



**Elizabeth Woodall, Mayor**

**CITY OF JUSTIN  
CITY COUNCIL AGENDA  
MAY 9, 2023  
415 N. COLLEGE AVE.  
5:30 P.M.**

**CALL TO ORDER**

Convene into Session:  
Invocation and Pledge of Allegiance  
American Flag

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

**PROCLAMATION**

- Proclamation and presentation honoring Mary Emma Tate

**PRESENTATION/STAFF UPDATES** – *Council will convene into the presentation/staff updates following a short recess after proclamation reading.*

- Code Compliance

**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 to approve Special City Council minutes dated March 30, 2023, April 24, 2023, and Regular City Council minutes dated April 25, 2023.

2. Consider and take appropriate action to approve the Interlocal Cooperation Agreement for shared governance communications and dispatch services between Denton County and the City of Justin Police Department.
3. Consider and take appropriate action to approve the Interlocal Cooperation Agreement for shared governance communications and dispatch services between Denton County and the Justin Community Volunteer Fire Department.
4. *(second reading)* Consider approval of Ordinance 751-23 amending the FY 2022-2023 annual budget.
5. Consider and take appropriate action to approve Resolution 607-23 establishing a Leak adjustment policy and procedures.

### **ITEMS PULLED FROM CONSENT AGENDA**

### **POSSIBLE ACTION ITEMS**

6. **PUBLIC HEARING:** Public hearing and Ordinance 752-23 on first reading to consider an amendment to a Planned Development (SF-1- PD 508) for Reserve at Meadowlands Phase II legally described as Lot 1-11 Block A, Lot 1-5, Lot 6-X and Lot 3-X, Block B.
7. **PUBLIC HEARING:** Public hearing and Ordinance 753-23 on first reading to consider an amendment to the Planned Development (SF-2 and GB PD-722) for LaDera Farms legally described as A0439A M. GARNETT, TR 3, 53.182 ACRES, OLD DCAD TR 2 and A0439A M. GARNETT, TR 3D, 6.483 ACRES.
8. Consider and take appropriate action regarding appointment to and membership of the Parks and Recreation advisory board.
9. Consider and take appropriate action upon a Preliminary Plat for Wildflower Ridge Addition Lots 1-12, Block A generally located northwest from Boss Range Road and Range Road.
10. Consider and take appropriate action to consider authorizing the Interim City Manager to execute a work authorization with Westwood for a list of deliverables up to \$679,279.

### **EXECUTIVE SESSION**

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

- Under Section 551.071, to conduct private consultation with the City Attorney regarding:
  - Preserve Development Agreement
  - City of Justin/Town of Northlake Interlocal Cooperative Agreement for Wastewater Improvements
  - Oncor Transmission Line

- Under Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
  - City Manager
  - City Attorney

Convene into executive session.

Adjourn into open meeting.

11. 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 5<sup>th</sup> day of May, 2023 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

*Brittany Andrews*

Brittany Andrews, City Secretary

City Council Meeting

May 9, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 1 (Consent)

Title: Consider to approve Special City Council minutes dated March 30, 2023, April 24, 2023, and Regular City Council minutes dated April 25, 2023.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation:

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Background:

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City Attorney Review:

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Attachments:

1. March 30, 2023 draft minutes
2. April 24, 2023 draft minutes
3. April 25, 2023 draft minutes





**Mayor, Elizabeth Woodall**

**MINUTES**

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

**Justin City Council Special Session Meeting- March 30, 2023**

The Justin City Council Meeting convened into a Regular Session being open to the public the 30<sup>th</sup> day of March 2023 at 5:02 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, Chrissa Hartle, and Councilman James Clark.

Convene into Session: Mayor Woodall called the meeting to order at 5:02PM

**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 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
  - City Manager

Convene into executive session at 5:03PM

Adjourn into open meeting at 6:52PM

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

No Action

**FUTURE AGENDA ITEMS**

**ADJOURN**

**With there being no further business, the meeting was adjourned at 6:52PM**

Brittany Andrews

Brittany Andrews, City Secretary

Seal:



**Mayor, Elizabeth Woodall**

**MINUTES**

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

**Justin City Council Special Session Meeting- April 24, 2023**

The Justin City Council Meeting convened into a Regular Session being open to the public the 24<sup>th</sup> day of April 2023 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, Chrissa Hartle, and Councilman James Clark.

Convene into Session: Mayor Woodall called the meeting to order at 6:00PM

**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 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
  - City Manager

Convene into executive session at 6:00PM

Adjourn into open meeting at 6:40PM

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

No Action

**FUTURE AGENDA ITEMS**

**ADJOURN**

**With there being no further business, the meeting was adjourned at 6:40PM**

Brittany Andrews

Brittany Andrews, City Secretary

Seal:



**Mayor, Elizabeth Woodall**

**MINUTES**

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

**Justin City Council Regular Session Meeting- April 25, 2023**

The Justin City Council Meeting convened into a Regular Session being open to the public the 25<sup>th</sup> day of April 2023 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, Chrissa Hartle, and Councilman James Clark. City Staff: Interim City Manager, Jarrod Greenwood, Assistant City Manager, Abbey Reece, City Secretary, Brittany Andrews, Public Works Director, Josh Little, Director of Development Services, Matt Cyr, .

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

**MAY EVENTS/MEETING DATES:**

May 6 – Municipal Election Day  
May 9 – City Council meeting  
May 16 – Planning and Zoning meeting  
May 18 – EDC/CDC meeting  
May 23 – City Council meeting

**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.

Mark Montenati, 1200 Misty Ridge Dr. Justin, TX 76247 – comment on record

**PROCLAMATION**

- Sexual Assault awareness month – Friends of the Family

**PRESENTATIONS/ STAFF UPDATES**

- Northwest ISD
- Quarterly Financials/ Quarterly Investment Report
- Justin Community Volunteer Fire Department

## **CONSENT AGENDA**

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

1. *(second reading)* Consider approval of Ordinance 749-23 approving a Planned Development (PD-SF-2) for Timberbrook Ph 7, 8, and 9 legally described as Abstract No. 121 the Margaret Garnett Survey, Abstract No. 439 the William Reed Survey, Abstract No. 1071 and the Joseph Sutton Survey Abstract No. 1151.
2. *(second reading)* Consider approval of Ordinance 750-23 for the creation of the City of Justin Board of Ethics.
3. Consider approval of City Council minutes, Joint meeting minutes, and Zoning Board of Adjustment minutes dated April 11, 2023.

**Mayor Pro Tem, Mounce moved to approve consent items as presented.**

**Seconded by: Councilman Clark**

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

**Motion carries**

## **ITEMS PULLED FROM CONSENT AGENDA**

Mayor Woodall called for a short break at 7:35PM  
Council re-convened into workshop at 7:45PM

## **WORKSHOP**

4. Discuss facility needs assessment and potential bond issuance related thereto.

Assistant City Manager, Abbey Reece presented the facility assesment and discussed bond options with Council.

## **CONSIDER AND POSSIBLE ACTION ITEMS**

5. Consider and take appropriate action regarding appointment to and membership of the Justin Economic Development Corporation and Community Development Corporation.

**Councilwoman Hartle moved to approve Melissa Green to Place 4.**

**Seconded by: Councilman Clark**

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

**Motion carries**

6. Consider and take appropriate action regarding an amendment to the Community Development Corporation (Type B) FY 2022-2023 budget.

**Mayor Pro Tem, Mounce moved to approve the item as presented.**

**Seconded by: Councilwoman Hartle**

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

**Motion carries**

7. Consider and take appropriate action to approve Ordinance 751-23 amending the FY 2022-2023 annual budget.

**Mayor Pro Tem, Mounce moved to approve Ordinance 751-23 as presented.**

**Seconded by: Councilman Clark**

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

**Motion carries**

8. Consider and take appropriate action regarding appointment to and membership of the Justin Community Library Board.

**Councilman Mendoza moved to approve Melissa Campbell to Place 3.**

**Seconded by: Councilwoman Hartle**

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

**Motion carries**

9. Consider and take appropriate action regarding Resolution 604-23 amending the Board, Commission, and Committee Policy Manual residency requirements and membership for the Justin Community Library Board.

**Councilwoman Hartle moved to approve Resolution 604-23 with the amendment to include “except that up to 3 of the 8 members may reside in the City’s ETJ”**

**Seconded by: Councilman Clark**

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

**Motion carries**

10. Consider and take appropriate action regarding approval of Employee Bond amounts.

**Mayor Pro Tem, Mounce moved to approve the Employee Bond amounts as presented.**

**Seconded by: Councilman Clark**

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

**Motion carries**

11. Consider and take appropriate action to approve Resolution 605-23 approving the application to participate in the Texas Smart buy purchasing program.

**Councilman Clark moved to approve Resolution 605-23 as presented.**

**Seconded by: Councilwoman Hartle**

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

**Motion carries**

12. Consider and take appropriate action regarding a Chapter 52 rewrite proposal.

**No Action**

### **EXECUTIVE SESSION**

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- Under Section 551.071, to conduct private consultation with the City Attorney regarding:
  - Preserve Development Agreement
  - City of Justin/Town of Northlake Interlocal Cooperative Agreement for Wastewater Improvements
  - Oncor Transmission line
- Under Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
  - City Manager

Convene into executive session at 8:41PM

Adjourn into open meeting at 9:40PM

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

**No Action**

### **FUTURE AGENDA ITEMS**

### **ADJOURN**

**With there being no further business, the meeting was adjourned at 9:48PM**

*Brittany Andrews*

Brittany Andrews, City Secretary

Seal:





City Council Meeting

May 9, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 2 and 3 (Consent)

Title: 2. Consider and take appropriate action to approve the Interlocal Cooperation Agreement for shared governance communications and dispatch services between Denton County and the City of Justin Police Department.

3. Consider and take appropriate action to approve the Interlocal Cooperation Agreement for shared governance communications and dispatch services between Denton County and the Justin Community Volunteer Fire Department.

Department: Administration

Contact: Police Chief, Alex Coss and Fire Chief, Matthew Mitchell

Recommendation: Approve ICA between the Justin Police Department and Denton County, and Justin Community Volunteer Fire Department and Denton County as presented.

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Background:

This is an annual agreement with Denton County for dispatch services. The annual payment for 2023-2024 is \$29,737.00. The payment can be issued as a one-time payment, in two or four payments, or monthly. Previous years were paid as a one time payment for the full amount.

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City Attorney Review:

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Attachments:

1. 23-24 PD communication agreement
2. 23-24 VFD communication agreement

STATE OF TEXAS           §  
   §  
COUNTY OF DENTON       §

**INTERLOCAL COOPERATION AGREEMENT FOR  
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

<b>Name of Agency:</b> Justin Police Department
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hereinafter referred to as "Agency".

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

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1.       **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2.       **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3.       **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2023** and ending on **September 30, 2024**.

4.       **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
  - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
  - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
  - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
  - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
  - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote

sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

<b>Exhibit A</b>	<b>Agency Payment Worksheet</b>
<b>Exhibit B</b>	<b>TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT</b>

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Justin Police Department
Contact Person	Chief Alex Coss
Address	P O Box 129
City, State, Zip	Justin, TX 76247-0129
Telephone	940-648-2541
Email	<a href="mailto:acoss@cityofjustin.com">acoss@cityofjustin.com</a>

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

**DENTON COUNTY, TEXAS**

**AGENCY**

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Andy Eads, County Judge  
Denton County Commissioners Court  
1 Courthouse Drive, Ste 3100  
Denton, Texas 76208  
(940)349-2820

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Elizabeth Woodall, Mayor  
City of Justin  
P O Box 129  
Justin, TX 76247-0129  
940-648-2541

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EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to content:

Approved as to content:

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Denton County Sheriff's Office

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Alex Coss, Chief of Police

Approved as to form:

Approved as to form:

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Assistant District Attorney  
Counsel to the Sheriff

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Attorney for Agency



## Exhibit A

**2023-24 Budget Year**  
**Denton County Sheriff's Office**  
**Communications Agreement**  
**Agency Payment Worksheet/Invoice**

<b>Agency:</b>	<b>Justin Police Department</b>
Payment Contact Person:	Chief Alex Coss
Phone Number:	940-648-2911
Email:	<a href="mailto:acoss@cityofjustin.com">acoss@cityofjustin.com</a>
Address:	P O Box 129
City, State, Zip	Justin, TX 76247-0129
<b>AGENCY TOTAL AMOUNT DUE</b>	<b>\$ 29,737.00</b>

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	<b>Denton County</b>
Mail payments to:	<b>911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205</b>

Payment Plan Options

**Agency MUST**  
**Select One**  
**Payment Option**

1	One Annual Payment (100%)
2	Two Payments (50%)
3	Four Payments (25%)
4	Twelve Monthly Payments
5	Other Payment Option

## Exhibit B

### **TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)** **NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2023-2024**

Twenty-Four Hour Terminal Agency	<b>DENTON COUNTY SHERIFF'S OFFICE</b>
Non Twenty-Four Hour Terminal Agency	<b>Justin Police Department</b>

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

**DENTON COUNTY SHERIFF'S OFFICE**

**AGENCY**

Signature: \_\_\_\_\_

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

By: **Alex Coss**

Title: **Chief of Police**

Date: \_\_\_\_\_

STATE OF TEXAS           §  
   §  
COUNTY OF DENTON       §

**INTERLOCAL COOPERATION AGREEMENT FOR  
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

<b>Name of Agency: Justin Community Volunteer Fire Department</b>
---

hereinafter referred to as "Agency".

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

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1.       **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2.       **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3.       **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2023** and ending on **September 30, 2024**.

4.       **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
  - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
  - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
  - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
  - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
  - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

<b>Exhibit A</b>	<b>Agency Payment Worksheet</b>
<b>Exhibit B</b>	<b>TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT</b>

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Justin Community Volunteer Fire Department, Inc.
Contact Person	Chief Matthew Mitchell
Address	P O Box 613
City, State, Zip	Justin, TX 76247
Telephone	940-395-0546
Email	<a href="mailto:matthewmitchell@justinfiredept.com">matthewmitchell@justinfiredept.com</a>

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

**DENTON COUNTY, TEXAS**

**AGENCY**

\_\_\_\_\_  
Andy Eads, County Judge  
Denton County Commissioners Court  
1 Courthouse Drive, Ste 3100  
Denton, Texas 76208  
(940)349-2820

\_\_\_\_\_  
Chief Matthew Mitchell  
\_\_\_\_\_  
Justin Community Volunteer Fire Department, Inc.  
\_\_\_\_\_  
P O Box 613  
\_\_\_\_\_  
Justin, TX 76247  
\_\_\_\_\_  
940-395-0546  
\_\_\_\_\_

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to content:

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

\_\_\_\_\_  
Agency

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

\_\_\_\_\_  
Attorney for Agency



## Exhibit A

**2023-24 Budget Year**  
**Denton County Sheriff's Office**  
**Communications Agreement**  
**Agency Payment Worksheet**

<b>Agency:</b>	<b>Justin Volunteer Fire Department</b>
Payment Contact Person:	Matthew Mitchell, Fire Chief
Email:	<a href="mailto:matthewmitchell@justinfiredept.com">matthewmitchell@justinfiredept.com</a>
Phone Number:	940-395-0546
Address:	P O Box 613
City, State, Zip	Justin, TX 76247
<b>AGENCY TOTAL AMOUNT DUE</b>	<b>\$ 0.00</b>

**Agency Should Include this Worksheet with Each Payment Sent to Denton County.**

Make checks payable to:	<b>Denton County</b>
Mail payments to:	<b>911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205</b>

Payment Plan Options

**Agency MUST**  
**Select One**  
**Payment Option**

1	<input type="checkbox"/>	One Annual Payment (100%)
2	<input type="checkbox"/>	Two Payments (50%)
3	<input type="checkbox"/>	Four Payments (25%)
4	<input type="checkbox"/>	Twelve Monthly Payments
5	<input type="checkbox"/>	Other Payment Option

## Exhibit B

### **TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)** **NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2023-2024**

Twenty-Four Hour Terminal Agency	<b>DENTON COUNTY SHERIFF'S OFFICE</b>
Non Twenty-Four Hour Terminal Agency	<b>Justin Volunteer Fire Department</b>

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

**DENTON COUNTY SHERIFF'S OFFICE**

**AGENCY**

**N/A**

**N/A**

By: **Tracy Murphree**

By: \_\_\_\_\_

Title: **Denton County Sheriff**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City Council Meeting

May 9, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 4

Title: Consider and take appropriate action to approve Ordinance 751-23 amending the FY 2022-2023 annual budget.

Department: Finance

Contact: Finance Director, Josh Armstrong

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Recommendation: Approve Ordinance No. 751-23 amending the FY2022-2023 annual budget.

---

Background:

The city has reached its half-way point in the budget and staff have brought forth an amendment to the budget to recognize an increase in revenue as well as some additional expenses in the current fiscal year. The most notable increase in revenue is in Property Tax. Upon receipt of the DCAD official taxable values, as well as, the need to lower our tax rate to the (de minimis) rate, staff used a very conservative estimate of the anticipated tax revenue. The additional tax revenue from property tax is \$326,261. We are also increasing the revenue from Sales Tax by an additional \$114,059.

Expenses that are being increased can be seen on the budget amendment sheet. The most notable increase is an additional \$140,000 for engineering in the development department. We are adding \$30,000 to building maintenance to cover the costs of some recent improvements at city hall. An additional \$17,201 for the creation of the Assistant City Manager position salary and benefits, as well as an increase to contract services in the amount of \$45,617 to cover the cost of the CM search. We have added \$36,765 for ticket writers for the police department, \$14,000 for election costs, \$8,000 for replacing chairs in the conference room and the council chambers, as well as a few other line items.

For the Water/Sewer fund, we have increased revenue from a transfer of a portion of the 2023 bond proceeds in the amount of \$2,100,000 for the ground storage tank. We also transferred \$201,000 from Sewer Impact Fees to cover the expenses for the TRA connection and expenses to the wastewater department. Both of these items were

approved and passed by council in the last couple of months with the intent to include in the mid-year amendment.

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City Attorney Review:

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Attachments:

1. Amendment Sheet
2. Ordinance

BUDGET AMENDMENT						
FY 2022-2023						
General Fund Revenue & Expenditures						
		FY 2022-2023		FY 2022-2023		
		ORIGINAL		AMENDED		
ACCOUNT NUMBER	Description	BUDGET		BUDGET		\$ CHANGE
<b>Revenue</b>						
100-410110	PROPERTY TAX	\$	3,904,775	\$	4,231,036	\$ 326,261
100-410120	SALES TAX	\$	1,385,941	\$	1,500,000	\$ 114,059
<b>Total</b>						<b>440,320.00</b>
<b>Expenditures</b>						
100-1500-616010	SALARIES	\$	578,166	\$	595,366	\$ 17,200
100-1500-626180	CONTRACT SERVICES	\$	50,000	\$	95,617	\$ 45,617
100-3200-647050	EQUIPMENT	\$	22,232	\$	58,997	\$ 36,765
	-Ticket Writers					
100-3200-636585	POSTAGE	\$	175	\$	1,250	\$ 1,075
100-4200-636515	BUILDING MAINTENANCE	\$	15,000	\$	45,000	\$ 30,000
1007410-616015	CERTIFICATION PAY	\$	1,500	\$	4,500	\$ 3,000
100-7410-626205	ENGINEER	\$	60,000	\$	182,785	\$ 122,785
100-9999-636551	ELECTION COSTS OFFICE	\$	7,000	\$	21,000	\$ 14,000
1000-9999-636581	EQUIPMENT	\$	1,000	\$	9,000	\$ 8,000
<b>Total</b>						<b>\$ 278,442</b>
<b>Difference</b>						
<b>Total</b>				<b>To Fund Balance</b>		<b>161,878</b>

BUDGET AMENDMENT				
FY 2022-2023				
Water/Sewer Fund Revenue & Expenditures				
		FY 2022-2023	FY 2022-2023	
ACCOUNT NUMBER	Description	ORIGINAL	AMENDED	
		BUDGET	BUDGET	\$ CHANGE
<b><u>Revenue</u></b>				
505-XXXXXX	TRANSFER IN FROM SEWER IMPACT FEES	\$ -	\$ 201,000	\$ 201,000
505-XXXXXX	TRANSFER IN FROM 2023 BOND PROCEEDDS	\$ -	\$ 2,100,000	\$ 2,100,000
<b>Total</b>				<b>2,301,000.00</b>
 <b><u>Expenditures</u></b>				
505-2300-676910	COLLECTION SYSTEM	\$ 15,000	\$ 216,000	\$ 201,000
505-2400-647025	CAPITAL IMPROVEMENT	\$ -	\$ 2,100,000	\$ 2,100,000
<b>Total</b>				<b>\$ 2,301,000</b>
 <b><u>Difference</u></b>				
<b>Total</b>			<b>To Fund Balance</b>	<b>-</b>

BUDGET AMENDMENT							
FY 2022-2023							
General Fund Revenue & Expenditures							
		FY 2022-2023		FY 2022-2023			
		ORIGINAL		AMENDED			
ACCOUNT NUMBER	Description	BUDGET		BUDGET	\$ CHANGE		
Revenue							
100-410110	PROPERTY TAX	\$	3,904,775	\$	4,231,036	\$	326,261
100-410120	SALES TAX	\$	1,385,941	\$	1,500,000	\$	114,059
Total						440,320.00	
Expenditures							
100-1500-616010	SALARIES	\$	578,166	\$	595,366	\$	17,200
100-3200-647050	EQUIPMENT	\$	22,232	\$	58,997	\$	36,765
	-Ticket Writers						
100-3200-636585	POSTAGE	\$	175	\$	1,250	\$	1,075
100-4200-636515	BUILDING MAINTENANCE	\$	15,000	\$	45,000	\$	30,000
1007410-616015	CERTIFICATION PAY	\$	1,500	\$	4,500	\$	3,000
100-7410-626205	ENGINEER	\$	60,000	\$	200,000	\$	140,000
100-9999-636551	ELECTION COSTS	\$	7,000	\$	21,000	\$	14,000
1000-9999-636581	OFFICE EQUIPMENT	\$	1,000	\$	9,000	\$	8,000
Total						\$	250,040
Difference							
Total				To Fund Balance		190,280	

**CITY OF JUSTIN, TEXAS**

**ORDINANCE NUMBER 751-23**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF JUSTIN, TEXAS AMENDING ORDINANCE  
NUMBER 736-22, AUTHORIZING CERTAIN  
BUDGET AMENDMENTS PERTAINING TO THE FY  
2022-2023 BUDGET; AS SET OUT IN EXHIBIT “A”;  
AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City Council approved Ordinance number 736-22 Fiscal Year 2022-2023 Budget beginning October 1, 2022, and ending September 30, 2023; and,

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

**WHEREAS**, based on reviews by City Departments, the City Manager and Finance Director have prepared amendments to certain appropriations and expenditures in the Fiscal Year 2022-2023 Budget and submitted to the City Council for approval and a true and correct copy is attached as Exhibit “A”; and,

**WHEREAS**, the City Council has the authority to approve amendments to Ordinance 736-22; City Budget; and,

**WHEREAS**, the City Council has determined that the proposed amendments to the Fiscal Year 2022-2023 Budget are in the best interest of the City.

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

**SECTION 1.** That Ordinance No. 736-22, the Fiscal Year 2022-2023 Budget Ordinance, is hereby amended to incorporate the changes set out in Exhibit “A” and are hereby authorized and approved.

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

**SECTION 3.** All portions of the existing FY 2022-2023 Budget, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of this ordinance.

**SECTION 4.** In the event any clause, phrase, provision, sentence, or part of this ordinance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Justin, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.



**SECTION 5.** That this Ordinance shall become effective from and after its adoption and is so ordained.

**PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 25<sup>th</sup> DAY OF APRIL, 2023.**

**PASSED ON SECOND READING BY THE CITY COUNCIL ON THE 9<sup>th</sup> DAY OF MAY, 2023.**

**CITY OF JUSTIN, TEXAS**

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**Elizabeth Woodall, Mayor**

**ATTEST:**

---

**Brittany Andrews, City Secretary**

**APPROVED AS TO FORM:**

---

**City Attorney**

City Council Meeting

May 9, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 5 (Consent)

Title: Consider and take appropriate action to approve Resolution 607-23 establishing a Leak adjustment policy and procedures.

Department: Utility Billing

Contact: Utility Billing Supervisor, Haley Benefield

Recommendation: Staff recommends approval of the Water Leak Adjustment resolution.

---

Background: Currently, our organization does not have a policy in place that allows staff to help residents with high water bills in the event of a leak. The Water Leak Adjustment resolution was written to give staff a way to assist our residents with high water bills wherein the usage is attributed to a leak, broken pipe, malfunctioning pool or irrigation equipment, or other unavoidable circumstances when proof of repair is provided. Ultimately we expect this resolution to help ease the financial burden on residents when these situations arise as well as help the City with our water conservation efforts.

The policy would go into effect and implemented immediately following approval to begin assistance to residents.

---

City Attorney Review:

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Attachments:

1. Resolution 607-23
2. Leak adjustment Policy

**RESOLUTION NO. 607-23**

**A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL  
CREATING AND ESTABLISHING A LEAK  
ADJUSTMENT POLICY AND PROCEDURES ; 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 wishes to establish a leak adjustment policy for utility customers with residential, commercial, institutional, and rental properties; and

**WHEREAS**, the leak adjustment policy sets guidelines for the purpose, policy and procedure in submitting a leak adjustment request;

**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.** Policy. See Exhibit A

**SECTION 3.** 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 9<sup>th</sup> day of May, 2023.

**APPROVED:**

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Elizabeth Woodall, Mayor

ATTEST:

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Brittany Andrews, City Secretary

APPROVED AS TO FORM:

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Matthew C. G. Boyle, City Attorney



## City of Justin Leak Adjustment Policy

### Purpose:

The purpose of the Leak Adjustment Policy is to allow City of Justin utility customers a once per year billing adjustment upon providing proof of repairs to any unforeseen high-water usage. Unforeseen high-water usage would be consumption caused by a leak, appliance malfunction, pipe bursting, or other unavoidable circumstances.

### Policy:

- a) A leak adjustment request must be submitted within 30 days of the abnormal billing period on all properties including residential, commercial, institutional, and rental properties.
- b) Leak adjustments are only considered one time in a twelve-month calendar period.
- c) Adjustment amounts will be determined by using the meter-reading system. In the absence or malfunction of such a system, staff will refer to the customer's average use for the corresponding billing period in each of the prior 3 years.
- d) A receipt or receipts must be submitted showing permanent repairs have been made.
- e) Proof of an irrigation check must be provided before an adjustment will be considered. The irrigation check is done at the cost of the city through Upper Trinity or a contracted licensed irrigator.
- f) Leak adjustments will not be considered for high irrigation use, pool related usage not attributed to broken or malfunctioning equipment, or any avoidable usage.
- g) Utility bills are due on the 10<sup>th</sup> of every month. Submitting a leak adjustment request does not prevent late fees from being added or disruption of service due to non-payment.
- h) Residents must sign up for the Eye on Water program before the adjustment is made to the account.
- i) Leak adjustments are approved on a case-by-case basis. If you believe your adjustment should have been approved, you may appeal the decision to deny the adjustment with the Assistant City Manager.

### Procedure:

- a) A Leak Adjustment Request Form must be submitted within 30 days of the abnormal billing period.
- b) Upon approval, adjustment amounts will be determined by using the meter-reading system. In the absence or malfunction of such a system, staff will refer to the customer's average use for the corresponding billing period in each of the prior 3 years.
- c) Receipt of Repair must be submitted at the time of adjustment request.
- d) Proof of an irrigation check must be submitted at the time of request.
- e) Adjustments will not be considered for:
  - Irrigation use
  - Filling a pool (manual or auto-fill)
  - Any other avoidable usage (such as leaving a faucet running by mistake)
- f) Utility bills are due on the 10<sup>th</sup> of every month. Submitting a Leak Adjustment Form does not prevent late fees from being added or disruption of service due to non-payment.
- g) Leak adjustments are approved on a case-by-case basis. If you believe your adjustment should have been approved and was not, you may appeal the decision to the Assistant City Manager.
- h) Once a leak has been investigated and an adjustment has been approved, the account will be credited within ten business days and the appropriate party will be updated via the contact information provided.

\*\*\*If you have any questions regarding this policy please read over the Leak Adjustment FAQs on the city website. <https://www.cityofjustin.com/188/Utility-Billing>



City Council Meeting

May 9, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 6

Title: **PUBLIC HEARING:** Public hearing to consider an amendment to a Planned Development (SF-1- PD 508) for Reserve at Meadowlands Phase II legally described as Lot 1-11 Block A, Lot 1-5, Lot 6-X and Lot 3-X, Block B.

Department: Development

Contact: Director of Planning and Development, Matt Cyr

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Recommendation:

Staff recommends consideration based on the request.

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P&Z Recommendation:

The Planning and Zoning Commission unanimously recommended approval on April 18, 2023.

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Background:

The Applicant is requesting to amend the Planned Development that was approved in 2018. The Applicant would like to decrease the number of lots from 16 to 11 with different design standards. The applicant was unanimously recommended for approval on January 17, 2023, by the Planning and Zoning Commission. However, the applicant withdrew the application on February 27, 2023, to work on revising the screening wall and potentially other changes.

Staff has sat down with both the HOA and the developer to discuss the proposed Planned Development for Phase II and to hear all parties concerns. See P&Z Staff report for more details.

Staff also received a letter of support within 200' of the property located at 103 Sage Drive.

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City Attorney Review: N/A

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Attachments:

1. PZ Staff Report
2. Supporting Documentation
3. Proposed Ordinance



## PLANNING & ZONING COMMISSION MEETING

Staff Report  
April 18, 2023

**STAFF CONTACT:** Matt Cyr, Director of Planning and Development Services

**PROJECT:** Consider and act upon a recommendation to City Council to amend a Planned Development (SF-1- PD 508) for Reserve at Meadowlands Phase II legally described as Lot 1-11 Block A, Lot 1-5, Lot 6-X and Lot 3-X, Block B.

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**APPLICANT:** Troy Lewis, Rockwater Developments

**EXECUTIVE  
SUMMARY:**

The Applicant is requesting to amend the Planned Development that was approved in 2018. The Applicant would like to decrease the number of lots from 16 to 11 with different design standards. The applicant was unanimously recommended for approval on January 17, 2023, by the Planning and Zoning Commission. However, the applicant withdrew the application on February 27, 2023, to work on revising the screening wall and potentially other changes.

Staff has sat down with both the HOA and the developer to discuss the proposed Planned Development for Phase II and to hear all parties concerns.

**PROPOSED  
STANDARDS:**

**The Reserve at Meadowlands II - Development Requirements**

1. Minimum Width: 56 Feet (70 Feet Typ)
2. Minimum Depth: 104 Feet
3. Minimum Area: 10,029 s.f.
4. No Building in the Development Shall Exceed 35 Feet in Height
5. Front Yard Setback: 25 Feet
6. Side Yard Setback: 7 Feet
7. Minimum Dwelling Area: 2,000 s.f.
8. Each building shall provide 100% masonry exterior surface construction of the front facade, & a minimum of 80% of the other exterior surfaces shall be masonry and masonry including cementitious siding.
9. 8/12 Primary Roof Pitch Shall Be Required.
10. 2-Car Garages are Required.
11. Builder Shall Not Be Permitted to Repeat Any Layouts for at Least 3 Homes on Either Side of a Home.
12. Permitted and Accessory Uses for this Development Shall Include the Permitted and Accessory Uses Set Out in the Use Tables of the Comprehensive Zoning Ordinance for SF-1 Zoning Districts.
13. All Homes Shall Be in The Meadowlands Homeowners Association 2, Inc.
14. HOA shall own and maintain all Common Areas.
15. Required trees shall be planted per the attached Conceptual Landscape Plan. See Tree Planting Schedule.
16. The screening along FM 407 is AS SHOWN ON Fence & Wall Diagram.

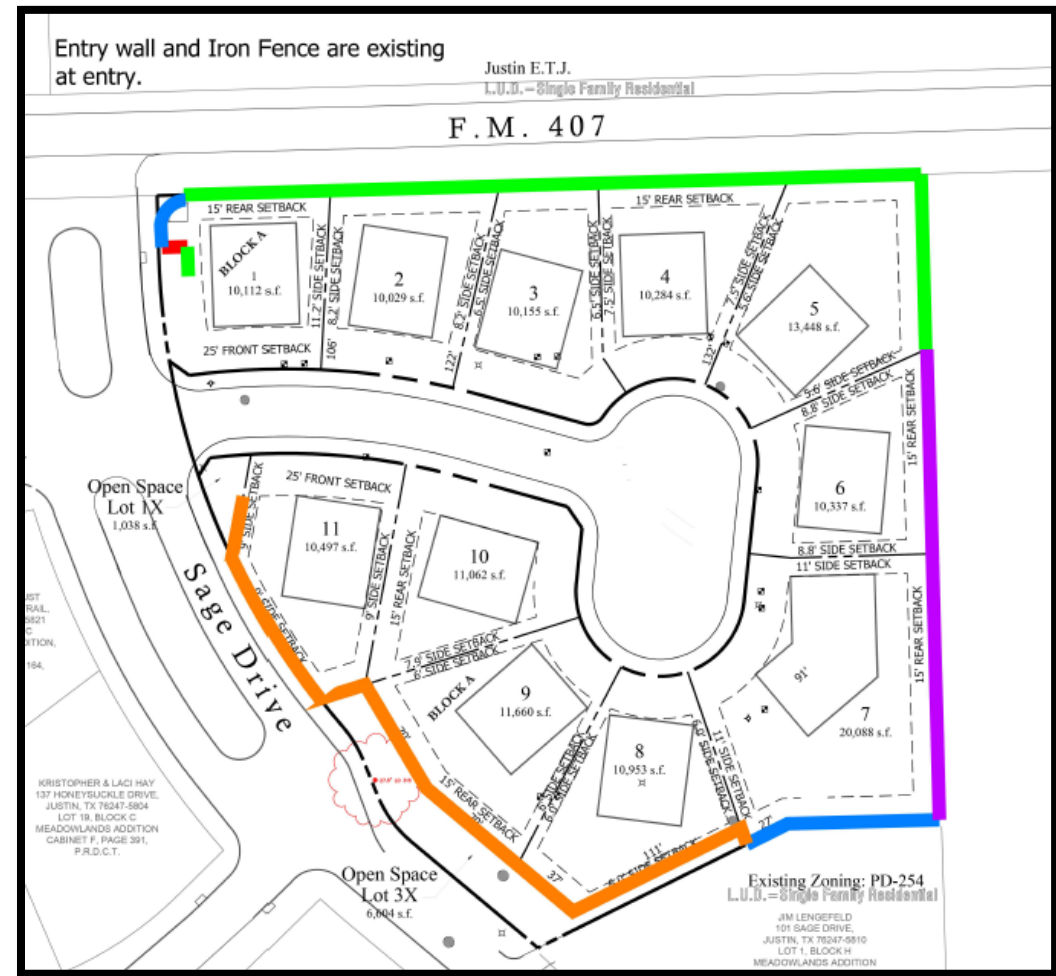
## **EXISTING STANDARDS:**

1. Minimum Width: 50 Feet
2. Minimum Depth: 100 Feet
3. Minimum Area: 5,200 s.f.
4. No Building in the Development Shall Exceed 35 Feet in Height
5. Front Yard Setback: 15 Feet
6. Side Yard Setback: 5 Feet
7. Side Yard from the Street: 15 Feet
8. Garage Setback: 20 Feet
9. Minimum Dwelling Area: 1,800 s.f.
10. Each building shall provide 100% masonry exterior surface construction of the front facade, & a minimum of 80% of the other exterior surfaces shall be masonry.
11. 8/12 Primary Roof Pitch Shall Be Required.
12. 2-Car Garages are Required.






## **SCREENING:**

The Applicant is proposing to utilize a 6' masonry screening wall with columns on top (total height with columns is approximately 10') off FM 407. The Applicant is proposing to utilize 6' cedar wood fence adjacent to Sage Drive. This design mimics the spacing from the back of the curb across the street.





## Fence / Wall Legend

6' Ornamental Iron Fence	
6' Masonry Wall w/Columns	
6' Wood Fence	
4' Split Rail Fence w/ 5' Masonry Columns	
Retain Existing Fence	



**ACTION CONSIDERED:**

- 1) The Commission is to make a recommendation to City Council to approve, approve with conditions, table with clarification and intent, or deny the variance requests

**STAFF RECOMMENDATION:**

Staff recommends consideration based on the request.

**ATTACHMENTS:**

1. Supporting Documentation
2. Proposed Ordinance

## SELECT APPLICATION TYPE

☐ Zoning Change      ☐ Special Use Permit      ☒ Planned Development

## DEVELOPMENT

Project Address SE Corner of Sage Drive and FM 407  
Project Name Reserve at Meadowlands Phase 2  
Legal Description Edward Springer Survey, Abstract Number 1166 Acreage 3.769  
Current Zoning PD Proposed Zoning PD  
Current Use SF PD with 16 Lots Proposed Use SF PD with 11 Lots

## OWNER INFORMATION

Company/Name Shelton Real Estate Group LLC  
Contact Name Robert D. Shelton Jr  
Address 311 S. Oak Street, STE 275.01 City Roanoke State TX Zip 76262  
Phone 360-820-0640 Email RShelton@sheltondevelopments.com

For additional owners, please include additional copies of this page. The property owner MUST sign the application or submit a notarized letter of authorization.

## REPRESENTATIVE/AGENT INFORMATION

Company Rockwater Developments Contact Name Troy Lewis  
Address 311 S. Oak Street, STE 275.01 City Roanoke State TX Zip 76262  
Phone 817-602-0578 Email 14Rockwater@gmail.com

## CERTIFICATION

I certify that the above information is correct and complete to the best of my acknowledge and ability, and that I will be fully prepared to present the proposal at a Planning and Zoning Commission and City Council public hearing. I reserve the right to withdraw this proposal at any time by filing a written request with the Development Services Department.

  
\_\_\_\_\_  
Owner Signature  
  
\_\_\_\_\_  
Agent Signature

3-8-23  
\_\_\_\_\_  
Date  
3-8-23  
\_\_\_\_\_  
Date

Robert Shelton  
\_\_\_\_\_  
Owner Name (Print)  
Troy Lewis  
\_\_\_\_\_  
Agent Name (Print)

## APPLICATION SUBMITTAL REQUIREMENTS

Applications submitted without original signatures and all required documents and information will not be reviewed and will be returned to the applicant for revision. Please be sure that all required items are included for the type of application requested.

Zoning information is available online in Chapter 52 of the City of Justin Code of Ordinances. If you have questions about the application process or any submittal requirements, please call the Development Services Department at (940) 648-2541 Ext. 5.

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**ALL APPLICATIONS must be submitted to [development@cityofjustin.com](mailto:development@cityofjustin.com).**

The following items are required with all types of applications:

- ☐ Zoning Application form.
- ☐ Application filing fee as required by the City of Justin Fee Schedule. This fee is non-refundable.
- ☐ One digital copy of the subdivision plat (if the property is platted)
- ☐ If request is for (i) a portion of a platted lot, or (ii) an unplotted lot, surveyed site boundary dimensions (metes and bounds) and gross acreage determined by a licensed surveyor must be provided electronically in PDF format and paper copy.
- ☐ Original paid receipt or tax certificate indicate that the property taxes have been paid for the property. The certificate may be obtained for a fee from the Denton County Tax Office at
- ☐ Completed trip generation data form, if requested by the City Engineer. This will be used to determine if a traffic impact analysis will be required for the development.
- ☐ If the ownership does not match the ownership on the Denton County Appraisal District website, a warranty deed shall be submitted with this application. Please verify ownership prior to submitting the application.
- ☐ Additional information may be requested by the Development Review Committee if deemed essential for review and consideration by the Planning and Zoning Commission and City Council.
- ☐ Additional application submittal requirements, based on the specific type of application (see below)

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## ZONING CHANGE

- ☐ Zoning exhibit indicating the proposed land area of the zoning area request. The exhibit must show the abutting properties, adjacent streets, and all structures on the property. A copy of a subdivision plat or a copy of a property survey less than two years old will satisfy this requirement.

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## PLANNED DEVELOPMENT

- ☐ A written statement describing what the applicant wants to achieve in the development of the property and how the proposal conforms to the development standards established in Chapter 52 Article IV, Planned Developments of the City Code of Ordinances. This statement should be prepared as a narrative description of the character of the proposed development and rationale behind the assumptions and choices made by the applicant, including the use and ownership of open spaces. This is the applicant's opportunity to describe what they want to do with the property and why. The applicant may also submit drawings, photographs, company information and other relevant material with the application.
- ☐ Confirmation of the required pre-submittal meeting with City staff.
- ☐ A Site Plan showing the items indicated in the technical requirements described below for SITE PLAN.

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## SPECIAL USE PERMIT

- ☐ A written statement describing what is to be achieved in the development proposal for the property.
- ☐ Site Plan showing the items indicated in the technical requirements described below for SITE PLAN.

## SITE PLAN

Applications requiring a site plan must show the items indicated in the technical

- ☐ **SITE LAYOUT**
  - o Location map, north arrow, graphic and written scale (not less than 1" = 60').
  - o Existing zoning and land use of the properties adjacent to the site.
  - o Existing structures on the site, indicating setbacks from property lines.
  - o Proposed land uses and building locations, indicating setbacks from property lines.
  - o Square footage, acreage, and density of all proposed land use and lots.
  - o Location and gross area of all streets, sidewalks, and other paved surfaces and its percentage of total property area.
  - o Gross area of open space area and recreational areas and its percentage of total property area.
  - o Existing and proposed public and private rights-of-ways, easements, access points into the property, and street names.
  - o Calculations and location of all off-street parking and loading facilities.
  - o Location, type, and elevation drawings of all signs, including ground and building-mounted signs.
  - o For residential uses, the number, type, and density of each type of dwelling unit (i.e., single-family, multi-family, townhouse, etc.).
- ☐ **LANDSCAPE PLAN**
  - o Plans demonstrating compliance with standards described in Chapter 52, Zoning of the City's Code of Ordinances, showing all required and proposed landscape setbacks, buffer yards, screening, and fencing.
  - o Tree preservation plan per Chapter 52, Zoning of the City of Justin Code of Ordinances if protected trees are present on the property.
- ☐ **BUILDING ELEVATIONS**
  - o Plans demonstrating compliance with standards for exterior appearance quality as described in Chapter 52, Zoning of City of Justin Code of Ordinances.
  - o Elevation drawings of all sides of building, showing dimensions, height, building materials, color, texture, and design.
  - o Percentage calculations of building materials for each facade.
- ☐ **PHOTOMETRIC PLAN**
  - o Plans demonstrating compliance with standards described in the Zoning Chapter.
  - o Location, type, and number of all exterior lighting, including building and pole mounted fixtures.
  - o Lighting manufacturer specifications or cut sheets of each type of luminaire equipment.
  - o Calculations and analysis of anticipated light distribution generated by all exterior lights.
- ☐ **ENGINEERING PLANS**
  - o Civil engineering plans for all public and private improvements for water, sanitary sewer, storm-water, grading, and drainage. Plans must demonstrate compliance with the City of Justin TCSS Manual.
  - o Traffic impact analysis or traffic circulation analysis, if required by the City Engineer for this property.



- The Reserve at Meadowlands II - Development Requirements**
- Minimum Width: 56 Feet (70 Feet Typ)
  - Minimum Depth: 104 Feet
  - Minimum Area: 10,029 s.f.
  - No Building in the Development Shall Exceed 35 Feet in Height
  - Front Yard Setback: 25 Feet
  - Side Yard Setback: 7 Feet
  - Minimum Dwelling Area: 2,000 s.f.
  - Each building shall provide 100% masonry exterior surface construction of the front facade, & a minimum of 80% of the other exterior surfaces shall be masonry and masonry including cementitious siding.
  - 8/12 Primary Roof Pitch Shall Be Required.
  - 2-Car Garages are Required.
  - Builder Shall Not Be Permitted to Repeat Any Layouts for at Least 3 Homes on Either Side of a Home.
  - Permitted and Accessory Uses for this Development Shall Include the Permitted and Accessory Uses Set Out in the Use Tables of the Comprehensive Zoning Ordinance for SF-1 Zoning Districts.
  - All Homes Shall Be in The Meadowlands Homeowners Association 2, Inc.
  - HOA shall own and maintain all Common Areas.
  - Required trees shall be planted per the attached Conceptual Landscape Plan. See Tree Planting Schedule.
  - The screening along FM 407 is AS SHOWN ON Fence & Wall Diagram.

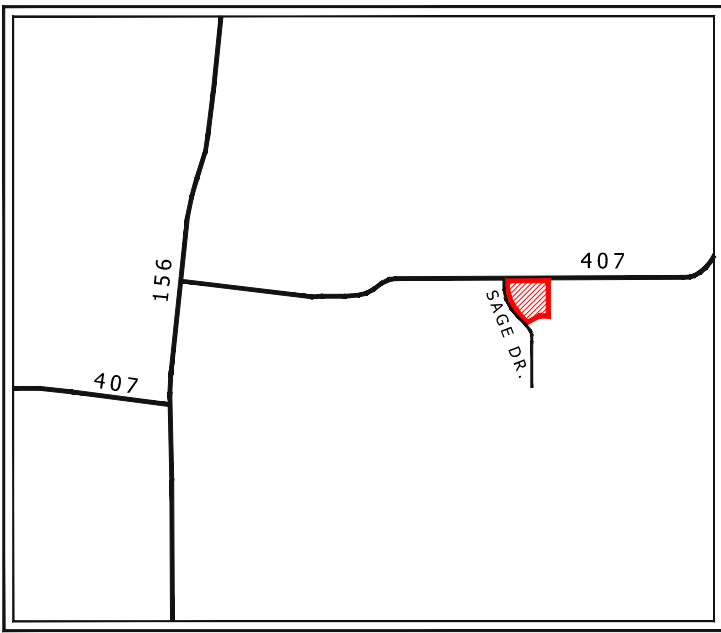
Legend	
Open Space Lots	
Residential Lots	

The Reserve at Meadowlands II - Site Data Summary Chart		
Single Family Residential Lots	11	
Common Areas	2	
Residential Lots	78.25%	2.95 ac.
Open Space	4.77%	0.18 ac.
R.O.W.	16.98%	0.64 ac.
Res. Gross Acreage	100.00%	3.77 ac.

Site Data	
Gross Acreage	3.77
Gross Density	2.91 lots/ac.

Lot Summary	
Residential Lots	11
Common Areas	2

L.U.D. / Zoning	
Existing Zoning:	PD



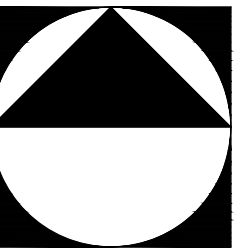
LOCATION MAP

**Owner:**  
Shelton Real Estate Group  
311 S. Oak Street, Suite 275.01  
Roanoke, Texas 76262  
817-605-0578  
Contact: Troy Lewis

**Applicant:**  
Sage Group, Inc.  
1130 N. Carroll Avenue, Suite 200  
Southlake, TX 76092  
817-424-2626  
Contact: Curtis Young, AIA

**Planner:**  
  
**SAGE GROUP, INC.**  
Master Planning  
Urban Design  
Architecture  
Landscape Architecture  
1130 N. Carroll Ave., Ste. 200  
Southlake, Texas 76092  
TEL: 817-424-2626

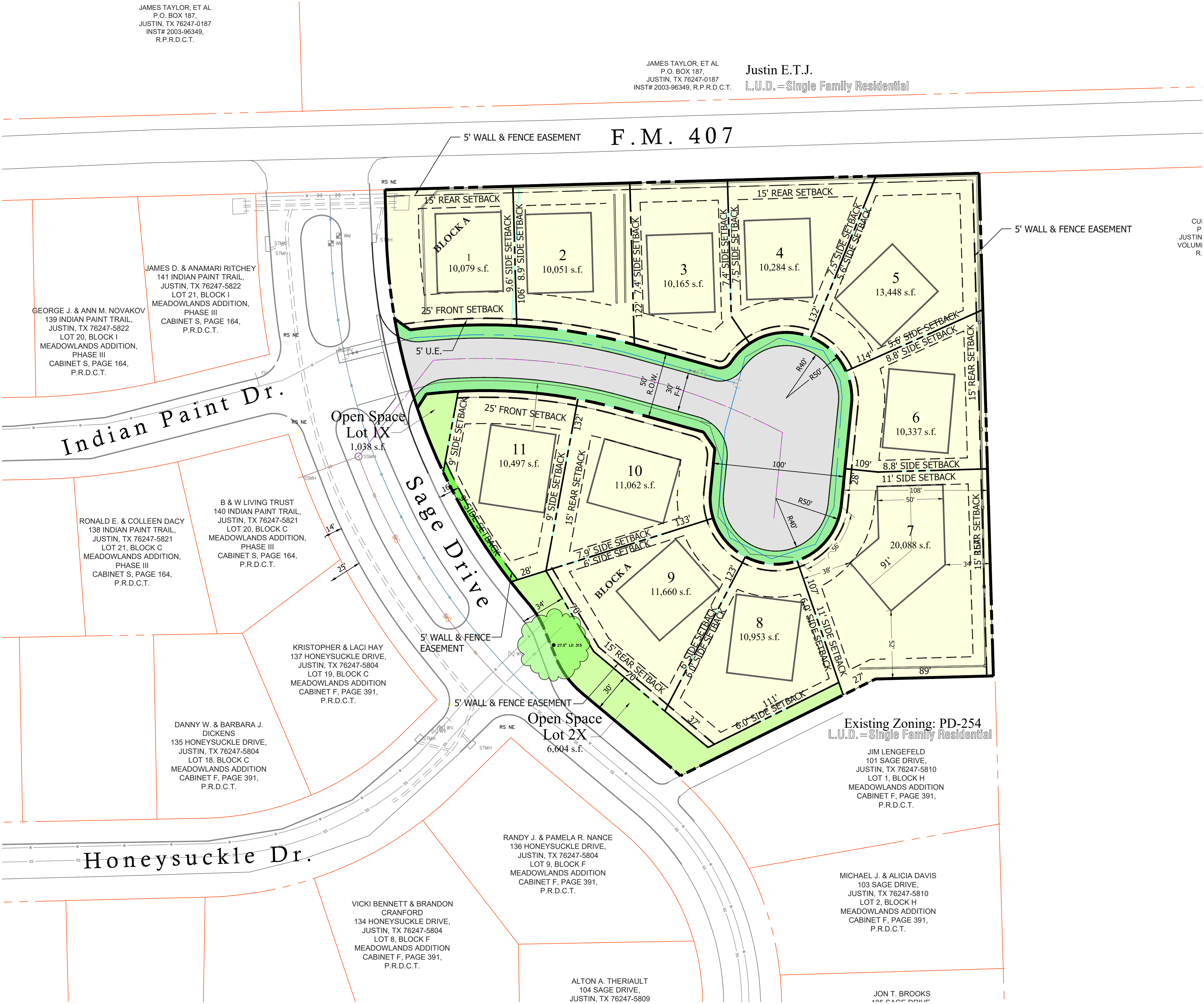
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# Development Plan

# The Reserve at Meadowlands II

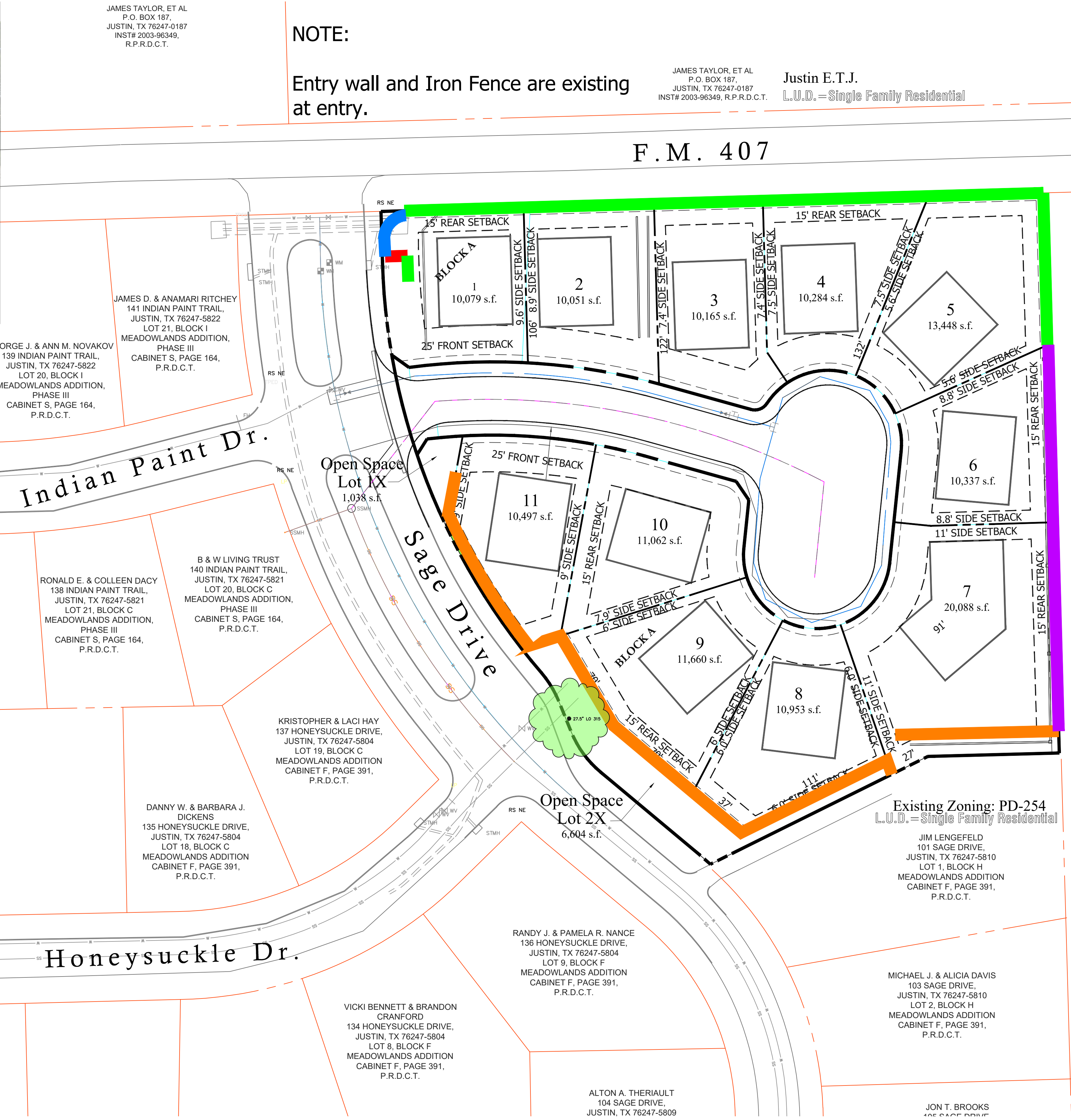
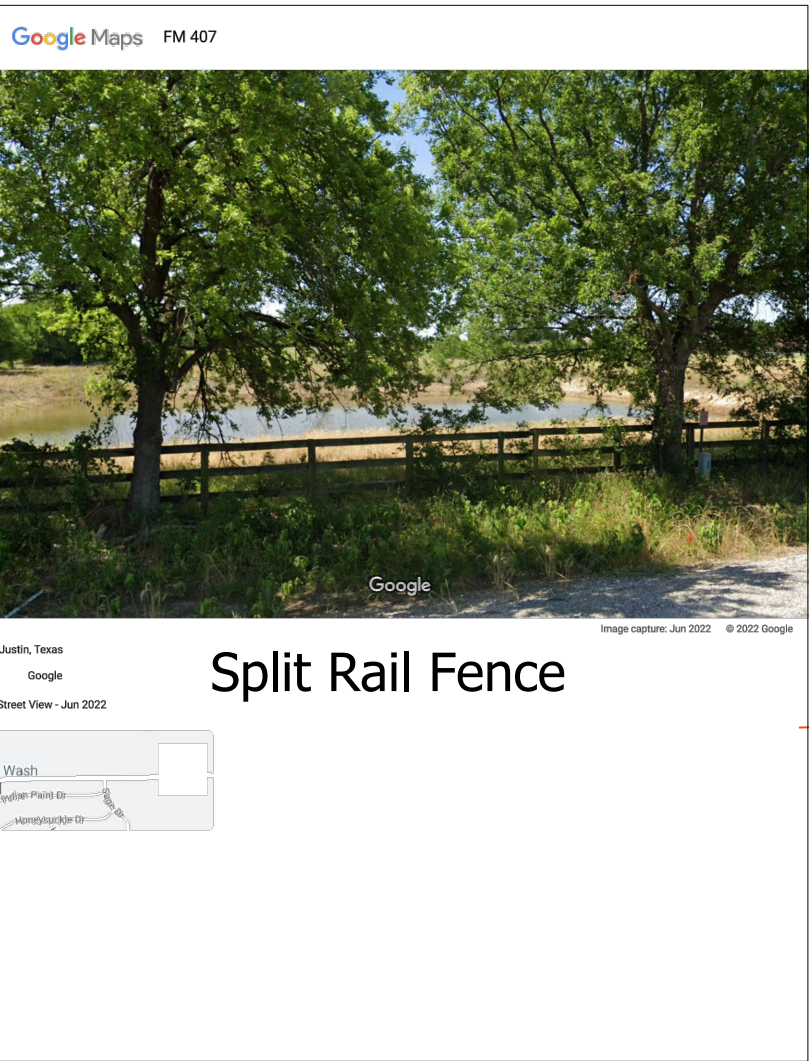
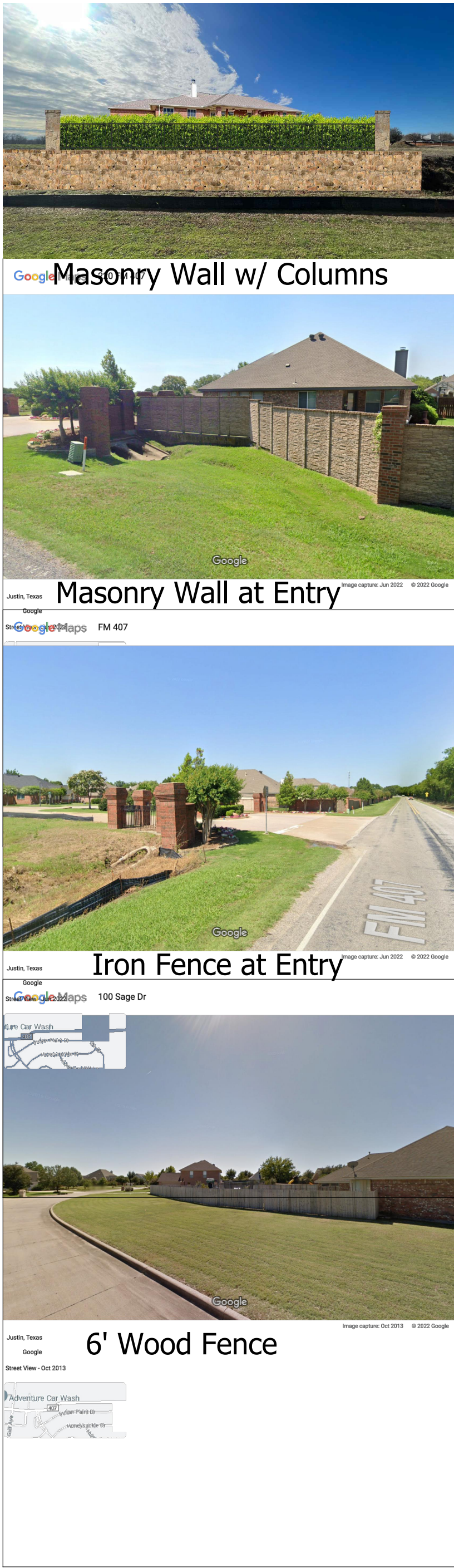
Justin, Denton County, Texas





Fence / Wall Legend

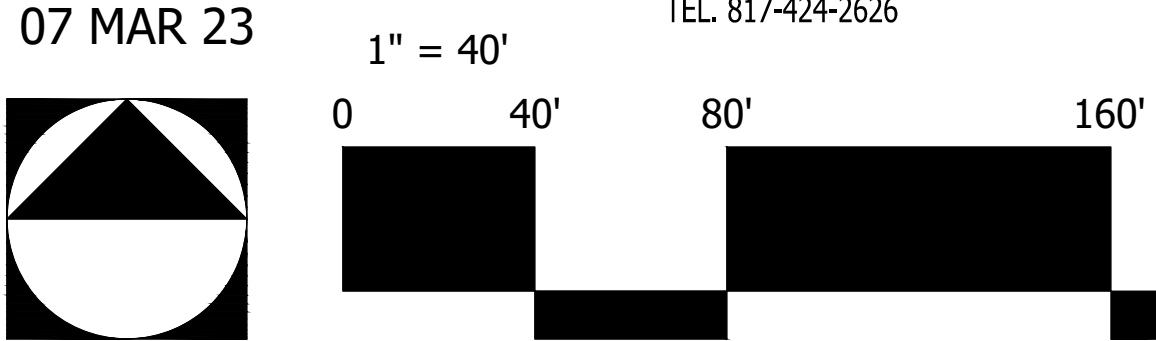
6' Ornamental Iron Fence	Red line
6' Masonry Wall w/Columns	Green line
6' Wood Fence	Orange line
4' Split Rail Fence w/ 5' Masonry Columns	Purple line
Retain Existing Fence	Blue line



Owner:  
Shelton Real Estate Group  
311 S. Oak Street, Suite 275.01  
Roanoke, Texas 76262  
817-605-0578  
Contact: Troy Lewis

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Planner:  
  
SAGE GROUP, INC.  
Master Planning  
Urban Design  
Architecture  
Landscape Architecture  
1130 N. Carroll Ave., Ste. 200  
Southlake, Texas 76092  
TEL. 817-424-2626



# Fence & Wall Diagram

# The Reserve at Meadowlands II

Justin, Denton County, Texas



**Owner:**  
Shelton Real Estate Group  
311 S. Oak Street, Suite 275.01  
Roanoke, Texas 76262  
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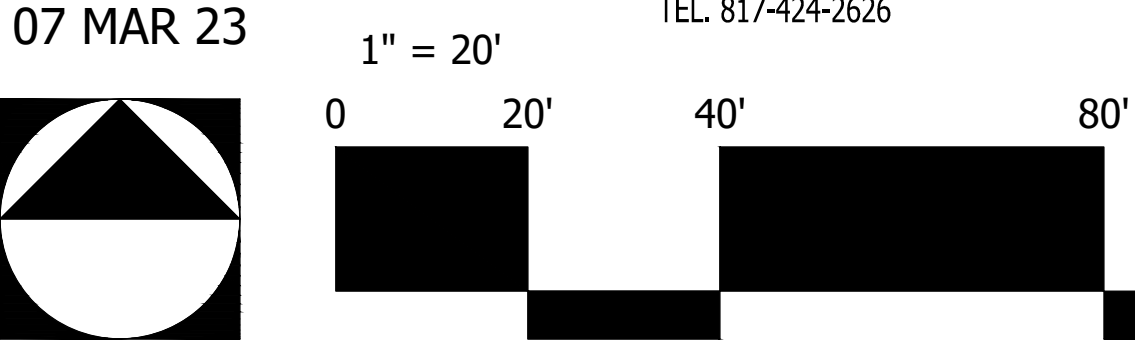
**Planner:**



SAGE GROUP, INC.  
Master Planning  
Urban Design  
Architecture  
Landscape Architecture



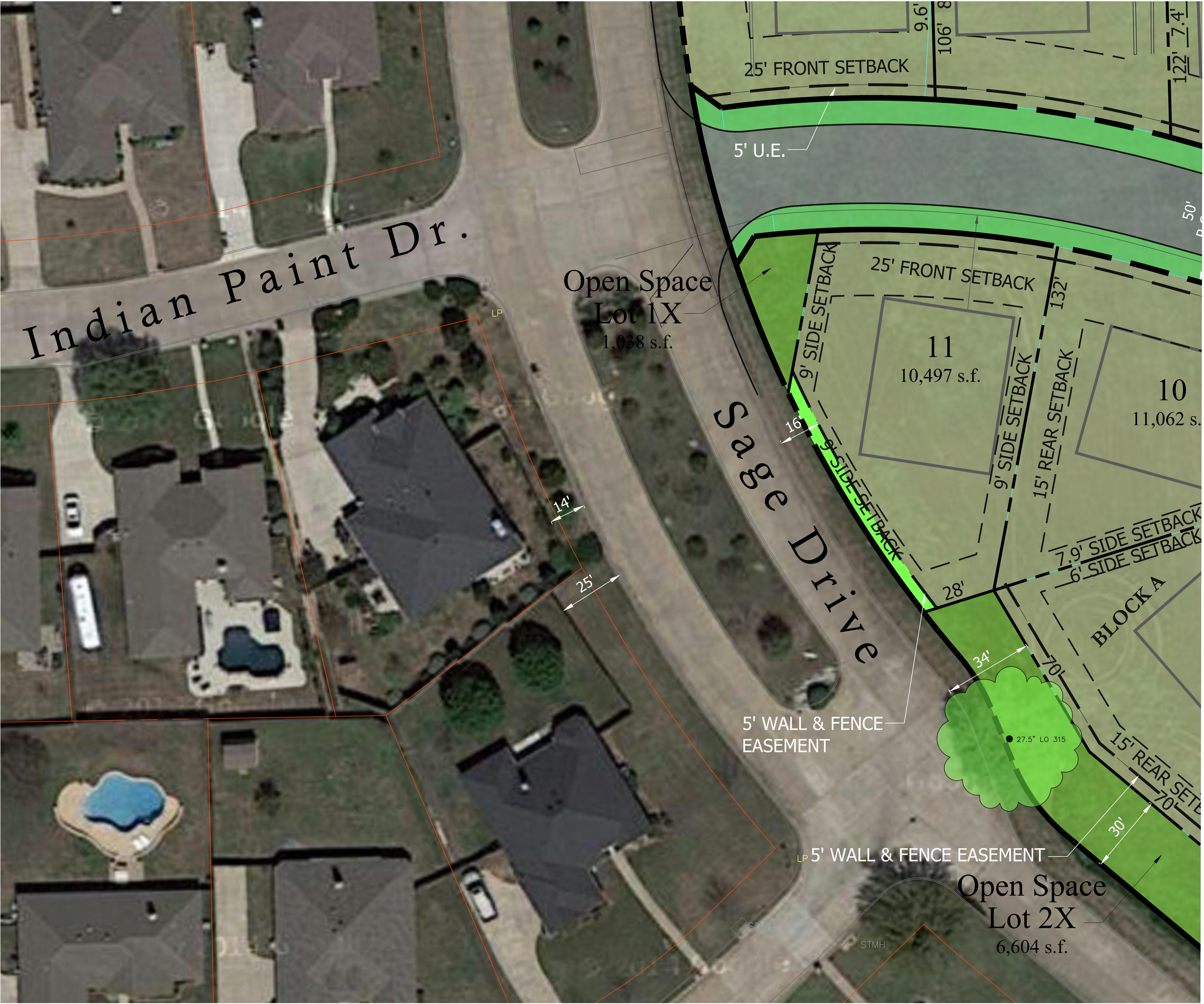
1130 N. Carroll Ave., Ste. 200  
Southlake, Texas 76092  
TEL: 817-424-2626



# Wall Easement Exhibit

# The Reserve at Meadowlands II

Justin, Denton County, Texas





### Tree Planting Schedule

- 1) Block A Lots 1: 4 trees per lot = 1
- 2) Block A Lots 2-3: 3 trees per lot = 6
- 3) Block A Lot 4: 2 trees per lot = 2
- 4) Block A Lot 5: 3 trees per lot = 3
- 5) Block A Lots 6-7: 4 trees per lot = 8
- 6) Block A Lots 8-9: 3 trees per lot = 6
- 7) Block A Lot 10: 3 trees per lot = 3
- 8) Block A Lot 11: 4 trees per lot = 4
- 9) Open Space areas: 2 (1 existing tree included)

TOTAL = 35 trees

### Owner:

Shelton Real Estate Group  
311 S. Oak Street, Suite 275.01  
Roanoke, Texas 76262  
817-605-0578  
Contact: Troy Lewis

### Applicant:

Sage Group, Inc.  
1130 N. Carroll Avenue, Suite 200  
Southlake, TX 76092  
817-424-2626  
Contact: Curtis Young, AIA

### Planner:

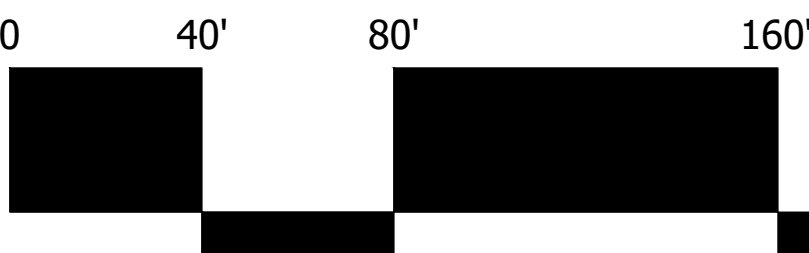
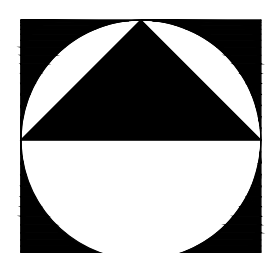


**SAGE GROUP, INC.**  
Master Planning  
Urban Design  
Architecture  
Landscape Architecture

1130 N. Carroll Ave., Ste. 200  
Southlake, Texas 76092  
TEL: 817-424-2626

07 MAR 23

1" = 40'



# Conceptual Landscape Plan The Reserve at Meadowlands II

Justin, Denton County, Texas





# Previously Approved Development

## SITE

INST# 2003-06349, R.P.R.D.C.T.

INST# 2003-06349, R.P.R.D.C.T.

F.M. ROAD 407  
25' ASPHALT 80' R.O.W. PER PLAT

N 88°24'09" E 452.02'

N 88°24'09" E 243.38'

VERBENA LANE  
50' R.O.W. PER THIS PLAT

N 88°24'09" E 110.00'

N 22°07'47" W 22.77'

N 88°24'09" E 110.00'

N 88°24'09" E 110.00'

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N 88°24'09" E 110.00'

### NOTES:

- Property is Zoned "SF-1 PD-598"
  - Requirements:
  - Minimum Lot Width = 50 feet
  - Minimum Lot Depth = 100 feet
  - Minimum Lot Area = 5,200 square feet
  - Minimum Garage Setback = 20 feet
  - 6 foot masonry fence shall be built along the West side of Block A, Lot 1, as well as along the rear of Block A, Lots 1 - 7.
  - All homes shall be in a Home Owners Association
  - Home Owners Association shall own and maintain all Common Areas
  - The screening along FM 407 shall be a 6 foot tall masonry fence and it shall complement the existing color and features of the present entry monument
  - The equivalent of 3 trees per lot will be planted, per the tree planting schedule. Lots with only 2 trees assigned will have their third tree planted in an open space lot within The Reserve at Meadowlands, Phase 2. Minimum caliper of three-inch diameter at breast height (3" DBH) for proposed trees
  - Builder will be responsible for constructing sidewalks adjacent to the residential lots. Developer will be responsible for constructing sidewalks in Common Areas
- Contours taken from the Denton County GIS.
- FLOOD STATEMENT:** I have reviewed the F.E.M.A. Flood Insurance Rate Map for the City of Justin, Community Number 480778 effective date 4-18-2011 and that map indicates as scaled, that a portion of this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year)" and a portion of this property is within "Shaded Zone AE" defined as "Special Flood Hazard Areas subject to inundation by the 1% annual chance flood (100-year); with base flood elevations determined" as shown on Panel 485 G of said map.
- FEMA B.F.E., and Minimum FF based on NAVD88.
- Open Space lots are to be reserved for HOA use, and maintained by the HOA.
- Any franchised public utility, including the City of Justin shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of the easements shown on the Plat. Any franchised public utility including the City of Justin, shall have the right at all times of ingress and egress to and from and upon said easements for the purposes of constructing reconstructing, inspection, patrol, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
- The City of Justin will not maintain Drainage Easements.
- The maintenance of the Drainage Easements, Wall & Fence Easements shall be the responsibility of the Home Owners Association or the individual property owners.
- This subdivision consists of:

	Residential	Open Space	Road	Total
# of lots	16	5		21
Acreage	2.433ac	0.478ac	0.858ac	3.769ac

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	230.00'	9.75'	9.75'	N 49°05'30" W	2°25'46"
C2	70.00'	34.27'	33.83'	N 38°08'13" W	28°03'05"
C3	70.00'	22.65'	22.55'	N 31°23'53" W	18°32'17"
C4	450.00'	306.59'	300.69'	N 21°08'55" W	39°02'08"
C5	290.00'	33.04'	33.02'	N 84°36'56" E	7°34'22"
C6	35.00'	54.95'	49.48'	S 46°36'57" E	89°57'48"
C7	27.50'	31.33'	29.86'	S 31°00'02" W	68°16'09"
C8	35.00'	15.14'	15.03'	S 78°01'48" W	24°47'25"
C9	100.00'	66.41'	65.20'	S 69°24'00" W	38°03'02"
C10	50.00'	142.88'	98.99'	S 46°36'57" E	163°42'12"
C11	50.00'	101.86'	85.14'	S 30°05'12" W	118°43'17"
C12	15.00'	17.09'	16.18'	S 31°00'02" W	68°16'09"
C13	15.00'	23.55'	21.21'	N 46°36'57" W	89°57'48"

LINE	BEARING	DISTANCE
L1	N 54°40'53" W	17.55'
L2	N 03°15'43" E	12.89'
L3	N 89°32'43" W	19.85'
L4	N 32°37'44" E	14.49'

SURVEYOR:  
KAZ SURVEYING, INC.  
720 WESTMINSTER STREET  
DENTON, TEXAS 76205  
PHONE: (940) 382-3446

OWNER/SUBDIVIDER:  
ROCKWATER DEVELOPMENTS, LLC  
P.O. BOX 8  
ROANOKE, TX 76282  
PHONE: (817) 802-0578

STATE OF TEXAS

COUNTY OF DENTON

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

WHEREAS, Rockwater Developments, LLC., is the owner of that certain tract of land situated in the EDWARD F. SPRINGER SURVEY, Abstract No. 1166, in the City of Justin, Denton County, Texas; and being all of Tract 2 as described in a deed to Rockwater Developments, LLC., as recorded in Instrument No. 2016-147690 of the Real Property Records of Denton County, Texas; the subject tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the Northeast corner of Lot 1, Block H, of Meadowlands Addition, an addition to the City of Justin, Denton County, Texas, according to the plat thereof recorded in Cabinet F, Page 391 of the Plat Records of Denton County, Texas;

THENCE South 88 degrees 30 minutes 04 seconds West, with said common line, a distance of 89.72 feet to a 1/2-inch iron rod found for angle point;

THENCE South 63 degrees 37 minutes 05 seconds West, with said common line, a distance of 165.58 feet to a 5/8-inch iron rod found for the most Westerly corner of said Lot 1, in the East right-of-way line of Sage Drive; at the beginning of a non-tangent curve to the left, having a radius of 230.00 feet and a chord bearing and distance of North 49 degrees 05 minutes 30 seconds West, 9.75 feet;

THENCE along said curve, and said right-of-way, an arc distance of 9.75 feet to a 5/8-inch iron rod found;

THENCE North 50 degrees 05 minutes 36 seconds West, with said right-of-way, a distance of 88.05 feet to a 5/8-inch iron rod found at the beginning of a non-tangent curve to the right, having a radius of 70.00 feet and a chord bearing and distance of North 36 degrees 09 minutes 13 seconds West, 33.93 feet;

THENCE along said curve, and said right-of-way, an arc distance of 34.27 feet to a 1/2-inch iron rod capped "KAZ" set for corner;

THENCE North 22 degrees 07 minute 47 seconds West, with said right-of-way, a distance of 22.77 feet to a 1/2-inch iron rod capped "KAZ" set for corner, at the beginning of a non-tangent curve to the left, having a radius of 70.00 feet, and a chord bearing and distance of North 31 degrees 23 minutes 53 seconds West, 22.55 feet;

THENCE along said curve, and said right-of-way, an arc distance of 22.65 feet to a 1/2-inch iron rod capped "KAZ" set for corner, at the beginning of a non-tangent curve to the right, having a radius of 450.00 feet, and a chord bearing and distance of North 21 degrees 08 minutes 55 seconds West, 300.69 feet;

THENCE along said curve, and said right-of-way, an arc distance of 306.59 feet to a 1/2-inch iron rod capped "KAZ" set for corner;

THENCE North 01 degree 37 minutes 51 seconds West, with said right-of-way, a distance of 34.52 feet to a 1/2-inch iron rod capped "KAZ" set for corner, in the South right-of-way line of F.M. Road 407;

THENCE North 88 degrees 24 minutes 09 seconds East, with said right-of-way, a distance of 452.02 feet to a 1/2-inch iron rod capped "KAZ" set for corner;

THENCE South 01 degree 38 minutes 03 seconds East, a distance of 382.39 feet to the PLACE OF BEGINNING and enclosing 3.769 acres, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Rockwater Developments, LLC., acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as the RESERVE AT MEADOWLANDS, PHASE II, an addition to the City of Justin, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the purpose indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City of Justin. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, and said use by public utilities being subordinate to the Public's and City of Justin's use thereof. The City of Justin and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Justin and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Justin.

WITNESS, my hand, this 1<sup>st</sup> day of DECEMBER, 2020

Troy Lewis, President

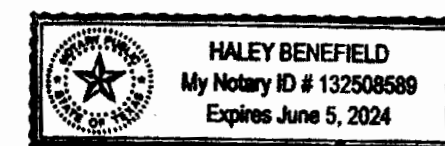
STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared, Troy Lewis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this 1<sup>st</sup> day of DECEMBER, 2020

Notary Public



STATE OF TEXAS

COUNTY OF DENTON

CERTIFICATE OF SURVEYOR

I, Michael R. Kersten, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my direction and supervision in accordance with the Subdivision Regulations of the City of Justin, Texas.

Michael R. Kersten, R.P.L.S. # 6677



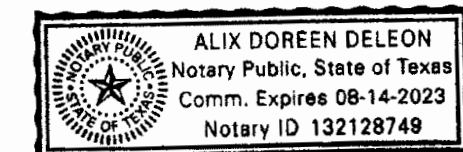
STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared, Michael R. Kersten, Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this 6<sup>th</sup> day of FEBRUARY, 2020

Notary Public



## FINAL PLAT RESERVE AT MEADOWLANDS, PHASE II

BEING 3.769 ACRES IN THE EDWARD  
F. SPRINGER SURVEY, ABSTRACT  
NUMBER 1166, IN THE CITY OF  
JUSTIN, DENTON COUNTY, TEXAS



1720 WESTMINSTER STREET  
DENTON, TX 76205  
(940) 382-3446  
TX FIRM REGISTRATION # 10002100

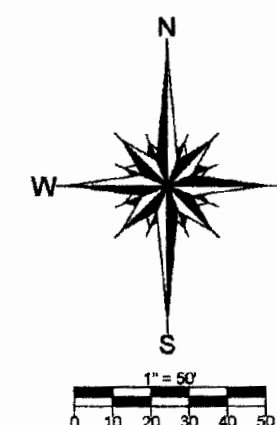
JOB NUMBER: 160746-002-PP  
CREW: NA  
DRAWN BY: HCI  
CHECKED BY: KAZ  
DATE: 10-23-2019

### REVISIONS:

NO.	DATE	DESCRIPTION

### LEGEND

UE = UTILITY EASEMENT  
DUE = DRAINAGE & UTILITY EASEMENT  
POSE = PUBLIC OPEN SPACE EASEMENT  
FF = FINISHED FLOOR  
BFE = BASE FLOOD ELEVATION  
FR = FOUND IRON ROD  
FWCAP = FOUND IRON ROD W/CAPPED  
SIRCAP = SET IRON ROD W/CAPPED  
I = PLAT OR DEED CALL  
PB = POINT OF BEGINNING



Filed for Record  
in the Official Records Of:  
Denton County  
On: 12/04/2020 1:35:54 PM  
In the Plat Records  
RESERVE AT MEADOWLANDS PHAS  
Doc Number: 2020 - 423  
Number of Pages: 1  
Amount: \$0.00  
Order#: 20201204000481  
By: DB



**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING AN AMENDMENT TO (SF-1 PD-508) PLANNED DEVELOPMENT FOR RESERVE AT MEADOWLANDS PHASE II HAVING THE LEGAL DESCRIPTION OF LOT 1-11 BLOCK A, LOT 1-5, LOT 6-X AND LOT 3-X, BLOCK B, DENTON COUNTY, TEXAS; PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the landowners of property of Reserve of Meadowlands PH II, having the legal description of Lot 1-11 Block A, Lot 1-5, Lot 6-X and Lot 3-X, Block B, Justin, Denton County, TX, request a Specific Use Permit for an Amendment to SF-1 Planned Development 508; 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 request for the residential development the Commission determined that the change of the proposed Planned Development Amendment was compatible with surrounding uses and the City's Future Land Use Plan 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 Planned Development 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, regulating property at the southwest corner of FM 156 and Centre Street with the legal description of Lot 1-11 Block A, Lot 1-5, Lot 6-X and Lot 3-X, Block B, Justin, Denton County, Texas, is amended as further described in the attached documents.

**Section 3. Applicable Regulations/Zoning Ordinance and Zoning Map Amended.** Development and use of the property 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.

---

Elizabeth Woodall, Mayor

ATTEST:

---

Brittany Andrews, City Secretary

Approved as to form:

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City Attorney

**From:** [mikedavis4](#)  
**To:** [Matthew Cyr](#)  
**Subject:** Reserve at Meadowlands Phase 2  
**Date:** Tuesday, April 18, 2023 7:48:03 AM

---

This email is to express our support of the proposed amendment to the Reserve at Meadowlands Phase 2. We encourage the P&Z Commision to approve this amendment. Thank you for your time and service to the City of Justin.

Mike and Alicia Davis  
103 Sage Dr, Justin

Sent from my Verizon, Samsung Galaxy smartphone

## **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement (this “First Amendment”) is entered into by JUSTIN 197 PARTNERS, LP, a Texas limited partnership (“Justin 197”), and the City of Justin, Texas, a home rule city (the “City”) (individually, a “Party,” and, collectively, the “Parties”), to be effective upon the Effective Date, as hereafter defined.

WHEREAS, the City and Justin 197 (as successor in interest to R&P Justin 198, LLC), entered into that certain Development Agreement effective June 11, 2021 (the “Agreement”), for approximately 196.712 acres of land situated in the William Cable Survey, Abstract No 285, the Warren A. Ferris Survey, Abstract No. 419 Denton County, Texas; and

WHEREAS, the Agreement provided for development of the Property as a master-planned single-family residential community with retail water and wastewater service by the City and annexation of the property; and

WHEREAS, Justin 197 agreed to make certain improvements to Boss Range Road to ensure adequate traffic capacity up to and including adding a third lane from FM 407 south to the end of the Justin 197’s property; and

WHEREAS, on November 8, 2022, Denton County voters authorized issuance of bonded debt for the improvement of roads in the County; and

WHEREAS, those improvements include \$4,500,000 for the widening of Boss Range Road; and

WHEREAS, the City wishes to request funding from Justin 197 in lieu of widening Boss Range Road to participate in the design costs for the project; and

WHEREAS, the City and Justin 197 wish to enter into this First Amendment to Development Agreement with respect to the widening of Boss Range Road.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations, and benefits herein contained, the City and Owner agree as follows:

**[The remainder of the page is intentionally left blank.]**



## AGREEMENT

1. A new Exhibit H, "MISCELLANEOUS CONDITIONS," referring to Boss Range Road is amended to read:

### Boss Range Road

Section 5.04 (b) describes the responsibility of the Developer for Boss Range Road Improvements. The Developer will provide funding in the amount of \$353,000 to the City that will be utilized for design of future improvements to Boss Range Road to be funded by Denton County in lieu of reconstructing half of Boss Range Road. Right-of-way dedication remains as stated in Section 5.04(b).

2. Developer agrees to make payment described in Section 1 of this agreement within 60 days of its approval.
3. Section 5.04 Roadways. Is amended to include (e) Street Sign Maintenance – Street sign maintenance will be in accordance with standards established on Exhibit J.
4. Section 12.13 Exhibits. is amended to include:

### Exhibit J

### Street Sign Maintenance

5. Except as amended in this First Amendment, the Development Agreement, as previously approved, shall remain in full force and effect in accordance with its terms.
6. Effective Date of this Agreement means the date on which all of the following events have occurred: (i) the City's City Council has approved this Amendment; (ii) the Parties have fully executed this Agreement.
7. This First Amendment shall be recorded in the real property records of Denton County, Texas.

**[The remainder of the page is intentionally left blank.]**

**EXHIBIT J**  
**STREET SIGN MAINTENANCE**



**March 17, 2023**

City of Justin  
c/o Josh Little, Public Works Director  
415 N. College Avenue  
Justin, Texas 76247

RE: Street Sign Maintenance  
The Preserve, Denton County, Texas

Dear Mr. Little,

Amalgamated Properties, LLC, through a related entity (Justin 197 Partners, LP) is the developer of The Preserve located within the city limits of Justin, Texas. Justin 197 Partners, LP, is the Declarant of The Preserve Justin Homeowners' Association, Inc. It is our desire to install decorative street poles and signage throughout the development and acknowledge that these exceed the City's minimum standard. The maintenance obligations for repair and replacement of these upgraded street poles and signage will be the responsibility of the homeowners' association. During time in which Justin 197 Partners, LP, is Declarant, if there is a period of time where there is a change or gap in the HOA manager, Justin 197 Partners, LP, will assume the maintenance obligations for repair and replacement of the street poles and signage.

The Preserve Justin Homeowners' Association, Inc.  
c/o RTI/Community Management Associates, Inc., "CMA"  
1800 Preston Park Blvd., Suite 200  
Plano, Texas 75093  
(972) 943-2800

Sincerely,

A handwritten signature in blue ink that reads 'Steven M. Fluker'.

**Steven M. Fluker**

Cc: Jean Sloan, CMA (via email)  
Shane White, BT Land (via email)

5055 Keller Springs Road, Suite 500  
Addison, Texas 75001

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its undersigned duly authorized representative in multiple copies on the date or dates indicated below.

**ATTEST:**

**CITY OF JUSTIN**

\_\_\_\_\_  
Brittany Andrews, City Secretary

By: \_\_\_\_\_  
Elizabeth Woodall, Mayor

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGALITY:**

\_\_\_\_\_  
City Attorney

STATE OF TEXAS                   §  
   §  
COUNTY OF DENTON           §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Elizabeth Woodall, Mayor of the City of Justin, Texas, on behalf of said city.

[SEAL]


\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**JUSTIN 197 PARTNERS, L.P.,**  
a Texas limited partnership

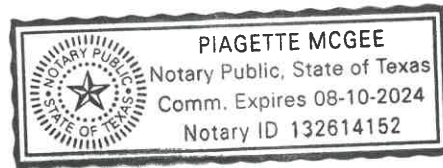
By: **JUSTIN 197 GP, LLC,**  
a Texas limited liability company,  
its general partner

By:   
John D. Hutchinson, President  
Date: 4/26/23

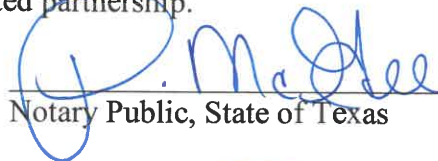
STATE OF TEXAS

COUNTY OF Dallas

§  
§  
§



This instrument was acknowledged before me, on the 26<sup>th</sup> day of April, 2023, by John D. Hutchinson, President of Justin 197 GP, LLC, a General Partner of Justin 197 Partners, L.P., on behalf of said limited partnership.

  
Notary Public, State of Texas

[SEAL]

Printed Name: Piagette McGee  
My Commission Expires: 8/10/24

City Council Meeting

May 9, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 7

Title: **PUBLIC HEARING:** Public hearing to consider an amendment to the Planned Development (SF-2 and GB PD-722) for LaDera Farms legally described as A0439A M. GARNETT, TR 3, 53.182 ACRES, OLD DCAD TR 2 and A0439A M. GARNETT, TR 3D, 6.483 ACRES.

Department: Development

Contact: Director of Planning and Development, Matt Cyr

---

Recommendation: Staff recommends consideration based on the request. If City Council is to approve the item, Staff recommends approving with the condition that the Paving Exhibit be included as part of the Planned Development documentation.

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P&Z Recommendation: The Planning and Zoning Commission recommended approval by a 3-2 vote on April 18, 2023, with the condition that the Paving Exhibit be inserted into the Planned Development documentation and the concrete be extended to reach the intersections of the streets as outlined in the Paving Exhibit.

The Conversation centered around the following topics: if fiscal consideration should be the sole driver for the change and if pavement in this area is harmonious with the other developments within town. Other comments were made about the City not maintaining the pavement and the use being less intense as well.

---

Staff Analysis:

Overall, the difference between asphalt and concrete is that asphalt is less durable than concrete and an inferior product. With proper maintenance, asphalt can typically last around 30 years. Alternatively, concrete provides a sturdy, long-lasting option and can last more than 50 years. However, the roads within LaDera are planned to be

private since it is a gated community and traffic will be less intensive based on the use. The ultimate question is whether the Commission and Council want to approve a change from the current Planned Development to allow asphalt as an option.

---

Background:

The Applicant is requesting to amend the Planned Development that was approved on December 13, 2023, to allow for asphalt roads. Currently, the Planned Development conditions prohibit asphalt and requires concrete for the roads.

The developer plans to utilize asphalt (Street Section B) for the majority of the development. An exhibit will be provide during the presentation for the Commission.

The development is a privately maintained development, which means the City is not responsible for the maintenance of the roads.

---

City Attorney Review: N/A

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Attachments:

1. P&Z Staff Report
2. Supporting Documentation
3. Proposed Ordinance

**PLANNING & ZONING COMMISSION MEETING**  
Staff Report  
April 18, 2023

**STAFF CONTACT:** Matt Cyr, Director of Planning and Development Services

**PROJECT:** Consider and act upon a recommendation to City Council for an amendment to the Planned Development (SF-2 and GB PD-722) for LaDera Farms legally described as A0439A M. GARNETT, TR 3, 53.182 ACRES, OLD DCAD TR 2 and A0439A M. GARNETT, TR 3D, 6.483 ACRES.

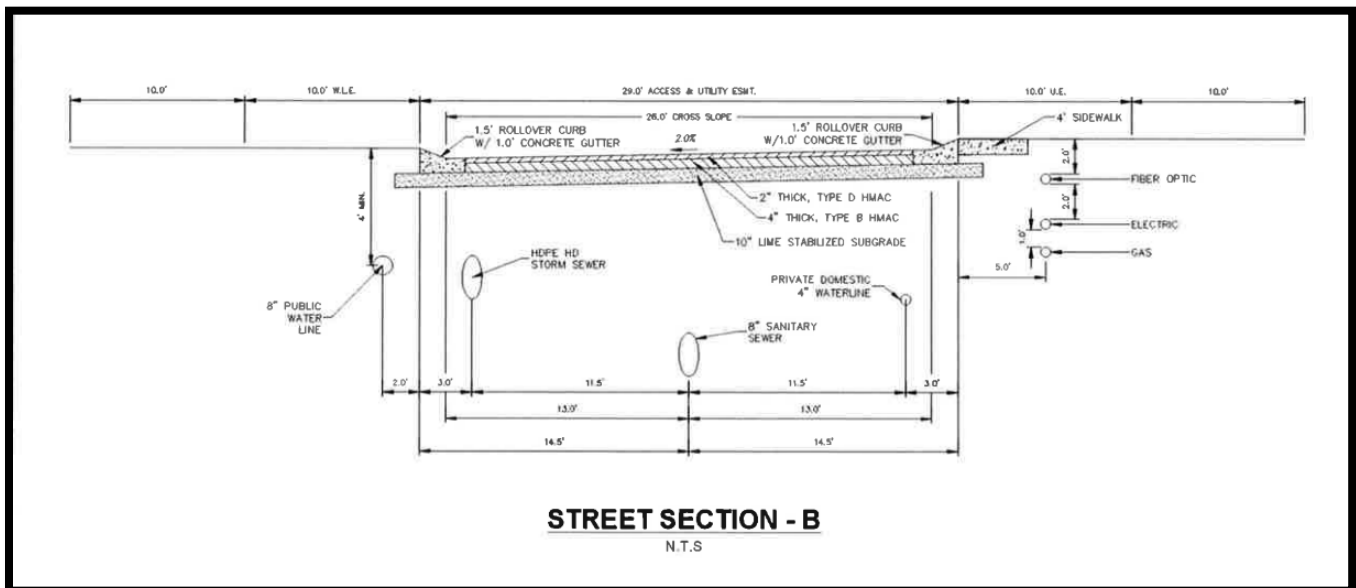
**APPLICANT:** Justin Lansdowne; McAdams, John Delin (Developer); Integrity Groups

**EXECUTIVE SUMMARY:**

The Applicant is requesting to amend the Planned Development that was approved on December 13, 2023, to allow for asphalt roads. Currently, the Planned Development conditions prohibit asphalt and requires concrete for the roads. The developer plans to utilize asphalt (Street Section B) for the majority of the development. An exhibit will be provide during the presentation for the Commission.

The development is a privately maintained development, which means the City is not responsible for the maintenance of the roads.

**PROPOSED STREET SECTION:**



**ACTION CONSIDERED:**

- 1) The Commission is to make a recommendation to City Council to approve, approve with conditions, table with clarification and intent, or deny the variance requests

**STAFF ANALYSIS:**

Overall, the difference between asphalt and concrete is that asphalt is less durable than concrete and an inferior product. With proper maintenance, asphalt can typically last around 30 years. Alternatively, concrete provides a sturdy, long-lasting option and can last more than 50 years. However, the roads within LaDera are planned to be private since it is a gated community and traffic will be less intensive based on the use. The ultimate question is whether the Commission and Council want to approve a change from the current Planned Development to allow asphalt as an option.

**STAFF RECOMMENDATION:**

Staff recommends consideration based on the request.

**ATTACHMENTS:**

1. Supporting Documentation
2. Proposed Ordinance



April 4, 2023

City of Justin  
Matt Cyr  
Director of Development Services  
415 N College Avenue  
Justin, TX 76247  
**RE: Ladera at Timberbrook PD Amendment**

Dear Matt Cyr,

On behalf of our client John Delin with Integrity Group, we respectfully submit the attached amended Development Regulations for Ladera at Timberbrook.

The proposed changes to the PD are to modify Exhibit C LADERA AT TIMBERBROOK MILESTONE CHURCH DEVELOPMENT REGULATIONS to add a "Street Section – B" in Tract 1, Section XII - Streets and Access. This new street section makes use of asphalt pavement.

If you have any questions or need any further information please let us know.

Sincerely,

**MCADAMS**



Justin Lansdowne, PE  
Senior Project Manager

## SELECT APPLICATION TYPE

☐ Zoning Change
 ☐ Special Use Permit
 ☒ Planned Development

## DEVELOPMENT

Project Address West of Timberbrook Pkwy, North of 407  
 Project Name LADERA AT TIMBERBROOK  
 Legal Description 37.216 AC IN MARGARET GARNETT SURVEY, AB-439, JUSTIN, TX Acreage 32.6  
 Current Zoning PD-LADERA TIMBERBROOK Proposed Zoning CHANGING TO ASPHALT STORAGE  
 Current Use PD-LADERA TIMBERBROOK Proposed Use " " " "

## OWNER INFORMATION

Company/Name JT LADERA, LLC  
 Contact Name JOHN DELIN  
 Address 361 W. BYRON NELSON BLVD., SUITE 104 City ROANOKE State TX Zip 76262  
 Phone 817.919.8111 Email JOHN@INTEGRITYGROUPPS.COM


For additional owners, please include additional copies of this page. The property owner MUST sign the application or submit a notarized letter of authorization.

## REPRESENTATIVE/AGENT INFORMATION

Company McAdams Contact Name Justin Lansdowne  
 Address 201 COUNTRY VIEW DR City ROANOKE State TX Zip 76262  
 Phone 940.390.0355 Email jlanstowne@mcadamsco.com

## CERTIFICATION

I certify that the above information is correct and complete to the best of my knowledge and ability, and that I will be fully prepared to present the proposal at a Planning and Zoning Commission and City Council public hearing. I reserve the right to withdraw this proposal at any time by filing a written request with the Development Services Department.

  
 Owner Signature \_\_\_\_\_ Date 04-03-23  
  
 Agent Signature \_\_\_\_\_ Date 4/4/23

JOHN DELIN  
 Owner Name (Print)  
JUSTIN LANSDOWNE  
 Agent Name (Print)

## APPLICATION SUBMITTAL REQUIREMENTS

Applications submitted without original signatures and all required documents and information will not be reviewed and will be returned to the applicant for revision. Please be sure that all required items are included for the type of application requested.

Zoning information is available online in Chapter 52 of the City of Justin Code of Ordinances. If you have questions about the application process or any submittal requirements, please call the Development Services Department at (940) 648-2541 Ext. 5.

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**ALL APPLICATIONS must be submitted to [development@cityofjustin.com](mailto:development@cityofjustin.com).**

The following items are required with all types of applications:

- ☐ Zoning Application form.
- ☐ Application filing fee as required by the City of Justin Fee Schedule. This fee is non-refundable.
- ☐ One digital copy of the subdivision plat (if the property is platted)
- ☐ If request is for (i) a portion of a platted lot, or (ii) an unplotted lot, surveyed site boundary dimensions (metes and bounds) and gross acreage determined by a licensed surveyor must be provided electronically in PDF format and paper copy.
- ☐ Original paid receipt or tax certificate indicate that the property taxes have been paid for the property. The certificate may be obtained for a fee from the Denton County Tax Office at
- ☐ Completed trip generation data form, if requested by the City Engineer. This will be used to determine if a traffic impact analysis will be required for the development.
- ☐ If the ownership does not match the ownership on the Denton County Appraisal District website, a warranty deed shall be submitted with this application. Please verify ownership prior to submitting the application.
- ☐ Additional information may be requested by the Development Review Committee if deemed essential for review and consideration by the Planning and Zoning Commission and City Council.
- ☐ Additional application submittal requirements, based on the specific type of application (see below)

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## ZONING CHANGE

- ☐ Zoning exhibit indicating the proposed land area of the zoning area request. The exhibit must show the abutting properties, adjacent streets, and all structures on the property. A copy of a subdivision plat or a copy of a property survey less than two years old will satisfy this requirement.

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## PLANNED DEVELOPMENT

- ☒ A written statement describing what the applicant wants to achieve in the development of the property and how the proposal conforms to the development standards established in Chapter 52 Article IV. Planned Developments of the City Code of Ordinances. This statement should be prepared as a narrative description of the character of the proposed development and rationale behind the assumptions and choices made by the applicant, including the use and ownership of open spaces. This is the applicant's opportunity to describe what they want to do with the property and why. The applicant may also submit drawings, photographs, company information and other relevant material with the application.
- ☐ Confirmation of the required pre-submittal meeting with City staff.
- ☐ A Site Plan showing the items indicated in the technical requirements described below for SITE PLAN.

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## SPECIAL USE PERMIT

- ☐ A written statement describing what is to be achieved in the development proposal for the property.
- ☐ Site Plan showing the items indicated in the technical requirements described below for SITE PLAN.

## SITE PLAN

Applications requiring a site plan must show the items indicated in the technical

- ☐ **SITE LAYOUT**
  - o Location map, north arrow, graphic and written scale (not less than 1" = 60').
  - o Existing zoning and land use of the properties adjacent to the site.
  - o Existing structures on the site, indicating setbacks from property lines.
  - o Proposed land uses and building locations, indicating setbacks from property lines.
  - o Square footage, acreage, and density of all proposed land use and lots.
  - o Location and gross area of all streets, sidewalks, and other paved surfaces and its percentage of total property area.
  - o Gross area of open space area and recreational areas and its percentage of total property area.
  - o Existing and proposed public and private rights-of-ways, easements, access points into the property, and street names.
  - o Calculations and location of all off-street parking and loading facilities.
  - o Location, type, and elevation drawings of all signs, including ground and building-mounted signs.
  - o For residential uses, the number, type, and density of each type of dwelling unit (i.e., single-family, multi-family, townhouse, etc.).
- ☐ **LANDSCAPE PLAN**
  - o Plans demonstrating compliance with standards described in Chapter 52, Zoning of the City's Code of Ordinances, showing all required and proposed landscape setbacks, buffer yards, screening, and fencing.
  - o Tree preservation plan per Chapter 52, Zoning of the City of Justin Code of Ordinances if protected trees are present on the property.
- ☐ **BUILDING ELEVATIONS**
  - o Plans demonstrating compliance with standards for exterior appearance quality as described in Chapter 52, Zoning of City of Justin Code of Ordinances.
  - o Elevation drawings of all sides of building, showing dimensions, height, building materials, color, texture, and design.
  - o Percentage calculations of building materials for each facade.
- ☐ **PHOTOMETRIC PLAN**
  - o Plans demonstrating compliance with standards described in the Zoning Chapter.
  - o Location, type, and number of all exterior lighting, including building and pole mounted fixtures.
  - o Lighting manufacturer specifications or cut sheets of each type of luminaire equipment.
  - o Calculations and analysis of anticipated light distribution generated by all exterior lights.
- ☐ **ENGINEERING PLANS**
  - o Civil engineering plans for all public and private improvements for water, sanitary sewer, storm-water, grading, and drainage. Plans must demonstrate compliance with the City of Justin TCSS Manual.
  - o Traffic impact analysis or traffic circulation analysis, if required by the City Engineer for this property.

**EXHIBIT "C"**

**LADERA AT TIMBERBROOK**

**MILESTONE CHURCH**

**DEVELOPMENT REGULATIONS**

**Planned Development – 41.217 Acres**

**I. PURPOSE**

This Planned Development includes two tracts of land as shown on Exhibit "A".

Tract 1 is planned as Ladera at Timberbrook is a proposed aged-restricted, low-maintenance gated, single family home, residential community integrated with quality amenities such as walking trails, activity center "The HUB", with pool, pickle ball courts, an additional activity building called "The Shack", amenity pond, parks, and open space areas that provide for an enhanced quality of life for active adults seeking a lock and leave, low-maintenance lifestyle within the City of Justin.

Tract 2 is planned as Milestone Church, which is an approximately fifty thousand (50,000) square foot church. The church is planning on having an entrance/exit onto Timberbrook Parkway as well as FM 407.

The development regulations herein apply to either Tract 1 or Tract 2 as indicated.

**II. DEVELOPMENT PLAN**

Each tract shall be developed in accordance with the Timberbrook Planned Agreement and then the City of Justin regulations unless stated otherwise herein or shown otherwise on the Development Plan (Exhibit "D"), Elevations and Floorplans (Exhibit "E"), and Landscape Plans (Exhibit "F").

**TRACT 1- LADERA AT TIMBERBROOK**

The following standards shall apply to Tract 1, Ladera at Timberbrook.

**III. USES**

A. Permitted Uses - The following uses shall be permitted by right:

- 1) Single Family Detached Dwelling- Shall be age restricted to residents 55 years of age and older.
- 2) Two-Family Residential- Two family attached dwelling units
- 3) Activity Center (HUB)
- 4) Community Pool
- 5) The Shack (reduced size additional amenity building)

B. Accessory Uses - The following uses shall be permitted as accessory uses:

- 1) Gazebos
- 2) Pavilions
- 3) Tennis and Sport Courts

**EXHIBIT "C"**

4) Accessory Buildings

5) Pond

**IV. CONDOMINIUM ASSOCIATION**

A Condominium Owners Association (COA) shall be required and shall be responsible for the maintenance of the common areas, entry features, accessory structures, and perimeter fencing and landscaping.

**V. LANDSCAPE SETBACK REQUIREMENTS**

There shall be a landscape setback with a minimum width of twenty (20) feet from the perimeter property line to a residential structure. Trails shall be permitted within the landscape easement.

**VI. AREA REQUIREMENTS**

Ladera at Timberbrook is a condominium community and individual dwelling units will not be platted into individual residential lots. The site will remain as one lot with approximately one hundred and fifty-seven (157) dwellings units. There shall not be more than five (5) five-family residential buildings, ten (10) dwelling units total. Therefore, the reference to setbacks shall be used as building separation from other buildings and from the private street.

Side Yard Setback (Between Buildings)	Front Yard Setback (Front of Building to Back of Curb)	Rear Yard Setback (Between Buildings)
6' Minimum	20' Minimum	20' Minimum

**VII. DEVELOPMENT AND PERFORMANCE STANDARDS**

Minimum Lot Size	Minimum Lot Width	Minimum Lot Depth	Maximum Height	Maximum Lot Coverage (percent of lot area)	Minimum Dwelling Size (square feet)
N/A	N/A	N/A	35' or 2 ½ Stories	65%*	1,100**

\* Lot Coverage based on total building coverage (excluding accessory uses) for the entire 41.217-acre site.

\*\* Air-conditioned space.

**VIII. RESIDENTIAL DENSITY**

The gross residential density for Ladera at Timberbrook not exceed five (5) units per gross acre (du/ac). Residential density shall be calculated using the gross land area of thirty two (32) acres.

**EXHIBIT "C"**

**IX. BUILDING DESIGN**

- A. The dwelling units and activity center shall be generally constructed in accordance with the building elevations shown in Exhibit "E".
- B. Residential buildings and the activity center shall be a total of eighty (80) percent masonry including brick or stone on the main floor. An exception to that requirement is the Activity Center and Shack shall have a minimum of fifty (50) percent masonry.
- C. Minimum roof pitch of residential structures shall be 4:12 for rear elevations and 8:12 minimum for front elevations, with exceptions to dormers and shed roofs.
- D. Mailboxes shall be cluster boxes of 14 or greater boxes. Sufficient structural support to keep the mailbox upright is required. Mailboxes may be made from metal.
- E. Cementitious fiberboard may constitute up to one hundred (100) percent of the exterior facades of stories other than the first floor.
- F. Attached Pergolas and Patio Covers shall be permitted and shall extend no more than five (5) feet into the rear yard.

**X. TRAILS, SCREENING AND LANDSCAPING**

Screening and landscaping shall be generally installed in accordance with the Landscape Plan, Exhibit "F" in addition to the following:

- A. There shall be an ornamental metal fence or pre-cast (Simtek) wall of at least six (6) feet in height located around the perimeter of the property. The Simtek will be on the North and South side of the project, as detailed on the site plan. The West side will be six (6) foot ornamental metal fencing. The East side will be a combination of ornamental metal and masonry columns.
- B. Each front yard shall have one (1) canopy tree with a minimum caliper size of four (4) inches, as measured six (6) inches above grade, from the approved plant list for the City of Justin.
- C. Residential fencing shall consist of ornamental metal or vinyl and have a minimum height of four (4) feet and a maximum height of six (6) feet.
- D. Residential fencing shall be permitted within the twenty foot (20) perimeter landscape buffer.
- E. There shall be a minimum of twenty (20) foot landscape buffer between Tract 1 and Tract 2. The following standards shall apply for every one hundred (100) linear feet of landscape buffer length:
  - a. There shall be a minimum of two (2) canopy trees.

**EXHIBIT "C"**

- b. There shall be a minimum of three (3) understory trees.
  - c. There shall be a minimum of twelve (12) screening shrubs.
  - d. There shall be a six foot (6') pre-cast (Simtek) wall on the Tract 1 side of the property.
- F. There shall be a minimum twenty (20) foot landscape buffer along Timberbrook Parkway. The following standards shall apply for every one hundred (100) linear feet of landscape buffer length:
- a. There shall be a minimum of four (4) canopy trees.
  - b. There shall be a minimum of four (4) understory trees.
  - c. There shall be a minimum of ten (10) screening shrubs.
  - d. There shall be a six foot (6') ornamental metal fence with masonry columns.
  - e. Berms shall not be required.
- G. There shall be no fences on or within the trail.
- H. A Landscape Plan with tree species shall be submitted at the time of Construction Plans.

**XI. PARKING**

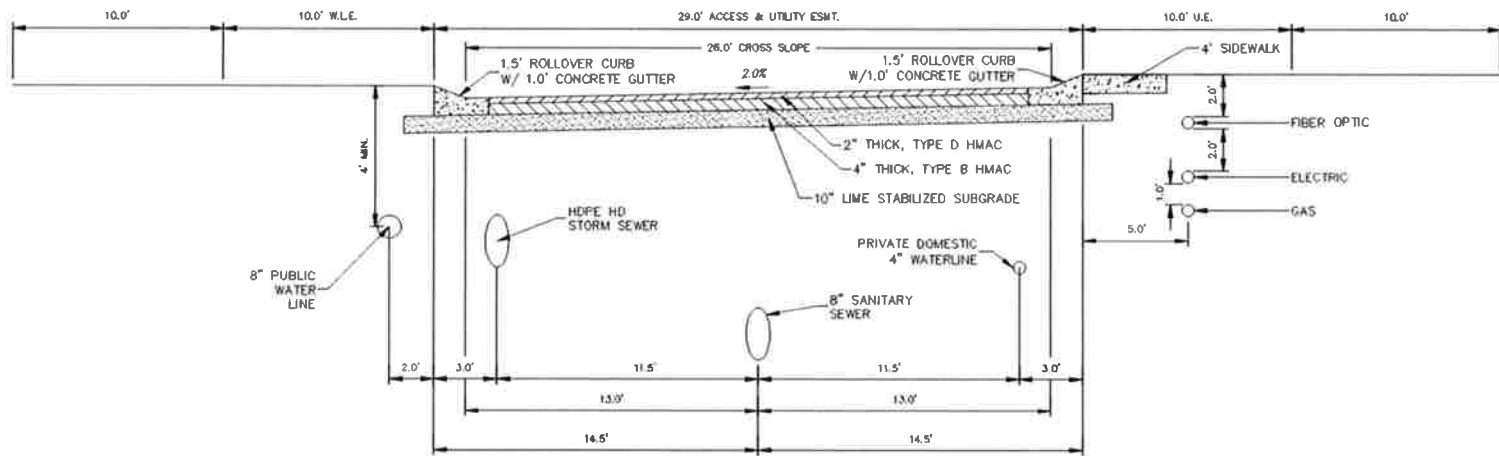
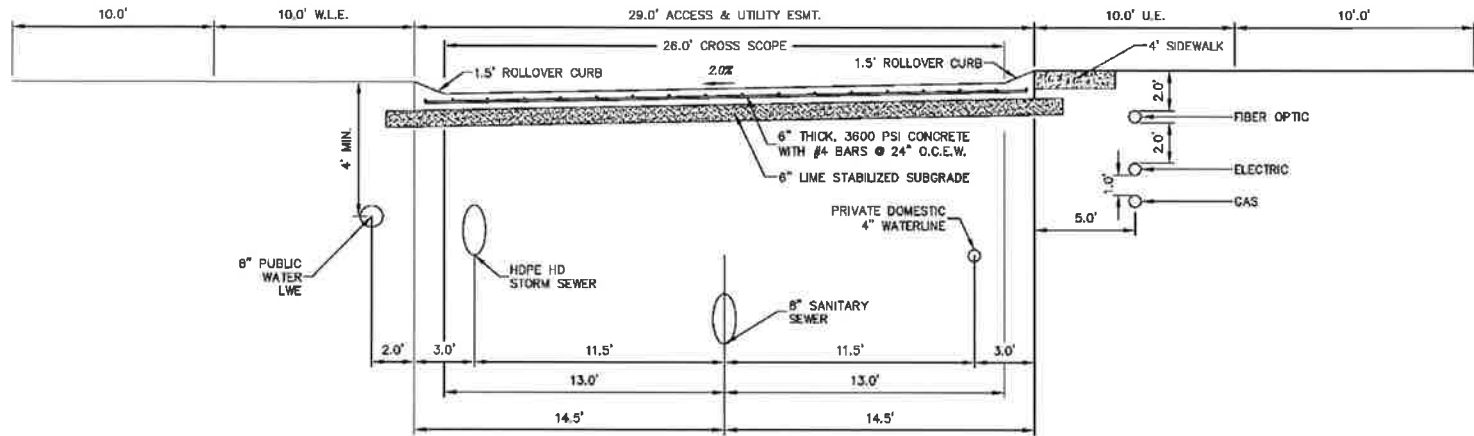
Off street parking shall be allowed in areas shown on the approved Development Plan, Exhibit "D".

**XII. STREETS AND ACCESS**

- A. The proposed streets shall be privately maintained by the Condominium Association of Ladera of Timberbrook.
- B. The private streets shall conform to the street sections shown below.
- C. All storm and streets shall be labeled private and maintained by the Condominium Owners Association.



EXHIBIT "C"



**EXHIBIT "C"**

**XIII. OPEN SPACE**

The minimum required designated open space area shall be thirty percent (30%) of the gross land area.

- A. The perimeter landscape buffer shall be counted toward open space.

**XIV. EXHIBITS**

All attached Exhibits to be adopted by this ordinance.

**TRACT 2- MILESTONE CHURCH**

**I. LANDSCAPE AND BUFFER REQUIREMENTS**

Screening and landscaping shall be generally installed in accordance with the Landscape Plan. Exhibit "F" in addition to the following:

- A. The interior landscaping area of the property shall be a minimum of ten percent (10%).
  - a. Detention and Retention ponds shall be counted toward interior landscaping.
  - b. Street buffer trees shall be counted toward the total plant count.
- B. Interior Landscape Planting Requirements are as follows:
  - a. One canopy tree per six hundred (600) square feet of the required ten percent (10%) of the interior landscape, planted a minimum of twelve feet (12') on center.
  - b. One understory tree per three hundred (300') square feet of the required ten percent (10%) of the interior landscape, planted a minimum of eight feet (8') on center
  - c. Shrubs shall be planted along the street frontage and along parking isles where applicable.
  - d. There shall be no ground cover requirement.
- C. There shall be a twenty (20') foot landscape buffer along FM 407. The following standards shall apply for every one hundred (100) linear feet of landscape buffer:
  - a. There shall be a minimum of four (4) canopy trees.
  - b. There shall be a minimum of four (4) understory trees.
  - c. There shall be a minimum of ten (10) screening shrubs.
  - d. There shall be no fencing requirement.
  - e. Three foot (3') berms shall not be required.

**EXHIBIT "C"**

- D. A Landscape Plan with tree species shall be submitted at the time with Construction Plans.

**II. Non-Residential Design Standards**

- A. The total exterior wall surface of all main building facing public streets shall have a minimum of seventy-five (75) percent stone construction, excluding windows and doors.
- B. The maximum building height shall be forty (40') feet.
- C. The façade adjacent to a street shall be constructed of a minimum of seventy-five (75) percent of the following materials including but not limited to:
  - a. Stone
  - b. Cast stone
  - c. Decorative concrete stamped and stained to resemble the appearance of stone.
  - d. Or similar
- D. Accent materials for the architectural details shall be in conformance with the architectural style of the main building. There shall be no old west material required.
- E. Along the façade adjacent to the street, buildings shall provide an awning with a pitch of no greater than 2:12, for fifty (50) percent of the frontage which projects no less than six (6) feet from the building face, with no required posts.
- F. Old West detail devices shall not be required.
- G. In lieu of "old west" detail devices not being required the church will work with the City of Justin to add enhancements to the building and to the landscaping.

**III. Signage**

- A. The total area of the building mounted sign facing FM 407 shall be three hundred (300) square feet.
- B. Monument Signage shall be permitted within the landscape buffer along FM 407.
- C. Signage shall be permitted separately.

**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING AN AMENDMENT TO THE PLANNED DEVELOPMENT FOR LADERA FARMS AND MILESTONE CHURCH HAVING THE LEGAL DESCRIPTION AS OLD DCAD TR 2 AND A0439A M. GARNETT, TR 3D GENERALLY LOCATED NORTHEAST FROM THE INTERSECTION OF STRADER LANE AND FM 407, DENTON COUNTY, TEXAS; PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the landowners authorized the applicant of property legally described as OLD DCAD TR 2 and A0439A M. GARNETT, TR 3D generally located northeast from the intersection of Strader Lane and FM 407, Justin, Denton County, TX, for a Planned Development amendment to allow asphalt as an option for roads; 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 request the Commission determined that the proposed Planned Development was compatible with surrounding uses and the City's Future Land Use Plan 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 Planned Development 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, regulating property legally described as OLD DCAD TR 2 and A0439A M. GARNETT, TR 3D generally located northeast from the intersection of Strader Lane and FM 407, Justin, Denton County, Texas, is amended to establish a Planned Development as further described in the attached documents.

**Section 3. Applicable Regulations/Zoning Ordinance and Zoning Map Amended.** Development and use of the property 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.

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Elizabeth Woodall, Mayor

ATTEST:

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Brittany Andrews, City Secretary

Approved as to form:

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City Attorney

City Council Meeting

May 9, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 8

Title: Consider and take appropriate action regarding appointment to and membership of the Parks and Recreation advisory board.

Department: Administration

Contact: Public Works Administrative Coordinator, Kira Sedivy

Recommendation: Appoint Tara Osborne to Place 3 on the Parks and Recreation Board.

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Background: Currently, there are 3 vacancies on the board. The Park Board has recommended Tara Osbornes application for approval before City Council.

Tara Osbornes' application is attached for reference, and she has been invited to attend the meeting.

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City Attorney Review:

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Attachments:

Tara Osborne application

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Brittany Andrews](#); [Abbey Reece](#)  
**Subject:** Online Form Submittal: Board, Commission & Committee Application  
**Date:** Sunday, April 2, 2023 8:37:49 PM

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## Board, Commission & Committee Application

First Name	Tara
Last Name	Osborne
Address	506 Ranchwood Drive
City	Justin
State	TX
Zip Code	76247
Mailing Address (If different)	506 Ranchwood Dr
City	Justin
State	TX
Zip Code	76247
Phone Number	5129655643
Email Address	Taraeosborne@gmail.com
Are you over the age of 18?	Yes
Are you a registered voter?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	Hospitality consultant / RCS hospitality group
Education, Licenses, or Certifications	Elementary education
	No

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

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

Parks and Recreation Board

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

Event Committee

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 am most interested in assisting in the parks committee. I have a background in general management at a private country club. I've taken on numerous capex projects such as- assisting with the entire process of budgeting & building amenities, such as,

a recreational lake club with playground, and lake activities.

Club restaurant opening, including budgeting, training, design and implementation.

Pickleball courts at most recent private club, including budgeting, construction progress and set up.

Opening of resort style pool facility; including budgeting process, restaurant, tennis courts, fitness facility

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

I have had a 18 year career in the private club industry. I was an event coordinator, food and beverage director, asst GM and director of club operations. I oversaw large projects and feel this experience would be helpful in developing our beautiful city parks and recreation opportunities. I also have two children in elementary school and involved in community sports. I feel this gives me a great insight to what would be a great fit for our community.

Thank you for the opportunity and consideration!

Do you or any member of your immediate family residing in your household, hold a

No



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?

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

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No

Are there any criminal charges or proceedings pending against you?

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No

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

---

Tara Osborne

Date of Submission

---

4/2/2023

Email not displaying correctly? [View it in your browser.](#)

City Council Meeting

May 9, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 9

Title: Consider and take appropriate action upon a Preliminary Plat for Wildflower Ridge Addition Lots 1-12, Block A generally located northwest from Boss Range Road and Range Road.

Department: Development

Contact: Director of Planning and Development, Matt Cyr

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Recommendation:

Staff recommends approval. The application was updated on April 14, 2023, to include the preliminary plat with the required 50' Right-of-Way. The Preliminary plat meets all other requisite conditions.

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P&Z Recommendation:

The Planning and Zoning Commission unanimously recommended approval on April 18, 2023.

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Background:

The Applicant is requesting a preliminary plat in the Extraterritorial Jurisdiction (ETJ) to create twelve lots ranging from 2 acres to 4.09 acres. The City will not be providing any services to the property (water, sewer, roads).

A proposed Developers Agreement was submitted to Staff to bring to City Council in the middle of 2022 for this piece of property and an additional piece of property. However, an agreement for a larger subdivision could not be reached between the developer and the City. Therefore, the owner of the property is proposing a twelve lot subdivision without city services.

---

#### STAFF ANALYSIS:

The twelve-lot proposed subdivision is outside City limits and in the ETJ. According to State Law, cities can only enforce the subdivision regulations (Infrastructure and roads) on properties in the ETJ. After thorough review, all of the requisite conditions are met except for the 50' ROW dedication off of Range Road.

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#### ACCESS & SERVICES:

There is one access point off of Range Road and a 60' private access easement for the development. The services utilized will be septic and well water, which is permitted through Denton County and TCEQ.

City Attorney Review: N/A

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#### ROW DEDICATION:

According to the Comprehensive Plan Range Road is considered a Minor Arterial roadway. The street section requires a 50' ROW from the center line (the other 50' will be acquired from the other property on the other side of Range Road, when developed) to plan for improving Range Road in the future.

The Preliminary Plat does show the 50' ROW dedication.

#### Attachments:

1. P&Z Staff Report
2. Supporting Documentation



## PLANNING & ZONING COMMISSION MEETING

Staff Report  
April 18, 2023

**STAFF CONTACT:** Matt Cyr, Director of Planning and Development Services

**PROJECT:** Consider and act upon a Preliminary Plat for Wildflower Ridge Addition Lots 1-12, Block A generally located northwest from Boss Range Road and Range Road.

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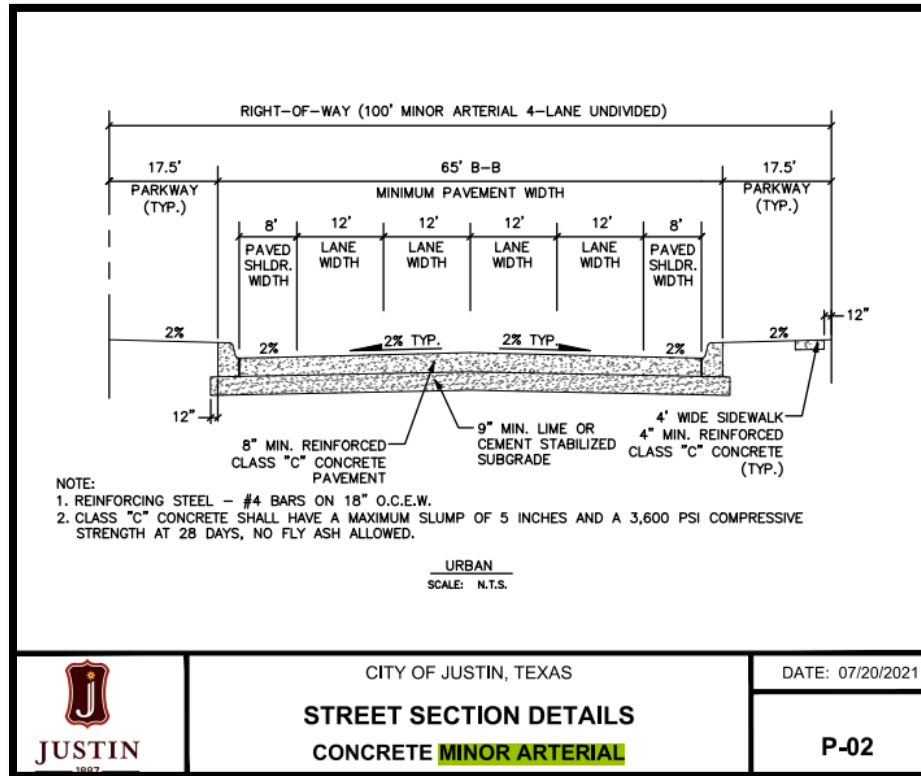
**APPLICANT:** Jeremy Blad, Valley Quest Design; Dan Jenkins, New Core Development (owner)

**EXECUTIVE SUMMARY:** The Applicant is requesting a preliminary plat in the Extraterritorial Jurisdiction (ETJ) to create twelve lots ranging from 2 acres to 4.09 acres. The City will not be providing any services to the property (water, sewer, roads).

**DETAILS:** A proposed Developers Agreement was submitted to Staff to bring to City Council in the middle of 2022 for this piece of property and an additional piece of property. However, an agreement for a larger subdivision could not be reached between the developer and the City. Therefore, the owner of the property is proposing a twelve lot subdivision without city services.

**ACCESS & SERVICES:** There is one access point off of Range Road and a 60' private access easement for the development. The services utilized will be septic and well water, which is permitted through Denton County and TCEQ.

**ROW DEDICATION:** According to the Comprehensive Plan Range Road is considered a Minor Arterial roadway. The street section requires a 50' ROW from the center line (the other 50' will be acquired from the other property on the other side of Range Road, when developed) to plan for improving Range Road in the future. Currently, the Preliminary Plat does not show this, however, the Applicant has stated they are willing to dedicate the requisite 50'. Staff is expecting an updated preliminary plat to be submitted no later than April 13, 2023.



## ACTION CONSIDERED:

- 1) Make a recommendation to City Council to approve, approve with conditions, table with clarification and intent or deny.

## STAFF ANALYSIS:

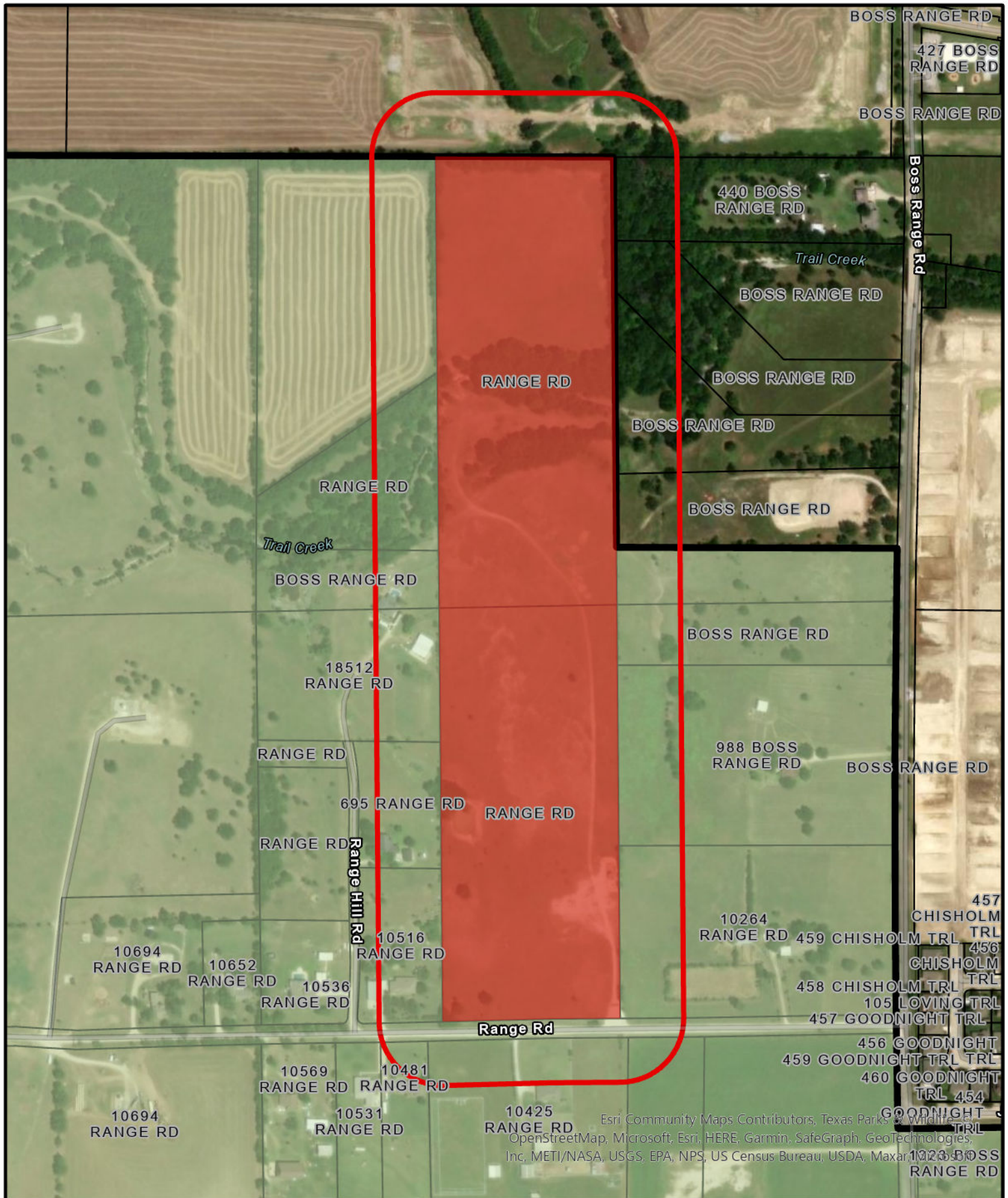
The twelve-lot proposed subdivision is outside City limits and in the ETJ. According to State Law, cities can only enforce the subdivision regulations (Infrastructure and roads) on properties in the ETJ. After thorough review, all of the requisite conditions are met except for the 50' ROW dedication off of Range Road.

## STAFF RECOMMENDATION:

Staff recommends approval. The application was updated on April 14, 2023, to include the preliminary plat with the required 50' Right-of-Way. The Preliminary plat meets all other requisite conditions.

## ATTACHMENTS:

- (A) Map
- (B) Supporting Documentation



## Legend

- Wildflower Ridge
- 200ft Notice Radius

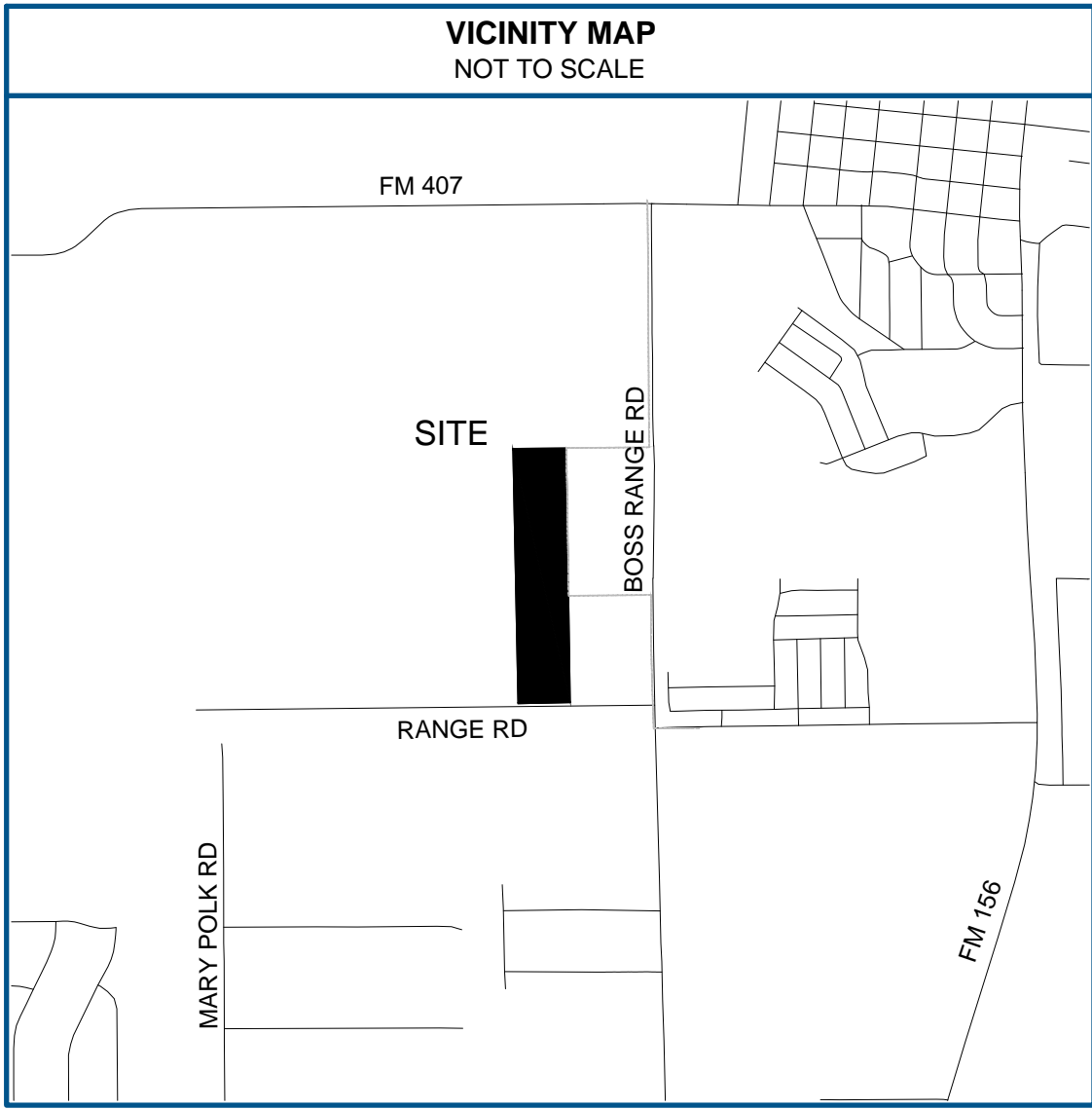
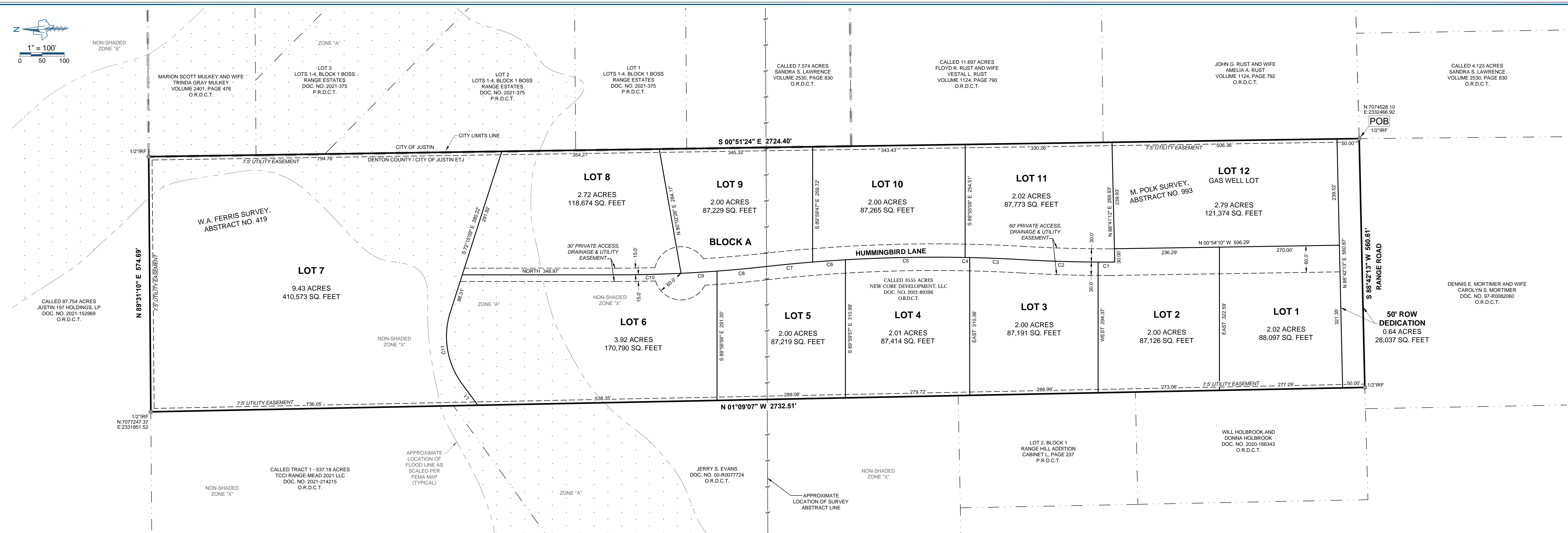
0 190 380 570  
US Feet



## Wildflower Ridge Proposed Preliminary Plat

Dated: 04/05/23





LEGEND	
PG	= PAGE
VOL	= VOLUME
POB	= POINT OF BEGINNING
IRF	= IRON ROD FOUND
DOC. NO.	= DOCUMENT NUMBER
O.R.D.C.T.	= OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	= PLAT RECORDS, DENTON COUNTY, TEXAS

#### OWNER'S CERTIFICATE

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, **NEW CORE DEVELOPMENT, LLC** is the owner of a 35.55 acre tract of land out of the W.A. Ferris Survey, Abstract Number 419 and the M. Polk Survey, Abstract Number 993 situated in Denton County, Texas and being all of a called 35.55 acre tract of land conveyed to New Core Development, LLC by General Warranty Deed with Vendor's Lien of record in Document Number 2022-89395 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2" iron rod found in or near the center of Range Road at the Southwest corner of a tract of land conveyed to John G. Rust and wife Amelia A. Rust by deed of record in Volume 1124, Page 792 of said Official Public Records, the Northwest corner of a called 4.123 acre tract of land conveyed to Sandra S. Lawrence by deed of record in Volume 2530, Page 830 of said Official Records, the Northeast corner of a tract of land conveyed to Dennis E. Mortimer and Carolyn S. Mortimer by deed of record in Document Number 97-R0082060 of said Official Records, also being the Southeast corner of said 35.55 acre tract

**THENCE** S 88°42'13" W, along or near the center of Range Road, being the North line of said Mortimer tract, also being the common South line of said 35.55 acre tract, a distance of 560.61 feet to a 1/2" iron rod found at the Southwest corner of a tract of land conveyed to Will Holbrook and Donna Holbrook by deed of record in Document Number 2020-166343 of said Official Records, also being the Southwest corner of said 35.55 acre tract;

**THENCE** N 01°09'07" W, along the West line of said 35.55 acre tract, being in part the common East line of said Holbrook tract, being in part the common East line of Lot 2, Block 1, Range Hill Addition, a subdivision of record in Cabinet L, Page 237 of the Plat Records of Denton County, Texas, being in part the common East line of a tract of land conveyed to Jerry S. Evans by deed of record in Document Number 00-R0077724 of said Official Records, and also being the common East line of a called 537.18 acre tract of land described as Tract 1 conveyed to TCCI Range-Mead 2021 LLC by deed of record in Document Number 2021-214215 of said Official Records, a distance of 2732.51 feet to a 1/2" iron rod found in the South line of a called 87.754 acre tract of land conveyed to Justin 197 Holdings, LP by deed of record in Document Number 2021-152969 of said Official Records at the Northeast corner of said 537.18 acre tract, also being the Northwest corner of said 35.55 acre tract;

**THENCE** N 89°31'10" E, along the South line of said 87.754 acre tract, being the common North line of said 35.55 acre tract, a distance of 574.89 feet to a 1/2" iron rod found at the Northwest corner of a tract of land conveyed to Marion Scott Mulkey and wife Trinda Gray Mulkey, recorded in Volume 2401, Page 476 of said Official Records, also being the Northeast corner of said 35.55 acre tract;

**THENCE** S 00°51'24" E, along the East line of said 35.55 acre tract, being in part the common West line of said Mulkey tract, also being in part the common West line of Lots 1, 2, and 3 of Lots 1-4, Block 1 Boss Range Estates, a subdivision of record in Document Number 2021-375 of said Plat Records, also being in part along the West line of a called 7.574 acre tract of land conveyed to Sandra S. Lawrence by deed of record in Volume 2530, Page 830 of said Official Public Records, also being in part along the West line of a called 11.697 acre tract of land conveyed to Floyd R. Rust and Vestal L. Rust by deed of record in Volume 1124, Page 790 of said Official Records, also being in part the West line of said Rust tract, a distance of 2724.40 feet to the **POINT OF BEGINNING** and containing 35.55 acres (1,548,762 square feet) of land, more or less.

#### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT **NEW CORE DEVELOPMENT, LLC**, does hereby adopt this plat, designating herein described property as **WILDFLOWER RIDGE ADDITION**, an addition to the City of Justin, Denton County, Texas, and do hereby dedicate to public use forever all streets and easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips and any public utility shall, at all times, have the right of ingress and egress to and from and upon the said strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time procuring the permission of anyone.

Any franchised public utility, including the city shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of the easements shown on the plat. Any franchised public utility including the city, shall have the right at all times of ingress and egress to and from and upon the easements for the purposes of constructing, reconstructing, inspection, patrol, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

OWNER: **NEW CORE DEVELOPMENT, LLC**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Dan Jenkins

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared **DAN JENKINS**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for the State of Texas

My commission expires on \_\_\_\_\_.

#### CERTIFICATE OF SURVEYOR

STATE OF TEXAS §  
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from and actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2" iron rods capped "Eagle Surveying" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Justin, Denton County, Texas.

#### PRELIMINARY

this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Matthew Raabe, R.P.L.S. # 6402 Date \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW RAABE**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for the State of Texas

#### CERTIFICATE OF APPROVAL - PRELIMINARY PLAT

WHEREAS the Planning and Zoning Commission of the City of Justin, Texas voted affirmatively on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to recommend approval of this plat by the City Council.

Chairman, Planning and Zoning Commission

Attest, Secretary, Planning and Zoning Commission

WHEREAS the City Council of the City of Justin, Texas, voted affirmatively on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to approve this plat for filing of record.

Mayor, City of Justin

Attest, City Secretary

#### GENERAL PLAT NOTES

- 1.) This property is located in "**Zone A**" and "**Non-shaded Zone X**" as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480774 as shown on Map Number 48121C0480G. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.
- 2.) The purpose of this plat is to create twelve lots of record and dedicate easements.
- 3.) Selling a portion of this addition by metes and bounds is a violation of town ordinance and state law, and is subject to fines and/or withholding of utilities and building permits.
- 4.) The grid coordinates and bearings shown on this plat are based on GPS observations utilizing the AiTerra RTK Network - North American Datum of 1983 (Adjustment Realization 2011).
- 5.) All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
- 6.) A flood study will be required before final platting and the minimum finished floor elevations must be at least 2' above the base flood elevation.

CURVE		CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
C1	37.43'	3274.30'	0°39'18"	N 00°00'13" E	37.43'	
C2	170.92'	3274.30'	2°59'27"	N 01°49'35" E	170.90'	
C3	118.21'	3435.00'	1°58'18"	N 02°17'45" E	118.21'	
C4	10.42'	3435.00'	0°10'26"	N 01°13'23" E	10.42'	
C5	269.36'	3435.00'	4°29'35"	N 01°06'37" W	269.29'	
C6	73.98'	3435.00'	1°14'03"	N 03°58'26" W	73.98'	
C7	106.93'	3435.00'	1°47'01"	N 05°28'58" W	106.92'	
C8	109.24'	3000.00'	2°05'11"	N 05°19'53" W	109.23'	
C9	81.08'	3000.00'	1°32'55"	N 03°30'50" W	81.08'	
C10	143.44'	3000.00'	2°44'22"	N 01°22'11" W	143.43'	
C11	170.25'	180.00'	54°11'37"	N 80°39'03" E	163.98'	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 53°33'14" E	59.46'

## PRELIMINARY PLAT WILDFLOWER RIDGE ADDITION LOTS 1-12, BLOCK A

BEING 35.55 ACRES OF LAND SITUATED IN  
THE W.A. FERRIS SURVEY, ABSTRACT NO. 419  
AND THE M. POLK SURVEY, ABSTRACT NO. 993  
ETJ OF THE CITY OF JUSTIN, DENTON COUNTY, TEXAS

PREPARED: 04/12/2023

JOB NUMBER
2104.040-08
DATE
04/12/2023
REVISION
-
DRAWN BY
TAR



Eagle Surveying, LLC  
222 South Elm Street  
Suite: 200  
Denton, TX 76201  
940.222.3009  
www.eaglesurveying.com  
TX Firm # 10194177

#### SURVEYOR

EAGLE SURVEYING, LLC  
222 SOUTH ELM STREET, SUITE: 200  
DENTON, TX 76201  
940.222.3009

#### OWNER

NEW CORE DEVELOPMENT, LLC  
8921 CHARLES STREET  
LANTANA, TX 76226  
206.679.8568

City Council Meeting

May 9, 2023

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Items: 10

Title: Consider and take appropriate action to consider authorizing the Interim City Manager to execute a work authorization with Westwood for a list of deliverables up to \$679,279.

Department: Development

Contact: Director of Planning and Development, Matt Cyr

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Recommendation:

Staff recommends consideration. Please note that the 6

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Background:

On April 25, 2023, Staff was directed by City Council to bring forward a contract for the Planning Deliverables below:

- **Phase I (9 month time-frame) –Total Phase I cost: \$279,279**
  - Master Sewer Plan & Master Water Plan- \$115,000
  - Unified Development Code- \$120,000
    - Includes Ch. 52. Rewrite and Subdivision Ordinance
  - Engineering Manual Update- \$12,000
  - Ad Valorem Analysis- \$32,279
- **Phase II (9-12 months) – Total Phase II cost: \$200,000**
  - Old Town/ Down Town Master Plan- \$160,000
  - Old Town Zoning District or Overlay- \$40,000
- **Phase III (9-12 months) –Total Phase III cost: \$200,000**
  - FM 156 Corridor Plan- \$160,000
  - FM 156 Zoning Update or Overlay- \$40,000

Due to the one-week turnaround from the last Council meeting, Staff is actively working with Westwood and the other consultants to provide a contract. If Council feels the need to review a contract, Staff will happily bring this forward on May 23, 2023.



Please note the approval of this contract does not obligate the City to carry all three phases out. At any time Council can collectively decide to not move forward with these deliverables.

Staff will also provide a fund balance breakdown at the time of the presentation along with a tentative schedule for all phases.

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City Attorney Review: N/A

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Attachments:

1. N/A

## PROJECT WORK ORDER/AUTHORIZATION

PROJECT TITLE (the “**Project**”): Justin UDC, Master Planning, FM 156 Planning & Old Town Planning

CLIENT NAME: City of Justin

DATE OF WORK ORDER: 5/2/2023

PROJECT LOCATION: TX

PROJECT NUMBER: R0044439.00

This Project Work Order between Client and Westwood is set forth pursuant to our Professional Services Master Agreement executed on January 19, 2022.

### **I. Contract Documents**

This Project Work Order, any resulting change orders, and the Professional Services Master Agreement comprise the contract documents. There are no other general or supplementary conditions further stipulated.

### **II. Project Description**

*See Exhibit A*

### **III. Client and Westwood Responsibilities**

#### **1. Client Responsibilities:**

- a. Payment for Services and as otherwise indicated in Section 2.01.B of the Professional Services Master Agreement.

#### **2. Westwood Responsibilities:**

*See Exhibit A*

### **IV. Deliverables**

*See Exhibit A*

## V. Schedule

1. Notice to Proceed for this contract is understood to be this Project Work Order signed, dated, and fully executed by both Client and Westwood.
2. Client shall give Notice to Proceed for each phase of the project and no work shall commence prior to receiving Notice to Proceed.

## VI. Staff

1. Pursuant to completion of this Project Work Order/Authorization, Westwood will utilize the following primary personnel under the designated roles listed:

a. **Christopher J. Cha, P.E.**  
*Public Infrastructure Market Lead*  
[Christopher.cha@westwoodps.com](mailto:Christopher.cha@westwoodps.com)  
817-412-7155

## VII. Project Work Order Attachments:

Exhibit A – Scope of Services  
Exhibit B – Compensation

## VIII. Payment

See Exhibit “B”

*[Remainder of Page Left Intentionally Blank; Signature Page Follows]*

**ACCEPTED AND AGREED:**

**CLIENT:**  
**City of Justin**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name – Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Client Address/Contact for giving notices:**  
*(if different than Master Agreement)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WESTWOOD:**  
**Westwood Professional Services, Inc.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name – Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Westwood Address/Contact for giving notices:**  
*(if different than Master Agreement)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 'A' – SCOPE OF SERVICES**

**JUSTIN UDC, MASTER PLANNING  
FM 156 PLANNING & OLD TOWN PLANNING**

**BASIC SERVICES:**

**Westwood Professional Services:**

- A.     Update Existing Water Model  
Westwood will work with Client to update the existing water model based on the latest approved master plan dated 2021. Westwood will add up to 4 additional subdivisions and completed CIP projects. The model will be prepared in WaterCAD unless another software is preferred by Client.
- B.     Update Existing Sewer Model  
Westwood will work with Client to update the existing sewer model based on the latest approved master plan dated 2015. Westwood will add up to 8 additional subdivisions and completed CIP projects. The model will be prepared in SewerCAD unless another software is preferred by Client.
- C.     Update Future Growth Water Model  
Westwood will work with Client to update the future growth area model based on information provided by City of Justin. Westwood will make recommendations for future water infrastructure sizing and facilities based on absorption rate assumptions provided by Client.
- D.     Update Future Growth Sanitary Sewer Model  
Westwood will work with Client to update the future growth area model based on information provided by City of Justin. Westwood will make recommendations for future water infrastructure sizing and facilities based on absorption rate assumptions provided by Client.
- E.     Future CIP Cost Estimates  
Westwood will update the preliminary cost estimates based on the results of the future growth models.
- F.     Future CIP Narrative  
Westwood will update the City of Justin Water, Wastewater and Roadway Impact Fee Study dated January 2022 based on the changes made to develop the future growth models for water and sewer. Westwood will recommend phasing priorities based on the latest growth estimates provided by Client.

**EXHIBIT A** to Agreement between the  
City of Justin, Texas ("Client") and  
Westwood Professional Services, Inc.,  
("Westwood") for Consulting Services

- G. Meetings, Coordination, Additional Exhibits, and Client Support  
It is anticipated that Westwood and its subconsultants will participate in on-going project team meetings as well as project coordination with agency staff. Westwood will provide additional exhibits, calculations, and client support as requested by the Client.
- H. Supplementary Services  
Westwood will only perform supplementary services at the request of the client and only if authorized in writing. Westwood will start the supplementary activity after receipt of written authorization from the Client.

**Catalyst:**

- I. Data Collection  
Phase 1 will be to extract and analyze parcel data with ownership, tax values, exemptions, and building information. Also in this phase, we will review and integrate the recent existing land use and future land use from the Comprehensive Plan into this process.
- J. Data Analysis  
Catalyst will integrate the data into GIS for analysis.
- Catalyst will partner with staff, and planning consultants (if applicable) to create build out scenarios using the projected building values and associated tax revenues using a range of densities to evaluate development decisions. The results will include up to three catalyst areas:
- Town Center
  - Old Town
  - 377 Corridor
- K. Scenario Results  
In addition to the fiscal benefits, Catalyst will integrate the assumed public cost to operate the City based upon current development patterns. This analysis will show the current development burdens associated with various development types and which contributes most and least to performance.
- L. Final Results  
Catalyst will work with staff to prepare final visualization of the findings in tabular and GIS format for the City. This will include a final written summary and PowerPoint presentation.
- Deliverables:
- Visualization of the land uses in GIS format
  - Analysis of existing land uses Scenarios of various development types in a 20 year horizon
  - An isolated analysis of various land use patterns within your community
  - An analysis of the taxable vs. nontaxable land in the City
  - Comparative analysis of economic performance of single family by type

- Comparative analysis of commercial performance by type
- Cost of Service Analysis
- Final Presentations
- Written Summary

M. Project Management & Coordination

**Place Strategies**

N. Old Town / FM 156 Master Plan Process & Zoning Updates

1. Project Initiation & Management:

- Project Initiation Meeting and City Tour (1 Meeting) - The Place Strategies Team will conduct a kick-off meeting to discuss our understanding of the project, the project schedule, scope, City staff and consultant team communication methods, and to receive data from City staff, as required. Recommended attendees include City staff that will ultimately guide the plan's progress, findings, and recommendations. Place Strategies will provide a virtual meeting room for the meeting. During the kick-off meeting, the Place Strategies Team will tour key areas and locations in the City of Justin with staff to better understand the place, opportunities, and challenges facing Old Town and the FM 156 Corridor.
- Progress Meetings (Every month - up to 9 meetings) – The Place Strategies Team will meet in person or virtually with key City staff to discuss project progress, key action items and responsibilities, and the project schedule. Place Strategies will prepare an agenda and a checklist with action items, responsibilities, and due dates for appropriate team members. They will schedule and notify attendees of the meetings via email.
- Internal Team Meetings (Every 2 weeks – up to 18 meetings) – The Place Strategies Team will meet internally (including sub-consultants) virtually or in person to coordinate internal tasks and assignments. Place Strategies will prepare an agenda and a checklist with action items, responsibilities, and due dates for appropriate team members. They will schedule and notify attendees of the meetings via email.

2. Mapping & Base Data

- Base Mapping – the Place Strategies Team will prepare a project base map that will be used to create future presentations, existing conditions maps, and scenarios for the process.
- Existing Conditions Mapping – Based upon existing, readily available GIS or digital data (to be provided and maintained by the City), the Place Strategies Team will prepare existing conditions exhibits for public meetings and presentations.

3. Stakeholder & Public Engagement

- AC Meetings (up to three (3) in-person or virtual meetings in addition to Joint Meetings) – The Advisory Committee (AC) (to be identified by the City with assistance from Place Strategies Team) will serve as a review, input, and recommending body throughout the planning process. The Place Strategies Team will meet with the AC at key points during the planning process to present topical materials for committee background, discuss insight from selected reading material, discuss critical issues related to the development of the plan, and obtain feedback and direction from the Committee. City staff will notify AC members of meeting dates and times. The Place Strategies Team will provide a virtual platform for the AC meetings and provide agendas and materials for facilitated discussion at each meeting.
- Engagement through Community Events – The perspectives and ideas should inform the plan of people not typically involved in planning projects. The Place Strategies Team and City staff will identify opportunities to reach these people through public events and festivals and regular meetings of partner organizations. The specific events and type of engagement activities to be initiated at each one will be detailed in the Communications / Public Involvement Plan.
- Web-Based Engagement – Online tools are basic forms of communication today. For this project, web-based engagement will be designed by the Place Strategies Team and hosted by the City of Justin to make information more broadly available (to anyone who chooses to go online), more convenient (whenever someone is online or connected), and with more flexible (by using a variety of online and social networking tools). The Place Strategies Team will design the tools to assist City staff in making the tools a part of the day-to-day management of the project. The final components of the web strategy will be determined in consultation with the City. These tools and techniques could include:
  - Social Pinpoint Interactive Website. An interactive planning and engagement website that conveys general project information such as meeting dates, background information, and contact information. It will also provide a means for obtaining public input and serve as the main portal for videos, presentations, workshop information, and downloadable reports. This will also be the main access to open virtual meetings for the initiative.
  - Social Media. Plugging into existing city communication channels to engage readily available interested citizens.

4. Community Charrette (up to five (5) days on-site in Justin):

- Building on the efforts of the Comprehensive Plan, a carefully crafted charrette process will be hosted locally in Justin to support additional input from the community. This will include small-area planning of the Old Town area and along FM 156, design exercises, large-scale planning strategies, and developing key elements in policy recommendations.



5. Draft Old Town & FM 156 Plan Components:

The Place Strategies team will work with the City to develop an addendum to the Imagine Justin Comprehensive Plan that includes each of the following elements but will present them in such a manner that the result of each component is presented in an integrated fashion. The Place Strategies Team will prepare a draft plan outline and individual sections for CPAC input, staff review, and comments.

- Land Use and Development Strategy – The Place Strategies Team will develop the Land Use Strategy to align with the Vision developed with City Council. This strategy will craft clear goals and action items to evaluate development initiatives, align strategic partnerships in the region and state, and assess current zoning conditions in the City. Strategy, at a minimum, will include:
  - Intended outcomes
  - Strategic partner agencies and groups
  - Key gateways
  - Recommendations for preservation versus growth areas including:
    - Preferred use of the remaining undeveloped land.
    - Appropriate locations for various types, densities, and patterns of development; and
    - Adequate public facilities (utilities, public safety facilities, roadways) to ensure they are made available before or in conjunction with new construction.
- Economic Development Strategy – This strategy will focus on policies and actions that strengthen the community’s business and visitor climate. It will assess all aspects of the community that serve to advance or deter the City’s economic development objectives and speak to both preservation and development conditions. Strategies will address opportunities related to non-residential land uses, such as retail, office, industrial, hotel/lodging, and entertainment. Housing will also be addressed within this component since the future residential inventory needs to be consistent with the job base.
- Mobility Strategy - This component will build upon Imagine Justin’s Mobility Plan analysis. It will add detail related to the specific mobility elements, such as thoroughfare planning, multi-modal street design, and pedestrian and bicycle integration. The Place Strategies team will refine existing policies and determine new principles through public involvement to help guide the transportation plan through the Old Town/FM 156 plan. The Place Strategies Team will delineate the Thoroughfare Plan with desired changes, including:
  - Incorporate potential changes to street types.
  - Coordinate with appropriate City staff to incorporate any modifications to the mobility plan.
  - Comments and changes made to new alignments, modifications to existing alignments, and other planned roadway alternatives described by City staff.

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Westwood Professional Services, Inc.,  
 (“Westwood”) for Consulting Services

- Identify potential multi-modal street corridors following context-sensitive design to integrate multiple modes.
  - Parks & Trails Strategy – This component will build upon the Imagine Justin Parks, Recreation, and Open Space Master Plan. It will add detail related to specific parks and trail elements, such as trail locations, sidewalk improvements, park enhancements, and connectivity improvements. The Place Strategies team will refine existing policies and determine new guiding principles through public involvement to help guide the PROS Master Plan through the Old Town/FM 156 plan.
  - Implementation Strategy – This component will be driven in coordination with decided outcomes for Old Town / FM 156, and the implementation strategies of the Imagine Justin Comprehensive Plan.
6. Old Town / FM 156 Plan Adoption
- Planning and Zoning Commission Recommendation (one (1) meeting) – The Place Strategies Team will present the plan elements to the Planning and Zoning Commission in a public hearing for community and Commission comment. The Place Strategies Team will incorporate any additional Commission comments into the final plan prior to presentation to the City Council.
  - City Council Adoption (up to two (2) meetings) – The Place Strategies Team will present the Final Old Town / FM 156 Plan to the City of Justin Council at a public hearing.
7. Zoning Drafting & Adoption
- Unified Development Code Updates for Old Town / FM 156 – Materially coordinated with the Justin UDC, the Place Strategies Team will develop improvements or additions to zoning district categories as recommended in the Old Town / FM 156 Plan.
  - Final Draft UDC Updates
    - Provide a complete draft for stakeholder and public review/comment.
    - One public open house (social distancing rules permitting) to review the draft code (additional public meetings to be charged at a contracted amount per meeting).
  - Support UDC Adoption – Plan and lead a joint work session (one (1) meeting) for the Board of Adjustment, Planning and Zoning Commission, and City Council. Support adoption with City staff (formal public hearings at Planning and Zoning Commission and City Council – one (1) hearing each).

O. UDC Scope & Engineering Manual Allowance

1. Project initiation & Management

- Project Initiation Meeting and City Tour (1 Meeting) - The Place Strategies Team will conduct a kick-off meeting to discuss our understanding of the project, the project schedule, scope, City staff and consultant team communication methods, and to receive data from City staff, as required. Recommended attendees include City staff that will ultimately guide the plan's progress, findings, and recommendations. Place Strategies will provide a virtual meeting room for the meeting. During the kick-off meeting, the Place Strategies Team will tour key areas and locations in the City of Justin with staff to better understand the place, opportunities, and challenges facing Old Town and the FM 156 Corridor.
- Kick-off Joint Work Session with Planning & Zoning Commission (PZC) and City Council (1 Meeting) – The Place Strategies Team will conduct an education session with the PZC and City Council in a joint work session to discuss the process, engage in dialogue about topics of concern for zoning and subdivision, and go through educational exercises on what a Unified Development Code will do for the City of Justin.
- Progress Meetings (Every month - up to 6 meetings) – The Place Strategies Team will meet in person or virtually with key City staff to discuss project progress, key action items and responsibilities, and the project schedule. Place Strategies will prepare an agenda and a checklist with action items, responsibilities, and due dates for appropriate team members. They will schedule and notify attendees of the meetings via email.
- Internal Team Meetings (Every 2 weeks – up to 12 meetings) – The Place Strategies Team will meet internally (including sub-consultants) virtually or in person to coordinate internal tasks and assignments. Place Strategies will prepare an agenda and a checklist with action items, responsibilities, and due dates for appropriate team members. They will schedule and notify attendees of the meetings via email.

2. Stakeholder & Public Engagement

- Open House During Review Process – The Place Strategies Team and City staff will identify opportunities to reach out to the public through public events, festivals, and regular meetings of partner organizations. In addition, a public open house will be provided to review the contents of the new code and answer questions.

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- Web-Based Engagement – Online tools are basic forms of communication today. For this project, web-based engagement will be designed by the Place Strategies Team and hosted by City of Justin to make information more broadly available (to anyone who chooses to go online), more convenient (whenever someone is online or connected), and with more flexible (by using a variety of online and social networking tools). The Place Strategies Team will design the tools to assist City staff in making the tools a part of the day-to-day management of the project. The final components of the web strategy will be determined in consultation with the City. These tools and techniques could include:
    - Social Pinpoint Interactive Website. An interactive planning and engagement website that conveys general project information such as meeting dates, background information, and contact information. It will also provide a means for obtaining public input and serve as the main portal for videos, presentations, workshop information, and downloadable reports. This will also be the main access to open virtual meetings for the initiative.
    - Social Media. Plugging into existing city communication channels to engage readily available interested citizens.
3. UDC Development
- UDC Structure and Format – Place Strategies to develop a new code framework, including a Table of Contents and structure for the overall development-related ordinances with a specific focus on code administration (approval process for different application types and roles of appointed and elected boards and staff) and zoning district categories (including any recommend changes/modifications to current districts) with a master land use table. Framework to identify/incorporate special district standards for the different areas.
    - Determine the relevance of the experience districts identified in the Imagine Justin Comprehensive Plan. Assess whether the experience district qualifies as a special district with rules separate from standard city-wide zoning rules (i.e. Old Town, etc.)
    - Refine the boundaries of the Special district for zoning purposes.
    - 1-day work session with city staff to review code framework (including an agreement on the phasing of the code development phase of the project).
    - Work session with PZC and/or City Council (recommend a joint work session of both bodies) to review overall framework and special area code framework, if necessary.

**EXHIBIT A** to Agreement between the  
City of Justin, Texas (“Client”) and  
Westwood Professional Services, Inc.,  
(“Westwood”) for Consulting Services

- UDC Development
  - Develop drafts of the overall code (zoning and subdivision, including the code standards for the special districts) in a phased/incremental manner (to be agreed upon at the end of the Code Framework Phase) for internal and staff review. Includes no more than three (3) complete drafts and no less than two (2) complete drafts; additional drafts and edits will be charged hourly.
  - Review draft code with the Planning and Zoning Commission and City Council, including preparation time and joint or separate meetings. Additional meetings are charged hourly.
- 4. Finalizing & Adoption
  - Final Draft UDC
    - Provide a complete draft for stakeholder and public review/comment
    - One public open house to review the draft code
  - Support Code Adoption
    - Support adoption with City staff (formal public hearings at PZC (one hearing) and City Council two hearings) – Deliverable: PowerPoint presentation

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary and topographic surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Site Plan layout*
- *Traffic and parking studies*
- *Demolition Plan*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Design of any underfloor drainage systems or grading*
- *Design of french drain systems around the building perimeters*
- *Landscape Plan and Irrigation Plan*

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- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*

END OF EXHIBIT 'A'

**EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT**

**JUSTIN UDC, MASTER PLANNING  
FM 156 PLANNING & OLD TOWN PLANNING**

**COMPENSATION:**

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum fee of \$559,229.00 or 679,229 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services. Notice to Proceed shall be issued for each phase prior to beginning a phase.

**Westwood Professional Services:**

A. Update Existing Water Model	\$ 10,000.00
B. Update Existing Sewer Model	\$ 15,000.00
C. Update Future Growth Water Model	\$ 15,000.00
D. Update Future Growth Sewer Model	\$ 15,000.00
E. Update Future CIP Cost Estimates	\$ 10,000.00
F. Update Future CIP Narrative	\$ 20,000.00
G. Meeting, Coordination, and Client Support	\$ 10,000.00
H. Supplementary Services	\$ 20,000.00

**Catalyst**

I. Data Collection	\$ 21,100.00
J. Data Analysis	\$ 2,700.00
K. Scenario Results	\$ 2,500.00
L. Final Results	\$ 3,400.00
M. Project Management & Coordination	\$ 2,529.00

**Place Strategies**

N. Old Town / FM 156 Master Plan Process & Zoning Updates	\$ 280,000.00
a. Separate Old Town & FM 156 Processes at 200k/EA	400,000.00*
O. UDC Scope & Engineering Manual Allowance	<u>\$ 132,000.00</u>

**TOTAL** **\$ 559,229.00**

**ALTERNATE TOTAL IF SEPARATE OLD TOWN/FM156** **\$ 679,229.00**

**METHOD OF PAYMENT:**

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood's cost.

END OF EXHIBIT 'B'

**EXHIBIT C – INSURANCE**

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
  - \$2,000,000 General Liability
  - \$2,000,000 Products and Completed Operations Aggregate
  - \$1,000,000 Personal and Advertising Injury
  - \$1,000,000 Each Occurrence
  - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
  - \$1,000,000 Combined Single Limit
3. Umbrella
  - \$5,000,000 Aggregate
  - \$5,000,000 Each Occurrence
4. Workers Compensation
  - \$1,000,000 Each Accident
  - \$1,000,000 Policy Limit
  - \$1,000,000 Each Employee

*Professional Liability Errors and Omissions Insurance.* Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'