

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
JANUARY 24, 2023
415 N. COLLEGE AVE.
6:00 P.M.**

CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

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

PRESENTATION/STAFF UPDATES

- Proclamation and presentation honoring Mary Emma Tate
- Presentation from Oncor
- Presentation from North Central Texas College
- Communication/Events update
- Public Works update
- Quarterly financials/ quarterly investment report

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.

CONSENT AGENDA

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

1. Consider and take appropriate action regarding a Final Plat for the Ranchettes at Oliver Creek Phase I legally described as A0433A T.H.W. FORSYTHE, TR 3, and A0433A T.H.W. FORSYTHE, TR 4, OLD DCAD TR 1B located north of FM 1384.
2. *(Second Reading)* Ordinance 743-23 to consider amending Chapter 52 of the Code of Ordinances relating to Public Notification requirements.

(First Reading and public hearing 1/10/2023 City Council)

3. Consider Resolution 596-23 amending the Board, Commissions, and Committee policy manual.
4. Consider appointments to and membership of the Planning and Zoning Commission.
5. *(First reading)* Consider Ordinance 745-23 calling for a General Municipal Election to be held on Saturday, May 6, 2023 for the purpose of electing Mayor for a three (3) year term, and for the election of City Council Place one, Place two, and Place three to serve two (2) year terms, authorizing the notice of election; authorizing a joint election order with other Denton County political subdivisions; and authorizing the City Secretary to enter into a contract with Denton County, Texas for election services fixing the time, place and manner of holding said election; and providing an effective date.
6. Consider and take appropriate action to approve City Council minutes dated January 10, 2023.

ITEMS PULLED FROM CONSENT AGENDA

POSSIBLE ACTION ITEMS

7. Consider and take appropriate action regarding an amendment to the Chapter 380 Agreement with Office Equity Solutions.
8. Consider and take appropriate action regarding Economic Development and Community Development Incentive Agreements.
9. Consider and take appropriate action regarding amendments to the Justin Economic Development Corporation and Community Development Corporation FY 2022-2023 budgets.

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

- Chapter 380 Agreement with OES
- Under Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
 - Interim City Manager
 - City Manager

Convene into executive session.

Adjourn into open meeting.

10. 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 20th day of January, 2023 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews

Brittany Andrews, City Secretary

City Council Meeting

January 24, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #1 (Consent)

Title: Consider and take appropriate action regarding a Final Plat for the Ranchettes at Oliver Creek Phase I legally described as A0433A T.H.W. FORSYTHE, TR 3, and A0433A T.H.W. FORSYTHE, TR 4, OLD DCAD TR 1B located north of FM 1384.

Department: Administration

Contact: Matthew Cyr; Director of Planning and Development

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

Background:

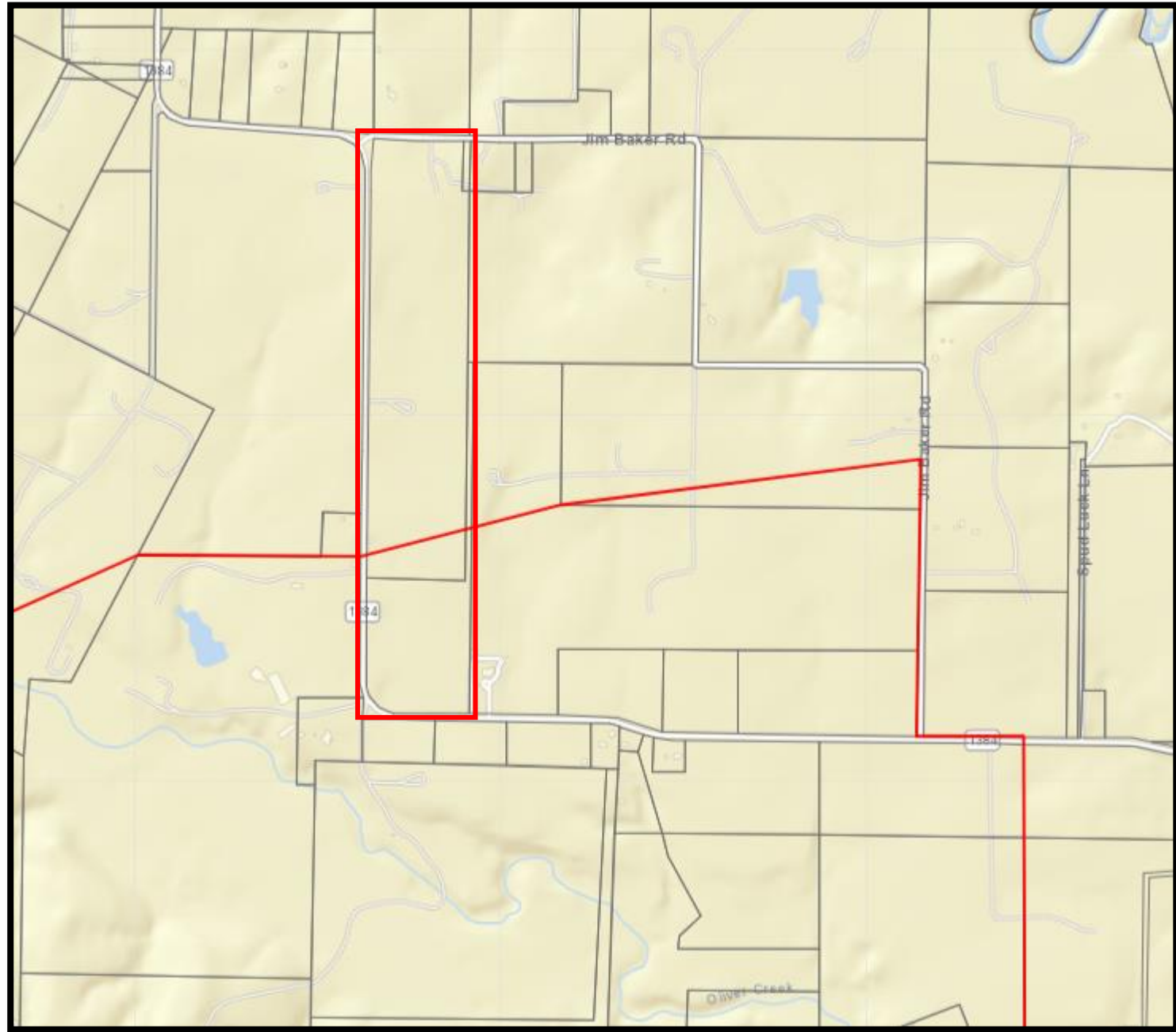
The Applicant is requesting a Final Plat for twelve residential lots within the Extra-Territorial Jurisdiction. The applicant will not be utilizing any City services.

The Preliminary Plat was approved November 10, 2023 by City Council.

City Attorney Review: N/A

Attachments:

1. Map
2. Proposed Plat



LINETYPE LEGEND	
PROPERTY LINE	---
EASEMENT LINE	---
DEED OF LINES	---
ADJOINER LINES	---
OVERHEAD UTILITY	---
90° FEET RADII	---
FROM WELLHEAD	---
GRAVEL ROAD	---
FENCE LINE	---

LEGEND	
●	PROPERTY CORNER
+	BENCHMARK
⊠	TELEPHONE/UTILITY RISER (TRUIR)
⊞	BURIED CABLE MARKER (BCM)
⊙	TELEPHONE MANHOLE (TMH)
⌵	POWER/UTILITY POLE (PUP)
⌵	LIGHT POLE (LP)
⌵	GLUY WIRE (GLUY)
⊞	ELECTRIC VAULT (ELV)
⊞	ELECTRIC TRANSFORMER (TRAN)
⊙	WATER METER (WM)
⊞	WATER VALVE (WV)
⊞	FIRE HYDRANT (FH)
⊙	WATER MANHOLE (WMH)
⊞	BURIED PIPELINE MARKER (BPM)
⊞	GAS METER (GM)
⊞	GAS VALVE/TEST STATION (GVTS)
⊞	GAS WELL HEAD (WH)
⊞	PROANE TANK (PT)
⊞	SEPTIC CLEANOUT (CO)
⊞	SEPTIC LID (SEPT)
⊞	SANITARY SEWER MANHOLE (SSMH)
⊞	STORM DRAIN MANHOLE (SDMH)
⊞	SIGN
⊞	FLAGPOLE (FP)
⊞	MAILBOX (MB)
⊞	ABSTRACT CORNER
⊞	CONTROL MONUMENT
+	BEARING BASIS
⊞	FINISHED FLOOR
⊞	MFCP
⊞	WFCP
⊞	PLAT DRED CALLS
⊞	POINT OF BEGINNING
⊞	RIGHT-OF-WAY
⊞	DRAINAGE EASEMENT
⊞	ELECTRIC EASEMENT
⊞	UTILITY EASEMENT
⊞	PUBLIC UTILITY EASEMENT
⊞	BUILDING/SETBACK LINE
⊞	ACCESS EASEMENT
⊞	FIRELANE EASEMENT
⊞	SIDEWALK EASEMENT
⊞	SANITARY SEWER EASEMENT
⊞	IRON ROD FOUND
⊞	CAPPED IRON ROD FOUND
⊞	CAPPED IRON ROD SET
⊞	PK NAIL FOUND
⊞	PK NAIL SET
⊞	30' X 30' ACCESS ESMT.
⊞	ASPHALT SURFACE
⊞	GRAVEL SURFACE

ENGINEER
ALLISON ENGINEERING
2415 N. ELM ST.
DENTON, TX 76201
940-380-9453

SURVEYOR
JOHN E. THOMPSON, II
ALL AMERICAN SURVEYING
111 N. DIXON ST.
GAINESVILLE, TX 76240
940-665-9105

OWNER / DEVELOPER
THE RANCHETTES AT OLIVER CREEK LLC.
11700 PRESTON ROAD, STE 600-510
DALLAS, TX 75230

UTILITY PROVIDERS:
ELECTRIC:
COSERV ELECTRIC
7701 SOUTH STEMMONS
CORINTH, TX 76210
(940) 321-4640

WATER:
BOLIVAR WATER SUPPLY CORP.
4151 F.M. 455
SANGER, TX 76266
(940) 458-3931



**W. HARRISON SURVEY
ABSTRACT NO. 523**

TRUSTEE OF THE MARK WALLACE
EXEMPT FAMILY TRUST AND TRUSTEE
OF THE MARK WALLACE TRUST
EXEMPT FAMILY
INST. NO. 2018-157304
D.P.R.D.C.T.

**W. HARRISON SURVEY
ABSTRACT NO. 523**

TRUSTEE OF THE MARK WALLACE
EXEMPT FAMILY TRUST AND TRUSTEE
OF THE MARK WALLACE TRUST
EXEMPT FAMILY
INST. NO. 2018-157304
D.P.R.D.C.T.

FARM-TO MARKET RD NO. 1384
(ASPHALT SURFACE 80' R.O.W. - 349' 263.3' D.R.D.C.T.)

30' X 30'
SHARED ACCESS
ESMT. CENTERED
ON PROPERTY LINE
(TYP.)
PER PLAT

P.O.B.
SURFACE CORN.
N708556.86
E2323037.99

A CALLED 55.3 ACRES
(TRACT 2)
THOMAS KAY & WENTON FERGUSON
VOL. 1999, PG. 42
R.P.R.D.C.T.

SWTRN. GAS PPL. INC.
30" PERMANENT EASEMENT
VOL. 5326, PG. 5152
VOL. 5326, PG. 5156
VOL. 5326, PG. 5160
VOL. 5326, PG. 5164
D.R.D.C.T.

SWTRN. GAS PPL. INC.
30" PIPELINE EASEMENT
VOL. 4837, PG. 1809
VOL. 4837, PG. 1812
VOL. 4837, PG. 1815
VOL. 4837, PG. 1818
R.P.R.D.C.T.

**M. BROOKS SURVEY
ABSTRACT NO. 80**

A CALLED 54.68 ACRES
(TRACT 3)
THOMAS KAY & WENTON FERGUSON
VOL. 1999, PG. 42
R.P.R.D.C.T.

JIM BAKER ROAD
(GRAVEL/ASPHALT SURFACE)

A CALLED 281.8136 ACRES
(TRACT 5)
JUDY KAY & WENTON FERGUSON
DOC. NO. 2017-30867
R.P.R.D.C.T.

**J. WALKER SURVEY
ABSTRACT NO. 1382**

SWTRN. GAS PPL. INC.
50" PIPELINE EASEMENT
DOC NO. 93-77477
R.P.R.D.C.T.

**T. FORSYTH SURVEY
ABSTRACT NO. 433**

REMAINDER OF
A CALLED 204.878 ACRES
THE RANCHETTES AT OLIVER
CREEK LLC.
INSTRUMENT NO. 2022-68009
D.R.D.C.T.

PART OF
A CALLED 204.878 ACRES
THE RANCHETTES AT OLIVER
CREEK LLC.
INSTRUMENT NO. 2022-68009
D.R.D.C.T.

SWTRN. GAS PPL. INC.
50" PIPELINE EASEMENT
DOC NO. 93-77477
R.P.R.D.C.T.

SWTRN. GAS PPL. INC.
30" PIPELINE EASEMENT
VOL. 4837, PG. 1809
VOL. 4837, PG. 1812
VOL. 4837, PG. 1815
VOL. 4837, PG. 1818
R.P.R.D.C.T.

SWTRN. GAS PPL. INC.
METER SITE EASEMENT
DOC NO. 2008-79768
DOC NO. 2008-79769
DOC NO. 2008-79770
DOC NO. 2008-79774
R.P.R.D.C.T.

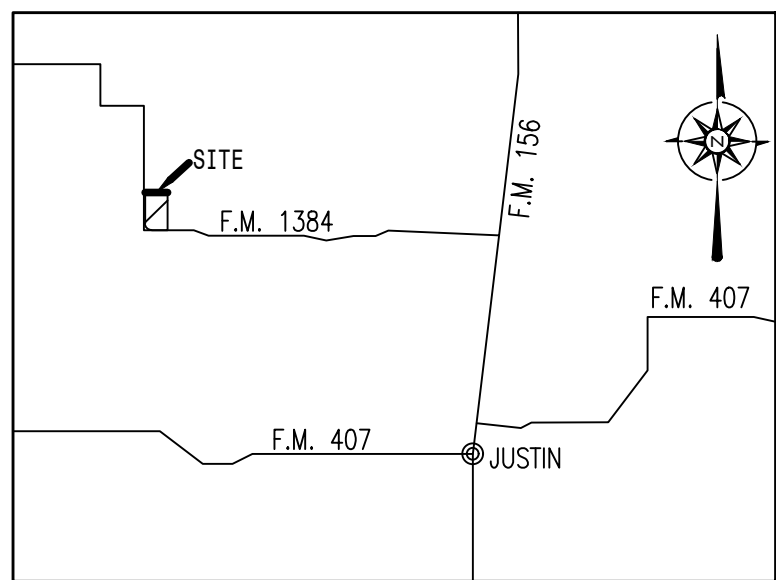
SWTRN. GAS PPL. INC.
50" PIPELINE EASEMENT
DOC NO. 95-42030
R.P.R.D.C.T.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	436.64'	278.35'	89°52'41"	N 45°00'47" W	393.22'
C2	1729.90'	358.56'	128°45'15"	N 14°23'52" W	1176.02'
C3	34.02'	44.37'	43°56'15"	S 66°59'36" W	33.20'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 90°00'00" W	99.33'	L4	N 82°46'14" W	162.83'	L7	N 73°14'37" W	149.82'	L10	N 10°59'00" W	155.15'
L2	N 00°03'30" E	36.02'	L5	S 86°14'47" W	1178.25'	L8	N 52°53'54" W	35.82'	L11	N 00°03'19" W	847.90'
L3	N 89°56'17" E	30.00'	L6	N 89°53'44" W	304.72'	L9	N 41°21'07" W	102.28'	L12	N 00°02'59" W	3988.73'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L13	N 05°20'45" E	33.66'	L16	N 85°32'51" E	11.89'	L19	EAST	73.69'	L22	N 15°59'56" W	52.03'
L14	N 89°56'00" E	320.48'	L17	S 85°13'51" E	32.66'	L20	WEST	73.69'	L23	S 17°23'35" W	52.39'
L15	N 89°48'08" E	135.01'	L18	N 45°00'00" E	21.21'	L21	N 45°00'00" W	21.21'			

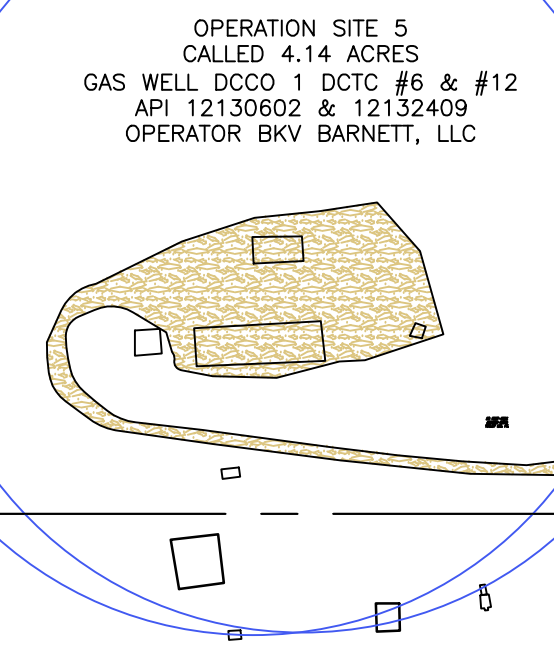
MATCH LINE PAGE 2



VICINITY MAP
(NOT TO SCALE)

A CALLED 80.132 ACRES
(TRACT 1A)
JUDY KAY & WENTON FERGUSON
DOC. NO. 2017-30867
R.P.R.D.C.T.

JIM BAKER ROAD
(GRAVEL/ASPHALT SURFACE)



FINAL PLAT
THE RANCHETTES AT OLIVER CREEK
BLOCK A, PHASE 1,
(LOTS 1-12)
BEING 42.560 ACRES OF LAND LOCATED IN THE
T. FORSYTH SURVEY, ABSTRACT NO. 433,
AN ADDITION WITHIN THE ETJ
OF THE CITY OF JUSTIN,
DENTON COUNTY, TEXAS.



111 N. DIXON ST. GAINESVILLE, TX 76240 PH 940-665-9105 FAX 940-665-9106 TBPLS FIRM NO. 10048000	DRAWN BY: EDC Jr.	DATE: 11/02/2022	JOB NO.: 22044 P-J	SCALE: 1" = 150'	PAGE: 1 OF 2
---	----------------------	---------------------	-----------------------	---------------------	-----------------

OWNER'S DEDICATION:

WHEREAS THE RANCHETTES AT OLIVER CREEK, L.L.C ARE THE OWNERS OF ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE T. FORSYTH SURVEY, ABSTRACT NUMBER 433, DENTON COUNTY, TEXAS, AND BEING A PART OF A CALLED 204.878 ACRE TRACT DESCRIBED IN DEED TO THE RANCHETTES AT OLIVER CREEK L.L.C. AS RECORDED IN INSTRUMENT NUMBER 2022-69309, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT A CAPPED IRON FOUND FOR CORNER AT THE SOUTHERNMOST SOUTHEAST CORNER OF SAID 204.878 ACRE TRACT, THE SOUTHWEST CORNER OF A CALLED 259.427 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CACTUS THORN, L.P. AS RECORDED IN DOCUMENT NUMBER 2001-140504 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS AND IN THE NORTH RIGHT OF WAY LINE OF FARM TO MARKET ROAD 1384;

THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS WEST WITH THE SOUTH LINE OF SAID 204.878 AND SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 669.71 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE, AN ARC LENGTH OF 436.64 FEET, A RADIUS OF 278.35 FEET, AND WHOSE CHORD BEARS NORTH 45 DEGREES 00 MINUTES 47 SECONDS WEST A DISTANCE OF 393.22 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 00 DEGREES 03 MINUTES 43 SECONDS WEST WITH THE WEST LINE OF SAID 204.878 ACRE TRACT AND THE EAST RIGHT OF LINE OF SAID FARM TO MARKET ROAD 1384 A DISTANCE OF 1872.42 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 89 DEGREES 56 MINUTES 17 SECONDS EAST SEVERING SAID 204.878 ACRE TRACT A DISTANCE OF 949.31 FEET TO THE PLACE OF BEGINNING AND CONTAINING 46.456 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT THE FOLLOWING 3.903 ACRES TRACT 2;

BEGINNING AT THE NORTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT A POINT, FROM WHICH AN IRON ROD FOUND AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED 204.878 ACRE TRACT BEARS NORTH 06 DEGREES 13 MINUTES 59 SECONDS WEST A DISTANCE OF 4358.70 FEET;

THENCE EAST A DISTANCE OF 400.00 FEET TO A POINT;

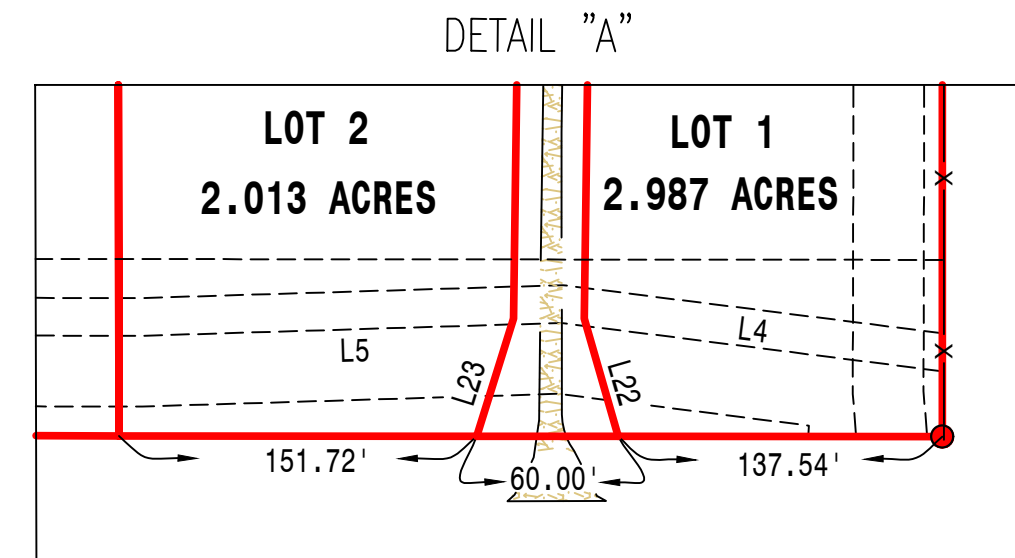
THENCE SOUTH A DISTANCE OF 425.00 FEET TO A POINT;

THENCE WEST A DISTANCE OF 400.00 FEET TO A POINT;

THENCE NORTH A DISTANCE OF 425.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 3.903 ACRES OF LAND, MORE OR LESS.

NOTES:

1. BEARING BASIS DERIVED FROM GPS OBSERVATIONS MADE ON THE GROUND, TEXAS NORTH CENTRAL NAD 83.
2. USE A COMBINED SCALE FACTOR OF 1.002344296 TO CONVERT FROM GRID TO SURFACE COORDINATES.



ENGINEER
ALLISON ENGINEERING
2415 N ELM ST.
DENTON, TX 76201
940-380-9453

SURVEYOR
JOHN E. THOMPSON, II
ALL AMERICAN SURVEYING
111 N. DIXON ST.
GAINESVILLE, TX 76240
940-665-9105

OWNER / DEVELOPER
THE RANCHETTES AT OLIVER CREEK L.L.C.
11700 PRESTON ROAD, STE 600-510
DALLAS, TX 75230

UTILITY PROVIDERS:
ELECTRIC:
COSERV ELECTRIC
7701 SOUTH STEMMONS
CORINTH, TX 76210
(940) 321-4640

WATER:
BOLIVAR WATER SUPPLY CORP.
4151 F.M. 455
SANGER, TX 76266
(940) 458-3931



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	436.64	278.35	89°52'41"	N 45°00'47" W	393.22
C2	179.90	358.36	28°45'50"	N 14°23'52" W	176.02
C3	34.02	44.37	43°56'15"	S 66°59'38" W	33.20

LINE	BEARING	DISTANCE
L1	N 90°00'00"	W 99.33'
L2	N 00°03'39"	E 36.51'
L3	N 89°56'17"	E 30.00'

LINE	BEARING	DISTANCE
L4	N 82°46'14"	W 162.83'
L5	S 68°14'47"	W 117.82'
L6	N 89°53'44"	W 304.74'

LINE	BEARING	DISTANCE
L7	N 73°14'37"	W 149.82'
L8	N 52°53'54"	W 35.82'
L9	N 41°21'07"	W 102.28'

LINE	BEARING	DISTANCE
L10	N 10°59'00"	W 155.15'
L11	N 00°03'18"	W 84.790'
L12	N 00°02'58"	W 3968.73'

LINE	BEARING	DISTANCE
L13	N 05°20'45"	E 33.66'
L14	N 89°56'00"	E 320.48'
L15	S 88°48'06"	E 133.01'

LINE	BEARING	DISTANCE
L16	N 85°32'51"	E 11.89'
L17	S 85°13'51"	E 32.66'
L18	N 45°00'00"	E 21.21'

LINE	BEARING	DISTANCE
L19	EAST	73.69'
L20	WEST	73.69'
L21	N 45°00'00"	W 21.21'

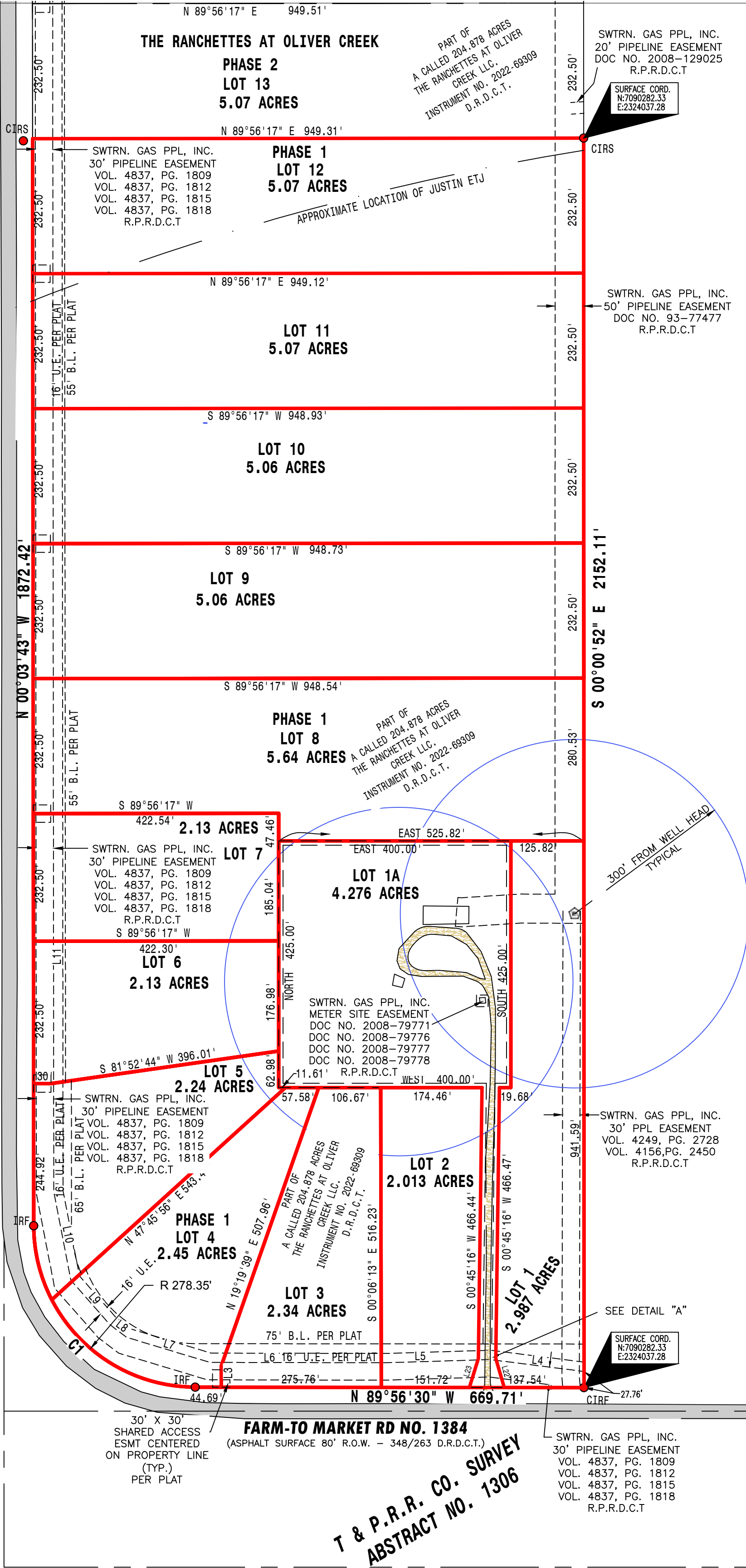
LINE	BEARING	DISTANCE
L22	N 15°59'56"	W 52.03'
L23	S 17°23'35"	W 52.39'

MATCH LINE PAGE 1

W. HARRISON SURVEY
ABSTRACT NO. 523

TRUSTEES OF THE MARK WALLACE
ESTATE FARM V. TRUST AND TRUSTEE
OF THE HANCOY HOLLINGSWORTH
ESTATE FARM V. TRUST
INST. NO. 2019-157804
O.P.R.D.C.T.

FARM-TO MARKET RD NO. 1384
(ASPHALT SURFACE 80' R.O.W. - 348/263 D.R.D.C.T.)

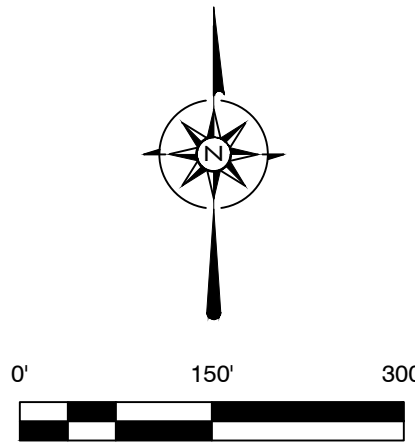


T. FORSYTH SURVEY
ABSTRACT NO. 433

CALL 259.427 ACRES
CACTUS THORN, L.P.
INST. NO. 2001-140504
O.P.R.D.C.T.

LINETYPE LEGEND	
PROPERTY LINE	---
EASEMENT LINES	---
DEED LOT LINES	---
ADJOINER LINES	---
OVERHEAD UTILITY	---
300 FEET RADIUS FROM WELLS	---
GRAVEL ROAD	---
FENCE LINES	---

LEGEND	
●	= PROPERTY CORNER
+	= BENCHMARK
⊠	= TELEPHONE/UTILITY RISER (TR/UR)
⊞	= BURIED CABLE MARKER (BCM)
⊙	= TELEPHONE MANHOLE (TMH)
⊚	= POWER/UTILITY POLE (PP/UP)
⊘	= LIGHT POLE (LP)
⊙	= GUY WIRE (GUW)
⊙	= ELECTRIC VAULT (E.V.)
⊙	= ELECTRIC TRANSFORMER (TRAN)
⊙	= WATER METER (WM)
⊙	= WATER VALVE (WV)
⊙	= FIRE HYDRANT (FH)
⊙	= WATER MANHOLE (WMH)
⊙	= BURIED PIPELINE MARKER (BPM)
⊙	= GAS METER (GM)
⊙	= GAS VALVE/TEST STATION (GV/TS)
⊙	= GAS WELL HEAD (WH)
⊙	= PROPANE TANK (PT)
⊙	= SEPTIC CLEANOUT (C.O.)
⊙	= SEPTIC LID (SEPT)
⊙	= SANITARY SEWER MANHOLE (SSMH)
⊙	= STORM DRAIN MANHOLE (SDMH)
⊙	= SIGN
⊙	= FLAGPOLE (FP)
⊙	= MAILBOX (MB)
⊙	= ABSTRACT CORNER
CM	= CONTROL MONUMENT
*	= BEARING BASIS
FF	= FINISHED FLOOR
MCSP	= METAL FENCE CORNER POST
WFSP	= METAL FENCE CORNER POST
()	= PLAT/DEED CALLS
POB	= POINT OF BEGINNING
R.O.W.	= RIGHT-OF-WAY
D.E.	= DRAINAGE EASEMENT
E.E.	= ELECTRIC EASEMENT
U.E.	= UTILITY EASEMENT
P.U.E.	= PUBLIC UTILITY EASEMENT
B.L.	= BUILDING/SETBACK LINE
A.E.	= ACCESS EASEMENT
F.L.E.	= FIRELANE EASEMENT
S.W.E.	= SIDEWALK EASEMENT
S.S.E.	= SANITARY SEWER EASEMENT
IRF	= IRON ROD FOUND
CIRF	= CAPPED IRON ROD FOUND
CIRS	= CAPPED IRON ROD SET
PKF	= PK NAIL FOUND
PKS	= PK NAIL SET
30' X 30'	= 30' X 30' ACCESS ESMT.
ASPH	= ASPHALT SURFACE
GRV	= GRAVEL SURFACE



APPROVED BY THE PLANNING AND ZONING COMMISSION DATE _____

CHAIR, PLANNING AND ZONING COMMISSION _____

ATTEST, CITY SECRETARY _____

APPROVED BY THE CITY COUNCIL DATE _____

MAYOR, CITY OF JUSTIN _____

ATTEST, CITY SECRETARY _____

FINAL PLAT THE RANCHETTES AT OLIVER CREEK BLOCK A, PHASE 1, (LOTS 1-12)

BEING 42.560 ACRES OF LAND LOCATED IN THE
T. FORSYTH SURVEY, ABSTRACT NO. 433,
AN ADDITION WITHIN THE ETJ
OF THE CITY OF JUSTIN,
DENTON COUNTY, TEXAS.

CITY OF JUSTIN APPROVAL



DRAWN BY: EDC Jr. DATE: 11/02/2022 JOB NO.: 22044 P.J. SCALE: 1" = 150' PAGE: 2 OF 2

111 N. DIXON ST.
GAINESVILLE, TX 76240
PH: 940-665-9105
FAX: 940-665-9106
TBPLS FIRM NO. 10048000

City Council Meeting

January 24, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #2 (Consent)

Title: *(Second Reading)* Consider Ordinance 743-23 amending Chapter 52 of the Code of Ordinances relating to Public Notification requirements.

(First Reading and public hearing 1/10/2023 City Council)

Department: Administration

Contact: Matthew Cyr; Director of Planning and Development

Recommendation: Staff recommends consideration based on the request. **Please note that City Council is only approving the amended text and not the rendering of the sign. If Council wishes to discuss the rednering in more detail, Staff can bring this item back for additional discussion.**

Background:

The Commission had requested a formal revision to the code pertaining to sign and buffer requirements.

Staff is proposing to keep the notice buffer for Public Notifications to 200'. Staff is also proposing to require signage for all zoning changes and SUPs. The signage may be provided by the City and shall meet certain requirements.

The Commission tabled the item for Staff to revise language relating to the placement of signage. Staff revised the language to request the Applicant to place at least two signs if the subject property is on multiple collector or thoroughfare roads.

The Commission unanimously recommended approval on December 6, 2022.

Staff received feedback from the Commission on January 17, 2023, in relation to the sign rendering. The Comments from the Commission were to change the brown color to a reflective orange for additional visibility and to enlarge the QR code.

City Attorney Review: N/A

Attachments:

1. Proposed Amendment
2. Ordinance

ORDINANCE NUMBER 743-23

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING AN AMENDMENT TO CHAPTER 52 OF THE CODE OF ORDINANCES RELATING TO PUBLIC NOTIFICATION REQUIREMENTS AND DEFINITIONS PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On September 20, 2022, the Planning and Zoning Commission requested Staff to bring an amendment forward for consideration to City Council ; and

WHEREAS, the Planning and Zoning Commission of the City of Justin (the "Commission"), in compliance with the laws of the State of Texas, gave the requisite notices by publication and otherwise, and held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard; and

WHEREAS, having reviewed the amendment the Commission determined that the change was appropriate and recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Justin, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, having held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard, and having considered the recommendation of the Planning and Zoning Commission, has determined that the proposed amendment is approved and made a part of this ordinance.

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

Section 1. Incorporation of Premises. That all of the above recitals are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.

Section 2. That the Zoning Ordinance of Justin, Texas, is amended to as further described in the attached documents.

Section 3. Applicable Regulations/Zoning Ordinance and Zoning Map Amended. Development shall follow this ordinance, including all Exhibits thereto as amended hereby, the Code of Ordinances of the City of Justin, Texas, and all applicable state and federal law.

Section 4. Cumulative/Repealer Clause. This ordinance shall be cumulative of all provisions of state or federal law and all ordinances of the City of Justin, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 5. Severability Clause. If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect for any reason, the validity of the remaining portions of

this ordinance, or the Comprehensive Zoning Ordinance, Chapter 52 of the City of Justin Code of Ordinances, and the remaining portions shall remain in full force and effect.

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE _____ DAY OF _____, 2023.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE _____ DAY OF _____, 2023.

ATTEST:

Elizabeth Woodall, Mayor

Brittany Andrews, City Secretary

Approved as to form:

City Attorney

Sec. 52-425. Submission to planning and zoning commission.

Before taking any action on any proposed amendment, supplement, or change in this chapter, the city council shall submit the proposed revision to the planning and zoning commission for its review, recommendation and report.

(Code 1994, § 12.1902)

Sec. 52-426. Public hearing.

A public hearing shall be held by the planning and zoning commission before recommendation to city council concerning adopting any proposed amendment, supplement, or change to this chapter. Written notice of all public hearings before the planning and zoning commission on proposed changes in classification shall be sent to owners of real property within 200 feet of the property on which the change is proposed, not less than ten days before the date set for such hearing. Notice of the city council hearing shall be given by publication one time in a newspaper of general circulation in the city, stating the time and place of such hearing, which time shall not be earlier than 15 days from the first date of publication. A sign shall be posted by the Applicant for any zoning change or Specific Use permit request.

(Code 1994, § 12.1903)

Sec. 52-427. Sign Posting.

- (a) For every zoning or specific use permit request, the applicant shall erect a sign on the subject property to publicize the proposed request. The sign may be provided by the City, however, in the event the City does not have a sign readily available it will be the Applicant's responsibility to provide the sign.
- (b) All Public Hearing signs shall meet the following criteria:
 - 1. Signs shall be at minimum four (4) feet by four (4) feet.
 - 2. Lettering shall be placed on both sides of the sign.
 - 3. Lettering shall be placed on in a professional manner. Marker, pen, or any other similar device shall be prohibited.
 - 4. Supporting posts shall be metal.
- (c) The sign shall contain the following information:
 - 1. "Proposed Specific Use Permit" or "Proposed Zoning Change".
 - 2. The case number.
 - 3. The phone number of Town Hall or the Development Services Department.
- (d) The sign shall be placed in a location visible from the street adjacent to the subject property. In the event the subject property is adjacent to multiple thoroughfare or collector roads, the Applicant will be required to place two signs visible from the street adjacent to the property. The location of all Public Hearing signs will be at the discretion of the Development Services Director.
- (e) The property owner or his/her representative shall erect the sign on the property ten (10) days prior to the first public hearing scheduled. The property owner shall be responsible for maintaining the sign on the property throughout the entire process.
- (f) Ten (10) days prior to the first public hearing, the property owner or his/her representative must provide verification with a photograph that the sign is in place. The photograph must be provided to the

Development Services Department. The property owner, applicant, or representative must remove the sign within seven (7) days after the City Council's action regarding the application or upon withdrawal.

Sec. 52-428. In case of protests.

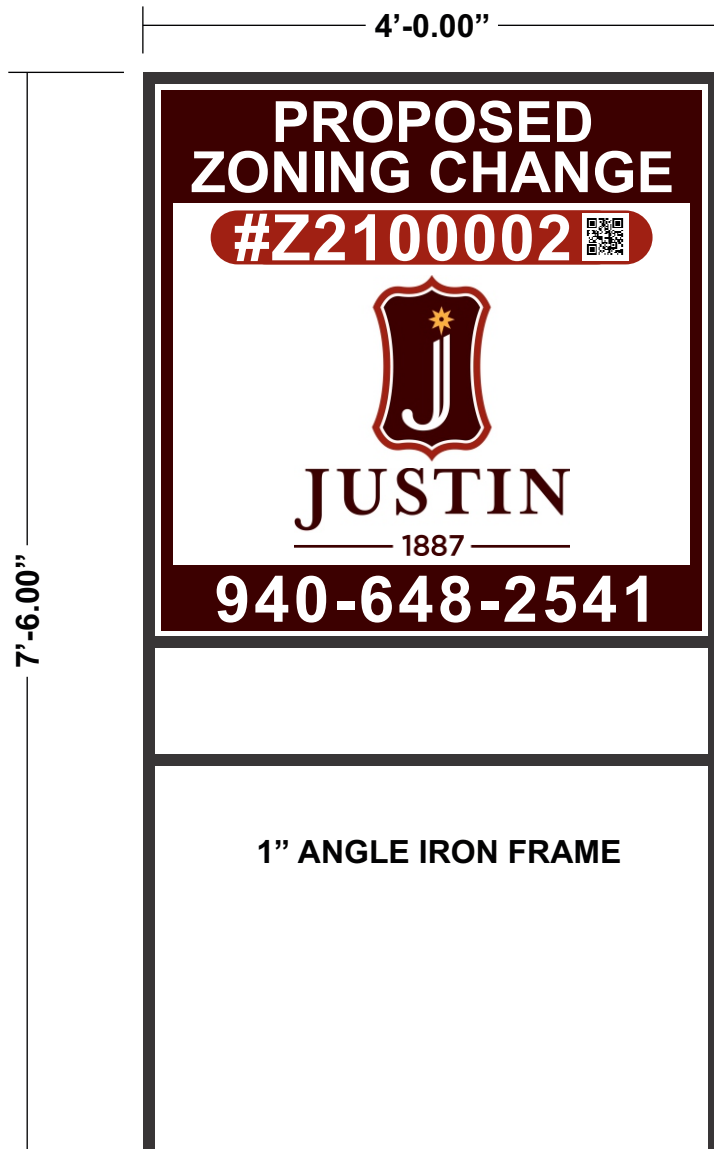
In the case that such amendment, supplement, or change has been disapproved by the planning and zoning commission, or in case of a protest signed by the owners of 20 percent or more either of the area of the lots included in the proposed change, or of those immediately adjoining the same such change shall not become effective except by the favorable vote of three-fourths of all the members of the city council.

(Code 1994, § 12.1904)

Sec. 52-429. Limitation on resubmission of petition.

No amendment, supplement, change or repeal of any section of this chapter which has been legally rejected by the city council shall be again considered either by the planning and zoning commission or the city council on an appeal or petition by an appellant or application before the expiration of six months from the date of the original action.

(Code 1994, § 12.1905)



3MM ACM PANEL

(1) NEW DOUBLE SIDED ZONING SIGN

SIGN AREA: 16 SF

SCALE: 3/4" = 1'



expert-signs-sign-shop.business.site

17521 Matany Rd
Suite 7100-7200
Justin, TX 76247
940-648-0082

LANDLORD APPROVAL

The undersigned consents to the installation and maintenance of this sign on my property in accordance with the agreement between **EXPERT SIGNS** and my Tenant(s) and any extension, renewals or modifications thereof.

Property Owner or Authorized Agent

Date

DESIGN, SPECIFICATIONS AND COLOR APPROVALS

This drawing is the property of **EXPERT SIGNS**. All rights to its use for reproduction are reserved by **EXPERT SIGNS**.

Customer

Date

CLIENT	CITY OF JUSTIN	DATE - 1-10-23
ADDRESS/ DESTINATION	JUSTIN TX	REV
SALES REP	LARRY MCCARTNEY	REV
DESIGN #		REV
DESIGNER	LM	PAGE # - 1 OF 1

City Council Meeting

January 24, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #3 (Consent)

Title: Consider Resolution 596-23 amending the Board, Commissions, and Committee policy manual.

Department: Administration

Contact: Matthew Cyr; Director of Planning and Development

Recommendation: Staff recommends consideration based on the amendments.

Background:

Staff is bringing forward amendments to the Boards, Policy, and Procedures Manual to revise language for the following:

1. Amend the selection of Chair for the P&Z Commission to match the Home Rule Charter
2. To permit City Council to appoint alternates on all boards and commissions.
3. To require Staff to bring forward applications to the appropriate board or commission and bring forward their recommendation to City Council for consideration.

City Attorney Review: N/A

Attachments:

1. Proposed Amended Policy Manual
2. Proposed Resolution

~~2021~~2023



JUSTIN

— 1887 —

City of Justin
Boards, Commissions, and
Committees Policy Manual

Table of Contents

Introduction.....	Page 2
Definitions.....	Page 2
Roles and Responsibilities	Page 2
City Charter & Additional Provisions	Page 6
Standards of Conduct.....	Page 7
Advertising of Openings.....	Page 13
 Conflict of Interest Affidavit	 Attachment A
Board & Commission Application.....	Attachment B

City of Justin Boards and Commissions Policy Manual

I. Introduction

It is the policy of the City of Justin that the proper operation of democratic government requires that members of boards and commissions be independent, impartial, and responsible to the City Council and the citizens of Justin; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these worthwhile goals, the following policy has been established for the City's appointed Board and Commission Members deemed necessary and appropriate to assure the faithful and impartial conduct of Boards and Commissions of the City of Justin.

II. Definitions

For the purposes of this policy, the following words, terms, and phrases shall have the meanings ascribed thereto:

Board: Any City Board or Commission whose members are appointed by the City Council in an advisory or official capacity.

City Employee: Any person employed by the City, including those employed on a part-time basis.

City Board or Commission Member: Members of the following Boards:

- Justin Community Library Board
- Parks and Recreation Board
- Planning and Zoning Commission
- Zoning Board of Adjustment

City Officer: A Member of the City Council, Planning and Zoning Commission, or the Zoning Board of Adjustment. Members of the other Boards are advisory members and not City Officers.

III. Board Roles and Responsibilities

All Board Members who are appointed by the City Council serve at the pleasure of the City Council and serve in an advisory capacity, except as otherwise provided by law, including city ordinance. -The Staff liaison shall be required to bring all applications forward to the appropriate board for a recommendation before the applications are presented to City Council.

A. Justin Community Library Board

- i. **Composition:** Justin Community Library Board shall be composed of up to ~~seven-eight (78)~~ members who reside within the City of Justin, and one of the ~~(78)~~ members residing within the City's Extraterritorial Jurisdiction (ETJ).
- ii. **Term:** Each member shall be appointed by the Justin City Council to serve two (2) year terms beginning on January 1st. Board members shall be designated as place numbers 1 through ~~7-8. The 8th place shall serve as an alternate and will be eligible to vote if a member of the Commission is absent.~~ 7. The terms of those appointed to positions in odd-numbered places shall expire December 31st of odd-numbered years, and the terms of those appointed in even-numbered places shall expire December 31st of even-numbered years.

The City Council may remove a member at any time throughout their term.

- iii. **Vacancy:** In case of vacancy on the board for any reason, the City Council shall appoint a successor to serve the remainder of the unexpired term. A vacancy in a term of office shall occur when the Council finds that a member:
 - 1. Has resigned or has not maintained the qualifications required for appointment;
 - 2. Has failed to attend the required percentage of meetings; or
 - 3. Has been removed from the board by the Council;
- iv. **Organization:** Each year in January, the Justin Community Library Board shall select a Chair and Vice Chair from among its membership. In the event a Chair or Vice Chair leaves the Board, his or her position will be filled at the next regular meeting of the Board.
- v. **Meetings:** The Justin Community Library Board shall meet at least two (2) times each year. City Staff will coordinate meetings and will be responsible for creation of the agenda and minutes.
- vi. **Quorum:** A quorum shall be constituted by a standard majority (51%) of the total number currently appointed to the board.
- vii. **Purpose:** The purpose of the Justin Community Library Board shall be to serve in an advisory capacity for the City Council for strategic planning efforts related to the Justin Community Library. The Board shall also annually review policies and procedures for possible updates.

B. Keep Justin Beautiful Advisory Committee

- i. **Composition:** Keep Justin Beautiful Committee shall be composed of up to seven (7) members.
- ii. **Term:** Each member shall be appointed by the Justin City Council to serve two (2) year terms beginning on January 1st. Board members shall be designated as place numbers 1 through 7. 8. The 8th place shall serve as an alternate and will be eligible to vote if a member of the Commission is absent. 7. The terms of those appointed to positions in odd-numbered places shall expire December 31st of odd-numbered years, and the terms of those appointed in even-numbered places shall expire December 31st of even-numbered years.

The City Council may remove a member at any time throughout their term.

- iii. **Vacancy:** In case of vacancy on the board for any reason, the City Council shall appoint a successor to serve the remainder of the unexpired term. A vacancy in a term of office shall occur when the Council finds that a member:
 - 1. Has resigned or has not maintained the qualifications required for appointment;
 - 2. Has failed to attend the required percentage of meetings; or
 - 3. Has been removed from the Committee by the Council;
- iv. **Organization:** Each year in January, the Keep Justin Committee Board shall select a Chair and Vice Chair from among its membership. In the event a Chair or Vice Chair leaves the Committee, his or her position will be filled at the next regular meeting of the Committee.
- v. **Meetings:** The Keep Justin Beautiful Committee shall meet at least three (3) times each year. City Staff will coordinate meetings and will be responsible for creation of the agenda and minutes.
- vi. **Quorum:** A quorum shall be constituted by a standard majority (51%) of the total number currently appointed to the board.
- vii. **Purpose:** The purpose of Keep Justin Beautiful shall be charitable and educational to promote the Keep Justin Beautiful program of litter prevention, beautification and community improvement, and minimization of the impact of solid waste in the City of Justin.

C. Parks and Recreation Board

- i. **Composition:** The Parks and Recreation Board shall be composed of up to seven (7) members who currently reside in the Justin zip code of 76247 or are residents of the City of Justin.
- ii. **Term:** Each member shall be appointed by the Justin City Council to serve two (2) year terms beginning on January 1st. Board members shall be designated as place numbers 1 through ~~7~~ 8. The 8th place shall serve as an alternate and will be eligible to vote if a member of the Commission is absent. 7. The terms of those appointed to positions in odd-numbered places shall expire December 31st of odd-numbered years, and the terms of those appointed in even-numbered places shall expire December 31st of even-numbered years.
The City Council may remove a member at any time throughout their term.
- iii. **Vacancy:** In case of vacancy on the board for any reason, the City Council shall appoint a successor to serve the remainder of the unexpired term. A vacancy in a term of office shall occur when the Council finds that a member:
 - 1. Has resigned or has not maintained the qualifications required for appointment;
 - 2. Has failed to attend the required percentage of meetings; or
 - 3. Has been removed from the board by the Council;
- iv. **Organization:** Each year in October, the Parks & Recreation Board shall select a Chair and Vice Chair from among its membership. In the event a Chair or Vice Chair leaves the Board, his or her position will be filled at the next regular meeting of the Board.
- v. **Meetings:** The Parks & Recreation Board shall meet at least eleven (11) times each year. City Staff will coordinate meetings and will be responsible for creation of the agenda and minutes.
- vi. **Quorum:** A quorum shall be constituted by a standard majority (51%) of the total number currently appointed to the board.
- vii. **Purpose:** The purpose of the Parks and Recreation Board shall be to serve in an advisory capacity for the City Council for projects designated by the City Council and related to public parks and recreation in the City of Justin. The board shall also assist with strategic planning efforts related to public parks & recreation of the City.

D. Planning and Zoning Commission

- i. **Composition:** The Planning & Zoning Commission shall be composed of up to seven (7) members who are all residents of the City of Justin.
- ii. **Term:** Each member shall be appointed by the Justin City Council to serve two (2) year terms beginning on January 1st. Commission members shall be designated as place numbers 1 through 7 8. The 8th place shall serve as an alternate and will be eligible to vote if a member of the Commission is absent. 7. The terms of those appointed to positions in odd-numbered places shall expire December 31st of odd-numbered years, and the terms of those appointed in even-numbered places shall expire December 31st of even-numbered years.

The City Council may remove a member at any time throughout his or her term.

- iii. **Vacancy:** In case of vacancy on the Commission for any reason, the City Council shall appoint a successor to serve the remainder of the unexpired term. A vacancy in a term of office shall occur when the Council finds that a member:
 - 1. Has resigned or has not maintained the qualifications required for appointment;
 - 2. Has failed to attend the required percentage of meetings; or
 - 3. Has been removed from the Commission by the Council;
- iv. **Organization:** Each year in October-December, the Planning & Zoning Commission shall select a ~~Chair and~~ Vice Chair from among its membership. The Chair is required to be affirmed by City Council in January each year. In the event the Chair leaves the Commission, his or her position will be selected by the Commission at the next meeting and affirmed by City Council at the next available meeting. In the event a Chair or Vice Chair leaves the Commission, his or her position will be filled at the next regular meeting of the Commission.
- v. **Quorum:** A quorum shall be constituted by a standard majority (51%) of the total number currently appointed to the Commission.
- vi. **Meetings:** The Planning & Zoning Commission shall meet at least eleven (11) times each year. City Staff will coordinate meetings and will be responsible for creation of the agenda and minutes.
- vii. **Purpose:** The purpose of the Planning & Zoning Commission shall be that which is outlined in Chapters 211 and 212 of the Texas Local Government Code regarding planning and zoning of the City and its extraterritorial jurisdiction. The Commission shall also assist with recommendations for new ordinances or revisions to existing ordinances related to planning and zoning within the City, and shall serve in an

advisory capacity for strategic planning related to long-term planning for the City.

- viii. The Commission shall adopt from time to time such rules and regulations as it may deem necessary to carry into effect the provision of the ordinance.

E. Zoning Board of Adjustment

The Zoning Board of Adjustment shall consist of the members of the City Council of Justin, as authorized by Section 211.008 of the Texas Local Government Code, regarding the zoning of cities and with the powers and duties as provided in said statutes and the comprehensive zoning ordinance.

IV. City Charter and Additional Provisions

A. Personal Interest in City Contracts

No officer or employee of the City of Justin shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested directly or indirectly in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this Section shall constitute malfeasance in office and any officer or employee guilty thereof shall be removed from his office or position. Any violation of this Section with knowledge, expressed or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved void.

B. Chapter 171, Local Government Code. Conflicts of Interest

A City Official who has a substantial interest in a business entity or in real property that be subject to a special economic effect by an action of the body to which he or she belongs must file an affidavit and must abstain from further participation in the matter.

C. Section 553, Government Code. Disclosure of Interest in Property

A public servant who has a legal or equitable interest in property that is to be acquired with public funds shall file an affidavit disclosing his interest within 10 days before the date on which the property is to be acquired by purchase or condemnation. A form affidavit for this purpose is attached.

V. Commissions and Boards Standards of Conduct

A. Policy

As mentioned in this Policy and Procedure Manual, State Law is very specific in defining conflict of interest and defines prohibited conduct for City Officials. This

Section reinforces those laws and is cumulative of State Law requirements. It is important that City Officials be independent, impartial, and responsible to the Citizens of the City, and that no member of a City Board permit any interest, financial or otherwise, direct or indirect, or engagement in any business transaction or professional activity to conflict with the proper discharge of their duties. Public office will not be used for personal gain.

B. Standards of Conduct

1. Conflict of Interest

No Board Member shall actively participate in the deliberation and/or approval of City business in which he or she, or a relative of the member, has a direct or indirect financial interest that can be determined to be in conflict with the duties of his or her office. If there is a conflict of interest, the member must leave the room during debate or hearing, refrain from discussing the matter at any time with members of the body of which he/she is a member or any other body which will consider the matter and abstain from voting on the matter. A Conflict of Interest Affidavit in the form of Attachment A must be filed with the City Secretary prior to the issue being deliberated by the City Council or Board. The following are defined as substantial interests in a business entity:

- a. owning 10 percent or more of the voting stock or shares of a business entity or 10 percent or more or \$15,000 or more of the fair market value of a business entity;
- b. funds received by the person from a business entity exceed 10 percent of the person's gross income for the previous year;
- c. having a financial interest in real property which is at least \$2,500 in fair market value.

2. Gifts, Grants, Donations, Entertainment

A Commission or Board Member shall not accept or solicit any benefit, gift, or favor from any person that might reasonably tend to influence them in the discharge of their official duties, or grant in the discharge of their official duties any improper favor, service, or thing of value.

A Commission or Board Member shall not accept any transportation or entertainment as a guest, unless it is associated with a City Council approved municipal meeting or conference.

Nothing in this Code shall be construed to mean that the acceptance of the following types of items are unethical:

- The acceptance of gifts, grants, and donations to the City of Justin. (State Law)

- Fees or benefits received that the official is entitled to for which he/she gives legitimate consideration in a capacity other than as a public servant. (State Law)
- Gifts received due to kinship or a personal, professional, or business relationship, independent of the official status of the recipient. (State Law)
- Any item or meal with a value of less than \$50. (State Law).

3. Disclosure of Confidential Information

A Board or Commission Member shall not disclose information that could adversely affect the property, government, or affairs of the City, nor directly or indirectly use any information gained solely because of his official position or employment with the City for his own personal gain or benefit or for the personal interests of others.

4. Use of City Supplies or Facilities

City supplies, equipment or facilities will not be used for any purpose other than conduct of official business, unless otherwise provided by law, ordinance, or City Policy.

5. Conduct

No Board or Commission Member shall engage in any conduct prejudicial to the government of the City.

6. Opinion of Commission and Board Members

Individual Commission and Board Members shall avoid expressing views or opinions that could be interpreted to represent those of the City or its citizens. No Board or Commission Member shall purport to speak or express opinions on behalf of the City.

C. City Travel Policy

This policy allows reimbursement of members of Boards and Commission members for budgeted training opportunities, upon approval by the City Manager. In the event of unforeseen requirements, a Board Member may request approval from the City Manager to cover expenses for special, unbudgeted trips. Board and Commission members will submit such unbudgeted request to the City Manager for approval.

In most circumstances, travel reimbursement will not be approved if the distance is less than twenty-five (25) miles from Justin City Hall when calculated via the most direct route between Justin City Hall and the destination.

D. Board Members

1. Selection and Appointment

- a. Applicants must use the form provided as Attachment B to this manual when applying for any board or commission.
- b. Applicants may apply for more than one board or commission by indicating 1st, 2nd, 3rd, etc. preferences. Individuals currently serving on a city board are not prevented from applying for a different board. However, that volunteer would first be required to resign from the previous board.
- c. Appointees shall be qualified by City staff prior to being appointed by the City Council.
- d. Qualified applications will be provided to the City Council for further review.
- e. It is the policy of the City Council to evaluate applicants on an objective basis, utilizing the following criteria:
 1. Residency – Residency requirements for advisory boards and commissions are noted in applicable sections of Justin Municipal Code, and are summarized in the Board Roles and Responsibilities section of this manual.
 2. Sectional Composition – Normally, consideration should be given toward maintaining an equitable balance of community representation on all boards and commissions.

The City Council will not appoint multiple members from the same immediate family or household to a single board or commission, to avoid the reality or appearance of improper influence or favor. If multiple people from a family or household are currently serving on a board, the Council shall select which member shall remain beginning with the next term.

The City Council will not appoint a member of any Council Member's immediate family or household to a Board or Commission, to avoid the appearance of favor and to increase community representation.
 3. Occupation – The Council will attempt to maintain a broad mix of occupational backgrounds on all boards and commissions.
 4. Knowledge of Municipal Processes – When ranking equally qualified applicants, the Council will consider background

experience and knowledge of the municipal process as appropriate to the position, in reaching its decisions.

5. Contributive Potential – The Council will evaluate the potential contribution that each applicant may make if appointed to a board or commission. Criteria to guide the Council in its evaluation may include:
 - i. Ability to communicate
 - ii. Desire to perform public service
 - iii. Ability to express ideas, concepts, or philosophies
 - iv. Desire to participate in decision-making process.
 6. Leadership Potential – Since each appointee may be called upon to serve as a Chair, the Council will evaluate leadership abilities such as:
 - i. Past or present leadership experience (current employment, special interests, etc.)
 - ii. Past or present participation in community services
 - iii. Expressed interest in a leadership role
 7. Time Available to Serve – City Council will need to be assured that the candidate will be available to serve at the scheduled meetings.
 8. The City Council will not appoint persons to serve as members of more than one board or commission at the same time; however, persons serving on a board or commission who have requested appointment to another board or commission position may be appointed to such position if they, concurrent with the appointment, resign from the board or commission position they are holding at the time of the new appointment. If a member is currently serving on multiple boards at the adoption of this policy manual, Council shall determine on which board said member shall remain at the beginning of the next term.
- f. ~~Any Council Member~~Board and Commission Members may propose to City Council a nomination for one of the qualified applicants to a vacancy for which the applicant has applied.
- g. A majority of the City Council Members must approve any appointment.

- h. Appointed Board and Commission Members will be notified in writing of their appointment and term dates.
- i. Applicants not selected for appointment may be kept on file for consideration of future vacancies.
- j. With the exception of the Keep Justin Beautiful Advisory Board, employees of the City of Justin are not permitted to serve on any board or commission.
- k. Members of the Board and Commissions can also serve on the Keep Justin Beautiful Committee.
- l. With the exception of the Keep Justin Beautiful Committee, all board and commission, and committee members should be residents of the City, or who own property within the corporate limits of the City of Justin **unless otherwise stated under Terms.**
- ± m. With the exception of the Zoning Board of Adjustment, each board shall consist of 8 members. The 8th place shall serve as an alternate and will be eligible to vote if a member of the Board, Commission or Committee is absent.

Formatted: Normal, Indent: Left: 1.13", Hanging: 0.13", No bullets or numbering

Formatted: Superscript

Formatted: Font: (Default) Times New Roman, 12 pt

2. Meetings

- a. All meetings of Boards and Commissions shall be posted in accordance with the Texas Open Meetings Act.
- b. If it is determined by the chairman or acting chairman that an emergency exists requiring immediate attention, the City Manager, and Mayor shall be notified prior to posting of the emergency agenda.
- c. The proceedings of all boards and commissions shall be governed by the most current edition of *Robert's Rules of Order*.
- d. The staff liaison for each board or commission will assist with ensuring that meeting notifications and recordkeeping occurs consistent with the applicable state laws; to provide professional guidance, issue analysis and recommendations; to assist the board or commission with research, report preparation, and to perform other committee liaison duties as may be assigned by the city manager or designee.

3. Attendance Policy

To ensure that all appointed Boards and Commissions have sufficient members present to transact business, it is important that Board Members maintain a good attendance record. The policy of the City Council is to require that Board Members maintain a record of at least 80% attendance

(during any twelve-month period) at the official meetings of the Board to which they were appointed. If the attendance rate of any Board Member falls below 80%, the appropriate Staff liaison will notify the City Manager and the Mayor regarding the fact. The City Council may inquire of the Board Member regarding his/her continued ability to serve and may remove the Member at any time.

4. Relationship to Staff

Appointed Board Members should deal with the City Staff only through the Staff Member designated as the liaison for the Board to which they were appointed. Instructions and requests should be made by the Board acting as a group, through Board Chair.

Communication with the City Council could take place with the Mayor or any Council Member on an informal basis by any Commission or Board Member.

5. Conflict of Interest Provisions

Appointed Board and Commission Members should be aware of ~~conflict of interest~~**conflict-of-interest** provisions of State Law and the need to avoid participating in decisions of the Board to which they belong, if they are in a situation which presents a conflict. If the Member finds that a decision of the Board of which he/she is a member will create a conflict of interest as defined by State Law, the Member should not attempt to influence the decision and should not participate in official or unofficial discussion with other Board Members, City Staff Members, or others about the item. Such Member may not participate in meetings, hearings, or vote on the item, and should be absent from the meeting room during the deliberation of the item.

6. Financial Responsibility of Board and Commission Members

Appointed Board and Commission Members shall not be in arrears on the payments of any taxes or other financial obligation due to the City.

7. New Member Orientation

Newly appointed Board and Commission Members will be given a new member orientation packet by the appropriate staff liaison within 30 days of appointment.

Newly appointed members must also agree to complete online Open Meetings training from the Texas Office of the Attorney General within 90 days of appointment.

8. Abstentions from Voting

It is the policy of the City of Justin that all Members of Boards and Commissions should vote on all items before them, except for matters where a Member has a conflict of interest as described in this policy manual or for lack of information. Any member prohibited from voting due to a conflict of

interest shall announce such conflict at the commencement of consideration of the matter, briefly stating the reason. The Member shall be excused from voting.

VI. Advertising of Openings on Boards and Commissions

At least 90 days before terms of Board and Commission Members expire, the City will advertise the upcoming openings on the City's website. The advertisement will include the need for a completed application to be submitted to the City Secretary's office at least thirty days before the expiration of the term. Although there are no limits to the number of terms any Board or Commission member can serve, a member wishing to be reappointed will need to apply just as any applicant for the opening created by the expiration of a term.

RESOLUTION NO. 596-23

A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL AMENDING THE BOARDS, COMMISSIONS, AND COMMITTEES POLICY MANUAL; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Justin (the “City”), Texas is a Home Rule municipality located in Denton County; and

WHEREAS, the City of Justin currently has a Boards, Commissions, and Committee Policy Manual; and

WHEREAS, the City Council of the City of Justin (“City Council”) finds and determines that it is in the best interest of the City to amend the Boards, Commissions, and Committees Policy Manual to reflect the following changes therein;

WHEREAS, all constitutional, statutory and legal prerequisites for the passage of this Resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the public to adopt this Resolution.

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

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference as part of this Resolution.

SECTION 2. The City of Justin Boards, Commissioners, and Committees Policy Manual shall be amended by amending and replacing Section III Board Roles and Responsibilities and shall read as follows:

All Board Members who are appointed by the City Council serve at the pleasure of the City Council and serve in an advisory capacity, except as otherwise provided by law, including city ordinance. The Staff liaison shall be required to bring all applications forward to the appropriate board for a recommendation before the applications are presented to City Council.

SECTION 3. Section V. shall be amended by amending subsection (f) and subsection (m) and shall read as follows:

- f. Board and Commission Members may propose to City Council a nomination for one of the qualified applicants to a vacancy for which the applicant has applied.

- m. With the exception of the Zoning Board of Adjustment, each board shall consist of 8 members. The 8th place shall serve as an alternate and will be eligible to vote if a member of the Board, Commission or Committee is absent.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

DULY PASSED by the City Council of the City of Justin, Texas, on the 24th day of January, 2023.

APPROVED:

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew Butler, City Attorney

City Council Meeting

January 24, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #4 (Consent)

Title: Consider appointments to and membership of the Planning and Zoning Commission.

Department: Administration

Contact: Matthew Cyr; Director of Planning and Development

Recommendation: Approve item as presented with the Commission recommendation.

Background:

Council requested this be brought back after the applicants were presented to the Planning and Zoning Commission for appointment recommendations.

Mr. Hover withdrew his application after further consideration. The unanimous recommendation from the Commission is to appoint Vicente Barrientos to Place 1 and Scott Hill as an alternate.

City Attorney Review: N/A

Attachments:

1. Applications

Applicant 1

Print

Board, Commission & Committee Application - Submission #1457

Date Submitted: 12/2/2022

First Name*

Vicente

Last Name*

Barrientos

Address*

911 Timber Ridge Drive

City*

Justin

State*

Texas

Zip Code*

76247

Mailing Address (If different)

City

State

Zip Code

Phone Number

7608192078

Email Address*

vincebarrientos@outlook.com

Are you over the age of 18?*



Yes



No

Are you a registered voter?*



Yes



No

Are you a Justin resident, property, business owner, or City Staff?*



Yes



No

Current Occupation/Employer

Field Operations Manager/Merit Professional Services

Education, Licenses, or Certifications

Bachelor of Applied Arts and Sciences w/Minor in Anthropology, University of North Texas, 2020; Bachelor of Arts in Urban Policy and Planning, University of North Texas, In Progress

Are you a current or past member of a Council-appointed Board, Commission, or Corporation?*



Yes



No

If yes, please specify

On which Board, Commission, or Committee are you interested in serving? (First Choice)*

Planning and Zoning Commission



If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.

-- Select One --



What work experience, educational experience, community involvement, and/or other skills do you have that would qualify you for a Council-appointed Board, Commission, or Committee?*

Both my previous career in the military and as well as my current one working in environmental consulting have taught me the importance of time management, leadership, project management, problem solving, and customer service.

List any additional information which you believe would be of value for the City Council to know about you.*

In my both my current career and as well as in the pursuit of my 2nd Bachelor's degree, I am understanding the importance of land use and proper planning and zoning and the effect that it has on the future of a community and is something greatly interests me.

Do you or any member of your immediate family residing in your household, hold a position (paid or unpaid) with any person or organization, or have a contract with or any obligation to any person or entity which might constitute a conflict of interest?*



Yes



No

If yes, please explain.

Have you ever been convicted of a felony, violation of law, or misdemeanor involving moral turpitude (any offense involving lying, stealing, or cheating?)*

☐

Yes

☒

No

Are there any criminal charges or proceedings pending against you?*

☐

Yes

☒

No

By typing your full name in the box, you acknowledge that the information provided is correct to the best of your ability.*

Vicente Barrientos

Date of Submission*

12/1/2022

Print

Board, Commission & Committee Application - Submission #1470

Date Submitted: 12/12/2022

First Name*

D. Scott

Last Name*

Hill

Address*

1227 Brookview Drive

City*

Justin

State*

Texas

Zip Code*

76247

Mailing Address (If different)

City

State

Zip Code

Phone Number

(817) 602-3466

Email Address*

dscotthill4920@gmail.com

Are you over the age of 18?*



Yes



No

Are you a registered voter?*



Yes



No

Are you a Justin resident, property, business owner, or City Staff?*



Yes



No

Current Occupation/Employer

Commercial Airline Pilot / American Airlines

Education, Licenses, or Certifications

AAS in Aviation Support BA in History Airline Transport Pilot License with 12 additional type ratings.

Are you a current or past member of a Council-appointed Board, Commission, or Corporation?*



Yes



No

If yes, please specify

Participated in the Home Rule Charter Commission in 2021.

On which Board, Commission, or Committee are you interested in serving? (First Choice)*

Planning and Zoning Commission



If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.

Home Rule Charter Commission



What work experience, educational experience, community involvement, and/or other skills do you have that would qualify you for a Council-appointed Board, Commission, or Committee?*

I was formerly the Chief Pilot for a fairly large municipalities company in charge of managing their 4 aircraft flight department. I was responsible for the department budget as well as managing flight and maintenance schedules. I participated in the Home Rule Charter committee during the Spring and Summer of 2021. Unfortunately, health issues precluded me from volunteering for any other positions with the city of Justin last year.

List any additional information which you believe would be of value for the City Council to know about you.*

I am a hard-working, dedicated professional that has lived in the city of Justin since 2011. I have a vested interest in making sure Justin continues to grow and thrive well into the future.

Do you or any member of your immediate family residing in your household, hold a position (paid or unpaid) with any person or organization, or have a contract with or any obligation to any person or entity which might constitute a conflict of interest?*



Yes



No

If yes, please explain.

Have you ever been convicted of a felony, violation of law, or misdemeanor involving moral turpitude (any offense involving lying, stealing, or cheating?)*



Yes



No

Are there any criminal charges or proceedings pending against you?*



Yes



No

By typing your full name in the box, you acknowledge that the information provided is correct to the best of your ability.*

Denver Scott Hill

Date of Submission*

12/12/2022

City Council Meeting

January 24, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #5 (Consent)

Title: (*First reading*) Consider Ordinance 745-23 calling for a General Municipal Election to be held on Saturday, May 6, 2023 for the purpose of electing Mayor for a three (3) year term, and for the election of City Council Place one, Place two, and Place three to serve two (2) year terms, authorizing the notice of election; authorizing a joint election order with other Denton County political subdivisions; and authorizing the City Secretary to enter into a contract with Denton County, Texas for election services fixing the time, place and manner of holding said election; and providing an effective date.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Approve Ordinance as presented. (This will come before you at your next meeting as a second reading per Charter)

Background:

Per the Election Code and the Home Rule Charter, the City Council must order the election not before the 103rd day (1/23/23) before the election, and not after the 78th day (2/17/23) before election.

With the Charter, the City Council is required to conduct two Ordinance readings prior to final approval. Therefore, tonight will be your first reading for approval and your second reading will be on your February 14th agenda.

City Attorney Review: N/A

Attachments:

1. Ordinance 745-23

ORDINANCE NO. 745-23

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS (“CITY”), CALLING FOR A GENERAL MUNICIPAL ELECTION ON SATURDAY, MAY 6, 2023, FOR THE PURPOSE OF ELECTING MAYOR FOR A THREE (3) YEAR TERM, AND FOR THE ELECTION OF CITY COUNCIL PLACE ONE, PLACE TWO, AND PLACE THREE TO SERVE TWO (2) YEAR TERMS; AUTHORIZING NOTICE OF ELECTION; AUTHORIZING A JOINT ELECTION ORDER WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING THE CITY SECRETARY TO ENTER INTO AN AGREEMENT WITH DENTON COUNTY FOR THE ELECTION; FIXING THE TIME, PLACE, AND MANNER OF HOLDING SAID ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the provisions of State law the City Council call a General Municipal Election for the purpose of electing Mayor for a three (3) year term, and for the election of Place one, Place two, and Place three for City Council Member for two (2) year terms; and

WHEREAS, Section 41.001(a) of the Texas Election Code, as amended, provides for a general election of City Officials to be held on uniform election dates; being the first Saturday in May or the first Tuesday after the first Monday in November; and

WHEREAS, Section 11.0581(a) of the Texas Education Code requires independent school districts (ISDs) to conduct their general election for trustees on the same date as the election for the members of the governing body of a municipality located in the school district; the general election for state and county officers, or the election for the members of the governing body of a hospital district; and

WHEREAS, Section 271 of the Texas Election Code authorizes the elections ordered by the authorities of two or more political subdivisions that are to be held on the same day in all or part of the same county to be held jointly in the election precincts that can be served by common polling places; and

WHEREAS, the City is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this ordinance; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including, but not limited to the Open Meetings Act; and

WHEREAS, the purpose of this ordinance is to promote the public health, safety, and general welfare of the citizens of the City of Justin.

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

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

SECTION 2. That, a General Municipal Election be and the same is hereby ordered to be held on the first Saturday in May 2023, the same being May 6, 2023, for the purpose of electing Mayor for a three (3) year term and City Council Members Place one, Place two and Place three for two (2) year terms.

SECTION 3. That, said election shall be held in accordance with the Election Code of the State of Texas, the statutes of the State of Texas, The City Charter, this ordinance of the City of Justin, Texas, and shall be in conformity with the procedures set forth herein.

SECTION 4. That, the election shall be held jointly with the Denton County, and other Denton County governmental entities on May 6, 2023, pursuant to Section 11 of the Texas Education Code and Section 271 of the Texas Election Code. The costs of said election shall be shared by the governmental entities as set forth in the Election Services Contract which will be on file in the City Secretary's office.

SECTION 5. That, a single election precinct is hereby created, which consist of the territory located within the corporate limits of the City of Justin, Texas, the official polling place for voting on Election Day shall be the Justin City Hall, 415 N. College Ave., Justin, Texas. All resident, qualified voters of the City of Justin, Texas shall be permitted to vote in said election. In addition, the election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places during Early Voting and on Election Day.

SECTION 6. That, the polling place for said election shall be open from 7:00 a.m. to 7:00 p.m. on Election Day.

SECTION 7. That, in compliance with Section 85.004 of the Texas Election Code, early voting by personal appearance shall be conducted at the various Denton County polling locations.

SECTION 9. That, the City Secretary, with the concurrence of the City Council, is hereby authorized to execute the Election Services Contract, and any amendments thereto, on behalf of the City. The City Secretary is authorized to prepare a Notice of Election as prescribed by the Texas Election Code, to be posted not later than April 14, 2023, and published in accordance with the provisions of the Code and the City Charter one time, no earlier than April 6, 2023 and no later than April 26, 2023.

SECTION 10. That, this ordinance shall take effect immediately from and after its passage, as the law in such cases provide.

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 24th DAY OF JANUARY ,2023.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE _____ DAY OF _____, 2023.

APPROVED:

Mayor, Elizabeth Woodall

ATTEST:

City Secretary, Brittany Andrews

APPROVED AS TO FORM:

City Attorney, Matthew Butler

City Council Meeting

January 24, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #6 (Consent)

Title: Consider and take appropriate action to approve City Council minutes dated January 10, 2023.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Approve with consent items as presented.

Background:

City Attorney Review: N/A

Attachments:

1. 1/10/23 draft City Council minutes

City Council Meeting

January 24, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #7 (Possible Action)

Title: Consider and take appropriate action regarding an amendment to the Chapter 380 agreement with Office Equity Solutions.

Department: Administration

Contact: Director of Strategic Services, Abbey Reece

Recommendation: Make a motion to either approve or deny the amended Chapter 380 Agreement.

Background: Staff have been in discussions with the developer as well as council on getting an amendment to this agreement approved.

Amendments include some simple clarifications regarding funding (adding EDC to one of the payment line items)

The more substantive proposed amendments include an increase in payment from the water/sewer funding and increased reimbursements to the developer on year 2 and 3. These changes are due to increase in costs for the public improvements.

The developer will be in attendance at the meeting and would like to discuss the possibility of raising the interest rate from the initial 4% to 7.54.

The amended agreement and public improvement costs are attached for your review.

City Attorney Review: N/A

Attachments:

1. Redline Amended Version-Chapter 380 Agreement with OES
2. Updated cost sheet

CHAPTER 380 AGREEMENT

First amendment to the Chapter 380 agreement (“**Agreement**”) ~~is~~ executed between Justin Town Center, Ltd. (“**Developer**”) and the City of Justin, Texas, a general law city (“**City**”). Developer and City are hereinafter collectively referred to individually as a “Party” and collectively as the “Parties.”

Commented [OES1]: Should this be a replacement agreement instead since it appears to restate the entire agreement? Typically amendments only address changes to an agreement. Just a thought.

Commented [AR2R1]: We always amend DA's like this and with our attorney's review we will continue with this format.

RECITALS

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish economic development programs to stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council of the City of Justin has approved a Chapter 380 Policy in accordance with Chapter 380 of the Texas Local Government Code; and

WHEREAS, in accordance with Chapter 380 of the Texas Local Government Code, the City may approve a Chapter 380 Agreement to promote job creation and investment in Justin; and

WHEREAS, Developer owns 18.07 acres of land more accurately described as the Villas of Justin Addition, Volume Y, Page 96, Justin, Denton County, Texas and legally described in Exhibit E (“Developer’s Property”), and the City owns 18 adjacent acres immediately north of the Developer’s property, legally described in Exhibit F (City’s Property”), collectively referred to as (the “Property”).

WHEREAS, Developer agrees to construct or cause to be constructed the infrastructure and improvements to serve the Property described and depicted in Exhibit A and the City shall have and exercise jurisdiction over the development of the Property as set forth both in this Agreement as well as all applicable laws regarding the design, construction, installation, and inspection of water, wastewater, drainage, roadway, and other public infrastructure to serve the Property (collectively, the “Public Infrastructure”); and

WHEREAS, the City, with and through the Justin Economic Development and Community Development Corporations, will provide property and funding as reimbursement for certain public improvements to the Property; and

WHEREAS, the City recognizes the positive impact that the Public Infrastructure for the development contemplated herein will bring to the City and recognizes further that the development will promote state and local economic development; stimulate business and commercial activity in the municipality; advance the development and diversification of the economy of the state; and contribute to the elimination of unemployment or underemployment in the state; and

WHEREAS, the Developer and City wish to amend the Chapter 380 agreement to address estimated cost increases for the public improvements,

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I. DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City means the City of Justin, a general law municipality located in Denton County, Texas.

City Manager means the current or acting City Manager of the City or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Council means the City Council of the City.

Effective Date has the meaning set forth in Section 9.10.

Mayor means the Mayor of the City.

ARTICLE II. DEVELOPER OBLIGATIONS

Section 2.01 Mass Grading. Developer will mass grade the Property. The Developer shall certify and provide documentation to the City of all final mass grading costs. Pro rata costs for work done to the Property shall be allocated to the City or Developer's Property by efforts and work done, not based on property area or size.

Section 2.02 Construction of Infrastructure Improvements. Developer will construct Public Infrastructure improvements in accordance with plans submitted to the City generally described in Exhibit A on the Property. Developer will include construction of public improvements to the Wilkerson Lane connection, associated water and wastewater lines and stormwater improvements on the City's Property described and depicted in Exhibit A. The Developer shall certify and provide documentation to the City of all final costs for said public improvements on the City's Property.

Section 2.03 Construction of Building Improvements. Developer agrees to complete all private building improvements to provide retail, office, medical and other uses on the Developer's Property Lots 2A, B, C & Lots 8A, B, C as roughly depicted in Exhibit E. Uses shall be further refined by zoning agreed to by the developer and approved by the Justin City Council.

Section 2.04 Design standards. To ensure project continuity of buildings across the Property the Developer agrees to reasonably cooperate with the City in creating general architectural exterior guidelines to create a common theme across the project. The guidelines shall in addition to addressing general architecture include signage, landscaping and lighting standards. The guidelines shall retain flexibility and promote reasonable creativity. Upon agreement of the Developer and the City to the guidelines, they shall be recorded as restrictions upon the Property and defined as part of the approved zoning district.

ARTICLE III. **CITY OBLIGATIONS**

Section 3.01 Transfer of Property. In consideration for construction of the Public Infrastructure, the City agrees to transfer the 3.8 acres of land depicted and legally described in Exhibit B (the "3.8-Acre Tract") to the City of Justin Community Development Corporation ("CDC"), subject to the approval of the Justin CDC Board of Directors. Pursuant to Local Government Code Section 253.012, the instrument that transfers the 3.8-Acre Tract from the City to the CDC shall require the CDC to use the property in a manner that primarily promotes a public purpose of the City and shall substantially conform to the conveyance document attached as Exhibit C. By separate agreement, the CDC Board of Directors will transfer the 3.8-Acre Tract to the Developer, or Developer's designee

By separate instrument, which substantially conforms to the conveyance document attached as Exhibit D, the CDC will transfer to the Developer, or Developer's designee, the 3.8-Acre Tract, which value is fixed at \$575,775,~~000~~ and includes the 3.8-Acre Tract's contributions and obligations to Public Infrastructure on Wilkerson Lane and public infrastructure on Justin Lane within 90 days of mutual execution of this agreement.

Section 3.02 Reimbursement of Costs Associated with Public Improvements. The initial cost estimates for the public infrastructure improvements on the City's Property described and depicted in Exhibit A are a total of ~~\$2,465,127~~\$2,603,684, which includes ~~\$1,766,775~~\$1,905,332\$904,902 for road, water, wastewater and storm drainage improvements and ~~\$698,352~~698,782 for mass grading improvements to the residual approximately 14.172 acres remaining, after deducting the 3.8-Acre Tract from the City's Property.

At the point of Preliminary Plans submission and review the Parties agree to revise the initial cost estimates with a revised opinion of probable cost that will better quantify the expected project costs with the additional detail available at that time. The Parties agree to work together in good faith to establish a final public infrastructure improvements cost

estimate ("Final Estimate"). Any adjustments necessitated by the Final Estimate varying from the initial estimate shall be made in Section 3.02 (e) below.

The City and the CDC will reimburse the Developer up to the Final Estimate for all public infrastructure improvements on the City's Property described and depicted in Exhibit A to include, but not be limited to, road, water, wastewater, storm drainage and mass grading improvements. Final reimbursements will be based on actual costs certified by the Developer and verified by the City. Only after the City reasonably verifies and reasonably accepts the substantially completed Public Infrastructure, reimbursement from the City to the Developer will be provided within 60 days in the following manner:

(a) The Justin EDC and CDC Boards will transfer to the Developer a \$150,000 cash payment.

(b) The City will provide ~~\$404,000~~\$468,717 in funding to the Developer for water and wastewater improvements providing increased capacity.

(c) Except as provided by Section 3.02(d), ~~\$550,000~~\$670,065, plus ~~4%~~7.54% annual interest, will be reimbursed by the City to the Developer in minimum annual payments beginning on January 1, 2023 in the following amounts:

- January 1, 2023 - \$200,000
- January 1, 2024 - ~~\$150,000~~200,000
- January 1, 2025 - ~~\$100,000~~150,000
- January 1, 2026 - ~~\$100,000~~120,0653,840 + outstanding interest.

(d) Notwithstanding the above, the amount of each annual payment will be calculated by the amount of sales tax generated by commercial development on the Property based on the one-percent general municipal sales tax, which may exceed the minimum payment set forth by Section 3.02(c). Any amount paid over the minimum amount will be deducted from the total payment, which may reduce the term of payments. Furthermore, if the final cost of improvements is less than the estimated cost stated in Section 3.02, the difference shall be deducted from the final payment set forth in Section 3.02 (c).

(e) The remaining balance of \$571,127 will be reimbursed to the extent possible through the forgiveness of City fees, to include roadway impact fees, inspection fees, and other fees related directly to the development of the Developer's property or property owned by entities related to or affiliated with the Developer. This does not include water and wastewater impact fees. Any balance shall be added to the second payment described in Section 3.02 (c).

(f) The City will pay the balance of \$168,000 upon completion of the Public Infrastructure and acceptance by the City as described above. Any savings realized during construction of the project shall be deducted from this payment.

Commented [OES3]: This is the current Prime Rate , which we will be borrowing at to provide the City with their needed financing of this project. The intent all along has been that the City would in the end pay the entire cost of the road and grading of the City's property. The Developer was not supposed to be covering any delta in the interest rate. We were just supposed to be facilitating the process with this financing.

Commented [AR4R3]: The council would like to stay at the already approved 4%. You are welcome to discuss this with them further at the council meeting on the 24th. They did ask what rate was locked in at the beginning of the project when taking out the loan.

Commented [OES5]: This was left over from previous discussions and negotiations before we add item (f). It was the last item before we added (f).

Section 3.03 Zoning. City shall rezone both the Developer's and City's Property to General Business with design standards both parties agree upon prior to transferring any property to the CDC.

Section 3.04 City Improvements. City agrees to construct the proposed Town Square Plaza, as depicted and specified in Exhibit G within three (3) years after completion and acceptance of the Public Infrastructure. City further agrees to consider constructing the Proposed Public Buildings, generally as depicted and specified in Exhibit G within five (5) years after completion and acceptance of the Public Infrastructure. Developer understands that the construction of improvements is contingent on funding, which may require the approval of bond funding approved by municipal election. Final uses and arrangement of Public Buildings are subject to change based on needs of the City.

Section 3.05 Bonds, Insurance. When the plans and specifications have been approved and before any permit is issued for construction of public infrastructure on the Property, Developer shall submit to the City a Maintenance Bond through a General Contractor, in a form acceptable to the City, in the sum of fifty percent (50%) of the total contract price for construction of such infrastructure and conditioned that the contractor will repair or replace all defects due to faulty material and/or workmanship that appear within two years from the date of final approval and acceptance by the City. Developer shall procure and maintain in force public liability and property damage insurance with limits at least equal to the maximum amount of the City's statutory liability under Chapter 101 of the Civil Practice and Remedies Code, and with the City of Justin, its officers, employees, and agents listed as additional insured. Said insurance shall remain in effect until final acceptance of improvements by the City.

Section 3.06 Inspection of Public Infrastructure. All Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations. For the purposes of this Agreement, the construction of the Public Infrastructure will be deemed complete only after the City verifies and accepts the Public Infrastructure.

Section 3.07 Design Standards. To ensure project continuity of buildings across the Property the City agrees to reasonably cooperate with the Developer in creating general architectural exterior guidelines to create a common theme across the project. The guidelines shall in addition to addressing general architecture include signage, landscaping and lighting standards. The guidelines shall retain flexibility and promote reasonable creativity. Upon agreement of the City and the Developer to the guidelines, they shall be recorded as restrictions upon the Property and defined as part of the approved zoning.

ARTICLE IV. **OWNERSHIP.**

Section 4.01 Ownership; Maintenance and Operation. All of the Public Infrastructure shall be owned by the City upon completion of construction and acceptance of them by the City. The Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements for the Public Infrastructure to the City and the public. Except as provided by the terms of the maintenance bond, upon inspection, approval, and acceptance of the Public Infrastructure or any portion thereof, the City shall maintain and operate such Public Infrastructure to service the Property.

ARTICLE V.
TERM OF AGREEMENT; TERMINATION

Section 5.01 Term. The term of this Agreement shall continue until all improvements are complete and all obligations have been met in accordance with Articles II and III.

Section 5.02 Termination of Agreement. This Agreement may be terminated (a) at any time by mutual written consent of both the City and Developer.

ARTICLE VI.
EVENTS OF DEFAULT; REMEDIES

Section 6.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

Section 6.02 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY 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. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development

of “Tract X” by “Developer A” based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or

- (c) adversely affect or impair the current or future obligations of the City to provide water service to any portion of the Property within its water CCN; or
- (d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (e) limit the Term.

Section 6.03 Waiver of Immunity to Suit for Certain Claims. This agreement is subject to Local Government Code, Title 8, Subtitle C. Chapter 271, Sec. 271.152.

ARTICLE VII.

ASSIGNMENT AND ENCUMBRANCE

Section 7.01 Assignment by Developer to Successor Owners. Developer shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, without the prior written approval of City, which shall not be unreasonably withheld. However, the Developer may assign this Agreement to any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Developer, or a subsidiary or affiliate of the Developer, or any entity purchasing some or all of the Developer’s Property that has at least one member in common with the Developer.

Section 7.02 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Developer.

Section 7.03 Encumbrance by Developer and Assignees. Developer has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the City, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender’s interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not

a Party to this Agreement unless this Agreement is amended to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

Section 7.04 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Developer's prior written consent.

ARTICLE VIII.

RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

Section 8.01 Binding Obligations. This Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the City as a condition to the City having notice of the assignment or having the assignment binding upon the City. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (a) the term "End-Buyer" means any tenant, user, occupant, or owner that is intended to be a final user, of a fully developed and improved lot and does not include a builder; (b) the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the County's real property records; and (c) the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations.

Section 8.02 Releases. From time to time upon written request of Developer, the Mayor and City Manager, or designee of their choice, shall execute, in recordable form, subject to approval as to form by the City Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of all City ordinances and regulations.

Section 8.03 Estoppel Certificates. From time to time upon written request of Developer, the Mayor and the City Manager, or a designee of their choice, will execute a written estoppel certificate, subject to approval as to form by the City Attorney, identifying any obligations of Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Developer is in compliance with its duties and obligations under this Agreement, except

as expressly identified. The City is entitled to recover all of the City's out-of-pocket expense for gathering the information required to sign the estoppel certificate, including professional and consulting fees and related expenses, and such expense shall be paid prior to the City releasing the estoppel certificate.

ARTICLE IX

ADDITIONAL PROVISIONS

Section 9.01 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 9.02 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by e-mail; (b) two days after deposit with an overnight 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 by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as set as follows:

If to the City:	City of Justin 415 N. College Ave Justin, TX 76247 Attn: City Manager Email: eevingscitymanager@cityofjustin.com
-----------------	---

with a copy to:	Matthew L. Butler Boyle & Lowry, L.L.P. 4201 Wingren, Suite 108 Irving, Texas 75062-2763 Phone: (972)650-7100 Fax: (972) 650-7105 Email: mbutler@boyle-lowry.com
-----------------	---

If to Developer:	Justin Town Center, Ltd. 365 Miron Drive, Suite A Southlake, TX 76092 Phone: (817) 416-3981 Fax: (817) 416-8372_____
------------------	--

Email: jlancaster@officeequitysolutions.com
Copy to: pwangoe@officeequitysolutions.com

Section 9.03 CERTAIN CLAIMS. THIS AGREEMENT SHALL CONSTITUTE A “PERMIT” WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. DEVELOPER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY DEVELOPER SET OUT IN THIS AGREEMENT CONSTITUTES A “TAKING,” AN ILLEGAL EXACTION, OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DEVELOPER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND DEVELOPER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT DEVELOPER MAY HAVE ARISING FROM ANY ACTION BY THE CITY AFTER THE EFFECTIVE DATE. THE CITY SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED, OR OTHERWISE PROPOSED BY DEVELOPER.

Section 9.04 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable 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 duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that the individuals executing this Agreement on behalf of Developer have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by law.

Section 9.05 Entire Agreement; Severability; Amendment. 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. Except as provided in herein, this Agreement shall not be modified or amended except in writing signed by the City, Developer, and the owner of the portion of the Property affected by the amendment. 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.

Section 9.06 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be Denton County.

Section 9.07 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material 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 provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party 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.

Section 9.08 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End-Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

Section 9.09 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Parties.

Section 9.10 Effective Date.

This Agreement will become effective on the later to occur of:

(a) approval and authorization of this Agreement by majority vote of a quorum of the Justin City Council following the fulfillment of all notice and public meeting requirements of Texas law; and

(b) execution by Developer or Developer’s duly authorized representative. If this Agreement is not signed by both Parties by August 1, 2022 it will be of no force and effect unless reapproved by the City Council.

Section 9.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same

instrument.

Section 9.12 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Section 9.13 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A – Public Infrastructure plans

Exhibit B – Survey of the 3.8-Acre Tract

Exhibit C – Draft conveyance document of the 3.8-Tract from the City to the CDC

Exhibit D – Draft conveyance document of the 3.8-Tract from the CDC to Developer

Exhibit E – Developer’s property legal description and map.

Exhibit F – City’s property legal description and map.

Exhibit G – Town Square map and specifications.

Section 9.14 Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City Council of the City of Justin, Texas, and Justin Town Center, Ltd. have authorized and caused this Agreement to be effective as of the dates executed below.

Signed and executed this _____ day of _____, 20____.

THE CITY OF JUSTIN, TEXAS

By: _____
~~Chuck Ewing~~
City Manager

ATTEST:

Brittany Andrews
City Secretary

APPROVED AS TO FORM:

City Attorney

Signed and executed this _____ day of _____, 20__.

JUSTIN TOWN CENTER, LTD.

By: _____

CORPORATE ACKNOWLEDGMENT:

The State of Texas §
§
County of §

Before me, the undersigned, on this day personally appeared _____,
_____ of Justin Town Center, Ltd., known to me, who acknowledged to me
that he/she executed this Agreement for the purposes and consideration therein expressed. Mr./Ms.
further attested that he/she is signing this Agreement in his/her capacity as _____ of
Justin Town Center, Ltd., and that such capacity makes his/her signature valid to bind the company,
Justin Town Center, Ltd..

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of _____, 2021.

Notary Public, State of Texas

EXHIBIT A
Public Infrastructure plans
(Page 1 of 2)

Developer's Property Public Infrastructure to be included in approximately the yellow highlighted areas of Tally Boulevard, Village Rd., Justin Lane on the attached Exhibit A site plan:

- a) Water
- b) Sewer
- c) Storm Drain
- d) Roadways
- e) Roundabout
- f) Curbs and gutters

City's Property Public Infrastructure to be included in approximately the pink highlighted areas of Wilkerson Lane on the attached Exhibit A site plan:

- a) Water
- b) Sewer
- c) Storm Drain
- d) Roadways
- e) Roundabout
- f) Curbs and gutters
- g) Any other items agreed upon in writing

Survey of the 3.8-Acre Tract

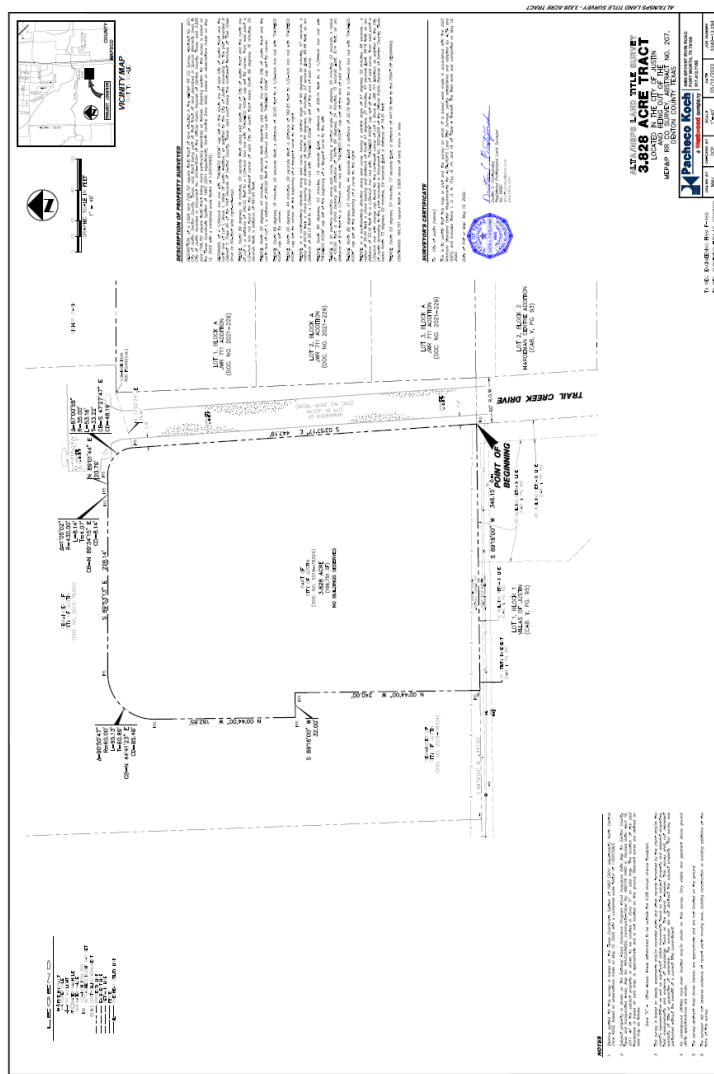


EXHIBIT C

Draft conveyance document of the 3.8-Tract
from the City to the CDC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Project: Justin Town Square

GENERAL WARRANTY DEED

STATE OF TEXAS §
COUNTY OF DENTON § **KNOW ALL MEN BY THESE PRESENTS**

That CITY OF JUSTIN, a Texas general law city (herein called "**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by the Justin Community Development Corporation, a Texas Type B economic development corporation (herein called "**Grantee**"), 415 North College Ave, Justin, Texas 76247, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all the real property in Denton County, Texas being more particularly described on **Exhibit "A"**, attached hereto and made a part hereof for all purposes, and being located in Denton County, Texas (the "**Property**").

Grantor reserves, for itself and its successors and assigns all oil, gas and other minerals in, on and under and that may be produced from the Property. Grantor, for itself and its successors and assigns, shall not have the right to use or access the surface of the Property, in any way, manner or form, for any purpose including in connection with or related to the reserved oil, gas, and other minerals and/or related to exploration and/or production of the oil, gas and other minerals reserved herein.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED TO BE EFFECTIVE as of the _____ day of _____, 2022.

By: City of Justin
415 North College Street
Justin, Texas 76247

By: _____
~~Chuck Ewings~~, City Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2022 by Chuck Ewings, the City Manager of the City of Justin, a Texas general law city.

Notary Public in and for The State of Texas

AFTER RECORDING, Return To:
City of Justin
Attn: City Manager
415 North College Ave.
Justin, Texas 76247

EXHIBIT D

Draft conveyance document of the 3.8-Tract
from the CDC to Developer

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Project: Justin Town Square

GENERAL WARRANTY DEED

STATE OF TEXAS §
COUNTY OF DENTON § **KNOW ALL MEN BY THESE PRESENTS**

That COMMUNITY DEVELOPMENT CORPORATION, a Texas type B economic development corporation (herein called "**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by JUSTIN TOWN CENTER, LTD, a Texas limited partnership (herein called "**Grantee**"), 365 Miron Drive, Suite A, Southlake, Texas 76092, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all the real property in Denton County, Texas being more particularly described on **Exhibit "A"**, attached hereto and made a part hereof for all purposes, and being located in Denton County, Texas (the "**Property**").

Grantor reserves, for itself and its successors and assigns all oil, gas and other minerals in, on and under and that may be produced from the Property. Grantor, for itself and its successors and assigns, shall not have the right to use or access the surface of the Property, in any way, manner or form, for any purpose including in connection with or related to the reserved oil, gas, and other minerals and/or related to exploration and/or production of the oil, gas and other minerals reserved herein.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED TO BE EFFECTIVE as of the _____ day of _____, 2022.

By: Justin Community Development Corp.
415 North College Street
Justin, Texas 76247

By: _____
Steven Turney, President

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2022 by Steven Turney, the President of the Board of Directors of the Justin Community Development Corporation, a Texas type B economic development corporation.

Notary Public in and for The State of Texas

AFTER RECORDING, Return To:
City of Justin
Attn: City Manager
415 North College Ave.
Justin, Texas 76247

EXHIBIT E

(Page 1 of 2)

Developer's Property Legal Description and
Map

Lots 1 – 7, Block 1, Lots 1-3, Block 2, Lot A, Block 3, and Lot A, Block 4 Justin Town Square,
Denton County Plat Records, Document Number 2022-94.

EXHIBIT F
City's Property Legal Description

EXHIBIT G

(1 of 2)

Town Square Map and Specifications:

To include:

- a) Final grading of Town Square
- b) Installation of cross walkways in Town Square
- c) Installation of sod/grass and irrigation in Town Square
- d) Sidewalks, curbs and gutter on 3 sides of Town Square
- e) Installation of street parking adjoining Town Square
- f) Installation of roadway on 3 side of the Town Square
- g) Roadway connection of Wilkerson Lane to the Town Square by extension of Justin Lane
- h) Public amenities to include street lighting, benches and/or bike racks.

1/9/2023

Wilkerson Lane & Roundabout

Line Item / Description	Southlake Construction	
Excavation / Grading	47,560	
Erosion Control	29,152	
Stabilized Subgrade	89,254	
Landscape & Irrigation	92,836	
Earthwork Subtotal =		\$ 258,802
Public Water Lines	263,768	
Public Sanitary Sewer	204,949	
Public Storm Drain	398,050	
Utilities Subtotal =		\$ 866,767
Concrete Paving	418,804	
Concrete Sidewalks	144,324	
Pavement Sealants & Striping	8,859	
Signage & Conduits	22,628	
Barricades & Traffic Control	12,037	
Buff Color for Sidewalk	46,045	
Paving Subtotal =		\$ 652,697
Construction Staking & Testing	18,123	
Maintenance Bonds	44,856	
General Conditions & Insurance	13,938	
Constr. Mgmt. & Supervision	87,424	
Misc. Subtotal =		\$ 164,341
Contingency	25,000	
Topo and Boundary Survey	14,000	
Geo Tech Boring	6,500	
Benches & Receptacles	29,000	
Inspection Fees	85,500	
Professional Services	200,000	
Other Items =		\$ 360,000
Project Subtotal =		\$ 2,302,607
City Property's Contribution to Mass Grading (Including Professional Services)	698,782.00	
Grading =		\$ 698,782
Project TOTAL =		\$ 3,001,389
Deferred or Waived Improvements/Costs/Fees		
Landscape & Irrigation	92,836	
Concrete Sidewalks	144,324	
Buff Color for Sidewalk	46,045	
Benches & Receptacles	29,000	
Inspection Fees	85,500	
Deferred or Waived Improvements/Costs/Fees =		\$ 397,705
Revised Project TOTAL =		\$ 2,603,684
380 Agreement Initial Budget		\$ 2,465,127
Difference		\$ 138,557

5.62%

Repayment Structure		380 Agreement Initial Budget
Project Budget	\$ 2,603,684	\$ 2,465,127
4.2 Acre Sales Value and Infastructure Contribution	575,775	575,775
CDC Cash Payment	150,000	150,000
Water/Sewer Fund	468,717	404,000
Developer Loan	550,000	550,000
Development, Roadway impact & Building fee Waivers	571,127	571,127
General Fund	168,000	168,000
Balance	\$ 2,483,619	\$ 2,418,902
Short Fall	\$ 120,065	\$ 46,225

City Council Meeting

January 24, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #8 (Possible Action)

Title: Consider and take appropriate action regarding Economic Development and Community Development Incentive Agreements.

Department: Administration

Contact: Director of Strategic Services, Abbey Reece

Recommendation: Approve/Deny the EDC/CDC Incentive Agreements.

Background: The EDC/CDC have approved two incentive agreements for the repair of the Mule Barn Parking area. There have been ongoing delays with the TxDOT ROW area that council had initially requested be apart of the project, so in order to move forward that portion is no longer included in this request. In taking that portion out, property owner Mark Wallace, received an updated invoice for \$115,000. This would repaired with asphalt.

I have included the two incentive agreements and grant applications with quotes for your review. The applicant has been invited to attend the meeting to answer additional questions.

There are several budget amendments included in the next agenda item and this request is part of that.

City Attorney Review: N/A

Attachments:

1. EDC Incentive Agreement
2. CDC Incentive Agreement
3. Project Application

4. Project Scope

AGREEMENT BETWEEN

City of Justin Type A Economic Development Corporation
and
Mark Wallace
for

TRANSFER AND USE OF ECONOMIC DEVELOPMENT GRANT FUNDS

THIS ECONOMIC DEVELOPMENT AND INCENTIVE AGREEMENT (the “Agreement”), is made and entered into as of the 24th day of January, 2023, by and between the **CITY OF JUSTIN ECONOMIC DEVELOPMENT CORPORATION**, a Type A non-profit corporation organized under the Texas Development Corporation Act of 1979 (the “EDC”), and Mark Wallace (“Applicant”).

WHEREAS, Applicant is the landowner of the Mule Barn, Lonesome Spur, and the Justin Discount Boots Store generally located at 218 FM 156, Justin, Texas 76247 (the “Property”).

WHEREAS, Applicant intends to improve the parking lot at the Property (generally referred to herein as the “Project”) and has requested from the EDC a grant as a partial reimbursement for the cost of the Project.

WHEREAS, the Project represents an opportunity to improve parking facilities and infrastructural improvements which will promote or develop new or expanded business enterprises as well as attract visitors to the City of Justin; and

WHEREAS, Applicant has requested that the EDC authorize certain grants and consideration as provided herein (collectively referred to as the “Incentives”) with respect to the Project; and

WHEREAS, the EDC is a Type A non-profit corporation organized under the Texas Development Corporation Act of 1979, as amended, whose primary income is from sales tax collected within the City of Justin, that is dedicated to economic development and exists for the primary purpose of promoting economic development within the City of Justin and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City of Justin; and

WHEREAS, for the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce, and stimulating business and commercial activity in the State of Texas, Denton County, and the City of Justin, the EDC desires to offer the Incentives to Applicant as more particularly described in this Agreement; and

WHEREAS, the Agreement and Incentives are authorized by, and in accordance with Texas Development Corporation Act of 1979; and

WHEREAS, the EDC Board of Directors has approved the terms of this Agreement and found that the EDC expenditures authorized by this Agreement are suitable to promote or develop new and expanded business enterprises and parking facilities; and

WHEREAS, the City of Justin City Council has approved of the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the EDC and Applicant (collectively, the “Parties”) agree as follows:

Section I. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section I.

Section II. Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“EDC” or “Economic Development Corporation” shall mean the City of Justin Economic Development Corporation, a non-profit corporation organized under the Texas Development Corporation Act of 1979, now codified at Chapters 501 - 505 of the Texas Local Government Code, as amended (hereinafter the “Act”), and supported by sales tax collected within the City of Justin and dedicated to economic development, authorized as a local option under Section 4A of the Act, with a primary purpose of promoting economic development within the City of Justin and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City of Justin.

“EDC Payments” shall mean any payments from the EDC to Applicant pursuant to this Agreement as all or a portion of the Economic Development Grant, the total of which shall not exceed the maximum dollar amount of the Economic Development Grant as stated herein.

“Economic Development Grant” shall mean the agreed total payment to be made by the EDC to Applicant pursuant to this Agreement, the amount of which shall not exceed \$35,000, the purpose of which is for parking facilities and infrastructural improvements intended to promote or develop new or expanded business enterprises.

“Effective Date” shall mean January 24th, 2022.

“Force Majeure” shall mean any delays due to fire, explosion, vandalism, storm or similar occurrences, supplier failures, shortages or breach or delay, unusual weather events, unusual delays in obtaining City approvals, strikes, riots, acts of God, shortages of labor or materials, war, governmental approvals or orders, epidemics, pandemics, medical threats to the public, quarantines laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges by the City of Justin.

Section III. The Project.

The applicant will be repairing the parking area at 218 FM 156, Justin, Texas 76147. The parking area will be repaired with asphalt. An exhibit of the area is shown in Exhibit A. The applicant

agrees to purchase and install bollards at his own expense TxDOT ROW area to prohibit parking in the grassy area.

Section IV. Economic Incentives and Performance Requirements

In consideration of and subject to the Applicant meeting all the conditions contained herein, the EDC agrees to provide the following incentives.

Grants. Subject to the conditions provided for herein, the EDC agrees to provide Applicant a maximum total incentive amount of up to \$25,000. To qualify for the Incentives provided for herein, Applicant must comply with the terms of this Agreement and meet the following conditions:

4.1 Commencement of Project. Applicant shall commence construction on the Project by no later than six months after the Effective Date of this Agreement, subject to Force Majeure allowable delays.

4.2 Completion of Project. Applicant shall complete or cause to be completed construction of the Project by no later than July 24th, 2023 subject to Force Majeure allowable delays. Such construction shall be in accordance with the requirements, terms, and conditions of this Agreement, all applicable ordinances, codes, and standards, and any site plans submitted to the City of Justin.

4.3 Notice of Completion. Upon completion of the Project, Applicant shall forward written correspondence to EDC advising of such completion along with all receipts (not invoices or statements) for each expense directly related to construction of the Project.

4.4 EDC Payments. Upon EDC's receipt of Applicant's Notice of Completion, as provided above, EDC shall reimburse Applicant an amount not to exceed the Economic Development Grant as stated herein for the actual direct construction costs of the Project.

Section V. Conditions to the Grants

A. This Agreement shall terminate upon any one of the following:

- i. by written agreement of the parties;
- ii. by EDC, if any Impositions owed to the City of Justin by Applicant shall become delinquent (provided, however the Applicant retains the right to properly protest any such Impositions); or
- iii. by EDC, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

B. All incentives provided for herein are wholly subject to Applicant's compliance with the terms and conditions of this Agreement.

Section VI. Term

This Agreement shall become effective upon the Effective Date and shall end upon satisfaction of all contractual terms of this Agreement.

Section VII. Miscellaneous

- A. Construction of the Project shall comply with all applicable local, state, and federal codes, regulations, and ordinances.
- B. This Agreement may not be assigned, transferred, conveyed, or exchanged by either party without the written consent of the other party. In the event of an approved assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- C. The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears.
- D. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- E. If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- F. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
- G. The Applicant agrees to and does hereby indemnify, defend and hold the City of Justin and the EDC, its employees, representatives and agents, (collectively, the "Indemnified Parties") harmless of and from all losses, costs, claims, damages, injury, expense or liability (including, without limitation, reasonable attorneys' fees and court costs and expenses) arising by reason of injury to or death of persons, damage to property, or claims for work performed on the Project, provided that Applicant shall not be required to indemnify, defend or hold the Indemnified Parties harmless from the Indemnified Parties' gross negligence or intentional misconduct. This indemnity provision shall survive expiration, termination, or cancellation of this Agreement.

- H. To the extent permitted by State law, no employee or official of the City of Justin or EDC shall be personally responsible for any liability arising under or growing out of this Agreement.
- I. Texas Law. This Agreement shall be construed in accordance with the laws of the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Denton County, Texas, or the United States District Court for the Northern District of Texas.
- J. Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be:
- i. Delivered personally, with a receipt requested therefore, or
 - ii. Sent by telecopy facsimile; or
 - iii. Sent by a nationally recognized overnight courier service; or
 - iv. Delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective:
 - (a) upon receipt or refusal if delivered personally or by telecopy facsimile;
 - (b) one business day after depositing with such an overnight courier service; or
 - (c) two business days after deposit in the United States Postal Service, if mailed.

A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail, return receipt requested.

If to the EDC: EDC
XXX

with a copy to: Boyle & Lowry, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062-2763
Attn: Matthew Butler
Fax: (972) 650-7105

If to Applicant: XXX

with a copy to: XXX

- L. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

IN WITNESS WHEREOF, the EDC and the City Council of the City of Justin, Texas, and Applicant have authorized and caused this Agreement to be executed and delivered on this the ____ day of _____, 2022.

**THE CITY OF JUSTIN ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Chairperson

ATTEST:

EDC Secretary

APPROVED AS TO FORM:

EDC Attorney

Landowner

By: _____

Title: _____

AGREEMENT BETWEEN

City of Justin Type B Community Development Corporation
and
Mark Wallace
for

TRANSFER AND USE OF ECONOMIC DEVELOPMENT GRANT FUNDS

THIS ECONOMIC DEVELOPMENT AND INCENTIVE AGREEMENT (the “Agreement”) is made and entered into as of the 24th day of January, 2023, by and between the **CITY OF JUSTIN COMMUNITY DEVELOPMENT CORPORATION**, a Type B non-profit corporation organized under the Texas Development Corporation Act of 1979 (the “CDC”), and Mark Wallace (“Applicant”).

WHEREAS, Applicant is the landowner of the Mule Barn, Lonesome Spur, and the Justin Discount Boots Store generally located at located at 218 FM 156, Justin, Texas 76247 (the “Property”).

WHEREAS, Applicant intends to improve the parking lot at the Property (generally referred to herein as the “Project”) and has requested from the CDC a grant as a partial reimbursement for the cost of the Project.

WHEREAS, the Project represents an opportunity to improve parking facilities and infrastructural improvements which will promote or develop new or expanded business enterprises as well as attract visitors to the City of Justin; and

WHEREAS, Applicant has requested that the CDC authorize certain grants and consideration as provided herein (collectively referred to as the “Incentives”) with respect to the Project; and

WHEREAS, the CDC is a Type B non-profit corporation organized under the Texas Development Corporation Act of 1979, as amended, whose primary income is from sales tax collected within the City of Justin, that is dedicated to economic development and exists for the primary purpose of promoting economic development within the City of Justin and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City of Justin; and

WHEREAS, for the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce, and stimulating business and commercial activity in the State of Texas, Denton County, and the City of Justin, the CDC desires to offer the Incentives to Applicant as more particularly described in this Agreement; and

WHEREAS, the Agreement and Incentives are authorized by, and in accordance with Texas Development Corporation Act of 1979; and

WHEREAS, the CDC Board of Directors has approved the terms of this Agreement and found that the CDC expenditures authorized by this Agreement are suitable to promote or develop new and expanded business enterprises and parking facilities; and

WHEREAS, the City of Justin City Council has approved of the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the CDC and Applicant (collectively, the “Parties”) agree as follows:

Section I. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section I.

Section II. Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“CDC” or “Economic Development Corporation” shall mean the City of Justin Economic Development Corporation, a non-profit corporation organized under the Texas Development Corporation Act of 1979, now codified at Chapters 501 - 505 of the Texas Local Government Code, as amended (hereinafter the “Act”), and supported by sales tax collected within the City of Justin and dedicated to economic development, authorized as a local option under Section 4B of the Act, with a primary purpose of promoting economic development within the City of Justin and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City of Justin.

“CDC Payments” shall mean any payments from the CDC to Applicant pursuant to this Agreement as all or a portion of the Economic Development Grant, the total of which shall not exceed the maximum dollar amount of the Economic Development Grant as stated herein.

“Economic Development Grant” shall mean the agreed total payment to be made by the CDC to Applicant pursuant to this Agreement, the amount of which shall not exceed \$35,000, the purpose of which is for parking facilities and infrastructural improvements intended to promote or develop new or expanded business enterprises.

“Effective Date” shall mean January 24th, 2022.

“Force Majeure” shall mean any delays due to fire, explosion, vandalism, storm or similar occurrences, supplier failures, shortages or breach or delay, unusual weather events, unusual delays in obtaining City approvals, strikes, riots, acts of God, shortages of labor or materials, war, governmental approvals or orders, epidemics, pandemics, medical threats to the public, quarantines laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges by the City of Justin.

Section III. The Project.

The applicant will be repairing the parking area at 218 FM 156, Justin, Texas 76147. The parking area will be repaired with asphalt. An exhibit of the area is shown in Exhibit A. The applicant

agrees to purchase and install bollards at his own expense TxDOT ROW area to prohibit parking in the grassy area.

Section IV. Economic Incentives and Performance Requirements

In consideration of and subject to the Applicant meeting all the conditions contained herein, the CDC agrees to provide the following incentives.

Grants. Subject to the conditions provided for herein, the CDC agrees to provide Applicant a maximum total incentive amount of up to \$25,000. To qualify for the Incentives provided for herein, Applicant must comply with the terms of this Agreement and meet the following conditions:

4.1 Commencement of Project. Applicant shall commence construction on the Project by no later than six months after the Effective Date of this Agreement, subject to Force Majeure allowable delays.

4.2 Completion of Project. Applicant shall complete or cause to be completed construction of the Project by no later than July 24th, 2023, subject to Force Majeure allowable delays. Such construction shall be in accordance with the requirements, terms, and conditions of this Agreement, all applicable ordinances, codes, and standards, and any site plans submitted to the City of Justin.

4.3 Notice of Completion. Upon completion of the Project, Applicant shall forward written correspondence to CDC advising of such completion along with all receipts (not invoices or statements) for each expense directly related to construction of the Project.

4.4 CDC Payments. Upon CDC's receipt of Applicant's Notice of Completion, as provided above, CDC shall reimburse Applicant an amount not to exceed the Economic Development Grant as stated herein for the actual direct construction costs of the Project.

Section V. Conditions to the Grants

A. This Agreement shall terminate upon any one of the following:

- i. by written agreement of the parties;
- ii. by CDC, if any Impositions owed to the City of Justin by Applicant shall become delinquent (provided, however the Applicant retains the right to properly protest any such Impositions); or
- iii. by CDC, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

B. All incentives provided for herein are wholly subject to Applicant's compliance with the terms and conditions of this Agreement.

Section VI. Term

This Agreement shall become effective upon the Effective Date and shall end upon satisfaction of all contractual terms of this Agreement.

Section VII. Miscellaneous

- A. Construction of the Project shall comply with all applicable local, state, and federal codes, regulations, and ordinances.
- B. This Agreement may not be assigned, transferred, conveyed, or exchanged by either party without the written consent of the other party. In the event of an approved assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- C. The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears.
- D. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- E. If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- F. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
- G. The Applicant agrees to and does hereby indemnify, defend and hold the City of Justin and the CDC, its employees, representatives and agents, (collectively, the "Indemnified Parties") harmless of and from all losses, costs, claims, damages, injury, expense or liability (including, without limitation, reasonable attorneys' fees and court costs and expenses) arising by reason of injury to or death of persons, damage to property, or claims for work performed on the Project, provided that Applicant shall not be required to indemnify, defend or hold the Indemnified Parties harmless from the Indemnified Parties' gross negligence or intentional misconduct. This indemnity provision shall survive expiration, termination, or cancellation of this Agreement.
- H. To the extent permitted by State law, no employee or official of the City of Justin or CDC shall be personally responsible for any liability arising under or growing out of this Agreement.

- I. Texas Law. This Agreement shall be construed in accordance with the laws of the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Denton County, Texas, or the United States District Court for the Northern District of Texas.
- J. Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be:
- i. Delivered personally, with a receipt requested therefore, or
 - ii. Sent by telecopy facsimile; or
 - iii. Sent by a nationally recognized overnight courier service; or
 - iv. Delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective:
 - (a) upon receipt or refusal if delivered personally or by telecopy facsimile;
 - (b) one business day after depositing with such an overnight courier service; or
 - (c) two business days after deposit in the United States Postal Service, if mailed.

A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail, return receipt requested.

If to the CDC: CDC
XXX

with a copy to: Boyle & Lowry, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062-2763
Attn: Matthew Butler
Fax: (972) 650-7105

If to Applicant: XXX

with a copy to: XXX

- L. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

IN WITNESS WHEREOF, the CDC and the City Council of the City of Justin, Texas, and Applicant have authorized and caused this Agreement to be executed and delivered on this the ____ day of _____, 2022.

**THE CITY OF JUSTIN ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Chairperson

ATTEST:

CDC Secretary

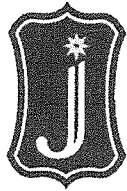
APPROVED AS TO FORM:

CDC Attorney

Mark Wallace

By: _____

Title: _____



JUSTIN
1887

Justin CDC Board Review

Approved _____

Rejected _____

Date _____

FAÇADE & SIGN GRANT PROGRAM APPLICATION

Please return completed with necessary attachments and signatures to Abbey Reece at areece@cityofjustin.com. You can also drop off in person at city hall.

- ♦ Applicant Name Mark Wallace Date _____
- ♦ Business Name Justin Discount Boots / Mule Barr / Lonesome Spur Cafe
- ♦ Mailing Address Box 67
- ♦ Contact Phone 940-368-0424 Email Address justindiscountb@aol
- ♦ Building Owner (if different from applicant) _____
- ♦ Historical/Current Building Name same
- ♦ Physical Building Address 111 South 156 / 218 South 156
- ♦ Type of Work: (check all that apply)
Sign ☐ Paint ☐ Masonry cleaning/paint removal ☐ Awning/Canopy ☐
Uncovering/replacing windows ☐
Other: _____
- ♦ Details of Planned Improvements for Façade & Sign Grant: (attach additional paper if necessary) Rehab Parking Areas

- ♦ List Contractor/Project architect Proposals and Total Amounts (attach original proposals):
 1. Level 1 Paving - asphalt \$108,000 Concrete \$250,000
 2. Patcom services - asphalt \$132,509.72 Concrete \$229,139.81
 3. Reytech Construction - asphalt \$151,865.45 Concrete \$261,235.00
- ♦ TOTAL COST OF PROPOSED GRANT PROJECT: as above
- ♦ AMOUNT OF FAÇADE AND/OR SIGN GRANT REQUESTED: _____

Attach with all required color samples of paint, materials, and sign design, etc., as well as photographs of building's exterior façade.

Mark Wallace

Applicant's Signature

Date



FAÇADE & SIGN GRANT AGREEMENT FORM

Please return completed with necessary attachments and signatures to Abbey Reece at areece@cityofjustin.com. You can also drop off in person at city hall.

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

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

☐ MW (Initial)

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

Justin Discount Boots/Merle and Nancy Wallace
Business/Organization Name

Mark Wallace
Applicant's Signature

Date

Building Owner's Signature (if different from applicant)

Date

Justin CDC Representative's Signature

Date

PROPOSAL: Justin Boots Parking Lot Remediation

Est.:1

Date:5-31-22

To: Mark Wallace

Justin Boots

P.O. Box 2423

Weatherford, Tx 76086

(817) 343-4792

PATCON SERVICES LLC

Desc. Of Work:Excavation, Paving, Utilities

Engineer:None

Location:Justin, Tx

Specs:City of Justin

Job No.:1

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
OPTION 1-ASPHALT					
1	Mobilization/Insurance	1	LS	\$4,380.00	\$4,380.00
2	Construction Staking	1	LS	\$3,832.00	\$3,832.00
3	Pulvermix and Cement Stabilize Subgrade-6" Depth	3699	SY	\$6.96	\$25,745.04
4	Cement Slurry(36 LBS/SY)	67	TON	\$352.00	\$23,584.00
5	Furnish and Install 2" HMA Paving	3699	SY	\$19.32	\$71,464.68
6	Striping	1	LS	\$3,504.00	\$3,504.00
TOTAL					\$132,509.72

OPTION 2-CONCRETE					
1	Mobilization/Insurance	1	LS	\$4,380.00	\$4,380.00
2	Construction Staking	1	LS	\$3,832.00	\$3,832.00
3	Unclassified Excavation	616	CY	\$19.15	\$11,796.40
4	Furnish and Install 6" Concrete Paving W/ Integral Curb	3699	SY	\$55.59	\$205,627.41
5	Striping	1	LS	\$3,504.00	\$3,504.00
TOTAL					\$229,139.81

PROVISIONS**INCLUSIONS:**

* ON-SITE AND OFF-SITE DISPOSAL OF EXCESS MATERIALS.

EXCLUSIONS:

* ANY PERMITS, BONDS, 3-WAY CONTRACT, INSPECTION FEES AND IMPACT FEES

* ENGINEERING/LAYOUT/DESIGN

MATERIALS TESTING

LANDSCAPE, IRRIGATION, LIGHTING

RETAINING WALLS

NOTES:

* QUANTITIES ARE ESTIMATES ONLY. FINAL PAYMENT TO BE MADE ON MEASURED QUANTITIES UPON COMPLETION.

* QUOTE BASED ON ALL ENGINEERING, GRADES, AND ALIGNMENTS BEING FURNISHED BY THE OWNER.

* THIS QUOTATION IS EFFECTIVE FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS QUOTATION.

* SUBJECT TO CANCELLATION IF NATIONAL EMERGENCY SHOULD CAUSE MATERIAL TO BECOME UNAVAILABLE.

* THIS PROPOSAL MAY BECOME INCORPORATED AS AN AMENDMENT INTO A SUB-CONTRACTOR WITH PATCON SERVICES LLC AS THE GENERAL CONTRACT

PAYMENT TERMS-NET 30

Submitted By,

Chase Patterson
Project Manager

Accepted By:

Name & Title

Date

PROPOSAL: Justin Boots Parking Lot Remediation
 Est.: 1
 Date: 6-1-22
 To: Mark Wallace
 Justin Boots

P.O. Box 540252
 Grand Prairie, Tx 75054
 (817) 343-4792

REYTECH CONSTRUCTION SERVICES LLC

Engineer: None

Specs: City of Justin

Desc. Of Work: Excavation, Paving, Utilities

Location: Justin, Tx

Job No.: 1

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
OPTION 1-ASPHALT					
1	Mobilization/Insurance	1	LS	\$7,000.00	\$7,000.00
2	Construction Staking	1	LS	\$4,500.00	\$4,500.00
3	Pulvermix and Cement Stabilize Subgrade-6" Depth	3699	SY	\$7.25	\$26,817.75
4	Cement Slurry(36 LBS/SY)	67	TON	\$400.00	\$26,800.00
5	Furnish and Install 2" HMAC Paving	3699	SY	\$22.10	\$81,747.90
6	Striping	1	LS	\$5,000.00	\$5,000.00
TOTAL					\$151,865.65

OPTION 2-CONCRETE					
1	Mobilization/Insurance	1	LS	\$7,000.00	\$7,000.00
2	Construction Staking	1	LS	\$4,500.00	\$4,500.00
3	Unclassified Excavation	616	CY	\$31.00	\$19,096.00
4	Furnish and Install 6" Concrete Paving W/ Integral Curb	3699	SY	\$61.00	\$225,639.00
5	Striping	1	LS	\$5,000.00	\$5,000.00
TOTAL					\$261,235.00

PROVISIONS

INCLUSIONS:

* ON-SITE AND OFF-SITE DISPOSAL OF EXCESS MATERIALS.

EXCLUSIONS:

* ANY PERMITS, BONDS, 3-WAY CONTRACT, INSPECTION FEES AND IMPACT FEES

* ENGINEERING/LAYOUT/DESIGN

MATERIALS TESTING

LANDSCAPE, IRRIGATION, LIGHTING

RETAINING WALLS

NOTES:

* QUANTITIES ARE ESTIMATES ONLY. FINAL PAYMENT TO BE MADE ON MEASURED QUANTITIES UPON COMPLETION.

* QUOTE BASED ON ALL ENGINEERING, GRADES, AND ALIGNMENTS BEING FURNISHED BY THE OWNER.

* THIS QUOTATION IS EFFECTIVE FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS QUOTATION.

* SUBJECT TO CANCELLATION IF NATIONAL EMERGENCY SHOULD CAUSE MATERIAL TO BECOME UNAVAILABLE.

* THIS PROPOSAL MAY BECOME INCORPORATED AS AN AMENDMENT INTO A SUB-CONTRACTOR WITH REYTECH CONSTRUCTION SERVICES LLC AS THE GENERAL CONTRACT

PAYMENT TERMS-NET 30

Submitted By,

Chase Patterson
 Project Manager

Accepted By:

Name & Title

Date



8002 Rector Road, Sanger, TX 76266

Off: 940-302-0133

1 of 2

Lone Spur Café, Mule Barn, Justin Boots Date: May 12, 2022

FM 407 West

Proposal: 22-155

Justin, TX 76247

Phone:

Cell: 940-368-0424

Attn: Mark Wallace

E-mail: justindiscountb@aol.com

Level 1 Paving, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at: **Parking Lots, FM 407 West & Hwy. 156, Justin, TX 76247**

Concrete:

- We propose to install a concrete parking lot where currently an asphalt parking lot is located.
- This is an estimated 27,400 ft.².
- We will excavate and remove an estimated 6 inches of material and haul from property.
- We will then install 6 inches of 3500 PSI concrete reinforced with number three rebar tied on 18-inch centers.
- Concrete will be surfaced with a light broom finish for proper traction and have control joints installed on 15-foot centers.

Asphalt installation:

- In addition, we will also pave in front of the Justin store using hot asphalt topping, TXDOT Type D.
- This is an estimated 6600 ft.².
- We will also excavate an estimated 1000 ft.² of failed material. This will be removed from property.
- We will then install hot asphalt binder prior to asphalt surface topping.
- All newly paved areas will be striped to owner's preference.

PRICE: \$250,000.00 plus tax

Exclusions (if applicable):

Barricades and traffic control. Permits or testing. Concrete stamping or pavers. Silt fencing or construction entrance. Demolition, excavation or related dirt work, grades must be +/- 0.10' foot and blue topped by others. Underground utilities to be back filled and compacted by others, with engineers'

approval. Surveying, paving corners, lines, grades, building corners, and pier locations to be established by others. Base plates, anchor bolts or concrete embeds. Backfilling of curbs. Concrete joint sealing. Pipe bollard steel. Spoils haul off – if applicable.

TERMS AND CONDITIONS

1. Level 1 Paving, Inc. shall not be responsible for, and shall be held harmless from any liability resulting from damages to utilities buried within the prescribed working area of this contract. It will be the responsibility of the owner to locate any underground lines, public or private and determine the depth for such lines. The owner shall be responsible for calling DIG TEST 811 for the location of underground utility lines. It is further understood that we shall not be responsible for any damages to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of sub-grade or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
2. If Company is delayed at any time in the commencement or progress of the work described herein by (1) an act of neglect of the owner, an employee or agent of owner, or a separate contractor; (2) changes ordered in the work; (3) labor disputes, fire, unusual delay in deliveries or supplies, unavoidable casualties, adverse weather conditions, strikes, boycotts, embargo, quarantine, order of government authority, or other causes beyond the Contractor's control, then the contract time shall be extended for an amount of time commensurate with the delay. The contract price shall also be adjusted for any increase in the cost of performance of the work set forth herein, that is caused by suspension, delay or interruption of the work, or due to causes beyond the Contractor's control.
3. Level One Paving, Inc. is not responsible for removal of vehicles from areas of parking lot being repaired. Level One Paving will notify you in advance and you must make arrangements to have vehicles removed at your expense.
4. Any changes to this contract or additional work to be performed shall be agreed to in writing by both parties.
5. Interest of 1 1/2% per month shall be charged on any past due balances from the due date of receipt of payment by the Company. If it becomes necessary to take collection action to obtain payment, all costs of collection, including but not limited to, reasonable attorney's fees shall be paid by you.
6. A facsimile or email of this document shall be deemed as original and shall be legally binding.
7. State, County, or City permits or permitting requirements are **excluded** unless requested by customer for Level 1 Paving, Inc. to acquire them before starting work as stated in this contract. All costs will be an addition to contract price.
8. Unless this is a new parking lot installation or cement stabilization of the entire parking lot, Level 1 Paving, Inc. cannot be responsible for drainage or standing water due to already established and existing grades on the parking lot.
9. Level 1 Paving, Inc. guarantees the above work under normal use for a period of 1 year, excluding unusual abuse or neglect.
10. This contract may be withdrawn by us if not accepted within 30 days.
11. No guarantee on seal coat flaking or peeling due to oil spots.
12. New asphalt is susceptible to power steering marks in the summer months. No guarantee on recurring cracks.

Payment is due upon completion of work. All payments must be remitted to P.O. Box 843, Sanger, TX 76266.

Upon acceptance, please sign and return the original proposal, retaining a copy for your records. It is understood that the above, including the attached terms and conditions, will constitute the full and complete contract between us.

ACCEPTED:

Level One Paving, Inc.

By _____

Date _____

By _____

Alvin Crosson, 214-641-6530
Jim Sturm, 972-953-9535



8002 Rector Road, Sanger, TX 76266

Off: 940-302-0133

1 of 2

Lone Spur Café, Mule Barn, Justin Boots Date: May 12, 2022

FM 407 West

Proposal: 22-129

Justin, TX 76247

Phone:

Cell: 940-368-0424

Attn: Mark Wallace

E-mail: justindiscountb@aol.com

Level 1 Paving, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at: **Parking Lots, FM 407 West & Hwy. 156, Justin, TX 76247**

Asphalt:

- We propose to cement stabilize an estimated 28,000 ft.² of failed asphalt and base material.
- This will be accomplished by pulverizing existing asphalt and base material, then applying Portland Cement at a rate of 7% to a depth of 9 inches, hydrate, and roller compact to an estimated 95% density.
- Excess generated material will be hauled off of property.
- After base repair has been completed, we will then install 2 inches of hot asphalt, Type D, roller compacted smooth using steel wheeled vibratory and pneumatic rollers.
- This is over an estimated 34,600 ft.²
- Stripe new layout to owner's preference.

PRICE: \$108,000.00 plus tax

Exclusions (if applicable):

Barricades and traffic control. Permits or testing. Concrete stamping or pavers. Silt fencing or construction entrance. Demolition, excavation or related dirt work, grades must be +/- 0.10' foot and blue topped by others. Underground utilities to be back filled and compacted by others, with engineers'

approval. Surveying, paving corners, lines, grades, building corners, and pier locations to be established by others. Base plates, anchor bolts or concrete embeds. Backfilling of curbs. Concrete joint sealing. Pipe bollard steel. Spoils haul off – if applicable.

TERMS AND CONDITIONS

1. Level 1 Paving, Inc. shall not be responsible for, and shall be held harmless from any liability resulting from damages to utilities buried within the prescribed working area of this contract. It will be the responsibility of the owner to locate any underground lines, public or private and determine the depth for such lines. The owner shall be responsible for calling DIG TEST 811 for the location of underground utility lines. It is further understood that we shall not be responsible for any damages to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of sub-grade or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
2. If Company is delayed at any time in the commencement or progress of the work described herein by (1) an act of neglect of the owner, an employee or agent of owner, or a separate contractor; (2) changes ordered in the work; (3) labor disputes, fire, unusual delay in deliveries or supplies, unavoidable casualties, adverse weather conditions, strikes, boycotts, embargo, quarantine, order of government authority, or other causes beyond the Contractor's control, then the contract time shall be extended for an amount of time commensurate with the delay. The contract price shall also be adjusted for any increase in the cost of performance of the work set forth herein, that is caused by suspension, delay or interruption of the work, or due to causes beyond the Contractor's control.
3. Level One Paving, Inc. is not responsible for removal of vehicles from areas of parking lot being repaired. Level One Paving will notify you in advance and you must make arrangements to have vehicles removed at your expense.
4. Any changes to this contract or additional work to be performed shall be agreed to in writing by both parties.
5. Interest of 1 1/2% per month shall be charged on any past due balances from the due date of receipt of payment by the Company. If it becomes necessary to take collection action to obtain payment, all costs of collection, including but not limited to, reasonable attorney's fees shall be paid by you.
6. A facsimile or email of this document shall be deemed as original and shall be legally binding.
7. State, County, or City permits or permitting requirements are **excluded** unless requested by customer for Level 1 Paving, Inc. to acquire them before starting work as stated in this contract. All costs will be an addition to contract price.
8. Unless this is a new parking lot installation or cement stabilization of the entire parking lot, Level 1 Paving, Inc. cannot be responsible for drainage or standing water due to already established and existing grades on the parking lot.
9. Level 1 Paving, Inc. guarantees the above work under normal use for a period of 1 year, excluding unusual abuse or neglect.
10. This contract may be withdrawn by us if not accepted within 30 days.

11. No guarantee on seal coat flaking or peeling due to oil spots.

12. New asphalt is susceptible to power steering marks in the summer months. No guarantee on recurring cracks.

Payment is due upon completion of work. All payments must be remitted to P.O. Box 843, Sanger, TX 76266.

Upon acceptance, please sign and return the original proposal, retaining a copy for your records. It is understood that the above, including the attached terms and conditions, will constitute the full and complete contract between us.

ACCEPTED:

Level One Paving, Inc.

By _____

Date _____

By _____

Alvin Crosson, 214-641-6530
Jim Sturm, 972-953-9535



8002 Rector Road, Sanger, TX 76266
Off: 940-302-0133

1 of 3

Lone Spur Café, Mule Barn, Justin Boots
FM 407 West
Justin, TX 76247

Attn: Mark Wallace

Date: January 10, 2023
Proposal: 23-11
Phone:
Cell: 940-368-0424
E-mail:
justindiscountb@aol.com

Level 1 Paving, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at: **Parking Lots, FM 407 West & Hwy. 156, Justin, TX 76247**

ASPHALT:

- **We propose to cement stabilize an estimated 28,000 ft.² of failed asphalt and base material.**
- **This will be accomplished by pulverizing existing asphalt and base material, then applying Portland Cement at a rate of 7% to a depth of 9 inches, hydrate, and roller compact to an estimated 95% density.**
- **Excess generated material will be hauled off of property.**
- **After base repair has been completed, we will then install 2 inches of hot asphalt, Type D, roller compacted smooth using steel wheeled vibratory and pneumatic rollers.**
- **This is over an estimated 34,600 ft.²**
- **Stripe new layout to owner's preference.**

PRICE: \$115,000.00 plus tax*

*Current pricing good for 30 days per our suppliers.

CUSTOMER REQUEST WHILE JOB IS ONGOING:

- **Add 6 inch 12' x 20' concrete dumpster pad.**

ADDITIONAL PRICE: \$4,500.00 plus tax _____

Exclusions (if applicable):

Barricades and traffic control. Permits or testing. Concrete stamping or pavers. Silt fencing or construction entrance. Demolition, excavation or related dirt work, grades must be +/- 0.10' foot and blue topped by others. Underground utilities to be back filled and compacted by others, with engineers' approval. Surveying, paving corners, lines, grades, building corners, and pier locations to be established by others. Base plates, anchor bolts or concrete embeds. Backfilling of curbs. Concrete joint sealing. Pipe bollard steel. Spoils haul off – if applicable.

TERMS AND CONDITIONS

1. Level 1 Paving, Inc. shall not be responsible for, and shall be held harmless from any liability resulting from damages to utilities buried within the prescribed working area of this contract. It will be the responsibility of the owner to locate any underground lines, public or private and determine the depth for such lines. The owner shall be responsible for calling DIG TEST 811 for the location of underground utility lines. It is further understood that we shall not be responsible for any damages to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of sub-grade or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
2. If Company is delayed at any time in the commencement or progress of the work described herein by (1) an act of neglect of the owner, an employee or agent of owner, or a separate contractor; (2) changes ordered in the work; (3) labor disputes, fire, unusual delay in deliveries or supplies, unavoidable casualties, adverse weather conditions, strikes, boycotts, embargo, quarantine, order of government authority, or other causes beyond the Contractor's control, then the contract time shall be extended for an amount of time commensurate with the delay. The contract price shall also be adjusted for any increase in the cost of performance of the work set forth herein, that is caused by suspension, delay or interruption of the work, or due to causes beyond the Contractor's control.
3. Level One Paving, Inc. is not responsible for removal of vehicles from areas of parking lot being repaired. Level One Paving will notify you in advance and you must make arrangements to have vehicles removed at your expense.
4. Any changes to this contract or additional work to be performed shall be agreed to in writing by both parties.
5. Interest of 1 1/2% per month shall be charged on any past due balances from the due date of receipt of payment by the Company. If it becomes necessary to take collection action to obtain payment, all costs of collection, including but not limited to, reasonable attorney's fees shall be paid by you.
6. A facsimile or email of this document shall be deemed as original and shall be legally binding.
7. State, County, or City permits or permitting requirements are **excluded** unless requested by customer for Level 1 Paving, Inc. to acquire them before starting work as stated in this contract. All costs will be an addition to contract price.
8. Unless this is a new parking lot installation or cement stabilization of the entire parking lot, Level 1 Paving, Inc. cannot be responsible for drainage or standing water due to already established and existing grades on the parking lot.
9. Level 1 Paving, Inc. guarantees the above work under normal use for a period of 1 year, excluding unusual abuse or neglect.
10. This contract may be withdrawn by us if not accepted within 30 days.
11. No guarantee on seal coat flaking or peeling due to oil spots.
12. New asphalt is susceptible to power steering marks in the summer months. No guarantee on recurring cracks.

Payment is due upon completion of work. All payments must be remitted to P.O. Box 843, Sanger, TX 76266.

Upon acceptance, please sign and return the original proposal, retaining a copy for your records. It is understood that the above, including the attached terms and conditions, will constitute the full and complete contract between us.

ACCEPTED:

By _____

Date _____

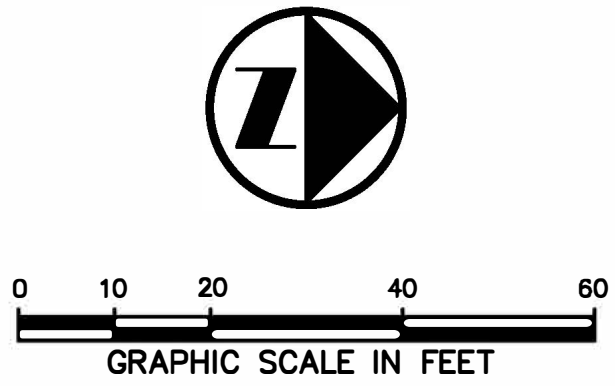
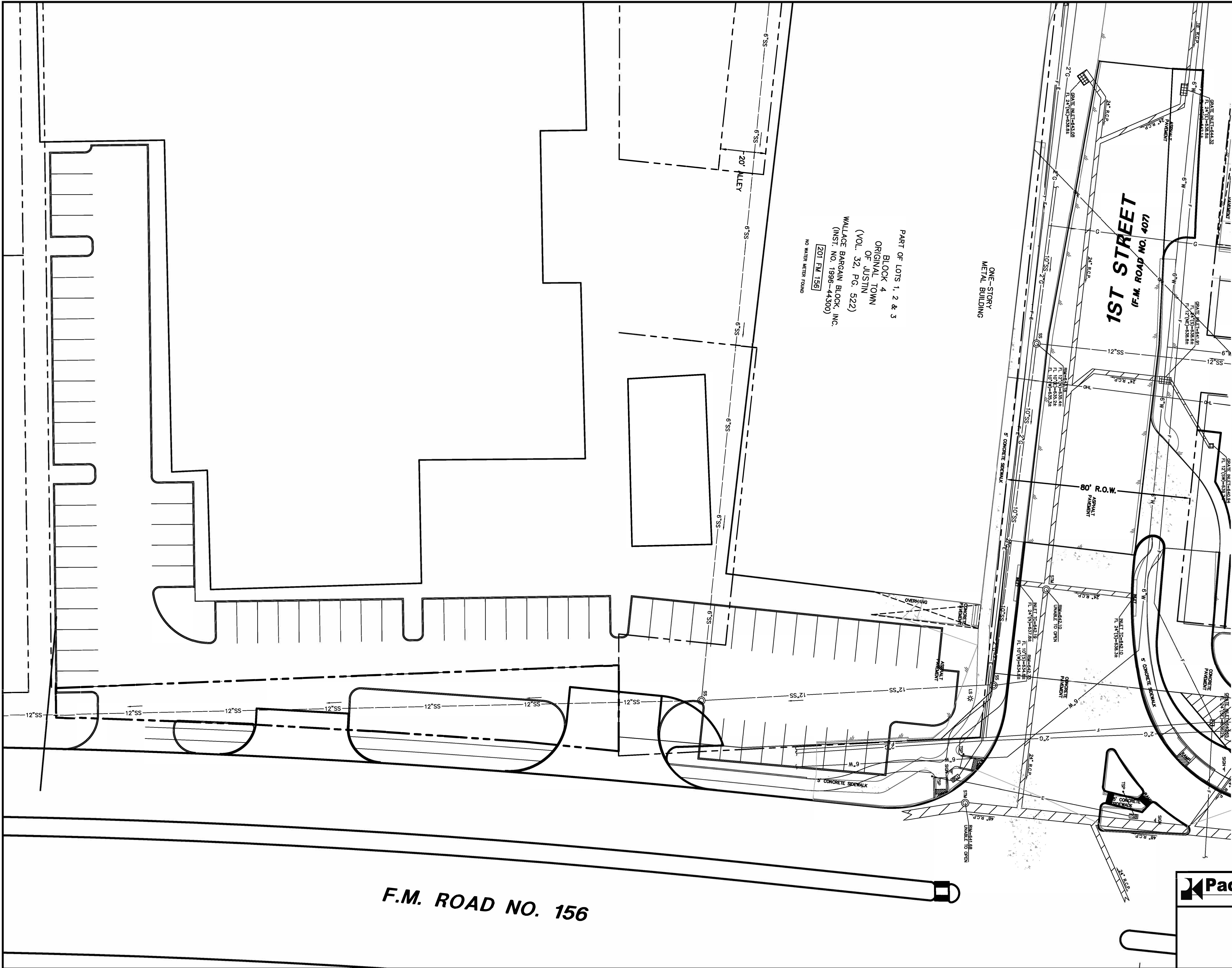
Level One Paving, Inc.

By  _____

Alvin Crosson, 214-641-6530

Jim Sturm, 972-953-9535

JPRETON
01/10/2023 - 9:27AM
M:\DWG-33\3340-13\294\DWG\MULE BARN - BOOT STORE PARKING LOT\3340-20\480 SURVEY FOR PARKING AT MULE BARN-BOOT STORE - 2ND OPTION.DWG



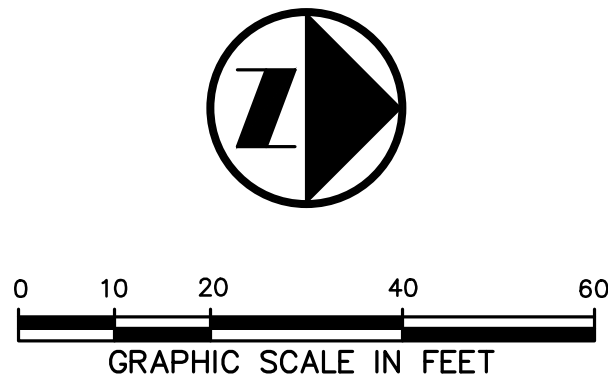
PRELIMINARY
NOT FOR CONSTRUCTION
THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.
PLANS PREPARED UNDER THE DIRECT SUPERVISION OF CHRISTOPHER J. CHA, P.E.
TEXAS REGISTRATION NO. 112732
DATE: 01/10/2023

Pacheco Koch
4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109 817.412.7155
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008001

PARKING EXHIBIT A

PARKING EXHIBIT

J:\PROJECTS\01/10/2023 - 9:38AM
M: DWG-333,3340-13,294\DWG\MULE BARN - BOOT STORE PARKING LOT\3340-20,480 SURVEY FOR PARKING AT MULE BARN-BOOT STORE - 2ND OPTION.DWG



PRELIMINARY
NOT FOR CONSTRUCTION
THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.
PLANS PREPARED UNDER THE DIRECT SUPERVISION OF CHRISTOPHER J. CHA, P.E.
TEXAS REGISTRATION NO. 112732
DATE: 01/10/2023

Pacheco Koch
4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109 817.412.7155
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008001

PARKING EXHIBIT

PARKING EXHIBIT

City Council Meeting

January 24, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #9 (Possible Action)

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

Department: Administration

Contact: Director of Strategic Services, Abbey Reece

Recommendation: Approve/Deny the proposed budget amendments.

Background: The EDC/CDC boards reviewed 3 grant applications and have approved the following amounts for projects which need budget amendment approval.

Mule Barn Parking Project:

EDC \$25,000

CDC \$25,000

Mom's Café Sign and Façade Enhancement Grant:

EDC \$2,600

CDC \$2,600

The boards agreed to contribute \$5,200 total for the proposed signage upgrades, contingent upon the business owner completing the exterior paint and striping upgrades at his own expense.

Justin Coffee General Business Reimbursement Grant:

EDC \$5,000

CDC \$5,000

The applicant had quoted \$4,000 for the sign that will be affixed to the building and had \$26,000 quoted for a freestanding sign. The boards agreed to fund \$10,000 towards signage costs.

Sites and Building Summary Plan

The board also approved funding for an agreement with Consultant Greg Last for an updated list of available commercial properties in the city in a Sites and Buildings Summary Plan.

They approved the contract in the amount of \$3,360.00

City Attorney Review: N/A

Attachments:

1. Mom's Café Application
2. Justin Coffee Application
3. Greg Last Consulting Documents
4. EDC/CDC Budget Amendments



JUSTIN
1887

Justin CDC Board Review

Approved _____
Rejected _____
Date _____

FAÇADE & SIGN GRANT PROGRAM APPLICATION

Please return completed with necessary attachments and signatures to Abbey Reece at areece@cityofjustin.com. You can also drop off in person at city hall.

- ♦ Applicant Name THOMAS PAK Date 12-28-22
- ♦ Business Name Mom's Cafe
- ♦ Mailing Address 846 Palmalley Lane Coppell, Tx 75019
- ♦ Contact Phone 214-727-3028 Email Address ptmheinc@gmail.com
- ♦ Building Owner (if different from applicant) _____
- ♦ Historical/Current Building Name _____
- ♦ Physical Building Address 417 N. Senly Ave. Justin, Tx 76247
- ♦ Type of Work: (check all that apply)
 Sign ☒ Paint ☒ Masonry cleaning/paint removal ☒ Awning/Canopy ☐
 Uncovering/replacing windows ☐

Other: _____

- ♦ Details of Planned Improvements for Façade & Sign Grant: (attach additional paper if necessary)

2 Signs - Roof Sign & Pole sign
painting a building including roof
restripe whole parking lot & power wash

- ♦ List Contractor/Project architect Proposals and Total Amounts (attach original proposals):

1. Image 212 - \$ 3,691.23 (Dick Cassidy)
2. Genesis Painting & remodeling - \$ 5,830.00 (Moses Clarke)
3. ASAP Call stripe And powerwash - \$ 920.13 (Landon Esquivel)

- ♦ TOTAL COST OF PROPOSED GRANT PROJECT: \$ 10,441.23
- ♦ AMOUNT OF FAÇADE AND/OR SIGN GRANT REQUESTED: \$ 10,441.23

Attach with all required color samples of paint, materials, and sign design, etc., as well as photographs of building's exterior façade.

[Signature]
Applicant's Signature

12-28-22
Date



JUSTIN
— 1887 —

FAÇADE & SIGN GRANT AGREEMENT FORM

Please return completed with necessary attachments and signatures to Abbey Reece at areece@cityofjustin.com. You can also drop off in person at city hall.

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

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

☒ JP (Initial)

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

Mom's Cafe
Business/Organization Name

[Signature]
Applicant's Signature

12-28-22
Date

Building Owner's Signature (if different from applicant)

Date

Justin CDC Representative's Signature

Date



PTMH ENTERPRISES/CABINET FACE
VERSION 2/11.30.22



CONTACT INFO

Rebecca Cuthbertson

sales@image212.com

214.214.7446

image212.com

PTMH ENTERPRISES/CABINET FACE
ROOF SIGN_OPTION A

INSTALL ADDRESS:
417 North Sealy Avenue, Justin, TX



MOCKUP DAY



MOCKUP NIGHT



MEASUREMENTS



ORDER NUMBER: 4923

DESCRIPTION:
Replace existing cabinet face with 3/16" white acrylic with digitally-printed logo.

Paint Retainer Black.

DIMENSIONS:
72"(W) x 36"(H)
18 SQ FT

EXAMPLE:



CONTACT INFO:
Rebecca Cuthbertson
sales@image212.com
214.214.7446
image212.com

PTMH ENTERPRISES/CABINET FACE
FREESTANDING SIGN_OPTION A

MOCKUP DAY



MOCKUP NIGHT



MEASUREMENTS



SIZES SHOWN IN THE MOCKUPS ARE AN ESTIMATE
ALL MEASUREMENTS TO BE CONFIRMED PRIOR TO PRODUCTION



ORDER NUMBER: 4923

DESCRIPTION:

Replace existing cabinet face with 3/16" white acrylic with digitally-printed logo.

Paint Retainer White.

DIMENSIONS:

77"(W) x 48"(H)
25.6 SQ FT

EXAMPLE:



CONTACT INFO:

Rebecca Cuthbertson
sales@image212.com
214.214.7446
image212.com

THANK YOU!



4451 Dale Earnhardt Way
Suite D12
Northlake, TX 76262
(214) 214-7446

Graphics & Signage That Change The World
www.image212.com

ESTIMATE

E22-3307

Payment Terms: Cash Customer

Created Date: 11/18/2022

DESCRIPTION: The Cafe in Justin - Signage Refurbishment

Bill To: PTMH Enterprises
417 N. Sealy
Justin, TX 76247
US

Installed: PTMH Enterprises
417 N. Sealy
Justin, TX 76247
US

Requested By: Thomas Pak
Email: ptmheinc@gmail.com
Work Phone: (940) 648-2700
Cell Phone: (214) 727-3028

Salesperson: Sales Image 212

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Site Survey	1	\$525.00	\$525.00
2	Roof Sign - 72" x 36"	1	\$890.00	\$890.00
3	Freestanding Sign - 77" x 48"	1	\$1,995.00	\$1,995.00
Subtotal:				\$3,410.00
Taxes:				\$281.33
Grand Total:				\$3,691.33
Deposit Required:				\$1,845.67

Signature: _____ **Date:** _____



JUSTIN
Economic Development
Corporation

GENERAL BUSINESS REIMBURSEMENT GRANT APPLICATION

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

Applicant name: BETH CUNNINGHAM & Heather Moody Date: 11.0.2022
Business name: JUSTIN COFFEE AND TRADING CO LLC
Mailing Address: POB 1566, Grapevine, TX 76099
Contact Phone: 817 829 6944 Email Address: Bcunningham@eklunds.com
Project Address: 804 W. 1st Street, Justin, TX 76247

Have you or your company received a Justin CDC grant in the past? If yes, provide date and basic details:
NO

Type of Assistance Requested:
New Business START-UP

PROJECT REVIEW

Provide a detailed description of the proposed project. Include location, site map, project timeline, operational details:

A NEW

COMMUNITY IMPACT

Describe how the project will benefit the community.

AN Additional Community gathering spot for visitors AND Residence. OUTDOOR SPACES AND INDOOR Shopping. Food AND Drink service AND SPECIAL "BACKYARD" FAMILY EVENTS.

JOBS IMPACT

Estimate a number of Jobs created by project: 6-8



- (d) The applicant authorized the Justin Community Development Corporation to promote an approved project, including but not limited to displaying a sign at the site during and after construction, and using photographs and descriptions of the project in material and media releases.
- (e) If the applicant seeks to change the scope of the project after the grant has been approved, the applicant must meet with the Justin CDC staff. The applicant must have written staff approval on all modifications to remain eligible for grant funding.
- (f) The Justin Community Development Corporation has the right to terminate the General Business Reimbursement Grant at any time the participant is found to be in violation of any conditions set forth in these guidelines, or if the project has been started prior to an executed agreement with the Justin CDC.



Application Process

1. **Determine eligibility:** Discuss project plans with Community Development Corporation Staff
2. **Fill out general business reimbursement grant applications form and sign the agreement form. The following must be submitted as part of the complete application packet:**
 - (a) Photographs – indicating the present from and condition of the existing structure (color prints, snapshots, digital, or instant prints are acceptable).
 - (b) Detailed drawings or renderings – of the proposed project.
 - (c) Description of the Project – plans that will indicate all proposed work, including any structural work or repair, paint colors, materials, and design.
 - (d) A Copy of at least Three Bids – for work as described in the application. Estimates obtained should be itemized on all project work from contractors or project architects.
 - (e) Financial Documents – Two years income tax returns, two year company financials, company W-9, financial commitment letter (s).
3. **Return the completed application form** with all original itemized work estimates and drawings of the proposed work, and financial documents to the Economic/Community Development office.
4. **The approval process will include without limitation the following (please read carefully):**
 - (a) Contact the Executive Director to get on the agenda. Board meetings are on the last Tuesday of the month. Board Meetings are subject to the Texas Open Meetings Act and a 72-hour notice is needed to be put on the agenda.
 - (b) Applicants must attend and present their project at the Justin CDC Board meeting which considers the Application. Failure to attend a Justin CDC Board meeting when required shall be cause for rejection of the application.
 - (c) The Justin CDC Board shall consider only Applications which have been properly and fully completed and which contain all information required in the Application or requested by member of the Justin CDC Board.
 - (d) The Justin CDC Board will approve or reject your grant request proposal or ask for more information from you to be presented at a later date.
 - (e) The Justin CDC shall award grants considering the grant amount requested, grant funds available, the grant program, the type and nature of the construction, and the proposed construction results considering the grant program.
 - (f) NO applicant has the proprietary right to receive grant funds. The Justin CDC Board shall consider any Application within its discretionary authority to determine what grant amount would be in the best interest of the grant program.
 - (g) An Applicant who submits an Application that was denied a grant by the Justin CDC Board shall not be eligible to re-submit a grant applicant for six (6) months from the date the prior Application was declined by the Justin CDC Board.
 - (h) **Request that are approved by the Justin Community Development Board will be forwarded to the City Council. The City Council has the final decision on all Grant Reimbursements Request.**



LIST CONTRACTOR/PROJECT PROPOSALS AND TOTAL AMOUNTS (attach original proposals):

1. _____
2. _____
3. _____

SITE DEVELOPMENT

Address: 804 W 1st Street

Building Description: Coffee & Gift Shop Square Feet: 1406

Total acres to be developed: .41 Type of construction: reno

TOTAL COST OF PROPOSED GRANT PROJECT: \$ 783,695.00

AMOUNT OF GENERAL REIMBURSEMENT GRANT REQUESTED: \$ 650,000.00

The Justin CDC reserves the right to request additional information from the applicant.

JUSTIN COFFEE

Year 1						
Estimated # of Transactions (10k est. traffic daily)	Average Transaction (Coffee + pastry or retail item)	Estimated Gross Sales Per Day	Estimated Gross Sales Per Month	Estimate Gross Sales For Year	Target Operating Expenses (80%)	Target Net Profit (20%)
100	\$17.00	\$1,700.00	\$52,700.00	\$632,400.00	\$505,920.00	\$126,480.00
Year 2						
Estimated # of Transactions	Average Transaction	Estimated Gross Sales Per Day	Estimated Gross Sales Per Month	Estimate Gross Sales For Year	Target Operating Expenses (80%)	Target Net Profit (20%)
125	\$19.55	\$2,443.75	\$75,756.25	\$909,075.00	\$727,260.00	\$181,815.00
Year 3						
Estimated # of Transactions	Average Transaction	Estimated Gross Sales Per Day	Estimated Gross Sales Per Month	Estimate Gross Sales For Year	Target Operating Expenses (80%)	Target Net Profit (20%)
156.25	\$22.48	\$3,512.89	\$108,899.61	\$1,306,795.31	\$1,045,436.25	\$261,359.06

JUSTIN COFFEE

Year 1						
Estimated # of Transactions (10k est. traffic daily)	Average Transaction (Coffee + pastry or retail item)	Estimated Gross Sales Per Day	Estimated Gross Sales Per Month	Estimate Gross Sales For Year	Target Operating Expenses (80%)	Target Net Profit (20%)
100	\$17.00	\$1,700.00	\$52,700.00	\$632,400.00	\$505,920.00	\$126,480.00
Year 2						
Estimated # of Transactions	Average Transaction	Estimated Gross Sales Per Day	Estimated Gross Sales Per Month	Estimate Gross Sales For Year	Target Operating Expenses (80%)	Target Net Profit (20%)
125	\$19.55	\$2,443.75	\$75,756.25	\$909,075.00	\$727,260.00	\$181,815.00
Year 3						
Estimated # of Transactions	Average Transaction	Estimated Gross Sales Per Day	Estimated Gross Sales Per Month	Estimate Gross Sales For Year	Target Operating Expenses (80%)	Target Net Profit (20%)
156.25	\$22.48	\$3,512.89	\$108,899.61	\$1,306,795.31	\$1,045,436.25	\$261,359.06

JUSTIN COFFEE

APPLIANCES, FURNITURE, SMALL WARES

Appliance	Manuf.	Model #	Units	Unit Cost	Total Cost
3-Group Espresso Machine	UNIC Stella	Stella Epic	1	\$25,000	\$25,000
Espresso Grinder	Mahikonig	E80 Supreme	1	\$4,200	\$4,200
Bulk Coffee Grinder	Mahikonig	EK43	1	\$3,150	\$3,150
35" Under Counter Fridge	Beverage Air	UCR36AHC-23 NXT	2	\$2,500	\$5,000
50" REF display case	Federal Industries	SSRC-5952	1	\$12,000	\$12,000
Blender	Blendtec	STEALTH 875	2	\$2,700	\$5,400
Auto Tamper	PUQ PRESS	1-00-0402-3	2	\$760	\$1,520
Batch Brewer	MARCO JET 6	JET 6	2	\$2,800	\$5,600
30" Ice Machine	Manitowoc	IY0500A Indigo	1	\$3,500	\$3,500
Dishwasher	AUTO CHLOR	U34	1	\$5,000	\$5,000
52" Fridge	BEVERAGE - AIR	HBR49HC-1	1	\$5,000	\$5,000
Induction Range	AVANTCO	IC1800	1	\$150	\$150
Panini Grill	WARING	WPG300	1	\$755	\$755
Oven	TURBOCHEF	SOTA	1	\$16,500	\$16,500
Small item Equipment			1	\$5,000	\$5,000
APPLIANCES TOTAL					\$97,775
Indoor Table & Chairs	Multi		1	\$30,000	\$30,000
Retail Fixtures & Supplies	Multi		1	\$30,000	\$30,000
Signage & Digital Screens	Multi		3	\$20,000	\$60,000
Outdoor Tables, Umbrellas, Chairs	Multi		1	\$30,000	\$30,000
Rugs, Mirrors, Shelving, Add'l Decor	Multi		1	\$30,000	\$30,000
FURNITURE TOTAL					\$180,000
TOTAL					\$277,775

JUSTIN COFFEE

APPLIANCES, FURNITURE, SMALL WARES

Appliance	Manuf.	Model #	Units	Unit Cost	Total Cost
3-Group Espresso Machine	UNIC Stella	Stella Epic	1	\$25,000	\$25,000
Espresso Grinder	Mahikonig	E80 Supreme	1	\$4,200	\$4,200
Bulk Coffee Grinder	Mahikonig	EK43	1	\$3,150	\$3,150
35" Under Counter Fridge	Beverage Air	UCR36AHC-23 NXT	2	\$2,500	\$5,000
50" REF display case	Federal Industries	SSRC-5952	1	\$12,000	\$12,000
Blender	Blendtec	STEALTH 875	2	\$2,700	\$5,400
Auto Tamper	PUQ PRESS	1-00-0402-3	2	\$760	\$1,520
Batch Brewer	MARCO JET 6	JET 6	2	\$2,800	\$5,600
30" Ice Machine	Manitowoc	IY0500A Indigo	1	\$3,500	\$3,500
Dishwasher	AUTO CHLOR	U34	1	\$5,000	\$5,000
52" Fridge	BEVERAGE - AIR	HBR49HC-1	1	\$5,000	\$5,000
Induction Range	AVANTCO	IC1800	1	\$150	\$150
Panini Grill	WARING	WPG300	1	\$755	\$755
Oven	TURBOCHEF	SOTA	1	\$16,500	\$16,500
Small item Equipment			1	\$5,000	\$5,000
APPLIANCES TOTAL					\$97,775
Indoor Table & Chairs	Multi		1	\$30,000	\$30,000
Retail Fixtures & Supplies	Multi		1	\$30,000	\$30,000
Signage & Digital Screens	Multi		3	\$20,000	\$60,000
Outdoor Tables, Umbrellas, Chairs	Multi		1	\$30,000	\$30,000
Rugs, Mirrors, Shelving, Add'l Decor	Multi		1	\$30,000	\$30,000
FURNITURE TOTAL					\$180,000
TOTAL					\$277,775

JUSTIN COFFEE			
START UP BUDGET		Year 1 est.	Start Up
		\$632,400.00	\$708,395.00
Brand Development + Website Build			\$3,000.00
All Equipment & Smallwares			\$277,775.00
Furniture & Decor			\$100,000.00
First 6 months of COGS			\$200,000.00
First 6 months of Labor			\$75,000.00
First 6 months of Rent			\$31,620.00
First 6 months of Marketing			\$12,000.00
First 6 months of other operation expenses(electrical, internet, phone insurance, loan payment, etc)			\$9,000.00
TOTAL			\$708,395.00

JUSTIN COFFEE			
START UP BUDGET			
	Year 1 est.	Start Up	
Brand Development + Website Build	\$632,400.00	\$708,395.00	
All Equipment & Smallwares		\$3,000.00	
Furniture & Decor		\$277,775.00	
First 6 months of COGS		\$100,000.00	
First 6 months of Labor		\$200,000.00	
First 6 months of Rent		\$75,000.00	
First 6 months of Marketing		\$31,620.00	
First 6 months of other operation expenses(electrical, internet, phone insurance, loan payment, etc)		\$12,000.00	
TOTAL		\$9,000.00	
		\$708,395.00	



JUSTIN
Economic Development
Corporation

GENERAL BUSINESS REIMBURSEMENT GRANT APPLICATION

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

Applicant name: BETH CUNNINGHAM Date: 01/01/2022
Business name: FEEL GOOD PROPERTIES
Mailing Address: P.O.B. 1566, Grapevine Tx 76099
Contact Phone: 817 829 6944 Email Address: Bcunningham@eklunds.com
Project Address: _____

Have you or your company received a Justin CDC grant in the past? If yes, provide date and basic details:
No

Type of Assistance Requested:
Construction Grant. Costs to Renovate House + Grounds
Including Pre-Construction Costs.

PROJECT REVIEW

Provide a detailed description of the proposed project. Include location, site map, project timeline, operational details:

Renovation of Existing House at 804 W. 1st Street, Justin TX
(AND Grounds) to transform into a commercial facility
which will be leased to Justin Coffee Shop and
Trading, LLC. Construction - 9 months to complete. Site map
attached

COMMUNITY IMPACT

Describe how the project will benefit the community.

Old Town Justin to receive a business which
will serve the community with a meeting place to
enjoy coffee shopping, outdoor seating and special
community events

JOBS IMPACT

Estimate a number of Jobs created by project: 6-8



Application Process

1. **Determine eligibility:** Discuss project plans with Community Development Corporation Staff
2. **Fill out general business reimbursement grant applications form and sign the agreement form. The following must be submitted as part of the complete application packet:**
 - (a) Photographs – indicating the present from and condition of the existing structure (color prints, snapshots, digital, or instant prints are acceptable).
 - (b) Detailed drawings or renderings – of the proposed project.
 - (c) Description of the Project – plans that will indicate all proposed work, including any structural work or repair, paint colors, materials, and design.
 - (d) A Copy of at least Three Bids – for work as described in the application. Estimates obtained should be itemized on all project work from contractors or project architects.
 - (e) Financial Documents – Two years income tax returns, two year company financials, company W-9, financial commitment letter (s).
3. **Return the completed application form** with all original itemized work estimates and drawings of the proposed work, and financial documents to the Economic/Community Development office.
4. **The approval process will include without limitation the following (please read carefully):**
 - (a) Contact the Executive Director to get on the agenda. Board meetings are on the last Tuesday of the month. Board Meetings are subject to the Texas Open Meetings Act and a 72-hour notice is needed to be put on the agenda.
 - (b) Applicants must attend and present their project at the Justin CDC Board meeting which considers the Application. Failure to attend a Justin CDC Board meeting when required shall be cause for rejection of the application.
 - (c) The Justin CDC Board shall consider only Applications which have been properly and fully completed and which contain all information required in the Application or requested by member of the Justin CDC Board.
 - (d) The Justin CDC Board will approve or reject your grant request proposal or ask for more information from you to be presented at a later date.
 - (e) The Justin CDC shall award grants considering the grant amount requested, grant funds available, the grant program, the type and nature of the construction, and the proposed construction results considering the grant program.
 - (f) NO applicant has the proprietary right to receive grant funds. The Justin CDC Board shall consider any Application within its discretionary authority to determine what grant amount would be in the best interest of the grant program.
 - (g) An Applicant who submits an Application that was denied a grant by the Justin CDC Board shall not be eligible to re-submit a grant applicant for six (6) months from the date the prior Application was declined by the Justin CDC Board.
 - (h) **Request that are approved by the Justin Community Development Board will be forwarded to the City Council. The City Council has the final decision on all Grant Reimbursements Request.**



LIST CONTRACTOR/PROJECT PROPOSALS AND TOTAL AMOUNTS (attach original proposals):

1. Home Land Construction ✓
2. ALVAREZ CONSTRUCTION
3. ATN

SITE DEVELOPMENT

Address: 804W 1st street

Building Description: currently 1406 sq ft single family Home Square Feet: 1406

Total acres to be developed: .41 Acres Type of construction: RENOVATION

TOTAL COST OF PROPOSED GRANT PROJECT: \$ 1,076,000.00 ✓

AMOUNT OF GENERAL REIMBURSEMENT GRANT REQUESTED: \$ 750,000.00

The Justin CDC reserves the right to request additional information from the applicant.



- (i) Once the project is approved, it will go to Public Hearing. Public Hearings are held at the City Council Meetings on the second and fourth Monday of each month. The Justin CDC Board handles the process; however you are encouraged to attend.
- (j) Two readings of a proposed resolution regarding the project are required by law. These readings take place at the two City Council Meetings following the public hearing. This process may take up to two months.
- (k) After the second reading, the City Council will vote on the project and if approved the resolution is passed.
- (l) Once the grant has been approved the Justin CDC Board prepares a Developer Agreement and both parties sign the Agreement.
- (m) Applicants receiving approval by the Justin CDC Board and City Council shall commence construction described within the Application. The applicant must complete construction within one (1) year from the date the grant is approved. The Applicant may submit a written request for an extension for the commencement date or completion date provided the extension request is made prior to the one (1) year time limit. The Justin CDC Board shall not be obligated to allow extensions but may do so for good cause determined solely by the CDC Board. The extensions, if granted, shall be for the term and for the conditions determined exclusively by the Justin CDC Board. An extension denial cannot be appealed and shall be final with the Justin CDC Board.
- (n) The Applicant is required to obtain ALL applicable City permits and City approvals required for the construction if a grant is awarded.
- (o) No Applicant, nor Applicant agent, representative or tenant shall be entitled to receive a general business grant approval on the same property address if requested within One (1) year from the date a previous grant was awarded by the Justin CDC Board.
- (p) The grant, if awarded, shall not be used for construction to any building that is not in compliance with the City Municipal Codes and Ordinances which are applicable to the construction contemplated in the application. The Applicant shall be responsible for any costs incurred for inspections.

5. Reimbursement: When the entire grant project has been satisfactorily completed and reviewed, the Applicant shall present the Justin CDC staff with copies of all paid invoices, including copies of cancelled checks, and/or credit card receipts, as well as an after photo of the grant project for a single payment reimbursement of the approved funding.

6. General Conditions:

- (a) It is expressly understood and agreed that the applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances, and other applicable regulations.
- (b) It is expressly understood and agreed that the applicant is solely responsible for overseeing the work, and will not seek to hold the Justin Community Development Corporation, the City of Justin, and/or their agents, employees, officers, and/or directors liable for any property damage, personal injury, or other loss related in any way to the General Business Reimbursement Grant.
- (c) The applicant shall be responsible for maintain sufficient insurance coverage for property damage and personal injury liability relating to the applicant's participation in the General Business Reimbursement Grant.

PRE-CONSTRUCTION

PreConstruction

House Purchase \$ 265,488.

Asbestos Removal Gif \$ 11,746

~~Utilities~~ " " Demo \$ 13,146.

INSPECTIONS LEAD ASBESTOS 595.^w
SURVEYS 644.09

Civil Engineer \$ 12,668.^w

Geo Tech Areas 480.^w

Architectural Drawings 20,430.^w

Grounds Upkeep 1,200.^w

UTILITIES GAS 208.^w
ELECTRIC 120.^w
WATER 520.^w

Insurance 2487.

TAX 4000

338,090.



THEENCE South 89 degrees 12 minutes 29 seconds West a distance of 150.01 feet to the POINT OF BEGINNING and continuing 17.914 square feet or 0.41 acres of land.

TOPO W/TREES

 **BURNS**
SURVEYING

Scale: 1" = 20'

Date: 07/13/2022

C. F. No.: N/A

Job no.: 202202283-02

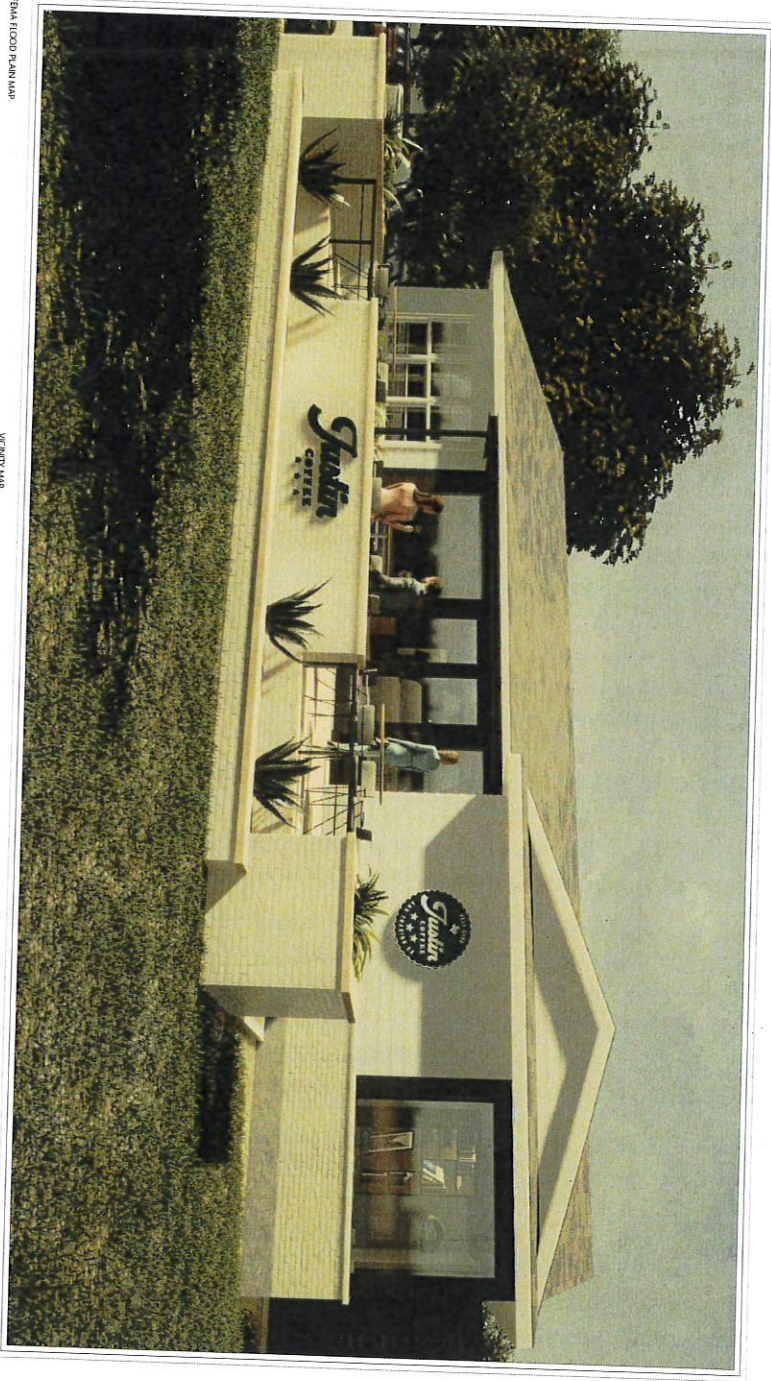
Drawn by: CRR

1529 E. -130. STE. 103
GARLAND, TEXAS 75043

FIRM REGISTRATION NO. 10194366



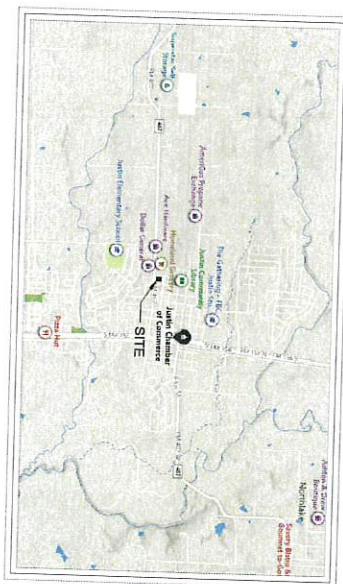
JUSTIN COFFEE & TREADING CO. 804 FIRST STREET (FM 407), JUSTIN, TEXAS 76247



FEMA FLOOD PLAIN MAP



VICINITY MAP



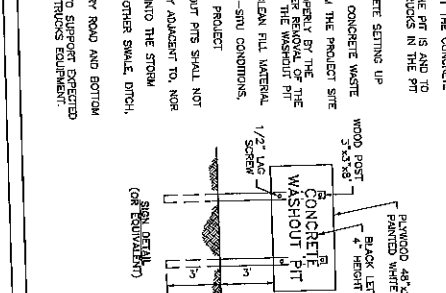
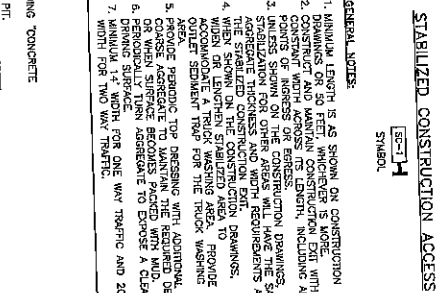
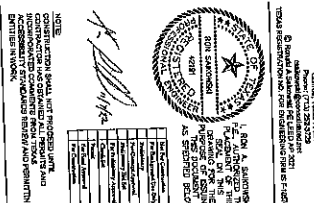
SITE INFORMATION:

ZONING CLASSIFICATION	UR LOCAL RETAIL
LOT SIZE	17,792 SF
PAVED AREA	7,323 SF
PAVED AREA, % OF PAVEMENT	41%
OPEN SPACE AREA	2,088 SF
OPEN SPACE AREA, % OF PAVED	12%
OFF-STREET PARKING SPACES	11
ALLOWABLE HEIGHT	35' 0"
FRONT YARD SETBACK	20' 0"
SIDE YARD SETBACK	5' 0"
REAR YARD SETBACK	10' 0"
SQUARE FOOTAGE	
FIRST FLOOR EXISTING	1,806 SF
FIRST FLOOR PROPOSED	84 SF
TOTAL COMBINED	1,890 SF
TOTAL AREA UNDER ROOF	1,890 SF

INDEX

G-10	COVER SHEET
C-10	DEMOLITION PLAN
C-20	DIMENSIONED SITE PLAN
C-31	STORM WATER POLLUTION PREVENTION PLAN
C-32	STORM WATER POLLUTION PLAN DETAILS
C-41	SITE UTILITY PLAN
C-42	SITE UTILITY DETAILS
C-51	SITE PAVING PLAN
C-52	PAVING DETAILS
C-60	DRAINAGE AREA MAP
C-70	GRADING PLAN
C-80	DETENTION BASIN DETAILS
S-10	FLOOR PLAN
S-20	FOUNDATION PLAN
S-30	CEILING FINISHING PLAN
S-40	ROOF FINISHING PLAN
S-50	STRUCTURAL DETAILS
S-60	STRUCTURAL NOTES
A-10	DOOR & WINDOW SCHEDULES, ISAWO PLAN
A-11	ROOF PLAN, ROOF FINISH PLAN
A-21	EXTERIOR ELEVATION
A-4.1	INTERIOR ELEVATIONS
A-4.2	INTERIOR ELEVATIONS
A-4.3	INTERIOR ELEVATIONS
P-10	PLUMBING PLAN
P-20	PLUMBING RISER DIAGRAMS, SCHEDULES & DETAILS
P-30	PLUMBING SPECIFICATIONS
E-10	ELECTRICAL SITE PLAN
E-20	ELECTRICAL PLANS
E-30	ELECTRICAL DIAGRAMS & SCHEDULES
E-40	ELECTRICAL SPECIFICATIONS
M-10	MECHANICAL PLANS & SCHEDULES
M-20	MECHANICAL SPECIFICATIONS

PROJECT	804 W 1ST STREET, JUSTIN, TEXAS 76247
---------	---------------------------------------



	ORDER	ISSUED BY:	REFER BY:	TOWN:	SHEET TITLE:	C-3.2	SCALE	DRAWN DATE
				CAROLINA DOWNTOWN	STORM WATER POLLUTION PLANS DETAILS		N.T.S.	G

Date: December 9, 2022

To: Ms. Abbey Reece, Director of Strategic Services, EDC Liaison
Economic Development Corporation
City of Justin
415 N. College Ave. Justin, Texas 76247



Re: **Professional Service Agreement: Sites & Buildings Summary**

I appreciate the opportunity to provide this Agreement for the Services defined herein. This Service Agreement (Agreement) shall be between EDP Best Practices, LLC (Consultant) and the Justin Economic Development Corporation (JEDC). Consultant and JEDC are sometimes hereinafter referred to collectively as the "Parties" or individually as a "Party." In general the Services shall be the research and preparation of a written document summarizing brief information on sites and / or buildings available in the City.

1. **Sites Summary Services:** The following Sites Summary Services shall be performed by the Consultant in cooperation with the Coordinator as defined below.

1.1. Discovery:

- A. Site Identification: Obtain from the Coordinator any information currently available on all available sites and buildings in the City (e.g. Broker sales flyers), as well as any broker / developer contacts active in the area.
- B. Drive-Around: With the Coordinator, drive around the City identifying available sites and buildings, along with any contact information for brokers or representatives available via site signage. (This includes one drive-around only.)
- C. Existing Zoning / Future Land Use: Work with the Coordinator to identify the existing zoning of all properties and their Future Land Use Plan designation if available.
 - i. Insert Maps: Request from the City 8.5" x 11" pdf exhibits of the Existing Zoning Map and Future Land Use Plan if available.

1.2. Development: Collect and organize all information identified in the Discover phase.

- A. Location Map: Develop a map of the community showing graphically by number the location of the identified sites and buildings.
- B. Data Table: Develop a Data Table coordinated with the mapping site numbers, and providing the information identified in the Discovery phase for each identified site or building.
- C. Draft Reviews: Provide work-in-progress (WIP) PDF draft reviews to the Coordinator during Development and make revisions or additions as recommended.
- D. Representatives Review: Distribute a reasonably comprehensive draft to property representatives identified previously (e.g. brokers, developers, owners). Solicit their review and make revisions or additions as needed.

1.3. Deliverables:

- A. Report: Provide a professional report in 8.5"x11" format, produced in Microsoft Publisher software, providing a site location map on the cover, a Data Table including data as available for each site identified, and City Zoning and Land Use Plan maps, if available. This document shall be provided in original format so that staff can update in the future, if desired.
- B. Collateral Information: Any other information that may have been collected during discovery will be sent via email to the Coordinator.

2. **Site Flyer Services:** The Sites & Buildings Summary can be embellished with the addition of one-page Site Flyers for each property listed or selected properties as determined by JEDC. The addition of Site Flyers provides a more comprehensive report and provides prospects with significantly more information. It allows you to send a prospect the Summary with all available properties, or just pdf one Site Flyer and send only one property.
 - 2.1. **Discovery:** In addition to the Discovery noted previously, and subject to the availability of the information, following are additional Discovery items to include.
 - A. **Property Location:** Identify the approximate property boundary either by aerial map or Appraisal District map, and represent the property graphically on the Site Flyer.
 - B. **Photographs:** Utilizing photographs provided by property representatives, or those available on-line, include photos representing the property on the Site Flyer.
 - 2.2. **Development:**
 - A. **Site Flyer Template:** Develop a one-page template showing maps and photos as available through Discovery. The Site Flyer pages will be incorporated into the same Publisher document as the Summary.
 - B. **Hyperlinks:** Provide hyperlinked site numbers on the Cover Map that link to each Site Flyer developed. Provide hyperlinks on each Site Flyer that will link back to the Cover Map or the Data Table. Hyperlinks will function in the pdf document.
 - 2.3. **Deliverables:** One-page Site Flyers integrated into the Sites & Buildings Summary.
3. **JEDC to provide:** JEDC shall provide the following.
 - 3.1. **Project Coordinator (Coordinator):** Provide a staff liaison to work with and assist the Consultant.
 - 3.2. **Locations Map:** If JEDC has GIS mapping resources, or other digital simplified roadway map that can be used for the Locations Map.
 - 3.3. **Zoning / Future Land Use Maps:** Existing Zoning Map and Future Land Use Plan in 8.5" x 11" pdf format if available.
 - 3.4. **Broker – Developer Sales Flyers:** Provide the Consultant with any commercial real estate sales flyers on any currently available properties. This would be the most current flyers available even if not currently valid.
 - 3.5. **Correspondence:** Prepare any correspondence necessary to receive desired information from site or building representatives.
 - 3.6. **Printing:** Printing, binding, or distribution of any documents.
4. **Confidentiality:** Both parties agree to the following confidentialities.
 - 4.1. **Content:** The Consultant agrees to keep confidential any information related to the Services that is deemed confidential by JEDC and communicated to the Consultant in writing.
 - 4.2. **Marketing Permission:** JEDC agrees to allow Consultant to reference JEDC as a client and to allow Consultant to use a high-level explanation of Services provided.
 - 4.3. **Payment Disclosure:** JEDC agrees not to disclose the amount of payment included in the Agreement unless required by law.

5. **Documents:** All documents generated as a result of the Services shall be the property of the JEDC to use as needed (marketing, websites, etc.). However, the JEDC agrees not to release an editable / original version of any of the documents except as required by law.
 - 5.1. **Proprietary Forms:** Original forms generated by the Consultant are proprietary to Consultant and will not be provided to the JEDC for their continued use unless noted in Section 1.3.
6. **Payment:** The fee for the Site Summary Services and Site Flyer Services shall be as noted below. The Consultant shall provide the JEDC with a summary of hours worked whenever requested. Payments shall be within 30 days of receipt of an invoice from Consultant.
 - 6.1. **Site Summary Services (Section 1):** The fee for the Site Summary Services shall be one-hundred and twenty dollars (\$120.00) per hour, billed monthly in quarter-hour increments.
 - 6.2. **Site Flyer Services (Section 2):** The fee for the Site Flyer Services shall be approximately two hundred dollars (\$200) per Site Flyer included in the Summary.
 - 6.3. **Reimbursables:** Out-of-pocket expenses shall be billed at cost (copies, lunch meetings, travel costs).
 - 6.4. **Additional Services:** Any work not defined in the Services above is not included in this Agreement. The JEDC and the Consultant may negotiate Additional Services if desirable to both parties. Any request for Additional Services must be authorized in writing by the Coordinator prior to the Consultant performing said services. Additional Services shall be billed at a rate of one hundred twenty dollars (\$120) per hour. Though not exclusively, this would include the following:
 - A. **Meetings:** Meetings with the Board or Staff shall be at the hourly rate inclusive of set-up and meeting times.
 - B. **Travel:** Driving time to and from the City shall be billed at 50% of the hourly rate. Any required flights shall be booked and paid for by the JEDC.
 - C. **Additional Drive-Around:** If additional Drive-Arounds are requested by the Coordinator, they shall be billed at the meeting and drive-time rates as noted above.
 - D. **Publisher Training:** If requested the consultant can provide basic training in the use of Publisher and in particular how to update the final document. This can be done on-site or remotely. Fees would be the hourly rates for meetings and drive time as noted above.
 - 6.5 Current proposal: \$240 for the initial drive around: 2 hours at \$120/hr (could vary)
\$120 for the drive time: 2 hrs (there and back) at \$60/hr (could vary)
\$2,000 at \$100/site with 20 sites
\$2,360 +/- depending on number of sites
7. **Cancellation of Agreement:** Either Party may cancel this Agreement upon ten (10) calendar days notice in writing to the other Party. Should JEDC elect not to continue with this Agreement at any point, the Consultant shall be paid for services rendered to that point in time.

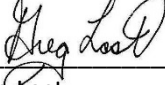
--- The remainder of this page left blank intentionally ---

8. **Approval**: Approval of this Agreement represented by:

Site Summary Services: Yes: ____ No: ____

Site Flyers: Yes: ____ No: ____

Consultant: EDP Best Practices, LLC

Signed:  _____

Name: Greg Last

Title: Chief Executive Officer

Date: December 9, 2022

PH: (817) 992-6156

EM: glast@EDPBestPractices.com

Address: 4609 Shadycreek Lane
Colleyville, TX 76034

JEDC: Justin Economic Development Corp.

Signed: _____

Name: Abbey Reece

Title: Director of Strategic Services, EDC
Liaison

Date: _____

PH: (940) 648-3800

EM: AREece@cityofjustin.com

Address: 415 N. College Ave.
Justin, TX 76247

For additional information see www.EDPBestPractices.com

Enc: Service Profile: Sites & Buildings Summary (As exhibit only)

Service Profile: Site Flyers (As exhibit only)

Sites & Buildings Summary

Prepare a document highlighting all available commercial land sites and buildings on an aerial map and providing contact information and brief facts for each property.

Problem Identification

- There is no document summarizing the available real estate
- The traditional real estate services of Costar or LoopNet are either unavailable, inadequate or too expensive
- Some available properties are represented by land owners or residential brokers and are not using a commercial listing

Service Goals

- Drive the market and identify all available properties
- Identify contact information for the property representative
- Develop a Data Table including available site info (e.g. zoning, FLUP designation, acreage including adjacent tracts)
- Develop one-page Site Flyers for selected properties and integrate into the report (See Site Flyers Profile Page)
- Provide hyper-linked navigation between the location map, data table and Site Flyers

Deliverables

- A document that includes a Site Location Map, a Data Table including property information, and one-page Site Flyers for selected properties

Comments

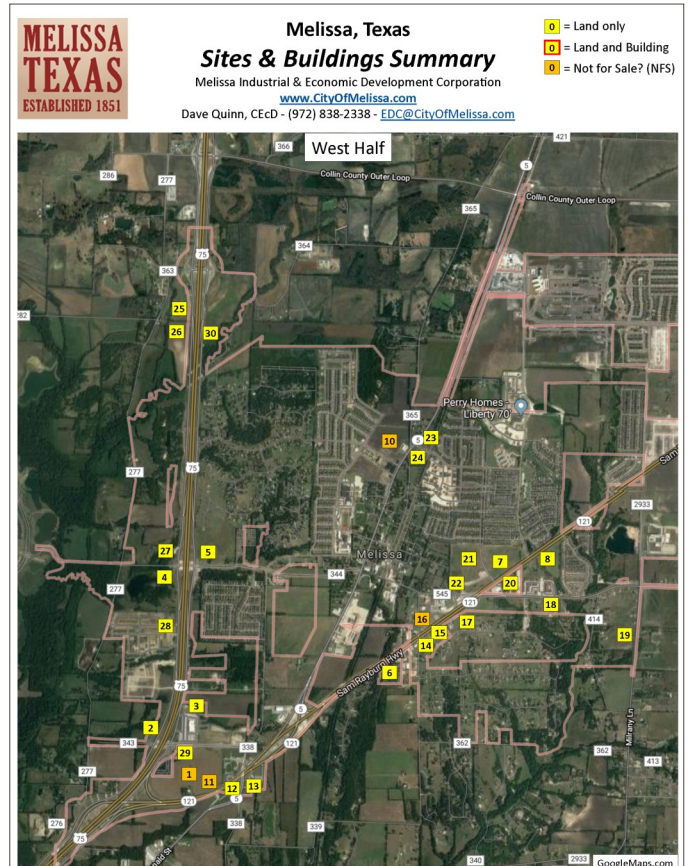
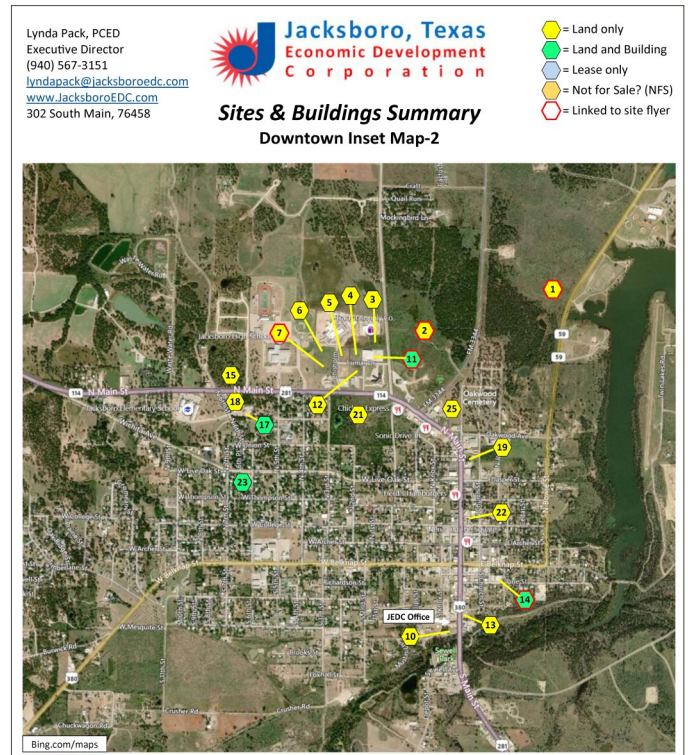
- This product is great for small to medium sized jurisdictions with less than 50 available sites
- Tenant-rep brokers as well as prospects doing their own research love this product and the time it saves them

Example Data Table

Following is an example of the Data Table summarizing properties.

7	3.0 Acres - JEDC Hotel Site <ul style="list-style-type: none">• Chisholm Trail• Hwy 281 @ 148• JCAD: 59980	Site Flyer Link <ul style="list-style-type: none">• Zoning: Thoroughfare Com.	Jacksboro EDC - (940) 567-3151 Lynda Pack, Executive Director lyndapack@jacksbororedc.com www.jacksbororedc.com 302 South Main, 76458
10	0.519 Acres - JEDC Owned <ul style="list-style-type: none">• 306 S. Main St.• JCAD: 8819	<ul style="list-style-type: none">• Zoning: Thoroughfare Com.	Jacksboro EDC - (940) 567-3151 Lynda Pack, Executive Director lyndapack@jacksbororedc.com
11	Acres - Shopko Building <ul style="list-style-type: none">• 124 Lumar Drive	Site Flyer Link <ul style="list-style-type: none">• Zoning:• Existing _____ s.f. building	Jake Blankenship - (817) 885-8333 jblankenship@nairiretail.com
12	1.132 Acres - Lumar 2A1 <ul style="list-style-type: none">• Address n/a• Hwy 281 @ 148	<ul style="list-style-type: none">• Zoning: Thoroughfare Com.• Pad sites or BTS	Hunter Equity, Scott Rohrman (214) 739-4200 / C: (214) 244-9300 sr@42realestate.com
13	0.257 Acres <ul style="list-style-type: none">• 827 S. Main (McComb)• JCAD: 3243	<ul style="list-style-type: none">• Zoning: Thoroughfare Com.• FLUP:	Ronald Fitzgerald W: (940) 567-2383 / C: (940) 507-0691 fitzgerald_services@yahoo.com
14	0.853 Acres - Diamond Market <ul style="list-style-type: none">• 201 S. East St.• JCAD: 7703	Site Flyer Link <ul style="list-style-type: none">• Zoning: CBD• Existing Bldg, 15,470 SF?	Pay and Save, Inc. 1804 Hall Ave, Littlefield, TX 79339

Example Reports



Site / Building Flyers

Prepare a single-page site and / or building marketing flyer with brief facts and contact information.

Problem Identification


- There is no professional summary information available to market important sites or buildings
- If there are brokers in the area, they are using MLS formats instead of commercial property formats
- Typical outlets such as Costar or LoopNet are not covering your properties adequately

Service Goals

- With assistance from Staff, identify all information available on a site / building including contact info
- Develop graphics adequate to represent the location and configuration of the site / building

Deliverables

- A PDF document that combines all info and graphics into a professional marketing piece for distribution or web posting


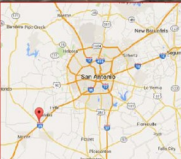


43 Acre Municipal Property


Location: Southwest corner I-35 at Hondo Ave
Representative: Joe Ramos, City Administrator
City: Devine, Texas (website in footer)
Work: (830) 663-2804 / **Cell:** (830) 931-1435
EM: administrator@CityofDevine.com

Site Details:
Acres: 42.968
Zoning: Currently being rezoned by City to commercial zoning
Future LUP: Currently being amended to reflect desired commercial uses

Notes:
 • City of Devine, TXDOT
 • City willing to sell or partner with developer
 • Desire commercial, retail, office, hotel and / or multi-family
 • 2014 TXDOT VPD at 29,023
 • Primary corridor to / from Mexico
 • Hondo is "full-diamond" interchange
 • Gradual topography, limited vegetation

Information provided is from sources deemed reliable but may be subject to errors or omissions and no warranty is provided.



Town of Cross Roads, Texas

Lovett Property


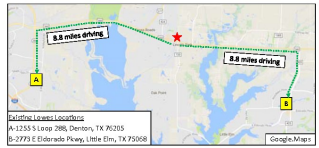
Location: 11950 US Hwy 380, Cross Roads, Texas 76227
Broker / Representative: Elizabeth Jacob, Lovett Commercial
Work: (713) 293-6900 / **Cell:** (832) 553-5910
EM: lisi@lovettcommercial.com
Web: www.LovettCommercial.com

Town Contact: Becky Ross, Town Administrator
Work: (940) 365-9693 / **Cell:** (840) 218-4241
EM: b.ross@crossroads.tx.gov

Site Details: Cross Roads, DCAD
Appraisal District: Denton County - www.DentonCAD.com
Parcel Number(s): #695770
Acres: 21.641
Platting: Cross Roads Retail, Block A, Lot 7R1-R
Zoning: Commercial PD

Notes:

- **Existing Signal Lights:** US 380 at FM 424, US 380 at main drive east of Walmart, reciprocal access accommodated
- **Traffic Counts:** 41,632 VPD
- **Water:** Existing 12" water line along US 380, internal lines for service and fire hydrants required
- **Sewer:** Existing 8" sewer line, service required to lot
- **Residential Growth:**
- **Approval:** 6 weeks from submittal to Council approval





Area Businesses:

1. Walmart
2. Wal-Mart
3. Mattress Firm
4. Starbucks
5. Schlotsky's
6. AT&T
7. Jack in the Box
8. Pizza Hut
9. Vet Clinic
10. Firestone Tire

Text or residential growth paragraph

Information provided is from sources deemed reliable but may be subject to errors or omissions and no warranty is provided.

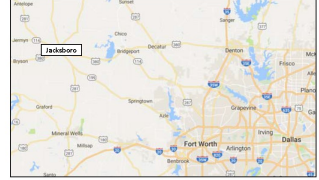
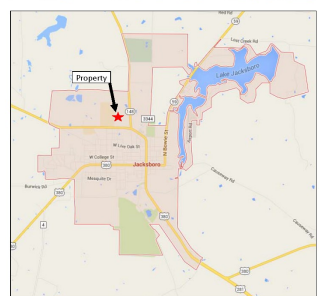


JACKSBORO
Economic Development Corporation

Hotel Property

Location: NWQ US 281 at Hwy 148 (Chisolm Trail @ Lumar)
City: Jacksboro, Texas 76458
Contact: Lynda Pack, Executive Director
 Jacksboro Economic Development Corporation (JEDC)
Work: (940) 567-3151 / **Cell:** (940) 229-9881
EM: lyndapack@jacksbororedc.com

Site Details: Property owned by JEDC
Acres: 3.0
Zoning: Thoroughfare Commercial
Notes:
 • JEDC, TXDOT
 • Desired use is hotel and / or conference center
 • No franchise hotels currently within 30 miles
 • Centrally located with converging major roadways
 • Adjacent to Jacksboro High School
 • 15 play-off games (Volleyball, Basketball, Baseball)
 • Avg. 8 select team tournaments with 2,000+ over 3 days
 • UIL, FFA, Band competitions and mtgs multiple times a year averaging 1,000 participants
 • Adjacent to Faith Community Hospital: 1,100 night stays in 2017, estim. 30/month in 2018. Will only increase need.
 • Visitors estimation available
 • Multiple business needs throughout the week
 • VPD traffic counts below from TXDOT, 2016

Information provided is from sources deemed reliable but may be subject to errors or omissions and no warranty is provided.

BUDGET AMENDMENT
FY 2022-2023
Amended Expenditures

ACCOUNT NUMBER	Description	FY 2022-2023	2023	\$ CHANGE
		ORIGINAL BUDGET	AMENDED BUDGET	

EDC

235-7520-626183	Consulting Services	8,000	11,360	3,360
235-7520-670010	INCENTIVE PROJECTS	75,000	107,600	32,600
235-7520-xxxxxx	Transfer to Fund Balance	117,622	81,662	(35,960)

Total -

CDC

236-7530-xxxxxx	Transfer to Fund Balance	45,976	13,376	(32,600)
236-7530-670010	INCENTIVE PROJECTS	75,000	107,600	32,600

Total -