222	98	0	0	0	66	0	8
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	319	0	0	-	-	0	860	958	615	859	-	222
Stage 1	-	-	-	-	-	-	639	639	-	222	-	-
Stage 2	-	-	-	-	-	-	222	319	-	638	-	-
Critical Hdwy	4.12	-	-	-	-	-	7.12	6.52	6.22	7.12	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	-	-
Follow-up Hdwy	2.218	-	-	-	-	-	3.518	4.018	3.318	3.518	-	3.318
Pot Cap-1 Maneuver	1241	-	-	0	-	-	276	257	491	276	0	818
Stage 1	-	-	-	0	-	-	464	471	-	781	0	-
Stage 2	-	-	-	0	-	-	781	653	-	465	0	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1241	-	-	-	-	-	271	255	491	274	-	818
Mov Cap-2 Maneuver	-	-	-	-	-	-	271	255	-	274	-	-
Stage 1	-	-	-	-	-	-	460	466	-	781	-	-
Stage 2	-	-	-	-	-	-	774	653	-	461	-	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0.15			0			0			20.92		
HCM LOS							A			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBT	WBR	SBLn1	SBLn2				
Capacity (veh/h)	-	1241	-	-	-	-	274	818				
HCM Lane V/C Ratio	-	0.01	-	-	-	-	0.24	0.009				
HCM Control Delay (s/veh)	0	7.9	-	-	-	-	22.2	9.4				
HCM Lane LOS	A	A	-	-	-	-	C	A				
HCM 95th %tile O(veh)	-	0	-	-	-	-	0.9	0				

HCM 7th TWSC
4: Drive 1 & Range Rd

Phase 1-2 AM
Range Creek TIA

Intersection						
Int Delay, s/veh	2.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	243	0	28	86	0	79
Future Vol, veh/h	243	0	28	86	0	79
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	200	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	320	0	37	113	0	104
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	320	0	507	320
Stage 1	-	-	-	-	320	-
Stage 2	-	-	-	-	187	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1240	-	526	721
Stage 1	-	-	-	-	736	-
Stage 2	-	-	-	-	845	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1240	-	510	721
Mov Cap-2 Maneuver	-	-	-	-	510	-
Stage 1	-	-	-	-	736	-
Stage 2	-	-	-	-	820	-
Approach	EB	WB		NB		
HCM Control Delay, s/v	0	1.96		10.83		
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	721	-	-	1240	-	
HCM Lane V/C Ratio	0.144	-	-	0.03	-	
HCM Control Delay (s/veh)	10.8	-	-	8	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.5	-	-	0.1	-	

Intersection												
Int Delay, s/veh	6.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	38	0	28	25	33	0	0	79	126	0	0
Future Vol, veh/h	0	38	0	28	25	33	0	0	79	126	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	41	0	30	27	36	0	0	86	137	0	0
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	63	0	0	41	0	0	129	165	41	147	147	45
Stage 1	-	-	-	-	-	-	41	41	-	106	106	-
Stage 2	-	-	-	-	-	-	88	124	-	41	41	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1540	-	-	1568	-	-	843	727	1030	821	744	1025
Stage 1	-	-	-	-	-	-	973	861	-	900	808	-
Stage 2	-	-	-	-	-	-	920	793	-	973	861	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1540	-	-	1568	-	-	827	713	1030	738	730	1025
Mov Cap-2 Maneuver	-	-	-	-	-	-	827	713	-	738	730	-
Stage 1	-	-	-	-	-	-	973	861	-	882	792	-
Stage 2	-	-	-	-	-	-	902	778	-	892	861	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			2.39			8.81			10.99		
HCM LOS							A			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	1030	1540	-	-	1568	-	-	738				
HCM Lane V/C Ratio	0.083	-	-	-	0.019	-	-	0.186				
HCM Control Delay (s/veh)	8.8	0	-	-	7.3	-	-	11				
HCM Lane LOS	A	A	-	-	A	-	-	B				
HCM 95th %tile Q(veh)	0.3	0	-	-	0.1	-	-	0.7				

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑			↑
Traffic Vol, veh/h	0	38	14	11	0	0
Future Vol, veh/h	0	38	14	11	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	41	15	12	0	0
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	21
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	1056
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	1056
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s/v	0	0		0		
HCM LOS				A		
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	-		
HCM Lane V/C Ratio	-	-	-	-		
HCM Control Delay (s/veh)	-	-	-	0		
HCM Lane LOS	-	-	-	A		
HCM 95th %tile Q(veh)	-	-	-	-		

Intersection						
Int Delay, s/veh	3.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	16	0	6	6	0	16
Future Vol, veh/h	16	0	6	6	0	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	0	7	7	0	17
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	27	10	0	0	13	0
Stage 1	10	-	-	-	-	-
Stage 2	17	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	988	1072	-	-	1605	-
Stage 1	1013	-	-	-	-	-
Stage 2	1005	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	988	1072	-	-	1605	-
Mov Cap-2 Maneuver	988	-	-	-	-	-
Stage 1	1013	-	-	-	-	-
Stage 2	1005	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s/v	8.71	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	- 988		1605	-	
HCM Lane V/C Ratio	-	- 0.018		-	-	
HCM Control Delay (s/veh)	-	- 8.7		0	-	
HCM Lane LOS	-	- A		A	-	
HCM 95th %tile Q(veh)	-	- 0.1		0	-	

Intersection						
Int Delay, s/veh	6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	16	0	0	6	0	0
Future Vol, veh/h	16	0	0	6	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	0	0	7	0	0
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	4	3	0	0	7	0
Stage 1	3	-	-	-	-	-
Stage 2	1	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	1018	1081	-	-	1614	-
Stage 1	1020	-	-	-	-	-
Stage 2	1022	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	1018	1081	-	-	1614	-
Mov Cap-2 Maneuver	1018	-	-	-	-	-
Stage 1	1020	-	-	-	-	-
Stage 2	1022	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s/v	8.6	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	- 1018		1614	-	
HCM Lane V/C Ratio	-	- 0.017		-	-	
HCM Control Delay (s/veh)	-	- 8.6		0	-	
HCM Lane LOS	-	- A		A	-	
HCM 95th %tile Q(veh)	-	- 0.1		0	-	

Intersection						
Int Delay, s/veh	5.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	33	196	132	18	111	124
Future Vol, veh/h	33	196	132	18	111	124
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	250	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	39	231	155	21	131	146
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	573	166	0	0	176	0
Stage 1	166	-	-	-	-	-
Stage 2	407	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	481	878	-	-	1400	-
Stage 1	864	-	-	-	-	-
Stage 2	672	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	432	878	-	-	1400	-
Mov Cap-2 Maneuver	432	-	-	-	-	-
Stage 1	864	-	-	-	-	-
Stage 2	604	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s/v11.07		0	3.7			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1WBLn2	SBL	SBT		
Capacity (veh/h)	-	- 432 878	850	-		
HCM Lane V/C Ratio	-	- 0.09 0.262	0.093	-		
HCM Control Delay (s/veh)	-	- 14.1 10.6	7.8	0		
HCM Lane LOS	-	- B B	A	A		
HCM 95th %tile Q(veh)	-	- 0.3 1.1	0.3	-		

Intersection						
Int Delay, s/veh	8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			W	W	
Traffic Vol, veh/h	87	129	223	102	105	144
Future Vol, veh/h	87	129	223	102	105	144
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	97	143	248	113	117	160
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	806	197	277	0	-	0
Stage 1	197	-	-	-	-	-
Stage 2	609	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	351	845	1286	-	-	-
Stage 1	837	-	-	-	-	-
Stage 2	543	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	279	845	1286	-	-	-
Mov Cap-2 Maneuver	279	-	-	-	-	-
Stage 1	665	-	-	-	-	-
Stage 2	543	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	20.7	5.81		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1205	-	465	-	-	
HCM Lane V/C Ratio	0.193	-	0.516	-	-	
HCM Control Delay (s/veh)	8.5	0	20.7	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0.7	-	2.9	-	-	

Intersection												
Int Delay, s/veh	1.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↱			↱	↰		↰		↰		↰
Traffic Vol, veh/h	3	287	0	0	501	58	0	1	2	58	1	12
Future Vol, veh/h	3	287	0	0	501	58	0	1	2	58	1	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	220	-	-	-	-	200	-	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	326	0	0	569	66	0	1	2	66	1	14

Major/Minor	Major1		Major2		Minor1		Minor2					
Conflicting Flow All	635	0	-	-	-	0	903	968	326	903	902	569
Stage 1	-	-	-	-	-	-	333	333	-	569	569	-
Stage 2	-	-	-	-	-	-	570	635	-	334	333	-
Critical Hdwy	4.12	-	-	-	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	-	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	948	-	0	0	-	-	258	254	715	258	277	521
Stage 1	-	-	0	0	-	-	681	644	-	507	506	-
Stage 2	-	-	0	0	-	-	507	472	-	680	644	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	948	-	-	-	-	-	250	253	715	255	276	521
Mov Cap-2 Maneuver	-	-	-	-	-	-	250	253	-	255	276	-
Stage 1	-	-	-	-	-	-	678	642	-	507	506	-
Stage 2	-	-	-	-	-	-	492	472	-	674	642	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.09	0	13.16	21.9
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	444	948	-	-	-	255	521
HCM Lane V/C Ratio	0.008	0.004	-	-	-	0.258	0.026
HCM Control Delay (s/veh)	13.2	8.8	-	-	-	23.9	12.1
HCM Lane LOS	B	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0	0	-	-	-	1	0.1

Intersection						
Int Delay, s/veh	2.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	164	0	90	277	0	53
Future Vol, veh/h	164	0	90	277	0	53
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	200	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	193	0	106	326	0	62
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	193	0	731	193
Stage 1	-	-	-	-	193	-
Stage 2	-	-	-	-	538	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1380	-	389	849
Stage 1	-	-	-	-	840	-
Stage 2	-	-	-	-	586	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1380	-	359	849
Mov Cap-2 Maneuver	-	-	-	-	359	-
Stage 1	-	-	-	-	840	-
Stage 2	-	-	-	-	541	-
Approach	EB		WB		NB	
HCM Control Delay, s/v	0		1.92		9.58	
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	849	-	-	1380	-	
HCM Lane V/C Ratio	0.073	-	-	0.077	-	
HCM Control Delay (s/veh)	9.6	-	-	7.8	-	
HCM Lane LOS	A	-	-	A	-	
HCM 95th %tile Q(veh)	0.2	-	-	0.2	-	

Intersection												
Int Delay, s/veh	5.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	27	0	90	80	108	0	0	53	84	0	0
Future Vol, veh/h	0	27	0	90	80	108	0	0	53	84	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	29	0	98	87	117	0	0	58	91	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	204	0	0	29	0	0	312	429	29	371	371	146
Stage 1	-	-	-	-	-	-	29	29	-	341	341	-
Stage 2	-	-	-	-	-	-	283	400	-	29	29	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1367	-	-	1584	-	-	641	518	1045	586	559	901
Stage 1	-	-	-	-	-	-	988	871	-	674	638	-
Stage 2	-	-	-	-	-	-	724	602	-	988	871	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1367	-	-	1584	-	-	601	486	1045	520	525	901
Mov Cap-2 Maneuver	-	-	-	-	-	-	601	486	-	520	525	-
Stage 1	-	-	-	-	-	-	988	871	-	632	599	-
Stage 2	-	-	-	-	-	-	680	564	-	933	871	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			2.4			8.64			13.4		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	1045	1367	-	-	1584	-	-	520
HCM Lane V/C Ratio	0.055	-	-	-	0.062	-	-	0.176
HCM Control Delay (s/veh)	8.6	0	-	-	7.4	-	-	13.4
HCM Lane LOS	A	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	0.2	0	-	-	0.2	-	-	0.6

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑			↑
Traffic Vol, veh/h	0	27	44	36	0	0
Future Vol, veh/h	0	27	44	36	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	29	48	39	0	0
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	67
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	996
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	996
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s/v	0	0		0		
HCM LOS				A		
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	-		
HCM Lane V/C Ratio	-	-	-	-		
HCM Control Delay (s/veh)	-	-	-	0		
HCM Lane LOS	-	-	-	A		
HCM 95th %tile Q(veh)	-	-	-	-		

Intersection						
Int Delay, s/veh	1.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	11	0	18	18	0	11
Future Vol, veh/h	11	0	18	18	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	0	20	20	0	12
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	41	29	0	0	39	0
Stage 1	29	-	-	-	-	-
Stage 2	12	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	970	1045	-	-	1571	-
Stage 1	993	-	-	-	-	-
Stage 2	1011	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	970	1045	-	-	1571	-
Mov Cap-2 Maneuver	970	-	-	-	-	-
Stage 1	993	-	-	-	-	-
Stage 2	1011	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s/v	8.76	0	0			
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	970	1571	-	
HCM Lane V/C Ratio	-	-	0.012	-	-	
HCM Control Delay (s/veh)	-	-	8.8	0	-	
HCM Lane LOS	-	-	A	A	-	
HCM 95th %tile Q(veh)	-	-	0	0	-	

Intersection						
Int Delay, s/veh	3.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	11	0	0	18	0	0
Future Vol, veh/h	11	0	0	18	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	0	0	20	0	0
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	11	10	0	0	20	0
Stage 1	10	-	-	-	-	-
Stage 2	1	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	1009	1072	-	-	1597	-
Stage 1	1013	-	-	-	-	-
Stage 2	1022	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	1009	1072	-	-	1597	-
Mov Cap-2 Maneuver	1009	-	-	-	-	-
Stage 1	1013	-	-	-	-	-
Stage 2	1022	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s/v	8.61	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	-	1009	1597	-	-
HCM Lane V/C Ratio	-	-	0.012	-	-	-
HCM Control Delay (s/veh)	-	-	8.6	0	-	-
HCM Lane LOS	-	-	A	A	-	-
HCM 95th %tile Q(veh)	-	-	0	0	-	-

Intersection						
Int Delay, s/veh	8.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	116	71	75	21	89	77
Future Vol, veh/h	116	71	75	21	89	77
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	68	68	68	68	68	68
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	171	104	110	31	131	113
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	501	126	0	0	141	0
Stage 1	126	-	-	-	-	-
Stage 2	375	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	530	925	-	-	1442	-
Stage 1	900	-	-	-	-	-
Stage 2	695	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	478	925	-	-	1442	-
Mov Cap-2 Maneuver	478	-	-	-	-	-
Stage 1	900	-	-	-	-	-
Stage 2	628	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s/v	16.46	0	4.15			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	586	965	-	
HCM Lane V/C Ratio	-	-	0.469	0.091	-	
HCM Control Delay (s/veh)	-	-	16.5	7.7	0	
HCM Lane LOS	-	-	C	A	A	
HCM 95th %tile Q(veh)	-	-	2.5	0.3	-	

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			W	W	
Traffic Vol, veh/h	4	4	2	144	159	1
Future Vol, veh/h	4	4	2	144	159	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	62	62	62	62	62	62
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	6	6	3	232	256	2
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	496	257	258	0	-	0
Stage 1	257	-	-	-	-	-
Stage 2	239	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	533	781	1307	-	-	-
Stage 1	786	-	-	-	-	-
Stage 2	801	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	532	781	1307	-	-	-
Mov Cap-2 Maneuver	532	-	-	-	-	-
Stage 1	783	-	-	-	-	-
Stage 2	801	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v10.81		0.11		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	25	-	633	-	-	
HCM Lane V/C Ratio	0.002	-	0.02	-	-	
HCM Control Delay (s/veh)	7.8	0	10.8	-	-	
HCM Lane LOS	A	A	B	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

Intersection												
Int Delay, s/veh	1.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	12	615	2	0	176	84	0	0	0	61	0	7
Future Vol, veh/h	12	615	2	0	176	84	0	0	0	61	0	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	220	-	-	-	-	200	-	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	661	2	0	189	90	0	0	0	66	0	8

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	280	0	0	-	-	0	877	968	662	876	-	189
Stage 1	-	-	-	-	-	-	688	688	-	189	-	-
Stage 2	-	-	-	-	-	-	189	280	-	687	-	-
Critical Hdwy	4.12	-	-	-	-	-	7.12	6.52	6.22	7.12	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	-	-
Follow-up Hdwy	2.218	-	-	-	-	-	3.518	4.018	3.318	3.518	-	3.318
Pot Cap-1 Maneuver	1283	-	-	0	-	-	269	254	462	269	0	853
Stage 1	-	-	-	0	-	-	436	447	-	813	0	-
Stage 2	-	-	-	0	-	-	813	679	-	437	0	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1283	-	-	-	-	-	264	251	462	266	-	853
Mov Cap-2 Maneuver	-	-	-	-	-	-	264	251	-	266	-	-
Stage 1	-	-	-	-	-	-	432	442	-	813	-	-
Stage 2	-	-	-	-	-	-	805	679	-	433	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v 0.15		0	0	21.46
HCM LOS			A	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	-	1283	-	-	-	-	266	853
HCM Lane V/C Ratio	-	0.01	-	-	-	-	0.246	0.009
HCM Control Delay (s/veh)	0	7.8	-	-	-	-	22.9	9.3
HCM Lane LOS	A	A	-	-	-	-	C	A
HCM 95th %tile Q(veh)	-	0	-	-	-	-	0.9	0

Intersection						
Int Delay, s/veh	3.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	37	58	66	20	30	91
Future Vol, veh/h	37	58	66	20	30	91
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	44	68	78	24	35	107
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	267	89	0	0	101	0
Stage 1	89	-	-	-	-	-
Stage 2	178	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	722	969	-	-	1491	-
Stage 1	934	-	-	-	-	-
Stage 2	853	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	704	969	-	-	1491	-
Mov Cap-2 Maneuver	704	-	-	-	-	-
Stage 1	934	-	-	-	-	-
Stage 2	832	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s/v	9.91	0	1.85			
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	845	446	-	
HCM Lane V/C Ratio	-	-	0.132	0.024	-	
HCM Control Delay (s/veh)	-	-	9.9	7.5	0	
HCM Lane LOS	-	-	A	A	A	
HCM 95th %tile Q(veh)	-	-	0.5	0.1	-	

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			W	W	
Traffic Vol, veh/h	4	2	9	113	117	0
Future Vol, veh/h	4	2	9	113	117	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	2	10	126	130	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	276	130	130	0	-	0
Stage 1	130	-	-	-	-	-
Stage 2	146	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	714	920	1455	-	-	-
Stage 1	896	-	-	-	-	-
Stage 2	882	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	709	920	1455	-	-	-
Mov Cap-2 Maneuver	709	-	-	-	-	-
Stage 1	889	-	-	-	-	-
Stage 2	882	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	9.73	0.55		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	133	-	767	-	-	
HCM Lane V/C Ratio	0.007	-	0.009	-	-	
HCM Control Delay (s/veh)	7.5	0	9.7	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0	-	-	

Intersection												
Int Delay, s/veh	1.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	4	258	0	0	520	52	0	1	2	44	1	14
Future Vol, veh/h	4	258	0	0	520	52	0	1	2	44	1	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	220	-	-	-	-	200	-	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	293	0	0	591	59	0	1	2	50	1	16

Major/Minor	Major1		Major2		Minor1		Minor2					
Conflicting Flow All	650	0	-	-	-	0	894	952	293	894	893	591
Stage 1	-	-	-	-	-	-	302	302	-	591	591	-
Stage 2	-	-	-	-	-	-	591	650	-	303	302	-
Critical Hdwy	4.12	-	-	-	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	-	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	936	-	0	0	-	-	262	259	746	262	281	507
Stage 1	-	-	0	0	-	-	707	664	-	493	494	-
Stage 2	-	-	0	0	-	-	493	465	-	706	664	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	936	-	-	-	-	-	252	258	746	259	279	507
Mov Cap-2 Maneuver	-	-	-	-	-	-	252	258	-	259	279	-
Stage 1	-	-	-	-	-	-	704	661	-	493	494	-
Stage 2	-	-	-	-	-	-	476	465	-	700	661	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.14	0	12.93	19.83
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	458	936	-	-	-	259	507
HCM Lane V/C Ratio	0.007	0.005	-	-	-	0.193	0.031
HCM Control Delay (s/veh)	12.9	8.9	-	-	-	22.2	12.3
HCM Lane LOS	B	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0	0	-	-	-	0.7	0.1

HCM 7th TWSC
1: Boss Range Rd & Range Rd/Wiley Rd

Buildout AM
Range Creek TIA

Intersection												
Int Delay, s/veh	167.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	35	130	64	116	45	115	23	97	21	215	140	11
Future Vol, veh/h	35	130	64	116	45	115	23	97	21	215	140	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	250	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	68	68	68	68	68	68	68	68	68	68	68	68
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	51	191	94	171	66	169	34	143	31	316	206	16
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1090	1088	214	1160	1080	158	222	0	0	174	0	0
Stage 1	846	846	-	226	226	-	-	-	-	-	-	-
Stage 2	243	241	-	934	854	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	193	216	826	173	218	887	1347	-	-	1403	-	-
Stage 1	357	378	-	777	717	-	-	-	-	-	-	-
Stage 2	760	706	-	319	375	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	74	~ 156	826	~ 110	157	887	1347	-	-	1403	-	-
Mov Cap-2 Maneuver	74	~ 156	-	~ 110	157	-	-	-	-	-	-	-
Stage 1	265	281	-	755	697	-	-	-	-	-	-	-
Stage 2	541	686	-	~ 67	278	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s/veh	533.28		165.25		1.26		4.88					
HCM LOS	F		F									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR					
Capacity (veh/h)	284	-	-	165 110 385	1042	-	-					
HCM Lane V/C Ratio	0.025	-	-	2.038 1.545 0.611	0.225	-	-					
HCM Control Delay (s/veh)	7.7	0	-	\$ 533.3\$ 354.6	28	8.3	0	-				
HCM Lane LOS	A	A	-	F F D	A	A	-					
HCM 95th %tile Q(veh)	0.1	-	-	26.3 12.6 3.9	0.9	-	-					
Notes												
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon						

Intersection												
Int Delay, s/veh	4.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	12	632	19	11	223	100	47	16	31	67	6	7
Future Vol, veh/h	12	632	19	11	223	100	47	16	31	67	6	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	220	-	-	-	-	200	250	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	680	20	12	240	108	51	17	33	72	6	8

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	347	0	0	700	0	0	982	1087	690	977	989	240
Stage 1	-	-	-	-	-	-	716	716	-	263	263	-
Stage 2	-	-	-	-	-	-	267	371	-	714	726	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1212	-	-	897	-	-	228	216	445	230	247	799
Stage 1	-	-	-	-	-	-	421	434	-	742	690	-
Stage 2	-	-	-	-	-	-	739	620	-	422	430	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1212	-	-	897	-	-	214	210	445	190	240	799
Mov Cap-2 Maneuver	-	-	-	-	-	-	214	210	-	190	240	-
Stage 1	-	-	-	-	-	-	417	430	-	729	679	-
Stage 2	-	-	-	-	-	-	713	609	-	371	425	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0.14			0.3			22.58			32.57		
HCM LOS							C			D		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	214	323	1212	-	-	897	-	-	190	799
HCM Lane V/C Ratio	0.236	0.157	0.011	-	-	0.013	-	-	0.378	0.009
HCM Control Delay (s/veh)	26.9	18.2	8	-	-	9.1	-	-	35	9.5
HCM Lane LOS	D	C	A	-	-	A	-	-	D	A
HCM 95th %tile Q(veh)	0.9	0.5	0	-	-	0	-	-	1.6	0

HCM 7th TWSC
4: Drive 1 & Range Rd

Buildout AM
Range Creek TIA

Intersection						
Int Delay, s/veh	1.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	463	0	28	164	0	79
Future Vol, veh/h	463	0	28	164	0	79
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	200	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	609	0	37	216	0	104
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	609	0	899	609
Stage 1	-	-	-	-	609	-
Stage 2	-	-	-	-	289	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	969	-	310	495
Stage 1	-	-	-	-	543	-
Stage 2	-	-	-	-	760	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	969	-	298	495
Mov Cap-2 Maneuver	-	-	-	-	298	-
Stage 1	-	-	-	-	543	-
Stage 2	-	-	-	-	731	-
Approach	EB	WB		NB		
HCM Control Delay, s/v	0	1.29		14.2		
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	495	-	-	969	-	
HCM Lane V/C Ratio	0.21	-	-	0.038	-	
HCM Control Delay (s/veh)	14.2	-	-	8.9	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.8	-	-	0.1	-	

Intersection												
Int Delay, s/veh	5.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	258	0	28	103	33	0	0	79	126	0	0
Future Vol, veh/h	0	258	0	28	103	33	0	0	79	126	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	280	0	30	112	36	0	0	86	137	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	148	0	0	280	0	0	453	489	280	471	471	130
Stage 1	-	-	-	-	-	-	280	280	-	191	191	-
Stage 2	-	-	-	-	-	-	173	209	-	280	280	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1434	-	-	1282	-	-	517	479	758	503	491	920
Stage 1	-	-	-	-	-	-	726	679	-	811	742	-
Stage 2	-	-	-	-	-	-	829	729	-	726	679	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1434	-	-	1282	-	-	505	468	758	435	479	920
Mov Cap-2 Maneuver	-	-	-	-	-	-	505	468	-	435	479	-
Stage 1	-	-	-	-	-	-	726	679	-	792	725	-
Stage 2	-	-	-	-	-	-	809	712	-	644	679	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			1.34			10.35			17.02		
HCM LOS							B			C		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	758	1434	-	-	1282	-	-	435
HCM Lane V/C Ratio	0.113	-	-	-	0.024	-	-	0.315
HCM Control Delay (s/veh)	10.4	0	-	-	7.9	-	-	17
HCM Lane LOS	B	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	0.4	0	-	-	0.1	-	-	1.3

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑			↗
Traffic Vol, veh/h	0	258	92	11	0	0
Future Vol, veh/h	0	258	92	11	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	280	100	12	0	0
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	106
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	948
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	948
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s/v	0	0		0		
HCM LOS					A	
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	-		
HCM Lane V/C Ratio	-	-	-	-		
HCM Control Delay (s/veh)	-	-	-	0		
HCM Lane LOS	-	-	-	A		
HCM 95th %tile Q(veh)	-	-	-	-		

Intersection				
Intersection Delay, s/veh	4.1			
Intersection LOS	A			
Approach	EB	WB	NB	SB
Entry Lanes	1	1	1	1
Conflicting Circle Lanes	1	1	1	1
Adj Approach Flow, veh/h	239	96	0	104
Demand Flow Rate, veh/h	244	98	0	106
Vehicles Circulating, veh/h	106	52	331	67
Vehicles Exiting, veh/h	67	279	19	83
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	4.7	3.4	0.0	3.5
Approach LOS	A	A	-	A
Lane	Left	Left	Left	Left
Designated Moves	LTR	LTR	LTR	LTR
Assumed Moves	LTR	LTR	LTR	LTR
RT Channelized				
Lane Util	1.000	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976	4.976
A (Intercept)	1380	1380	1380	1380
B (Slope)	1.02e-3	1.02e-3	1.02e-3	1.02e-3
Entry Flow, veh/h	244	98	0	106
Cap Entry Lane, veh/h	1238	1309	985	1289
Entry HV Adj Factor	0.980	0.979	1.000	0.980
Flow Entry, veh/h	239	96	0	104
Cap Entry, veh/h	1214	1281	985	1263
V/C Ratio	0.197	0.075	0.000	0.082
Control Delay, s/veh	4.7	3.4	3.7	3.5
LOS	A	A	A	A
95th %tile Queue, veh	1	0	0	0

Intersection												
Int Delay, s/veh	4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	110	0	11	39	11	0	0	79	31	0	0
Future Vol, veh/h	0	110	0	11	39	11	0	0	79	31	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	120	0	12	42	12	0	0	86	34	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	54	0	0	120	0	0	186	198	120	192	192	48
Stage 1	-	-	-	-	-	-	120	120	-	72	72	-
Stage 2	-	-	-	-	-	-	66	78	-	120	120	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1551	-	-	1468	-	-	775	698	932	768	703	1020
Stage 1	-	-	-	-	-	-	885	797	-	937	835	-
Stage 2	-	-	-	-	-	-	944	830	-	885	797	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1551	-	-	1468	-	-	769	692	932	691	697	1020
Mov Cap-2 Maneuver	-	-	-	-	-	-	769	692	-	691	697	-
Stage 1	-	-	-	-	-	-	885	797	-	930	828	-
Stage 2	-	-	-	-	-	-	936	823	-	803	797	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			1.35			9.25			10.47		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	932	1551	-	-	1468	-	-	691
HCM Lane V/C Ratio	0.092	-	-	-	0.008	-	-	0.049
HCM Control Delay (s/veh)	9.3	0	-	-	7.5	-	-	10.5
HCM Lane LOS	A	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	0.3	0	-	-	0	-	-	0.2

Intersection												
Int Delay, s/veh	4.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	47	0	11	17	11	0	0	31	31	0	0
Future Vol, veh/h	0	47	0	11	17	11	0	0	31	31	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	51	0	12	18	12	0	0	34	34	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	30	0	0	51	0	0	93	105	51	99	99	24
Stage 1	-	-	-	-	-	-	51	51	-	48	48	-
Stage 2	-	-	-	-	-	-	42	54	-	51	51	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1582	-	-	1555	-	-	890	785	1017	882	791	1052
Stage 1	-	-	-	-	-	-	962	852	-	965	855	-
Stage 2	-	-	-	-	-	-	972	850	-	962	852	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1582	-	-	1555	-	-	883	779	1017	846	785	1052
Mov Cap-2 Maneuver	-	-	-	-	-	-	883	779	-	846	785	-
Stage 1	-	-	-	-	-	-	962	852	-	958	848	-
Stage 2	-	-	-	-	-	-	965	843	-	930	852	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			2.07			8.66			9.43		
HCM LOS							A			A		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	1017	1582	-	-	1555	-	-	846
HCM Lane V/C Ratio	0.033	-	-	-	0.008	-	-	0.04
HCM Control Delay (s/veh)	8.7	0	-	-	7.3	-	-	9.4
HCM Lane LOS	A	A	-	-	A	-	-	A
HCM 95th %tile Q(veh)	0.1	0	-	-	0	-	-	0.1

Intersection						
Int Delay, s/veh	2.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	0	0	31	11	6
Future Vol, veh/h	16	0	0	31	11	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	200	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	0	0	34	12	7
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	49	15	18	0	-	0
Stage 1	15	-	-	-	-	-
Stage 2	34	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	960	1064	1598	-	-	-
Stage 1	1008	-	-	-	-	-
Stage 2	989	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	960	1064	1598	-	-	-
Mov Cap-2 Maneuver	960	-	-	-	-	-
Stage 1	1008	-	-	-	-	-
Stage 2	989	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	8.82	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1598	-	960	-	-	
HCM Lane V/C Ratio	-	-	0.018	-	-	
HCM Control Delay (s/veh)	0	-	8.8	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

Intersection												
Int Delay, s/veh	7.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	0	6	0	6	0	0	16	16	0	0
Future Vol, veh/h	0	0	0	6	0	6	0	0	16	16	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	7	0	7	0	0	17	17	0	0
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	7	0	0	1	0	0	14	21	1	17	17	3
Stage 1	-	-	-	-	-	-	1	1	-	16	16	-
Stage 2	-	-	-	-	-	-	13	20	-	1	1	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1614	-	-	1622	-	-	1002	873	1083	997	877	1081
Stage 1	-	-	-	-	-	-	1022	895	-	1003	882	-
Stage 2	-	-	-	-	-	-	1007	879	-	1022	895	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1614	-	-	1622	-	-	998	870	1083	977	873	1081
Mov Cap-2 Maneuver	-	-	-	-	-	-	998	870	-	977	873	-
Stage 1	-	-	-	-	-	-	1022	895	-	999	878	-
Stage 2	-	-	-	-	-	-	1003	875	-	1006	895	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			3.61			8.38			8.75		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	1083	1614	-	-	1622	-	-	977				
HCM Lane V/C Ratio	0.016	-	-	-	0.004	-	-	0.018				
HCM Control Delay (s/veh)	8.4	0	-	-	7.2	-	-	8.8				
HCM Lane LOS	A	A	-	-	A	-	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0.1				

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑	↘	
Traffic Vol, veh/h	0	0	0	0	0	6
Future Vol, veh/h	0	0	0	0	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	0	7
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	-	3	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	1081	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	1081	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT EBLn1		SBT	SBR		
Capacity (veh/h)	-		-	-		
HCM Lane V/C Ratio	-		-	-		
HCM Control Delay (s/veh)	-		0	-		
HCM Lane LOS	-		A	-		
HCM 95th %tile Q(veh)	-		-	-		

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑	↘	
Traffic Vol, veh/h	0	0	0	0	6	11
Future Vol, veh/h	0	0	0	0	6	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	7	12
Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	-	13	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	1068	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	1068	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB	SB			
HCM Control Delay, s/v	0	0	0			
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR		
Capacity (veh/h)	-	-	-	-		
HCM Lane V/C Ratio	-	-	-	-		
HCM Control Delay (s/veh)	-	0	-	-		
HCM Lane LOS	-	A	-	-		
HCM 95th %tile Q(veh)	-	-	-	-		

Intersection						
Int Delay, s/veh	4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	31	31	11	17	63	11
Future Vol, veh/h	31	31	11	17	63	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	200	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	34	34	12	18	68	12
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	117	74	80	0	-	0
Stage 1	74	-	-	-	-	-
Stage 2	42	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	879	987	1517	-	-	-
Stage 1	948	-	-	-	-	-
Stage 2	980	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	872	987	1517	-	-	-
Mov Cap-2 Maneuver	872	-	-	-	-	-
Stage 1	941	-	-	-	-	-
Stage 2	980	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	9.19	2.9		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1517	-	926	-	-	
HCM Lane V/C Ratio	0.008	-	0.073	-	-	
HCM Control Delay (s/veh)	7.4	-	9.2	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.2	-	-	

Intersection												
Int Delay, s/veh	4.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	16	0	16	16	0	0	6	6	6	0	44	6
Future Vol, veh/h	16	0	16	16	0	0	6	6	6	0	44	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	200	-	-	200	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	17	0	17	17	0	0	7	7	7	0	48	7
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	71	77	51	71	77	10	54	0	0	13	0	0
Stage 1	51	51	-	23	23	-	-	-	-	-	-	-
Stage 2	20	26	-	48	54	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	921	813	1017	921	813	1072	1551	-	-	1605	-	-
Stage 1	962	852	-	995	876	-	-	-	-	-	-	-
Stage 2	999	873	-	966	850	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	917	810	1017	901	810	1072	1551	-	-	1605	-	-
Mov Cap-2 Maneuver	917	810	-	901	810	-	-	-	-	-	-	-
Stage 1	962	852	-	991	873	-	-	-	-	-	-	-
Stage 2	995	870	-	949	850	-	-	-	-	-	-	-
Approach	EB		WB			NB			SB			
HCM Control Delay, s/v	8.87		9.07			2.44			0			
HCM LOS	A		A									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1551	-	-	964	901	1605	-	-				
HCM Lane V/C Ratio	0.004	-	-	0.036	0.019	-	-	-				
HCM Control Delay (s/veh)	7.3	-	-	8.9	9.1	0	-	-				
HCM Lane LOS	A	-	-	A	A	A	-	-				
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-				

Intersection						
Int Delay, s/veh	1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T		T	T
Traffic Vol, veh/h	16	0	94	6	0	33
Future Vol, veh/h	16	0	94	6	0	33
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	0	102	7	0	36
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	141	105	0	0	109	0
Stage 1	105	-	-	-	-	-
Stage 2	36	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	852	949	-	-	1482	-
Stage 1	919	-	-	-	-	-
Stage 2	987	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	852	949	-	-	1482	-
Mov Cap-2 Maneuver	852	-	-	-	-	-
Stage 1	919	-	-	-	-	-
Stage 2	987	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s/v	9.32	0	0			
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	852	1482	-	
HCM Lane V/C Ratio	-	-	0.02	-	-	
HCM Control Delay (s/veh)	-	-	9.3	0	-	
HCM Lane LOS	-	-	A	A	-	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

Intersection												
Int Delay, s/veh	38.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↗	↘			↕			↕	
Traffic Vol, veh/h	25	86	43	37	147	202	76	138	20	114	133	36
Future Vol, veh/h	25	86	43	37	147	202	76	138	20	114	133	36
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	250	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	29	101	51	44	173	238	89	162	24	134	156	42

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	874	811	178	828	820	174	199	0	0	186	0	0
Stage 1	446	446	-	353	353	-	-	-	-	-	-	-
Stage 2	428	365	-	475	467	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	270	314	865	290	310	869	1374	-	-	1389	-	-
Stage 1	592	574	-	664	631	-	-	-	-	-	-	-
Stage 2	605	623	-	570	562	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	60	259	865	148	256	869	1374	-	-	1389	-	-
Mov Cap-2 Maneuver	60	259	-	148	256	-	-	-	-	-	-	-
Stage 1	527	511	-	616	585	-	-	-	-	-	-	-
Stage 2	287	578	-	384	500	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s/veh	0.86		60.4		2.53		3.17	
HCM LOS	F		F					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	570	-	-	192	148	432	695	-	-
HCM Lane V/C Ratio	0.065	-	-	0.943	0.295	0.949	0.097	-	-
HCM Control Delay (s/veh)	7.8	0	-	100.9	39.3	62.6	7.9	0	-
HCM Lane LOS	A	A	-	F	E	F	A	A	-
HCM 95th %tile Q(veh)	0.2	-	-	7.6	1.2	11.1	0.3	-	-

Intersection												
Int Delay, s/veh	4.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↱			↱	↰	↰	↱		↰		↰
Traffic Vol, veh/h	4	312	54	36	552	63	32	12	23	62	19	14
Future Vol, veh/h	4	312	54	36	552	63	32	12	23	62	19	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	220	-	-	-	-	200	250	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	355	61	41	627	72	36	14	26	70	22	16

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	699	0	0	416	0	0	1114	1175	385	1080	1134	627
Stage 1	-	-	-	-	-	-	394	394	-	709	709	-
Stage 2	-	-	-	-	-	-	720	781	-	370	425	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	898	-	-	1143	-	-	185	192	662	196	203	483
Stage 1	-	-	-	-	-	-	631	605	-	425	437	-
Stage 2	-	-	-	-	-	-	419	405	-	650	586	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	898	-	-	1143	-	-	150	179	662	163	190	483
Mov Cap-2 Maneuver	-	-	-	-	-	-	150	179	-	163	190	-
Stage 1	-	-	-	-	-	-	628	602	-	400	411	-
Stage 2	-	-	-	-	-	-	361	381	-	607	583	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0.1			0.46			26.25			37.21		
HCM LOS							D			E		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	150	344	898	-	-	1143	-	-	163	483
HCM Lane V/C Ratio	0.243	0.116	0.005	-	-	0.036	-	-	0.431	0.033
HCM Control Delay (s/veh)	36.6	16.8	9	-	-	8.3	-	-	42.7	12.7
HCM Lane LOS	E	C	A	-	-	A	-	-	E	B
HCM 95th %tile Q(veh)	0.9	0.4	0	-	-	0.1	-	-	1.9	0.1

Intersection						
Int Delay, s/veh	1.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	312	0	90	529	0	53
Future Vol, veh/h	312	0	90	529	0	53
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	200	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	367	0	106	622	0	62
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	367	0	1201	367
Stage 1	-	-	-	-	367	-
Stage 2	-	-	-	-	834	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1191	-	204	678
Stage 1	-	-	-	-	701	-
Stage 2	-	-	-	-	426	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1191	-	186	678
Mov Cap-2 Maneuver	-	-	-	-	186	-
Stage 1	-	-	-	-	701	-
Stage 2	-	-	-	-	388	-
Approach	EB	WB		NB		
HCM Control Delay, s/v	0	1.21		10.84		
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	678	-	-	1191	-	
HCM Lane V/C Ratio	0.092	-	-	0.089	-	
HCM Control Delay (s/veh)	10.8	-	-	8.3	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.3	-	-	0.3	-	

Intersection												
Int Delay, s/veh	4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	175	0	90	332	108	0	0	53	84	0	0
Future Vol, veh/h	0	175	0	90	332	108	0	0	53	84	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	190	0	98	361	117	0	0	58	91	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	478	0	0	190	0	0	747	864	190	805	805	420
Stage 1	-	-	-	-	-	-	190	190	-	615	615	-
Stage 2	-	-	-	-	-	-	557	674	-	190	190	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1084	-	-	1384	-	-	329	292	852	301	316	634
Stage 1	-	-	-	-	-	-	812	743	-	478	482	-
Stage 2	-	-	-	-	-	-	515	454	-	812	743	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1084	-	-	1384	-	-	306	271	852	260	293	634
Mov Cap-2 Maneuver	-	-	-	-	-	-	306	271	-	260	293	-
Stage 1	-	-	-	-	-	-	812	743	-	445	448	-
Stage 2	-	-	-	-	-	-	479	422	-	757	743	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			1.32			9.53			26.11		
HCM LOS							A			D		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	852	1084	-	-	1384	-	-	260
HCM Lane V/C Ratio	0.068	-	-	-	0.071	-	-	0.351
HCM Control Delay (s/veh)	9.5	0	-	-	7.8	-	-	26.1
HCM Lane LOS	A	A	-	-	A	-	-	D
HCM 95th %tile Q(veh)	0.2	0	-	-	0.2	-	-	1.5

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑			↑
Traffic Vol, veh/h	0	175	296	36	0	0
Future Vol, veh/h	0	175	296	36	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	190	322	39	0	0
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	341
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	701
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	701
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s/v	0	0		0		
HCM LOS				A		
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	-		
HCM Lane V/C Ratio	-	-	-	-		
HCM Control Delay (s/veh)	-	-	-	0		
HCM Lane LOS	-	-	-	A		
HCM 95th %tile Q(veh)	-	-	-	-		

Intersection				
Intersection Delay, s/veh	4.5			
Intersection LOS	A			
Approach	EB	WB	NB	SB
Entry Lanes	1	1	1	1
Conflicting Circle Lanes	1	1	1	1
Adj Approach Flow, veh/h	161	313	0	117
Demand Flow Rate, veh/h	165	320	0	119
Vehicles Circulating, veh/h	119	36	224	220
Vehicles Exiting, veh/h	220	188	60	136
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	4.2	4.8	0.0	4.3
Approach LOS	A	A	-	A
Lane	Left	Left	Left	Left
Designated Moves	LTR	LTR	LTR	LTR
Assumed Moves	LTR	LTR	LTR	LTR
RT Channelized				
Lane Util	1.000	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976	4.976
A (Intercept)	1380	1380	1380	1380
B (Slope)	1.02e-3	1.02e-3	1.02e-3	1.02e-3
Entry Flow, veh/h	165	320	0	119
Cap Entry Lane, veh/h	1222	1330	1098	1103
Entry HV Adj Factor	0.979	0.980	1.000	0.980
Flow Entry, veh/h	161	313	0	117
Cap Entry, veh/h	1196	1303	1098	1080
V/C Ratio	0.135	0.241	0.000	0.108
Control Delay, s/veh	4.2	4.8	3.3	4.3
LOS	A	A	A	A
95th %tile Queue, veh	0	1	0	0

Intersection												
Int Delay, s/veh	2.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	74	0	36	126	36	0	0	53	21	0	0
Future Vol, veh/h	0	74	0	36	126	36	0	0	53	21	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	80	0	39	137	39	0	0	58	23	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	176	0	0	80	0	0	296	335	80	315	315	157
Stage 1	-	-	-	-	-	-	80	80	-	235	235	-
Stage 2	-	-	-	-	-	-	215	254	-	80	80	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1400	-	-	1517	-	-	657	586	980	637	601	889
Stage 1	-	-	-	-	-	-	928	828	-	768	711	-
Stage 2	-	-	-	-	-	-	787	697	-	928	828	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1400	-	-	1517	-	-	640	570	980	584	585	889
Mov Cap-2 Maneuver	-	-	-	-	-	-	640	570	-	584	585	-
Stage 1	-	-	-	-	-	-	928	828	-	748	692	-
Stage 2	-	-	-	-	-	-	767	679	-	873	828	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			1.35			8.9			11.41		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	980	1400	-	-	1517	-	-	584
HCM Lane V/C Ratio	0.059	-	-	-	0.026	-	-	0.039
HCM Control Delay (s/veh)	8.9	0	-	-	7.4	-	-	11.4
HCM Lane LOS	A	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	0.2	0	-	-	0.1	-	-	0.1

Intersection												
Int Delay, s/veh	3.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	32	0	36	54	36	0	0	21	21	0	0
Future Vol, veh/h	0	32	0	36	54	36	0	0	21	21	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	35	0	39	59	39	0	0	23	23	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	98	0	0	35	0	0	172	211	35	191	191	78
Stage 1	-	-	-	-	-	-	35	35	-	157	157	-
Stage 2	-	-	-	-	-	-	137	176	-	35	35	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1495	-	-	1577	-	-	791	686	1038	769	704	982
Stage 1	-	-	-	-	-	-	981	866	-	846	768	-
Stage 2	-	-	-	-	-	-	866	753	-	981	866	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1495	-	-	1577	-	-	772	669	1038	733	686	982
Mov Cap-2 Maneuver	-	-	-	-	-	-	772	669	-	733	686	-
Stage 1	-	-	-	-	-	-	981	866	-	825	749	-
Stage 2	-	-	-	-	-	-	845	735	-	959	866	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			2.1			8.55			10.07		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	1038	1495	-	-	1577	-	-	733
HCM Lane V/C Ratio	0.022	-	-	-	0.025	-	-	0.031
HCM Control Delay (s/veh)	8.5	0	-	-	7.3	-	-	10.1
HCM Lane LOS	A	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	0.1	0	-	-	0.1	-	-	0.1

Intersection						
Int Delay, s/veh	1.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	11	0	0	21	36	18
Future Vol, veh/h	11	0	0	21	36	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	200	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	0	0	23	39	20
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	72	49	59	0	-	0
Stage 1	49	-	-	-	-	-
Stage 2	23	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	932	1020	1545	-	-	-
Stage 1	974	-	-	-	-	-
Stage 2	1000	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	932	1020	1545	-	-	-
Mov Cap-2 Maneuver	932	-	-	-	-	-
Stage 1	974	-	-	-	-	-
Stage 2	1000	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	8.91	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1545	-	932	-	-	
HCM Lane V/C Ratio	-	-	0.013	-	-	
HCM Control Delay (s/veh)	0	-	8.9	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0	-	0	-	-	

Intersection												
Int Delay, s/veh	5.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	0	18	0	18	0	0	11	11	0	0
Future Vol, veh/h	0	0	0	18	0	18	0	0	11	11	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	20	0	20	0	0	12	12	0	0
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	20	0	0	1	0	0	40	60	1	50	50	10
Stage 1	-	-	-	-	-	-	1	1	-	49	49	-
Stage 2	-	-	-	-	-	-	39	59	-	1	1	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1597	-	-	1622	-	-	964	831	1083	950	841	1072
Stage 1	-	-	-	-	-	-	1022	895	-	964	854	-
Stage 2	-	-	-	-	-	-	976	846	-	1022	895	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1597	-	-	1622	-	-	952	821	1083	928	831	1072
Mov Cap-2 Maneuver	-	-	-	-	-	-	952	821	-	928	831	-
Stage 1	-	-	-	-	-	-	1022	895	-	953	844	-
Stage 2	-	-	-	-	-	-	964	836	-	1011	895	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			3.62			8.36			8.93		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	1083	1597	-	-	1622	-	-	928				
HCM Lane V/C Ratio	0.011	-	-	-	0.012	-	-	0.013				
HCM Control Delay (s/veh)	8.4	0	-	-	7.2	-	-	8.9				
HCM Lane LOS	A	A	-	-	A	-	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0				

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑	↘	
Traffic Vol, veh/h	0	0	0	0	0	18
Future Vol, veh/h	0	0	0	0	0	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	0	20
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	-	10	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	1072	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	1072	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT EBLn1		SBT	SBR		
Capacity (veh/h)	-	-	-	-		
HCM Lane V/C Ratio	-	-	-	-		
HCM Control Delay (s/veh)	-	0	-	-		
HCM Lane LOS	-	A	-	-		
HCM 95th %tile Q(veh)	-	-	-	-		

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑	↘	
Traffic Vol, veh/h	0	0	0	0	18	36
Future Vol, veh/h	0	0	0	0	18	36
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	20	39
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	-	39	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	1032	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	1032	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT EBLn1		SBT	SBR		
Capacity (veh/h)	-	-	-	-		
HCM Lane V/C Ratio	-	-	-	-		
HCM Control Delay (s/veh)	-	0	-	-		
HCM Lane LOS	-	A	-	-		
HCM 95th %tile Q(veh)	-	-	-	-		

Intersection						
Int Delay, s/veh	2.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	21	21	36	54	85	36
Future Vol, veh/h	21	21	36	54	85	36
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	200	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	23	39	59	92	39
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	249	112	132	0	-	0
Stage 1	112	-	-	-	-	-
Stage 2	137	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	740	941	1454	-	-	-
Stage 1	913	-	-	-	-	-
Stage 2	890	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	720	941	1454	-	-	-
Mov Cap-2 Maneuver	720	-	-	-	-	-
Stage 1	888	-	-	-	-	-
Stage 2	890	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	9.68	3.02		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1454	-	816	-	-	
HCM Lane V/C Ratio	0.027	-	0.056	-	-	
HCM Control Delay (s/veh)	7.5	-	9.7	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-	

Intersection												
Int Delay, s/veh	2.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↔		↔	↔	
Traffic Vol, veh/h	11	0	11	11	0	0	18	18	18	0	101	18
Future Vol, veh/h	11	0	11	11	0	0	18	18	18	0	101	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	200	-	-	200	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	0	12	12	0	0	20	20	20	0	110	20
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	178	198	120	178	198	29	129	0	0	39	0	0
Stage 1	120	120	-	68	68	-	-	-	-	-	-	-
Stage 2	59	78	-	110	129	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	784	698	932	784	698	1045	1456	-	-	1571	-	-
Stage 1	885	797	-	942	838	-	-	-	-	-	-	-
Stage 2	953	830	-	895	789	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	773	688	932	763	688	1045	1456	-	-	1571	-	-
Mov Cap-2 Maneuver	773	688	-	763	688	-	-	-	-	-	-	-
Stage 1	885	797	-	929	827	-	-	-	-	-	-	-
Stage 2	940	819	-	884	789	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s/v	9.38		9.79		2.5		0					
HCM LOS	A		A									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1456	-	-	845	763	1571	-	-				
HCM Lane V/C Ratio	0.013	-	-	0.028	0.016	-	-	-				
HCM Control Delay (s/veh)	7.5	-	-	9.4	9.8	0	-	-				
HCM Lane LOS	A	-	-	A	A	A	-	-				
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-				

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	0	63	18	0	108
Future Vol, veh/h	11	0	63	18	0	108
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	0	68	20	0	117
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	196	78	0	0	88	0
Stage 1	78	-	-	-	-	-
Stage 2	117	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	793	982	-	-	1508	-
Stage 1	945	-	-	-	-	-
Stage 2	908	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	793	982	-	-	1508	-
Mov Cap-2 Maneuver	793	-	-	-	-	-
Stage 1	945	-	-	-	-	-
Stage 2	908	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s/v	9.61	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	- 793		1508	-	
HCM Lane V/C Ratio	-	- 0.015		-	-	
HCM Control Delay (s/veh)	-	- 9.6		0	-	
HCM Lane LOS	-	- A		A	-	
HCM 95th %tile Q(veh)	-	- 0		0	-	

MITIGATED TRAFFIC ANALYSIS

Intersection	
Intersection Delay, s/veh	193
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	35	129	63	116	45	164	23	122	21	352	208	12
Future Vol, veh/h	35	129	63	116	45	164	23	122	21	352	208	12
Peak Hour Factor	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	51	190	93	171	66	241	34	179	31	518	306	18
Number of Lanes	0	1	0	1	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	2	1
HCM Control Delay, s/veh	37.9	26.9	26.1	397.4
HCM LOS	E	D	D	F

Lane	NBLn1	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	14%	15%	100%	0%	62%
Vol Thru, %	73%	57%	0%	22%	36%
Vol Right, %	13%	28%	0%	78%	2%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	166	227	116	209	572
LT Vol	23	35	116	0	352
Through Vol	122	129	0	45	208
RT Vol	21	63	0	164	12
Lane Flow Rate	244	334	171	307	841
Geometry Grp	2	4a	5	5	2
Degree of Util (X)	0.569	0.746	0.42	0.666	1.822
Departure Headway (Hd)	10.333	10.224	10.894	9.791	7.796
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	352	357	333	372	471
Service Time	8.333	8.224	8.594	7.491	5.863
HCM Lane V/C Ratio	0.693	0.936	0.514	0.825	1.786
HCM Control Delay, s/veh	26.1	37.9	21.3	30	397.4
HCM Lane LOS	D	E	C	D	F
HCM 95th-tile Q	3.4	5.8	2	4.6	53

HCM 7th Signalized Intersection Summary

1: Boss Range Rd & Range Rd/Wiley Rd

MITIGATED Buildout AM

Range Creek TIA

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	130	64	116	45	115	23	97	21	215	140	11
Future Volume (veh/h)	35	130	64	116	45	115	23	97	21	215	140	11
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	51	191	94	171	66	169	34	143	31	316	206	16
Peak Hour Factor	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	473	424	209	441	167	426	568	612	133	607	704	55
Arrive On Green	0.36	0.36	0.36	0.36	0.36	0.36	0.41	0.41	0.41	0.41	0.41	0.41
Sat Flow, veh/h	1145	1183	582	1094	465	1191	1159	1489	323	1211	1713	133
Grp Volume(v), veh/h	51	0	285	171	0	235	34	0	174	316	0	222
Grp Sat Flow(s),veh/h/ln	1145	0	1766	1094	0	1656	1159	0	1812	1211	0	1846
Q Serve(g_s), s	1.4	0.0	4.8	5.5	0.0	4.1	0.8	0.0	2.4	9.0	0.0	3.1
Cycle Q Clear(g_c), s	5.5	0.0	4.8	10.3	0.0	4.1	3.9	0.0	2.4	11.4	0.0	3.1
Prop In Lane	1.00		0.33	1.00		0.72	1.00		0.18	1.00		0.07
Lane Grp Cap(c), veh/h	473	0	632	441	0	593	568	0	745	607	0	759
V/C Ratio(X)	0.11	0.00	0.45	0.39	0.00	0.40	0.06	0.00	0.23	0.52	0.00	0.29
Avail Cap(c_a), veh/h	736	0	1038	693	0	973	1820	0	2703	1915	0	2754
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	11.4	0.0	9.6	13.5	0.0	9.4	9.0	0.0	7.5	11.2	0.0	7.7
Incr Delay (d2), s/veh	0.1	0.0	0.5	0.6	0.0	0.4	0.0	0.0	0.2	0.7	0.0	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	1.5	1.2	0.0	1.2	0.2	0.0	0.7	1.8	0.0	0.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	11.5	0.0	10.1	14.1	0.0	9.8	9.0	0.0	7.6	11.9	0.0	7.9
LnGrp LOS	B		B	B		A	A		A	B		A
Approach Vol, veh/h	336			406			208			538		
Approach Delay, s/veh	10.3			11.6			7.9			10.2		
Approach LOS	B			B			A			B		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	20.5			18.5			20.5			18.5		
Change Period (Y+Rc), s	4.5			4.5			4.5			4.5		
Max Green Setting (Gmax), s	58.1			22.9			58.1			22.9		
Max Q Clear Time (g_c+I1), s	5.9			7.5			13.4			12.3		
Green Ext Time (p_c), s	1.2			1.7			2.6			1.6		
Intersection Summary												
HCM 7th Control Delay, s/veh	10.3											
HCM 7th LOS	B											

HCM 7th Signalized Intersection Summary

MITIGATED Buildout PM

1: Boss Range Rd & Range Rd/Wiley Rd

Range Creek TIA

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	25	86	43	37	147	202	76	138	20	114	133	36
Future Volume (veh/h)	25	86	43	37	147	202	76	138	20	114	133	36
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	29	101	51	44	173	238	89	162	24	134	156	42
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	418	428	216	637	260	358	526	493	73	537	439	118
Arrive On Green	0.36	0.36	0.36	0.36	0.36	0.36	0.31	0.31	0.31	0.31	0.31	0.31
Sat Flow, veh/h	975	1172	592	1235	713	981	1185	1592	236	1198	1419	382
Grp Volume(v), veh/h	29	0	152	44	0	411	89	0	186	134	0	198
Grp Sat Flow(s),veh/h/ln	975	0	1764	1235	0	1694	1185	0	1828	1198	0	1802
Q Serve(g_s), s	0.7	0.0	1.7	0.7	0.0	5.6	1.7	0.0	2.2	2.7	0.0	2.4
Cycle Q Clear(g_c), s	6.3	0.0	1.7	2.4	0.0	5.6	4.1	0.0	2.2	4.8	0.0	2.4
Prop In Lane	1.00		0.34	1.00		0.58	1.00		0.13	1.00		0.21
Lane Grp Cap(c), veh/h	418	0	644	637	0	618	526	0	566	537	0	557
V/C Ratio(X)	0.07	0.00	0.24	0.07	0.00	0.67	0.17	0.00	0.33	0.25	0.00	0.36
Avail Cap(c_a), veh/h	870	0	1462	1210	0	1404	2651	0	3844	2685	0	3789
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.0	0.0	6.1	6.9	0.0	7.4	9.0	0.0	7.3	9.2	0.0	7.4
Incr Delay (d2), s/veh	0.1	0.0	0.2	0.0	0.0	1.2	0.2	0.0	0.3	0.2	0.0	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.4	0.1	0.0	1.3	0.3	0.0	0.5	0.5	0.0	0.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	10.1	0.0	6.3	7.0	0.0	8.6	9.1	0.0	7.7	9.4	0.0	7.8
LnGrp LOS	B		A	A		A	A		A	A		A
Approach Vol, veh/h	181			455			275			332		
Approach Delay, s/veh	6.9			8.4			8.1			8.5		
Approach LOS	A			A			A			A		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	13.0			14.6			13.0			14.6		
Change Period (Y+Rc), s	4.5			4.5			4.5			4.5		
Max Green Setting (Gmax), s	58.1			22.9			58.1			22.9		
Max Q Clear Time (g_c+I1), s	6.1			8.3			6.8			7.6		
Green Ext Time (p_c), s	1.5			0.8			1.7			2.5		
Intersection Summary												
HCM 7th Control Delay, s/veh	8.2											
HCM 7th LOS	A											

TRAFFIC SIGNAL WARRANT ANALYSIS (2011 TXMUTCD)

MAJOR STREET:	<u>Boss Range Road</u>	NB	SB	# OF APPROACH LANES:	1
MINOR STREET:	<u>Wiley Road / Range Road</u>	EB	WB	# OF APPROACH LANES:	1
CITY, STATE:	<u>Justin, TX</u>				
COMMENTS:	<u>Buildout (2030) Volumes</u>				

ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000 (Y OR N):

N

85TH PERCENTILE SPEED OR POSTED SPEED LIMIT GREATER THAN 40 MPH ON MAJOR STREET (Y OR N):

N

			Boss Range Road		Total	Wiley Road / Range Road		Minor Street Heavy Leg
			NB Approach	SB Approach		EB Approach	WB Approach	
07:00 AM	TO	07:00 AM	120	364	484	227	276	276
08:00 AM	TO	08:00 AM	0	0	0	0	0	0
09:00 AM	TO	09:00 AM	0	0	0	0	0	0
10:00 AM	TO	10:00 AM	0	0	0	0	0	0
11:00 AM	TO	11:00 AM	0	0	0	0	0	0
12:00 PM	TO	12:00 PM	0	0	0	0	0	0
01:00 PM	TO	01:00 PM	0	0	0	0	0	0
02:00 PM	TO	02:00 PM	0	0	0	0	0	0
03:00 PM	TO	03:00 PM	0	0	0	0	0	0
04:00 PM	TO	04:00 PM	212	283	495	154	384	384
05:00 PM	TO	05:00 PM	0	0	0	0	0	0
06:00 PM	TO	06:00 PM	0	0	0	0	0	0
07:00 PM	TO	07:00 PM	0	0	0	0	0	0

Warrant	Description	Warrant Met?
1	Eight-Hour Volume	Warrant NOT Met
2	Four-Hour Volume	Warrant NOT Met
3	Peak Hour Volume	Warrant NOT Met
4	Pedestrian Volume	Not Evaluated
5	School Crossing	N/A
6	Coordinated Signal System	N/A
7	Crash Experience	Not Evaluated
8	Roadway Network	N/A
9	Intersection Near a Grade Crossing	N/A

01/21/25
Kimley-Horn and Associates, Inc.

TRAFFIC SIGNAL WARRANT ANALYSIS (2011 TXMUTCD)

MAJOR STREET: Boss Range Road NB SB # OF APPROACH LANES: 1

MINOR STREET: Wiley Road / Range Road EB WB # OF APPROACH LANES: 1

CITY, STATE: Justin, TX

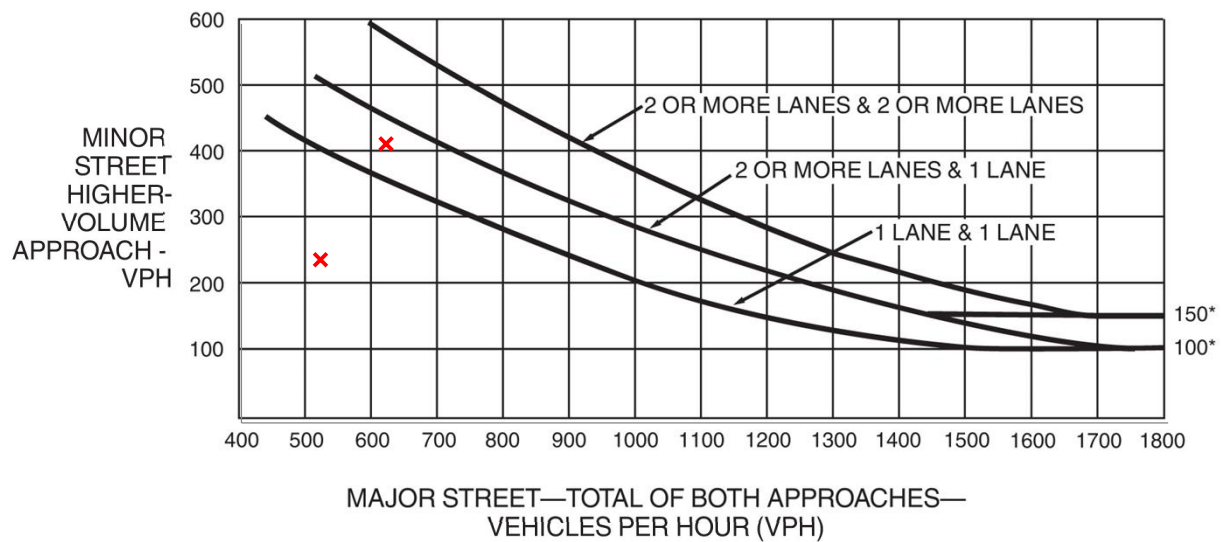
COMMENTS: Buildout (2030) Volumes

ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000 (Y OR N): N
 85TH PERCENTILE SPEED OR POSTED SPEED LIMIT GREATER THAN 40 MPH ON MAJOR STREET (Y OR N): N

			MAJOR ST TWO-WAY TRAFFIC	MINOR ST TRAFFIC HEAVY LEG	WARRANT 1 - Condition A, Part 1			WARRANT 1 - Condition B, Part 1			WARRANT 1 - Condition A, Part 2			WARRANT 1 - Condition B, Part 2			WARRANT 2 Four-Hour	WARRANT 3 Peak Hour
THRESHOLD VALUES					MAIN LINE	SIDE STREET	BOTH MET	MAIN LINE	SIDE STREET	BOTH MET	MAIN LINE	SIDE STREET	BOTH MET	MAIN LINE	SIDE STREET	BOTH MET		
06:00 AM	TO	07:00 AM	484	276	500	150		750	75		400	120		600	60		Y	
07:00 AM	TO	08:00 AM	0	0		Y			Y		Y	Y	Y		Y			
08:00 AM	TO	09:00 AM	0	0														
09:00 AM	TO	10:00 AM	0	0														
10:00 AM	TO	11:00 AM	0	0														
11:00 AM	TO	12:00 PM	0	0														
12:00 PM	TO	01:00 PM	0	0														
01:00 PM	TO	02:00 PM	0	0														
02:00 PM	TO	03:00 PM	0	0														
03:00 PM	TO	04:00 PM	495	384		Y			Y		Y	Y	Y		Y		Y	
04:00 PM	TO	05:00 PM	0	0														
05:00 PM	TO	06:00 PM	0	0														
06:00 PM	TO	07:00 PM	0	0														
			979	660	0	2	0	0	2	0	2	2	2	0	2	0	2	0
					8 HOURS NEEDED			8 HOURS NEEDED			8 HOURS NEEDED for both Condition A & B						4 HRS NEEDED	1 HR NEEDED
					NOT SATISFIED			NOT SATISFIED			NOT SATISFIED						NOT SATISFIED	NOT SATISFIED

01/21/25
 Kimley-Horn and Associates, Inc.

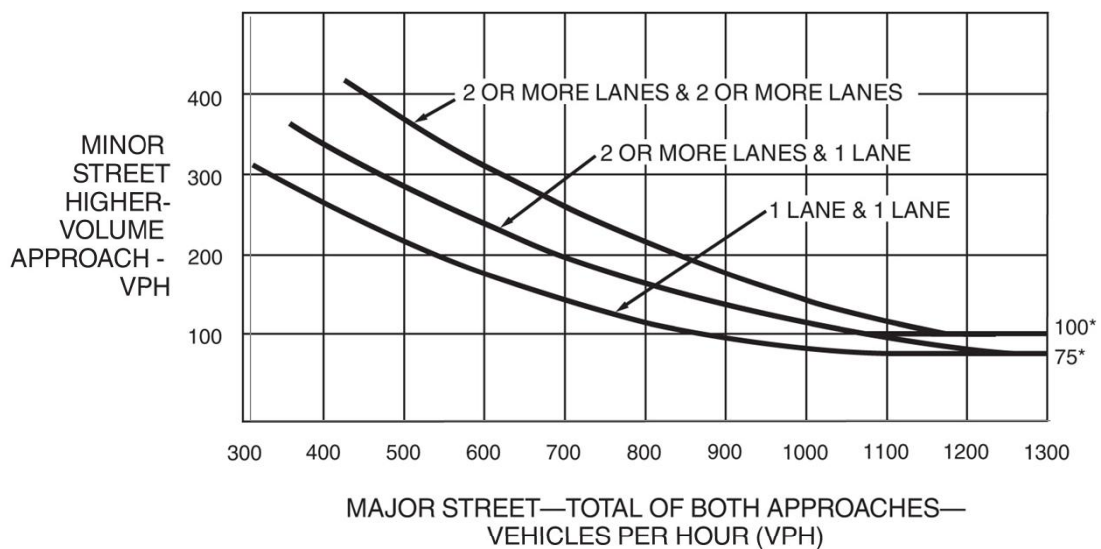
Figure 4C-3. Warrant 3, Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

ORDINANCE NO. XXX-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 538.99 ACRES OF LAND, GENERALLY LOCATED SOUTH OF FM 407 AND WEST OF BOSS RANGE ROAD, FROM SF-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO PLANNED DEVELOPMENT (PD) DISTRICT TO BE KNOWN AS “CUESTA PD”; ADOPTING DEVELOPMENT REGULATIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT OF ZONING MAP; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas (the “City”) is a home-rule municipality with full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Justin, in compliance with the laws of the State of Texas and the ordinances of the City, have given the requisite notices by publication and otherwise, and have held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in and situated in the affected area; and

WHEREAS, the City Council has determined that this ordinance promotes the health, safety, morals, and general welfare of the City and its inhabitants and is in the best interest of the City and consistent with the City's Comprehensive Plan and Zoning Ordinance; and

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative determinations of the City Council and are incorporated herein as if fully set forth herein.

SECTION 2. The official zoning map of the City of Justin is hereby amended to rezone approximately 538.99 acres of land, more particularly described in *Exhibit "A"* attached hereto and incorporated herein by reference, from **Single-Family Residential District (SF-2)** to **Planned Development District (PD)** to be known as the **Cuesta PD**, subject to the development regulations and Concept Plan attached hereto which are incorporated herein.

SECTION 3. That this Ordinance shall be cumulative of all other ordinances of the City of Justin, Texas, and this ordinance shall not operate to repeal or affect any such ordinance except so far as the provisions are inconsistent or in conflict, in which event such other ordinance is repealed.

SECTION 4. If any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. The fact that the present ordinances and regulations of the City of Justin, Texas are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Justin, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

DULY PASSED by the City Council of the City of Justin, Texas, on the xxth day of ____ 2025.

On first reading, the xx day of xx 2025.

On the second and final reading, the xx day of March 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

Article 7 – Old Town Historic District

Section 52.701 - Establishment

The Old Town Historic Preservation District is hereby established with the boundaries described in Figure 7.1.



Figure 7.1

Section 52.702 - Modifications

Any modifications, demolitions, or new developments within the district shall require a Certificate of Appropriateness issued and approved by the City Council.

Section 52.703 - Regulations

The following guidelines shall apply to all structures and developments within the district:

1. Preservation of historic facades, materials, and architectural details;
2. Compatibility of new construction with the historic character of the district by matching architecture, site layout, materials, or functionality;
3. Use of historically appropriate materials and color schemes;
4. Encouragement of adaptive reuse of historic buildings;
5. Limitations on demolitions including a 60 day hold, requiring economic hardship justification and public hearings for approval;
6. Strict height, setback, and design requirements to maintain historic character based on the existing street building fabric;
7. All exterior alterations must conform to the district's historic design guidelines.

Section 52.704 – Incentives

The City may provide incentives, including grants and tax abatements, to property owners who engage in preservation efforts consistent with these guidelines.

ORDINANCE NO. 799-25

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, ESTABLISHING THE OLD TOWN HISTORIC PRESERVATION DISTRICT; PROVIDING GUIDELINES FOR PRESERVATION AND DEVELOPMENT; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Justin, Texas, declares that the protection, preservation, and enhancement of architecturally significant and historic structures is necessary to promote the economic, cultural, educational, and general welfare of the City;

WHEREAS, the unique identity and history of the area described and identified herein has produced significant historic, architectural, and cultural resources; and

WHEREAS, the City Council finds that the establishment of the Old Town Historic Preservation District, will encourage preservation, economic development, and community identity; and

WHEREAS, all constitutional, statutory, and legal prerequisites for the passage of this Ordinance have been met, including but not limited to the Open Meetings Act; and

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

SECTION 1. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2. That chapter 52 of the City of Justin Code of Ordinances is hereby amended through the revision of Article 7:

"(a) The Old Town Historic Preservation District is hereby established with the boundaries described in Exhibit A.

(b) Any modifications, demolitions, or new developments within the district shall require a Certificate of Appropriateness issued and approved by the City Council.

(c) The following guidelines shall apply to all structures and developments within the district:

1. Preservation of historic facades, materials, and architectural details;
2. Compatibility of new construction with the historic character of the district by matching architecture, site layout, materials, or functionality;
3. Use of historically appropriate materials and color schemes;
4. Encouragement of adaptive reuse of historic buildings;
5. Limitations on demolitions including a 60-day hold, requiring economic hardship justification and public hearings for approval;
6. Strict height, setback, and design requirements to maintain historic character based on the existing street building fabric;
7. All exterior alterations must conform to the district's historic design guidelines.

(d) The City may provide incentives, including grants and tax abatements, to property owners who engage in preservation efforts consistent with these guidelines."

SECTION 3. That this Ordinance shall be cumulative of all other ordinances of the City of Justin, Texas, and this ordinance shall not operate to repeal or affect any such ordinance except so far as the provisions are inconsistent or in conflict, in which event such other ordinance is repealed.

SECTION 4. If any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. The fact that the present ordinances and regulations of the City of Justin, Texas are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Justin, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

DULY PASSED by the City Council of the City of Justin, Texas, on the 8th day of May 2025.

On first reading, the 8th day of May 2025.

On the second and final reading, the 22nd day of May 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
May 8, 2025
415 N. COLLEGE AVE.

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

Title: Consider approving Resolution 753-25 supporting the stance on Texas Legislative Bills; and take appropriate action.

Department: Administration

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

Recommendation:

Staff recommends consideration. City Council can include additional bills as part of the motion.

Background:

Background

As part of the City of Justin's ongoing legislative tracking and advocacy efforts, staff has reviewed a number of bills filed during the 89th Regular Session of the Texas Legislature. Several proposed bills raise serious concerns about their potential to restrict local governance, reduce fiscal flexibility, and limit the City's ability to regulate development in a manner that aligns with community values and long-term planning goals.

In early April, members of the City Council participated in Denton County Days at the Capitol, where they met with legislators and staff to advocate on behalf of the Justin community. These visits emphasized the importance of protecting local control, sustaining infrastructure investment, and ensuring cities like Justin can continue to manage growth responsibly.

Key Issues of Concern

The following bills have been identified as particularly harmful to the City of Justin and its residents:

- **SB 1209** – Mandates a uniform election date, reducing local flexibility in managing elections.
 - **HB 924** – Changes the location where sales are taxed, potentially shifting sales tax revenue away from the city.
 - **HB 1433** – Imposes mandatory efficiency audits for political subdivisions that exceed the no-new-revenue rate for five consecutive years.
 - **HB 1519 / SB 533** – Limits bond elections and tax increase authorizations to the November
-

election date only.

- **SB 785 / HB 1835** – Weakens local zoning authority regarding manufactured housing.
- **SB 673** – Prohibits cities from regulating accessory dwelling units (ADUs), including design, occupancy, and parking standards.
- **HB 23 / HB 2977 / SB 2353** – Forces cities to accept third-party review and inspection processes, undermining local development oversight.

Legislation Supported

Staff recommends the City Council formally support:

HB 3727 / SB 1555 – These bills strengthen municipal authority in land use decisions and help cities maintain their extraterritorial jurisdiction (ETJ) in the face of growing preemption threats.

Exhibit A

Attached as Exhibit A is an excerpt from the City’s March 27, 2025, Legislative Update Workshop, with the bills summarized.

City Attorney Review: No

Attachments:

1. Resolution Expressing opposition to bills
2. 3-27-25 COJ Legislative Update Workshop

RESOLUTION NO. 753-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, EXPRESSING OPPOSITION TO CERTAIN BILLS FILED DURING THE 89TH TEXAS LEGISLATIVE SESSION THAT NEGATIVELY IMPACT MUNICIPALITIES; EXPRESSING SUPPORT FOR CERTAIN LEGISLATION THAT PROMOTES LOCAL CONTROL; PROVIDING FOR INCORPORATION OF EXHIBIT A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas, is a home-rule municipality vested with the authority to govern local affairs in the best interest of its residents; and

WHEREAS, the 89th Texas Legislature has introduced several bills that collectively undermine municipal authority, reduce fiscal autonomy, and jeopardize the City's ability to provide essential services and protect the quality of life for its citizens; and

WHEREAS, the City Council has reviewed and identified the following bills as being particularly harmful to the City of Justin and its residents:

SB 1209 – Uniform election date changes that reduce flexibility for local elections and voter access;

HB 924 – Modifies the point of sales tax collection, potentially reducing local revenue;

HB 1433 – Mandates efficiency audits with onerous requirements for cities exceeding the no-new-revenue rate;

HB 1519 / SB 533 – Restricts bond elections to the November uniform date, potentially impairing local funding initiatives;

SB 785 / HB 1835 – Limits cities' ability to regulate the placement of HUD-code manufactured homes;

SB 673 – Prohibits municipalities from regulating accessory dwelling units (ADUs), further eroding land use authority;

HB 23 / HB 2977 / SB 2353 – Forces cities to accept third-party development reviews, weakening inspection standards and public safety oversight;

SB 1844 - Relating to disannexation of certain areas of a municipality for failure to provide services.

WHEREAS, the City Council has reviewed and identified the following bills as being beneficial to the City of Justin and its residents:

HB 3727 / SB 1555 - Relating to a grant program to fund certain railroad grade separation projects.

HB 4207 - Relating to obstructing a railroad crossing and the liability of a railway company for such an obstruction; providing a civil penalty.

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

SECTION 1. That the City of Justin hereby formally opposes the aforementioned bills due to their harmful impacts on municipal authority, fiscal health, and the quality of life of its residents.

SECTION 2. That the City of Justin supports the aforementioned bills that provides needed railroad safety enhancements and operational improvements which are of benefit to the general public.

SECTION 3. That the City Council directs the City Manager to communicate this resolution to State legislators, the Texas Municipal League, and other relevant governmental bodies.

SECTION 4. That this resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin, Texas, on the 8th day of May 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



March 27, 2025 Legislative Update Workshop 89th Legislature City Related Bills Filed

COURT

HJR 140/SJF 27 (Holt/Huffman) - Proposing a constitutional amendment regarding the membership of the State Commission on Judicial Conduct and the authority of the commission and the Texas Supreme Court to more effectively sanction judges and justices for judicial misconduct.

SB 430 (Miles) – **Juvenile Offenses:** Relating to the age of a child at which a juvenile court may exercise jurisdiction over the child and to the minimum age of criminal responsibility.

This bill will: (1) increase the minimum age from 10 years of age to 12 years of age for which a child can be: (a) prosecuted for a misdemeanor punishable by fine only or a violation of a penal ordinance of a political subdivision; or (b) taken into custody for an offense under the jurisdiction of a justice court or municipal court; and (2) increase the minimum age for which a child is presumed incapable of committing an misdemeanor punishable by fine only or a violation of a penal ordinance of a political subdivision from 10 years of age to 12 years of age.

SB 539 (Johnson) – **Appearance by Telephone of Videoconference:** Relating to a defendant's appearance by telephone or videoconference in a justice or municipal court.

This would allow a justice or municipal court judge to allow a defendant to appear for a hearing by telephone or videoconference if the justice or judge determines that appearing in person would impose an undue hardship on the defendant.

SB 989 (Bettencourt) – **Criminal Background Checks for Judges:** Relating to criminal history record information for certain master, magistrate, referee, associate judge, or other court official applicants appointed or employed to serve in a state court.

HB 162/SB 1362 (Cain/Hughes) - Relating to prohibiting the recognition, service, and enforcement of Extreme Risk Protective Orders (ERPO); creating a criminal offense.

An ERPO is a court order, warrant, or executive order intended to reduce the risk of injury or death involving a firearm by: Prohibiting a person from owning, possessing, or receiving a firearm; and Requiring a person to surrender a firearm or otherwise removing a firearm from a person. ERPOs are only covered under this law if they are not based on conduct resulting in a criminal charge.

HB 743 (Bernal) - Municipal Court Fines: Relating to a justice or municipal court's authority to order a defendant confined in jail for failure to pay a fine or cost or for contempt and to the authority of a municipality to enforce the collection of certain fines by imprisonment of the defendant.

HB 1363 (Hernandez) - Judicial Training: Relating to implicit bias training for justices and judges of state courts, judicial officers, certain court personnel, and attorneys licensed to practice law in this state.

HB 1511 (Hickland) - Relating to the authority of a political subdivision to adopt or enforce a juvenile curfew; creating criminal offenses.

This bill repeals certain existing juvenile curfew laws and updates procedures for processing juvenile offenders.

HB 1666 (Canales) - Relating to the expunction of arrest records and files relating to certain nonviolent misdemeanor offenses.

This bill allows individuals to have arrest records and files expunged for certain nonviolent misdemeanor offenses if specific criteria are met.

HB 1748/SB 303 (Darby/Perry) - Court Interpreters: Relating to the appointment of spoken language interpreters for certain court proceedings.

This would allow a court to appoint a spoken language interpreter who is not a certified or licensed court interpreter under certain conditions.

HB 1749/SB 304 (Darby/Perry) – Code Enforcement: Relating to the jurisdiction of municipal courts over health and safety and nuisance abatement ordinances.

HB 1765 (Jones) - Relating to issuance of an arrest warrant or search warrant authorizing the use of a no-knock entry by a peace officer.

HB 1831/HB 2514 (Johnson/Fischer) – Drug Court: Relating to the eligibility to participate in certain drug court programs. This bill allows a municipality establish certain types of drug court programs.

HB 1950 (Capriglione) - Municipal Court Building Security and Technology Funds: Relating to the consolidated municipal court security and technology fund in certain municipalities.

HB 1982 (Hopper) - Relating to limitations on federal authority and federal agents in this state, including the licensure of federal agents and special procedures for executing federal warrants; creating a criminal offense.

HB 2234/SB 1306 (Dutton/Cook) - Relating to the age of criminal responsibility and to certain substantive and procedural matters related to that age.

Unless previously determined, a person may not be prosecuted for or convicted of any offense committed before reaching 18 years of age except for certain offenses.

HB 2847 (Dutton) - Relating to truancy and parental contribution to nonattendance of school; increasing a criminal penalty.

ELECTIONS

SB 891 (Johnson) – **Elections:** Relating to penalties for intimidation and harassment of election officials and election interference; creating criminal offenses.

This bill aims to protect election officials from harassment and interference while carrying out their duties. While we contract with Denton County for elections, this bill would apply to the election officials that are assigned to us.

SB 892 (Johnson) – **Elections:** Relating to voter registration.

This bill focuses on provisions related to voter registration and early voting procedures by allowing individuals to register to vote at polling places during early voting and provides a clear process for handling provisional ballots. It will also streamline the election process by requiring timely verification of ballots and setting a clear deadline for canvassing the vote.

SB 931 (Hall) – **Canvassing:** Relating to the process of canvassing elections.

This bill provide that: (1) the canvassing authority shall compare the precinct returns with the corresponding tally list; (2) the presiding officer of the canvassing authority shall verify that the precinct returns are accurately reflected in the county returns prepared by the general custodian of records; and (3) the general custodian of records shall preserve the records delivered under (2), above, for the period for preserving the precinct election records.

SB 1076 (Hall) – **Voter Identification:** Relating to permitted forms of identification for the purpose of accepting a voter.

This would provide that a driver's license, other than certain driver's license, provisional license, learner license or occupational driver's license issued to specific non-United States citizens or nationals, that has not expired or that expired no earlier than one year before the date of presentation shall be an acceptable form of photo identification for purposes of voting.

SB 1209 (Hughes) – **Uniform Election Date:** Relating to the uniform election date.

*This bill amends the Texas Election Code to establish a uniform election date, specifically designating that runoff elections shall be held on a Tuesday instead of the previously allowed Saturday. It also modifies the heading of Section 41.001 to reflect the singular "UNIFORM ELECTION DATE" and clarifies that all elections in Texas, with certain exceptions, must occur on a Tuesday. **Additionally, the bill mandates that political subdivisions holding general elections on dates other than the November uniform election date must change to the November date by December 31, 2025. Further amendments include the repeal of specific provisions related to election dates and the removal of the option for elections to be held on Saturdays.** The bill also specifies that if a special election is required by law, it must be held on an authorized uniform election date within the designated period unless it is not feasible.*

HB 1661 (Vasut) – Election Supplies: Relating to election supplies and the conduct of elections; creating criminal offenses; increasing criminal penalties.

This bill imposes criminal penalties for failures or obstructions related to the procurement, distribution, or handling of election materials.

HB 1968 (Cook) – Election Services Contracts: Relating to a duty to contract for election services furnished for an election held on the first Saturday in May in an even-numbered year.

This bill provides that if requested to do so by a political subdivision, including a city, the county elections administrator shall enter into a contract to furnish the election services requested, in accordance with a cost schedule agreed on by the contracting parties.

HB 2082 (Bucy) – Elections: Relating to ensuring access to the right to vote by all eligible voters.

This bill introduces numerous changes to voting procedures, including voter registration at polling places, extended early voting, electronic absentee ballots, and more flexible rules for early voting by mail. There will likely need to be changes to adjust election processes to comply with these changes, especially regarding voter registration at polling places and the new procedures for mail-in ballots and ballot delivery. Additionally, the bill expands access to voting and streamlines the process for both voters and election officials.

HB 2424 (Hayes) – Voter Identification: Relating to acceptable forms of photo identification for the purposes of voting.

This bill would provide that certain driver's license, provisional license, learner license or occupational driver's license issued to specific non-United States citizens or nationals shall not be an acceptable form of photo identification for purposes of voting.

HB 2442 (Bucy) – Early Voting by Mail: Relating to an application for an early voting ballot by mail.

This bill would provide that an application for a ballot to be voted by mail serves as an application both for a ballot for the main election and for any resulting runoff election unless the applicant indicates otherwise on the application.

HB 2502 (Dorazio) – Voting System Equipment: Relating to software installed in certain voting system equipment.

This would provide that, in addition to other requirements for approval of a voting system or voting system equipment to be used in an election, each unit of electronic equipment in a voting system must be equipped with software that: (1) tracks all input and activity on the electronic equipment; (2) is capable of creating a record of the information tracked; and (3) cannot be disabled.

HB 2579 (Olcott) – Polling Location: Relating to the use of a public school as a polling place. *This bill provided that a polling place may not be located on a public primary or secondary school campus.*

FINANCE

SB 1253 (Perry) – impact fee credits related to water and wastewater management in developments.

The bill is designed to incentivize developers and builders to integrate water conservation, reuse, and efficiency technologies into new developments. The primary goal of the bill is to provide financial credits against water and wastewater impact fees, which are typically assessed to developers when they construct new developments that require water and wastewater services. By offering credits for adopting water-saving practices, the bill seeks to promote environmental sustainability and reduce the strain on local infrastructure. While the bill aims to incentivize water conservation, the credits provided could reduce the revenue generated from impact fees, which are typically used to fund infrastructure projects.

HB 217 (Harrison) - Relating to the vote required in an election to approve an ad valorem tax rate that exceeds a taxing unit's voter-approval tax rate; making conforming changes.

This bill would raise the threshold to 60% for the Voter Approved Rate above 3.5%.

HB 250 (Harrison) - Relating to the calculation of certain ad valorem tax rates of a taxing unit and the manner in which a proposed ad valorem tax rate that exceeds the voter-approval tax rate is approved; making conforming changes.

This bill does not look coherent in its current state, but is an obvious attempt to limit the ability of taxing jurisdictions to during the approval process. It also removes the exemption of some taxing jurisdiction (mainly higher ed) to approve up to the 8% mark. We fully expect a committee substitute with more detail.

HB 416 (Tepper) - Relating to the deadlines for performing various functions in connection with the ad valorem tax system.

This bill extends the appraisal districts window for providing certified data. This would help fix some collection rate issues, but would significantly shorten the window to adopt our tax rate.

- ***Certification of Appraisal Rolls:*** *The deadline for chief appraisers to prepare and certify appraisal rolls to tax assessors is extended from July 25 to August 25.*
- ***Submission of Appraisal Rolls and Collection Rates:*** *Tax assessors and collectors are granted more time, moving their submission deadline from August 1 to September 1.*
- ***Calculation and Posting of Tax Rates:*** *The deadline for designated officers or employees to calculate and post tax rates is shifted from August 7 to September 7.*
- ***Adoption of Tax Rates by Governing Bodies:*** *The timeframe for governing bodies to adopt tax rates is adjusted from the 60th day to the 30th day after receiving the certified appraisal roll.*
- ***Appraisal Review Board Approvals:*** *The deadline for appraisal review boards to approve appraisal records is moved from July 20 to August 20.*
- ***Filing of Protests by Property Owners:*** *The period for property owners to file protests is extended from the 30th day to the 60th day after receiving notice.*

HB 763 (Cain) - Relating to the repeal of provisions authorizing certain taxing units in the year following the year in which a disaster occurs to adopt an ad valorem tax rate that exceeds the voter-approval tax rate without holding an election to approve the adopted tax rate; making conforming changes.

This removes the disaster provisions and would prevent tax increases above the threshold without voter approval when a disaster is declared.

HB 884/SB 178 (Hernandez/Menendez) - Relating to the municipal sales and use tax for street maintenance.

This bill amends the Texas Tax Code to modify the municipal sales and use tax for street maintenance. The bill introduces new provisions allowing municipalities to reauthorize the tax for a period of either eight or ten years, provided that a majority of voters in the last two elections favored the tax and it has not expired since those elections. The reauthorization process will follow the same procedures as the initial adoption of the tax, with specific ballot language detailing the tax's purpose and expiration terms. Additionally, the bill clarifies that the tax revenue can be used for maintaining and repairing municipal streets, sidewalks, and related water, wastewater, or stormwater systems.

The bill also updates the expiration terms for the sales and use tax, specifying that the tax will expire on the first day of the first calendar quarter after the fourth, eighth, or tenth anniversary of its last reauthorization, depending on the circumstances. The changes made by this bill will only apply to taxes adopted or reauthorized after the effective date of the bill, ensuring that previously established taxes remain governed by the prior law.

HB 924 (Schofield) - Relating to the location where certain sales are consummated for purposes of local sales and use taxes.

This bill proposes changes to the Tax Code concerning the determination of where certain sales are consummated for local sales and use tax purposes. Specifically, the bill stipulates that if certain subsections do not apply, a sale of a taxable item is considered consummated at the location in Texas where the item was stored immediately before shipment, delivery, or transfer of possession to the customer. This represents a change from the current law, which may consider the location where the item is shipped, delivered, or where the customer takes possession as the point of consummation.

HB 1433 (Hickland) - Relating to efficiency audits for certain political subdivisions.

This bill would require the following and would be "new" law. It proposes mandatory efficiency audits for certain political subdivisions in Texas that exceed the "no-new-revenue tax rate" for five consecutive years.

HB 1519/SB 533 (Schofield/Sparks) - Relating to the election date for the authorization of the issuance of bonds or a tax increase.

This bill requires elections for bonds or a tax increase to be held on the November uniform election date by eliminating the May election date for bond elections.

TML provided written testimony regarding the potential impacts to cities.

HB 2962 (Barry) - Relating to an exemption from taxes imposed on the gross receipts of electricity sold to political subdivisions.

This bill exempts all political subdivisions, including cities, from paying the miscellaneous gross receipts tax (MGRT) on their electric utility bills. Currently, only school districts are exempt from paying this tax, but if this bill passes, it will save cities money on their electric utility bills.

HUMAN RESOURCES

SB 777/HB 3171 (Hughes/Lujan) - **Collective Bargaining:** Relating to compensation and employment condition standards by municipal charter or collective bargaining agreement and to impasse resolution in collective bargaining with certain political subdivisions.

This bill establishes a framework for municipalities to resolve disputes regarding compensation, working hours, and other employment conditions for firefighters. The city's charter or collective bargaining agreement will be key in determining compliance with prevailing wage standards and how disputes are arbitrated. It also emphasizes the use of local impasse resolution mechanisms, allowing flexibility in handling disputes without defaulting to state arbitration laws. The City will need to ensure that its charter or any existing collective bargaining agreements are aligned with the provisions outlined in this bill. The changes will apply only to charters, agreements, or arbitration awards that are in effect on or after the bill's effective date, which could be immediate or set for September 1, 2025, depending on legislative approval.

SB 781/HB 2486 (King/Hefner) **Law Enforcement Personnel Files** Relating to certain files maintained by a law enforcement agency regarding certain employees of the agency.

This would establish requirements for maintaining and handling personnel files for law enforcement officers. It establishes confidentiality for certain documents related to officers' misconduct and ensures that these records are not publicly accessible or disclosed without proper authorization.

SB 1331/HB 2713 (Hancock/Darby) - **Civil Service Repeal** – Relating to the repeal of a municipal civil service system for firefighters and police officers in certain municipalities.

This would provide that the ability for voters to petition for an election to repeal civil service only applies in a city with a population of less than 70,000 that has operated under civil service for its police officers or firefighters for at least one year.

HB 1654 (Canales) - **Injuries in the Scope of Duty:** Relating to the employment of certain peace officers, detention officers, county jailers, or firefighters who are injured in the course and scope of duty.

This would outline protections for peace officers, detention officers, county jailers, and firefighters who are injured in the course of their duty.

HB 1677 (Canales) – **Firefighter Investigations:** Relating to the investigation of municipal fire fighters in certain municipalities.

This would provide that

1. *A city with a population of 10,000 or more, regardless of whether the city is covered by a meet and confer or collective bargaining agreement, shall not take punitive action (suspension, indefinite suspension, demotion, reprimand, or any combination of these actions) against a paid employee of a city fire department unless an administrative investigation has been conducted by the city in accordance with specific investigation procedures that apply to the investigation of police officers and firefighters in civil service cities or other applicable law; and*
2. *A copy of a signed complaint against a firefighter shall be given to the firefighter in accordance with certain procedures that apply to the investigation of police officers and firefighters in civil service cities.*

HB 1797 (Bucy) - Employee Drug Testing: Relating to drug testing and prescription drug policies for employees and independent contractors of state agencies and political subdivisions regarding the medical use of low-THC cannabis and hemp.

This bill provides significant protections for employees and independent contractors regarding the use of low-THC cannabis and hemp. It prohibits discrimination or testing for cannabinoids unless exceptions apply (e.g., peace officers or certain regulated employees). It also ensures privacy protections around medical cannabis use and provides legal recourse for those whose rights are violated. Cities will need to ensure compliance with this law, particularly regarding their drug testing policies.

HB 1896 (Cole) - Mental Health Leave: Relating to a mental health leave policy for certain telecommunicators.

This bill would among other things, provide that each law enforcement agency, and each agency of the state or of a political subdivision that employs a full-time telecommunicator for emergency medical services, shall develop and adopt a policy allowing the use of mental health leave by the telecommunicator employed by the agency who experiences a traumatic event in the scope of that employment.

HB 1924 (Bryant) - Employment Restriction: Relating to employment restrictions for certain former county or municipal officers and employees.

This would provide that:

1. *A former county or city officer or employee who during the period of county or city service or employment participated on behalf of the county or city in a contract negotiation or procurement involving a person may not accept employment from that person before the second anniversary of the date the contract is signed, or the procurement is terminated or withdrawn; and*
2. *The governing body of a county or city may, on an individual basis, waive the applicability of the prohibition under (1) above for a former county or city officer or employee who submits to the governing body an application for a waiver from the prohibition in the form and manner the governing body requires.*

HB 1985 (Hickland) - Firefighters ‘Age Limit; Relating to the age limit for a beginning position in a fire department under municipal civil service.

This would provide that, in a city that has adopted civil service, the maximum age limit for a person to be certified as eligible for a beginning position in a fire department shall be 45 years of age.

HB 2005 (Toth) - Salary Limitations; Relating to a limitation on the salary paid to officers and employees of this state and political subdivisions of this state.

This would among other things provide that the salary of an officer or employee of a political subdivision, including a city, may not exceed 150 percent of the amount of the salary set for the governor.

HB 2009 (Hernandez) - Occupational Medical Examinations; Relating to an annual occupational medical examination for fire fighters.

This would among other things provide that :

1. *A fire department shall offer an annual occupational medical examination to each firefighter employed by the fire department at no cost to the firefighter;*
2. *The annual occupational medical examination must be confidential and include; (a) a blood test; (b) a urine test (c) a pulmonary function test; (d) an electrocardiogram; € an infectious disease screening; (f) a cancer screening, and (g) a chest Xray every five years;*
3. *A fire department is not required to offer an annual occupational medical examination if the fire department offers an annual occupational medical examination under an annual occupational medical examination plan submitted to the Texas Commission on Fire Protection by February 1 of each year and;*
4. *The plan described in (3) above must be endorsed by a physician and be substantial compliance with standards developed by the National Fire Protection Association.*

HB 2098 (Martinez) - Civil Service System; Relating to applicability of the civil service system for municipal firefighters and police officers and sheriff's departments.

This would among other things, provide that:

1. *A city that has a population of 25,000 or more and that has a paid fire department or police department shall automatically become a civil service city; and*
2. *Each firefighter, employee of the fire department whose primary duties are to provide emergency medical services, or police officer who has been in the service of a city described in (1) above, for more than six months at the time this bill first becomes applicable to the city and who is entitled to civil service classification has the status of a civil service employee and is not required to take a competitive examination to remain in the position the person occupies at the time this bill first becomes applicable to the city.*

HB 2387 (Wilson) - Presumption: Relating to the entitlement to benefits for chaplains employed by certain fire departments, police departments, and other law enforcement agencies.

This would expand the applicability of the disease presumption benefits to an individual who is employed or formally designated as a Chaplain for an organized volunteer firefighting unit or other fire department of the state or of a political subdivision or a law enforcement agency of the state or of a political subdivision of the state.

HB 2414 (Cole) - Post-traumatic Stress Disorder: Relating to the eligibility of certain first responders for workers' compensation benefits for post-traumatic stress disorder under the workers' compensation system.

This would presume that post-traumatic stress disorder suffered by a first responder is a compensable injury under workers' compensation unless it is shown by a preponderance of the evidence that

- 1. the disorder is caused by one or more events occurring outside the course and scope of the first responder's employment and*
- 2. no event or events that occurred in the course and scope of the first responder's employment were a producing cause of the disorder.*

HB 2486 (Hefner) - Law Enforcement Files: Relating to certain files maintained by a law enforcement agency regarding certain employees of the agency.

This bill establishes requirements for law enforcement agencies regarding the maintenance and handling of department files for licensed law enforcement officers.

HB 2513 (Tepper) - Military Leave; would provide that, for the purposes of calculating the payment amount for a paid military leave of absence for a fire protection employee, a 24-hour work shift constitutes one workday.

HB 2660 (Lalani) - Public Information Officer: Relating to the requirement to obtain certification and continuing education for certain public information officers.

This bill introduces new requirements for cities regarding the employment of Public Information Officers (PIOs), including those working in the police department. It mandates that the city employ a certified Public Information Officer and ensure that they maintain ongoing education in emergency communications. The city will need to track compliance with certification and continuing education and ensure that these records are available for inspection by TDEM. Additionally, the city will need to allocate resources to support the certification and education programs for the PIO.

HB 2713/SB 1331 (Darby/Hancock) - Civil Service Repeal: Relating to the repeal of a municipal civil service system for firefighters and police officers in certain municipalities.

This would provide that the ability for voters to petition for an election to repeal civil service only applies in a city with a population of less than 70,000 that has operated under civil service for its police officers or firefighters for at least one year.

HB 2744 (Vasut) - E-Verify: Relating to requiring state contractors, political subdivisions of this state, and private employers to participate in the federal electronic verification of employment authorization program, or E-verify; creating civil penalties.

This would, establish new requirements regarding the employment of individuals by political subdivisions, including the City. The bill focuses on ensuring that political subdivisions participate in the E-Verify program to verify employment authorization.

LIBRARY

HB1138 (Gamez) - Relating to the authority of a municipality or county to regulate or prohibit the carrying of a firearm of certain individuals on the premises of certain libraries.

HB 1480/SB 422 (Longoria/Eckhardt) - Relating to the award of library construction grants by the Texas State Library and Archives Commission.

This bill would increase grant opportunities to include the construction of new libraries or the renovation of existing ones.

HB 2430 (Capriglione) - Relating to prohibiting sex offenders from residing or loitering within a certain distance of certain locations where children commonly gather and from participating in certain Halloween activities; creating a criminal offense.

HB 2572 (Harrison) - Relating to the authority of a public library to financially support the American Library Association.

This bill prohibits a public library from participating in any training, conference or other event sponsored or held by the American Library Association either directly or indirectly.

PLANNING/LAND USE

SB 15/HB 3919 (Bettencourt/Gates) – Relating to size and density requirements for residential lots in certain municipalities; authorizing a fee.

The bill prohibits these municipalities from enforcing ordinances that require residential lots to exceed 1,400 square feet in size, be wider than 20 feet, or deeper than 60 feet. Additionally, it restricts the density of dwelling units on residential lots to a minimum of 31.1 units per acre. While this bill only applies to municipalities with populations over 90,000 that are located in counties with populations exceeding 300,000, it is a further erosion of municipal sovereignty and it might just be a matter of time before it is applied as state-wide pre-emption.

SB 673 (Hughes) - Relating to regulation of accessory dwelling units by political subdivisions.

This bill prohibits political subdivisions from enacting regulations that would restrict the construction, leasing, or occupancy of ADUs, including limitations on size, design, and parking requirements, among others. It also mandates that permit applications for ADUs be processed ministerially without discretionary review, requiring a decision within 60 days. Additionally, the bill clarifies that it does not override existing historic

preservation rules or homeowners association regulations that may limit ADU construction.

TML has provided [written testimony](#) which outline the detriment this bill will have to cities.

[SB 785/HB 1835](#) (Flores/Guillen) – Manufactured Homes: Relating to the regulation of new HUD-code manufactured housing.

This bill would: (1) prohibit a city from unreasonably regulating or restricting the installation of a new HUD-code manufactured home; (2) prohibit a city from requiring a specific use permit for a new HUD-code manufactured home; (3) require a city with zoning regulations to permit the installation of a new HUD-code manufactured home under at least one residential zoning classification or type of residential zoning district; and (4) prohibit a city from adopting zoning regulations that directly or indirectly prohibit HUD-code manufactured homes in all residential areas of the city.

[SB 1160](#) (Campbell) – Zoning Notice: Relating to notice of changes to municipal zoning regulations and boundaries.

This bill requires cities to publish zoning hearing notices at least 30 days in advance in an approved newspaper and mandates written notice to nearby property owners, emergency services, and schools. It also sets criteria for valid protests, requiring signatures from owners of at least 20% of the affected or adjacent area within 1,500 feet.

[HB 23/2977/SB 2353](#) (Cook/Harris/Creighton) – Relating to the authority of certain persons to obtain third-party review of plats and property development plans, permits, and similar documents, and the inspection of an improvement related to such a document.

The bill amends the Local Government Code to establish the option for third-party review and inspection of development documents and related improvements at the sole discretion of the developer. It allows applicants and landowners to seek reviews and inspections from qualified individuals who are not affiliated with the regulatory authority or the subject of the application. Specifically, the bill outlines the qualifications for third-party reviewers and inspectors, including licensed engineers and certified building inspectors, and mandates that they conduct their reviews and inspections in accordance with applicable laws, providing results to the regulatory authority within 15 days. Additionally, the bill prohibits regulatory authorities from requiring applicants to waive their right to third-party reviews or to seek additional approvals for documents already approved by third-party reviewers.

TML has provided [written testimony](#) which outlines the detriment that this bill will have to cities.

[HB 1901](#) (Cook) – ETJ Release: Relating to the release of certain areas from a municipality's extraterritorial jurisdiction by petition or election.

This bill would exempt the following areas of a city's extraterritorial jurisdiction from release by petition or election: (1) areas located within: (a) one-quarter mile of the corporate boundaries of a city with a population of less than 5,000; (b) one-half mile of

the corporate boundaries of city with a population of 5,000 to 24,999; (c) one mile of the corporate boundaries of a city with a population of 25,000 to 49,999; (d) 1-1/2 miles of the corporate boundaries of a city with a population of 50,000 to 99,999; or (e) 2-1/2 miles of the corporate boundaries of a city with a population of 100,000 or more; and (2) an area identified in a city's long-range master plan for land use, water infrastructure, wastewater infrastructure, or roadways.

HB 2011 (C. Bell) – Right to Repurchase Following Eminent Domain: Relating to the right to repurchase from a condemning entity certain real property for which ad valorem taxes are delinquent.

This would entitle a person from whom a real property interest is acquired by an entity through eminent domain for a public use, or that person's heirs, successors, or assigns, to repurchase the property if the entity that acquired the property through eminent domain has an obligation to pay property taxes on the acquired property and has failed to pay any such taxes on the acquired property before the second anniversary on which the unpaid taxes became due.

HB 2013 (C. Bell) – Homeowners' Associations and Right to Keep Chickens: Relating to the authority of certain property owners' associations to prohibit or restrict the keeping of chickens.

This would prohibit a property owners' association from including or enforcing a provision in a dedicatory instrument that prohibits or restricts a property owner from keeping chickens on the owner's property if a city ordinance authorizes the property owner to keep chickens on the property.

HB 2024 (Turner) – Extraterritorial Jurisdiction Release: Relating to the release of certain areas from a municipality's extraterritorial jurisdiction by petition or election.

This would exempt the following areas within a city's extraterritorial jurisdiction (ETJ) from release by petition or election: (1) an area for which the release would result in the city's remaining ETJ not being contiguous; and (2) an area for which the city has spent at least \$1 million to develop.

HB 2149 (Tepper) – Nonconforming Uses: Relating to nonconforming land uses after the adoption of or change to a zoning regulation or boundary.

This law requires cities to negotiate agreements with property owners before stopping a nonconforming use, allowing either financial compensation or a set period for continued use. Property owners can determine the duration of continued use and receive notice of their rights. If a nonconforming use stops due to a zoning change, the owner may resume it within five years, unless compensation was received. Cities cannot prohibit repairs, replacements, or necessary modifications of nonconforming structures. The existing appeal process for zoning violations is repealed, and property owners may sue for declaratory relief while continuing the nonconforming use. The law also waives municipal immunity from such lawsuits.

HB 2480 (Talarico) – Accessory Dwelling Units: Relating to municipal and county regulation of accessory dwelling units; authorizing fees.

This law permits cities and counties to regulate accessory dwelling units (ADUs) through ordinances, allowing their construction, sale, or lease while maintaining zoning and safety standards. It sets guidelines for ADU design, fees, and placement but prohibits restrictions based on age or employment and allows local governments to regulate short-term rentals and prevent separate ADU sales.

HB 2494 (Craddick) – Disannexation for Failure to Provide Services: Relating to disannexation of certain areas of a municipality for failure to provide services.

This law allows residents to petition for disannexation if a city fails to provide required services, mandating the city to comply within 60 days or face legal action. If a court confirms the city's failure, it must order disannexation and award attorney's fees, ensuring residents receive essential city services or the right to exit city jurisdiction.

HB 2615/SB 1106 (Harris/Parker) – Public Improvement Districts: Relating to publication of public improvement district service plans and assessments on certain public Internet websites.

This would require a city to: (1) post a copy of a public improvement district (PID) service plan and certain other information on the city's website within seven days of approving, amending, or updating the plan; (2) submit an assessment roll for each city PID to each appraisal district in which property subject to assessment is located within seven days of levying the assessment; and (3) post on its website certain information about city PIDs.

HB 2683 (Harrison) – Mobile Food Vendor Regulation Preemption: Relating to the regulation of mobile food vendors; requiring an occupational license; imposing fees; authorizing an administrative penalty.

This law limits a city's ability to regulate mobile food vendors beyond state law while ensuring compliance with fire codes, zoning, and health regulations. It sets statewide licensing and inspection requirements, grants vendors broad operational freedoms, and restricts local authorities from imposing additional permits, fees, or operational constraints, except in public parks and for safety concerns.

HB 2687 (Guillen) – Zoning Regulation Reconsideration: Relating to municipal zoning regulations and district boundaries.

This law clarifies that zoning classifications are zoning regulations, mandates certified mail and website postings for rezoning notices, and allows property owners to petition for a public hearing on zoning changes within two years. It requires a three-fourths city council vote to uphold reconsidered zoning regulations, voids unenforceable regulations, permits legal action for procedural violations, penalizes noncompliant cities with loss of state economic funds, and waives governmental immunity for such lawsuits.

HB 2706 (Zwiener) – Eminent Domain: Relating to the possession of property to be acquired by eminent domain during pending litigation in a condemnation proceeding.

This would, among other things, provide that: (1) the state, county, a city, or an irrigation, water improvement, or water power control district may take immediate

possession of a property under eminent domain after paying or depositing the money awarded by the special commissioner in a condemnation proceeding and is not required to deposit a bond or amount equal to the amount of damages before taking possession; and (2) the bill shall not be construed to prohibit an agreement between the parties allowing the condemnor to take immediate possession of the property pending resolution of further litigation.

HB 2797/SB 1567 (Vasut/Bettencourt) – Occupancy of Dwelling Units: Relating to the authority of home-rule municipalities to regulate the occupancy of dwelling units.

This law prohibits home rule cities from enforcing occupancy limits based on age, familial status, occupation, or relationships while defining "dwelling unit" to exclude transient accommodations. It allows occupancy limits only for health and safety reasons, permits property owners to sue for violations, waives governmental immunity, and grants prevailing claimants attorney's fees.

HB 3172/SB 854 (Gates/Middleton) - Relating to municipal regulation of multifamily and mixed-use development on religious land.

This bill provides that cities must allow mixed-use and multifamily developments on religious owned land and prohibits a city's ability to regulate the development in certain ways.

This bill applies to all cities. TML provided [written testimony](#) which outlines the detriment that this bill will have to cities.

POLICE

SB 3 (Perry) – Consumable Hemp: Relating to the regulation of consumable hemp products and the hemp-derived cannabinoids contained in those products; requiring a registration; imposing fees; creating criminal offenses; providing an administrative penalty.

This would, among other things, create criminal offenses for the: (1) manufacture, delivery, or possession with intent to deliver certain consumable hemp products; (2) possession of certain consumable hemp products; (3) sale or distribution of certain consumable hemp products to persons younger than 21 years of age; (4) manufacture, distribution, or sale of consumable hemp products for smoking; (5) sale or delivery of certain consumable hemp products near a school; and (6) provision of certain consumable hemp product by courier, delivery, or mail service.

SB 241 (Flores) - Relating to prohibitions on camping in a public place.

This bill amends the Local Government Code to establish stricter regulations regarding public camping bans. It prohibits local entities from adopting policies that discourage the enforcement of public camping bans, including the investigation of violations. New sections are added to require local entities to develop a complaint process for violations of public camping bans and to report the number of complaints and their dispositions to the attorney general annually. Additionally, if a local entity fails to act on complaints within 90 days, the attorney general can declare it a "violating local entity," which may

result in financial penalties, including withholding tax revenue. It also modifies the Penal Code to ensure that personal property of individuals arrested for camping-related offenses is preserved, with specific provisions for nonhazardous personal property. It also introduces new tax code sections that prevent the distribution of tax revenues to municipalities or counties that fail to act on public camping ban complaints. The bill mandates that local entities implement the required complaint processes by December 1, 2025, and that the attorney general establish reporting rules by January 1, 2026.

SB 1362/HB 162 (Hughes/Cain) – Extreme Risk Protective Orders: Relating to prohibiting the recognition, service, and enforcement of extreme risk protective orders; creating a criminal offense.

This would, among other things: (1) preempt cities from adopting or enforcing a rule, ordinance, order, policy, or other similar measure relating to an extreme risk protective order unless state law specifically authorizes the adoption and enforcement of such a rule, ordinance, order, policy, or measure; (2) prohibit cities from accepting federal grant funds for the implementation, service, or enforcement of a federal statute, order, rule, or regulation purporting to implement or enforce an extreme risk protective order against a person in this state; and (3) provide that any person who serves or enforces or attempts to serve or enforce an extreme risk protective order against a person in this state, unless the order was issued under the laws of this state, commits a state jail felony criminal offense.

SB 1349 (Hughes) – Transnational Repression Training Program: Relating to creating the criminal offenses of transnational repression and unauthorized enforcement of foreign law and to a study and law enforcement training regarding transnational repression.

This bill aims to enhance law enforcement awareness and preparedness in addressing foreign threats to individuals and communities in Texas.

SB 1761 (West) - Relating to the collection of certain incident-based data reported to the Texas Commission on Law Enforcement.

This bill mandates the commission to conduct a study on the incident-based data collection process. This study will focus on improving data quality, reducing redundant reporting requirements, and exploring the feasibility of collecting additional data regarding interactions between peace officers and the public.

HB 33 (McLaughlin) - Relating to active shooter events and other emergencies, including certain accreditations of law enforcement agencies that respond to such emergencies.

This bill requires municipalities, counties, school districts, and institutions of higher education to adopt detailed written policies for responding to active shooter emergencies based on best practices. The bill also amends the Education Code to mandate that school districts and public junior colleges implement multihazard emergency operations plans, including training, communication measures, and mandatory drills. New provisions emphasize security reviews and prompt recovery measures following incidents, while local law enforcement and emergency medical services are required to evaluate their responses and submit reports detailing their actions.

HB 626 (Bell) - Relating to granting limited state law enforcement authority to certain federal law enforcement officers.

The bill amendment removes the previous requirement that only certain federal agents were recognized under this provision, thereby broadening the scope of federal law enforcement personnel who can operate under Texas law who will have the powers of arrest, search, and seizure specifically for felony offenses. The new additions to the list of federal investigators include police officers with the Office of Security and Law Enforcement of the United States Department of Veterans Affairs, federal air marshals of the Transportation Security Administration, and police officers or detectives from the United States Department of Defense and its component agencies.

HB 881 (Thompson) - Relating to a progressive disciplinary matrix for police officer misconduct in certain municipalities.

This bill proposes the establishment of a progressive disciplinary matrix for police officer misconduct in municipalities that have not adopted Chapter 143 of the Local Government Code. It mandates that public employers implement this matrix, which outlines a range of disciplinary actions based on the nature of the infraction and the officer's prior conduct. The matrix must include standards for disciplinary actions related to the use of force, evaluation of uncommon infractions, and presumptive actions for various types of infractions. Additionally, the bill requires that any written agreements ratified under this subchapter must implement the progressive disciplinary matrix and cannot conflict with existing statutes or rules regarding disciplinary actions.

HB 2136 (Bhojani) - Relating to design and use of a model criminal citation.

This bill would require law enforcement agencies to adopt a model criminal citation that is aimed to reduce costs associated with missed court appearances and improve court efficiency. It must be based on credible research and include essential information such as court contact details, appearance requirements, and resources for individuals who may need assistance.

HB 2217 (Wharton) - Relating to establishing a grant program to equip motor vehicles used by peace officers with certain bullet-resistant components. Ballistic door panels, and glass.

HB 2361 (Spiller) - Relating to agreements between local law enforcement agencies and United States Immigration and Customs Enforcement to enforce federal immigration law.

This bill mandates that each law enforcement agency in Texas must request and enter into a written agreement with the United States Immigration and Customs Enforcement (ICE) under Section 287(g) of the Immigration and Nationality Act. This agreement would authorize local officers to enforce federal immigration laws and requires agencies to document any attempts to enter into such agreements, maintaining this documentation indefinitely and providing it to the attorney general.

HB 2927 (Campos) – Failure to Report Offense: Relating to increasing the criminal penalty for a peace officer who fails to report the suspected abuse, neglect, or exploitation of an elderly person or a person with a disability.

This would enhance the penalty for the offense of failure to report that an elderly person or a person with a disability has been abused, neglected, or exploited to a state jail felony if it is shown on the trial of the offense that the actor is a peace officer who encountered the abused, neglected, or exploited person in the course of discharging his or her duties as a peace officer.

HB 2929 (DeAyala) – Relating to training for peace officers on interacting with persons with autism spectrum disorder.

This bill aims to improve law enforcement interactions with individuals on the autism spectrum, ensuring better communication, safety, and response protocols.

HB 2936 (Dutton) – Asset Forfeiture: Relating to asset forfeiture proceedings under the Code of Criminal Procedure.

This would, among other things, provide that: (1) in a forfeiture proceeding, the attorney representing the state may only present evidence the admissibility of which would not be prohibited in the prosecution of the underlying offense giving rise to the forfeiture; and (2) a final conviction of the underlying offense is required for forfeiture, and that the court shall dismiss a forfeiture proceeding on proof of a dismissal or acquittal of the underlying offense, regardless of whether the owner or interest holder has met any requirements for the forfeiture proceedings, including answering the state's complaint.

HB 2956 (McLaughlin) – Family Violence Central Database: Relating to a central database containing information about certain persons who have been convicted of or received a grant of deferred adjudication community supervision for certain offenses involving family violence and related notice requirements; creating a criminal offense.

This bill aims to enhance public safety by increasing transparency and tracking family violence offenders, similar to the existing sex offender registry system with the creation of a Family Violence Central Database, maintained by the Department of Public Safety (DPS), to track individuals convicted of or placed on deferred adjudication for family violence offenses.

HB 2957 (Reynolds) – Motorcycles on Roadways: Relating to the operation and movement of motorcycles on a roadway laned for traffic allowing for lane sharing and limited lane filtering under specific conditions.

This bill introduces lane-sharing flexibility for motorcyclists while identifying safety measures for passing slow-moving or stopped vehicles.

HB 2982 (Zwiener) – Crowd Control: Relating to law enforcement policies prohibiting a peace officer from using less lethal projectiles for the purpose of controlling the activity or movement of a gathering of people.

This bill would require a law enforcement agency to adopt a policy on crowd control that prohibits its peace officers from using less lethal projectiles to control the activity or movement of a gathering of people.

HB 3049 (Kerwin) – Animal Control Officers: Relating to the designation of animal control officers as first responders.

This bill would provide that, for purposes of the Governor's Interoperable Radio Communications Program, a first responder includes, among others, an animal control officer whose duties include responding rapidly to an emergency.

HB 3065 (Anchia) – Firearm Buyback Program: Relating to the disposition of a firearm surrendered through a firearm buyback program administered by certain local law enforcement agencies.

This bill establishes requirements for firearm disposal in local firearm buyback programs to ensure weapons are properly handled and do not re-enter circulation, except under strict background check conditions.

HB 3084 (Toth) – Solicitation by Pedestrians: Relating to solicitation by pedestrians.

The bill amends Section 552.007(a) of the Transportation Code to prohibit individuals from standing in a roadway or the right-of-way of a roadway to solicit rides, contributions, employment, or business from vehicle occupants. The previous allowance for individuals to solicit charitable contributions in roadways, provided they had authorization from local authorities, has been removed.

HB 3110 (M. Perez) – Asset Forfeiture: Relating to civil asset forfeiture of digital currency or other similar property.

This bill updates asset forfeiture laws to address the seizure and handling of digital assets, such as cryptocurrency, non-fungible tokens (NFTs), and stablecoins.

HB 3207 (Dean) – Assault of a Peace Officer: Relating to the prosecution and punishment of the offense of intoxication assault; increasing a criminal penalty.

This bill would provide, among other things, that the offense of intoxication assault is a felony of the second degree if it is shown on the trial of the offense that the person caused bodily injury to a peace officer while the officer was in the actual discharge of an official duty.

HB 3246 (LaHood) – Resilience Training Program: Relating to a resilience training program for first responders and active-duty military personnel.

This bill introduces a new Chapter 56 to the Health and Safety Code, which defines "active-duty military personnel" and "first responder," and mandates the joint development and implementation of a cognitive health resilience training program by the commission, the Department of Public Safety, and the Texas Military Department. This program aims to assist these individuals in transitioning from their service roles to daily life, ensuring that the training is accessible both in-person and electronically through the commission's website. Relevant agencies must develop and implement the resilience training program as soon as practicable after the bill's effective date, which is set for September 1, 2025. This initiative reflects a commitment to supporting the mental health and well-being of those who serve in high-stress roles, recognizing the unique challenges faced by first responders and military personnel.

PUBLIC INFORMATION/OPEN GOVERNMENT

SB 710 (Eckhardt) – Online Message Board: Relating to the establishment and use of a written electronic communications system accessible to the public by certain municipal entities.

This would, among other things, provide that: (1) a city may authorize its zoning commission to establish and use an online message board for the communication or exchange of information between its members; (2) a message board created for the purpose described by (1), above, must be reauthorized every two years; and (3) an employee of the city must monitor the message board for compliance with the law.

SB 919 (Zaffirini) – **Public Information:** Relating to a governmental body's response to a request for public information.

This bill increases accountability for timely responses to public information requests, especially in cases where information is withheld. It ensures compliance with the PIA by introducing penalties for failure to act promptly and mandates training for public information officers who fail to meet their obligations. This bill would strengthen the City's commitment to transparency and responsiveness in public records requests.

SB 986 (Bettencourt) – **Public Information:** Relating to procedures under the public information law, including expedited responses and charges for bad faith requests.

This bill reinforces compliance with the PIA by increasing penalties for bad faith actions, allowing trained officials to make withholding determinations, and clarifying appeal procedures.

SB 1295 (Johnson) – **Open Government Training:** Relating to open meetings and public information training for certain public officials and attorneys regarding the open meetings and public information laws.

The bill requires the timely completion of training for attorneys and public officials involved in open meetings and public information matters. This ensures compliance with the Open Meetings Act and Public Information Act, promoting transparency and accountability. The City will need to ensure that relevant personnel, including attorneys, comply with these training requirements within the specified timeframes to avoid potential legal and financial consequences.

SB 1293 (Johnson) – **Dates of Birth:** Relating to the availability of dates of birth under the public information law.

This bill amendment specifies that governmental bodies cannot withhold a date of birth unless it is permitted by Section 552.102, federal privacy requirements under the Health Insurance Portability and Accountability Act of 1996, or other constitutional or statutory law. This change clarifies the conditions under which dates of birth can be disclosed, ensuring greater transparency in public information requests.

SB 1294 (Johnson) – Public Information Act: Relating to compliance with the public information law, including establishment of an open records hotline to provide information about the requirements of the public information law.

This bill increases public access to information under the Texas Public Information Act (PIA) by enhancing guidance, complaint processes, and oversight.

SB 1299/HB 2892 (Campbell/Hernandez) – Confidentiality of Personal Affiliation

Information: Relating to the prohibited release by a public agency of personal affiliation information regarding the members, supporters, or volunteers of or donors to certain nonprofit organizations; creating a criminal offense.

This bill restricts the collection, release, and disclosure of personal affiliation information related to individuals and nonprofit organizations. It will require the City to review and adjust its policies to ensure compliance, particularly in handling information about nonprofit organizations and their supporters

HB 1678 (Canales) – Public Information: Relating to the collection and disclosure of certain public information.

This bill makes several modifications to the Texas Public Information Act (PIA) to clarify what information is public and how governmental entities must handle public records requests.

HB 2028 (Hickland) – Open Meetings Notice: Relating to the governmental bodies required to post on the Internet notices and agendas for meetings under the open meetings law.

This bill amends Section 551.056 of the Government Code to update the requirements for governmental bodies to post notices and agendas for meetings on the Internet. It specifies that the section applies to any governmental body or entity that maintains an Internet website, removing previous references to specific types of entities such as municipalities, counties, and school districts. The new language mandates that these bodies must post meeting notices and agendas on the home page or landing page of their websites, ensuring greater accessibility for the public.

Additionally, the bill clarifies that the validity of a posted notice or agenda is preserved if the governmental body or entity made a good faith effort to comply with the posting requirements, even if a technical issue beyond their control prevented full compliance.

HB 2270 (Turner) – Train Collision Information: Relating to the disclosure of certain information regarding a record of a collision or violation involving a person operating a railroad locomotive or train.

The bill amends the Transportation Code to enhance the confidentiality of records related to collisions or violations involving railroad locomotives or trains. Specifically, it updates Section 192.005 to clarify that if a person operating a train is involved in a collision with another train, a motor vehicle, or a pedestrian, their driver's license information cannot be included in any reports, nor can their involvement be recorded in their individual driving record maintained by the Department of Public Safety.

Additionally, the bill introduces a new section, 192.006, which establishes strict guidelines for the disclosure of personally identifying information related to train crew members and communications between the crew and law enforcement. This information can only be disclosed under specific circumstances, such as to law enforcement officers, the railroad company involved, regulatory agencies, or individuals authorized by court order.

HB 2330 (Hopper) – Public Information Act: Relating to creating a civil cause of action against a governmental entity for a violation of the public information law.

This bill would provide that a requestor can bring a civil action for damages against a governmental body that fails to comply with the public information law. If the requestor prevails, they are entitled to exemplary damages up to \$200,000 for each violation, as well as reasonable attorney's fees and court costs. Additionally, the bill waives sovereign immunity for the state and local entities to the extent of liability created by this section.

HB 2355 (Fairly) – Crime Victims Compensation: Relating to requests for law enforcement agency reports from the attorney general related to crime victims' compensation applications.

This bill would provide that information provided by a law enforcement agency to the attorney general to allow the attorney general to determine whether a claimant or victim qualifies for an award under the crime victims' compensation fund and the extent of the qualification shall not be releasable under the Public Information Act.

HB 2388/SB 758 (Kerwin/Middleton) – Public Information Act: Relating to the definition of a governmental body for the purposes of the public information law.

This would redefine the definition of "governmental body" to include non-profit state agencies and subjects them to the Public Information Act.

HB 2520 (Johnson) – Notice of Meetings: Relating to the open meetings law. This bill clarifies meeting notice requirements and limits the use of closed meetings for personnel discussions if the governmental body's deliberations concern operational issues that generally impact a class or group of employees, including changes in the duties or compensation of a class or group of employees.

This bill aims to increase transparency in governmental meetings while ensuring proper use of executive sessions for personnel matters.

HB 2248/SB 824 and 852 (Smithee/Middleton) – Public Information Act: Relating to the public information law.

The bill introduces stricter timelines, provisions to ensure compliance, and penalties for failure to adhere to PIA requirements. It also ensures that public bodies cannot impose unnecessary fees and requires training for officials who fail to comply with the PIA. The City will need to ensure that it is meeting these requirements to avoid potential penalties and litigation costs.

TRANSPORTATION

HB 3727/SB 1555 (Patterson/Nichols) – Railroad Grade Crossings: Relating to a grant program to fund certain railroad grade separation projects.

This bill would direct the Texas Department of Transportation to establish and administer a program to award grants to political subdivisions of this state or railroad companies to fund rail-roadway located at intersections of railroads and non-state highways or rail-pedestrian grade separation projects located at intersections of railroads and pedestrian crossings, subject to certain requirements.

HB 4207 (King) – Roadway Obstruction by Trains: Relating to obstructing a railroad crossing and the liability of a railway company for such an obstruction; providing a civil penalty.

This bill would provide that: (1) a train of a railway company may not obstruct a street, railroad crossing, or public highway for a period of 30 minutes or more; (2) a violation is subject to a civil penalty not to exceed \$10,000 for each hour that the violation continues; (3) the county in which the violation occurs shall issue a written notice of violation to the railway company; (4) the appropriate district or county attorney may bring an action on behalf of this state to collect the civil penalty; (5) it is a defense to liability if the violation is due to: (a) act of God; or (b) a breakdown of the train; and (6) a railway company in violation is liable to an individual who is harmed by a delay of emergency services caused by the violation.

UTILITIES

HB 156 (Raymond) – Water Facilities: Relating to a study by the Texas Commission on Environmental Quality regarding the protection of certain water facilities from catastrophes.

This would: (1) require the Texas Commission on Environmental Quality (TCEQ) to conduct a study of potential methods for protecting public drinking water supply systems and wastewater treatment facilities regulated by TCEQ from: (a) electrical outages; (b) catastrophic weather events; (c) conduct that constitutes an offense related to protection of critical infrastructure; (d) the projected effects of climate change; and (e) other potential disruptions to providing water service; and (2) provide a report of the study to the governor and legislature by September 1, 2026.

HB 1227 (Gates) – Solid Waste: Relating to municipal solid waste management services contracts; limiting the amount of a fee.

This bill amends the Health and Safety Code to regulate municipal solid waste management services contracts by introducing a cap on franchise fees. Specifically, it adds Section 363.120, which stipulates that municipalities cannot charge more than two percent of the gross receipts of a franchisee for solid waste management services. This aims to provide financial relief to waste management service providers and ensure fair pricing for services rendered within municipalities.

Additionally, the bill modifies Section 364.034(f) to clarify that political subdivisions, including counties and municipalities, cannot restrict entities from contracting with

licensed waste haulers for the collection of various types of waste, such as domestic septage and grease trap waste. It also ensures that municipalities cannot limit the right of entities to contract with providers other than the municipality or its exclusive franchisees for solid waste management services related to commercial, industrial, or multifamily residential waste. The provisions of this bill will take effect on September 1, 2025, and will apply only to contracts entered into after that date.

HB 1245 (Goodwin) – Drought Plans: Relating to a prohibition on the use of water on nonresidential property to irrigate nonfunctional turf during a drought.

This would: (1) require wholesale and retail public water suppliers' and irrigation districts' drought contingency plans to prohibit the use of water on nonresidential property to irrigate nonfunctional turf during periods of water shortages and drought; and (2) include methods for enforcing compliance with the prohibition.

HB 1318 (Guillen) – Water and Sewer Service in Annexed Area: Relating to a certificate of public convenience and necessity to provide water or sewer service in an area incorporated or annexed by a municipality.

This would, among other things, provide that, when a city annexes property and the municipally owned utility (MOU) seeks a certificate of convenience and necessity for water or sewer for the annexed area, the Public Utility Commission shall determine in its order granting the certificate to the MOU the adequate and just compensation to be paid for the transferred property and damages to or adverse effects on property remaining in the ownership of the retail public utility after single certification.

HB 1424 (Goodwin) – Water Conservation Fees: Relating to the structuring of water rates by retail public utilities to promote water conservation; authorizing a fee.

This would, among other things, provide that the governing body of a city may by ordinance: (1) structure the city's rates for water service in a manner that promotes water conservation by all of the city's water customers so that customers in a class who consume greater amounts of water pay a higher rate per unit volume than customers in a class who consume lesser amounts of water; and (2) establish an excessive use fee for water customers whose water usage is greater than the water usage of a percentage of the city's other customers.

HB 1991 (Guillen) – Service Charges for Municipally Owned Utilities: Relating to information regarding certain charges for services provided by municipally owned utility systems.

This would provide that a city that imposes operating, maintenance, replacement, or improvement charges shall: (1) publish the amounts of the charges on the utility system's and the city's websites; and (2) submit the amounts of the charges to the secretary of state for publication in the Texas Register.

This means that the City would have to submit its water and sewer rates and charges to be published in the [Texas Register](#), while also publishing the rates the City's website.

HB 2620 (VanDeaver) – Water Supply in Regional Water Plans: Relating to the inclusion of certain sources of water supply in regional water plans.

This would provide that, in identifying potential sources of water supply to be included in a regional water plan, including sites of unique value for the construction of reservoirs, a regional water planning group may not include in the plan a source of water supply that requires the use of eminent domain and is located in another regional water planning area unless the planning group demonstrates certain criteria.

This proposed legislation would be detrimental to any future water supplies as it would be impossible to create any new water sources for all of the people that are moving into Texas.

HB 2867 (Gates) – Late Payment Fees: Relating to late payment fees charged by a municipally owned water utility.

This bill introduces new regulations regarding late payment fees charged by municipally owned water utilities in Texas. It establishes a structured fee schedule based on the duration of the late payment. Specifically, it prohibits utilities from charging a late payment fee that exceeds \$5 or a percentage of the past due amount, which varies depending on the number of days the payment is overdue: two percent for payments overdue by 32 days, five percent for those overdue by 41 days, and ten percent for those overdue by 51 days. Additionally, the bill stipulates that the late payment penalty period cannot commence until at least 21 days after the utility has mailed or electronically transmitted the customer's bill, and it must conclude when the customer pays all past due amounts.

HB 3429 (Tinderholt) – Fluoride in Drinking Water: Relating to the duty of a public water supply system to provide certain information to consumers regarding fluoride in drinking water.

This would provide that: (1) a public water supply system that furnishes to the public for a charge drinking water to which fluoride has been added shall disclose in a conspicuous place on each customer's water bill: (a) the amount of fluoride that occurs naturally in the drinking water furnished by the system to the customer; (b) the amount of fluoride added to the drinking water before distribution to the customer; and (c) the combined amount of fluoride present in the drinking water; and (2) information disclosed under (1), above, must be accurate for drinking water distributed to a customer not more than one week before the bill is provided to the customer.



City Council Coversheet
May 8, 2025
415 N. COLLEGE AVE.

Agenda Item: 2. (ACTION ITEM(S))

Title: Consider all matters incident and related to the issuance and sale of City of Justin, Texas, Public Property Finance Contractual Obligations, Series 2025, including the adoption of Ordinance 801-25 authorizing the issuance of such obligations; and take appropriate action.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Council Action: I move to adopt Ordinance 801-25, authorizing the issuance and sale of City of Justin, Texas, Public Property Finance Contractual Obligations, Series 2025.

Background:

Over the last couple of years the Fire Department's primary engines, 2006 and 2008 model years, experienced an increased amount of mechanical failures and extended periods of time out of service, and times, both engines were out of service due to repairs. As recommended in the 2022 FGMA Report, these two engines were planned to be replaced.

Last year, the 2006 KME was replaced with the purchase of the new engine, a Sparta S-180 Pumper that was placed in service in December 2024. The 2006 KME was placed in the "Reserved" status to provide a back-up as needed.

The proposed Ordinance provides funding for the purchase of a new Fire Engine just like the one purchased last year, a Spartan 2-180, to replace the 2008 Pearce engine at a purchase price of \$979,640.

Chief Mitchell was given approval from the JCVFD Board to pay the first year's payment for each engine at approximately \$90,000 (\$180,000 for both engines) and has worked with our Finance team to coordinate this transaction.

Quick specs include:

Spartan S-180 Pumper

Engine : Cummins X12 500HP

Model : S-180 Model 3106

Chasis : Metro Star EMFD 10" Raised Roof

Water Tank : 1000 gallons water / 20 gallons Foam

Pump : Waterous CSU1500gpm
Foam System : Foam Pro 1600
Seating for 5 firefighters

City Attorney Review: Yes

Attachments:

1. CITY OF JUSTIN PPFCO 2025 - Draft Ordinance with Exhibits
2. E572 Invoice

ORDINANCE NO. 801-25

AN ORDINANCE approving and authorizing the execution and delivery of "CITY OF JUSTIN, TEXAS, PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 2025"; specifying the terms of such contracts; making provisions for the payment thereof; and resolving other matters incident and related to the execution, performance and payment of such contracts, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, pursuant to Texas Local Government Code, Subchapter A of Chapter 271, as amended (the "Public Property Finance Act"), the City Council is authorized and empowered to execute, perform and make payments under contracts with any person for the use, acquisition or purchase of personal property; and

WHEREAS, in accordance with the provisions of the Public Property Finance Act, the City Council hereby finds and determines that the acquisition, use or purchase of certain items of personal property identified in **Exhibit A** attached hereto, or such other personal property, appliances, equipment, furnishings, or interests therein, considered by the City Council to be necessary, useful and/or appropriate for purposes of the City, should be financed under and pursuant to one or more contractual obligations to be executed and delivered on the terms and in the form hereinafter prescribed; now, therefore,

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

SECTION 1: Contract - Authorization - Contract Amount - Property Identification. Contracts, aggregating in amount \$_____ (the "Aggregate Contract Amount") and entitled "City of Justin, Texas, Public Property Finance Contractual Obligations, Series 2025" (the "Contractual Obligations" or the "Contracts") shall be and are hereby authorized to be executed and delivered with the Initial Contracting Party, and the assigns thereof, to finance the use or the purchase or other acquisition of personal property identified in **Exhibit A** attached hereto and incorporated herein by reference as a part of this Ordinance for all purposes, or such other personal property, appliances, equipment, furnishings, or interests therein, considered by the City Council to be necessary, useful and/or appropriate for purposes of the City (the "Property"); all in accordance with and pursuant to authority conferred by the laws of the State of Texas, particularly the Public Property Finance Act.

SECTION 2: Fully Registered Form - Contract Date - Authorized Amounts - Installment Payments - Interest Rate. The Contracts shall be made, executed and delivered in fully registered form, bear a date of May 1, 2025 (the "Contract Date"), and, except for the Initial Contract authorized in Section 8 hereof, shall be in authorized amounts of \$5,000 or any integral multiple thereof (not to exceed an Installment Amount), and the Aggregate Contract Amount shall be payable in annual installments (the "Installment Amounts") on August 15 in the amounts and interest shall accrue on such Installment Amounts at the per annum rate(s) as follows:

<u>Payment Date</u>	<u>Installment Amount (\$)</u>	<u>Interest Rate (%)</u>
2026		
2027		

<u>Payment Date</u>	<u>Installment Amount (\$)</u>	<u>Interest Rate (%)</u>
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		

Interest on the unpaid Installment Amounts shall accrue from the date of the initial delivery of the Contracts (calculated on the basis of a 360-day year of twelve 30-day months) and such interest shall be payable on February 15 and August 15 in each year, commencing February 15, 2026, until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The Installment Amounts on each Contract and the interest thereon shall be payable only to the registered contracting party or person (hereinafter called the "Contracting Party") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and such Installment Amounts and the interest payable thereon shall be payable in coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and without exchange or collection charges to the Contracting Party.

The selection and appointment of BOKF, NA, Dallas, Texas to serve as Paying Agent/Registrar for the Contracts is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Contracts (the "Contract Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit B**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor, Mayor Pro Tem and City Secretary of the City are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Contracts. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Contracts are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified to perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Contracts, the City agrees to promptly cause a written notice thereof to be sent to each Contracting Party by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Installment Amounts shall be payable when due or on a date of earlier redemption thereof only upon the presentation and surrender of the Contracts to the Paying Agent/Registrar at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer

Office"). Interest on the Installment Amounts shall be paid to the Contracting Parties which appear in the Contract Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Contracting Party recorded in the Contract Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Contracting Party. If the date for the payment of an Installment Amount or interest thereon shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/ Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Contracting Party appearing on the Contract Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Contracts maturing on and after August 15, 2035, shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in Installment Amounts of \$5,000 or any integral multiple thereof (and if within an Installment Amount by lot by the Paying Agent/Registrar), on August 15, 2034 or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to a redemption date for the Contracts (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Contracts, the Installment Amounts, or portions thereof, to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Contracts shall be entered in the minutes of the governing body of the City.

(b) Selection of Contracts for Redemption. If less than all Outstanding Contracts of the same Installment Amount are to be redeemed on a redemption date, the Paying Agent/Registrar shall determine which Contracts to redeem by dividing such Installment Amount by \$5,000 and the product of such division shall represent the number of Contracts Outstanding for purposes of selecting by lot which Contracts are to be redeemed in whole or in part.

(c) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Contracts, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Contracting Party of a Contract to be prepaid in whole or in part at the address of the Contracting Party appearing on the Contract Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Contracting Party.

All notices of redemption shall (i) specify the date of redemption for Installment Amounts, (ii) identify the Contracts to be prepaid and, in the case of a portion of the Installment Amount of a Contract is to be prepaid, the amount to be prepaid, (iii) state the redemption price, (iv) state that the Installment Amount, or the portion of thereof to be prepaid, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the Installment Amount thereof to be prepaid, shall cease to accrue from and after the redemption date, and (v) specify that the redemption of the Installment Amount is conditioned on the presentation and surrender of the Contracts to the Designated Payment/Transfer Office of the Paying Agent/Registrar. If a Contract is subject by its terms to prior redemption and notice of redemption has been duly given as hereinabove provided, the Installment Amount of such Contract (or the portion thereof to be prepaid) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided sufficient moneys for the purpose of such redemption are held by the Paying Agent/Registrar.

(d) Conditional Notice of Redemption. With respect to any optional redemption of the Contracts, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Contracts to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Contracts and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Contracts have not been redeemed.

SECTION 5: Assignment - Registration - Transfer - Exchange of Contracts. The Paying Agent/Registrar shall obtain, record, and maintain in the Contract Register the name and address of each and every Contracting Party to a Contract executed and delivered under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Contract may be assigned, transferred or exchanged for Contracts of other authorized amounts by the Contracting Party, in person or by his duly authorized agent, upon surrender of such Contract to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of assignment and transfer or request for exchange duly executed by the Contracting Party or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Any Contract to be assigned and transferred shall be surrendered to the Paying Agent/Registrar and, upon its receipt and cancellation, the Paying Agent/Registrar shall register and deliver, in the name of the designated assignee or transferee, one or more new Contracts of authorized amounts and, except for the assignment and transfer of the Initial Contract by the Initial Contracting Party, having the same Payment Date and of a like Installment Amount as the Contract or Contracts surrendered for assignment and transfer.

Contracts may be exchanged for Contracts of other authorized amounts and having the same Payment Date, bearing the same rate of interest and of like aggregate Installment Amount as the Contracts surrendered for exchange, upon surrender of the Contracts to be exchanged to the Paying Agent/Registrar. Whenever any Contracts are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Contracts to the Contracting Party requesting the exchange.

When a Contract has been duly assigned and transferred or exchanged, the new Contract or Contracts registered in such assignment and transfer or exchange shall be delivered to the

Contracting Party at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid to the Contracting Party, and, upon the registration and delivery thereof, such Contracts shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Contracts surrendered in such assignment and transfer or exchange.

All transfers or exchanges of Contracts pursuant to this Section shall be made without expense or service charge to the Contracting Party, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Contracting Party requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Contracts cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Contracts," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Contract or Contracts registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Contracts" shall include any mutilated, lost, destroyed, or stolen Contract for which a replacement Contract has been registered and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Contract shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Contract.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Contracting Party any Contract called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Contract; provided, however, such limitation on transferability shall not be applicable to an exchange by the Contracting Party of the unredeemed balance of a Contract called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment of and transfer/exchange of the Contracts, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the Blanket Letter of Representations, by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Contracts shall be deposited with DTC, who shall hold said Contracts for its participants (the "DTC Participants"). While the Contracts are held by DTC under the Depository Agreement, the Contracting Party of the Contracts on the Contract Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Contract (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Contracts or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Contracts, the City covenants and agrees with the Contracting Parties of the Contracts to cause Contracts to be printed in definitive form and provide for the Contract certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Contracts in definitive form shall be assigned, transferred and exchanged on the Contract Register maintained by the Paying Agent/Registrar and payment of such Contracts shall be made in accordance with the provisions of Sections 3 and 5 hereof.

SECTION 7: Execution - Registration. The Contracts shall be executed on behalf of the City by the Mayor or Mayor Pro Tem, with the seal of the City reproduced or impressed thereon and countersigned by the City Secretary. The signature of such officers on the Contracts may be manual or facsimile. Contracts bearing the manual or facsimile signatures of the persons holding such offices on the Contract Date shall be deemed to be duly executed on behalf of the City, notwithstanding a change in persons holding such offices at the time of delivery of the Contracts to the Initial Contracting Party and with respect to Contracts delivered in subsequent assignments and transfers or exchanges.

No Contract shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless the registration certificate appearing on the Contracts to be signed by the Comptroller of Public Accounts of the State of Texas (substantially in the form provided in Section 9(c) and/or the Paying Agent/Registrar (substantially in the form provided in Section 9(d), either or both such certificates, as the case may be, are executed manually or by facsimile by an authorized officer, employee or representative of the Comptroller of Public Accounts and/or are executed manually by an authorized officer, employee or representative of the Paying Agent/Registrar, and such registration certificate, either or both, upon any Contract when duly executed by the Comptroller of Public Accounts and/or the Paying Agent/Registrar, as the case may be, shall be conclusive evidence, and the only evidence, that such Contract has been duly certified, registered and delivered.

SECTION 8: Initial Contract(s). The Contracts herein authorized may be initially executed and delivered either (i) as a single fully registered Contract in the Aggregate Contract Amount with Installment Amounts to become due and payable as provided in Section 2 hereof and numbered T-1 or (ii) as multiple fully registered Contracts, being one Contract for each Payment Date in the applicable Installment Amount and denomination and to be numbered consecutively from T-1 upward (hereinafter called the "Initial Contract(s)" and, in either case, the Initial Contract(s) shall be registered in the name of the Initial Contracting Party or the designee thereof. The Initial Contract(s) shall be the Contracts submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Contracting Party. Any time after the delivery of the Initial Contract(s), the Paying Agent/Registrar, pursuant to written instructions from the Initial Contracting Party, shall cancel the Initial Contract(s) and exchange therefor Contracts of authorized amounts and in Installment Amounts with Payment Dates and bearing applicable interest rates for transfer and delivery to the Contracting Parties named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial Contracting Party and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Contracts, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Contracts, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification and such legends and endorsements (including insurance legends in the event the Contracts, or any installment amounts thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be determined by the officers executing and delivering such Contracts as evidenced by their execution.

The Contracts, including the Initial Contract, shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Contracts as evidenced by their execution.

(b) General Contract Form.

REGISTERED
NO. ____

REGISTERED:
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF JUSTIN, TEXAS
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION
SERIES 2025

Contract Date:	Interest Rate:	Payment Date:	CUSIP No.:
May 1, 2025	____%	August 15, 20____	_____

Contracting Party:

Installment Amount:

The City of Justin (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Denton, State of Texas, hereby agrees and promises to pay to the Contracting Party named above, or the registered assigns thereof, the Installment Amount hereinabove stated on the Payment Date specified above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on such unpaid Installment Amount from the interest payment date next preceding the "Registration Date" of this Contract appearing below (unless this Contract bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Contract is prior to the initial interest payment date in which case it shall bear interest from the date of the initial delivery of the Contracts) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2026, until maturity or prior redemption. The Installment Amount is payable on the Payment Date noted above or on a redemption date to the Contracting Party only upon presentation and surrender of this Contract to the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Contracting Party of this obligation (or one or more Predecessor Contracts, as defined in the Ordinance hereinafter referenced) who appears on the "Contract Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of such Contracting Party recorded in the Contract Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Contracting Party. If the date for the payment of an Installment Amount or interest thereon shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. The Installment Amount of this Contract and interest thereon shall be paid without exchange or collection charges

to the Contracting Party and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Contract is one of a number of contracts aggregating in amount \$ _____ (herein referred to as the "Contracts"), executed and delivered to finance the acquisition, use or purchase of personal property, under and in strict conformity with the Constitution and laws of the State of Texas, particularly the Public Property Finance Act (Texas Local Government Code, Subchapter A of Chapter 271, as amended) and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Contracts maturing on and after August 15, 2035, may be redeemed prior to their Installment Amounts, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within an Installment Amount by lot by the Paying Agent/Registrar), on August 15, 2034, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty days prior to the date fixed for any redemption of Contracts, the City shall cause a written notice of such redemption to be sent by United States mail, first class postage prepaid, to the Contracting Party of each Contract to be redeemed at the address shown on the Contract Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Contract (or any portion of its Installment Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Contract (or the portion of its Installment Amount to be prepaid) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided sufficient moneys for the purpose of such redemption are held by the Paying Agent/Registrar.

In the event a portion of the Installment Amount of a Contract is to be prepaid, payment of the redemption price shall be made to the Contracting Party only upon presentation and surrender of such Contract to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Contract or Contracts of like Payment Date and interest rate in any authorized amounts provided by the Ordinance for the then unpaid balance of the Installment Amount thereof will be issued to the Contracting Party, without charge. If the Installment Amount of this Contract is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to deliver or transfer this Contract to an assignee of the Contracting Party within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Contracting Party of the unpaid balance of the Installment Amount of a Contract prepaid in part.

With respect to any optional redemption of the Contracts, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Contracts to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Contracts and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Contracts have not been redeemed.

This Contract is an obligation of the City payable from the pledged proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated

Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Contracting Party by the acceptance hereof hereby agrees, for definitions of terms; the description of and the nature and extent of the taxes pledged for the payment of the Contracts; the terms and conditions relating to the assignment and transfer of this Contract; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Contracting Parties; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Contract may be discharged at or prior to its Payment Date or earlier redemption, and the obligation evidenced by the Contracts cease to exist as an obligation of the City; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Contract, subject to certain limitations contained in the Ordinance, may be assigned and transferred on the Contract Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered party hereof, or his duly authorized agent. When a transfer on the Contract Register occurs, one or more new fully registered Contracts with the same Payment Date, in authorized amounts, bearing the same rate of interest, and of the same Installment Amount will be delivered by the Paying Agent/Registrar to the designated assignee or assignees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered party whose name appears on the Contract Register (i) on the Record Date as the Contracting Party entitled to payment of interest hereon, (ii) on the date of surrender of this Contract as the Contracting Party entitled to payment of the Installment Amounts on the Payment Date or upon its earlier redemption and (iii) on any other date as the Contracting Party to notify for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Contracting Party appearing on the Contract Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the execution and delivery of the Contracts is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the execution and delivery of the Contracts to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; and that due provision has been made for the payment of the Contracts and interest thereon as aforestated. In case any provision in this Contract shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Contract and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Contract to be duly executed under the official seal of the City as of the Contract Date.

CITY OF JUSTIN, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Contract(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER)
) REGISTER NO. _____
OF PUBLIC ACCOUNTS)

I HEREBY CERTIFY that this Contract has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____ .

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on definitive Contracts.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Contract has been duly delivered and registered under the provisions of the within-mentioned Ordinance; the contract or contracts initially executed and delivered by the City having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in Kansas City, Missouri is the "Designated Payment/Transfer Office" for this Contract.

BOKF, NA, Dallas, Texas,
as Paying Agent/Registrar

Registration date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____
(Social Security or other identifying number): _____
the within Contract and all rights thereunder, and hereby irrevocably constitutes and appoints _____
attorney to transfer the within Contract on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the contracting party as it appears on the face of the within Contract in every particular.

(f) The Initial Contract shall be in the form set forth in paragraph (b) of this Section, except that the heading and first paragraph shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED:
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF JUSTIN, TEXAS
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION
SERIES 2025

Contract Date: May 1, 2025

Contracting Party: _____

Contract Amount: _____ THOUSAND DOLLARS

The City of Justin (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Denton, State of Texas, hereby agrees and promises to pay to the order of the Contracting Party named above, or the registered assigns thereof, the Contract

Amount hereinabove stated on the Payment Dates and in Installment Amounts in accordance with the following schedule:

Payment Date (August 15)	Installment Amount (\$)	Interest Rate (%)
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(Information to be inserted from schedule in Section 2 hereof)

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on such unpaid annual Installment Amounts from the date of the initial delivery of the Contracts at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2026, until maturity or prior redemption. The Installment Amounts are payable on the Payment Dates noted above or on a redemption date to the Contracting Party named above or the assigns thereof by BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in Kansas City, Missouri, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the Contracting Party whose name appears on the "Contract Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the Contracting Party recorded in the Contract Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Contracting Party. If the date for the payment of an Installment Amount or interest thereon shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. The Installment Amounts of this Contract and interest thereon shall be paid without exchange or collection charges to the Contracting Party and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Levy of Taxes. To provide for the payment of the Installment Amounts to become due and payable and the payment of the interest thereon, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay (i) the Installment Amounts to become due and payable or an amount equal to 2% of the Aggregate Contract Amount (whichever is the greater) and (ii) the accrued interest on the Installment Amounts to become due and payable; full allowance being made for delinquencies and costs of collection. Full, complete and accurate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Contracts shall be kept and maintained by the City at all times while the Contracts are Outstanding, and the taxes collected annually for the payment of the Contracts shall be deposited to the credit of a "Special 2025 Contracts Fund" (the "Sinking Fund") maintained on the records of the City and at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Contracts.

The Mayor, City Manager, Assistant City Manager and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Sinking Fund, amounts sufficient to fully pay and discharge promptly each Installment Amount and interest on the Contracts as the same accrues or becomes due and payable; such transfer of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each Payment Date and each interest payment date for the Contracts.

SECTION 11: Mutilated - Destroyed - Lost and Stolen Contracts. In case a Contract shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Contract of like form and tenor, and in the same authorized amount and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Contract, or in lieu of and in substitution for such destroyed, lost or stolen Contract, only upon the approval of the City and after (i) the filing by the Contracting Party with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Contract, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Contract shall be borne by the Contracting Party of the Contract mutilated, or destroyed, lost or stolen.

Every replacement Contract issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Contracts; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Contracts.

SECTION 12: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Contracting Parties, the Installment Amounts, together with the accrued interest thereon, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Contracting Parties shall thereupon cease, terminate, and be discharged and satisfied.

The Contracts shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full the Installment Amounts as the same shall become due and payable on the Payment Dates or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the Installment Amounts and accrued interest on and prior to each Payment Date or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Contracts to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Any moneys so deposited with the Paying Agent/ Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is in excess of the amounts required for the payment of the Contracts in accordance with the defeasance provisions shall be remitted to the City or deposited as directed by the City. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by an agency or instrumentality of the United States of America and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Contracts under the then applicable laws of the State of Texas.

SECTION 13: Ordinance a Contract - Amendments - Outstanding Contracts. This Ordinance shall constitute an agreement with the Contracting Parties from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any of the Contracts remain Outstanding except as permitted in this Section and in Section 28 hereof. The City may, without the consent of or notice to any Contracting Parties, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Contracting Parties, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Contracting Parties to Contracts which are Outstanding and represent a majority of the aggregate Installment Amounts affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of Contracting Parties of all Contracts which are Outstanding, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the Installment Amounts and interest on the Contracts, reduce the Installment Amounts, the redemption price therefor, change the rate of interest thereon, or in any other way modify the terms of payment of the Contracts, (2) give any preference to any Contract over any other Contract, or (3) reduce the aggregate Installment Amount of Contracts required to be held for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Contracts means, as of the date of determination, all Contracts theretofore delivered and registered under this Ordinance, except:

- (1) those Contracts cancelled or delivered to the Paying Agent/Registrar for cancellation;

(2) those Contracts for which the Installment Amounts and all interest payable thereon has been paid or is deemed to be fully paid in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Contracts for which replacement obligations have been registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Contracts are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Contracts.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Contracts are invested and which is not acquired to carry out the governmental purposes of the Contracts.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Contracts. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Contracts has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Contract to

become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Contract, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Installment Amount of Contracts:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Contracts, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Contracts or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Contracts to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Installment Amount of the Contracts directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Contracts.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action

which would cause the Contracts to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Contract is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Contracts with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Contracts until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Contracts by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Contracts equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and City Secretary of the City, either individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Contracts, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(j) Reimbursement. The City reasonably expects to reimburse capital expenditures made from its own funds with respect to the project described in Section 1 hereof with proceeds of the Contracts and this Ordinance shall constitute a declaration of official intent under Treas. Reg. § 1.150-2. The maximum principal amount of obligations to be issued for the project is set forth in Section 1 hereof.

SECTION 15: Sale of Contracts - Official Statement Approval. Pursuant to a public sale for the Contracts, the bid submitted by _____ (herein referred to collectively as the "Purchasers") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Contracts to said Purchasers at the price of par and accrued interest to the date of delivery plus a cash premium of \$_____, is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Contracts to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The initial Contract shall be registered in the name as provided in the winning bid.

Furthermore, the use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Contracts is hereby ratified, confirmed and approved in all respects and the Preliminary Official Statement is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities Exchange Commission, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and City Secretary of the City, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated May 8, 2025, in the reoffering, sale and delivery of the Contracts to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized to deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content delivered by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16: Cancellation. All Contracts surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Contracts previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Contracts so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Contracts held by the Paying Agent/Registrar shall be returned to the City.

SECTION 17: Notices of Contracting Parties. Wherever Ordinance provides for notice to Contracting Parties of any event, such notice shall be sufficiently given (unless otherwise herein

expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Contracting Party appearing in the Contract Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Contracting Parties is given by mail, neither the failure to mail such notice to any particular Contracting Party, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Contracts. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Contracting Party entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by a Contracting Party shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 18: Proceeds of Sale. The proceeds of sale of the Contracts, excluding amounts to pay costs of issuance, shall be deposited in an acquisition fund maintained at a City depository. Pending expenditure for the Property, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for the Property or deposited in the Sinking Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Contracts, including investment earnings, remaining after acquisition of the Property shall be deposited to the credit of the Sinking Fund.

SECTION 19: Legal Opinion. The Initial Contracting Party's obligation to accept delivery of the Contracts is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving the Contracts as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Contracts. A true and correct reproduction of said opinion or an executed counterpart thereof shall accompany the global Contracts deposited with DTC or a reproduction thereof shall be printed on the definitive Contracts in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 20: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Contracts. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Contracts shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Contracts as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Contracts.

SECTION 21: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Contracting Parties, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Contracting Parties.

SECTION 22: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 23: Governing Law. This Ordinance and the Contracts authorized to be executed and delivered hereunder shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 24: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 25: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 26: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 27: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 28: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6 and 8 through 15 in Appendix A, and the information in Appendix B. The Issuer will update and provide the information within six months after the end of each fiscal year ending in and after 2025. If the Issuer does not provide audited financial statements with such financial information and operating data, the Issuer will provide audited financial statements when and if available, within 12 months after the end of each fiscal year ending in or after 2024. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so provided shall

be prepared in accordance with the accounting principles described in Appendix B of the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Contracts to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Contracts, or other material events affecting the tax status of the Contracts;
- (7) Modifications to rights of holders of the Contracts, if material;
- (8) Contract calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Contracts, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Contracts within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Contract calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Contracting Parties and beneficial owners of the Contracts, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Contracts at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE CONTRACTING PARTY OR BENEFICIAL OWNER OF ANY CONTRACT OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Contracts in the primary offering of the Contracts in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Contracting Parties of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Contracts consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Contracting Parties and beneficial owners of the Contracts. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Contracts from lawfully purchasing or selling Contracts in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 29: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Contracts. In addition, prior to the initial delivery of the Contracts, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Contracts by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to hold such office before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 30: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Local Government Code, Chapter 551, as amended.

SECTION 31: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page left blank intentionally]

PASSED AND APPROVED, this 8th day of May, 2025.

CITY OF JUSTIN, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A

DESCRIPTION OF PROPERTY

Fire Truck and Fire Fighting Equipment

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of May 8, 2025 (this "Agreement"), by and between BOKF, NA, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Justin, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Justin, Texas, Public Property Finance Contractual Obligations, Series 2025" (the "Securities"), dated May 1, 2025, such Securities scheduled to be delivered to the initial purchasers thereof on or about June 5, 2025; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

BOKF, NA
Corporate Trust Services
2405 Grand Blvd., Suite 840
Kansas City, MO 64108

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and

will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively

declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Notwithstanding anything contained herein, the representation contained in this Section shall survive termination of this Agreement until the statute of limitations has run.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA

By: _____

Title: _____

Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

CITY OF JUSTIN, TEXAS

By: _____
Mayor

Address: 415 North College Avenue
Justin, Texas 76247

ATTEST:

City Secretary

ANNEX A



Remit to:
17350 State Hwy 249 Ste. 250
Houston, TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

INVOICE

Number	402830
Invoice Date	03/06/2025
Ordered Date	11/01/2024
Page	1

Bill to: JUSTIN FIRE DEPARTMENT
310 NORTH SEALY AVE
JUSTIN, TX 76247

Ship to: JUSTIN FIRE DEPARTMENT
310 NORTH SEALY AVE
JUSTIN, TX 76247

Phone: (940) 395-0547

Phone: (940) 395-0547

Cust Code	Ordered By	Salesman	VENDOR #	Customer PO
	MATTHEW MITCHELL	APPARATUS		
Entered By	FOB	Ship Via	Terms	
BRIAN RUSSELL	DESTINATION	BEST WAY	DUR	

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	B/O					
1	1	0	EA	MET-APPARATUS	2025 SPARTAN S180 MODEL 3106 PER FIRE DEPARTMENT SPECIFICATIONS SPARTAN CHASSIS VIN:4S9BCEUB0SB559327 SPARTAN BODY: 524042-01	979,640.00	979,640.00

SubTotal 979,640.00

TOTAL 979,640.00



City Council Coversheet
May 8, 2025
415 N. COLLEGE AVE.

Agenda Item: 3. (ACTION ITEM(S))

Title: Consider all matters an incident and related to the issuance and sale of City of Justin, Texas General Obligation Bonds, Series 2025, by adopting Ordinance 802-25 authorizing the issuance of such bonds; and take appropriate action.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Council Action: I move to adopt Ordinance 802-25 authorizing the issuance and sale of City of Justin, Texas, General Obligation Bonds, Series 2025, and resolving other matters incident to and relating to the issuance and sale of such bonds.

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. At the April 10th regular Council Meeting, Council adopted Resolution 746-25 which provided an amendment, *AIA Document A133-2019 Exhibit A*, to the original CMAR Agreement with Crossland Construction Company, Inc. and retained them as the Construction Manager as Constructor for a Guaranteed Maximum Price not to exceed \$17,629,222. Please note that the GMP does not include Architectural and Engineering costs, estimated to be \$1,970,000. The proposed Bond Issuance of \$19.6M includes the total costs of construction, Architectural, and Engineering. We anticipate taking delivery of the Bond proceeds June 5th.

City Attorney Review: Yes

Attachments:

1. CITY OF JUSTIN GO 2025 -Draft Ordinance with Exhibit A

ORDINANCE NO. 802-25

AN ORDINANCE authorizing the issuance of "CITY OF JUSTIN, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2025," specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement, and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, the City Council (the "City Council") of the City of Justin, Texas (the "City"), finds and determines that \$_____ in principal amount of general obligation bonds approved and authorized to be issued at an election held on November 7, 2023, should be issued and sold at this time pursuant to Texas Government Code, Chapter 1331, as amended; a summary of the general obligation bonds authorized at said election, the principal amounts authorized, amounts heretofore issued and being issued pursuant to this ordinance and amounts remaining to be issued subsequent hereto being as follows:

<u>Purpose</u>	<u>Date Approved</u>	<u>Principal Amount Approved (\$)</u>	<u>Amounts Previously Issued (\$)</u>	<u>Amounts Being Issued (\$)*</u>	<u>Amounts Remaining (\$)</u>
Firefighting Facilities	11/07/23	21,790,000	0	_____	_____0

*Includes original issue premium in the amount of \$_____ which the City has allocated to and applied against the voted authorization.

WHEREAS, the City Council hereby reserves and retains the right to issue the balance of unissued bonds approved at the November 7, 2023, election in one or more installments when, in the judgment of the City Council, funds are needed to accomplish the purposes for which such bonds were voted; and

WHEREAS, the City Council hereby finds and determines bonds should be issued and sold at this time in the amount and manner hereinafter provided; now, therefore,

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

Section 1: Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title "CITY OF JUSTIN, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2025" (hereinafter referred to as the "Bonds"), for the purpose of providing funds for (1) permanent public improvements and public purposes, to wit: designing, acquiring, constructing, improving, and equipping firefighting facilities, including a new fire station and the acquisition of land, easements and rights-of-way therefor; and (2) to pay the costs of issuance, all in accordance with authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1331 of the Texas Government Code, as amended.

Section 2: Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated May 1, 2025 (the "Dated Date"), shall be in denominations of \$5,000 or any integral

multiple (within a Stated Maturity) thereof, and shall become due and payable on August 15 in each of the years and in principal amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		
2051		
2052		
2054		
2055		

Bonds shall bear interest on the unpaid principal amounts from the date of the initial delivery of the Bonds at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2026.

Section 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the “Holders”) appearing on the Security Register (defined below) for the Bonds maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of BOKF, NA, Dallas, Texas, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. The City agrees and covenants to cause to be kept and maintained by the Paying Agent/Registrar books and records for the

registration, payment and transfer of the Bonds (the "Security Register"), all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement" substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe; and the Mayor, Mayor Pro Tem and City Secretary of the City are hereby authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at their Stated Maturities or upon their earlier redemption only upon presentation and surrender to the Paying Agent/Registrar at its designated offices initially in Kansas City, Missouri; or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the Bonds shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities on a scheduled payment date on the Bonds, and for thirty (30) days thereafter, a new record date for such interest payment for such maturity or maturities (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4: Redemption.

(a) Optional Redemption. The Bonds having Stated Maturities on and after August 15, 2035, shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2034 or on any date thereafter at the redemption price of par, together with accrued interest to the redemption date.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to an optional redemption date (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the

right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed and the date set for the redemption thereof.

(c) Mandatory Redemption. The Bonds having a Stated Maturity of August 15, 20__ and 20__ (the "Term Bonds") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Term Bonds due August 15, 20__</u>		<u>Term Bonds due August 15, 20__</u>	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>	<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
August 15, 20__		August 15, 20__	
August 15, 20__(maturity)		August 15, 20__(maturity)	

At least forty-five (45) days prior to each mandatory redemption date for the Term Bonds, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the Stated Maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Interest and Sinking Fund (as hereinafter defined). Any Term Bond not selected for prior redemption shall be paid on the date of its Stated Maturity.

The principal amount of the Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.

(d) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bonds as representing the number of Bonds Outstanding which is obtained by dividing the principal amount by \$5,000 and shall select the Bonds, or principal amounts thereof, to be redeemed within such Stated Maturity by lot.

(e) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount to be redeemed, shall become due and payable on the redemption date specified, and the accruing of interest shall cease from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Bonds to be redeemed,

in whole or in part, by the Holder. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given or waived as herein provided, such Bond (or the principal amount to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(f) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the City, be conditional upon receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and in accordance with the provisions of an agreement with the Paying Agent/Registrar and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each Holder of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind, of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated assignee or transferee of the previous Holder, one or more new Bonds of authorized denominations and of like Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/ Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations

of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds", evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

Section 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment, redemption and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC, who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

Section 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem, under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers and the seal of the City on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Dated Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals, or either of them, shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Bond duly signed shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

Section 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the total principal amount shown in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of the Paying Agent/Registrar and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

The City may provide (i) for the issuance of one fully registered Bond for each Stated Maturity in the aggregate principal amount of each Stated Maturity and (ii) for the registration of such Bonds in the name of a securities depository, or the nominee thereof. While the Bond is registered in the name of a securities depository or its nominee, references herein and in the Bonds to the Holder or registered owner of such Bonds shall mean the securities depository or its nominee and shall not mean any other person.

(b) Form of Definitive Bond.

REGISTERED
NO. R-_____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF JUSTIN, TEXAS
GENERAL OBLIGATION BOND
SERIES 2025

Dated Date:
May 1, 2025

Interest Rate:

Stated Maturity:
August 15, _____

CUSIP No.:

Registered Owner:

Principal Amount:

DOLLARS

The City of Justin (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof (the "Registered Owner"), on the Stated Maturity date specified above, the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of the initial delivery of the Bonds) at the per annum rate of interest specified above computed on the basis of a 360-day year consisting of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, until maturity or prior redemption, commencing February 15, 2026. Principal of this Bond is payable at its Stated Maturity or date of redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Security Register or by such other method, acceptable to

the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the Bonds shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for (1) permanent public improvements and public purposes, to wit: designing, acquiring, constructing, improving, and equipping firefighting facilities, including a new fire station and the acquisition of land, easements and rights-of-way therefor; and (2) to pay the costs of issuance, all in accordance with authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1331, as amended, and pursuant to an ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

<u>Term Bonds due August 15, 20__</u>		<u>Term Bonds due August 15, 20__</u>	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>	<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
August 15, 20__		August 15, 20__	
August 15, 20__(maturity)		August 15, 20__(maturity)	

The particular Term Bonds of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like stated maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Bonds maturing on and after August 15, 20__, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon thirty (30) days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the

portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event of a partial redemption of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Registered Owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the City, be conditional upon receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners; the rights, duties and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his or her duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Dated Date.

CITY OF JUSTIN, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

THE STATE OF TEXAS

(
(
(
(

REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The office of the Paying Agent/Registrar in Kansas City, Missouri, is the Designated Payment/Transfer Office for this Bond.

BOKF, NA, Dallas, Texas,
as Paying Agent/Registrar

Registered this date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number: _____)
_____) the within Bond and all rights thereunder, and hereby
irrevocably constitutes and appoints _____
attorney to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this
assignment must correspond with the
name of the Registered Owner as it
appears on the face of the within Bond in
every particular.

(f) The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section,
except as follows:

Heading and the first paragraph shall be amended to read as follows:

NO. T-1

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF JUSTIN, TEXAS
GENERAL OBLIGATION BOND
SERIES 2025

Dated Date: May 1, 2025

Registered Owner: _____

Principal Amount: _____ THOUSAND DOLLARS

The City of Justin, Texas (hereinafter referred to as the "City"), a body corporate and
municipal corporation in the County of Denton, State of Texas, for value received, acknowledges
itself indebted to and hereby promises to pay to the Registered Owner named above (the
"Registered Owner"), or the registered assigns thereof, the Principal Amount hereinabove stated
on August 15 in the years and in principal installments in accordance with the following schedule:

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>INSTALLMENTS (\$)</u>	<u>INTEREST</u> <u>RATE (%)</u>
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(Information to be inserted from schedule in Section 2 hereof)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the
unpaid Principal Amount hereof from the interest payment date next preceding the "Registration
Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest
payment date, in which case it shall bear interest from such date, or unless the "Registration Date"
of this Bond is prior to the initial interest payment date in which case it shall bear interest from the
date of the initial delivery of the Bonds) at the per annum rate(s) of interest specified above,
computed on the basis of a 360-day year consisting of twelve 30-day months; such interest being
payable on February 15 and August 15 in each year until maturity or prior redemption,
commencing February 15, 2026. Principal installments of this Bond are payable at its Stated
Maturity or on a redemption date to the registered owner hereof by BOKF, NA, Dallas, Texas (the
"Paying Agent/Registrar"), upon presentation and surrender, at its designated offices, initially in

Kansas City, Missouri; or, with respect to a successor paying agent/registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the Bonds shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

Section 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "SPECIAL SERIES 2025 GENERAL OBLIGATION BOND FUND" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

The Mayor, City Manager, Assistant City Manager and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

Section 11: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence

satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the mutilated, destroyed, lost or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

Section 12: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities", shall mean (i) direct, noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

Section 13: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 23. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

Section 14: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds, as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds, as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and, (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

- (1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States

or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

- (2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

- (1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.
- (2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the

Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

- (3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.
- (4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and City Secretary of the City, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

Section 15: Sale of Bonds – Official Statement Approval. Pursuant to a public sale for the Bonds, the bid submitted by _____. (herein referred to as the "Purchasers") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Bonds to the Purchasers at the price of par plus premium in the amount of \$_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Bonds to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Bond shall be registered in the name as provided in the winning bid.

Furthermore, the Preliminary Official Statement prepared in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects, the Preliminary Official Statement is hereby deemed “final” as of its date, within the meaning of Rule 15c2-12 of the Securities Exchange Commission, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement reflecting the terms of the sale (together with changes approved by the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and City Secretary of the City, any one or more of said officials), shall be and is hereby approved as to form and content, and the Purchasers are hereby authorized to use and distribute said final Official Statement dated May 8, 2025, in the reoffering, sale and delivery of the Bonds to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized to execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers; and, such Official Statement in the final form and content shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

Section 16: Control and Custody of Bonds. The Mayor or Mayor Pro Tem of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and City Secretary of the City, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Bonds, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Bonds, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers, and, together with the City’s financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

Section 17: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale of the Bonds, excluding the amount to be used to pay costs of issuance and \$_____ of premium that will be deposited to the Interest and Sinking Fund, will be deposited with an official depository of the City to finance the permanent public improvements referenced in Section 1 hereof. Any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund. All surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund or, with regard to proceeds, to another fund later established for the payment of any of the Bonds.

Section 18: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 19: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

Section 20: Legal Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof shall accompany the global Bonds deposited with DTC, or a reproduction thereof shall be printed on the definitive Bonds in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

Section 21: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

Section 22: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6 and 8 through 15 in Appendix A, and the information in Appendix B. The Issuer will update and provide the information within six months after the end of each fiscal year ending in and after 2025. If the Issuer does not provide audited financial statements with such financial information and operating data, the Issuer will provide audited financial statements when and if available, within 12 months after the end of each fiscal year ending in or after 2024. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B of the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events.

The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the

Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds; and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City’s right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 23: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

Section 24: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 25: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 26: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 27: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 28: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 29: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 30: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

Section 31: Public Meeting. It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 32: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028.

PASSED AND APPROVED, this 8th day of May, 2025.

CITY OF JUSTIN, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of May 8, 2025 (this "Agreement"), by and between BOKF, NA, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Justin, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Justin, Texas, General Obligation Bonds, Series 2025" (the "Securities"), dated May 1, 2025, such Securities scheduled to be delivered to the initial purchasers thereof on or about June 5, 2025; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

BOKF, NA
Corporate Trust Services
2405 Grand Blvd., Suite 840
Kansas City, MO 64108

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and

will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively

declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Notwithstanding anything contained herein, the representation contained in this Section shall survive termination of this Agreement until the statute of limitations has run.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA

By: _____

Title: _____

Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

CITY OF JUSTIN, TEXAS

By: _____
Mayor

Address: 415 North College Avenue
Justin, Texas 76247

ATTEST:

City Secretary

ANNEX A