

Ricky Jones, Place 1
Tomas Mendoza, Place 2
John Mounce, Mayor Pro Tem, Place 3



Dylan James, Place 5
Chrissa Hartle, Place 6

James Clark, Mayor

**CITY OF JUSTIN
CITY COUNCIL AGENDA
OCTOBER 26, 2023
415 N. COLLEGE AVE.
5:30 PM**

CALL TO ORDER

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 a private consultation with the City Attorney regarding:
 - Dannheim Complaint Against The City of Justin; PUCT Docket No. 53836
 - Petition of Town of Northlake and City of Justin; PUCT Docket No. 54243
 - Range Developers Agreement
 - Oncor Transmission Line
 - Denton County MUD 10

Convene into executive session.

Adjourn into open meeting.

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

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”*

ADJOURN INTO JOINT WORKSHOP

RECOGNITION

2. Proclamation recognizing October as Domestic Violence Awareness Month.

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.

3. Consider and take appropriate action to approve Resolution 627-23 for the purchase of a Vac Truck for Public Works.
4. Consider and take appropriate action to approve Resolution 628-23 regarding the purchase of the Harben Jetter Truck for Public Works.
5. Consider and take appropriate action to approve Resolution 629-23 for a contract with Joe's Welding to construct an Equipment Storage Building for Public Works in the amount of \$145,000.
6. Consider and take appropriate action to approve Resolution 630-23 approving the Landscaping Services Agreement with Brightview Landscaping Services.

ITEMS PULLED FROM CONSENT AGENDA

WORKSHOP

7. Discuss the proposed 2024 City Council meeting calendar.
8. Discussion regarding Animal Control.
9. Discuss City Council Policies and Procedures.

POSSIBLE ACTION ITEMS

10. Consider and take appropriate action to approve Ordinance 764-23 on the first reading approving an end-of-year budget amendment for the City of Justin Fiscal Year 2022-2023.
11. Public Hearing and Ordinance 763-23 on second reading to consider annexation for 74.174 acres legally described as Mary Polk Survey, Abstract No. 993, Denton County, Texas. Generally located northeast of the intersection of Sam Reynolds Road and Boss Range Road.
12. Consider and act upon a Final Plat for Wildflower Ridge Addition legally described as Lots 1-12, Block A. Generally located northwest from the intersection of Boss Range Road and Range Road.

FUTURE AGENDA ITEMS

ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 20th day of October, 2023 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews

Brittany Andrews, City Secretary



City Council Coversheet
October 26, 2023
415 N. COLLEGE AVE.

Agenda Item: 3. (CONSENT AGENDA)

Title: Consider and take appropriate action to approve Resolution 627-23 for the purchase of a Vac Truck for Public Works.

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

Staff Recommends Approval for Purchase of VacHunter Combo 3634 PH6C for the amount of \$361,412.90.

Background:

The City Council approved funds in the current FY 23/24 budget to facilitate equipment purchases aimed at enhancing the city's operational capabilities. One of the notable acquisitions approved is the VacHunter Combo 3634 PH6C, which will play a vital role in the cleaning of Lift Stations and Manholes within the city's infrastructure. The city does not currently own any equipment to accomplish the capabilities of this proposed Vac Truck. This acquisition signifies a strategic move to transition from contracting out these services to bringing them inhouse, which can lead to more cost-effective and efficient maintenance operations.

Key details regarding the acquisition of the VacHunter Combo 3634 PH6C and the associated process are as follows:

- Purpose of the Equipment:

The VacHunter Combo 3634 PH6C is a specialized piece of equipment designed for cleaning Lift Stations and Manholes. These are crucial components of the city's infrastructure, responsible for managing wastewater and ensuring proper drainage. Regular maintenance and cleaning of these structures is essential to prevent blockages, overflows and system failures, which can lead to property damage and environmental issues.

- Transition from Contracted Services:

Currently, the city outsources the cleaning and maintenance of Lift Stations and Manholes to external vendors. By acquiring the VacHunter Combo 3634 PH6C, the city aims to bring these services in-house, which provides several advantages. It allows for better control over scheduling, response times and quality assurance, ultimately resulting in cost savings and improving service delivery.

- Training for Staff:

As part of the acquisition, the vendor of the VacHunter Combo 3634 PH6C will provide comprehensive field training for the city's staff. This training ensures that the personnel responsible for operating and maintaining the equipment are well-versed in its proper usage, safety procedures and maintenance requirements. This investment in training is essential to maximize the efficiency and safety of the new equipment.

- Purchase Agreement:

The Finance Department will collaborate with Government Capital Corp. to finalize the purchase agreement for the VacHunter Combo 3634 PH6C. Government Capital Corp. serves as a financial intermediate that can provide financing options and assistance in structuring a favorable agreement for the city. This partnership ensures that the acquisition is carried out in a financially responsible and well-structured manner.

The acquisition of the VacHunter Combo 3634 PH6C is a strategic move by the City Council to improve the management of Lift Stations and Manholes within the city's infrastructure. This transition from outsourcing services to in-house maintenance, along with proper training for the city staff and collaboration with a financial entity, reflects the city's commitment to efficiency, cost-effectiveness and maintaining critical components of its infrastructure.

City Attorney Review: N/A

Attachments:

1. Resolution 627-23 GovCap VacTruck
2. Justin, City of Vac Truck 101823
3. Updated Quote Justin 3634 PH6C 02-28-23
4. Single Barrel Three Yard Literature
5. Rev Mini Combo Comparison (PipeHunter VS Vactor Vs Vac-con 3Yd) 02-24-23 (1)

RESOLUTION 627-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS APPROVING A LEASE PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING WASTEWATER VEHICLE AND EQUIPMENT.

WHEREAS, the City of Justin desires to enter into that certain Lease-Purchase Agreement by and between City of Justin and Government Capital Corporation, for the purpose of financing ***“Wastewater Vehicle & Equipment”***. The City desires to designate this Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City desires to designate the City Manager as an authorized signer of the Agreement.

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

Section 1. That the City of Justin enters into a Lease Purchase Agreement with Government Capital Corporation for the purpose of financing ***“Wastewater Vehicle & Equipment”***.

Section 2. That the Lease Purchase Agreement by and between the City of Justin and Government Capital Corporation is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Justin designates the City Manager as an authorized signer of the Lease Purchase Agreement by and between the City and Government Capital Corporation.

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

DULY PASSED by the City Council of the City of Justin on the 26th day of October 2023.

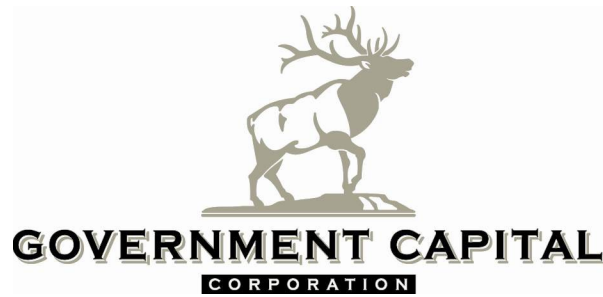
ATTEST :

James Clark, Mayor

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney



October 18, 2023

Mr. Josh Armstrong
Justin City Hall
940-648-2541
jarmstrong@cityofjustin.com

Dear Mr. Armstrong,

Thank you for the opportunity to present proposed financing for City of Justin. I am submitting for your review the following proposed structure:

ISSUER:	City of Justin, Texas	
FINANCING STRUCTURE:	Tax Exempt Structure w/ \$1.00 purchase	
EQUIPMENT COST:	\$ 361,412.90	
TERM:	5 Annual Payments	7 Annual Payments
INTEREST RATE:	5.875%	5.875%
PAYMENT AMOUNT:	\$ 85,506.57	\$ 64,454.36
PAYMENTS BEGINNING:	One year from signing, annually thereafter	

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
SVP Client Services
Main: 817-421-5400



Phone 800 373 1318 Fax 281 485 5953

1617 Garden Road Pearland TX 77581

VacHunter Combo 3634 PH6C 3300 CFM 40 @3000**SINGLE ENGINE SINGLE TANK DESIGN****Quote Date: October 2, 2023****Customer: City Of Justin,Tx.****Contactg Info: Josh Little PWD 940-380-7082**jlittle@cityofjustin.com**Due Date: PEND CHASSIS****Salesman: Dale P. & Blake R.****Stock #****P.O. Number:**

Part Number	Description	Quantity	Price	Total
DEBRIS TANK				
600 Gallon Capacity 3YD		1	STD	STD
Hydraulic Rear Door		1	STD	STD
Hydraulic Dump Tank Lift		1	STD	STD
High-Pressure Body Washout System		1	STD	STD
6" ANSI Flange Drain with Butterfly Valve Lower door stand Pipe		1	STD	STD
Ladder On Debris Tank & Ladder To Deck		1	STD	STD
Debris Tank Float Ball Level Indicator		1	STD	STD
Stainless Steel Debris Tank & Door		1	STD	STD
Stainless Steel Final Filter & Cyclone			\$ 6,500.00	\$ -
3" Gravity Drainage Front Bumper			\$ 1,700.00	\$ -
Purge Valve Gravity Drain 1 1/4 Ball Valve		1	\$ 345.00	\$ 345.00
300 GPM Stanley Pump Off 10ft Lay Flat Hose			\$ 5,000.00	\$ -
450 GPM Stanley Pump Off 10ft Lay Flat Hose			\$ 7,900.00	\$ -
6" Knife Valve		1	\$ 1,500.00	\$ 1,500.00
3" Knife Valve			\$ 695.00	\$ -
FRONT REEL MOUNT 3/8" STEEL DESIGN HYDRAULIC DRIVE HOSE REEL DUAL CHAIN DRIVE				
800' Capacity x 3/4"		1	STD	STD
Articulating Reel Hydraulic		1	STD	STD
Reel Speed Control		1	STD	STD
Standard Level Wind		1	STD	STD
Double Roller Levelwind		1	\$ 500.00	\$ 500.00
Manual Footage Counter		1	\$ 712.00	\$ 712.00
Level Wind w/ Counter			\$ 830.00	\$ -
Digital Footage Counter			\$ 3,500.00	\$ -
Auto Lube Swivel		1	\$ 200.00	\$ 200.00
SEWER HOSE & CLEANING TOOLS 3000 PSI				
Tiger Tail(1)Std 3"		1	STD	STD
Nozzle Rack		1	STD	STD
15 Degree Nozzle		1	STD	STD
30 Degree Nozzle		1	STD	STD
Nozzle Skid Assy 6"		1	STD	STD
3/4" Leader hose		10	\$ 13.00	\$ 130.00
3/4" Jet Hose		600	\$ 4.15	\$ 2,490.00
3007-49	RED DAWG Chisel Point Nozzle 2.3"			\$ -
3007-159	RED DAWG 10 JET CULVERT NOZZLE 3"			\$ -
3007-119	RED DAWG Texan Mini			\$ -
3007-1761240	RED DAWG ROOT DAWG			\$ -
3007-1550	RED DAWG PELICAN CASE			\$ -
	Manhole - Upper Roller Aluminum	1	\$ 350.00	\$ 350.00
	Manhole - Hook	1	\$ 100.00	\$ 100.00
WATER SYSTEM				
600 Gallon Water Tank - Stainless Steel		1	STD	STD
25' Fill Hose w Storage Rack		1	STD	STD
Debris-Water Tank Interconnect With Filter		1	\$ 2,500.00	\$ 2,500.00
Hydrant Fill Strainer		1	\$ 225.00	\$ 225.00
Hydrant Wrench		1	\$ 100.00	\$ 100.00
WATER PUMP PTO DIRECT DRIVE MOUNTED UNDER FRAME				
3,000 PSI @ 40 GPM Giant Water Pump 5132		1	STD	STD

PipeHunter, Inc.

1617 Garden Road, Pearland, TX 77581

www.pipehunter.com - 800.373.1318

Part Number	Description	Quantity	Price	Total
	Washdown System-43H with gun and 25ft hose Control Panel	1	STD	STD
	3,000 PSI @ 50 GPM Giant Water Pump 7 Series		\$ 7,000.00	\$ -
	Air Purge	1	\$ 185.00	\$ 185.00
	Winter Recirculation	1	\$ 595.00	\$ 595.00
	Multi Flow	1	\$ 295.00	\$ 295.00
	Petcocks Pump Drain	1	\$ 200.00	\$ 200.00
	Hydro excavation Package-Gun, 0 Degree tip, and Rip saw for digging (2) 5ft Barrel SS Extension 50ft Retractable Hand Gun Reel w 50' x 1/2" hose Storage Tube For Tools (1) Extra Blue Gun Low Pressure Curb Side Controls	1	\$ 5,500.00	\$ 5,500.00
CONTROL PANEL				
	Water Pump On/Off	1	STD	STD
	Vacuum On/Off	1	STD	STD
	Hydraulics On/Off	1	STD	STD
	Emergency Kill	1	STD	STD
	Fuel Tank Chassis	1	STD	STD
	Electric Throttle	1	STD	STD
	Tachometer	1	STD	STD
	Water Pressure	1	STD	STD
	Water On/Off Valve	1	STD	STD
	Reel Speed Control	1	STD	STD
	Reel IN/OUT	1	STD	STD
BLOWER PTO BELT DRIVE				
	3300 CFM Blower	1	STD	STD
	Cyclone Separator Dual	1	STD	STD
	Vacuum Breaker	1	STD	STD
6" Vacuum System				
	36" x 6" Crown Nozzle W/Hat Flange (1) STD	1	STD	STD
	48" x 6" Vacuum Tube w/Hat Flange (2) STD	2	STD	STD
	60" x 6" Vacuum Tube w/Hat Flange (3) STD	3	STD	STD
	Pipe Storage Area 6"	1	STD	STD
	Clamps For Tubes 6"	1	STD	STD
	Ban Locks In Leau Of Hat Flange		\$ 475.00	\$ -
	36" x 6" Crown Nozzle W/Hat Flange		\$ 155.00	\$ -
	36" x 6" Vacuum Tube w/Hat Flange		\$ 180.00	\$ -
	48" x 6" Vacuum Tube w/Hat Flange		\$ 268.00	\$ -
	60" x 6" Vacuum Tube w/Hat Flange		\$ 315.00	\$ -
TOOL STORAGE				
	TOOL Tray Above frame each side of water/debris tank	2	STD	STD
	TOOL BOX 18 X 18 X 36 TM Locking Below Frame Driver Side		\$720.00	\$ -
	TOOL BOX 24 X24 X 30 TM Locking Below Frame Passenger :	2	\$780.00	\$ 1,560.00
	Front Bumper Mounted Tool Boxes 16x12x18 w/Side Markers		\$580.00	\$ -
3004-5049-L	Driver Side Mounted Tool Box 24x24x36 Flat Aluminum	1	\$1,500.00	\$ 1,500.00
3004-5049-R	Passenger Side Mounted Tool Box 24x24x36 Aluminum		\$1,500.00	\$ -
	Rubber Dry Decking	5	\$150.00	\$ 750.00
FRONT BOOM WITH OPTIONS				
	6 FT Telescoping Boom	1	STD	STD
	Powered Boom Rotation Std W Boom	1	STD	STD
	Boom Pendant Control- Up/Down, Telescope, Boom Swing, Vacuum Breaker. 30 foot lanyard PLUG ONLY WHEN		STD	STD
	Wireless Boom Pendant Control- Up/Down, Telescope, Boom Swing, Vacuum Breaker, Throttle,	1	\$ 4,500.00	\$ 4,500.00
	Complete Upper Body Lube System Boom,& Back Door	1	\$ 6,000.00	\$ 6,000.00
	Auto Lube Boom Swing	1	\$ 200.00	\$ 200.00
LIGHTING				
ELECTRICAL OPTIONS				
9000-0021	Arrowstick w Control Box & Mounting Bracket LED	1	\$ 2,500.00	\$ 2,500.00
	Qty (4) Light - Strobes Flat one each corner of truck	1	\$ 1,250.00	\$ 1,250.00
9000-0022	Light - Strobe Light w/Limb Guard	1	\$ 325.00	\$ 325.00

Part Number	Description	Quantity	Price	Total
9000-0011	Light - Hand Held Spot Light		\$ 192.00	\$ -
9000-0066	Light - Hand Held Spot With Reel		\$ 260.00	\$ -
	Light - Low Water Warning Light	1	\$ 205.00	\$ 205.00
9000-0030P	Light - Low Water Warning Alarm		\$ 250.00	\$ -
9000-0023	Light - Panel Light	1	\$ 80.00	\$ 80.00
9000-0024	Light - Work Light-(Control panel) LED	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light (Engine-Pump area)		\$ 200.00	\$ -
9000-0024	Light - Work Light (Arrowstick DS) LED	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light (Arrowstick PS) LED	1	\$ 200.00	\$ 200.00
9000-0010	12 volt power outlet on Control Panel		\$ 80.00	\$ -
	Back up camera (Rear) IN Cab Monitor		\$ 1,800.00	\$ -
	Back up camera (Rear & Front) IN Cab Monitor		\$ 2,500.00	\$ -
	PH LED Super Light (Boom Mounted)	1	\$ 350.00	\$ 350.00
	Light Bar Side Debris Tank 1 ea. Side	2	\$ 400.00	\$ 800.00
	Light Bar Arrowstick		\$ 400.00	\$ -
	Light LED Super Light (Mount under levelwind)	1	\$ 400.00	\$ 400.00
	12 Volt Power Outlet On Control Panel Female	1	\$ 85.00	\$ 85.00
	Back Up Camera With Rear Camera		\$ 1,800.00	\$ -
	Back Up Camera With Front Rear Camera	1	\$ 2,500.00	\$ 2,500.00
	Back Up Alarm	1	\$ 200.00	\$ 200.00
MANUALS				
	PipeHunter Operator's Manual CD	1	STD	STD
FRAME & AXLE				
	Industrial Frame	1	STD	STD
	DOT LIGHTING PACKAGE	1	STD	STD
	Traffic Cone Rack	1	\$ 125.00	\$ 125.00
	Triangle Kit	1	\$ 100.00	\$ 100.00
	Fire extinguisher	1	\$ 125.00	\$ 125.00
LINER OPTION				
	PipeHunter Speed Liner Frame & Reel	1		\$ 3,500.00

Liner Color: WHITE DEBRIS&WATER TANK BLACK REEL,BOOM & DECK ASSY.

		Total Options:	\$ 43,582.00
		Base Price:	\$ 220,000.00
		Sub Total:	\$ 263,582.00
Quoted By: TB 10-27-22 Final Shipping Charges TBD @ Ship Date			
H-GAC Contract Discount Applied	5.00%	Discount:	\$ 13,179.10
CHASSIS		Sub Total:	\$ 250,402.90
2023 Freightliner SD108 26000 GVWR, 113" CA Auto Trans 3000 Series 300 HP	\$115,000.00		\$ 110,000.00
2023 Peterbilt 538 26000 GVWR, 113" CA Auto Trans 3000 Series 300 HP	\$120,000.00		
	Miles @ \$4.00	300	Freight: \$ 1,200.00
Ship Method: Delivery & Traning Included			
Notes: PRICES SUBJECT TO CHANGE UNTIL PURCHASE ORDER ISSUED		Total:	\$ 361,602.90

PH PRICING 2019 tb

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

113" CA CHASSIS & PTO Programming Specs List

Auto Neutral Safety- When air parking brake applied, the transmission goes to neutral.

Rear Toggle for chassis throttle at rear of unit, Chassis provider will provide a kit to include pre wired harness for connecting toggle to engine harness

Max RPM of 2100 Bump Ramp rate to match typical cruise control rate

On hold down of toggle, to idle

FRONT MOUNT

REEL GVW 17500 Rear 11 Front Auto Trans 3000 Series 10 Bolt PTO 240 HP PTO TO BE OPEN BOTH PORTS

Signature: _____

Date: _____



3-Yard Combination Cleaner [No CDL Required]



Municipality and Contractor-Duty Rated Equipment

1.800.373.1318



Chassis & Body Features

Non-CDL Chassis [25,999 GVWR]

Storage Trays

PipeHunter Urethane Polymer Coating w/ Custom Color

Custom Safety & Area Lighting

180° Hydraulic Driven Front Reel Articulation

Water System Features

600 Gallon Stainless Steel Water Tank

Front Mount Reel Assembly

Direct-Drive Giant Triplex Water Pump

Optional Hydro-Excavation Package

30 GPM @ 4,000 PSI [1/2"] or 40 GPM @ 3,000 PSI [3/4"]

Fully Hydraulic Reel [Articulation & Rotation]

Vacuum System Features

3-Yard Debris Tank Capacity

6" Extendable Boom Assembly w/ 180° Rotation

3300 CFM PD-Blower Vacuum System

V-Belt Drive Design

Over-Center Hydraulic Rear Door Locks

Hydraulic Rear Door and Debris Body Lift




Rounded Body Wash-Out System

Optional Wireless Remote

This powerful truck is available for demonstration. Reach out to your local PipeHunter dealer to find out how this truck can be a great addition to your fleet. 800-373-1318.



PIPEHUNTER 3-YD Non CDL Combo vs. VACTOR & VAC-CON

			
	PIPEHUNTER	Vac-Con Titan	Vactor Impact
Debris Body Tank	3 Yds Stainless Steel Including Door Standard.	3 Yds Corten Steel (Only)	3 Yds Exten Steel (Only)
Water Tank Capacity	600 Gallons Single Stainless Steel Std.	500 Gallons Dual 250 Gallon Aluminum Saddle Tanks	500 Gallons Dual 250 Gallon Aluminum Saddle Tanks
Hose Reel Front Mount	800' Capacity Hydraulic Articulation Front Frame Extensions 3/8" Steel design narrow design easy levelwind. Flanges not required Hydraulic worm gear rotation lock reel any position. Dual chain drive. Standard reel speed control.	500' Capacity Only Bolt On Reel No front frame extensions 1/4" Steel design wide design flanges required for support. Manual rotation	500' Capacity Only Bolt On Reel No front frame extensions 1/4" Steel design wide design flanges required for support. Manual rotation
Vacuum System PD Blower	3,300 CFM 6" Diameter Roots 624 Blower	2,100 CFM 6" Diameter Roots 616 Blower	2,100 CFM 6" Diameter Roots 616 Blower
Boom	6" True Telescopic Additional 6 foot Telescopic Reach 45 degree bend Radius	6" Extendable Boom No Additional Reach	6" Extendable Boom No Additional Reach
High Pressure Water Pump	30 @ 4000, 40 @ 3000, 50 @ 3000 Giant Triplex Pump - Field Serviceable	30 gpm @ 3000 PSI - Hydraulic driven - variable speed	¾ 40 gpm/2,500 psi Only Internal Rodder Pump Repairs Not Field Serviceable
Chassis	Freightliner -Peterbilt- International 300 HP 3000 Series Medium Duty Trucks Front Frame Rails	Freightliner M2, 190 HP Light Duty Truck No Frame Extensions	Freightliner M2, 190 HP Light Duty Truck No Frame Extensions
Webpage	Link	Link	Link
Marketing Message	The most capable Non-CDL vacuum truck in the industry.	A truly non-CDL truck designed for optimal performance and minimal footprint.	COMPACT DESIGN. BIG iMPACT
Literature	Link	Link	Link



City Council Coversheet
October 26, 2023
415 N. COLLEGE AVE.

Agenda Item: 4. (CONSENT AGENDA)

Title: Consider and take appropriate action to approve Resolution 628-23 regarding the purchase of the Harben Jetter Truck for Public Works.

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

Staff Recommends Approval of Resolution 628-23 for Purchase of the Harben Jet Truck in the amount of \$160,473.50.

Background:

The City Council has made an important decision by allocating funds in the current fiscal year budget for 23/24 for equipment purchases, specifically the acquisition of a Harben Jetter Truck. This Jetter Truck will replace the existing trailer mounted jetter, which will be sent for auction.

This decision is based on several compelling reasons:

- Enhanced Efficiency:

The primary reason for acquiring the Harben Jetter Truck is the substantial improvement in efficiency it offers compared to our current Jetter Trailer. The Harben Jetter Truck is a specialized piece of equipment designed for high-pressure water jetting, making it ideal for the maintenance and upkeep of our Collection System. The high-pressure jetting capabilities of the Harben Jetter Truck ensure that it can effectively remove debris, clear blockages, and clean sewer lines with speed and precision. This efficiency not only enhances our operational capabilities, but also reduces downtime during maintenance tasks.

- Improved Responsiveness:

The Public Works Department Wastewater Crew plays a vital role in maintaining the city's Collection System and responding to sewer backup calls. With the acquisition of the Harben Jetter Truck, we will be able to respond to such calls much quicker. This is of the utmost importance, as rapid response to sewer-related issues is essential to prevent property damage and minimize disruptions to our community. The increase in mobility and operational speed of the Harden Jetter Truck ensure that our crews can address these issues promptly, mitigating potential problems and alleviating public concerns.

- **Cost-Effective Procurement:**

To further enhance the cost-effectiveness of the acquisition, the decision has been made to procure the Harben Jetter truck through TIPS, which stands for The Interlocal Purchasing System. TIPS is a Government Purchasing Cooperative Program that simplifies and streamlines the procurement process for public entities like our city. By leveraging the collective purchasing power and resources of TIPS, we can secure the Harben Jetter truck efficiently and at an advantageous price point, ensuring responsible financial management.

The acquisition of the Harben Jetter Truck for the Public Works Department represents a strategic investment in the city's infrastructure and service delivery capabilities. It addresses the critical need for increased efficiency in sewer maintenance, improved responsiveness to sewer-related issues, and responsible financial management through the use of a cooperative purchasing program. This decision ultimately contributes to the overall well-being and quality of life in the community by maintaining a reliable and efficient sewer system.

City Attorney Review: N/A

Attachments:

1. Resolution 628-23 Harben Jetter Truck
2. JUSTIN F5G PATTERSON TIPS 031823 HRB TRK
3. truck mounted harben

RESOLUTION 628-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS APPROVING THE PURCHASE OF A HARBEN JETTER TRUCK IN THE AMOUNT OF \$160,473.50 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PURCHASING DOCUMENTATION.

WHEREAS, the City of Justin desires to provide citizens with a safe and adequate sanitary sewer system; and

WHEREAS, the purchase of the Harben Jetter Truck will increase operational efficiency, responsiveness, and cost-effectiveness; and

WHEREAS, the City Council has approved funding in the Adopted FY 23/24 Budget;

WHEREAS, the City Manager is further authorized to execute any necessary purchasing documentation; and

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

Section 1. That the City Council of the City of Justin approves of the purchase of the Harben Truck Jetter and of the funding.

Section 2. That the City Council of the City of Justin Texas authorizes the City Manager to execute any necessary purchasing documentation.

Section 3. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin on the 26th day of October 2023.

ATTEST :

James Clark, Mayor

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney



PRODUCT PRICING SUMMARY

TIPS USA 210907 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF JUSTIN

Prepared by: RICHARD HYDER

Contact: JOSH LITTLE/JEFF PATTERSON 281.770.6714

Phone: 409.300.1385

Email: JEFF@PATTERSONEQUIPMENT.NET

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F550 REGULAR CAB CHASSIS

Date: October 3, 2023

A. Bid Item: 47

A. Base Price: \$ **47,653.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
F5G	2024 FORD F550 4X2 REG CAB/CHAS 84"C	\$ 8,095.00			
99T	6.7L V8 DIESEL	\$ 9,995.00			
Z1	EXTERIOR WHITE	\$ -			
AS	INTERIOR VINYL 40/20/40	\$ -			
	POWER EQUIPMENT GROUP	\$ -			
	CRUISE	\$ -			
18B	RUNNING BOARDS	\$ 320.00			
	18K# GVWR	\$ -			

Total of B. Published Options: \$ **18,410.00**

Published Option Discount (5%): \$ **(920.50)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
PDI FEE TO BILLY HOWELL FORD CUMMING GA	\$ 350.00		
PATTERSON EQUIPMENT QUOTE FOR HARBEN	\$ 94,981.00		
DPK 750 SEWER CLEANING UNIT, DELIVERY			
CHASSIS ORDER TO DELIVERY 6-12 MONTHS A			

Total of C. Unpublished Options: \$ **95,331.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ **160,473.50**

I. Quantity Ordered 1 **x H =**

\$ **160,473.50**

J. Trade in:

\$ -

K. Total Purchase Price

\$ 160,473.50





City Council Coversheet
October 26, 2023
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider and take appropriate action to approve Resolution 629-23 for a contract with Joe's Welding to construct an Equipment Storage Building for Public Works in the amount of \$145,000.

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

Staff Recommends Approval to Award a contract to Joe's Welding for the amount of \$145,000.

Background:

The metal equipment storage building is planned to be constructed at the Wastewater Treatment Facility. It will feature several important specifications, including:

- Dimensions: 100' x 45' x 16'
- Four 14' x 14' Garage Doors
- Two Walkthrough Doors
- 1" closed cell foam insulation for temperature control
- Budgeted funds for lighting to ensure visibility, electrical outlets for power equipment, heaters to maintain a suitable environment, and a rack system for organizing and storing part-inventory items.

The purpose of the metal building is to provide a secure and weather-protected space to store equipment. This will help in safeguarding the equipment, prolonging item lifespan, and ensuring it's readily available for use when needed. It's a valuable addition to the city's infrastructure and resource management.

The city council approved the fund to construct the metal equipment building in the FY 23/24 budget.

City Attorney Review: N/A

Attachments:

1. Resolution 629-23 Joes Welding contract for Public Works Storage Building
2. Equipment Storage Building 1
3. Equipment Storage Building 2
4. UDATED QUOTE JOSH 101723
5. Estimate_1001_from_TR_Metal_Buildings_LLC
6. Estimate_1240_from_Grindstone_Services_LLC

RESOLUTION 629-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS APPROVING A CONTRACT WITH JOE’S WELDING FOR THE CONSTRUCTION OF AN EQUIPMENT STORAGE BUILDING FOR PUBLIC WORKS IN THE AMOUNT OF \$145,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY CONTRACT DOCUMENTATION.

WHEREAS, the City of Justin has invested in several large pieces of heavy equipment and desires to protect this investment; and

WHEREAS, the proposed contract with Joe’s Welding will provide for a storage building to house the City’s heavy equipment; and

WHEREAS, the City Council has approved funding in the Adopted FY 23/24 Budget for the proposed storage building;

WHEREAS, the City Manager is further authorized to execute any necessary contract documentation; and

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

Section 1. That the City Council of the City of Justin approves of the contract with Joe’s Welding for the equipment storage building and of the funding necessary to construct the building.

Section 2. That the City Council of the City of Justin Texas authorizes the City Manager to execute any necessary contract documentation.

Section 3. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin on the 26th day of October 2023.

ATTEST :

James Clark, Mayor

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney



Center Section: 45' W x 100' L x 16' H



Center Section: 45' W x 100' L x 16' H

TR Metal Buildings, LLC
 PO Box 1765
 Decatur, TX 76234 US
 mark@trmetalbuildings.com
 www.trmetalbuildings.com

Estimate

ADDRESS

City of Justin

ESTIMATE #	DATE	EXPIRATION DATE
1001	10/06/2023	11/06/2023

SALES REP
 Mark Roudon

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Services	Supply all materials and labor for a 45x100x16 Metal storage building. Includes weld-together clear-span I-beam main frame and c-purlin for roof and wall purlins. 26 gauge r-panel on walls and roof. Color panels on walls, Galvalume panels on roof, Color trim (color selection per City of Justin).	1	65,000.00	65,000.00
Services	14x14 Insulated Overhead door	4	4,000.00	16,000.00
Services	MH 5011 Liftmaster garage door operators	4	1,000.00	4,000.00
Services	3' x 7' personnel doors	2	1,000.00	2,000.00
Services	3000psi Concrete slab with 6" surface. 18"x12" perimeter beam and 18"x12" cross beams every 25'. Includes up to 120 cubic yards of select fill dirt to level site prior to construction. Does not include haul off of existing soils, debris, or trees.		42,500.00	42,500.00
Services	Full 8" sculptured gutters and 8 downspouts		1,500.00	1,500.00
Services	Nominal 1" closed cell foam insulation		15,000.00	15,000.00

This quote does not include the following:
 Permit fees.
 Removal of material located on or around the job site.
 Installing plumbing or electrical pipes or conduit in the slab.
 Landscaping.
 Wainscot/brick.
 Relocating utilities prior to construction.
 Interior finish out or painting of foam insulation.

TOTAL

\$146,000.00

Accepted By

Accepted Date

Grindstone Services, LLC
 435 Paradise Meadows Dr.
 Paradise, TX 76073
 +1 6827184261
 grindstoneservices@yahoo.com



ADDRESS

City of Justin.
 521 Trail Creek
 Justin, TX

SHIP TO

City of Justin.
 521 Trail Creek
 Justin, TX

Estimate 1240

DATE 03/29/2023

EXPIRATION DATE 04/05/2023

SERVICE	QTY	RATE	AMOUNT
Metal Building- Weld up 100x45x18 non-engineered metal building on 2:12 pitch on 6" concrete slab *Excludes gutters	1	124,875.00	124,875.00
Man door 3070 standard walk through door- white	2	700.00	1,400.00
Sectional Door 14x14 insulated sectional door *Does not include electric opener	4	3,865.00	15,460.00
Spray Foam Insulation 1" Closed cell spray foam *Due to fluctuations in the market, this price is subject to change	1	19,700.00	19,700.00
Services Paint for spray foam	1	2,100.00	2,100.00
Vinyl Backed Insulation Vinyl backed insulation- \$15,300 *This option is not included in the total price. If vinyl backed insulated is preferred over spray foam, the total price of estimate would be \$157,035	1		0.00
Dirt This estimate does not include any dirt or skid steer services that may be needed.	1	0.00	0.00

This pricing is good for 7 days. After the expiration of the quote, all line items will need to be re-quoted for an accurate job cost.

SUBTOTAL	163,535.00
TAX	0.00

PAYMENT TERMS:

50% deposit required after acceptance of proposal, 30% after concrete is poured and final payment due upon substantial completion. 1 year workmanship warranty will be provided at that point (shifting of soil and cracking of concrete is not included in warranty.)

Thank you for allowing us to quote this project. We look forward to working with

you soon!

TOTAL	\$163,535.00
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Accepted By

Accepted Date



City Council Coversheet
October 26, 2023
415 N. COLLEGE AVE.

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider and take appropriate action to approve Resolution 630-23 approving the Landscaping Services Agreement with Brightview Landscaping Services.

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

Staff Recommends Approval of Resolution 6XX-23 for the Landscape Services Agreement with Brightview for \$119,140.06.

Background:

In 2021 the city approved a contract with Brightview Landscaping Services to maintain various areas within the city. The list of areas covered by the original contract included:

- The FM 156 corridor through the city (excluding the Green Ribbon Project Area)
- City Hall
- City owned Alleys in Old Town
- Timberbrook Dog Park, Walking Trails & Open Space Areas
- Drainage Ditch Area behind Hardeman 7
- Row Areas in the Industrial Area & drainage ditch on Colorado

The FM 156 Green Ribbon maintenance period under the original contract ended in August 2023. To address the maintenance needs of the FM 156 Green Ribbon area, Brightview Landscaping Services has proposed amending their current contract to include all the landscaping maintenance for the FM 156 Green Ribbon area. The details of the proposed contract amendment are included in the packet.

This expansion of the contract to include the FM 156 Green Ribbon Project Area means that Brightview Landscaping Services will be responsible for maintaining this additional section of the city's landscaping, in addition to the areas covered by the original contract.

The funds required to cover the additional cost of including the FM 156 Green Ribbon Area in the landscaping maintenance contract with Brightview Landscaping Services were approved by the city council in the FY 23/24 budget. This indicates that the city has allocated the necessary financial resources to support the expanded scope of the contract, ensuring that the landscaping needs of the FM 156 Green Ribbon area can be adequately addressed as per the amended agreement with Brightview

Landscaping Services.

City Attorney Review: Yes

Attachments:

1. Resolution 630-23 Attachment A
2. Resolution 630-23 Brightview Landscaping Services (1) (2)

LANDSCAPE SERVICES AGREEMENT

Date: September 27, 2023

BrightView: BrightView Landscape Services, Inc.

Client: City of Justin

Contract Start Date: October 1, 2023

Contract End Date: September 30, 2024

Service Fee*: Recurring per occurrence Services to be billed each month in accordance with Table A

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (the "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

- 2. Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at

least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term".

- 3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").
- 4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
- 5. Cooperation.**
- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
 - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
 - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the

effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Service Fee subject to adjustments as described below. Client shall pay the Service Fee to BrightView through monthly payments. The Service Fee shall be payable in accordance with Table A hereunder. Monthly invoices will be dated the 1st of each month, and payments are due within thirty (30) days of the invoice date.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater

of (i) 5% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "*Consumer Price Index*" and "*CPI*" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (g) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if this Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, BrightView may also elect, in

its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Texas will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and

all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.

- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting

from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one

of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

- (k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Branch Manager
Address: 1252 W Dove Rd
Southlake, TX 76092

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: _____
Address: _____

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.

This Statement of Work ("SOW") is incorporated into the Agreement by this reference. In the event multiple SOWs or Work Orders are attached to the Agreement as provided herein, each such SOW or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	City of Justin	Landscape Site Location:	415 N College Ave Justin, TX 76247
Client Business Name:	City of Justin	Client Contact Name:	Josh Little
Client Contact Telephone:	(940)390-7082	Client Contact Email:	jlittle@cityofjustin.com
Billing Business Name:	City of Justin	Billing Contact Name:	Josh Little
Billing Contact Telephone:	(940)390-7082	Billing Contact Address:	415 N College Ave Justin, TX 76247
Billing Email:	jlittle@cityofjustin.com		
BrightView Contact Name:	Ben Young	BrightView Contact Telephone:	(817)229-9348

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoices within the payment terms in Section 6(a) of the Agreement.

Scope of Landscape Services

Table A: Per Occurrence Service Description and Price

[Click here to enter text.](#)

Description of Services (attach diagrams if necessary)

Item #	Cycles	Product Description	Unit Price	Extended
PARKS & RECREATION				
1	38	Timberbrook	\$ 720.06	\$ 27,362.28
2	38	City Hall, 156 and ROWS	\$ 579.09	\$ 22,005.42
3	4	Alleyways	\$ 291.42	\$ 1,165.68
4	2	PostEmergent Broadleafs Spring and Fall	\$ 775.38	\$ 1,550.76
5	2	PreEmergent Spring and Fall	\$ 1,853.27	\$ 3,706.54
6	1	Fertilize Turf - 40-0-0 Slow Release	\$ 668.09	\$ 668.09
7	12	Irrigation Inspections, Timberbrook and 156	\$ 690.00	\$ 8,280.00
8	38	Mow Buffalo Grass	\$ 96.98	\$ 3,685.24
9	18	Mow Native Seed	\$ 102.38	\$ 1,842.84
10	38	Weed Beds Weekly	\$ 285.18	\$ 10,836.84
11	6	Shrub Prune	\$ 393.84	\$ 2,363.04
12	1	Perennial/Ornamental Cutbacks	\$ 3,920.89	\$ 3,920.89
13	2	Bed Pre-emergent and Fertilizer	\$ 2,189.00	\$ 4,378.00
14	2	Tree and Shrub Insect/Fungicide/Fertilizer/Deep Root	\$ 3,801.23	\$ 7,602.46
15	1	Prune Ornamental Trees and Trees	\$ 1,443.35	\$ 1,443.35
16	1	Mulch Beds Bulk	\$ 18,328.63	\$ 18,328.63
17				\$ -
		Annual Total		\$ 119,140.06

RESOLUTION 630-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING LANDSCAPING SERVICES AGREEMENT WITH BRIGHTVIEW LANDSCAPING SERVICES TO MAINTAIN THE FM156 CORRIDOR, PROVIDING FOR AN EFFECTIVE DATE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF THE CITY OF JUSTIN, TEXAS.

WHEREAS, TxDot Reconstructed FM156 from Hwy 114 to north of 8th St.

WHEREAS, City of Justin entered a contract with TxDOT to maintain FM 156 within the Justin City Limits.

WHEREAS, in 2021 The City of Justin was awarded the Green Ribbon Project funding from TxDot & Denton County for landscaping improvement.

WHEREAS, in 2023 the 9-month maintenance period for the Green Ribbon project expired under the Green Scaping contract.

WHEREAS, in alignment with the City Council's Strategic Pillar of Appearance & Aesthetics, the City is committed to upholding these high standards.

WHEREAS, the proposed contract with Brightview provides for the necessary upkeep and maintenance of the landscape enhancements; and

WHEREAS, the funding for the landscaping maintenance was approved in the 23/24 FY Budget by the City Council.

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of Justin.

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

SECTION 1. All matters stated in the Resolution above are found to be true and correct and are incorporated herein by reference as copied in their entirety.

SECTION 2. That the City Council of the City of Justin hereby approves the Landscaping Services Agreement with Brightview Landscaping Services, attached hereto as Resolution 628-23 Attachment A, for the amount of \$119,140.06 and further authorizes the City Manager to execute said Agreement on behalf of the City of Justin, Texas.

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

SECTION 4. This Resolution shall take effect immediately from and after its passage and publication of the caption, as the law and Charter in such case provide.

DULY PASSED by the City Council of the City of Justin, Texas, on the 26th day of October 2023.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney



City Council Coversheet
October 26, 2023
415 N. COLLEGE AVE.

Agenda Item: 7. (WORKSHOP)

Title: Discuss the proposed 2024 City Council meeting calendar.

Department: Administration

Contact: Brittany Andrews, City Secretary

Recommendation:

Discuss the proposed calendar, and direct staff to make any adjustments.

Background:

According to the City Charter, the City Council is required to adopt a meeting calendar each year. The proposed calendar for 2024 reflects all City holidays, Commission and Board meetings, and City Council meetings, with a change of the Council Meeting to Thursdays.

City Attorney Review: No

Attachments:

None



City Council Coversheet
October 26, 2023
415 N. COLLEGE AVE.

Agenda Item: 8. (WORKSHOP)

Title: Discussion regarding Animal Control.

Department: Administration

Contact: John Mounce, Councilmember

Recommendation:

Discuss and provide staff direction.

Background:

The council has asked that this topic be placed on the agenda for discussion. Although this has been an ongoing discussion spanning several years, for data purposes staff have requested reports from the Police Department and Apollo in regards to animal calls and drop offs over the last one to two years. The PD Report shows 95 animal calls over a year span. PD has recently switched reporting systems with Denton County and we are unable to see how many were animal attacks, strays, etc. The Apollo reports are broken down by city limits and the surrounding area. In two years they took in 80 animals from inside city limits and 49 from just outside the area. All American Dog had let PD know that they would no longer provide services to the City in an off-contract capacity. Staff have tried to contact another company, Texas Animal Control, out of Denton but have had issues getting in contact with an actual individual to discuss cost options.

City Attorney Review: N/A

Attachments:

1. Animal Complaints 08-15-22 to 08-15-23
2. Justin in city
3. Out of City Limits

Basic Event Listing - Justin Pd

Date Range: 8/15/2022 - 8/15/2023 Times: All Times

	8/21/2022	14:02	ANIMAL	704 W 2ND ST	894
	8/22/2022	16:31	ANIMAL	ALL STAR CAR WASH / 601 TOPEKA	893
	8/23/2022	23:23	ANIMAL	FOX, TIFFANY / 211 W 3RD ST	895
	8/27/2022	21:08	ANIMAL	1200 HILLSIDE DR	893
	9/4/2022	22:40	ANIMAL	OVALETTA DR/HILLTOP DR	902
	9/5/2022	00:41	ANIMAL	110 SANTA FE TRL	901
	9/6/2022	09:17	ANIMAL	1114 STALLION LN	898
	9/10/2022	07:58	ANIMAL	HILLTOP DR/OVALETTA DR	898
	9/12/2022	20:11	ANIMAL	THE VILLAGE AT REATTA RIDGE / 810	902
22-0336	9/15/2022	14:08	ANIMAL	606 W 1ST ST	898
	9/26/2022	22:20	ANIMAL	1242 RIO BRAVO RD	902
	9/29/2022	10:12	ANIMAL	LONGORIA, JOHN / 422 SILVER MINE DR	898
	10/1/2022	08:47	ANIMAL	W 5TH ST/N SEALY AVE	899
	10/1/2022	09:44	ANIMAL	1106 DENTON CREEK DR	899
	10/1/2022	11:36	ANIMAL	1414 OLIVER CREEK LN	899
	10/3/2022	15:32	ANIMAL	1317 SUNDANCE LN	894
	10/5/2022	16:31	ANIMAL	101 S FM 156	897
	10/6/2022	00:47	ANIMAL	1214 SILVERTHORN TRL	892
	10/9/2022	07:02	ANIMAL	HOMELAND JUSTIN / 904 W 1ST ST	894
	10/12/2022	17:14	ANIMAL	W 7TH ST/LEUTY AVE	894
	10/18/2022	10:19	ANIMAL	822 MESQUITE	898
	10/19/2022	12:27	ANIMAL	JUSTIN ELEMENTARY / 425 BOSS	892
	10/30/2022	16:10	ANIMAL	422 N HARDEMAN CIR	892
	11/1/2022	13:24	ANIMAL	600 BOSS RANGE RD	894
	11/1/2022	14:30	ANIMAL	101 E 5TH ST	898
	11/12/2022	11:28	ANIMAL	424 RIDGE DR	899
22-0416	11/20/2022	15:05	ANIMAL	805 S HARDEMAN CIR	898
	11/22/2022	05:08	ANIMAL	440 BOSS RANGE RD	902
	11/25/2022	16:32	ANIMAL	255 PINE CREST DR	892
	11/30/2022	14:22	ANIMAL	203 HIGH POINT WAY	892
	12/5/2022	10:20	ANIMAL	BISHOP GARDENS APARTMENTS / 200-	899
	12/5/2022	10:39	ANIMAL	BISHOP GARDENS APARTMENTS / 200-	899
	12/17/2022	11:44	ANIMAL	114 INDIAN PAINT DR	898
	12/17/2022	16:43	ANIMAL	N FM 156/12TH ST	894
	12/25/2022	10:29	ANIMAL	132 INDIAN PAINT DR	899
	1/6/2023	12:15	ANIMAL	218 WINDMILL DR	895

23-0074

1/12/2023	10:42	ANIMAL	404 W 7TH ST	903
1/12/2023	16:09	ANIMAL	405 PAFFORD AVE	903
1/20/2023	08:21	ANIMAL	200 W 2ND ST	903
2/3/2023	09:15	ANIMAL	VALERO WILLIAMS DRIVEIN GROCER /	903
2/3/2023	10:35	ANIMAL	405 W 4TH ST	903
2/10/2023	11:47	ANIMAL	118 HUMMINGBIRD LN	903
2/10/2023	20:33	ANIMAL	THE VILLAGE AT REATTA RIDGE / 810	901
2/11/2023	19:51	ANIMAL	ALLSUPS JUSTIN / 952 FM 156 S	901
2/11/2023	21:56	ANIMAL	TALLY BLVD/RIO BRAVO RD	901
2/14/2023	13:35	ANIMAL	520 W 12TH ST	892
2/18/2023	07:52	ANIMAL	120 W 2ND ST	899
2/20/2023	07:17	ANIMAL	217 WINDMILL DR	903
2/28/2023	08:20	ANIMAL	1009 W 7TH ST	899
3/5/2023	10:03	ANIMAL	318 S DENTON AVE	899
3/10/2023	08:04	ANIMAL	310 OVALETTA DR	898
3/16/2023	10:55	ANIMAL	502 W 3RD ST	898
3/17/2023	08:27	ANIMAL	105 REATTA DR	901
3/26/2023	09:54	ANIMAL	826 S PECAN	898
3/27/2023	12:07	ANIMAL	1000-BLK KETTLEWOOD DR	901
3/28/2023	16:43	ANIMAL	1000 RIDGETOP DR	899
4/1/2023	10:38	ANIMAL	265 OVALETTA DR	899
4/1/2023	11:37	ANIMAL	270 PINE CREST DR	899
4/1/2023	13:26	ANIMAL	1008 SUMMIT DR	899
4/1/2023	18:07	ANIMAL	HARDEMAN BLVD/CEDAR CREST DR	902
4/8/2023	16:13	ANIMAL	226 WINDMILL DR	892
4/15/2023	19:52	ANIMAL	109 S BLUE BONNET CIR	894
4/26/2023	10:58	ANIMAL	412 W 3RD ST	891
4/29/2023	19:00	ANIMAL	JUSTIN COMMUNITY PARK / 420	895
5/2/2023	15:19	ANIMAL	ALLSUPS JUSTIN / 952 FM 156 S	898
5/5/2023	19:17	ANIMAL	FULLER, SCOTT / 521 W 2ND ST	893
5/8/2023	05:45	ANIMAL	208 BARRETT DR	899
5/12/2023	22:33	ANIMAL	THE VILLAGE AT REATTA RIDGE / 810	902
5/13/2023	14:18	ANIMAL	BISHOP PARK JUSTIN / 700 FM 156 S	899
5/13/2023	17:30	ANIMAL	208 BARRETT DR	895
5/17/2023	19:25	ANIMAL	100 CHINOS TRL	894
5/17/2023	20:05	ANIMAL	1357 TECOMA TRL	894
5/26/2023	12:55	ANIMAL	JUSTIN SEED / 524 FM 156 S	901
5/26/2023	23:04	ANIMAL	1357 STAMPEDE ST	895
6/10/2023	12:28	ANIMAL	320 HARDEMAN BLVD	901
6/14/2023	14:43	ANIMAL	RIDGE DR/REATTA DR	894
6/15/2023	20:16	ANIMAL	1201 ALDERWOOD DR	893

	6/19/2023	12:25	ANIMAL	124 PAFFORD AVE	894
	6/21/2023	01:06	ANIMAL	BISHOP GARDENS APARTMENTS / 200-	895
	6/22/2023	14:43	ANIMAL	904 VALLEY CIR	892
	6/23/2023	08:51	ANIMAL	502 PAFFORD AVE	901
	6/30/2023	15:08	ANIMAL	422 W 6TH ST	892
	7/3/2023	22:12	ANIMAL	THE VILLAGE AT REATTA RIDGE / 810-	894
	7/5/2023	07:34	ANIMAL	412 MAE DR	898
	7/6/2023	17:41	ANIMAL	LEUTY AVE/W 7TH ST	892
	7/10/2023	14:58	ANIMAL	810-A15104 TALLY BLVD	892
	7/11/2023	11:34	ANIMAL	THE VILLAGE AT REATTA RIDGE / 810	892
	7/12/2023	11:46	ANIMAL	1020 SCENIC DR	901
	7/19/2023	16:17	ANIMAL	FOX, TIFFANY / 211 W 3RD ST	904
	7/19/2023	18:48	ANIMAL	COUNTRY CHIROPRACTIC / 112 W 4TH	904
	7/22/2023	01:06	ANIMAL	THE VILLAGE AT REATTA RIDGE / 810	902
	7/30/2023	10:55	ANIMAL	409 S JACKSON AVE	898
23-0344	8/1/2023	19:00	ANIMAL	112 SIERRA TRL	904
	8/4/2023	20:33	ANIMAL	JOHN WILEY RD/BOSS RANGE RD	894
	8/10/2023	13:40	ANIMAL	E 5TH ST/N FM 156	901

ARMSTRONG,
WIMBERLY,
WATKINS, CURTIS E
WIMBERLY,
COUCH, CAITLIN
ROWLETTE, HUNTER
SPARKS, CLAY
SPARKS, CLAY
COUCH, CAITLIN
SPARKS, CLAY
COUCH, CAITLIN
SPARKS, CLAY
WHEELER, KIERSTON
WHEELER, KIERSTON
WHEELER, KIERSTON
ARMSTRONG,
LAMANCE, KELLY
RADKE, MICHAEL A
ARMSTRONG,
ARMSTRONG,
SPARKS, CLAY
RADKE, MICHAEL A
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ARMSTRONG,
SPARKS, CLAY
WHEELER, KIERSTON
SPARKS, CLAY
COUCH, CAITLIN
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WHEELER, KIERSTON
WHEELER, KIERSTON
SPARKS, CLAY
ARMSTRONG,
WHEELER, KIERSTON
WHEELER, MATTHEW

PADRON, GABRIEL
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PADRON, GABRIEL
LAY, JOSHUA
LAY, JOSHUA
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RADKE, MICHAEL A
WHEELER, KIERSTON
PADRON, GABRIEL
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SPARKS, CLAY
SPARKS, CLAY
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COUCH, CAITLIN
RADKE, MICHAEL A
ARMSTRONG,
THIELEMANN, KELLI
WHEELER, MATTHEW
SPARKS, CLAY
WIMBERLY,
WHEELER, KIERSTON
COUCH, CAITLIN
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WHEELER, MATTHEW
ARMSTRONG,
ARMSTRONG,
LAY, JOSHUA
WHEELER, MATTHEW
LAY, JOSHUA
ARMSTRONG,
WIMBERLY,

ARMSTRONG,
WHEELER, MATTHEW
RADKE, MICHAEL A
LAY, JOSHUA
RADKE, MICHAEL A
ARMSTRONG,
SPARKS, CLAY
RADKE, MICHAEL A
RADKE, MICHAEL A
RADKE, MICHAEL A
LAY, JOSHUA
KRUMM, KAYLEE
KRUMM, KAYLEE
COUCH, CAITLIN
SPARKS, CLAY
KRUMM, KAYLEE
ARMSTRONG,
LAY, JOSHUA

<u>Animal ID</u>	<u>Animal Name</u>	<u>Species</u>	<u>Primary Breed</u>
A0052872928	Bambi	Cat	Domestic Shorthair
A0052941317	Hazel	Cat	Domestic Shorthair
A0052941334	Pearl	Cat	Domestic Shorthair
A0052941335	Nahla	Cat	Domestic Shorthair
A0052941339	Gil	Cat	Domestic Shorthair
A0052941342	Sheldon	Cat	Domestic Longhair
A0052972194	Lakota	Dog	Australian Shepherd
A0053520585	Tater	Dog	Schnauzer, Miniature
A0053520918	Ludo	Dog	Schnauzer, Miniature
A0052950789	Gremlin	Cat	Domestic Shorthair
A0052941346	Tad	Cat	Domestic Shorthair
A0052941352	Philip	Cat	Domestic Shorthair
A0052941356	Nigel	Cat	Domestic Longhair
A0052941362	Bruce	Cat	Domestic Shorthair
A0053521273	Benji	Dog	Schnauzer, Miniature
A0053521790	Maggie May	Dog	Schnauzer, Miniature
A0053522207	Olive	Dog	Schnauzer, Miniature
A0053523676	Tiffany	Dog	Schnauzer, Miniature
A0053524146	Coco	Dog	Schnauzer, Miniature
A0053524432	Fuzz	Dog	Schnauzer, Miniature
A0053657564	Bonnie	Dog	Shepherd
A0053723821	Sausage	Dog	Dachshund, Miniature Smooth Haired
A0053847746	Otis	Dog	Shepherd
A0053903110	Carl Porter	Dog	Great Pyrenees
A0054087928	Hotch	Dog	Chihuahua, Short Coat
A0053786510	Buffy	Cat	Domestic Shorthair
A0053684296	Loki	Cat	Domestic Shorthair
A0053689041	Hera	Cat	Domestic Longhair
A0053806891	Nova	Dog	Rottweiler
A0053651529	Marilyn	Dog	Terrier, American Pit Bull
A0043521345	Potato	Dog	Terrier, American Pit Bull
A0051925647	Koda	Dog	Belgian Malinois
A0051977289	Wanda	Dog	Siberian Husky
A0052013455	Pan	Dog	Terrier, American Pit Bull
A0052110504	Ariel	Dog	Dalmatian
A0052157389	Frostie	Dog	Great Pyrenees
A0052274795	Blue	Dog	Terrier, Pit Bull
A0052299383	Bagel	Cat	Domestic Shorthair
A0052337006	Rocco	Dog	Terrier, Pit Bull
A0052378262	Obi-wan	Dog	Australian Cattle Dog
A0054087933	Emily	Dog	Chihuahua, Short Coat
A0054087936	Tara	Dog	Chihuahua, Short Coat
A0054087939	JJ	Dog	Chihuahua, Short Coat
A0054131702	Bailey	Dog	Terrier
A0054179775	Lulu	Dog	Australian Cattle Dog

A0054179798	Zoe	Dog	Australian Cattle Dog
A0054179807	Spaghetti	Dog	Poodle, Standard
A0054375727	Coda	Dog	Great Pyrenees
A0054557167	Wednesday	Dog	Retriever, Labrador
A0054557173	Pugsley	Dog	Retriever, Labrador
A0054544761	Gooley	Cat	Domestic Shorthair
A0051925834	Binxy Baker	Cat	Domestic Shorthair
A0051925862	Mocha	Cat	Domestic Shorthair
A0051925881	Tips	Cat	Domestic Shorthair
A0051925908	Pawny	Cat	Domestic Shorthair
A0052239002	Shelbi	Cat	Domestic Shorthair
A0052391585	Butterscotch	Cat	Domestic Shorthair
A0052391774	Muffin	Cat	Domestic Shorthair
A0052391775	Honey	Cat	Domestic Shorthair
A0052455579	Sugar	Cat	Domestic Shorthair
A0052455591	Snickerdoodle	Cat	Domestic Shorthair
A0052455599	Chip	Cat	Domestic Shorthair
A0052671273	Tampico	Cat	Domestic Shorthair
A0052794979	Bucee	Dog	Terrier, American Pit Bull
A0043765837	Patriot	Dog	Cane Corso
A0052461550	Bella	Dog	Rottweiler
A0052660641	Bella	Dog	Siberian Husky
A0052661293	Smokey	Cat	Domestic Shorthair
A0052661305	Bandit	Cat	Domestic Shorthair
A0052628235	Gamora	Cat	Domestic Shorthair
A0052628297	Nebula	Cat	Domestic Shorthair
A0052455606	Chunky	Cat	Domestic Shorthair
A0052811648	Chipotle	Cat	Domestic Shorthair
A0052811652	Bonnet	Cat	Domestic Shorthair
A0052811656	Trinidad	Cat	Domestic Shorthair
A0052811665	Mr Mango	Cat	Domestic Shorthair
A0052872879	Fergie	Cat	Domestic Shorthair
A0052772742	Unknown	Cat	Domestic Shorthair
A0052671237	Tabasco	Cat	Domestic Shorthair

<u>Gender</u>	<u>Age</u>	<u>Altered</u>	<u>Danger</u>	<u>Danger Reason</u>
F	10mos	Yes	No	
F	1mos	No	No	
F	1mos	No	No	
F	1mos	No	No	
F	1mos	No	No	
M	1mos	No	No	
M		Yes	No	
M	0mos	No	No	
M	0mos	No	No	
M	1mos	No	No	
M	1mos	No	No	
M	1mos	No	No	
M	1mos	No	No	
M	1mos	No	No	
M	1mos	No	No	
M	0mos	No	No	
F	0mos	No	No	
F	0mos	No	No	
F	0mos	No	No	
F	0mos	No	No	
F	0mos	No	No	
F	2mos	No	No	
M	6yrs	Yes	No	
M	2mos	No	No	
M	3mos	No	No	
M	0mos	No	No	
F	1mos	No	No	
M	1mos	No	No	
F	2yrs	No	No	
F	7mos	No	No	
F	1mos	No	No	
M	5yrs	Yes	No	
F	4yrs	Yes	No	
F	1yrs	Yes	No	
M	4yrs	Yes	No	
F		No	No	
F	7mos	Yes	No	
M		No	No	
M	4yrs	Yes	No	
F		No	No	
M	2yrs	Yes	No	
F	0mos	No	No	
F	0mos	No	No	
F	0mos	No	No	
M	5yrs	Yes	No	
F		No	No	

F	9yrs	Yes	No
F		No	No
M		No	No
F	2yrs	No	No
M	2yrs	No	No
M	2mos	No	No
M	4mos	No	No
M	4mos	Yes	No
M	4mos	Yes	No
M	4mos	Yes	No
F	2yrs	Yes	No
F	5mos	Yes	No
F	2mos	No	No
F	2mos	No	No
F	1mos	No	No
M	1mos	No	No
M	1mos	Yes	No
F	2mos	No	No
M	7mos	Yes	No
M	3yrs	Yes	No
F		No	No
F	6yrs	Yes	No
F	2mos	No	No
M	2mos	No	No
F	2mos	No	No
F	2mos	No	No
M	1mos	No	No
F	0mos	No	No
F	0mos	No	No
M	0mos	No	No
M	0mos	No	No
F	1yrs	No	No
F	1mos	No	No
F	2mos	No	No

<u>Primary Colour</u>	<u>Colour Pattern</u>	<u>Size</u>	<u>Pre</u>	<u>Spayed Neutered</u>	<u>Intake Date/Time</u>	<u>Operation Type</u>
Black	Tortoiseshell	Medium	N	Y	6/12/2023 5:53 PM	Stray
Tan	Tabby	Small	N	N	6/15/2023 7:43 PM	Stray
Grey	Tabby	Small	N	N	6/21/2023 7:54 PM	Stray
Grey	Tabby	Small	N	N	6/21/2023 7:54 PM	Stray
Grey	Tabby	Small	N	N	6/21/2023 7:54 PM	Stray
Grey	Tabby	Small	N	N	6/21/2023 7:54 PM	Stray
Black	Tricolor	Medium	N	Y	6/18/2023 1:18 PM	Stray
Tan		Small	N	N	5/13/2023 11:18 AM	Stray
Tan		Small	N	N	5/13/2023 11:18 AM	Stray
Black	Solid	Small	N	N	6/22/2023 10:29 PM	Stray
Grey	Tabby	Small	N	N	6/21/2023 7:54 PM	Stray
Grey	Tabby	Small	N	N	6/21/2023 7:54 PM	Stray
Grey	Tabby	Small	N	N	6/21/2023 7:54 PM	Stray
Black	Solid	Small	N	N	6/21/2023 7:54 PM	Stray
Black		Small	N	N	5/13/2023 11:18 AM	Stray
Brown		Small	N	N	5/13/2023 11:18 AM	Stray
Tan		Small	N	N	5/13/2023 11:18 AM	Stray
Black		Small	N	N	5/13/2023 11:18 AM	Stray
Black		Small	N	N	5/13/2023 11:18 AM	Stray
Black		Small	N	N	5/13/2023 11:18 AM	Stray
Black		Small	N	N	5/13/2023 11:18 AM	Stray
Black		Medium	N	N	6/24/2023 3:17 PM	Stray
Black	Dapple	Small	N	Y	6/30/2023 11:18 AM	Stray
Tan		Medium	N	N	6/25/2023 3:32 PM	Stray
Tan		Large	N	N	7/26/2023 4:42 PM	Stray
White		Small	N	N	8/13/2023 2:55 PM	Stray
Black	Solid	Small	N	N	7/18/2023 6:11 PM	Stray
Black	Solid	Small	N	N	6/26/2023 3:17 PM	Stray
Brown	Tabby	Small	N	N	7/6/2023 10:53 AM	Stray
Black		Large	N	N	7/22/2023 5:09 PM	Stray
Blond		Small	N	N	6/29/2023 10:26 PM	Stray
Blue		Medium	Y	Y	3/6/2023 10:38 AM	Stray
Tan		Large	N	Y	1/9/2023 12:05 PM	Stray
Grey		Large	N	Y	1/26/2023 12:00 PM	Stray
White		Medium	N	Y	1/30/2023 2:11 PM	Stray
White	Spotted	Medium	N	N	2/21/2023 11:23 AM	Stray
White		Medium	N	Y	2/23/2023 2:33 PM	Stray
Blue		Large	N	N	3/15/2023 5:06 PM	Stray
Orange	Tabby	Medium	N	Y	3/23/2023 3:22 PM	Stray
Black		Large	N	N	3/27/2023 3:57 PM	Stray
Red		Medium	N	Y	3/28/2023 10:53 AM	Stray
Brown		Small	N	N	8/13/2023 2:55 PM	Stray
White		Small	N	N	8/13/2023 2:55 PM	Stray
White		Small	N	N	8/13/2023 2:55 PM	Stray
Beige		Small	U	Y	9/9/2023 1:22 PM	Stray
Black		Medium	U	U	9/16/2023 1:17 PM	Stray

Grey		Medium	U	Y	9/16/2023 1:17 PM	Stray
Black		Large	U	U	9/16/2023 1:17 PM	Stray
White		Large	N	N	9/14/2023 12:28 PM	Stray
Black		Medium	N	N	9/27/2023 11:40 AM	Stray
White		Medium	N	N	9/27/2023 11:40 AM	Stray
Brown	Tabby	Small	N	N	10/6/2023 1:49 PM	Stray
Black	Solid	Small	N	N	1/23/2023 12:21 PM	Stray
Brown	Tabby	Small	Y	Y	1/23/2023 12:21 PM	Stray
Brown	Tabby	Small	Y	Y	1/23/2023 12:21 PM	Stray
Brown	Tabby	Small	Y	Y	1/23/2023 12:21 PM	Stray
White	Tabby	Small	N	Y	3/1/2023 5:12 PM	Stray
Orange		Medium	N	Y	3/21/2023 6:09 PM	Stray
Grey	Tabby	Small	N	N	4/6/2023 7:07 PM	Stray
Grey	Tabby	Small	N	N	4/6/2023 7:07 PM	Stray
Grey	Tabby	Small	N	N	4/17/2023 1:47 PM	Stray
Orange	Tabby	Small	N	N	4/17/2023 1:47 PM	Stray
Orange	Tabby	Small	N	Y	4/17/2023 1:47 PM	Stray
Orange	Tabby	Small	N	N	5/16/2023 4:08 PM	Stray
White		Medium	N	Y	5/29/2023 7:28 PM	Stray
Grey		Extra Large	N	Y	5/28/2023 7:23 PM	Stray
Black		Large	N	N	4/9/2023 11:27 AM	Stray
Grey		Large	Y	Y	5/11/2023 3:59 PM	Stray
Apricot	Dilute	Small	N	N	5/14/2023 5:07 PM	Stray
Orange	Tabby	Small	N	N	5/14/2023 5:07 PM	Stray
Grey	Tabby	Small	N	N	5/5/2023 6:45 PM	Stray
Grey	Tabby	Small	N	N	5/5/2023 6:45 PM	Stray
Grey	Tabby	Small	N	N	4/17/2023 1:47 PM	Stray
Orange	Tabby	Small	N	N	5/28/2023 7:07 PM	Stray
Orange	Tabby	Small	N	N	5/28/2023 7:07 PM	Stray
Grey	Tabby	Small	N	N	5/28/2023 7:07 PM	Stray
Orange	Tabby	Small	N	N	5/28/2023 7:07 PM	Stray
Grey	Tabby	Medium	N	N	6/12/2023 5:44 PM	Stray
Black		Small	N	N	5/30/2023 2:32 PM	Stray
Orange	Tabby	Small	N	N	5/17/2023 8:56 AM	Stray

<u>Operation Sub Type</u>	<u>Location Found</u>	<u>Jurisdiction</u>	<u>Condition</u>
Public Drop Off	owner surrender. can't find name	Justin, TX in City	Appears Normal
Public Drop Off	Kitten found under hood of car in Argyle area	Justin, TX in City	Appears Normal
Public Drop Off	Dropped at rescue by "Eileen and Jim"	Justin, TX in City	Appears Normal
Public Drop Off	Dropped at rescue by "Eileen and Jim"	Justin, TX in City	Appears Normal
Public Drop Off	Dropped at rescue by "Eileen and Jim"	Justin, TX in City	Appears Normal
Public Drop Off	Dropped at rescue by "Eileen and Jim"	Justin, TX in City	Appears Normal
Public Drop Off	Sam Reynolds	Justin, TX in City	Appears Normal
Born in Care	Bailey Boo's puppies (Schnauzer)	Justin, TX in City	Appears Normal
Born in Care	Bailey Boo's puppies (Schnauzer)	Justin, TX in City	Appears Normal
Abandoned	156 and 114	Justin, TX in City	Sick
Public Drop Off	Dropped at rescue by "Eileen and Jim"	Justin, TX in City	Appears Normal
Public Drop Off	Dropped at rescue by "Eileen and Jim"	Justin, TX in City	Appears Normal
Public Drop Off	Dropped at rescue by "Eileen and Jim"	Justin, TX in City	Appears Normal
Public Drop Off	Dropped at rescue by "Eileen and Jim"	Justin, TX in City	Appears Normal
Born in Care	Bailey Boo's puppies (Schnauzer)	Justin, TX in City	Appears Normal
Born in Care	Bailey Boo's puppies (Schnauzer)	Justin, TX in City	Appears Normal
Born in Care	Bailey Boo's puppies (Schnauzer)	Justin, TX in City	Appears Normal
Born in Care	Bailey Boo's puppies (Schnauzer)	Justin, TX in City	Appears Normal
Born in Care	Bailey Boo's puppies (Schnauzer)	Justin, TX in City	Appears Normal
Born in Care	Bailey Boo's puppies (Schnauzer)	Justin, TX in City	Appears Normal
Public Drop Off	Brookfield dr	Justin, TX in City	Appears Normal
Public Drop Off	Blue moud highway 156	Justin, TX in City	Appears Normal
Public Drop Off	Cactus and buttercup in Justin	Justin, TX in City	Appears Normal
Public Drop Off	13521 Sam Reynolds Rd Justin	Justin, TX in City	Appears Normal
Born in Care	Penelope's puppies	Justin, TX in City	Appears Normal
Public Drop Off	dove hollow lane	Justin, TX in City	Appears Normal
Abandoned	CR 4852	Justin, TX in City	Appears Normal
Abandoned	on Sam Reynolds	Justin, TX in City	Healthy
Abandoned	pembine lane and milwaukee street	Justin, TX in City	Sick
Public Drop Off	HWY 114	Justin, TX in City	Healthy
Public Drop Off	Found in some ones Garage in Justin.	Justin, TX in City	Appears Normal
Public Drop Off	Between Justin and Dish	Justin, TX in City	Appears Normal
Public Drop Off	Heather Brook Road & Hwy 114	Justin, TX in City	Appears Normal
Public Drop Off	Sam Reynolds Rd	Justin, TX in City	Appears Normal
Public Drop Off	Front of the rescue dumped	Justin, TX in City	Appears Normal
Public Drop Off	Bill cook and 407	Justin, TX in City	Appears Normal
Public Drop Off	First street justin texas	Justin, TX in City	Appears Normal
Public Drop Off	Found off 407	Justin, TX in City	Appears Normal
Public Drop Off	Loomis and porterfield in Justin	Justin, TX in City	Appears Normal
Public Drop Off	Justin	Justin, TX in City	Appears Normal
Born in Care	Penelope's puppies - Justin	Justin, TX in City	Appears Normal
Born in Care	Penelope's puppies - Justin	Justin, TX in City	Appears Normal
Born in Care	Penelope's puppies - Justin	Justin, TX in City	Appears Normal
Public Drop Off	off of 114	Justin, TX in City	Appears Normal
Public Drop Off	Justin	Justin, TX in City	Appears Normal

Public Drop Off	Justin	Justin, TX in City	Appears Normal
Public Drop Off	Justin	Justin, TX in City	Appears Normal
Public Drop Off	Abandoned	Justin, TX in City	Appears Normal
Public Drop Off	Trapped on Dove Hill Rd	Justin, TX in City	Appears Normal
Public Drop Off	Trapped on Dove Hill Rd	Justin, TX in City	Appears Normal
Abandoned	156 and 407	Justin, TX in City	Appears Normal
Abandoned	11888 Buttercuo Lane	Justin, TX in City	Healthy
Abandoned	11888 Buttercuo Lane	Justin, TX in City	Healthy
Abandoned	11888 Buttercuo Lane	Justin, TX in City	Healthy
Abandoned	11888 Buttercuo Lane	Justin, TX in City	Healthy
Abandoned	unknown	Justin, TX in City	Appears Normal
Public Drop Off	Park Drive in NW Fort Worth/Saginaw	Justin, TX in City	Injured
Abandoned	Sonic on 156, Justin	Justin, TX in City	Appears Normal
Abandoned	Sonic on 156, Justin	Justin, TX in City	Appears Normal
Public Drop Off	Justin	Justin, TX in City	Appears Normal
Public Drop Off	Justin	Justin, TX in City	Appears Normal
Public Drop Off	Justin	Justin, TX in City	Appears Normal
Abandoned	dropped off at rescue- found in Justin	Justin, TX in City	Healthy
Public Drop Off	Found dumped at Bucees	Justin, TX in City	Appears Normal
Public Drop Off	Cowboy and jasmine springs	Justin, TX in City	Appears Normal
Public Drop Off	407 by homeland	Justin, TX in City	Appears Normal
Public Drop Off	Strader and 156	Justin, TX in City	Appears Normal
Police Pickup / Drop Off	Justin PD	Justin, TX in City	Appears Normal
Police Pickup / Drop Off	Justin PD	Justin, TX in City	Appears Normal
Abandoned	abandoned at facility	Justin, TX in City	Appears Normal
Abandoned	abandoned at facility	Justin, TX in City	Appears Normal
Public Drop Off	Justin	Justin, TX in City	Appears Normal
Public Drop Off	unknown Justin Area	Justin, TX in City	Appears Normal
Public Drop Off	unknown Justin Area	Justin, TX in City	Appears Normal
Public Drop Off	unknown Justin Area	Justin, TX in City	Appears Normal
Public Drop Off	unknown Justin Area	Justin, TX in City	Appears Normal
Public Drop Off	Owner surrender, Can't find name	Justin, TX in City	Appears Normal
Public Drop Off	Elementary Rd in Justin at Clara Love Elementary	Justin, TX in City	Injured
Abandoned	brought to rescue from unknown location	Justin, TX in City	Healthy

<u>Animal ID</u>	<u>Animal Name</u>	<u>Species</u>	<u>Primary Breed</u>	<u>Gender</u>
A0051926496	Maple	Cat	Domestic Shorthair	F
A0052147183	Betty	Cat	Domestic Shorthair	F
A0052397005	Ravioli	Cat	Domestic Shorthair	M
A0052209716	Candy	Cat	Domestic Shorthair	F
A0052209775	Cookie	Cat	Domestic Shorthair	F
A0052327992	Jax	Cat	Domestic Shorthair	M
A0052403575	Michael	Dog	German Shepherd	M
A0052403580	Jay	Dog	German Shepherd	M
A0052403583	Fox	Dog	German Shepherd	F
A0052426910	Aqua Cat	Cat	Domestic Shorthair	M
A0052426921	Prindle	Cat	Domestic Shorthair	M
A0052426929	Hobie	Cat	Domestic Shorthair	M
A0052426933	Sol	Cat	Domestic Shorthair	F
A0052426936	Windrider	Cat	Domestic Shorthair	F
A0052837718	Sugarbear	Dog	Shih Tzu	M
A0052888485	Luca	Dog	Maltese	M
A0052432889	Bella	Cat	Domestic Shorthair	F
A0052432897	Clara	Cat	Domestic Shorthair	F
A0052432903	Grim	Cat	Domestic Shorthair	M
A0052433470	Buttercup	Cat	Domestic Shorthair	F
A0052433475	Bonnie	Cat	Domestic Shorthair	F
A0052433478	Stevie	Cat	Domestic Shorthair	F
A0052433483	Monkey	Cat	Domestic Shorthair	M
A0052433491	Sweetcakes	Cat	Domestic Shorthair	F
A0052627945	Huey	Cat	Domestic Shorthair	M
A0052627956	Dewey	Cat	Domestic Shorthair	M
A0052627960	Louie	Cat	Domestic Shorthair	M
A0052811744	Ava	Cat	Domestic Shorthair	F
A0052811754	Stormy	Cat	Domestic Shorthair	M
A0052811759	Hero	Cat	Domestic Shorthair	M
A0054481337	Paco	Dog	Chihuahua, Short Coat	M
A0054505875	Johann	Cat	Domestic Shorthair	M
A0054505881	Wolfgang	Cat	Domestic Shorthair	M
A0054505889	Frieda	Cat	Domestic Shorthair	F
A0054086138	Higgins	Cat	Domestic Shorthair	M
A0054086141	Hemsworth	Cat	Domestic Shorthair	M
A0054086143	Napolean	Cat	Domestic Shorthair	M
A0054086148	Tory	Cat	Domestic Shorthair	F
A0054093290	Princess Diana	Cat	Domestic Shorthair	F
A0054093319	Pam	Cat	Domestic Shorthair	F
A0054093334	Oliver	Cat	Domestic Shorthair	M
A0054093338	Bat Girl	Cat	Domestic Shorthair	F
A0054093350	Eloise	Cat	Domestic Shorthair	F

A0054094137	Barry	Cat	Domestic Shorthair	M
A0054480597	Cricket	Cat	Domestic Shorthair	M
A0054480693	Caterpillar	Cat	Domestic Shorthair	F
A0053743580	Sunny	Cat	Domestic Shorthair	M
A0054035789	Legolas	Cat	Domestic Shorthair	M

<u>Age</u>	<u>Altered</u>	<u>Primary Colour</u>	<u>Secondary Colour</u>
1yrs	No	Grey	Tan
2yrs	Yes	Grey	Black
4mos	Yes	Black	White
5mos	Yes	Grey	Tan
5mos	Yes	Grey	Tan
1yrs	Yes	Grey	
10mos	Yes	Black	Buff
10mos	Yes	Tan	Black
2yrs	Yes	Tan	Black
1mos	No	Grey	Black
1mos	No	Black	White
1mos	Yes	Black	White
1mos	No	White	White
1mos	No	White	White
8yrs	No	Brown	Cream
7yrs	Yes	White	
1mos	No	Black	Orange
1mos	No	Black	Orange
1mos	No	Black	
2mos	No	Black	
2mos	No	Black	
2mos	No	Black	
2mos	No	Black	
2mos	No	Black	Brown
2mos	No	Orange	
2mos	No	Orange	
2mos	Yes	Orange	
2mos	No	Black	
1mos	No	Grey	Black
3mos	Yes	Grey	Black
1yrs	No	Tan	
3mos	No	Brown	Black
3mos	No	Brown	Black
3mos	No	Brown	Black
1mos	No	Brown	Black
1mos	No	Brown	Black
1mos	No	Grey	
1mos	No	Grey	Cream
2yrs	No	Grey	Brown
1mos	No	Grey	Brown
1mos	No	Grey	Brown
1mos	No	Grey	Brown
1mos	No	Black	White

3mos	No	Brown	Black
4yrs	No	Brown	Black
6yrs	No	Black	Silver
1yrs	Yes	Orange	
5mos	No	Silver	

<u>Third Colour</u>	<u>Colour Pattern</u>	<u>Second Colour Pattern</u>	<u>Size</u>	<u>Pre</u>	<u>Spayed Neutered</u>
Buff	Tabby		Medium	N	N
	Tabby		Medium	Y	Y
			Small	Y	Y
	Tabby		Small	N	Y
	Tabby		Small	N	Y
	Solid		Medium	N	Y
			Large	N	Y
			Large	N	Y
			Large	N	Y
	Tabby		Small	N	N
	Spotted		Small	N	N
	Spotted		Small	N	Y
	Solid		Small	N	N
	Torbie		Small	N	N
			Small	U	U
			Small	N	Y
	Tortoiseshell		Small	N	N
	Tortoiseshell		Small	N	N
	Solid		Small	N	N
	Solid		Small	N	N
	Solid		Small	N	N
	Solid		Small	N	N
	Solid		Small	N	N
	Tabby		Small	N	N
	Tabby		Small	N	N
	Tabby		Small	N	N
	Tabby		Small	N	Y
			Small	N	N
	Tabby		Small	N	N
	Tabby		Small	N	Y
			Small	N	N
	Tabby		Small	N	N
	Tabby		Small	N	N
	Tabby		Small	N	N
	Tabby		Small	N	N
	Tabby		Small	N	N
	Tabby		Small	N	N
	Solid		Small	N	N
	Dilute		Small	N	N
	Tabby		Medium	N	N
	Tabby		Small	N	N
	Tabby		Small	N	N
	Tabby		Small	N	N
	Tuxedo		Small	N	N

Tabby	Small	N	N
Tabby	Medium	N	N
Tabby	Medium	N	N
Tabby	Large	N	Y
Tabby	Small	N	N

<u>Intake Date/Time</u>	<u>Operation Type</u>	<u>Operation Sub Type</u>	<u>Location Found</u>
1/5/2023 1:07 PM	Stray	Public Drop Off	near oil rig
2/28/2023 11:49 AM	Stray	Abandoned	156 and Matany
4/7/2023 5:18 PM	Stray	Abandoned	justin city limits
3/5/2023 3:05 PM	Stray	Abandoned	Justin TX
3/5/2023 3:05 PM	Stray	Abandoned	Justin TX
1/28/2023 2:27 PM	Stray	Public Drop Off	Blue Mound Road
4/9/2023 7:46 PM	Stray	Abandoned	Dove Hill and 407
4/9/2023 7:52 PM	Stray	Abandoned	407 and Dove Hill Road
4/9/2023 7:52 PM	Stray	Abandoned	407 and Dove Hill Road
4/4/2023 5:34 PM	Stray	Public Drop Off	Justin
4/4/2023 5:34 PM	Stray	Public Drop Off	Justin
4/4/2023 5:34 PM	Stray	Public Drop Off	Justin
4/4/2023 5:34 PM	Stray	Public Drop Off	Justin
4/4/2023 5:34 PM	Stray	Public Drop Off	Justin
6/4/2023 4:24 PM	Stray	Public Drop Off	2809 buckthorn rd, Northlake, tx, 76226
6/7/2023 1:39 PM	Stray	Public Drop Off	4990 kiowa trl Argyle tx 76226
4/13/2023 2:36 PM	Stray	Abandoned	114
4/13/2023 2:36 PM	Stray	Abandoned	114
4/13/2023 2:36 PM	Stray	Abandoned	114
4/13/2023 3:17 PM	Stray	Abandoned	114
4/13/2023 3:17 PM	Stray	Abandoned	114
4/13/2023 3:17 PM	Stray	Abandoned	114
4/13/2023 3:17 PM	Stray	Abandoned	114
4/13/2023 3:17 PM	Stray	Abandoned	114
5/8/2023 5:52 PM	Stray	Public Drop Off	196 Cattlemans Creek Rd. City: Newark State: Texas
5/8/2023 5:52 PM	Stray	Public Drop Off	196 Cattlemans Creek Rd. City: Newark State: Texas
5/8/2023 5:52 PM	Stray	Public Drop Off	196 Cattlemans Creek Rd. City: Newark State: Texas
6/4/2023 7:56 PM	Stray	Public Drop Off	under a trailer
5/27/2023 8:09 PM	Stray	Public Drop Off	owners dogs found them under their house. four in
6/4/2023 8:13 PM	Stray	Public Drop Off	under house
9/26/2023 3:29 AM	Stray	Abandoned	Wildflower Ranch Trapped
9/30/2023 12:04 PM	Stray	Born in Care	Board on Property - Crickets off-spring
9/30/2023 12:04 PM	Stray	Born in Care	Board on Property - Crickets off-spring
9/30/2023 12:04 PM	Stray	Born in Care	Board on Property - Crickets off-spring
8/4/2023 4:41 PM	Stray	Abandoned	drop off rescue
8/4/2023 4:41 PM	Stray	Abandoned	drop off rescue
8/4/2023 4:41 PM	Stray	Abandoned	drop off rescue
8/4/2023 4:41 PM	Stray	Abandoned	drop off rescue
7/25/2023 1:12 PM	Stray	Abandoned	rescue drop off
7/25/2023 1:12 PM	Stray	Abandoned	rescue drop off
7/25/2023 1:12 PM	Stray	Abandoned	rescue drop off
7/25/2023 1:12 PM	Stray	Abandoned	rescue drop off

9/5/2023 2:05 PM	Stray	Abandoned	rescue drop off
9/26/2023 5:18 PM	Stray	Abandoned	wildflower ranch subdivision
9/26/2023 5:31 PM	Stray	Abandoned	rescue facility
7/13/2023 2:35 PM	Stray	Public Drop Off	Hilltop and Wilson Court, Rhome, TX
8/26/2023 10:51 AM	Stray	Public Drop Off	Justin

Justin, TX out of city limits	Appears
Justin, TX out of city limits	Appears
Justin, TX out of city limits	Appears
Justin, TX out of city limits	Appears
Justin, TX out of city limits	Healthy



City Council Coversheet
October 26, 2023
415 N. COLLEGE AVE.

Agenda Item: 9. (WORKSHOP)

Title: Discuss City Council Policies and Procedures.

Department: Administration

Contact: Tomas Mendoza, Councilmember

Recommendation:

Background:

Councilman Mendoza and a few others have asked to discuss City Council Policies, including City Council future agenda item procedures, Ethics, Social Media, and Moral Turpitude. This item is for council discussion and possible staff direction.

City Attorney Review: Yes

Attachments:

1. Code of Ethics 2023
2. Social Media - City Council
3. Councilmember Mounce Future Agenda Item Procedures and Prototype.

City of Justin
Code of Ethics

I. DECLARATION OF POLICY

It is hereby declared to be the policy of the City of Justin that the proper operation of representative government requires that public officials and employees be independent, impartial and responsible only to the people of the City; that the governmental decisions and policy be made in the proper channels of the governmental structure; that no official, employee or member of any standing committee or board should have any interest, financial or otherwise, direct or indirect, or engage in any business transaction or professional activity, or incur any obligation of any nature, which is in conflict with the proper discharge of duties in the public interest; that public office not be used for personal gain; and that the City Council of the City of Justin (the “City Council”) at all times shall be maintained as a nonpartisan body. The City Council, with the support of the City’s residents, desires to implement such a policy. Therefore, the City Council deems it advisable to enact a code of ethics for all officials and employees, whether elected or appointed, paid or unpaid, to serve not only as a guide for official conduct of the City’s public servants, but also as a basis for discipline for those who refuse to abide by its terms.

II. DEFINITIONS

In this article, unless the context otherwise requires:

Employee means any person employed by the City, including those individuals on a part-time basis, but shall not be extended to apply to any independent contractor.

Official means any elected or appointed member of the City Council and any person appointed by the City Council to a board, commission, or committee of the City of Justin..

III. STANDARDS OF CONDUCT

No official or employee of the City shall:

- Accept any gift or favor from any person, firm or corporation that might reasonably tend to influence the official or employee in the discharge of official duties or grant in the discharge of official duties any improper favor, service, or thing of value. This shall not include a de minimis gift or favor with a value of less than \$100.
- Use the official’s or employee’s official position to secure special privileges or exemptions for any person, including the official or employee.
- Grant any special consideration, treatment, or advantage to any citizen, individual, business organization or group beyond that which is available to every other citizen, individual, business organization or group. This shall not prohibit the granting of fringe benefits to City employees as a part of their contract of employment or as an added incentive to the securing or retaining of employees.

- Disclose information that could adversely affect the property, government, or affairs of the City, nor directly or indirectly use any information gained by reason of the official's or employee's position or employment for personal gain or benefit or for the private interest of others.
- Transact any business on behalf of the City in an official capacity with any business entity with which the official or employee is an official, agent or member, or in which the official or employee owns a substantial interest. In the event that such a circumstance should arise, then the official or employee shall make known the interest, and in the case of an official, abstain from voting on the matter, or in the case of an employee, turn the matter over to a superior for reassignment, state the reasons for doing so, and have nothing further to do with the matter involved.
- Engage in any outside activities which will conflict with, or will be incompatible with, assigned duties in the employment of the City, or reflect discredit upon the City, or in which employment in the City will give the employee an advantage over others engaged in a similar business, vocation, or activity.
- Accept other employment or engage in outside activities incompatible with the full and proper discharge of duties and responsibilities with the city, or which might impair independent judgment in the performance of public duty.
- Receive any fee or compensation for services as an official or employee of the city from any source other than the City, except as may be otherwise provided by law. This shall not prohibit performing the same or other services for a private organization that the employee or official performs for the City if there is no conflict with duties and responsibilities to City.
- Represent, directly or indirectly, or appear in behalf of private interests of others before any agency of the City or any City board, commission or committee, nor shall such official or employee represent any private interest of others in any action or proceeding involving the City, nor participate on behalf of others in any litigation to which the City might be a party, nor shall such official or employee ever accept any retainer or compensation that is contingent upon a specific action taken by the City or any of its agencies.
- Use the prestige of the official's or employee's position on behalf of any political party, but shall at all times maintain the nonpartisan policy of the City, provided that all officials and employees are encouraged to register and vote as they may choose in all local, state and national elections.
- Knowingly perform or refuse to perform any act to deliberately thwart the execution of the City ordinances, rules or regulations, or the achievement of official City programs.
- Use City supplies, equipment, or facilities for any purpose other than the conduct of official City business.
- Engage in any dishonest or criminal act or any other conduct prejudicial to the

government of the City or that reflects discredit upon the government of the City.

IV. COMPLIANCE WITH THE LAW

All officials shall comply with the laws of the nation, the State of Texas, and the Town in the performance of their public duties. These laws include but are not limited to the United States and Texas constitutions; Texas civil statutes; Texas penal laws; and the Town Ordinances and policies.

- Elected officials and appointed officials, advisory boards and commissions must adhere to the following Texas statutes: Civil Statutes - Open Meetings Act (Texas Government Code, Ann. Chapter 551) Public Information Act/Open Records Act (Texas Government Code, Ann. Chapter 552) Conflicts of Interest (Texas Local Government Code, Chapter 171) Official Misconduct (Texas Penal Code, Chapter 36, Chapter 39) Nepotism (Texas Local Government Code, Chapter 573) Whistleblower Protection (Texas Local Government Code, Chapter 554) Competitive Bidding and Procurement (Texas Local Government Code, Chapter 252)
- State Penal Laws - Bribery (Texas Penal Code, 36.02) Coercion of Public Servant or Voter (Texas Penal Code, §36.03) Improper Influence (Texas Penal Code §36.04) Tampering with a Witness (Texas Penal Code §36.05) Retaliation (Texas Penal Code §36.06) Gifts to Public Officials (Texas Penal Code §36.08) Offering Gift to Public Servant (Texas Penal Code §36.09) Abuse of Office (Texas Penal Code, Chapter 39) Official Misconduct (Texas Penal Code §36.02) Official Oppression (Texas Penal Code §39.03) Misuse of Official Information (Texas Penal Code §39.06).

V. DISCLOURE OF INTEREST

Any official, who has either a personal or private interest in any matter pending before the official's committee or board, shall disclose such interest to the other members of the committee or board and shall refrain from discussing the same with any other member of the committee or board and shall not vote thereon.

VI. THREE-YEAR PROHIBITION OF TRANSACTIONS WITH CITY AFTER OFFICIAL'S TERMINATION OF SERVICE

All officials, whether elected or appointed, shall be disqualified, for a period of Three (3) years after termination of service with the City, from entering any transactions or contracts with the City where such former official has a financial interest either directly or indirectly.

VII. COMPLAINTS; HEARING

Any person who believes that there has been a violation of a provisions of this code may file a sworn complaint with Human Resources who will notify the Board of Ethics that the complaint has been received. The complaint shall:

- (1) identify the person or persons who allegedly committed the violation.
- (2) provide a statement of the facts on which the complaint is based.
- (3) to the extent possible, identify the rule or rules allegedly violated; and
- (4) be sworn to in the form of an affidavit and be based on personal knowledge of the affiant and be subject to the laws of perjury.

The Board of Ethics Chairperson- shall send notification to the City Council that a complaint has been received and that the Board will be convening to review the complaint for validity. Once the Board of Ethics has determined the complaint is valid, a copy of the complaint shall be forwarded to, the person charged in the complaint along with the date of when the Board will meet to investigate the complaint. Such investigation may include, but is not limited to, reviewing written statements, and interviewing witnesses. The person charged in the complaint shall also be provided with a copy of the ethics rules and shall be informed that a response may be filed with Human Resources any time before the meeting of the Board of Ethics. Once the Board of Ethics has completed its investigation of the complaint and reviewed the charged person's response, the Board shall forward the complaint, as well as the Board's recommendation, to the City Council.

The City Council shall hold a hearing at an open meeting to review the complaint, and the recommendation of the Board of Ethics to determine whether a violation of this code has occurred as alleged by a sworn complaint. Not less than 10 days before the hearing, Human Resources shall give written notice of the hearing to both the person who made the complaint and the person about whom the complaint was made.

The person charged in the complaint and the complainant have the right to attend the hearing, to make a statement. The time permitted for presentation will be at the discretion of the City Council.

At the conclusion of the hearing, the City Council shall either:

- (1) dismiss the complaint; or
- (2) upon finding that there has been a violation of the ethics laws,
 - (A) impose sanctions in accordance with these regulations; or
 - (B) state why no remedial action is imposed.

VIII. REPORTS BY CITY AUDITOR

Each year, at the time of the annual audit of the financial affairs of the City, the City's auditor shall comment in a special report to the City Council on any and all financial transactions between the City and its officials and employees.

IX. VIOLATIONS; DECISIONS

The failure of any official or employee to comply with or who violates one or more of the foregoing standards of conduct shall constitute grounds for expulsion, reprimand, and removal from office or discharge, whichever is applicable. In the case of a City Councilmember, the matter shall be decided by a majority of the remainder of the Councilmembers. In the case of members of boards or commissions, the matters shall be decided by the City Council. The decision of these bodies shall be final in the absence of bias, prejudice, or fraud.

Adopted and approved on March 28, 2023, by the Council of the City of Justin during a regularly scheduled meeting.



CITY OF JUSTIN

Social Media Participation Policy

City Council

The term “social media” refers to forms of electronic communication through which users create online communities to share information, ideas, personal messages and other content. Some examples include, but are not limited to, Internet-based platforms such as Facebook, Twitter, Instagram, and YouTube.

Many Local governments use social media as a tool to communicate with citizens. Rather than waiting until a regularly scheduled council meeting to receive citizen input, City officials can instantly interact with them via social media. Although this technology greatly increases communication outreach and efficiency, some restrictions are required to comport with federal and state law.

Commenting on City Accounts:

The City of Justin uses social media to send and receive messages about City information, services, and related programs with community stakeholders, including employees, vendors, citizens, media, and other members of the public.

1. Similar others who engage with the City on social media, as an elected official you should understand the City’s current guidelines for public participation, which are subject to change as new technology and tools emerge.
2. Public comments may be removed from City-administered social media accounts if they contain any one or more of the following:
 - a. Vulgar, physically threatening, or harassing language.
 - b. Content that promotes, fosters, or perpetuates discrimination based on race, religion, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income or other protected status under applicable law.
 - c. Inappropriate sexual content or similar links.
 - d. Private or otherwise confidential information.

- e. Content that promotes illegal activity or encouragement of actions that may compromise public safety.
- f. Content that violates a legal ownership interest of any other party.
- g. Comments not topically related to the original article or post.
- h. Comments in support of or opposition to political candidates, campaigns, or ballot measures during an election season.
- i. Promoting or advertising a commercial transaction, organization or event that is not sponsored or in direct relationship with the City.
- j. Organized political activity
- k. Information that may compromise the safety or security of the public or public systems.

Use of Personal Accounts:

As a policy-making body, Council members are given more latitude than City employees to publicly express thoughts and opinions on local issues. However, as an elected official, you should be aware of additional risks related to your general participation on social media.

1. Open Meetings Act – Communications between a quorum of Council members about public business, no matter the forum or time, can constitute a “meeting” to which the Texas Open Meetings Act applies. If the Act applies to a discussion, an agenda must be posted 72 hours in advance, and the public must be allowed to attend.

Therefore, you should consider the following when using personal social media accounts.

- a. Remove elected titles from profiles used to identify a personal social media account, and clearly state how constituents should communicate regarding public matters.
- b. Include an introductory statement in the profile or about section of your account, or on the page of a group account that is moderated or managed by the elected official and where the primary purpose of such group account is to inform the citizens of Justin, that defines the purpose and topical scope of your page:
“This account or group page is intended for personal use only. The view, postings, positions, or opinions expressed on this site do not represent those of the City of Justin.” Redirect information to official government sources and avoid making posts related to your official duties or governmental bodies.
- c. Redirect political dialogue requests to an alternative means of communication (i.e., email, phone, or other preferred social media account).
- d. Avoid commenting on local issues where other Council members are also participating in discussion.
- e. Avoid making posts and/or comments on behalf of the City and/or City Council.
- f. Avoid making posts and/or comments in your official capacity as an elected official.
- g. Avoid making posts and/or comments regarding City business.

2. Public Information Act – State law clarifies the definition of “public information” as information that is written, produced, collected assembled, or maintained in connection with the transaction of official business, which includes email, internet posting, text message, instant message, and other electronic communication.

Therefore, you should consider the following:

- a. Hide, rather than delete, clearly inappropriate public comments on your personal or official social media account, if possible. In some cases, these comments may still be subject to verification or public disclosure in the future. When in doubt do not delete it.
 - b. Avoid responding to inappropriate comments or personal attacks on social media. If the commenter persists, redirect them to an alternate method of communication (i.e., email).
 - c. Be aware that a personal social media account, depending on its content, may still be subject to the Public Information Act.
3. First Amendment – More constituents are posting comments on elected officials’ personal pages to voice concerns on public issues. Once an elected official’s social media page is opened for political discussion it is transformed into a public forum for speech and debate, instantly granting every user a First Amendment right to comment.

Therefore, you should consider the following:

- a. Limit open-ended political and City business discussions from your personal social media accounts and redirect dialogue requests to an alternate channel.
- b. When in doubt, don’t block users. Especially those with whom you have previously engaged. If you must, consult with legal counsel first, and then document your actions and reasons for blocking.

Use of Official Accounts

If you choose to create a social media account to engage with constituents, a best practice is to keep this account distinct and separate from other personal accounts that you maintain.

Elected officials increasingly use social media for reelection purposes as well. However, mixing campaign and constituent communications from the same account could put you at risk for violating laws that prohibit using government resources for political purposes.

Therefore, you should consider the following:

1. Make it official – Your account profile, description and photo should clearly indicate your position as a member of the Justin City Council and your intent to use the account as a way of communicating with constituents.
2. Your account is a public forum – Your engagement with the public on social media as an elected official establishes your platform as limited public forum, which affords users the right to comment on content you publish. It also means that any speech restrictions or Censorship is subject to strict scrutiny, and First Amendment activities generally may not be prohibited. So, when in doubt, don’t delete it.

3. Prohibited content is defined by City Policy – For consistency, consider managing prohibited content on your accounts in the same way City administered accounts are managed.
4. Campaign separately – Council members in office should not use City administered or funded social media accounts for electioneering. It's equivalent to campaigning from the dais during a public meeting, which may violate state law.
5. Involve legal counsel – If you are unsure about publishing certain content, or feel you are justified in the removal of content, involve legal counsel before deciding.

General Guidelines

1. **Be Transparent** – Your honesty will be quickly noticed in the social media environment. If your private sector work could present a conflict of interest, be the first to point it out. And be clear about why you support, or don't support, certain policies or programs.
2. **Be judicious-** Make sure your efforts to be transparent do not violate any applicable legal guidelines for external communication. Consult with legal counsel before sharing conversations that are meant to be private or internal to the City or any other public entities. What is published is widely accessible, not easily retractable, and will be around for a long time, so consider the content carefully. Also, be aware that the social media account and anything published on the social media account may be subject to the Public Information Act.
3. **Be Knowledgeable** – Write in first person and consider linking to your information sources. If you publish to a website outside of the City, consider using a clarifier such as: "These comments and opinions reflect my position as on member of the City of Justin City Council." If you have any questions about complying with brand, trademark, copyright, fair use, confidentiality, or financial disclosure laws, seek an opinion from legal counsel.
4. **Be Perceptive** – In online social networks, the lines between public and private, personal, and professional are often blurred. By identifying yourself as an elected official, you are creating perceptions about your expertise and the City. Be sure that all content associated with you is consistent with the City's values and professional standards.
5. **Be conversational** – Talk to your readers like you would talk to people in professional situations. Avoid overly "composed" language. Bring in your personality and say what is on your mind. Consider content that is open-ended and invites response. Encourage comments. Broaden the conversation by citing others who are commenting about the same topic and allow your content to be shared.
6. **Be Excited** – The City is making important contributions to the community, state, and nation, as well as to public dialogue on broad range of issues. Our activities are focused on providing services and innovation that benefits citizens and stakeholders. Share what Justin is learning and doing and open social media channels to learn from others.
7. **Be Valuable** – There is a lot of written content in the social media environment. The best way to reach an audience is to write about things that they value. Social communication from City leaders should help citizens, partners, and families. It should be thought-provoking and build a sense of community. If it helps people improve knowledge or skills, build their businesses, do their jobs, solve problems, or understand the City better, then it adds value.
8. **Be responsible** – What you write is ultimately your responsibility. Pause. If you are about to publish something that makes you even the slightest bit uncomfortable, don't publish. If you are

still unsure, you might want to check with the Public Information Officer or legal counsel. Ultimately, what you publish is yours, but so is the responsibility and potential consequence.

9. **Mistakes happen** – If you make a mistake, admit it. Be upfront and quick with your correction. If you are posting to a blog, you could choose to modify an earlier post. Make it clear that you have done so.

Records Retention

1. Because of your position as an elected official, activity on your social media accounts may create public records. Any content (messages, posts, photographs, videos, etc.) created or received using a social media account may be considered a record.

Therefore, you should consider the following:

- a. The City does not archive or manage Council members social media accounts. You are solely responsible for the retention and archival of content published to your individual accounts.
- b. When in doubt, don't delete content without consulting with legal counsel first.
2. Social media content administered by the City employees, and intended for public access and comments, will follow a minimum retention period of two years as established by the Texas State Library and Archives Commission. This includes Council members comments posted on City Accounts.
3. When Applicable, the City will use a software-assisted social media capture tool to obtain and archive an authentic copy of monitored content. This includes Council member comments posted on City accounts.

Definitions

For the purposes of this policy unless otherwise stated, the following definitions apply:

1. Comment – a message posted by site visitors, either in response to an existing topic or introducing a new topic. In general, the content of comments is controlled solely by the user, but often can be deleted, accepted, or rejected prior to publishing by the site or page administrator.
2. Connections – Any deliberate links between a user and a social media channel or page, whether it is initiated by the individual or by the site moderator. Terms used by various sites to describe a connection include friend, fan, follower, or subscriber.
3. Limited Forum – a public forum created by the government voluntarily for expressive activity that may be restricted as to subject matter or class of speaker. Forum restrictions must be able to withstand strict judicial scrutiny of its effect on First Amendment rights.
4. Post – In relation to social media accounts or online activity, anything published in an online forum or social media account.
5. Social media – Internet based third party platforms that facilitate interaction and engagement among individuals in a network or virtual community. Social media offers a participatory environment and includes user generated content such as videos, photos, blogs, and wikis.

Violation of Policy

This policy is not meant to circumvent or bypass any of the other processes, policies or laws that are applicable to the City Council. Social media activity and conduct by Council members should not only comply with these policy terms, but all other processes, policies and laws that may apply as well.

Policy Updates

The City Council reserves the right to update these terms of use at any time.

AGENDA ITEM PROCEDURE

As Mayor and/or Council members feel the need to add an item to a future agenda, they should complete document similar to the one attached to this email. The requestor should email this form to the City Secretary.

All requested new agenda item forms will be distributed in the next Council Meeting Packet under the heading Future Agenda Items.

The Mayor will address each item and ask for discussion on the Request's scope and merit. Then call for a vote. A simple majority will add the item to be scheduled for a future agenda. Additionally once approved, the information on the Request Form will be used to create the item Memo in the future Council Packet in order to:

- Clearly defining the scope of the item to be discussed.
- Establish a clear line of reasoning why this item is important.
- Define a priority and, or, timeframe for future scheduling.
- Identify what is needed for City Staff in terms of information or help preparing for the discussion
- Defining the desired results in terms of the discussion outcome and Council Action.

If the Mayor or Council wish to add an item without completing the form, the item can be added to the list, but will not be voted upon until the next Council meeting. And only then, if the form is completed and delivered to the City Secretary before the next Council Packet is distributed.

The Mayor and City Manager are responsible for all final decisions on scheduling. (stated for clarity only)

FUTURE AGENDA ITEM FORM

Proposed agenda Item. “Providing Animal Control Services as part the City’s funded services”

Request by. John Mounce

Requested on: September 22, 2023

Priority. Before the 2024-2025 Budget Cycle

Background info.

The City of Justin is again experiencing animals being dumped in our immediate area by people who can no longer want, or can afford, their pets. Local shelters are not able to handle more animals. In addition, our police department really has other things that should be their priority. As the population grows, the need for this will increase.

Also, Animal Control should include stepped up enforcement of pet registration/renewals and tagging. These fees should contribute to offset the some of the costs of the service.

It is my belief that this is a service needed within Justin City Limits, and as that matter one to be offered to non-incorporated communities in and around our ETJ. For a fee or shared costs.

Possible future solutions could include, in house, outsourced, expanded County, or Southwest Denton County regional cooperative solution.

This is a highly emotional topic in our community. To that end, any future solution must include clear policies that address animal storage, care, and retention policy.

Expected Council Action.

As this is a topic that has serious financial impacts, methinks we need to discuss and arrive at a consensus of “Yes, we need to move forward” or “No, not now. Relook in xx time”, or “NO”.

It should be noted here, that where as this is a new city service, we may want to put it on a ballot, or do a serious survey.

Staff Preparation

For this initial discussion, City Staff could provide

- Council with a telephone survey of small cities inside and outside the Metroplex that do or do not provide animal control services. If providing, then a brief summary of what is their service entails.
- Statement of lead time to put this on a ballot.
- Real options for meaningful survey.
- Any past animal control policies from Justin’s previous operations.



City Council Coversheet
October 26, 2023
415 N. COLLEGE AVE.

Agenda Item: 10. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action to approve Ordinance 764-23 on the first reading approving an end-of-year budget amendment for the City of Justin Fiscal Year 2022-2023.

Department: Finance

Contact: Josh Armstrong, Finance Director

Recommendation:

To approve Ordinance 764-23, approving an end of year budget amendment for the 2022-2023 fiscal year.

Background:

At the end of the fiscal year, the finance department amends the budget to include all additional expenditures and revenues that were not included in the original budget, and also to reflect any changed line items during the fiscal year. In FY22-23, the city underperformed in development revenue by \$1million. The shortfall was mostly from building permits and development inspection fees.

The over-budget items consisted of 4 major areas:

- Downtown Parking, Lighting, Roundabout: This item was approved to be paid for out of fund balance by the Council. (\$806,109)
- Fees related to City Manager Search. (\$83,705)
- Legal Fees outside the scope of regular services. (\$150,000)
- Audit Fees: The city had to complete a Federal Single Audit related to the federal funds the city received in 2021 and 2022, and a restatement related to the PID donated assets.

There were savings in almost every department that was used to offset any overages, but the revenue shortfall combined with the Downtown parking project will require the use of an estimated \$1,243,000 in fund balance. This will put our estimated fund balance as of September 30,2023 at \$1,473,672.

City Attorney Review: No

Attachments:

1. FY22-23 BUDGET Amendment - ORDINANCE

CITY OF JUSTIN, TEXAS

ORDINANCE NUMBER 764-23

**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 HEREOF.**

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 26th DAY OF OCTOBER, 2023.

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

**James Clark,
Mayor**

ATTESTED:

**Brittany Andrews,
City Secretary**

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
October 26, 2023
415 N. COLLEGE AVE.

Agenda Item: 11. (POSSIBLE ACTION ITEMS)

Title: Public Hearing and Ordinance 763-23 on second reading to consider annexation for 74.174 acres legally described as Mary Polk Survey, Abstract No. 993, Denton County, Texas.
Generally located northeast of the intersection of Sam Reynolds Road and Boss Range Road.

Department: Administration

Contact:

Recommendation:

Staff recommends approval as presented. Please note the request in front of Council is to annex raw land into City Limits. This development is still required to come forward to rezone the property. The annexation request will be required to come forward again to City Council for another Public Hearing on October 26, 2023, according to State Law.

Background:

On October 12, 2023, on the first reading, City Council unanimously approved the ordinance to annex the subject property into City limits. A Developers Agreement was executed by City Council on December 7, 2015, which included Legacy Ranch Phase I and the southern tract to the south. The agreement was amended two more times with the latest occurring in 2018.

The Developers Agreement provides entitlements or development standards to the developer on how the land is to be built upon. The summary of development standards consist of three options the developer can utilize. These options are listed below. The developer has indicated they will utilize Option C to Staff.

OPTION A: Single-family residential

Minimum Lot Area (square feet)	21,780
Minimum Dwelling Floor Area (square feet)	2,000
Minimum Lot Width (feet)	100
Minimum Front Yard Setback (feet)	50
Minimum Side Yard Setback (feet)	8
Minimum Side Yard Setback from Street (feet)	20
Minimum Rear Yard Setback (feet)	20
Maximum Height (feet)	35

OPTION B: Single-family residential

Minimum Lot Area (square feet)	7,000
Minimum Dwelling Floor Area (square feet)	2,000
Minimum Lot Width (feet)	60
Minimum Front Yard Setback (feet)	25
Minimum Side Yard Setback (feet)	The lesser of 10% of width or 8 feet
Minimum Side Yard Setback from Street (feet)	10% of width
Minimum Rear Yard Setback (feet)	10
Maximum Height (feet)	35

Legacy Ranch Phase I was developed as 76 ½ acre residential sites with city water, but aerobic (septic) systems onsite. The Final Plat for Legacy Ranch Phase I was approved on July 11, 2016.

The City of Justin will serve water to the development and the City of Northlake will serve sewer according to the Developers Agreement.

City Attorney Review: Yes

Attachments:

1. Annexation Petition
2. Aerial Map
3. Legacy Ranch DA
4. Legacy Ranch Third Amendment
5. Annexation Ordinance

ANNEXATION PETITION TO THE CITY OF JUSTIN

WHEREAS, Continental U.S. Management, LLC, a Texas limited liability company (“Owner”), is the sole owner of 74.174 acres of land in the Mary Polk Survey, Abstract No. 993, Denton County, Texas, described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City of Justin (the “City”), is contiguous to the City’s corporate limits, and is described as the South Tract in that certain Development Agreement Between the City and Continental U.S. Management Corporation dated December 7, 2015 (the “Development Agreement”), as amended by the First, Second and Third Amendments; and

WHEREAS, it is the intent of Owner and the City that all of the Property be within the City’s corporate limits; and

WHEREAS, pursuant to the Third Amendment to the Development Agreement dated May 19, 2021, the City shall not adopt an ordinance annexing the Property before January 1, 2024; and

NOW, THEREFORE, Owner petitions the City to annex the Property into the City’s corporate limits, in accordance with Section 43.0671, et seq., Texas Local Government Code, and the Development Agreement, as amended.

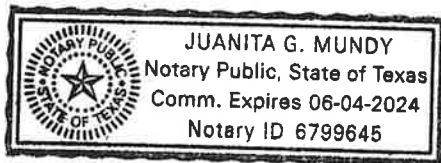
SIGNATURE APPEARS ON FOLLOWING PAGE

Continental U.S. Management, LLC,
A Texas limited liability company

By: A.O. Sanders
Name: George O. Sanders
Title: Member

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 22 day of August,
2023, by George O. Sanders of Continental U.S. Management, LLC,
a Texas limited liability company, on behalf of such limited liability company.



Juanita G. Mundy
Notary Public, State of Texas

EXHIBIT A

Exhibit A
Metes and Bounds Description of the Property

SOUTH TRACT

BEING a 74.174 acre tract of land in the Mary Polk Survey, Abstract Number 993, situated in Denton County, Texas, and being a portion of that certain tract of land described in deed to Wood Ranch 78 Limited Liability Company, recorded in Instrument Number 2007-106241, Deed Records, Denton County, Texas, and being all of Exhibit A-1, and A-3; described in deed to Wood Wells 78 Limited Liability Company, recorded in Instrument Number 2007-106242, Deed Records, Denton County, Texas. The bearings for the description are based on the bearing of the south line of the said Wood Family Holdings, LLC, recorded in Instrument Number 2010-128035, Deed Records, Denton County, Texas. Said 74.174 acre tract being described by metes and bounds as follows;

COMMENCING at a ½" iron rod at the northwest corner of said Wood Ranch tract, same being the northwest corner of that certain tract of land described in deed to Carl J. and Carla J. Hardeman, recorded in Instrument Number 2012-5148, Deed Records, Denton County, Texas, same being in the approximate centerline of Boss Range Road, a variable width public right-of-way;

THENCE North 89°34'00" East, departing said Boss Range Road, along the north line of said Wood Ranch tract, and said Hardeman tract, a distance of 685.39 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found at the northeast corner of said Hardeman tract, same being the POINT OF BEGINNING;

THENCE North 89°34'00" East, departing said Hardeman tract, continuing along the said north line of the Wood Ranch tract, a distance of 809.00 Feet to a ½" iron rod found;

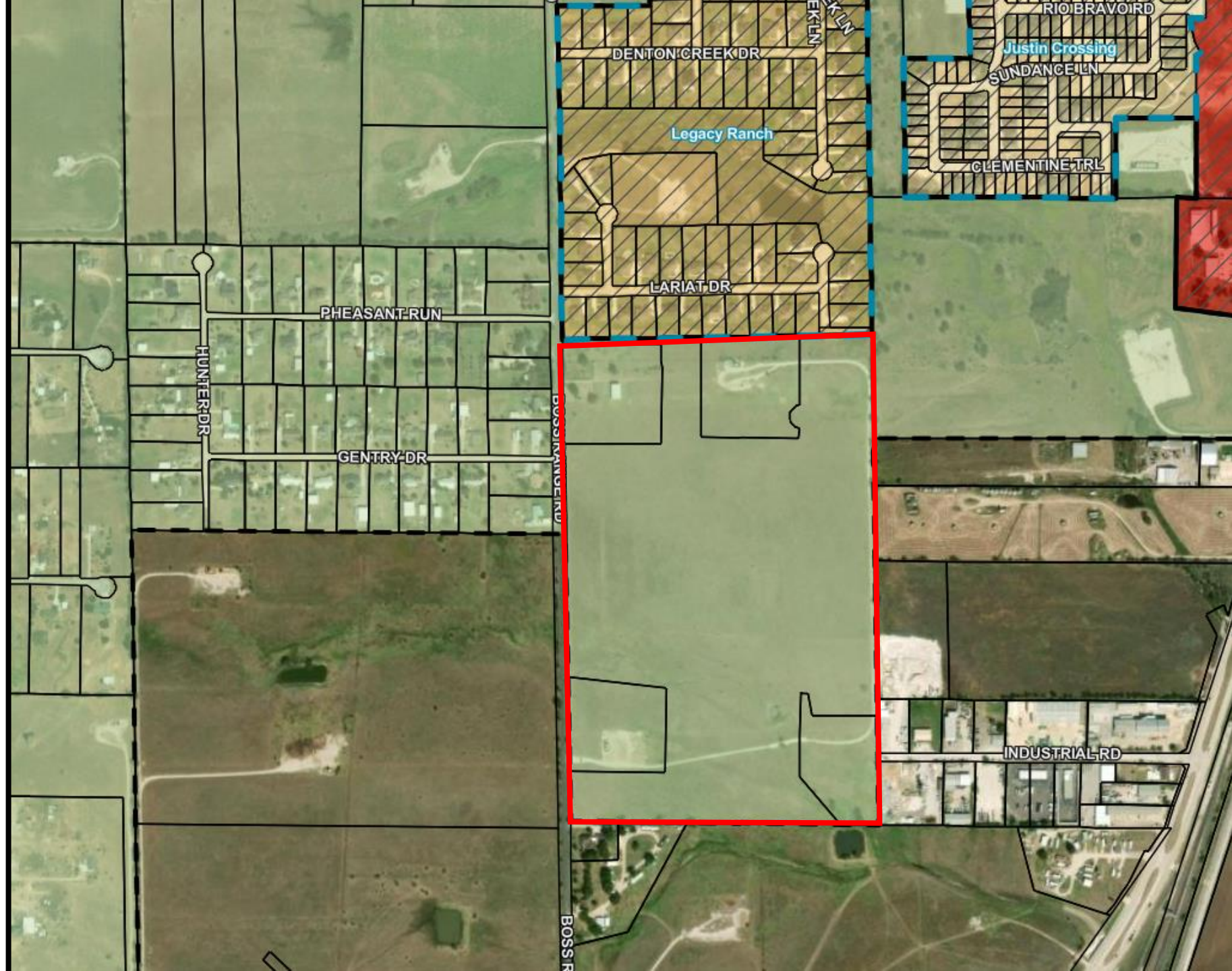
THENCE South 0°23'29" East, departing said north line of the Wood Ranch tract, along the east line of the said Wood Ranch tract, passing onto the east line of said Exhibit A-3 at a distance of 1779.26 Feet, and continue for a total distance of 2317.40 Feet to a ½" iron rod found at the south east corner of said Exhibit A-3;

THENCE North 89°05'20" West, along the south line of said Exhibit A-3, passing onto the south line of said Wood Ranch tract, at a distance of 162.04 Feet, and continue for a total distance of 1493.85 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found at the southwest corner of said Wood Ranch tract, same being in the said approximate centerline of Boss Range Road;

THENCE North 0°26'17" West, departing said south line of the Wood Ranch tract, along the said approximate centerline of Boss Range Road and the west line of said Wood Ranch tract, a distance of 1982.35 Feet to a PK nail found at the southwest corner of said Hardeman tract;

THENCE North 89°34'00" East, departing said approximate centerline of Boss Range Road and said west line of the Wood Ranch tract, along the south line of said Hardeman tract, a distance of 686.08 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found at the southeast corner of said Hardeman tract;

THENCE North 0°23'29" West, departing the said south line of said Hardeman tract, along the east line of said Hardeman tract, a distance of 300.00 Feet to the POINT OF BEGINNING; and containing a computed area of 74.174 Acres, more or less.



DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between Continental U.S. Management Corporation, a Texas corporation ("Owner") and the City of Justin, Texas, a general law city (the "City") (Owner and City, being referred to, individually, as a "Party" and, collectively, as the "Parties") to be effective on the Effective Date, as defined in Section 11.10.

ARTICLE I RECITALS

WHEREAS, Owner is the owner of approximately 138.906 acres of land situated in the Mary Polk Survey, Abstract Number 993, Denton County, Texas (the "County") described by metes and bounds on Exhibit A (the "Property") and shown on Exhibit B, which property is undeveloped; and

WHEREAS, Owner submitted a petition to the City requesting that the City extend its extraterritorial jurisdiction ("ETJ") to include all of the Property that was not previously in the City's ETJ, which petition was approved by the City Council on August 10, 2015, by adoption of Ordinance No. 592-15 expanding the City's ETJ to include all of the Property; and

WHEREAS, Owner intends that the Property be developed as a high-quality, master-planned, residential community with minimum one-half acre lots served by on-site septic systems and retail City water service or, in the alternative, with minimum 7,000 square foot lots served by retail City water and sewer service, pursuant to development regulations contained in this Agreement; and

WHEREAS, this Agreement will be recorded in the deed records of the County (so as to bind Owner and all future owners of the Property or any portion thereof), and will provide regulatory certainty during the term of this Agreement; and

WHEREAS, Owner does not have any interest in the minerals underlying the Property; and

WHEREAS, the Texas Commission on Environmental Quality ("TCEQ") or its predecessor has issued certificate of convenience and necessity ("CCN") number 13201 to Aqua Texas, Inc. ("Aqua Texas") to provide retail water service to the Property and has issued CCN number 20866 to the Town of Northlake to provide retail sewer service to a portion of the Property; and

WHEREAS, provision of water service to the Property by Aqua Texas will substantially arrest the sound growth of the City and will adversely impact the potential for annexation of the Property into the City's corporate limits; and

WHEREAS, Owner intends to seek expedited release of the Property from Aqua Texas' CCN service area for retail water service and to make the City the sole water CCN holder for the Property; and

WHEREAS, the City agrees, upon release of the Property from Aqua Texas' CCN service area, to expand its water CCN to include the Property and to provide retail water service to the Property; and

WHEREAS, provision of retail water service to the Property will provide a source of revenue to the City; and

WHEREAS, in order for the City to provide retail water service to the Property it will be necessary for Owner to expand the City's water system by constructing approximately 170 linear feet of off-site water main to connect the Property to the City's water system (the "Off-Site Water Main"); and

WHEREAS, oversizing the Off-Site Water Main will expand the City's water system to serve additional area outside the Property; and

WHEREAS, the City Council has determined that Owner may develop the Property with on-site septic systems or, in the alternative, that the City will provide retail sewer service to the Property provided Owner and the City determine that it is feasible for the City to be the retail provider, Owner obtains expedited release of the Property from the Town of Northlake's sewer CCN, and Owner constructs the necessary infrastructure, at Owner's expense; and

WHEREAS, Owner will construct or cause to be constructed the Off-Site Water Main, on-site water delivery lines, on-site roads, and on-site drainage to serve the Property and, in the event Owner elects to seek retail sewer service from the City in lieu of on-site septic systems, sewer infrastructure to serve the Property (collectively, the "Public Infrastructure"); and

WHEREAS, the City Council has determined that this Agreement and the development of the Property described herein comply in all respects with the City's Comprehensive Plan; and

WHEREAS, at the City's request, Owner has agreed to petition the City to annex the Property, subject to release of the Property from Aqua Texas' CCN service area; and

WHEREAS, development of the Property within the City's corporate limits will increase the City's tax base, expand the customer base for the City's retail businesses, and increase the City's population; and

WHEREAS, development of the Property within the City's corporate limits will result in increased development costs by Owner and subsequent developers of the Property; and

WHEREAS, the City agrees to provide relief to Owner from certain fees in order to mitigate, in part, the expenses incurred by Owner in connection with submittal of the petition to the PUC for expedited release from Aqua Texas' water CCN service area and the increased development costs and tax burden resulting from annexation of the Property; and

WHEREAS, the City agrees that the City Council shall not approve an ordinance annexing the Property until after January 1, 2016; and

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement between the City and the County effective October 18, 2005 (the "Interlocal Agreement") and Section 242.001(a)(3) of the Texas Local Government Code, the City has exclusive jurisdiction over subdivision platting and all related permits for the Property; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171, et seq. of the Texas Local Government Code.

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

ARTICLE II

DEVELOPMENT REGULATIONS

2.1 Governing Regulations. The Property shall be developed as a single-family residential development. At Owner's option, the Property will be developed (i) with minimum one-half acre lots with retail City water service and private on-site septic systems or (ii) with minimum 7,000 square foot lots with retail City water and sewer service. Development of the Property shall be governed solely by this Agreement and the following regulations (collectively, the "Governing Regulations"):

(a) the City's Subdivision Regulations, consisting of Ordinance No. 248 effective March 24, 1997, as modified by Exhibit C and all other provisions of this Agreement (the "Subdivision Regulations");

(b) building, plumbing, electrical, mechanical, and fire codes adopted by the City and uniformly enforced within the City's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to uniform building, fire, electrical, plumbing, or mechanical codes that are uniformly applicable to similarly situated development within the City's corporate boundaries (the "Building Codes");

(c) development standards attached as Exhibit D (the "Development Standards");

(d) road standards attached as Exhibit E (the "Road Standards");

(e) 100-year drainage design for ditches and major drainage structures and 10-year drainage design for individual lot driveway culverts, using the rational method and discharging undetained to the floodplain (the "Drainage Standards");

(f) preliminary plat attached as Exhibit F; and

(g) final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement (each, an "Approved Plat").

2.2 Zoning. In the event of any conflict between this Agreement and any zoning ordinance adopted by the City Council relating to the Property, this Agreement will prevail except as expressly agreed in writing by Owner, the City, and the owners of the portion of the Property subject to such zoning ordinance. Any established use of the Property or a portion thereof that may be in conflict with the City's zoning ordinances at the time of annexation shall be deemed a legal use and shall not be considered to be a nonconforming use provided such use is in compliance with this Agreement.

2.3 Development Standards Revisions and Waivers.

(a) The Mayor, the City Manager, or a designee may administratively approve in writing minor revisions to the Development Standards, including without limitation the following: (i) an increase in the height of any structure by five percent (5%) or less; (ii) a setback reduction of ten percent (10%) or less; or (iii) an increase in lot coverage of five percent (5%) or less.

(b) The City Council may waive strict compliance with the Development Standards on a case-by-case basis when Owner demonstrates, to the reasonable satisfaction of the City Council, that the requested waiver: (i) is not contrary to the public interest; (ii) does not cause injury to adjacent property; and (iii) does not materially adversely affect the quality of development.

2.4 Drilling and Production of Natural Gas; Setback Requirements.

(a) Three gas well sites are located on the Property, as shown in Exhibit G (the "Existing Well Sites"). Additional gas wells may be drilled on the Existing Well Sites provided (i) such wells are set back at least 150 feet from homes and public parks; and (ii) such wells are screened in accordance with Section 4.721 of the City's Code of Ordinances in effect as of the Effective Date ("Section 4.721").

(b) Homes shall be set back 150 feet from wells on the Existing Well Sites in existence when a building permit application is submitted, provided such wells are screened in accordance with Section 4.721. If such existing gas wells are not screened in accordance with Section 4.721, homes shall be set back 200 feet from such wells.

(c) Distances shall be measured from the well bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of the residence or public park.

(d) Notwithstanding anything addressed above, the City may not enforce regulations concerning gas drilling and production with respect to the Property that are stricter than regulations enforced by the City within its corporate limits.

2.5 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement. In the event of any conflict between any provision of the Agreement and the Governing Regulations, the provision of the Agreement shall prevail.

ARTICLE III
DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the Interlocal Agreement, which grants exclusive authority to the City pursuant to Section 242.001(d)(1) of the Texas Local Government Code, and Section 242.001(a)(3) of the Texas Local Government Code, the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats for the Property and approval of plans for certain Public Infrastructure in accordance with this Agreement, and the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plats Required. Subdivision of the Property shall require approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement. Owner shall elect to provide sewer service through private on-site septic systems or to obtain retail sewer service from the City prior to submittal of each final plat.

3.3 Design, Construction and Inspection of Public Infrastructure.

(a) All Public Infrastructure constructed or caused to be constructed by Owner shall be designed and constructed in compliance with the Governing Regulations.

(b) Owner shall submit to the City plans and specifications for the Public Infrastructure prior to commencing construction, advertising for bids or requesting proposals for such improvements. No advertising for bids or requests for proposal shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the City.

(c) The City shall approve or disapprove plans and specifications, including resubmittals, within thirty (30) days after receipt. In the event the City disapproves of any plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval. Owner shall revise the plans and specifications appropriately and resubmit to the City for review.

(d) Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations by a third party inspector retained by the City. Inspection of Public Infrastructure shall be subject to a fee equal to three percent (3%) of the construction costs of such infrastructure (the "Infrastructure Inspection Fees").

3.4 Building Permits; Inspection of Structures.

(a) Owner shall not construct, or allow to be constructed, on the portion of the Property owned by such Owner a permanent building designed or intended for human occupancy or use (each, a "Structure") until a permit is issued certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards (a "Building Permit").

(b) At the City's option, Building Permits may be issued by a City employee or a third party contractor retained by the City and approved by the affected Owner.

(c) Each Structure shall be inspected for compliance with the Building Permit issued for the Structure. At the City's option, inspections may be performed by a City employee or by a third party contractor retained by the City and approved by the affected Owner.

ARTICLE IV **DEVELOPMENT FEES**

4.1 Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process (the "Plat Review Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each plat application. The fee schedule uniformly applicable to development within the corporate limits of the City shall be applicable to the Property.

4.2 Plan Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications for Public Infrastructure (the "Plan Review Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each set of plans and specifications. The fee schedule uniformly applicable to development within the corporate limits of the City shall be applicable to the Property.

4.3 Residential Construction Fees. The City shall collect fees for each single-family residence constructed on the Property as shown on **Exhibit H** (the "Residential Construction Fees"). The City shall retain \$630 from the Residential Construction Fee collected by the City for each single-family residence and shall pay the remainder of each such fee to Owner or its assignee, on or about July 31 and January 31 of each year for the preceding six-period from January 1 to June 30 and from July 1 to December 31, respectively, together with an accounting of such payments identifying the address of the residence for which such fees were paid, payor, date and amount paid, and any other information reasonably requested by Owner.

4.4 Impact Fees.

(a) The City may assess water impact fees at the City's generally applicable rate for each single-family residence constructed on the Property, in accordance with Chapter 395, Texas Local Government Code ("Chapter 395"), and Article 11.1000 of the City's Code of Ordinances ("Water Impact Fees").

(b) If Owner elects to provide sewer service to the Property using private on-site septic systems, the City shall not assess or collect wastewater impact fees under Article 11.1000 and Chapter 395, or any other form of capital recovery fee for wastewater infrastructure in connection with development of the Property. If Owner elects to obtain retail sewer service from the City, the City may assess sewer impact fees at the City's generally applicable rate for each single-family residence constructed on the Property in accordance with Chapter 395 and Article 11.1000 ("Sewer Impact Fees").

(c) The City shall not collect roadway impact fees or any form of capital recovery fee for roads.

(d) The City shall pay to Owner or its assignee, or on before July 31 and January 31 of each year, the Water Impact Fees collected within the Property for the preceding six-month period from January 1 to June 30 and from July 1 to December 31, respectively, together with an accounting of such fees identifying the address of the residence for which such fees were paid, payor, date and amount paid, and any other information reasonably requested by Owner, until Owner is reimbursed in full for all Eligible Expenses incurred by Owner in connection with release of the Property from Aqua Texas' water CCN plus 10% of such costs. For purposes of this Agreement, "Eligible Expenses" means all attorney's fees, engineering fees and compensation paid to the former CCN-holder in accordance with Section 5.1(b).

4.5 Parkland Dedication. Owner shall dedicate parkland to the City in accordance with the City's park dedication requirements in effect as of the Effective Date, some or all of which property may be in the floodplain.

4.6 Annexation and Zoning. Annexation and zoning of the Property shall be subject to the City's standard fees (collectively, the "Annexation and Zoning Fees").

4.7 Exclusive Fees. Except for Plat Review Fees, Plan Review Fees, Residential Fees, Water Impact Fees, Sewer Impact Fees (if applicable), Infrastructure Inspection Fees (in accordance with Section 3.3) and Annexation and Zoning Fees, no other fees or charges of any kind are due and payable to the City in connection with the development of the Property.

ARTICLE V

PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

5.1 Certificates of Convenience and Necessity.

(a) Within 30 days after the Effective Date, Owner shall submit a petition to the Public Utilities Commission (the "PUC") pursuant to Section 13.254, Texas Water Code ("Section 13.254"), requesting expedited release of the Property from Aqua Texas' water CCN service area and the Town of Northlake's sewer CCN service area, and shall provide a copy of such petition to the City. The City shall cooperate with Owner to remove the Property from Aqua Texas' water CCN service area and Northlake's sewer CCN service area and to add the Property to the City's water CCN service area and, upon Owner's written request, to add the Property to the City's sewer CCN service area.

(b) The City shall provide written notice to the PUC of the City's intent to provide retail water service to the Property within fifteen (15) days after receipt of written request from Owner. The City shall not provide such notice to the PUC except upon receipt of written request from Owner. If the Property is removed from Aqua Texas' water CCN, Owner shall pay compensation, if any, to Aqua Texas as determined by the PUC in accordance with Section 13.254 on behalf of the City, subject to right to reimbursement pursuant to Section 4.4.

(c) The City shall provide written notice to the PUC of the City's intent to provide retail sewer service to the portion of the Property removed from the Town of Northlake's sewer

CCN within fifteen (15) days after receipt of written request from Owner. The City shall not provide such notice to the PUC except upon receipt of written request from Owner.

5.2 Retail Water Service; Construction of Infrastructure.

(a) Retail water service to the Property for development in accordance with this Agreement will be provided by the applicable CCN-holder.

(b) Provided the Property is released from Aqua Texas' water CCN service area in accordance with Section 5.1, Owner shall design and construct or cause to be designed and constructed approximately 170 linear feet of eight-inch water main sized to serve the Property (the "Off-Site Water Main") and all on-site water infrastructure for the City to provide retail water service to the Property. At the City's request, Owner shall oversize the Off-Site Water Main with 12-inch water main, provided the City pays 1/3 of all costs associated with design and construction of the Off-Site Water Main prior to commencement of construction of the Off-Site Water Main. If the City does not deposit funds for the City's 1/3 share of such costs in an escrow account designated by Owner or make other payment arrangements acceptable to Owner within 30 days after Owner delivers notice of intent to commence construction of the Off-Site Water Main, Owner may install the Off-Site Water Main as an eight-inch main and shall have no obligation to oversize the Off-Site Water Main.

(c) Water service by the City to portions of the Property located within the City's water CCN service area shall be at the City's generally applicable in-city rates.

5.3 Retail Sewer Service. At Owner's option, sewer service to the Property shall be provided by:

(a) Individual on-site septic systems on each platted lot. Owner shall obtain a septic tank license for each platted lot from the County Health Department in accordance with applicable regulations; or

(b) The City, provided the Property is released from the Town of Northlake's sewer CCN service area in accordance with Section 5.1 and Owner constructs at Owner's expense, all infrastructure determined by the City to be necessary to connect to the City's sewer system.

5.4 Roadways.

(a) Owner shall dedicate right-of-way to the City for Boss Range Road adjacent to the Property sufficient to provide a total of 30 feet of right-of-way from the centerline, in connection with final platting the Property adjacent to Boss Range Road. Owner's sole obligation with respect to Boss Range Road shall be dedication of such right-of-way. Owner shall have no obligation to construct, or finance the construction of, any improvements to Boss Range Road.

(b) Owner has no obligation to dedicate right-of-way or construct improvements to John Wiley Road.

(c) If Owner elects to develop the Property with one-half acre lots served by on-site septic systems and City retail water service, Owner shall construct internal roads within the boundaries of the Property in accordance with the Road Standards.

(d) If Owner elects to develop the Property with minimum 7,000 square foot lots with City retail water and sewer service, Owner shall construct internal roads within the boundaries of the Property in accordance with City standards set out in Exhibit C.

(e) Notwithstanding any provision of the Subdivision Regulations or any other City requirements to the contrary, no dedication of right-of-way or construction of improvements to John Wiley Road or Boss Range Road and no other roadway improvements outside the Property boundaries are required for development of the Property except as set out in this Section 5.4.

5.5 Drainage. Owner shall construct drainage improvements on the Property in accordance with the Drainage Standards.

5.6 Dedication, Ownership and Maintenance of Public Infrastructure; Capacity. Owner shall dedicate the Public Infrastructure to the City, provided the Property is annexed by the City. Notwithstanding such dedication, Owner shall have a continuing right to require the City to utilize a portion of the capacity in the Off-Site Water Main to serve the Property, which capacity shall be made available by the City as necessary to provide water service to customers within the Property.

5.7 Oversized Infrastructure. Owner has no obligation to design or construct water, sewer, drainage or other Public Infrastructure that exceeds the capacity needed to serve the Property, except as set out in Section 5.2(b).

ARTICLE VI TERM OF AGREEMENT

6.1 Term. The term of the Agreement will be fifteen (15) years commencing on the Effective Date (the "Term").

6.2 Termination of Agreement. This Agreement may be terminated as to all of the Property as follows:

(a) at any time by mutual written consent of the City and Owner;

(b) by the City if (i) Owner's petition for expedited release from Aqua Texas' water CCN service area is not approved by the PUC pursuant to Section 5.1; (ii) Owner fails to submit an annexation petition in accordance with Section 7.1(a); (iii) the Annexation Petition is deemed withdrawn pursuant to Section 7.1(c); or (iv) the City does not annex the Property by March 1, 2016;

(c) by Owner if (i) Owner's petition for expedited release from Aqua Texas' water CCN service area is not approved by the PUC pursuant to Section 5.1; (ii) the Annexation Petition is deemed withdrawn pursuant to Section 7.1(c); or (iii) the City does not annex the Property by March 1, 2016.

ARTICLE VII
ANNEXATION; ROLLBACK TAXES

7.1 Annexation.

(a) Owner shall, no later than September 1, 2015, submit a petition to the City requesting annexation of the Property (the "Annexation Petition"). The Annexation Petition shall be subject to approval by the PUC of Owner's petition for expedited release from Aqua Texas' water CCN area pursuant to Section 5.1.

(b) The City may not annex the Property unless the PUC approves the petition for expedited release of the Property from Aqua Texas' water CCN service area pursuant to Section 5.1 (the "Annexation Condition"). The City shall follow the annexation process set out in Section 43.061, et seq., of the Texas Local Government Code. The City Council shall not adopt an ordinance annexing the Property prior to January 1, 2016.

(c) The Annexation Petition shall be deemed to be automatically withdrawn by Owner and otherwise void without further action by Owner if (i) the PUC does not approve the petition for expedited release of the Property from Aqua Texas' water CCN service area pursuant to Section 5.1; or (ii) the City terminates this Agreement; or (iii) the City posts an agenda providing for approval of an ordinance annexing the Property prior to January 1, 2016 (the "Withdrawal Events").

(d) The City acknowledges that acceptance of the Annexation Petition by a City employee or other representatives constitutes acceptance of the Annexation Condition and the Withdrawal Events.

7.2 Rollback Taxes. The City acknowledges that no municipal rollback taxes are owed to the City for the Property.

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

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

8.2 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND

INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or
- (c) adversely affect or impair the current or future obligations of the City to provide water service to any portion of the Property within its water CCN; or
- (d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (e) limit the Term.

ARTICLE IX ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement as to the Property or portion of the Property in question, the assigning party will be released from any rights and obligations under this Agreement as to the Property involved in such assignment, effective upon receipt of the assignment by the City. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by execution of this Agreement by all lienholders against the Property as of the Effective Date (if any) subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans, as of the Effective Date.

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

9.3 Encumbrance by Owner and Assignees. Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

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

ARTICLE X **RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES**

10.1 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the City as a condition to the City having notice of the assignment or having the assignment binding upon the City. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor Owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots. An End-Buyer shall not be considered an Owner. For purposes of this Agreement, the Parties agree: (a) the term "End-Buyer" means any tenant, user, occupant, or owner that is intended to be a final user, of a fully developed and improved lot and does not include a builder; (b) the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the County's real property records; and (c) the

term "land use and development regulations that apply to specific lots" means all of the Governing Regulations except the Public Infrastructure and Retail Utility Service provisions of Article V.

10.2 Releases. From time to time upon written request of Owner, the Mayor and City Manager, or designee of their choice, shall execute, in recordable form, subject to approval as to form by the City Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.

10.3 Estoppel Certificates. From time to time upon written request of Owner, the Mayor and the City Manager, or a designee of their choice, will execute a written estoppel certificate, subject to approval as to form by the City Attorney, identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement, except as expressly identified. The City is entitled to recover all of the City's out-of-pocket expense for gathering the information required to sign the estoppel certificate, including professional and consulting fees and related expenses, and such expense shall be paid prior to the City releasing the estoppel certificate.

ARTICLE XI ADDITIONAL PROVISIONS

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

11.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the City:

City of Justin
Attn: Mayor
107 S. Main Street
Justin, Texas 76227

With a copy to:

Robert L. Dillard III
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower 500 N. Akard St.
Dallas, Texas 75201

To the Owner:

Continental U.S. Management Corporation
14131 Midway Road, Suite 650
Addison, TX 75001

With a copy to:

Shupe Ventura Lindelow & Olson, PLLC
500 Main Street, Suite 800
Fort Worth, Texas 76102
Attn: Marcella Olson

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

11.4 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individuals executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.171, et. seq., of the Texas Local Government Code.

11.5 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. Except as provided in Section 2.3, this Agreement shall not be modified or amended except in writing signed by the City, Owner, and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If it is determined by a judgment of a trial court with jurisdiction over the matter that any of the Property is not located within the City's ETJ, this Agreement shall remain in full force and effect with respect to the remainder of the Property unless Owner and the City elect to terminate the Agreement pursuant to Section 6.2(a)..

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

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

11.8 No Third Party Beneficiaries. Except as otherwise provided in this Section 11.8, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End-Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

11.9 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any

suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Party(ies).

11.10 Effective Date. This Agreement will become effective on the later to occur of: (a) approval and authorization of this Agreement by majority vote of a quorum of the Justin City Council following the fulfillment of all notice and public meeting requirements of Texas law; and (b) execution by Owner or Owner's duly authorized representative.

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

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

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

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Map of Property
Exhibit C	Subdivision Regulations
Exhibit D	Development Standards
Exhibit E	Road Standards
Exhibit F	Preliminary Plat
Exhibit G	Existing Gas Wells
Exhibit H	Residential Fees

Executed by the City and Owner to be effective on the Effective Date.

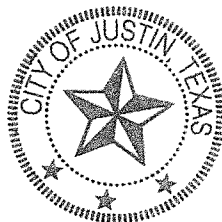
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CITY OF JUSTIN

By: Greg Scott
Greg Scott, Mayor

ATTEST:

By: Kim Strange
Kim Strange, City Secretary



APPROVED AS TO FORM:



Robert L. Dillard III, City Attorney

STATE OF TEXAS

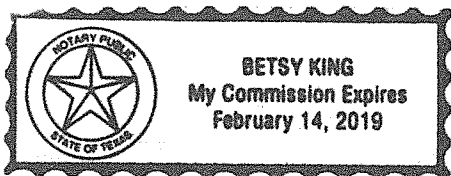
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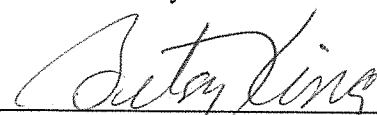
COUNTY OF DENTON

§

§

This instrument was acknowledged before me on the 7 day of December, 2015, by Greg Scott, Mayor of the City of Justin, Texas on behalf of said city.




Notary Public, State of Texas

OWNER:

Continental U.S. Management Corporation,
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by
_____, _____ of Continental U.S. Management Corporation,
a Texas corporation, on behalf on behalf of said corporation.

Notary Public, State of Texas

Exhibit A
Metes and Bounds Description of Property

SOUTH TRACT

BEING a 74.174 acre tract of land in the Mary Polk Survey, Abstract Number 993, situated in Denton County, Texas, and being a portion of that certain tract of land described in deed to Wood Ranch 78 Limited Liability Company, recorded in Instrument Number 2007-106241, Deed Records, Denton County, Texas, and being all of Exhibit A-1, and A-3, described in deed to Wood Wells 78 Limited Liability Company, recorded in Instrument Number 2007-106242, Deed Records, Denton County, Texas. The bearings for the description are based on the bearing of the south line of the said Wood Family Holdings, LLC, recorded in Instrument Number 2010-128035, Deed Records, Denton County, Texas.. Said 74.174 acre tract being described by metes and bounds as follows;

COMMENCING at a ½" iron rod at the northwest corner of said Wood Ranch tract, same being the northwest corner of that certain tract of land described in deed to Carl J. and Carla J. Hardeman, recorded in Instrument Number 2012-5148, Deed Records, Denton County, Texas, same being in the approximate centerline of Boss Range Road, a variable width public right-of-way;

THENCE North 89°34'00" East, departing said Boss Range Road, along the north line of said Wood Ranch tract, and said Hardeman tract, a distance of 685.39 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found at the northeast corner of said Hardeman tract, same being the POINT OF BEGINNING;

THENCE North 89°34'00" East, departing said Hardeman tract, continuing along the said north line of the Wood Ranch tract, a distance of 809.00 Feet to a ½" iron rod found;

THENCE South 0°23'29" East, departing said north line of the Wood Ranch tract, along the east line of the said Wood Ranch tract, passing onto the east line of said Exhibit A-3 at a distance of 1779.26 Feet, and continue for a total distance of 2317.40 Feet to a ½" iron rod found at the south east corner of said Exhibit A-3;

THENCE North 89°05'20" West, along the south line of said Exhibit A-3, passing onto the south line of said Wood Ranch tract, at a distance of 162.04 Feet, and continue for a total distance of 1493.85 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found at the southwest corner of said Wood Ranch tract, same being in the said approximate centerline of Boss Range Road;

THENCE North 0°26'17" West, departing said south line of the Wood Ranch tract, along the said approximate centerline of Boss Range Road and the west line of said Wood Ranch tract, a distance of 1982.35 Feet to a PK nail found at the southwest corner of said Hardeman tract;

THENCE North 89°34'00" East, departing said approximate centerline of Boss Range Road and said west line of the Wood Ranch tract, along the south line of said Hardeman tract, a distance of

686.08 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found at the southeast corner of said Hardeman tract;

THENCE North 0°23'29" West, departing the said south line of said Hardeman tract, along the east line of said Hardeman tract, a distance of 300.00 Feet to the POINT OF BEGINNING; and containing a computed area of 74.174 Acres, more or less.

NORTH TRACT

BEING a 64.732 acre tract of land in the Mary Polk Survey, Abstract Number 993, situated in Denton County, Texas, and being a portion of that certain tract of land described in deed to Wood Family Holdings, LLC, recorded in Instrument Number 2010-128035, Deed Records, Denton County, Texas. The bearings for the description are based on the bearing of the south line of the said Wood Family Holdings, LLC, recorded in Instrument Number 2010-128035, Deed Records, Denton County, Texas. Said 64.732 acre tract being described by metes and bounds as follows;

BEGINNING at a ½" iron rod found at the southeast corner of said Wood Family Holdings, LLC tract;

THENCE South 89°34'00" West, with the south line of said Wood Family Holdings, LLC tract, at a distance of 1475.19 Feet passing a 1/2" iron rod found in the east right of way line of Boss-Range Road, a variable width public right of way, and continuing for a total distance of 1494.39 Feet to a 1/2" iron rod found at the southwest corner of said Wood Family Holdings, LLC tract, and being in the approximate centerline of said Boss-Range Road;

THENCE North 0°26'00" West, along the west line of said Wood Family Holdings, LLC tract, and with the approximate centerline of said Boss-Range Road, a distance of 1576.65 Feet to a mag nail set at the most westerly northwest corner of said Wood Family Holdings, LLC tract, same being the southeast corner of that certain tract of land described in deed to Jacob J. Wright and wife, Mary Ann Wright, recorded in Volume 2683, Page 206, Deed Records, Denton County, Texas;

THENCE South 89°40'44" East, departing the said centerline of Boss-Range Road, and continuing along a north line of said Wood Family Holdings, LLC tract, at a distance of 19.91 Feet passing a 1/2" iron rod in the said east right of way line, and continuing for a total distance of 467.76 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at an inner ell corner of said Wood Family Holdings, LLC tract;

THENCE North 0°23'09" West, along a west line of said Wood Family Holdings, LLC tract, a distance of 465.41 Feet to the most northerly northwest corner of said Wood Family Holdings, LLC tract, and being in the south right of way line of John Wiley Road, a variable width public right of way, a bent 1/2" iron rod found bears North 76°24'43" West, a distance of 0.97 Feet;

THENCE South $89^{\circ}38'52''$ East, with the most northerly north line of said Wood Family Holdings, LLC tract, and the said south right of way line, a distance of 1027.24 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at the northeast corner of said Wood Family Holdings, LLC tract;

THENCE South $0^{\circ}24'32''$ East, departing the said south right of way line, and continuing along the east line of said Wood Family Holdings, LLC tract, a distance of 2021.82 Feet to the POINT OF BEGINNING; and containing a computed area of 64.732 Acres, more or less

Exhibit B
Map of Property

JOHN WILEY ROAD
VARIABLE WIDTH PUBLIC ROW

ASPHALT PAVING

PK NAIL WASHNER FOUND 12" IMP BENT BEAMS
RR SPIKE S89°38'52"E 1,027.24'

S89°38'52"E 1,027.24'

JACOB J. WRIGHT AND WIFE,
MARY ANN WRIGHT
VOL. 5883, PG. 206,
O.R.D.C.T.

465.41'

N0°23'00"W

S89°40'44"E

467.76'

12" CURB

FIELD WIRE FENCE

2,021.82'

64.731 ACRES

WOOD FAMILY HOLDINGS, LLC
INSTR. NO. 2018-12345
O.R.D.C.T.

GRAVEL ROAD

GRAVEL

POND

WARNING SIGN

WARNING SIGN BY PIPELINE

S89°34'00"W

1,494.39'

NO IMP. THE EASEMENT
EXISTS
EMUL

Exhibit C
Subdivision Regulations

Ordinance No. 248, shall apply to development of the Property, except as modified as followed:

1. Notwithstanding all provisions of Ordinance No. 248 to the contrary, including without limitation Sections 29-101 and 45-107, no sidewalk requirements apply to the Property.
2. If Owner elects to develop the Property with one-half acre lots served by on-site septic systems and City retail water service, Sections 45-100 through 45-105, "Street Requirements," do not apply to internal streets, which shall be constructed in accordance with the Road Standards. If Owner elects to develop the Property with minimum 7,000 square foot lots with City retail water and sewer service, Owner shall construct internal roads within the boundaries of the Property in accordance with Sections 45-100 through 45-105.
3. Article 52, "Storm Drainage," does not apply. Notwithstanding Article 52 or any other provision of Ordinance No. 248 to the contrary, all storm drainage facilities to serve the Property shall be constructed in accordance with the Drainage Standards.
4. If Owner elects to develop the Property with one-half acre lots served by privately owned on-site sanitary sewer facilities, Article 54, "Sanitary Sewerage Facilities," does not apply. If Owner elects to develop the Property with minimum 7,000 square foot lots with City retail sewer service, Article 54 shall apply.

Exhibit D Development Regulations

At Owner's election, Owner may develop in accordance with Option A provided sewer service is provided to the Property with private on-site sewer systems or Option B, provided the City is the retail sewer provider in accordance with this Agreement.

OPTION A

Minimum Lot Area (SF)	21,780
Minimum Dwelling Floor Area (square feet)	2,000
Minimum Lot Width (ft)	100
Minimum Front Yard Setback (ft)	50
Minimum Side Yard Setback (ft)	15
Minimum Side Yard Setback from Street	20
Minimum Rear Yard Setback (ft)	20
Maximum Height (ft)	35

OPTION B

Minimum Lot Area (SF)	7,000
Minimum Dwelling Floor Area (square feet)	2,000
Minimum Lot Width (ft)	60
Minimum Front Yard Setback (ft)	25
Minimum Side Yard Setback (ft)	10% of width
Minimum Side Yard Setback from Street	10% of Width
Minimum Rear Yard Setback (ft)	10
Maximum Height (ft)	35

Exhibit E Road Standards

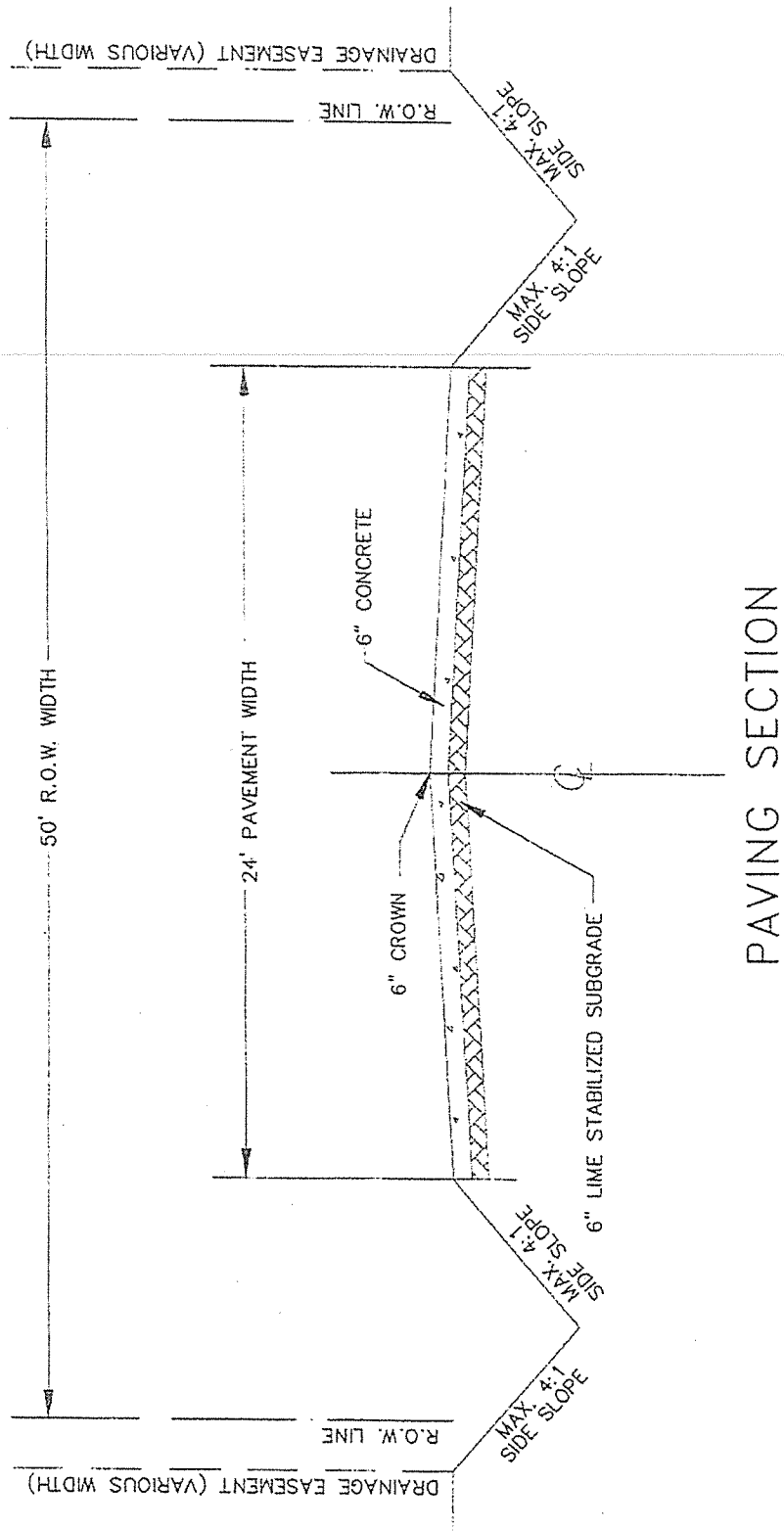
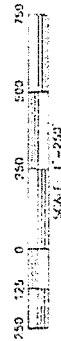


Exhibit F
Preliminary Plat

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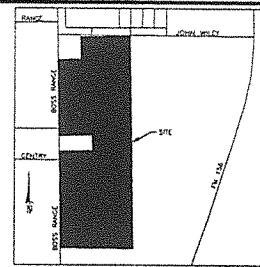
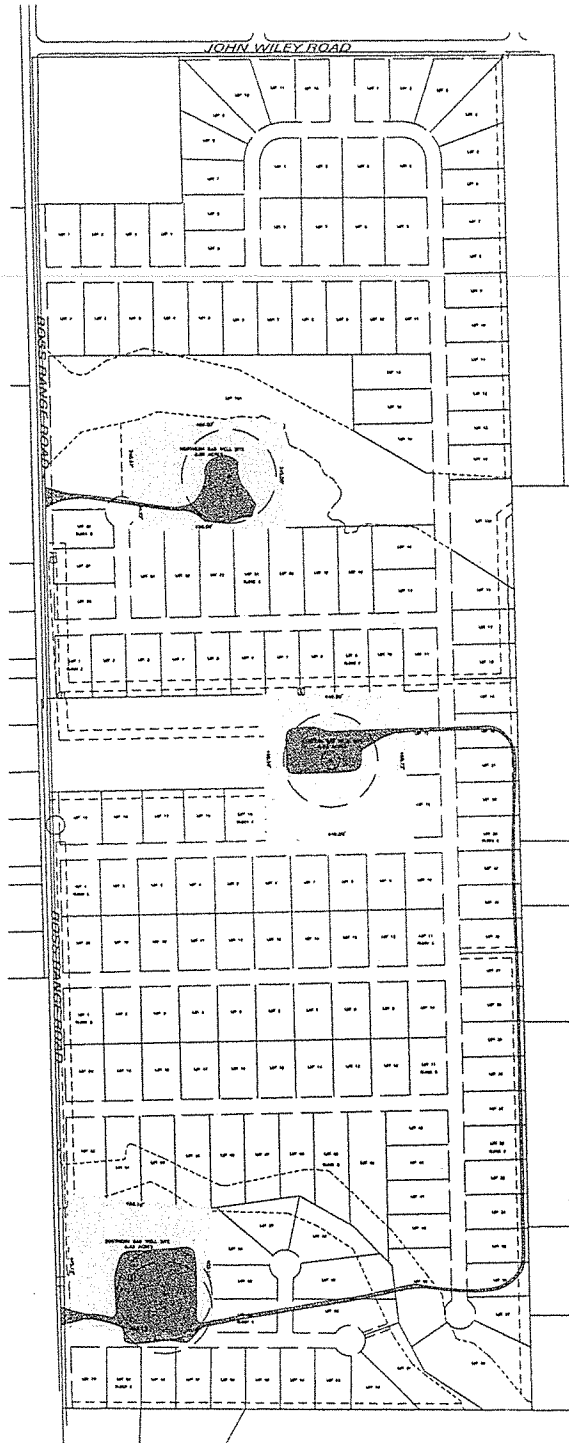


DYER ENGINEERING, INC.
ENGINEERING & CONSULTING

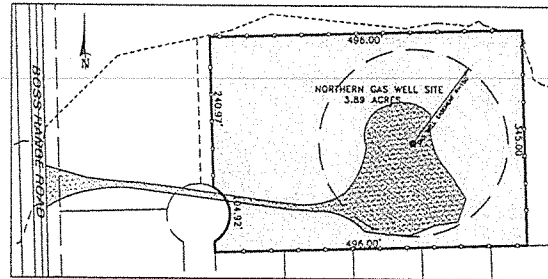
Land Development • Commercial Site Civil • Municipal • Environmental
1101 Rawlings • Flower Mound, Texas 75021 • Phone: 417-316-1605 • E-mail: dyster.eng@gmail.com
TBEF Firm No. 11112

Exhibit G
Existing Gas Well Sites

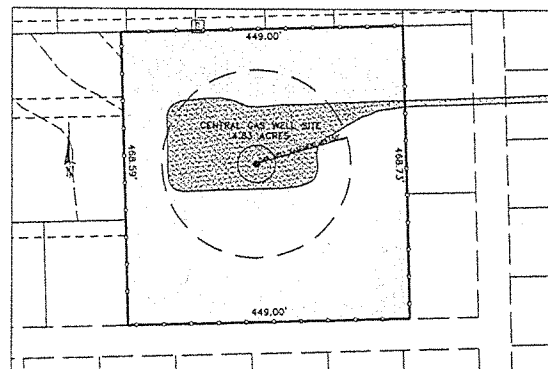
WOOD RANCH GAS WELL SITES



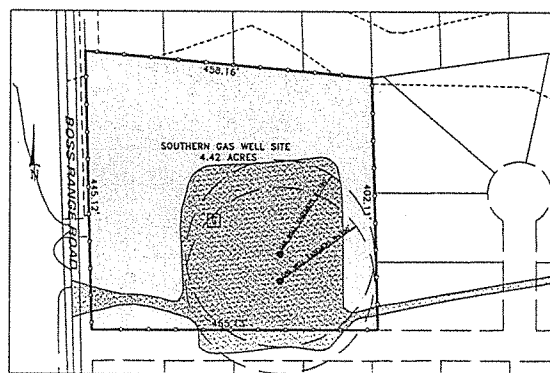
VICINITY MAP
NTS



NORTHERN GAS WELL SITE
SCALE: 1" = 60'



CENTRAL GAS WELL SITE
SCALE: 1" = 60'



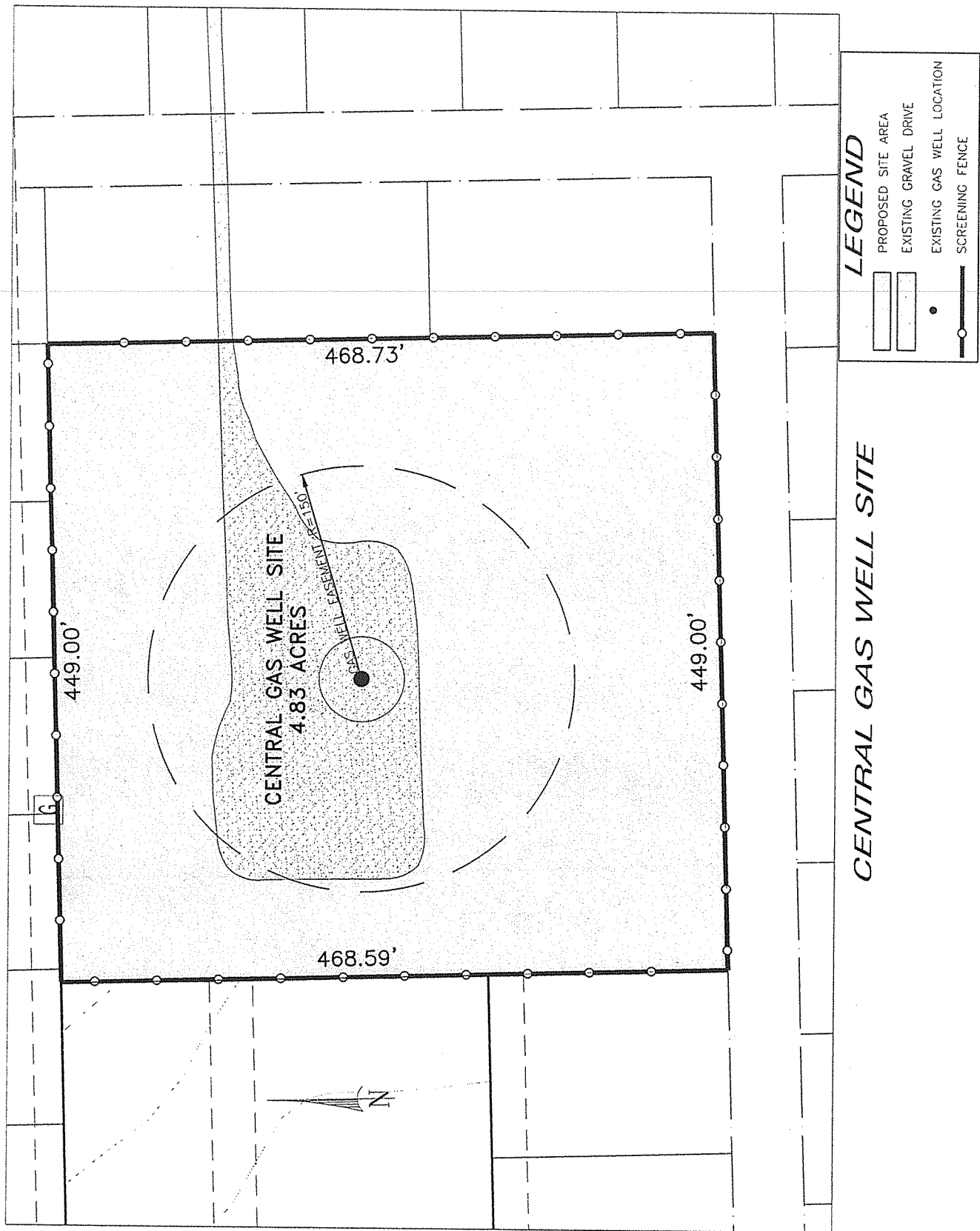
SOUTHERN GAS WELL SITE
SCALE: 1" = 60'

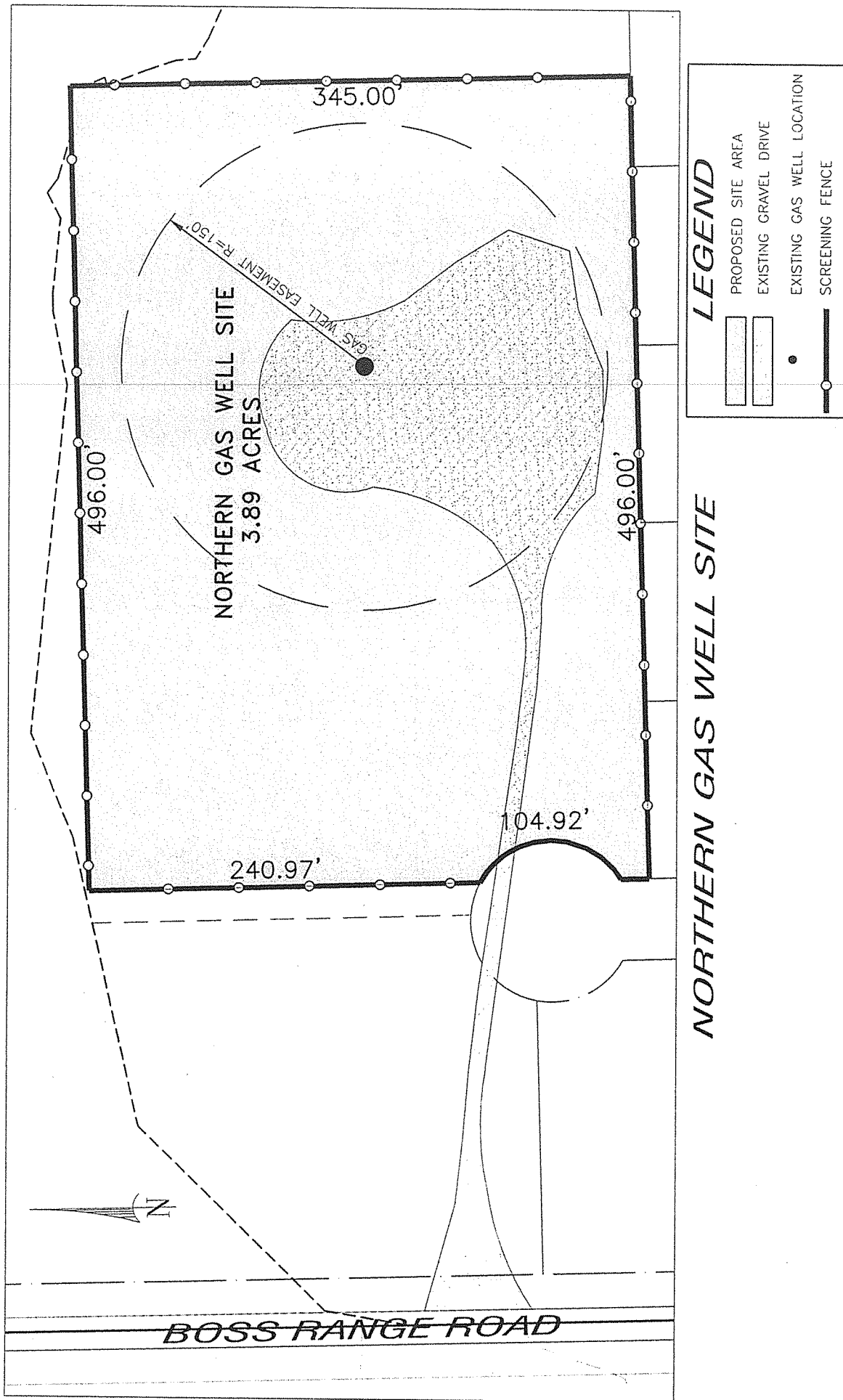
LEGEND	
	PROPOSED GAS WELL
	EXISTING CANAL DRAIN
	EXISTING GAS WELL LOCATION
	EXISTING FENCE

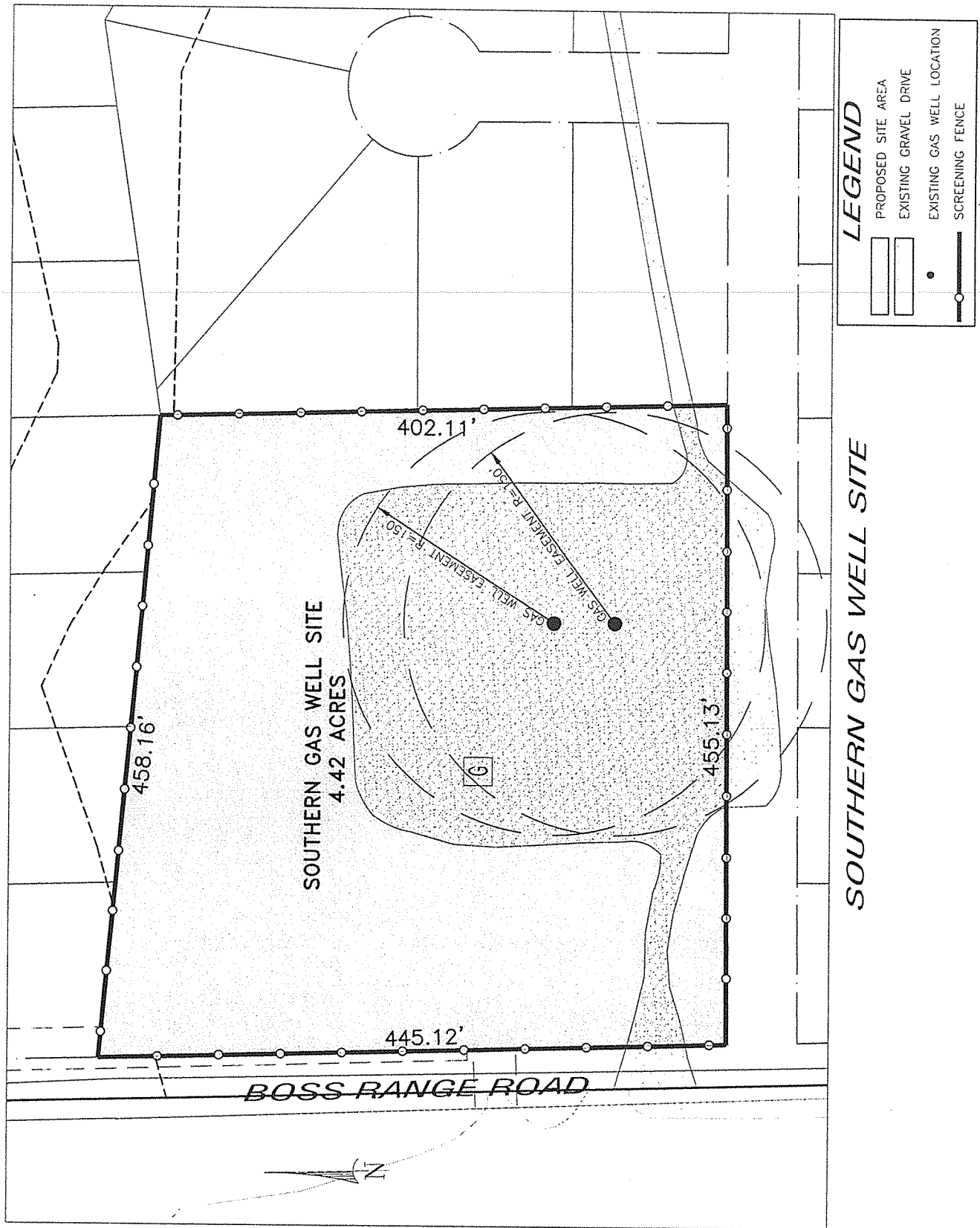


DYER ENGINEERING, INC.
ENGINEERING & CONSULTING

Land Development • Commercial Site Civil • Municipal • Environmental
1001 Bowditch • Pleasant Mount, Texas 75080 • Phone: 940-666-0000 • Email: dyer_engr@aol.com







**Exhibit H
Residential Fees**

Building Permit Fee (includes electrical, mechanical and plumbing)

<u>Square Footage</u>	<u>Building Fees*</u>
1,000 sq ft	\$1,200.00
1,200 sq ft	\$1,300.00
1,400 sq ft	\$1,400.00
1,600 sq ft	\$1,500.00
1,800 sq ft	\$1,600.00
2,000 sq ft	\$1,700.00
2,200 sq ft	\$1,800.00
2,400 sq ft	\$1,900.00
2,600 sq ft	\$2,000.00
2,800 sq ft	\$2,100.00
3,000 sq ft	\$2,200.00
3,200 sq ft	\$2,300.00
3,400 sq ft	\$2,400.00
3,600 sq ft	\$2,500.00
3,800 sq ft	\$2,600.00
4,000 sq ft	\$2,700.00

*Plus \$0.50 per square foot to bring amount to exact square footage

Driveway with curb cut	\$100
Driveway with culvert	\$200
Plan review fee	\$500
Final certificate of occupancy fee	\$100

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (this “Third Amendment”) is entered into by Continental U.S. Management, LLC, a Texas limited liability company (“Continental”), and the City of Justin, Texas, a general law city (the “City”) (individually, a “Party,” and, collectively, the “Parties”), to be effective upon the Effective Date, as hereafter defined.

WHEREAS, the City and Continental U.S. Management Corporation, a Texas corporation, the predecessor of Continental, entered into that certain Development Agreement effective August 12, 2015 (the “Agreement”), for approximately 138.906 acres of land situated in the Mary Polk Survey, Abstract Number 993, Denton County, Texas, consisting of 74.174 acres (the “South Tract”) and 64.732 acres (the “North Tract”) (collectively, the “Property”) described in **Exhibit A** attached hereto; and

WHEREAS, the City approved the preliminary plat for the Property on August 12, 2015 (the “Preliminary Plat”); and

WHEREAS, the Agreement provided for development of the Property as a master-planned single-family residential community with retail water service by the City and with two options for sewer service: minimum one-half acre lots with private on-site sewer systems or minimum 7,000 square foot lots with retail sewer service by the City; and

WHEREAS, the Town of Northlake filed suit against the City on September 17, 2015, in *Town of Northlake v. City of Justin*, Cause No. 15-08170-367, 367th Judicial District Court, Denton County, Texas, asserting that the South Tract is in Northlake’s extraterritorial jurisdiction (“ETJ”) and seeking to enjoin the City from exercising jurisdiction over the South Tract; and

WHEREAS, the City and Continental U.S. Management Corporation entered into the First Amendment to Development Agreement effective February 29, 2016 to allow Continental U.S. Management Corporation to proceed with annexation of the North Tract by the City and development of the North Tract within the City’s corporate limits (the “First Amendment”); and

WHEREAS, the City annexed the North Tract on May 9, 2016 by adoption of Ordinance No. 613-16 and the North Tract is being developed within the City by Legacy Land and Cattle, LLC; and

WHEREAS, the City, Continental U.S. Management Corporation, and Legacy Land and Cattle, LLC, entered into the Second Amendment to Development Agreement effective July 11, 2018 to extend the dates for annexation of the South Tract, in light of the continuing litigation, and to modify certain development standards (the “Second Amendment”); and

WHEREAS, Continental U.S. Management Corporation designed and constructed or caused the design of construction of approximately 170 linear feet of off-site water main and oversized the main from an 8-inch main, sufficient to serve the Property, to a 12-inch main, at the

City's request, and is entitled to contribution by the City for the oversizing costs pursuant to Section 5.2(b) of the Agreement (the "Water Line Reimbursement"); and

WHEREAS, the Public Utility Commission of the State of Texas granted Continental U.S. Management Corporation's application to decertify the Town of Northlake as the holder of the wastewater certificate of convenience and necessity ("CCN") for the South Tract by order dated February 27, 2016, Cause No. 45342; and

WHEREAS, the Town of Northlake appealed the decision of the Public Utility Commission of Texas in the 261st District Court of Travis County, Texas, *Town of Northlake v. Public Utility Commission*, Cause No. D-1-GN-16-001949; and

WHEREAS, the 261st District Court of Travis County issued an order on August 21, 2019, granting the Town of Northlake's motion to retain the case on the court's docket; and

WHEREAS, on August 30, 2019, the Texas Supreme Court denied Northlake's Petition for Review and on April 3, 2020, the Texas Supreme Court denied Northlake's motion for rehearing in *Town of Northlake v. City of Justin*, 18-0651; and

WHEREAS, the City and Continental U.S. Management Corporation entered into that certain Retail Water Service Agreement dated October 27, 2020 for the City to provide retail water service to the South Tract; and

WHEREAS, Continental U.S. Management Corporation converted to Continental U.S. Management, LLC, effective December 17, 2020; and

WHEREAS, the City and the Cities of Northlake and Fort Worth are contemplating entering into an agreement (the "Interlocal Agreement") to settle claims relating to the jurisdictional status of certain land, including the South Tract, whereupon Fort Worth would release the South Tract from its ETJ, Northlake would release its ETJ claims to the South Tract, and the City would expand its ETJ to include the South Tract; and

WHEREAS, Continental is the sole owner of the South Tract; and

WHEREAS, the City and Continental wish to enter into this Third Amendment to Development Agreement with respect to the South Tract; and

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

AGREEMENT

1. A new Section 2.1A, “Governing Regulations for South Tract,” governing development of the South Tract, only, is added to read as follows:

2.1A Governing Regulations for South Tract. The South Tract shall be developed with the following uses or a combination thereof, in Owner’s sole discretion: (i) minimum one-half acre single-family residential lots with City retail water service and private on-site septic systems; (ii) minimum 7,000 square foot single-family residential lots with City retail water service and retail sewer service by the Town of Northlake or a municipal utility district; (iii) minimum 4,000 square foot single-family residential lots with City retail water service and retail sewer service by the Town of Northlake or a municipal utility district; and (iv) industrial uses permitted in the LI Light Industrial District as of the Effective Date served by private on-site septic systems or retail sewer service by the Town of Northlake. Development of the South Tract shall be governed solely by the Agreement, as amended, and the following regulations set out in Section 2.1: Subsections 2.1(a), (b), (d), (e) and (g), together with development standards attached as **Exhibit D-1** and the approved Preliminary Plat and other preliminary plats, if any, submitted by Continental in accordance with Section 3.

2. A new Section 5.3A, “Sewer Service for the South Tract; Compensation to City” governing sewer service for the South Tract, only, and payments to the City related to provision of sewer service to the South Tract, is added to read as follows:

5.3A Sewer Service for the South Tract; Compensation to City

- (a) At Owner’s option and in Owner’s sole discretion, sewer service to the South Tract shall be provided by the following methods:
 - (i) Individual on-site septic systems on each platted lot. Owner shall obtain or caused to be obtained a septic tank permit for each platted lot from the Denton County Health Department in accordance with applicable regulations; or
 - (ii) Retail sewer service by the Town of Northlake; or
 - (iii) Retail sewer service by a municipal utility district.
- (b) Sewer service to the South Tract by the Town of Northlake is subject to (i) execution of an agreement by Owner and the Town of Northlake for sewer service and (ii) timely completion by the Town of Northlake, at no cost to Owner, of construction of sewer infrastructure to the boundary of the South Tract as needed to provide sewer service to the South Tract compatible with

Owner's development schedule for the South Tract, such compatibility to be determined by Owner in Owner's sole discretion.

- (c) If Owner elects for the South Tract to be served with individual on-site septic systems or to obtain retail sewer service to the South Tract by a municipal utility district, Owner shall:

(i) waive all rights to reimbursements for oversizing the Off-Site Water Main (the "Water Main Reimbursements") pursuant to Section 5.2(b) of the Agreement; and

(ii) pay \$185,000 to the City within ninety (90) days after (x) the City accepts all public water, roads and drainage infrastructure constructed to serve the South Tract; (y) the City declares the South Tract to be eligible for issuance of building permits; and (z) the City issues a building permit for the first single-family residence to be constructed on the South Tract.

- (d) If Owner elects to obtain retail sewer service to the South Tract from the Town of Northlake,

(i) Owner shall have no obligation to pay \$185,000 to the City as described in Section 5.3A(c)(ii); and

(ii) The City shall pay to Owner the Water Main Reimbursements in the amount of \$65,000 within thirty (30) days after Owner notifies the City in writing of such election. Owner acknowledges that if Owner obtains retail sewer service to the South Tract from the Town of Northlake, Northlake shall be authorized to collect wastewater impact fees in accordance with Chapter 395 of the Texas Local Government Code and town ordinances and shall deliver the wastewater impact fees collected from the South Tract to the City in accordance with the Interlocal Agreement.

3. The City hereby waives the expiration date and extends the life of the Preliminary Plat. The Preliminary Plat will expire upon recording of one or more final plats that are generally consistent with the Preliminary Plat and contain all of the South Tract. Nothing prohibits Owner from submitting a revised preliminary plat for the South Tract to the City, in which event the Preliminary Plat shall be considered expired.

4. Section 4.5 shall not apply to the South Tract.

5. Section 6.2 is amended to replace all references to March 1, 2023 with March 1, 2024 with respect to the South Tract and to reflect that the Agreement may be terminated as to the South Tract, only.
6. Section 7.1 is amended to replace all references to September 1, 2022 with September 1, 2023, and to replace all references to January 1, 2023 to January 1, 2024, with respect to annexation of the South Tract.
7. Except as amended in this Third Amendment, the Development Agreement, as previously amended, shall remain in full force and effect in accordance with its terms. The Parties acknowledge that (a) this Third Amendment applies to the South Tract, only; (b) the Agreement as amended, remains in full force and effect with respect to the North Tract and the South Tract; (c) neither Party is in default of, or with the giving of notice or passage of time, would be in default of the Agreement, as amended; and (d) Owner and its successors and assigns are entitled to develop the South Tract in accordance with the Agreement, as amended.
8. 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; (iii) the Interlocal Agreement has been approved and executed by the City and the Cities of Northlake and Fort Worth; and (iv) the South Tract is within the City's extraterritorial jurisdiction and the Cities of Northlake and Fort Worth have released all claims that the South Tract is in such cities' extraterritorial jurisdiction.
9. This Third Amendment shall be recorded in the real property records of Denton County, Texas.

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

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: _____
Alan W. 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 _____, 2021,
by Alan W. Woodall, Mayor of the City of Justin, Texas, on behalf of said city.

[SEAL]

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

CONTINENTAL U.S. MANAGEMENT, LLC,
a Texas limited liability company

By: _____
George O. Sanders, Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, on the _____ day of _____, 2021, by George O. Sanders, Manager of Continental U.S. Management, LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

Exhibit A
Metes and Bounds Description of the Property

SOUTH TRACT

BEING a 74.174 acre tract of land in the Mary Polk Survey, Abstract Number 993, situated in Denton County, Texas, and being a portion of that certain tract of land described in deed to Wood Ranch 78 Limited Liability Company, recorded in Instrument Number 2007-106241, Deed Records, Denton County, Texas, and being all of Exhibit A-1, and A-3; described in deed to Wood Wells 78 Limited Liability Company, recorded in Instrument Number 2007-106242, Deed Records, Denton County, Texas. The bearings for the description are based on the bearing of the south line of the said Wood Family Holdings, LLC, recorded in Instrument Number 2010-128035, Deed Records, Denton County, Texas.. Said 74.174 acre tract being described by metes and bounds as follows;

COMMENCING at a ½" iron rod at the northwest corner of said Wood Ranch tract, same being the northwest corner of that certain tract of land described in deed to Carl J. and Carla J. Hardeman, recorded in Instrument Number 2012-5148, Deed Records, Denton County, Texas, same being in the approximate centerline of Boss Range Road, a variable width public right-of-way;

THENCE North 89°34'00" East, departing said Boss Range Road, along the north line of said Wood Ranch tract, and said Hardeman tract, a distance of 685.39 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found at the northeast corner of said Hardeman tract, same being the POINT OF BEGINNING;

THENCE North 89°34'00" East, departing said Hardeman tract, continuing along the said north line of the Wood Ranch tract, a distance of 809.00 Feet to a ½" iron rod found;

THENCE South 0°23'29" East, departing said north line of the Wood Ranch tract, along the east line of the said Wood Ranch tract, passing onto the east line of said Exhibit A-3 at a distance of 1779.26 Feet, and continue for a total distance of 2317.40 Feet to a ½" iron rod found at the south east corner of said Exhibit A-3;

THENCE North 89°05'20" West, along the south line of said Exhibit A-3, passing onto the south line of said Wood Ranch tract, at a distance of 162.04 Feet, and continue for a total distance of 1493.85 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found at the southwest corner of said Wood Ranch tract, same being in the said approximate centerline of Boss Range Road;

THENCE North 0°26'17" West, departing said south line of the Wood Ranch tract, along the said approximate centerline of Boss Range Road and the west line of said Wood Ranch tract, a distance of 1982.35 Feet to a PK nail found at the southwest corner of said Hardeman tract;

THENCE North 89°34'00" East, departing said approximate centerline of Boss Range Road and said west line of the Wood Ranch tract, along the south line of said Hardeman tract, a distance of

686.08 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" found at the southeast corner of said Hardeman tract;

THENCE North 0°23'29" West, departing the said south line of said Hardeman tract, along the east line of said Hardeman tract, a distance of 300.00 Feet to the POINT OF BEGINNING; and containing a computed area of 74.174 Acres, more or less.

NORTH TRACT

BEING a 64.732 acre tract of land in the Mary Polk Survey, Abstract Number 993, situated in Denton County, Texas, and being a portion of that certain tract of land described in deed to Wood Family Holdings, LLC, recorded in Instrument Number 2010-128035, Deed Records, Denton County, Texas. The bearings for the description are based on the bearing of the south line of the said Wood Family Holdings, LLC, recorded in Instrument Number 2010-128035, Deed Records, Denton County, Texas. Said 64.732 acre tract being described by metes and bounds as follows;

BEGINNING at a 1/2" iron rod found at the southeast corner of said Wood Family Holdings, LLC tract;

THENCE South 89°34'00" West, with the south line of said Wood Family Holdings, LLC tract, at a distance of 1475.19 Feet passing a 1/2" iron rod found in the east right of way line of Boss-Range Road, a variable width public right of way, and continuing for a total distance of 1494.39 Feet to a 1/2" iron rod found at the southwest corner of said Wood Family Holdings, LLC tract, and being in the approximate centerline of said Boss-Range Road;

THENCE North 0°26'00" West, along the west line of said Wood Family Holdings, LLC tract, and with the approximate centerline of said Boss-Range Road, a distance of 1576.65 Feet to a mag nail set at the most westerly northwest corner of said Wood Family Holdings, LLC tract, same being the southeast corner of that certain tract of land described in deed to Jacob J. Wright and wife, Mary Ann Wright, recorded in Volume 2683, Page 206, Deed Records, Denton County, Texas;

THENCE South 89°40'44" East, departing the said centerline of Boss-Range Road, and continuing along a north line of said Wood Family Holdings, LLC tract, at a distance of 19.91 Feet passing a 1/2" iron rod in the said east right of way line, and continuing for a total distance of 467.76 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at an inner ell corner of said Wood Family Holdings, LLC tract;

THENCE North 0°23'09" West, along a west line of said Wood Family Holdings, LLC tract, a distance of 465.41 Feet to the most northerly northwest corner of said Wood Family Holdings, LLC tract, and being in the south right of way line of John Wiley Road, a variable width public right of way, a bent 1/2" iron rod found bears North 76°24'43" West, a distance of 0.97 Feet;

THENCE South 89°38'52" East, with the most northerly north line of said Wood Family Holdings, LLC tract, and the said south right of way line, a distance of 1027.24 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at the northeast corner of said Wood Family Holdings, LLC tract;

THENCE South 0°24'32" East, departing the said south right of way line, and continuing along the east line of said Wood Family Holdings, LLC tract, a distance of 2021.82 Feet to the POINT OF BEGINNING; and containing a computed area of 64.732 Acres, more or less

**Exhibit D-1
Development Standards**

OPTION A: Single-family residential

Minimum Lot Area (square feet)	21,780
Minimum Dwelling Floor Area (square feet)	2,000
Minimum Lot Width (feet)	100
Minimum Front Yard Setback (feet)	50
Minimum Side Yard Setback (feet)	8
Minimum Side Yard Setback from Street (feet)	20
Minimum Rear Yard Setback (feet)	20
Maximum Height (feet)	35

OPTION B: Single-family residential

Minimum Lot Area (square feet)	7,000
Minimum Dwelling Floor Area (square feet)	2,000
Minimum Lot Width (feet)	60
Minimum Front Yard Setback (feet)	25
Minimum Side Yard Setback (feet)	The lesser of 10% of width or 8 feet
Minimum Side Yard Setback from Street (feet)	10% of width
Minimum Rear Yard Setback (feet)	10
Maximum Height (feet)	35

OPTION C: Single-family residential

Minimum Lot Area (square feet)	4,000
Minimum Dwelling Floor Area (square feet)	1,200
Minimum Lot Width (feet)	40
Minimum Front Yard Setback (feet)	20
Minimum Side Yard Setback (feet)	5
Minimum Side Yard Setback from Street (feet)	10
Minimum Rear Yard Setback (feet)	10
Maximum Height (feet)	35

OPTION D

Industrial uses permitted in LI Light Industrial as of the Effective Date.

Maximum height: 55 feet

No minimum lot area, building size or setback requirements

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF JUSTIN CITY COUNCIL ANNEXING 74.174 ACRES LEGALLY DESCRIBED AS MARY POLK SURVEY, ABSTRACT NO. 993, DENTON COUNTY, TEXAS, GENERALLY LOCATED NORTHEAST FROM THE INTERSECTION OF SAM REYNOLDS ROAD AND BOSS RANGE ROAD THE TERRITORY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN, TO THE CITY OF JUSTIN, DENTON COUNTY, TEXAS AND EXTENDING THE BOUNDARY LINES OF THE CITY OF JUSTIN SO AS TO INCLUDE SAID PROPERTY DESCRIBED IN EXHIBIT “A” WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; ADOPTING A SERVICE PLAN, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION.

WHEREAS, the City of Justin is a Home-Rule municipality in the State of Texas; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes the annexation of territory upon the request of the owner(s) of such land; and

WHEREAS, the Justin City Council previously declared the population of the City of Justin to be 5,179 with the adoption of Resolution No. 543-20; and

WHEREAS, the owner(s) of the area being annexed have petitioned for annexation into the City limits of the City of Justin; and

WHEREAS, after proper notices were provided in accordance with Chapter 43 of the Local Government Code and meeting all the requirements of the Texas Open Meetings Act, the first public hearing on the proposed annexation was held before the City of Justin City Council on October 12, 2023; and

WHEREAS, after proper notices were provided in accordance with Chapter 43 of the Local Government Code and meeting all the requirements of the Texas Open Meetings Act, the second and final public hearing on the proposed annexation was held before the City of Justin City Council on October 26, 2023; and

WHEREAS, all of the property described herein is within the exclusive extraterritorial jurisdiction of the City of Justin; and

WHEREAS, the City Council of the City of Justin and the owner(s) of the property described in Exhibit “A” have negotiated and entered into an agreement for the provision of services to such property by the City pursuant to Section 43.0672 of the Local Government Code attached to this Ordinance as Exhibit “B” (the “Development Agreement”); and

WHEREAS, the meeting at which this Ordinance was approved has met all the requirements of Chapter 43 and the Texas Open Meetings Act; and

WHEREAS, all of the procedures prescribed by the Texas Local Government Code and other laws of the State of Texas have been duly followed with respect to the land described in Exhibit “A” which is attached hereto and incorporated herein; and

WHEREAS, the City Council of the City of Justin has duly considered all of the evidence presented to them in regard to the annexation; and

WHEREAS, the City Council of the City of Justin finds that the approval of this Ordinance to be in the best interests of the health, safety, and welfare of the public.

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

Section 1. Incorporation of Premises. That the above recitals are adopted by the City Council of the City of Justin, Texas.

Section 2. That the property described in Exhibit “A” which is attached hereto and incorporated herein, is hereby annexed to the City of Justin, Denton County, Texas (“City”) and that the boundary limits of the City of Justin be and the same are hereby extended to include the above described territory within the City limits of the City of Justin, and the same shall hereafter be included within the territorial limits of said City and inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Justin and they shall be bound by the acts, ordinances, resolutions, and regulations of the City of Justin. The City of Justin’s extraterritorial jurisdiction is not expanded to the south due to already claimed extraterritorial Jurisdiction by the Town of Northlake.

Section 3. The City Council of the City of Justin and the owners(s) of the property described in Exhibit “A” have negotiated and entered into a Developers Agreement, which was approved and filed with Denton County in 2015.

Section 4. Cumulative/Repealer Clause. The official map and boundaries of the City of Justin, previously adopted, are amended to include the annexed territory as a part of the City of Justin, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory annexed as required by law.

Section 5. Severability Clause. The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Denton County, Texas and the Denton County Appraisal District.

Section 6. Effective Date. This ordinance shall be cumulative of all provisions of ordinances of the City of Justin, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event, the conflicting provisions of such ordinances are hereby repealed.

Section 7. Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

Section 8. Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Justin, such ineffectiveness of this ordinance as to any such part or parts shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of Justin every part of the area described in Exhibit “A” attached hereto and incorporated herein, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Exhibit “A” attached hereto and incorporated herein, to be hereby annexed to the City of Justin any lands or area which are presently part of and included within the limits of any other City, Town, or Village, for which permission is not granted for Justin to annex or if there is land that cannot be annexed for some valid legal reason, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein, if permission has not been granted.

Section 9. The City Secretary of the City of Justin is directed to engross and enroll this ordinance by copying the caption, publication clause and effective date clause in the Minutes of the City Council and by filing the ordinance in the ordinance records of the City of Justin.

Section 10. This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

ADOPTED AND APPROVED this 26th day of October 2023.

CITY OF JUSTIN

By: _____
James Clark, Mayor

ATTEST:

By: _____
Brittany Andrews, City Secretary

APPROVED AS TO FORM:

Exhibit A

ANNEXATION PETITION TO THE CITY OF JUSTIN

WHEREAS, Continental U.S. Management, LLC, a Texas limited liability company (“Owner”), is the sole owner of 74.174 acres of land in the Mary Polk Survey, Abstract No. 993, Denton County, Texas, described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City of Justin (the “City”), is contiguous to the City’s corporate limits, and is described as the South Tract in that certain Development Agreement Between the City and Continental U.S. Management Corporation dated December 7, 2015 (the “Development Agreement”), as amended by the First, Second and Third Amendments; and

WHEREAS, it is the intent of Owner and the City that all of the Property be within the City’s corporate limits; and

WHEREAS, pursuant to the Third Amendment to the Development Agreement dated May 19, 2021, the City shall not adopt an ordinance annexing the Property before January 1, 2024; and

NOW, THEREFORE, Owner petitions the City to annex the Property into the City’s corporate limits, in accordance with Section 43.0671, et seq., Texas Local Government Code, and the Development Agreement, as amended.

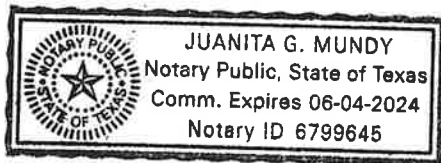
SIGNATURE APPEARS ON FOLLOWING PAGE

Continental U.S. Management, LLC,
A Texas limited liability company

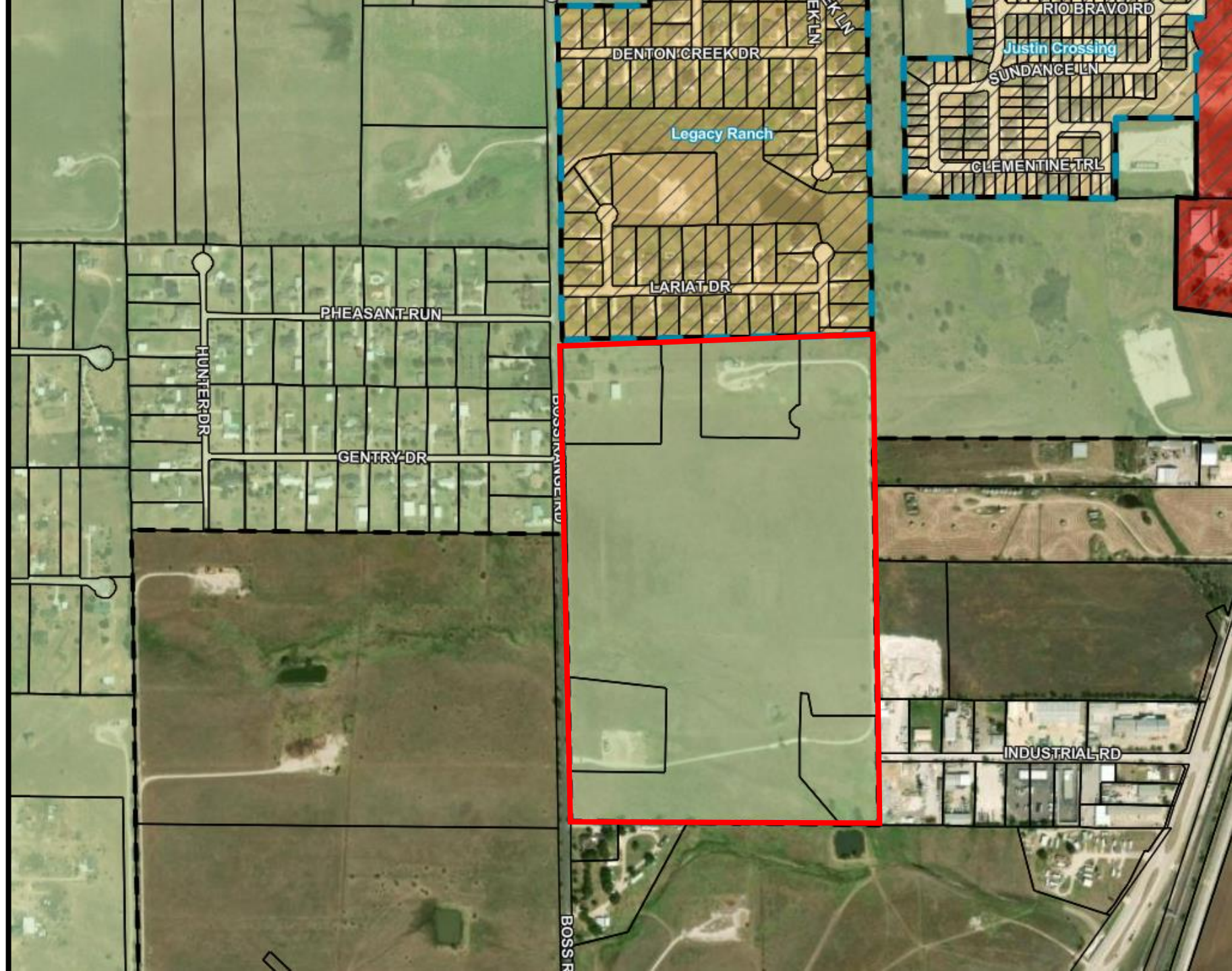
By: A.O. Sanders
Name: George O. Sanders
Title: Member

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 22 day of August,
2023, by George O. Sanders of Continental U.S. Management, LLC,
a Texas limited liability company, on behalf of such limited liability company.



Juanita G. Mundy
Notary Public, State of Texas



DENTON CREEK DR

Legacy Ranch

LARIAT DR

PHEASANT RUN

HUNTER DR

GENTRY DR

BOSSMAN DR

BOSSMAN DR

RIO BRAVO DR

Justin Crossing

SUNDANCE LN

CLEMENTINE TRL

INDUSTRIAL RD



City Council Coversheet
October 26, 2023
415 N. COLLEGE AVE.

Agenda Item: 12. (POSSIBLE ACTION ITEMS)

Title: Consider and act upon a Final Plat for Wildflower Ridge Addition legally described as Lots 1-12, Block A. Generally located northwest from the intersection of Boss Range Road and Range Road.

Department: Administration

Contact: Matthew Cyr

Recommendation:

Staff recommends approval based on the plat meeting all of the requisite regulations.

Background:

The Applicant is requesting a final 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 preliminary plat was previously approved by City Council in May 2023.

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. Recent discussions have taken place between the developer and City for potential annexation.

The Applicant was approved for 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).

P&Z RECOMMENDATION: The Commission unanimously recommended approval on October 17, 2023, based on the Final Plat meeting all of the requisite regulations.

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.

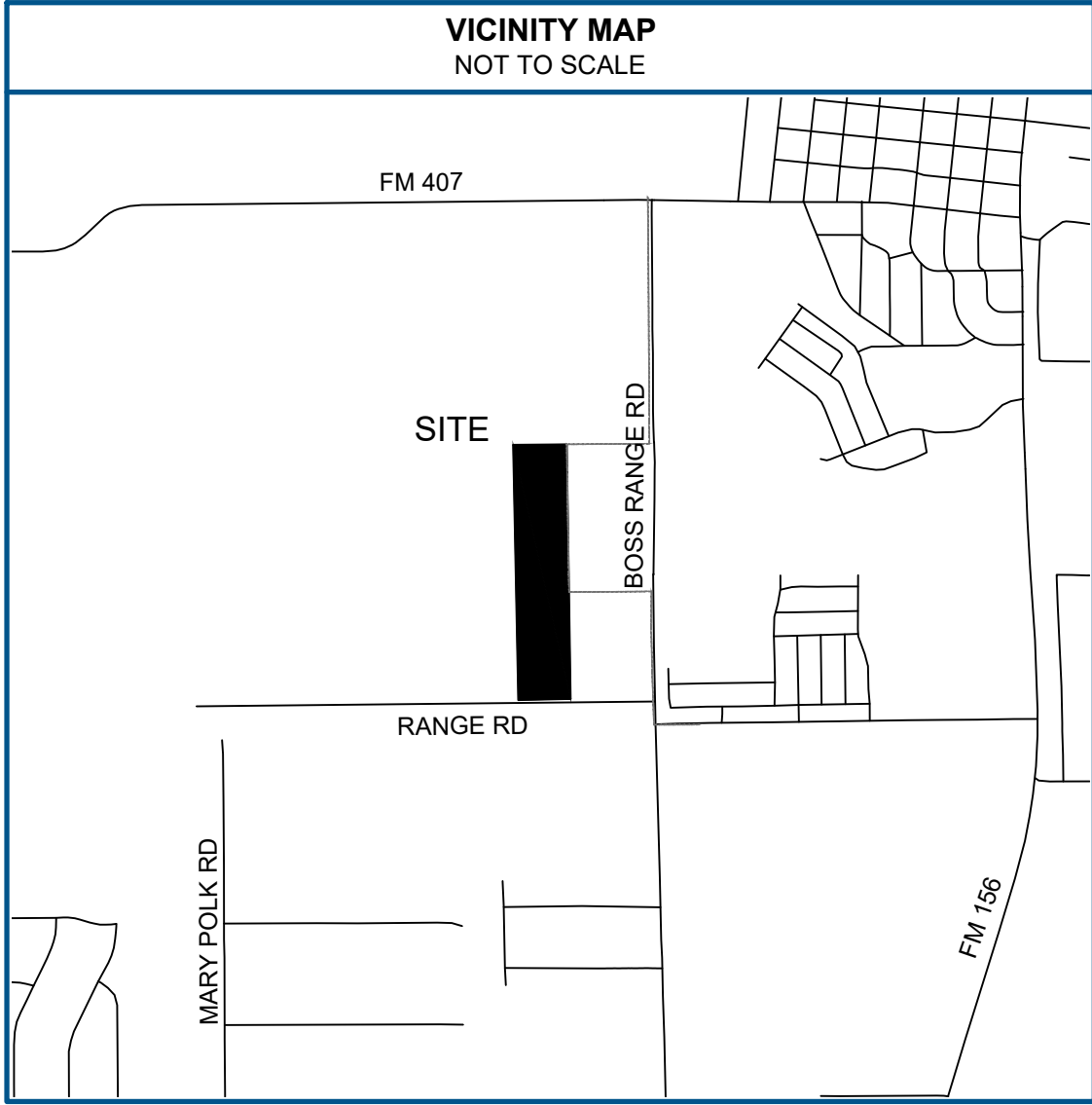
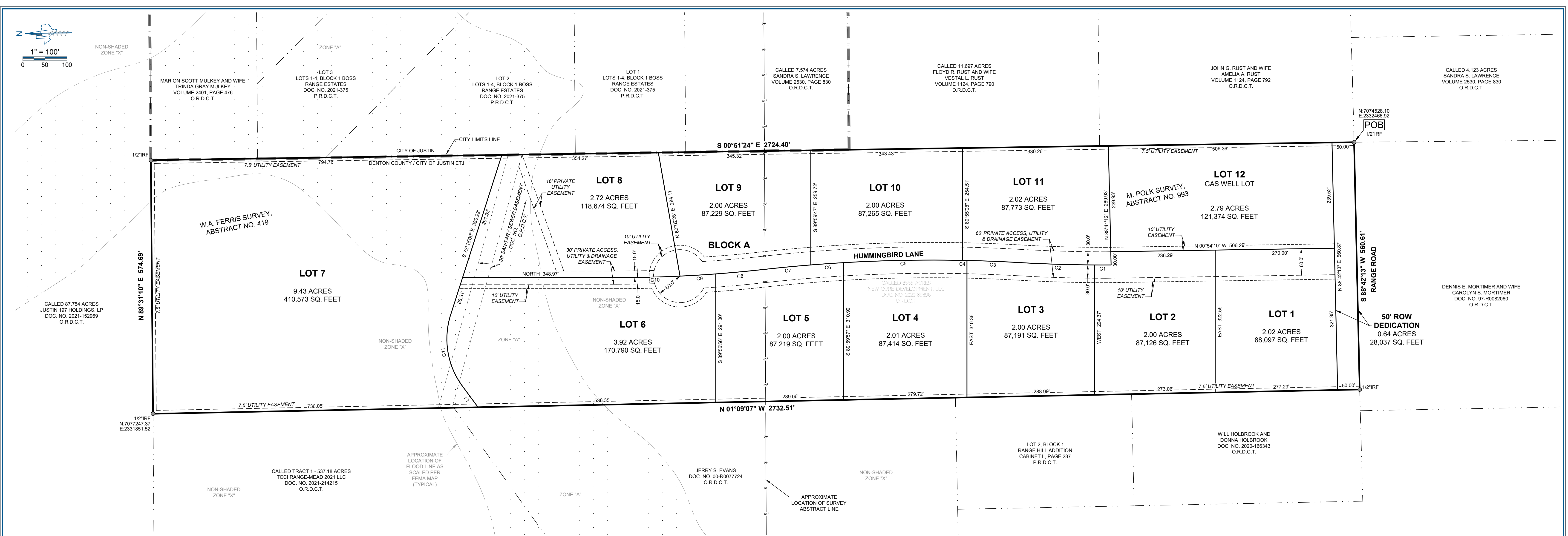
ROW DEDICATION: According to the Comprehensive Plan Range Road is considered a Minor Arterial roadway. The street section requires a 50' ROW from the center line (the other 50') will be acquired from the other property on the other side of Range Road, when developed) to plan for

improving Range Road in the future. The final plat shows the 50' Right-of-Way dedication.

City Attorney Review: N/A

Attachments:

1. Wildflower Ridge Addition Final Plat_091823



OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, **NEW CORE DEVELOPMENT, LLC** is the owner of a 35.55 acre track 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 574.69 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

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 48121C040G. 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.) Minimum finished floor elevations must be at least 2' above the base flood elevation.

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°58'27"	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°28'35"	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'

FINAL 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: 09/13/2023

JOB NUMBER
2104.040-11

DATE
09/13/2023

REVISION
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DRAWN BY
TAR



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TX Firm # 10194177

SURVEYOR	OWNER
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