

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



James Clark, Councilmember
Jim Tate, Councilmember

Elizabeth Woodall, Mayor

**CITY OF JUSTIN
CITY COUNCIL AGENDA
OCTOBER 11, 2022
415 N. COLLEGE AVE.
5:30 P.M.**

CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

Texas Flag: *“Honor the Texas Flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible”*

WORKSHOP SESSION

Discuss regular session agenda items

CONVENE INTO REGULAR SESSION- Immediately Following Workshop Session

PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

POSSIBLE ACTION ITEMS

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

CONSENT

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

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

EXECUTIVE SESSION

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

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

Convene into executive session.

Adjourn into open meeting.

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

FUTURE AGENDA ITEMS

ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 6TH day of October, 2022 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews

Brittany Andrews, City Secretary

City Council Meeting

October 11, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #1

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

Department: Administration

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

Recommendation:

Background: The Justin Heritage Foundation would like to submit a proposal for approval to place bricks in various areas of the Justin Town Square development and/or others areas in Justin when projects come up or areas are redone. The proceeds from the bricks would benefit JHF and would be ordered by the Board of Directors. They wanted to get this before council now while planning is underway for the town square development. Brick mockups have been provided for reference.

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

City Attorney Review: N/A

Attachments:

1. Brick Mockups

PERSONNEL CHALLENGE PLAN

THE UNIVERSITY OF CHICAGO PRESS

GWIN

ASSANTE FAMILY
SCOTT & KATHY
RACHEL & ETHAN

ADA
JARVIS

IN RE
TH

THE
KESSENICH
FAMILY

AARON & JILL
JACK ~ KALI ~ ADAM
KORTHAS ~ 2017

HAPPILY
EVER
DAUPHIN

BAKER FAMILY
RICKY, KRIST
LILLIAN AND J

D.O. BRAY "GEE"
CARSON, BRENDON,
THOMAS, HUDSON, LULU

THE WATERS FAMILY
DANIEL, JASMINE,
SYDNEY, AND MAKENA

GA

MARY AND JH JONES
PEARLE JONES BROWN
OLIVER JONES
EDYTHE J. MILLIGAN
GEORGE R. JONES

BAILEY, MARY
JESSI, STEVE & VIC
WATERMARK FAMILY

MEMORY OF
JANET FAYE DE MENT
1-18-42-6-25-11

ROBERT KIL
ZIMMERM
MADISON AL

THE SHINSKY FAMILY
ADAM, BRÖK, PALMER
& BARRETT

CLEATIUS AND
PHYLLIS
COPELAND

IN HONOR OF DAD
YOU LIVE IN OUR
HEARTS
PAUL AND ROBIN

DYLAN ORBAN

THE PADILLA'S

IN LOVING
MY MOTHE
GRACE A

IN MEMORY OF





City Council Meeting

October 11, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: # 2

Title: Consider and take appropriate action to approve Ordinance 740-22 approving an end of year budget amendment for the City of Justin Fiscal Year 2021-2022.

Department: Administration

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

Recommendation: Move to approve Ordinance 740-22, approving an end of year budget amendment for the City of Justin Fiscal Year 2021-2022.

Background:

The end of year budget amendment is a routine function that allows staff to ensure that the budget has been balanced at the end of year by recognizing additional revenues and making sure all expenses have been accounted for.

City Attorney Review: N/A

Attachments:

CITY OF JUSTIN, TEXAS

ORDINANCE NUMBER 740-22

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF JUSTIN, TEXAS AMENDING ORDINANCE
NUMBER 710-21, AUTHORIZING CERTAIN
BUDGET AMENDMENTS PERTAINING TO THE FY
2021-2022 BUDGET; AS SET OUT IN EXHIBIT "A";
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Council approved Ordinance number 710-21 Fiscal Year 2021-2022 Budget beginning October 1, 2021, and ending September 30, 2022; and,

WHEREAS, City Departments regularly review their budget appropriations to ensure they are within budget parameters and determine if any changes are necessary; and,

WHEREAS, based on reviews by City Departments, the City Manager and Finance Director have prepared amendments to certain appropriations and expenditures in the Fiscal Year 2021-2022 Budget and submitted to the City Council for approval and a true and correct copy is attached as Exhibit "A"; and,

WHEREAS, the City Council has the authority to approve amendments to Ordinance 710-21; City Budget; and,

WHEREAS, the City Council has determined that the proposed amendments to the Fiscal Year 2021-2022 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 Ordinance No. 710-21, the Fiscal Year 2021-2022 Budget Ordinance, is hereby amended to incorporate the changes set out in Exhibit "A" and are hereby authorized and approved.

SECTION 2. The City Council further finds the amended budget line items will not cause the total expenditures in the budget to exceed the total original budgeted amount.

SECTION 3. All portions of the existing FY 2021-2022 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 4. 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 5. That this Ordinance shall become effective from and after its adoption and is so ordained.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN ON
THE 11th DAY OF OCTOBER 2022.**

CITY OF JUSTIN, TEXAS

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney

BUDGET AMENDMENT

FISCAL YEAR

FY 2021-2022

General Fund Amended Revenue

| ACCOUNT NUMBER | LINE ITEM | FY 2021-2022 BUDGET | FY 2021-2022 AMENDMENT | BUDGET CHANGE |
|----------------|-------------------------------|------------------------|---------------------------|------------------|
| 100-410110 | PROPERTY TAX I & S | \$ 3,439,095.00 | \$ 3,383,099.10 | \$ (55,995.90) |
| 100-410120 | SALES TAX | \$ 937,277.00 | \$ 1,009,969.00 | \$ 72,692.00 |
| 100-420200 | FRANCHISE FEES | \$ 195,000.00 | \$ 179,990.00 | \$ (15,010.00) |
| 100-420230 | WASTE CONNECTIONS | \$ 35,000.00 | \$ 24,864.03 | \$ (10,135.97) |
| 100-420290 | MISC | \$ 10,000.00 | \$ 6,510.00 | \$ (3,490.00) |
| 100-420305 | RIGHT-OF-WAY FEES | \$ - | \$ 625.55 | \$ 625.55 |
| 100-430505 | SIGN PERMITS | \$ 2,750.00 | \$ 800.00 | \$ (1,950.00) |
| 100-430515 | BUILDING PERMITS | \$ 650,000.00 | \$ 525,941.28 | \$ (124,058.72) |
| 100-430517 | PLAN REVIEW FEE | \$ 120,000.00 | \$ 118,500.11 | \$ (1,499.89) |
| 100-430520 | CERTIFICATE OF OCCUPANCY | \$ 25,000.00 | \$ 28,650.00 | \$ 3,650.00 |
| 100-430525 | CONTRACTOR REGISTRATION | \$ 4,000.00 | \$ 5,030.00 | \$ 1,030.00 |
| 100-430530 | ELECTRIC LICENSE/PERMITS | \$ 1,800.00 | \$ 7,109.00 | \$ 5,309.00 |
| 100-430535 | GARAGE SALE | \$ 380.00 | \$ 715.00 | \$ 335.00 |
| 100-430540 | HEALTH PERMIT | \$ 6,000.00 | \$ 6,860.00 | \$ 860.00 |
| 100-430542 | INSPECTION FEES | \$ 90,000.00 | \$ 12,731.36 | \$ (77,268.64) |
| 100-430543 | DEVELOPMENT INSPECTION FEES | \$ - | \$ 1,252,749.91 | \$ 1,252,749.91 |
| 100-430545 | MECHANICAL | \$ 1,000.00 | \$ 2,130.00 | \$ 1,130.00 |
| 100-430550 | DEVELOPMENT FEES | \$ 50,000.00 | \$ 127,024.88 | \$ 77,024.88 |
| 100-430555 | PLUMBING | \$ 10,000.00 | \$ 21,372.00 | \$ 11,372.00 |
| 100-430565 | ZONING FEES | \$ 150.00 | \$ 8,840.00 | \$ 8,690.00 |
| 100-435600 | MISC LICENSE , PERMITS & FEES | \$ - | \$ 4,873.73 | \$ 4,873.73 |
| 100-435620 | GAS WELL REVENUE | \$ 6,558.00 | \$ 74,798.59 | \$ 68,240.59 |
| 100-435640 | VENDOR PERMITS | \$ 1,235.00 | \$ 100.00 | \$ (1,135.00) |
| 100-435690 | MISC | \$ 150,000.00 | \$ 3,480.00 | \$ (146,520.00) |
| 100-440310 | ARREST | \$ 4,500.00 | \$ 4,152.59 | \$ (347.41) |
| 100-440320 | COURT COST | \$ 61,677.00 | \$ 43,900.87 | \$ (17,776.13) |
| 100-440340 | FINES | \$ 100,000.00 | \$ 67,487.67 | \$ (32,512.33) |
| 100-440350 | MVBA | \$ 2,500.00 | \$ 5,285.32 | \$ 2,785.32 |
| 100-440360 | NOTARY | \$ 25.00 | \$ 31.95 | \$ 6.95 |
| 100-440370 | OMNI BASE | \$ 210.00 | \$ 1,125.65 | \$ 915.65 |
| 100-440380 | SCHOOL CROSSING FEES | \$ 50.00 | \$ 32.64 | \$ (17.36) |
| 100-440390 | WARRANT COLLECTION | \$ 3,200.00 | \$ 3,272.35 | \$ 72.35 |
| 100-445410 | LEOSE TRAINING | \$ - | \$ 983.36 | \$ 983.36 |
| 100-445430 | ALARMS | \$ 350.00 | \$ 480.00 | \$ 130.00 |
| 100-445450 | POLICE REPORT | \$ 300.00 | \$ 160.01 | \$ (139.99) |
| 100-450710 | FINES, FAX, COPIES, PRINTING | \$ 300.00 | \$ 232.30 | \$ (67.70) |
| 100-450810 | EVENT SPONSORS | \$ - | \$ 100.00 | \$ 100.00 |
| 100-460810 | BALLFIELD RENTAL | \$ - | \$ 21,942.50 | \$ 21,942.50 |
| 100-460830 | FACILITY RENTAL | \$ 10,000.00 | \$ - | \$ (10,000.00) |
| 100-470310 | SECURITY FEES | \$ - | \$ 672.04 | \$ 672.04 |
| 100-470320 | TECHNOLOGY FEES | \$ - | \$ 901.54 | \$ 901.54 |

| | | | | | | | |
|------------|------------------------|----|-----------|----|------------|------------------------|-------------|
| 100-470410 | CHILD SAFETY FUNDS | \$ | - | \$ | 5,101.35 | \$ | 5,101.35 |
| 100-470440 | COMMUNITY EVENTS | \$ | - | \$ | 115,293.00 | \$ | 115,293.00 |
| 100-470710 | BOOK SALE | \$ | 16.00 | \$ | 11.50 | \$ | (4.50) |
| 100-470720 | COUNTY FUNDING-LIBRARY | \$ | 13,500.00 | \$ | 14,200.00 | \$ | 700.00 |
| 100-470730 | LIBRARY DONATIONS | \$ | - | \$ | 7,611.45 | \$ | 7,611.45 |
| 100-475910 | INTEREST INCOME | \$ | 15,000.00 | \$ | 2,308.68 | \$ | (12,691.32) |
| 100-480900 | MISCELLANEOUS REVENUE | \$ | - | \$ | 25,179.96 | \$ | 25,179.96 |
| | | | | | | \$ 1,180,357.27 | |

BUDGET AMENDMENT**FISCAL YEAR**

FY 2021-2022

General Fund Amended Expenditures

| ACCOUNT NUMBER | LINE ITEM | FY 2021-2022 BUDGET | FY 2021-2022 AMENDMENT | BUDGET | CHANGE |
|-----------------|--------------------------------|------------------------|---------------------------|--------------|--------|
| 100-1500-616010 | SALARIES | \$ 546,815.00 | \$ 599,908.93 | \$ 53,093.93 | |
| 100-1500-616015 | CERTIFICATION PAY | \$ 1,800.00 | \$ 2,100.00 | \$ 300.00 | |
| 100-1500-616030 | SOCIAL SECURITY (FICA) | \$ 34,089.00 | \$ 37,195.43 | \$ 3,106.43 | |
| 100-1500-616035 | MEDICARE | \$ 7,972.00 | \$ 8,699.16 | \$ 727.16 | |
| 100-1500-616040 | RETIREMENT | \$ 41,429.00 | \$ 44,497.66 | \$ 3,068.66 | |
| 100-1500-616050 | HEALTH INSURANCE | \$ 63,840.00 | \$ 68,335.12 | \$ 4,495.12 | |
| 100-1500-616065 | UNEMPLOYMENT TAX | \$ 68.00 | \$ 1,752.64 | \$ 1,684.64 | |
| 100-1500-626105 | ACCOUNTING/AUDIT | \$ 24,500.00 | \$ 40,596.48 | \$ 16,096.48 | |
| 100-1500-626110 | ADVERTISING/LEGAL NOTICE | \$ 1,200.00 | \$ 5,079.76 | \$ 3,879.76 | |
| 100-1500-626115 | WIRELESS SERVICES | \$ 3,000.00 | \$ 4,251.82 | \$ 1,251.82 | |
| 100-1500-626125 | APPRAISAL DISTRICT | \$ 15,694.00 | \$ 22,634.56 | \$ 6,940.56 | |
| 100-1500-626190 | CITY COUNCIL STIPEND | \$ 2,500.00 | \$ 5,250.00 | \$ 2,750.00 | |
| 100-1500-636595 | PRINTING | \$ 200.00 | \$ 1,103.89 | \$ 903.89 | |
| 100-1500-636615 | UNIFORMS | \$ 1,000.00 | \$ 1,668.00 | \$ 668.00 | |
| 100-1500-636625 | MEETING EXPENSE | \$ 1,500.00 | \$ 3,748.05 | \$ 2,248.05 | |
| 100-1500-636700 | TRAVEL & TRAINING | \$ 10,000.00 | \$ 10,558.70 | \$ 558.70 | |
| 100-1500-636710 | DUES, MEMBERSHIP & PUBLICATION | \$ 2,000.00 | \$ 3,469.00 | \$ 1,469.00 | |
| 100-1500-636715 | SUBSCRIPTIONS | \$ 1,000.00 | \$ 3,653.61 | \$ 2,653.61 | |
| 100-1500-647050 | EQUIPMENT | \$ - | \$ 3,774.00 | \$ 3,774.00 | |
| 100-1500-676950 | MISCELLANEOUS | \$ - | \$ 122.13 | \$ 122.13 | |
| 100-1500-676990 | OTHER MISC. EXPENSES | \$ 14,000.00 | \$ 53,644.63 | \$ 39,644.63 | |
| 100-1570-616060 | WORKERS COMP INSURANCE | \$ - | \$ 344.67 | \$ 344.67 | |
| 100-1570-616065 | UNEMPLOYMENT TAX | \$ - | \$ 311.95 | \$ 311.95 | |
| 100-1570-616090 | OTHER EMPLOYEE BENEFITS | \$ - | \$ 1,137.94 | \$ 1,137.94 | |
| 100-1570-626115 | WIRELESS SERVICES | \$ 350.00 | \$ 410.20 | \$ 60.20 | |
| 100-1570-636580 | OFFICE SUPPLIES | \$ 3,500.00 | \$ 6,038.28 | \$ 2,538.28 | |
| 100-1570-636581 | OFFICE EQUIPMENT | \$ 12,500.00 | \$ 12,453.58 | \$ (46.42) | |
| 100-1570-679760 | PROGRAMS & PROJECTS | \$ 15,000.00 | \$ 16,470.40 | \$ 1,470.40 | |
| 100-1650-616010 | SALARIES | \$ 56,801.00 | \$ 56,859.31 | \$ 58.31 | |
| 100-1650-616030 | SOCIAL SECURITY (FICA) | \$ 3,621.00 | \$ 3,809.02 | \$ 188.02 | |
| 100-1650-616035 | MEDICARE | \$ 847.00 | \$ 890.53 | \$ 43.53 | |
| 100-1650-616060 | WORKERS COMP INSURANCE | \$ 203.00 | \$ 225.07 | \$ 22.07 | |
| 100-1650-616065 | UNEMPLOYMENT TAX | \$ 9.00 | \$ 229.90 | \$ 220.90 | |
| 100-1650-616090 | OTHER EMPLOYEE BENEFITS | \$ - | \$ 589.25 | \$ 589.25 | |
| 100-1650-626215 | JUDGE | \$ 4,200.00 | \$ 4,358.00 | \$ 158.00 | |
| 100-1650-626230 | MVBA | \$ 5,000.00 | \$ 5,492.34 | \$ 492.34 | |
| 100-1650-626270 | STATE COURT COSTS | \$ 60,000.00 | \$ 71,802.69 | \$ 11,802.69 | |
| 100-1650-676950 | MISCELLANEOUS | \$ - | \$ 416.00 | \$ 416.00 | |
| 100-3200-616020 | OVERTIME | \$ 11,000.00 | \$ 15,105.72 | \$ 4,105.72 | |
| 100-3200-616065 | UNEMPLOYMENT TAX | \$ 117.00 | \$ 2,707.02 | \$ 2,590.02 | |
| 100-3200-626180 | CONTRACT SERVICES | \$ 4,400.00 | \$ 5,714.51 | \$ 1,314.51 | |

| | | | | | | | |
|-----------------|-----------------------------|----|------------|----|------------|----|------------|
| 100-3200-626350 | LAW ENFORCEMENT LIABILITY | \$ | 6,500.00 | \$ | 6,621.00 | \$ | 121.00 |
| 100-3200-636510 | RECRUITMENT | \$ | 500.00 | \$ | 580.00 | \$ | 80.00 |
| 100-3200-636555 | EMPLOYEE TESTING | \$ | 1,000.00 | \$ | 1,140.00 | \$ | 140.00 |
| 100-3200-636580 | OFFICE SUPPLIES | \$ | 1,200.00 | \$ | 1,286.86 | \$ | 86.86 |
| 100-3200-636585 | POSTAGE | \$ | 175.00 | \$ | 266.83 | \$ | 91.83 |
| 100-3200-636595 | PRINTING | \$ | 300.00 | \$ | 1,931.25 | \$ | 1,631.25 |
| 100-3200-636700 | TRAVEL & TRAINING | \$ | 7,700.00 | \$ | 9,675.58 | \$ | 1,975.58 |
| 100-3200-636810 | AUTO MAINT & REPAIRS | \$ | 9,000.00 | \$ | 15,031.23 | \$ | 6,031.23 |
| 100-3200-636840 | FUEL & OIL | \$ | 35,750.00 | \$ | 56,178.11 | \$ | 20,428.11 |
| 100-3200-636845 | RADIO EQUIPMENT | \$ | 3,500.00 | \$ | 3,542.61 | \$ | 42.61 |
| 100-3200-636860 | TIRES | \$ | 2,400.00 | \$ | 3,194.25 | \$ | 794.25 |
| 100-3200-636870 | EMPLOYEE REIMBURSEMENT | \$ | - | \$ | 122.22 | \$ | 122.22 |
| 100-3200-647030 | COMPUTER HARDWARE/SOFTWARE | \$ | 5,000.00 | \$ | 12,639.40 | \$ | 7,639.40 |
| 100-3200-647090 | SIRENS & CODE RED | \$ | - | \$ | 2,995.00 | \$ | 2,995.00 |
| 100-3200-676905 | CHEMICALS | \$ | 250.00 | \$ | 262.13 | \$ | 12.13 |
| 100-3500-616010 | SALARIES | \$ | 226,344.00 | \$ | 236,301.65 | \$ | 9,957.65 |
| 100-3500-616020 | OVERTIME | \$ | 30,309.00 | \$ | 36,470.55 | \$ | 6,161.55 |
| 100-3500-616030 | SOCIAL SECURITY (FICA) | \$ | 15,599.00 | \$ | 15,938.63 | \$ | 339.63 |
| 100-3500-616035 | MEDICARE | \$ | 3,648.00 | \$ | 3,727.50 | \$ | 79.50 |
| 100-3500-616040 | RETIREMENT | \$ | 18,959.00 | \$ | 19,487.16 | \$ | 528.16 |
| 100-3500-616065 | UNEMPLOYMENT TAX | \$ | 54.00 | \$ | 783.00 | \$ | 729.00 |
| 100-3500-626410 | FIRE DEPARTMENT | \$ | 605,562.00 | \$ | 606,785.00 | \$ | 1,223.00 |
| 100-3500-636810 | AUTO MAINT & REPAIRS | \$ | 1,500.00 | \$ | 8,021.79 | \$ | 6,521.79 |
| 100-3500-647090 | SIRENS & CODE RED | \$ | 3,000.00 | \$ | 5,492.16 | \$ | 2,492.16 |
| 100-4200-616065 | UNEMPLOYMENT TAX | \$ | 78.00 | \$ | 1,206.36 | \$ | 1,128.36 |
| 100-4200-626115 | WIRELESS SERVICES | \$ | 2,800.00 | \$ | 4,569.68 | \$ | 1,769.68 |
| 100-4200-636515 | BUILDING MAINTENANCE | \$ | 15,000.00 | \$ | 88,717.75 | \$ | 73,717.75 |
| 100-4200-636555 | EMPLOYEE TESTING | \$ | 500.00 | \$ | 965.00 | \$ | 465.00 |
| 100-4200-636580 | OFFICE SUPPLIES | \$ | 800.00 | \$ | 800.24 | \$ | 0.24 |
| 100-4200-636605 | SIGNAGE | \$ | 4,000.00 | \$ | 4,606.50 | \$ | 606.50 |
| 100-4200-636645 | TRAFFIC CONTROL SUPPLIES | \$ | 2,000.00 | \$ | 2,964.38 | \$ | 964.38 |
| 100-4200-636810 | AUTO MAINT & REPAIRS | \$ | 4,500.00 | \$ | 9,677.18 | \$ | 5,177.18 |
| 100-4200-636840 | FUEL & OIL | \$ | 10,000.00 | \$ | 16,223.80 | \$ | 6,223.80 |
| 100-4200-636870 | EMPLOYEE REIMBURSEMENT | \$ | - | \$ | 14.06 | \$ | 14.06 |
| 100-4200-647050 | EQUIPMENT | \$ | 42,543.00 | \$ | 42,615.50 | \$ | 72.50 |
| 100-4200-647100 | VEHICLE | \$ | 26,500.00 | \$ | 32,904.08 | \$ | 6,404.08 |
| 100-4200-676950 | MISCELLANEOUS | \$ | - | \$ | 200.00 | \$ | 200.00 |
| 100-7410-616015 | CERTIFICATION PAY | \$ | - | \$ | 650.00 | \$ | 650.00 |
| 100-7410-616065 | UNEMPLOYMENT TAX | \$ | 63.00 | \$ | 1,602.25 | \$ | 1,539.25 |
| 100-7410-626110 | ADVERTISING/LEGAL NOTICE | \$ | 1,275.00 | \$ | 1,927.20 | \$ | 652.20 |
| 100-7410-626115 | WIRELESS SERVICES | \$ | 2,002.00 | \$ | 3,897.56 | \$ | 1,895.56 |
| 100-7410-626145 | BUILDING INSPECTOR | \$ | 20,000.00 | \$ | 24,304.00 | \$ | 4,304.00 |
| 100-7410-626205 | ENGINEER | \$ | 50,000.00 | \$ | 159,039.92 | \$ | 109,039.92 |
| 100-7410-626245 | PLANNER | \$ | 62,000.00 | \$ | 108,696.09 | \$ | 46,696.09 |
| 100-7410-626250 | LANDSCAPE ARCHITECTURE | \$ | - | \$ | 46,753.95 | \$ | 46,753.95 |
| 100-7410-626274 | TECHNOLOGY/SOFTWARE UPGRADE | \$ | 24,500.00 | \$ | 30,283.96 | \$ | 5,783.96 |
| 100-7410-636810 | AUTO MAINT & REPAIRS | \$ | 1,500.00 | \$ | 1,822.32 | \$ | 322.32 |

| | | | | | | | |
|-----------------|----------------------------------|----|-----------|----|------------|----|------------|
| 100-7410-636840 | FUEL & OIL | \$ | 5,275.00 | \$ | 9,321.34 | \$ | 4,046.34 |
| 100-7410-647100 | VEHICLE | \$ | 16,000.00 | \$ | 21,600.83 | \$ | 5,600.83 |
| 100-9999-626140 | ATTORNEY | \$ | 40,000.00 | \$ | 45,807.76 | \$ | 5,807.76 |
| 100-9999-626155 | CHAMBER OF COMMERCE | \$ | 2,000.00 | \$ | 5,075.00 | \$ | 3,075.00 |
| 100-9999-626170 | COMPUTER MAINT & IT SERVICES | \$ | 40,000.00 | \$ | 60,540.55 | \$ | 20,540.55 |
| 100-9999-626180 | CONTRACT SERVICES | \$ | - | \$ | 1,250.00 | \$ | 1,250.00 |
| 100-9999-626200 | ELECTRICITY | \$ | 9,000.00 | \$ | 13,592.08 | \$ | 4,592.08 |
| 100-9999-626220 | MEALS ON WHEELS | \$ | 10,000.00 | \$ | 10,200.00 | \$ | 200.00 |
| 100-9999-626270 | CHILD ADVOCACY | \$ | 6,375.00 | \$ | 10,625.00 | \$ | 4,250.00 |
| 100-9999-626280 | TELEPHONE | \$ | 24,000.00 | \$ | 25,769.05 | \$ | 1,769.05 |
| 100-9999-626360 | REAL & PERSONAL PROPERTY | \$ | 11,000.00 | \$ | 12,436.02 | \$ | 1,436.02 |
| 100-9999-636505 | COPIER MAINTENANCE & SUPPLIES | \$ | 17,528.00 | \$ | 17,851.75 | \$ | 323.75 |
| 100-9999-636530 | COMMUNITY EVENTS | \$ | 35,000.00 | \$ | 154,939.93 | \$ | 119,939.93 |
| 100-9999-636580 | OFFICE SUPPLIES | \$ | 4,500.00 | \$ | 6,121.85 | \$ | 1,621.85 |
| 100-9999-636581 | OFFICE EQUIPMENT | \$ | - | \$ | 629.00 | \$ | 629.00 |
| 100-9999-636585 | POSTAGE | \$ | - | \$ | 236.00 | \$ | 236.00 |
| 100-9999-636595 | PRINTING | \$ | - | \$ | 1,566.30 | \$ | 1,566.30 |
| 100-9999-636710 | DUES, MEMBERSHIP & PUBLICATION | \$ | 7,000.00 | \$ | 7,084.70 | \$ | 84.70 |
| 100-9999-636901 | OTHER MAINTENANCE OPERATIONS & S | \$ | 4,700.00 | \$ | 5,186.91 | \$ | 486.91 |
| 100-9999-636950 | BANK CHARGES | \$ | 700.00 | \$ | 1,873.63 | \$ | 1,173.63 |
| 100-9999-676999 | MISC - GL BANK REC ADJUSTMENT | \$ | - | \$ | 25,676.81 | \$ | 25,676.81 |
| 100-9999-688090 | FINANCIAL FEES | \$ | 793.00 | \$ | 3,500.00 | \$ | 2,707.00 |

768,873.15

BUDGET AMENDMENT

FY 2021-2022

Water Sewer Fund Amended Revenue

| ACCOUNT NUMBER | LINE ITEM | FY 2021-2022 BUDGET | FY 2021-2022 AMENDMENT | BUDGET \$ CHANGE |
|-----------------------|-------------------|--------------------------------|-----------------------------------|-----------------------------|
| 505-470010 | WATER FEES | \$ 1,720,000.00 | \$ 2,063,813.27 | \$ 343,813.27 |
| 505-470020 | GARBAGE | \$ 245,000.00 | \$ 270,628.85 | \$ 25,628.85 |
| 505-470030 | BULK WATER | \$ 25,000.00 | \$ 45,525.00 | \$ 20,525.00 |
| 505-470040 | CSI | \$ 15,000.00 | \$ 17,500.00 | \$ 2,500.00 |
| 505-470045 | WATER TAP FEES | \$ 200,000.00 | \$ 119,600.00 | \$ (80,400.00) |
| 505-470050 | WATER IMPACT FEES | \$ 350,000.00 | \$ 636,802.00 | \$ 286,802.00 |
| 505-470051 | SEWER IMPACT FEES | \$ 250,000.00 | \$ 670,664.00 | \$ 420,664.00 |
| 505-470055 | METER PURCHASE | \$ 1,578.00 | \$ 4,118.11 | \$ 2,540.11 |
| 505-470060 | METER SET FEES | \$ 65,000.00 | \$ 53,643.50 | \$ (11,356.50) |
| 505-470070 | MISC. FEES | \$ 20,000.00 | \$ 63,160.55 | \$ 43,160.55 |
| 505-470080 | RECONNECT FEES | \$ 1,000.00 | \$ 11,357.67 | \$ 10,357.67 |
| 505-470090 | SWIFT FUNDS | \$ - | \$ 2,139,547.77 | \$ 2,139,547.77 |
| 505-470110 | SEWER FEES | \$ 800,000.00 | \$ 1,168,513.33 | \$ 368,513.33 |
| 505-470115 | SEWER TAP FEES | \$ 300,000.00 | \$ 164,000.00 | \$ (136,000.00) |
| | | | | \$ 3,436,296.05 |

BUDGET AMENDMENT**FISCAL YEAR**

FY 2021-2022

Water Sewer Fund Amended Expenditures

| ACCOUNT NUMBER | LINE ITEM | FY 2021-2022 BUDGET | FY 2021-2022 AMENDMENT | BUDGET | \$ CHANGE |
|-----------------|--------------------------------|------------------------|---------------------------|--------|-------------------|
| 505-2300-616015 | CERTIFICATION PAY | \$ 2,280.00 | \$ 3,535.00 | \$ | 1,255.00 |
| 505-2300-616020 | OVERTIME | \$ 12,000.00 | \$ 17,027.72 | \$ | 5,027.72 |
| 505-2300-616065 | UNEMPLOYMENT TAX | \$ 39.00 | \$ 1,015.14 | \$ | 976.14 |
| 505-2300-626115 | WIRELESS SERVICES | \$ 1,500.00 | \$ 2,430.33 | \$ | 930.33 |
| 505-2300-626200 | ELECTRICITY | \$ 55,500.00 | \$ 66,702.59 | \$ | 11,202.59 |
| 505-2300-636515 | BUILDING MAINTENANCE | \$ 20,000.00 | \$ 20,048.18 | \$ | 48.18 |
| 505-2300-636585 | POSTAGE | \$ 500.00 | \$ 679.02 | \$ | 179.02 |
| 505-2300-636840 | FUEL & OIL | \$ 3,500.00 | \$ 7,048.75 | \$ | 3,548.75 |
| 505-2300-676925 | LAB TEST CHARGES | \$ 11,000.00 | \$ 11,897.00 | \$ | 897.00 |
| 505-2300-676990 | OTHER MISC. EXPENSES | \$ - | \$ 100.00 | \$ | 100.00 |
| 505-2400-616060 | WORKERS COMP INSURANCE | \$ 4,450.00 | \$ 4,648.27 | \$ | 198.27 |
| 505-2400-616065 | UNEMPLOYMENT TAX | \$ 39.00 | \$ 1,006.33 | \$ | 967.33 |
| 505-2400-626115 | WIRELESS SERVICES | \$ 2,000.00 | \$ 2,393.42 | \$ | 393.42 |
| 505-2400-626180 | CONTRACT SERVICES | \$ 10,000.00 | \$ 227,669.36 | \$ | 217,669.36 |
| 505-2400-626195 | CREDIT CARD | \$ 12,500.00 | \$ 13,929.75 | \$ | 1,429.75 |
| 505-2400-626200 | ELECTRICITY | \$ 5,500.00 | \$ 7,024.88 | \$ | 1,524.88 |
| 505-2400-626205 | ENGINEER | \$ - | \$ 31,165.88 | \$ | 31,165.88 |
| 505-2400-626285 | WATER PURCHASE | \$ 875,000.00 | \$ 983,347.72 | \$ | 108,347.72 |
| 505-2400-636515 | BUILDING MAINTENANCE | \$ 5,000.00 | \$ 5,129.22 | \$ | 129.22 |
| 505-2400-636615 | UNIFORMS | \$ 2,500.00 | \$ 2,517.24 | \$ | 17.24 |
| 505-2400-636740 | METER PURCHASE | \$ 50,000.00 | \$ 61,205.67 | \$ | 11,205.67 |
| 505-2400-636810 | AUTO MAINT & REPAIRS | \$ 3,500.00 | \$ 4,425.63 | \$ | 925.63 |
| 505-2400-636840 | FUEL & OIL | \$ 7,400.00 | \$ 16,648.39 | \$ | 9,248.39 |
| 505-2400-636870 | EMPLOYEE REIMBURSEMENT | \$ - | \$ 14.58 | \$ | 14.58 |
| 505-2400-676950 | MISCELLANEOUS | \$ - | \$ 1,066.61 | \$ | 1,066.61 |
| 505-2400-676990 | OTHER MISC. EXPENSES | \$ - | \$ 100.00 | \$ | 100.00 |
| 505-2500-616020 | OVERTIME | \$ - | \$ 391.37 | \$ | 391.37 |
| 505-2500-616090 | OTHER EMPLOYEE BENEFITS | \$ - | \$ 428.68 | \$ | 428.68 |
| 505-2500-626115 | WIRELESS SERVICES | \$ - | \$ 447.15 | \$ | 447.15 |
| 505-2500-626195 | CREDIT CARD | \$ - | \$ 27,638.08 | \$ | 27,638.08 |
| 505-2500-636580 | OFFICE SUPPLIES | \$ 500.00 | \$ 2,063.31 | \$ | 1,563.31 |
| 505-2500-636581 | OFFICE EQUIPMENT | \$ 500.00 | \$ 689.50 | \$ | 189.50 |
| 505-2500-636585 | POSTAGE | \$ 10,000.00 | \$ 12,885.10 | \$ | 2,885.10 |
| 505-2500-636590 | POSTAGE/SHIPPING | \$ - | \$ 2,010.00 | \$ | 2,010.00 |
| 505-2500-636710 | DUES, MEMBERSHIP & PUBLICATION | \$ - | \$ 96.90 | \$ | 96.90 |
| 505-2500-636720 | TRAINING AND EDUCATION | \$ - | \$ 300.00 | \$ | 300.00 |
| 505-2500-636870 | EMPLOYEE REIMBURSEMENT | \$ - | \$ 152.75 | \$ | 152.75 |
| 505-2500-647065 | Tyler Incode Software | \$ - | \$ 3,790.60 | \$ | 3,790.60 |
| 505-2500-676920 | GARBAGE COLLECTION | \$ 235,000.00 | \$ 250,940.34 | \$ | 15,940.34 |
| | | | | | 464,402.46 |

BUDGET AMENDMENT**FISCAL YEAR**

FY 2021-2022

EDC and CDC

| ACCOUNT NUMBER | LINE ITEM | FY 2021-2022 BUDGET | FY 2021-2022 AMENDMENT | BUDGET | \$ CHANGE |
|-----------------|--------------------------------|------------------------|---------------------------|------------|----------------|
| EDC | | | | | |
| 235-410100 | SALES TAX | \$ 238,690.00 | \$ | 252,492.40 | \$ 13,802.40 |
| 235-475910 | INTEREST INCOME | \$ 500.00 | \$ | 85.65 | \$ (414.35) |
| 235-7520-623330 | ERRORS & OMMISSIONS | \$ 170.00 | \$ | - | \$ (170.00) |
| 235-7520-626110 | ADVERTISING/LEGAL NOTICE | \$ 23,869.00 | \$ | 11,431.00 | \$ (12,438.00) |
| 235-7520-626120 | PROFESSIONAL FEES | \$ - | \$ | 6,625.00 | \$ 6,625.00 |
| 235-7520-626183 | CONSULTING SERVICES | \$ 200.00 | \$ | 100.00 | \$ (100.00) |
| 235-7520-626335 | WEBSITE | \$ 2,000.00 | \$ | - | \$ (2,000.00) |
| 235-7520-626360 | REAL & PERSONAL PROPERTY | \$ 142.00 | \$ | - | \$ (142.00) |
| 235-7520-636330 | BANK FEES | \$ - | \$ | 112.91 | \$ 112.91 |
| 235-7520-636700 | TRAVEL & TRAINING | \$ 1,000.00 | \$ | 300.00 | \$ (700.00) |
| 236-410100 | SALES TAX | \$ 238,690.00 | \$ | 252,492.40 | \$ 13,802.40 |
| 236-475910 | INTEREST | \$ 500.00 | \$ | 108.45 | \$ (391.55) |
| 236-7530-626110 | ADVERTISING/LEGAL NOTICE | \$ 23,869.00 | \$ | 5,760.00 | \$ (18,109.00) |
| 236-7530-626335 | WEBSITE | \$ 2,000.00 | \$ | - | \$ (2,000.00) |
| 236-7530-636700 | TRAVEL & TRAINING | \$ 1,000.00 | \$ | 200.00 | \$ (800.00) |
| 236-7530-636710 | DUES, MEMBERSHIP & PUBLICATION | \$ 3,250.00 | \$ | - | \$ (3,250.00) |

City Council Meeting

October 11, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #3 (Consent)

Title: Consider and take appropriate action to approve the Interlocal Cooperation Agreement for Library Services between the City of Justin and Denton County.

Department: Administration

Contact: Library and Court Administrator, Lesa Keith

Recommendation: Approve the Interlocal Cooperation Agreement for Library Services between the City of Justin and Denton County as presented.

Background: The interlocal cooperation agreement for library services with Denton County is approved annually. The County will pay the City's library \$3,900 based on the NCTCOG population estimates and will pay an additional \$10,000 throughout the year so long as we continue to also support the library's funding (which we have done through our budget).

City Attorney Review: N/A

Attachments: 1. ICA for library services

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

JUSTIN COMMUNITY LIBRARY

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City of Justin, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2022.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2022, through September 30, 2023.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate Library Director to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. Library Director shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY**.

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

*To the fullest extent permitted by law, the **MUNICIPALITY** agrees to hold harmless and indemnify the **COUNTY** from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the **MUNICIPALITY**, its officers, agents or employees.*

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

| | |
|--|---|
| The address of the COUNTY is: | Denton County Judge 1 Courthouse Drive, Suite 3100 Denton, Texas 76208 Telephone: 940-349-2820 |
| The address of the MUNICIPALITY is: | Justin Community Library c/o The City of Justin, Texas 408 Pafford Justin, Texas 76247 Attention: Lesa Keith Telephone: 940-648-2541, Ext. 6 |

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **THREE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$3,900.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to the **MUNICIPALITY** commencing on October 1, 2022. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** in matching funds upon the following conditions:

1. The **MUNICIPALITY** shall attempt to secure funding from sources other than the **COUNTY**.
2. Upon receipt of additional funding, the **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on a quarterly basis.
3. The **COUNTY** shall match the **MUNICIPALITY'S** additional funding in an amount not to exceed \$10,000.00.

4. Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography. The technology protection measures shall be in compliance with the Children's Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2022.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED this _____ day of _____, 20____.

DENTON COUNTY, TEXAS

The City of Justin, Texas

By: _____
Andy Eads, County Judge
Denton County, Texas

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor

EXHIBIT A

DENTON COUNTY LIBRARY'S FUNDING (FY 2023)

PER CAPITA: \$ 0.338302
MATCHING: \$ 10,000.00

| | |
|-------------------------------------|---------|
| DENTON COUNTY POPULATION: | 950,660 |
| POPULATION OF CITIES WITH LIBRARIES | 491,840 |
| REMAINING POPULATION | 458,820 |

| | TOTAL | CITY | COUNTY | PER CAPITA | MATCHING | TOTAL | ROUNDED |
|-----------------------------|----------------|----------------|----------------|-------------------|------------------|-------------------|-------------------|
| LIBRARY | POP | POP | allocation | ALLOCATION | FUNDS | | |
| AUBREY | 37,961 | 19,640 | 18,321 | \$ 12,842 | \$ 10,000 | \$ 22,842 | \$ 22,900 |
| CARROLLTON | 261,149 | 135,110 | 126,039 | \$ 88,347 | \$ - | \$ 88,347 | \$ 88,400 |
| FLOWER MOUND | 151,865 | 78,570 | 73,295 | \$ 51,376 | \$ - | \$ 51,376 | \$ 51,400 |
| JUSTIN | 11,249 | 5,820 | 5,429 | \$ 3,806 | \$ 10,000 | \$ 13,806 | \$ 13,900 |
| KRUM | 11,191 | 5,790 | 5,401 | \$ 3,786 | \$ 10,000 | \$ 13,786 | \$ 13,800 |
| LEWISVILLE | 256,336 | 132,620 | 123,716 | \$ 86,719 | \$ - | \$ 86,719 | \$ 86,800 |
| LITTLE ELM | 99,813 | 51,640 | 48,173 | \$ 33,767 | \$ 10,000 | \$ 43,767 | \$ 43,800 |
| PILOT POINT | 9,336 | 4,830 | 4,506 | \$ 3,158 | \$ 10,000 | \$ 13,158 | \$ 13,200 |
| PONDER | 4,736 | 2,450 | 2,286 | \$ 1,602 | \$ 10,000 | \$ 11,602 | \$ 11,700 |
| SANGER | 18,304 | 9,470 | 8,834 | \$ 6,192 | \$ 10,000 | \$ 16,192 | \$ 16,200 |
| THE COLONY | 88,718 | 45,900 | 42,818 | \$ 30,014 | \$ 10,000 | \$ 40,014 | \$ 40,100 |
| TOTAL | 950,660 | 491,840 | 458,820 | \$ 321,610 | \$ 80,000 | \$ 401,610 | \$ 402,200 |
| Aubrey Population: | | | | | | | |
| Aubrey | 7,580 | | | | | | |
| Crossroads | 1,830 | | | | | | |
| Krugerville | 1,970 | | | | | | |
| Providence | 8,260 | | | | | | |
| Total | 19,640 | | | | | | |
| Ponder Population: | 2,450 | | | | | | |
| Dish (Interlocal Agreement) | 200 | | | | | | |
| Total | 2,650 | | | | | | |

City Council Meeting

October 11, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #4 (Consent)

Title: Consider and take appropriate action approving City Council meeting minutes dated September 27, 2022.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Motion to approve consent items as presented.

Background:

City Attorney Review: N/A

Attachments:

1. September 27, 2022 draft minutes



Mayor, Elizabeth Woodall

MINUTES

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

Justin City Council Regular Session Meeting- September 27, 2022

The Justin City Council Meeting convened into a Regular Session being open to the public the 27th day of September, 2022 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, James Clark, and Chrissa Hartle. City Staff: City Manager, Chuck Ewings, Public Works Director, Josh Little, Planning and Development Director, Matt Cyr, Director of Strategic Service, Abbey Reece, City Secretary, Brittany Andrews, and City Attorney, Matthew Butler. Not present: Councilmember, Jim Tate.

Convene into Session: Mayor Woodall called the meeting to order at 6:01PM
Invocation led by: Councilman Mendoza

IMPORTANT DATES

- October 3, 2022 Municipal Court
- October 4, 2022 National Night Out 6PM-9PM at Bishop Park
- October 4, 2022 Parks and Recreation Advisory Board Meeting
- October 11, 2022 City Council Meeting
- October 15, 2022 Justin Clean Up Event 8AM-12PM & Volunteer Fire Department Fish Fry 4:30PM-7:30PM
- October 18, 2022 Planning and Zoning Commission Meeting
- October 20, 2022 Justin Economic Development and Community Development Meeting
- October 25, 2022 City Council Meeting
- October 27 – 28, 2022 The Haunted Library
- October 29, 2022 Movie Night sponsored by Papas Sunshine Sno Ball Co.

For event and meeting details: www.cityofjustin.com

STAFF/BOARD UPDATES

- Flock Safety presentation – Chief of Police, Alex Coss presented.

WORKSHOP SESSION

1. Discuss Fire Department Planning proposal.

Discuss regular session agenda items.

No citizen chose to speak.

CONVENE INTO REGULAR SESSION- Immediately Following Workshop Session

PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

Tom Cronberger, address on file – spoke on the flock safety, and electric cars.

Dan Jenkins, Lantana, TX – Apologized to Council for a misunderstanding of approval process for a proposed development.

Curtis Young, 1130 N. Carrol, Southlake, TX – working with staff on a variety of things pertaining to a development, and believes he can bring a lot of things to Justin with it.

POSSIBLE ACTION ITEMS

2. Consider and take appropriate action on approval of an amendment to the Justin Economic Development Corporation and Justin Community Development Corporation Fiscal Year 2021-2022 annual budget.

No Action

3. Consider and take appropriate action regarding Resolution 591-22 amending the City of Justin fee schedule.

Councilman Clark moved to approve item as presented.

Seconded by: Councilman Mendoza

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

Not Present: Councilman Tate

Motion carries

4. Consider all matters incident and related to the issuance and sale of “City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022”, including the adoption of an ordinance authorizing the issuance of such certificates of obligation.

Councilman Clark moved to table the consideration of the ordinance authorizing the issuance of the City of Justin, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022 to the November 8th, 2022 City Council meeting which will begin at 06:00 pm.

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

CONSENT

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

5. Consider and take appropriate action regarding City Council meeting minutes dated September 13, 2022.

Councilman Mounce moved to approve consent item 5.

Seconded by: Councilman Clark
Aye votes: Councilmembers Mounce, Clark, Hartle, and Mendoza
Not Present: Councilman Tate
Motion carries

EXECUTIVE SESSION

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

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

Convene into executive session at 7:31PM

Adjourn into open meeting at 8:16PM

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

Councilwoman Hartle moved to amend the Timberbrook Development Agreement consecutive with discussion in executive session.

Seconded by: Mayor Pro Tem, Mounce
Aye votes: Councilmembers Mounce, Clark, Hartle, and Mendoza
Not Present: Councilman Tate
Motion carries

FUTURE AGENDA ITEMS

- Next meeting will begin at 5:30PM

ADJOURN

With there being no further business, the meeting was adjourned at 8:17PM

Brittany Andrews

Brittany Andrews, City Secretary

Seal: