

Ryan Stevens, Place 1
Tomas Mendoza, Place 2
Steven Teschke, Place 3



James Castle, Place 4
Daniel Dennis, Place 5
Shelby St. Claire, Mayor Pro Tem, Place 6

James Clark, Mayor
CITY OF JUSTIN
CITY COUNCIL AGENDA
FEBRUARY 12, 2026
415 N. COLLEGE AVE.
5:30 PM

A) CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

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

B) EXECUTIVE SESSION

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

1. Under Section 551.071, to conduct a private consultation with the City Attorney regarding:
 - Justin Ranch Developers Agreement
2. Under Section 551.087 the City Council may convene in an executive session to discuss or deliberate regarding commercial or financial information that the City of Justin has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described below.
 - Discuss Project Tricycle
 - Discuss Project Parkway
 - Discuss Project Tupperware
3. Under Section 551.072, to deliberate regarding the purchase, exchange, lease, or sale of real property related to the following:
 - Justin Town Square
 - Water Infrastructure

C) UPCOMING MEETINGS AND EVENTS

1. - February 16, 2026, City Offices Closed - President's Day Holiday
- February 17, 2026, Planning and Zoning Commission Meeting @ 6:30 p.m.
- February 17, 2026, Library Board Meeting @ 4:30 p.m.
- February 19, 2026, EDC/CDC Meeting @ 5:30 p.m.

D) RECOGNITION

1. Recognition of City Staff and Public Safety for inclement weather response

E) WORKSHOP ITEM(S) AND REPORT(S)

1. Workshop discussion regarding the following items:

- Pandhandler Ordinance
- Sex Offenders Ordinance
- Dangerous Animals Ordinance
- Speed Limits Ordinance
- Vagrant Ordinance

2. Receive the annual Racial Profiling Report

F) PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens with the opportunity to speak, the mayor may impose a three-minute time limitation for each citizen to speak with a seasonal limitation on speakers on one topic or item with a maximum of fifteen total minutes on the same topic. The Texas Open Meetings Act prohibits the City Council from discussing issues which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

G) CONSENT AGENDA

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

1. Consider approving City Council meeting minutes from the January 22, 2026, City Council meeting; and take appropriate action.
2. Consider adopting Ordinance 835-26, second and final reading approving the Old Town Master Plan; and take appropriate action.
3. Consider adopting Ordinance 837-26, second and final reading amending Section 52-315 of the Unified Development Code to include the regulatory plan and provisions for Old Town; and take appropriate action.
4. Consider adopting Ordinance 838-26, second and final reading approving the rezoning of the designated area to Old Town; and take appropriate action.

5. Consider adopting Ordinance 831-26, second and final reading to repeal Ordinance 781-25 the Demolition Permit Moratorium; and take appropriate action.
6. Consider adopting Ordinance 832-26, second and final reading ordering a General Election to be held on May 2, 2026, for the purpose of electing a Mayor, Place 4, Place 5, and Place 6, City Council seats; and take appropriate action.
7. Consider approving Resolution 814-26 amending the Community Development Corporation/Economic Development Corporation (EDC/CDC) bylaws; and take appropriate action.
8. Consider approving Resolution 815-26 supporting an EGrant application for the Police Department; and take appropriate action.
9. Consider approving Resolution No. 816-26 approving continued participation with the Steering Committee served by Oncor and authorizing the payment of 10 cents per capita to the Steering Committee; and take appropriate action.
10. Consider adopting Ordinance 839-26, amending and replacing Chapter 48 of the City of Justin Code of Ordinances, providing for sanitary sewer Winter Quarter Averaging and to increase the sanitary sewer volume cap from 12,000 gallons to 18,000 gallons; and take appropriate action.
11. Consider approving Resolution 818-26 adopting updated water and sewer rates and amending the Master Fee Schedule; and take appropriate action.
12. Consider approving Resolution 819-26 authorizing the City Manager to execute a Water and/or Sewer Services Agreement with a property owner located outside the City limits at a differential utility rate, in accordance with Section 48-2 (b) of the City of Justin Code of Ordinances; and take appropriate action.

H) ITEMS PULLED FROM CONSENT AGENDA

I) POSSIBLE ACTION ITEM

1. Consider approving Resolution 817-26 authorizing the City Manager to enter into a contract with RJN Group, Inc. for an engineering analysis of sanitary sewer lines within the City of Justin; and take appropriate action.
2. Consider approving Ordinance 840-26 Authorizing the Sale of City-Owned Real Property and Approving a Commercial Contract with North Forest Office Space – Fort Worth, LLC

J) FUTURE AGENDA ITEMS

K) ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Ave, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 2/6/26

by 10:15 a.m., in compliance with the Texas Open Meetings Act.

Amy Piukana

Amy Piukana, TRMC, City Secretary



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 1. (CONSENT AGENDA)

Title: Consider approving City Council meeting minutes from the January 22, 2026, City Council meeting; and take appropriate action.

Department: Administration

Contact:

Recommendation:

City Staff recommends the City Council review and approve minutes.

Background:

The City Council shall review and approve City Council meeting minutes, which shall be kept by the City Secretary for permanent retention.

City Attorney Review: No

Attachments:

1. CCM 1.22.26 Draft

Ryan Stevens, Place 1
Tomas Mendoza, Place 2
Steven Teschke, Place 3



James Castle, Place 4
Daniel Dennis, Place 5
Shelby St. Claire, Mayor Pro Tem, Place 6

James Clark, Mayor

MINUTES

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

Justin City Council Regular Session Meeting - January 22, 2026

A) CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

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

Present: Mayor James Clark, Mayor Pro Tem Shelby St. Claire, Council Member Ryan Stevens, Council Member Steven Teschke, Council Member Tomas Mendoza, Council Member James Castle, Council Member Daniel Dennis

City Staff: City Secretary Amy Piukana, Assistant City Manager Abbey Reece, and Director of Development and Economic Development Services Matthew Cyr

With a quorum of members present, Mayor Clark called the meeting to order at 5:30 p.m. at Justin City Hall, located at 415 N. College Avenue, Justin, Texas 76247.

Mayor Clark provided the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were given.

B) 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.

The City Attorney read the closed session items into the record. Mayor Clark recessed the meeting into closed executive session at 5:35 p.m. Mayor Clark reconvened into open session at 6:03 p.m.

1. Under Section 551.071, to conduct a private consultation with the City Attorney regarding:
 - Justin Ranch Developers Agreement
2. Under Section 551.087 the City Council may convene in an executive session to discuss or

deliberate regarding commercial or financial information that the City of Justin has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described below.

- Discuss Project Tricycle
- Discuss Project Parkway
- Discuss Project Tupperware

3. Under Section 551.072, to deliberate regarding the purchase, exchange, lease, or sale of real property related to the following

Justin Town Square

Water Infrastructure

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

No action was taken as a result of the closed session.

D) UPCOMING MEETINGS AND EVENT(S)

Director of Communications Amy Borders provided an update on upcoming meetings and events.

1. - Christmas Event Update
 - February 2, 2026, Municipal Court @ 2 p.m.
 - February 10, 2026, Parks and Recreation Board Meeting @ 6 p.m.
 - February 12, 2026, City Council Meeting @ 5:30 p.m.
 - February 16, 2026, City Offices Closed - President's Day Holiday
 - February 17, 2026, Planning and Zoning Commission Meeting @ 6:30 p.m.
 - February 17, 2026, Library Board Meeting @ 4:30 p.m.
 - February 19, 2026, EDC/CDC Meeting @ 5:30 p.m.

E) WORKSHOP ITEM(S)

1. Receive a report on the Old Town Traffic Study

City Engineer Christopher Cha provided a report on the Old Town Traffic Study.

The City Council discussed the need for Fire Department feedback, the issue with vehicles running stop signs, data activation devices, the need for a deeper study, and possibly reducing the speed limit to avoid safety concerns or placing more stop signs.

The consensus of the City Council was to conduct a more in-depth speed study on Leudy, 12th Street, Creek Hill, Pafford, and Oveletta and provide the City Council with more data.

2. Discuss the Rate Study

Mr. Erik Ekrut of NewGen provided the City Council with a rate study presentation.

After discussion, the City Council's consensus was to proceed with Scenario 2, transitioning to TRA for completion by FY 2028.

F) PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens with the opportunity to speak, the mayor may impose a three-minute time limitation for each citizen to speak with a seasonal limitation on speakers on one topic or item with a maximum of fifteen total minutes on the same topic. The Texas Open Meetings Act prohibits the City Council from discussing issues which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

The following comments were provided:

- Tom Croenberger, 806th 12th Street, spoke, suggesting rumble strips to address Old Town traffic concerns.

G) PUBLIC HEARING(S)

1. Conduct a Public Hearing and consider first reading for adopting Ordinance 836-26 approving A-Affordable Storage Annexation; and take appropriate action.

Director of Development Services Matthew Cyr noted this item has been withdrawn by the request of the applicant.

No action or discussion was taken.

2. Conduct a Public Hearing and consider adopting Ordinance 835-26 approving the Old Town Master Plan; and take appropriate action.

Councilman Castle reviewed the Old Town Committee makeup and the intent and purpose to preserve and save Old Town and create a master plan.

The City Council discussed zoning lot size maximums and minimus, Old Town Plan boundaries, and the need for adjustment.

Mr. Brad Longberry of Place Strategies provided the City Council with an overview.

The City Council reviewed three different boundary options. Director of Development Services Matthew Cyr explained that Option 1 is what PZ recommended, which removes homes south of 7th Street and Hardeman Circle. He reviewed Option 2, which removes Hardeman Circle, and Option 3, which pulls out 8th Street.

The City Council recessed at 8:08 p.m. and reconvened at 8:13 p.m.

Mayor Clark opened the public hearing. The following citizens spoke and/or submitted a public comment form:

- Janet Newman, 330 Brookhollow, New Braunfels, submitted a comment form in opposition to 12th street being included in Old Town.
- Terry Huett, 510 N. Hardeman Circle, Justin, submitted a comment form in opposition due to Hardeman Circle being included in Old Town.
- Tina Huett, 422 N. Hardeman Circle, Justin, submitted a comment form in opposition due to Hardeman Circle being included in Old Town.
- Bethany Goerdel, 611 N. Hardeman Circle, Justin, submitted a comment form in opposition to Hardeman Circle being included in Old Town.
- Clayton Goerdel Jr., 611 N. Hardeman Circle, Justin, submitted a comment form and spoke in opposition to Hardeman Circle being included in Old Town and expressed concerns regarding the subdividing of lots with zoning.
- Bernie Morrissey, 520 N. Hardeman Circle, Justin, submitted a comment form in opposition due to Hardeman Circle being included in Old Town.
- Audrey Morissey, 520 N. Hardeman Circle, Justin, submitted a comment form in opposition due to Hardeman Circle being included in Old Town
- James Wellesey expressed concerns regarding the zoning.
- Rachel Wilder, 423 Hardeman Circle, spoke, asking questions regarding why Hardeman was included, questions about protection that would apply to them, alley questions, and asked why 1st Street South is not included in the Old Town, and why Old Town Square is not in Old Town. She expressed concerns regarding whether her house burns down to the requirements of Old Town's build. She asked what zoning is on 12th Street, where the house burned down.
- Traci Kirkpatrick, landowner on the property at 12th Street, spoke regarding concerns of property owners who she states did not receive notices.
- Eric Easley Hardeman Circle, spoke expressing his gratitude for the City Council removing Hardeman Circle from the Old Town Plan, and he supports rezoning to maintain larger lots.
- Bethany Goerdel, 611 Hardeman Circle stated she supports Option 1.
- Mary Dill, 217 W 4th Street expressed concerns regarding this alleyway flooding and lighting. She feels there is too much lighting.
- Joe Angelinie, 511 S Hardeman Circle spoke, stating his concerns were addressed, and he thanked the Council for amending the Old Town Plan to remove Hardeman Circle from it.
- Christy Jackson, Coppell, spoke, requesting Option 3.
- Teresa Emory, 115 Copper, spoke in support of Option 3.

There being no further comments, Mayor Clark closed the public hearing.

After a lengthy discussion, a motion was made by Councilman Castle to adopt Option 3, and amend the minimum lot size from 7,000 sq ft. to 9,000 square feet. Motion seconded by Councilman Dennis. Motion approved unanimously.

3. Conduct a Public Hearing and consider approving Ordinance 838-26, rezoning Old Town to the new designation; and take appropriate action.

Mayor Clark opened a Public Hearing to approve Ordinance 838-26. There was no one present to speak. Mayor Clark closed the public hearing.

After discussion, a motion was made by Councilman Castle to adopt Ordinance 838-26 with Option 3

and to amend the lot sizes from 7,000 to 9,000 square feet. Mayor Pro Tem St. Claire seconded the motion. Motion approved unanimously.

4. Conduct a Public Hearing and consider adopting Ordinance 837-26, amending Section 52-315 of the Unified Development Code to include the regulatory plan and provisions for Old Town; and take appropriate action.

Mayor Clark opened the public hearing. There being no one present that wished to speak. Mayor Clark closed the public hearing.

A motion was made by Councilman Castle to approve ordinance 837-26 to adopt Option 3 and amend lot sizes from 7,000 to 9,000 square feet. Motion seconded by Council Member Stevens. Motion approved unanimously.

H) CONSENT AGENDA

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

A motion was made by Councilman Mendoza to pull Consent Item H.2. Councilman Castle requested Item H.3 be pulled to allow further discussion.

After discussion, a motion was made by Mayor Pro Tem St. Claire to approve Consent Items H.1, H.4, H.5, H.6, H.7, H.8, as presented. Motion seconded by Councilman Teschke. Motion approved unanimously.

1. Consider approving City Council minutes dated December 11, 2025, and January 8, 2026; and take appropriate action.
2. Consider adopting Ordinance 830-25, second and final reading, creating a Municipal Court of Record; and take appropriate action.

Councilman Mendoza stated he would like to pull this item, noting he is opposed.

Motion by Councilman Stevens to adopt Ordinance 830-25, as presented. Motion seconded by Mayor Pro Tem St. Claire. The motion prevailed by the following vote:

In Support: *Stevens, Teschke, Castle, Clark, Dennis, St. Claire*

Opposed: *Mendoza*

The item was approved by a vote of 5-1, with Mendoza voting in opposition.

3. Consider approving Ordinance 831-26 to repeal Ordinance 781-25 the Demolition Permit Moratorium and take appropriate action.

Councilman Castle requested that this item be pulled for clarification, noting he supports continuing the demolition permit moratorium until the Old Town Master Plan gets approved.

After discussion, Councilman Castle moved to adopt Ordinance 831-26, as presented. Motion seconded by Councilman Teschke. Motion approved unanimously.

4. Consider adopting Ordinance 832-26 ordering a General Election to be held on May 2, 2026, for the purpose of electing a Mayor, Place 4, Place 5, and Place 6, City Council seats; and take

appropriate action.

5. Consider approving Resolution 812-26 amending resolution 786-25 to move the Public Hearing for Impact Fees; and take appropriate action.
6. Consider approving Resolution 808-26, appointing Eric Morales to Place No. 1 on the Board of Ethics; and take appropriate action.
7. Consider approving Resolution 810-26, authorizing the City Manager to enter into an interlocal agreement with the City of Denton for the use of cooperative contracts that have been solicited and awarded by other government entities; and take appropriate action.
8. Consider approving Resolution 814-26 memorializing direction to the City Manager authorizing the execution of a Letter of Intent for the sale of real property in Justin Town Square; and take appropriate action.

I) ITEMS PULLED FROM CONSENT AGENDA

Consent Items H.2 and H.3 were pulled and voted on separately.

J) ACTION ITEM(S)

1. Consider approving Resolution 813-26 adopting an updated Master Fee Schedule, updating Water and Sewer rates; and take appropriate action.

Mayor Clark noted this item was pulled from the agenda and no action was taken.

K) FUTURE AGENDA ITEM(S)

The following future agenda items were submitted:

Councilman Stevens requested a future agenda item regarding CPR training. After discussion, the consensus of the City Council was to ensure CPR training be included in City Council orientation on June 10th.

Mayor Pro Tem St. Claire requested a future agenda item to recognize Judge Thomas Hobbs. After discussion, the consensus of the City Council was to add this to the Feb 12/March 12, 2026, City Council meeting agenda.

Mayor Pro Tem St. Claire requested a future agenda item for waste services. After discussion, the consensus of the City Council was to add this item to the May 28, 2026, City Council meeting.

Mayor Pro Tem St. Claire requested a future agenda item to discuss prohibiting sexually-oriented businesses in the City of Justin. After discussion, the consensus of the City Council was to discuss at the May 28, 2026, City Council meeting.

Councilman Castle requested a discussion on a Renter's Certificate of Occupancy policy. The consensus of the City Council was to discuss in June 2026.

L) ADJOURN

Mayor Clark adjourned the meeting at 9:50 p.m.

Amy Piukana

Amy Piukana, TRMC, City Secretary

Seal:



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 2. (CONSENT AGENDA)

Title: Consider adopting Ordinance 835-26, second and final reading approving the Old Town Master Plan; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration.

Background:

On May 8, 2025, the City Council approved Phase III of the City's strategic planning deliverables. Phase III includes two major components: a Comprehensive Plan for the Old Town Area and a corridor plan for the FM 156 area. These documents were developed to provide long-range guidance for growth, preservation, and reinvestment in some of the City's most important and visible areas.

At the direction of City Council, staff was requested to bring this item back for formal consideration in January. In response, staff finalized the planning materials and coordinated the final review process with the Old Town Committee and the public.

Since the initiation of this effort, the City has undertaken an extensive public engagement and research process. This has included four Old Town Committee meetings, stakeholder interviews with residents, business owners, and property owners, three public open houses, multiple social media outreach efforts, and a regional tour of neighboring communities with established "Old Town" districts. The Old Town Committee was intentionally comprised of landowners, business owners, and residents, primarily from within the Old Town area, to ensure the plan reflects the perspectives of those most directly impacted.

On Wednesday, January 14, the Old Town Committee formally recommended adoption of all three components of the plan. As part of that recommendation, the Committee requested that the same body be reappointed within one year to re-review the Old Town Plan and provide feedback on its effectiveness and implementation.

The Old Town Master Plan establishes a clear vision for what Old Town is intended to be over the next 20 years. It balances the preservation of existing neighborhoods and historic character with opportunities for thoughtful reinvestment, redevelopment, and economic vitality. The plan provides policy direction,

design concepts, and implementation strategies that will guide future zoning decisions, capital improvements, and private development within the Old Town area.

This action item requests City Council consideration of adopting the Old Town Master Plan as the City's guiding vision for the future of Old Town. Adoption formalizes the community's shared goals and provides a framework for consistent, predictable decision-making as the area evolves over time.

City Attorney Review: Yes

Attachments:

1. Master Old Town Plan Ordinance-FINAL

ORDINANCE NO. 835-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, ADOPTING THE OLD TOWN MASTER PLAN; PROVIDING FOR INCORPORATION OF THE PLAN INTO THE CITY'S PLANNING FRAMEWORK; ESTABLISHING THE PLAN AS THE GUIDING VISION FOR THE OLD TOWN AREA; PROVIDING FOR IMPLEMENTATION AND FUTURE REVIEW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 8, 2025, the City Council approved Phase III of the City's strategic planning deliverables, which included the preparation of a Comprehensive Plan for the Old Town Area and a corridor plan for the FM 156 area; and

WHEREAS, the City conducted an extensive public engagement process, including four Old Town Committee meetings, stakeholder interviews with residents, landowners, and business owners, three public open houses, social media outreach, and a regional tour of neighboring "Old Town" districts; and

WHEREAS, an Old Town Committee was formed and comprised primarily of landowners, business owners, and residents from within the Old Town area to ensure the planning process reflected the perspectives of those most directly impacted; and

WHEREAS, at the direction of City Council, staff was requested to bring the Old Town Master Plan forward for formal consideration in January; and

WHEREAS, on Wednesday, January 14, the Old Town Committee formally recommended adoption of all components of the Old Town Master Plan, with the additional recommendation that the same Committee be reappointed within one year to re-review the Plan and provide feedback on its effectiveness and implementation; and

WHEREAS, the City Council finds that the Old Town Master Plan establishes a clear, long-range vision for the Old Town area, balances preservation with thoughtful reinvestment, and provides policy direction and implementation strategies to guide future decisions; and

WHEREAS, the City Council desires to adopt the Old Town Master Plan as the guiding vision for the Old Town area;

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

SECTION 1. The Old Town Master Plan attached as Exhibit A, including all associated components, is hereby adopted by the City Council as an official planning document of the City of Justin.

SECTION 2. The Old Town Master Plan does not zone property for any reason, but rather shall serve as the City's guiding vision and policy framework for the Old Town area. The Plan is advisory in nature, no development rights, and is intended to guide future land use decisions, zoning actions, capital improvements, infrastructure investments, and private development within the Old Town area.

SECTION 3. City staff, boards and commissions, and the City Council shall consider the Old Town Master Plan in the review of zoning, development applications, capital projects, and other actions affecting the Old Town area.

SECTION 4. Consistent with the recommendation of the Old Town Committee, the City Council directs staff to reappoint the same Old Town Committee, or a substantially similar body, and provide feedback on its effectiveness and implementation.

SECTION 5.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance.

SECTION 6.

This ordinance shall take effect immediately upon its passage and adoption.

DULY PASSED by the City Council of the City of Justin, Texas, on the 22nd day of January 2026.

On first reading, the 22nd day of January 2026.

On the second and final reading, the 12th day of February 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

OLD TOWN MASTER PLAN

UNIQUE RAIL TOWN
ESTABLISHED IN 1887

Justin, Texas

A SMALL AREA PLANNING PROJECT FOCUSED ON OLD TOWN
JUSTIN.

Prepared for:	City of Justin		
Company Name	Place Strategies, Inc.		
415 N College Avenue, Justin, Texas 76247			
940-648-2541		CityofJustin.com	
Draft Version:	11.21.25		Adopted Version:



JUSTIN
1887

OLD TOWN PLAN

SMALL AREA
PLANNING PROJECT

- A GUIDED PLAN TOWARDS A
UNIFIED VISION
- PRACTICAL ACTIONS THAT
CONTINUE THE VISION
- A COMMUNITY PROCESS
THAT IS INCLUSIVE

—

TABLE OF
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1

Introduction

A short summary of the plan, how to use it, and why it matters.

3

Engagement

An in-depth look at the education and public events used to craft the vision outlined from the community.

5

Illustrative Plan

An illustrative view of a built out Old Town based on the vision within the Old Town Plan.

2

Existing Conditions

A snapshot look into the Old Town Area and how it is administered today.

4

Guiding Principles

The structured outcome from the engagement and outreach process that guides the decisions, plans, and policy of the Old Town.

6

Implementation

An action plan that outlines implementable actions with comparative resources to allow prioritization.



—

MAYOR'S
LETTER

“OUR CITY’S PULSE DOESN’T BEAT IN CONCRETE AND TRAFFIC, IT LIVES IN THE PULSE OF OLD TOWN. IT’S WHERE STORIES BREATHE, NEIGHBORS CONNECT, AND HERITAGE HOLDS STRONG. THIS IS WHAT WE SEEK TO PRESERVE, NURTURE, AND GROW.”



JAMES CLARK

Mayor + Old Town Resident

We are committed to sustainable growth, strengthened self-reliance, and the preservation of the small-town character that defines us.

Our city’s pulse does not beat in concrete and traffic. It lives in the heart of Old Town. This is where the story of Justin was first written and where it continues to unfold every day. Old Town is more than a collection of buildings and streets. It is a place where stories breathe, neighbors connect, and our shared heritage remains strong.

As Mayor, I am proud of the deep sense of identity and belonging that Old Town represents. It reflects who we are as a community and reminds us of the values that have guided Justin through generations. The storefronts, homes, and gathering places in Old Town carry memories of hard work, celebration, resilience, and connection. These are the moments and meanings that make Justin truly feel like home.

The Old Town Plan is rooted in a simple but powerful goal. To preserve what makes Old Town special while thoughtfully preparing it for the future. This plan is not about freezing time. It is about honoring our past, protecting our character, and ensuring that growth enhances rather than erases the qualities we cherish most.

Through this effort, we seek to nurture the unique sense of place that defines Old Town, support property owners and businesses, and create clear guidance that reflects our community’s values. This plan is a commitment to balance progress with preservation and to make decisions that respect both history and opportunity.

Thank you to the residents, business owners, and partners who have shared their voices and passion throughout this process. Together, we are shaping a future for Old Town that remains authentic, welcoming, and unmistakably Justin.

OLD TOWN COMMUNITY PLANNING PROCESS TO ESTABLISH A VISION

VOICES OF THE COMMUNITY

JARROD GREENWOOD, CITY MANAGER

“Old Town is the heart of Justin—not just historically, but culturally. As we plan for growth, we’re committed to protecting the character that makes our city feel like home.”

1 INTRODUCTION

The Small Area Planning Process

A Small Area Plan is a detailed road map created with community input to guide future land use, development, and investment within a specific, smaller geographic area, such as a neighborhood or corridor. The plan provides focused, detailed strategies for issues like land use, transportation, urban design, and open space, offering specific recommendations and a shared vision to help create desirable, successful, and sustainable places.

FOCUSED SCOPE

Within the umbrella of the Imagine Justin comprehensive plan, a small area plan focuses on a specific part of a community, such as a distinct neighborhood, a commercial corridor, or a district.

COMMUNITY DRIVEN

The process involves and considers the input and vision of residents, business owners, property owners, and other stakeholders who have a stake in the area.

DETAILED GUIDANCE

It provides a higher level of detail and specific recommendations for issues unique to the area, including land use, zoning, transportation improvements, urban design, open space, and capital investments.

UNIQUE ARCHITECTURE IN OLD TOWN CREATES A UNIQUE FEEL

The Old Town residential area includes many unique architecture forms such as Victorian, Tudor, and craftsman.



JUSTIN OLD TOWN MASTER PLAN

PURPOSE OF A THE OLD TOWN JUSTIN MASTER PLAN

LOCAL CONTEXT

To address localized issues and development pressures that are not adequately covered by broader city or county-wide plans.

COMMUNITY

To create a shared road map and represent the community's specific vision for its neighborhoods and districts.

PROACTIVE

To allow neighborhoods to be proactive in identifying priorities and making specific land use and development recommendations.

CATALYST

To identify opportunities for revitalization, improved public amenities, and increased investment within the focused area.

PREDICTABILITY

To provide greater clarity and predictability for future development, land use, and investment decisions for all stakeholders.

CONSISTENCY

To establish a consistent goal across city administrations that lead to the community vision outlined in plan.

Robin Amerine - Parks & Recreation Board Chairperson

Our historic Old Town is where Justin's past meets the present. It tells the story of how we got here. Preserving Old Town keeps this story alive, for our friends and neighbors today and for the pioneers of the future who follow us.

USING THE PLAN

DECISION MAKING

Council + Commissions

Elected and appointed officials should use the Old Town Plan for consistent policy change decisions, creating new programs, and assessing zoning district change requests through the development process.

City Council and Planning + Zoning Commission make routine decisions involving the Old Town and this plan will help solidify that decision making process.

COLLABORATION

Federal and State Agencies

Federal, state, and regional agencies control different types of projects such as roadway alignments and infrastructure, regional trails, and economic development and infrastructure incentives that provide opportunity for input based on local context.

TXDOT, NCTCOG, and regional agencies use adopted policy documents to orient their plans.

PLANNING

City Administration

City staff capital planning is done yearly and can impact the overall development capacity of an area. The Old Town Plan can assist in prioritizing roadway, water, and sewer projects, roadway design and constructions, and strategic land use and ETJ planning decisions.

A clear role and identity for the Old Town helps define other areas of Justin.

A Community Vision is a corroboratively created inspirational statement that describes a community's ideal future, capturing its shared goals, aspirations, values, and priorities for the coming years, often serving as a guide for planning and decision-making.

It goes beyond a list of needs and instead paints a picture of what the community wants to look, feel, and be like, guiding actions toward that desired future state.



The Old Town Master Plan framework can be characterized into three segments: current conditions, process and feedback, and outcomes and implementation. This structured framework provides a clear delineation of the path taken and intended outcomes that can feed the implementation items and the partnered regulatory code.

CURRENT CONDITIONS

This segment of the plan is intended to provide a clear understanding of the existing conditions. It seeks to identify where we are starting from and what history has guided the community to this point. This portion of the plan can review what has worked well and identify elements that have not served the community's vision.

CURRENT DEVELOPMENT

BASELINE OF THE PLAN

PROCESS AND FEEDBACK

This segment of the plan is intended to document all the community feedback garnered from the process and how it steered the plan and code that is ultimately taken forward. This portion of the plan should clearly outline the plan's outcomes and provide an explanation for implementation.

PUBLIC OPEN HOUSES

PROCESS OF UNDERTAKEN OVER 6 MONTHS

ESTABLISHED OUTCOMES

This segment of the plan is the deliverables and results produced from the process and feedback portion. Deliverables are categorized into an illustrative plan and an implementation plan, which serve as policy and vision directives.

IMPLEMENTATION PLAN

**POLICY VISION OF OLD TOWN THAT
WILL GUIDE THE FUTURE**

PLAN VS CODE - WHAT'S THE DIFFERENCE?

There is a distinct difference between policy and law that must be acknowledged when adopting plans and codes. As defined in this document, a plan is a high-level vision of the community's future.

ENFORCEABILITY

The Old Town Master Plan is an adopted policy document that can guide decision makers in making changes to ordinances and laws. This process is typically done through the legislative arm of government.

POLICY VS LAW

The Old Town Master Plan is not a law ordinance that is prescriptive of development, but a plan reference similar to a future land use plan that can be used to gauge whether a specific decision is bringing the community closer to its goal or away from it.

ADMINISTRATION

Administrators and elected officials shall primarily administer this plan and corresponding code, but in addition, the public and development community can also provide guidance that references back to the community vision to provide a consistent administration through staff and elected changes.



DIFFERENT SHAPES AND SIZES OF OLD TOWN

The Old Town area of Justin is made up of a varied mix of different architectural styles but also masses.



“AS WE LOOK FORWARD, WE HOLD ON TO WHAT MATTERS MOST: COMMUNITY, CHARACTER, AND THE CHARM THAT MAKES JUSTIN HOME FOR OUR RESIDENTS.”

MATT CYR
DIRECTOR OF DEVELOPMENT AND ECONOMIC DEVELOPMENT



APPLICABILITY TO THE CITY-WIDE COMPREHENSIVE PLAN

FUTURE LAND USE PLANNING

- Coordination and deeper understanding of the Old Town area that helps further clarify the vision that is outlined in the Comprehensive Plan.
- The Future Land Use Plan (FLUP) in the comprehensive plan provides a high-level view of the City of Justin by categorizing experience districts, but it does not provide a block-by-block look, which is prepared in this plan.

MASTER THOROUGHFARE PLANNING

- Thoroughfare planning within the City of Justin and the types of development that will benefit and fit within the street designation.
- When assessing the Old Town block by block and street by street, decisions about thoroughfares can gain more context.

STRATEGIC ACTION PLANNING

- Implementation items listed within the comprehensive plan can directly or indirectly be accomplished through the small area planning of the Old Town.
- Additional strategic action steps detailed for Old Town will support the over arching Comprehensive Plan action steps and guide staff at a more micro level.

IMAGINE JUSTIN COMPREHENSIVE PLAN

Summary
Comprehensive Plan for the City of Justin

ADDRESS
415 N College Ave
Justin, TX 76247

Place Strategies, Inc.
Catalyst Commercial
Pacheco Koch

OLD TOWN

DISTRICT PROFILE

Development Intensity
Regulatory Guidance

Residential
Commercial
Industrial

Old Town has one of the highest development ranges due to the commercial and mixed-use intensity developed as the city's original plat. This core has been the heart of commercial development for generations, and continuing to develop this area will promote more economic development.

IDENTITY + CHARACTER
Old Town is the original Justin town and has a significant historical context. Development is reminiscent of traditional main streets, and walkable mixed-use is encouraged by having buildings close to the road, street trees, and pedestrian-focused amenities that make walking comfortable.

CHALLENGES
As the original town of Justin, the infrastructure in this area is amongst the oldest in town, which can be a challenge with new development and right-sizing the services needed for higher intensity.

OPPORTUNITIES
As the historical core, this area is situated to accommodate higher intensity developments that can include mixed use which is successful in areas with plenty of services and retail. With added residential in the area, it can create a substantial amount of foot traffic that can sustain more retail businesses.

AREAS OF FOCUS
4th Street has developed as the main street and is off of the FM 156 corridor, which is highly vehicular and not conducive to downtown development. Transitioning the businesses and services into the existing residential neighborhood should also be focused on to ensure appropriate action on the edges of the commercial area.

THE IMAGINE JUSTIN COMPREHENSIVE PLAN LAID THE FRAMEWORK FOR THE CONTINUED PLANNING OF THE OLD TOWN.

COMP PLAN EXCERPT

2

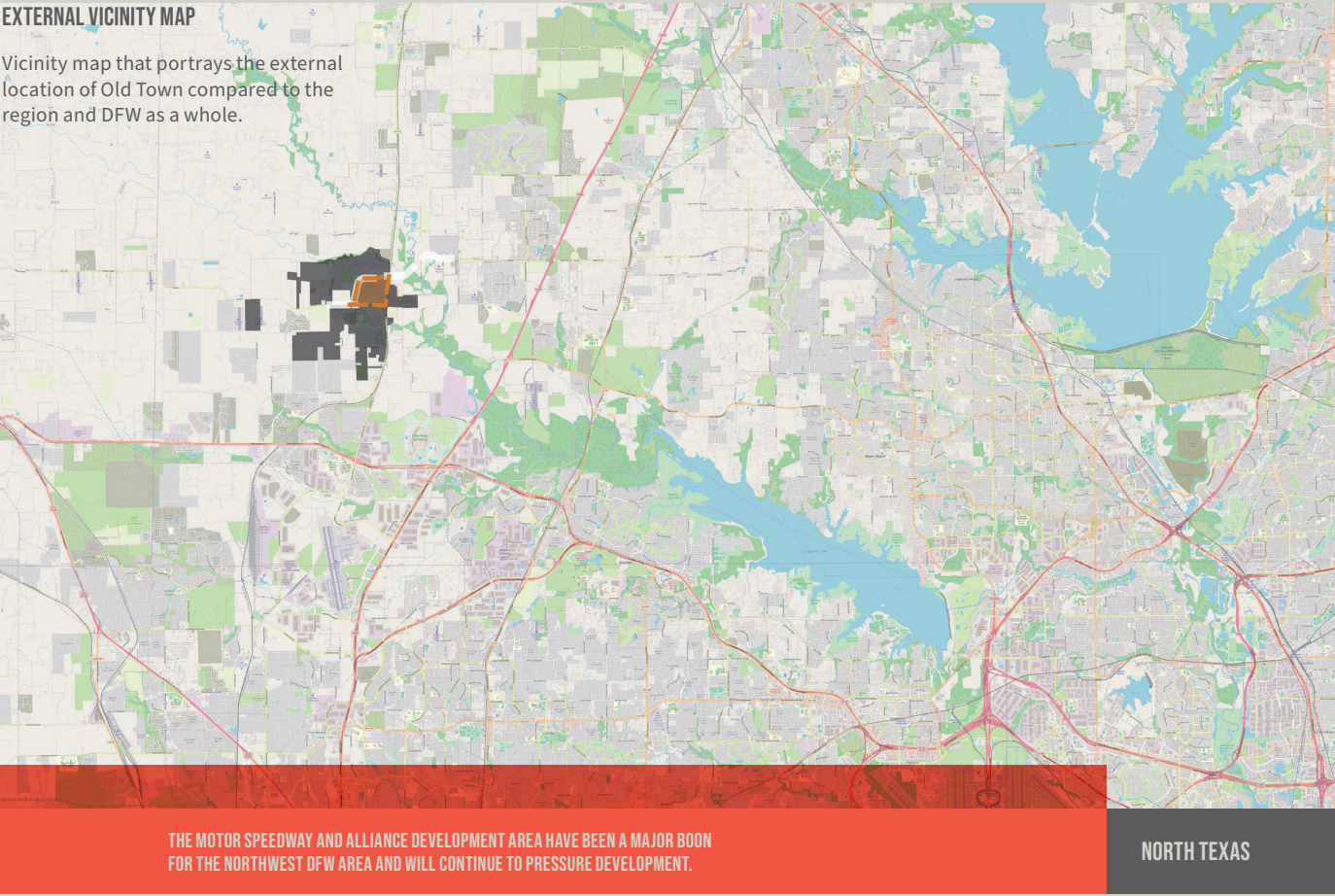
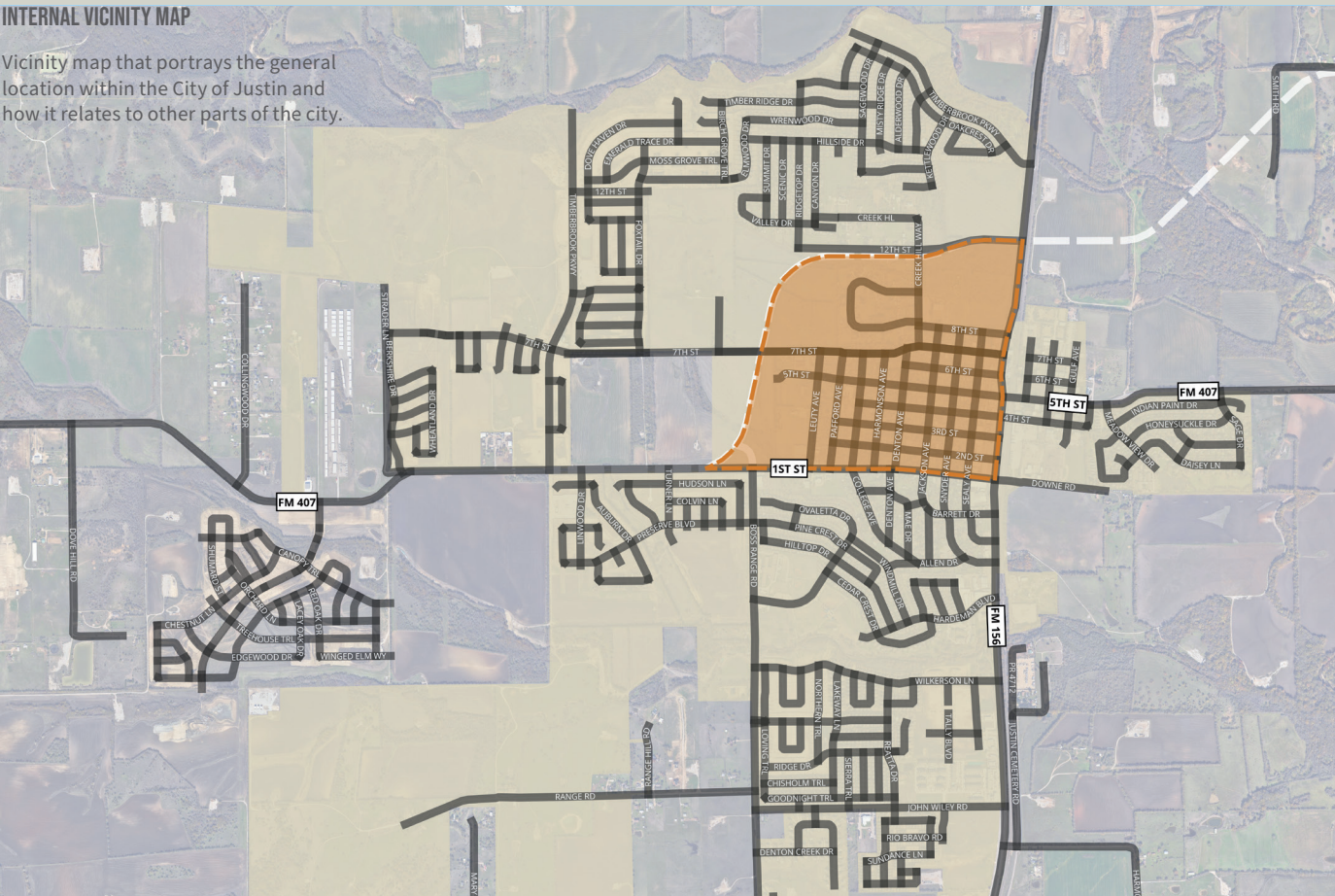
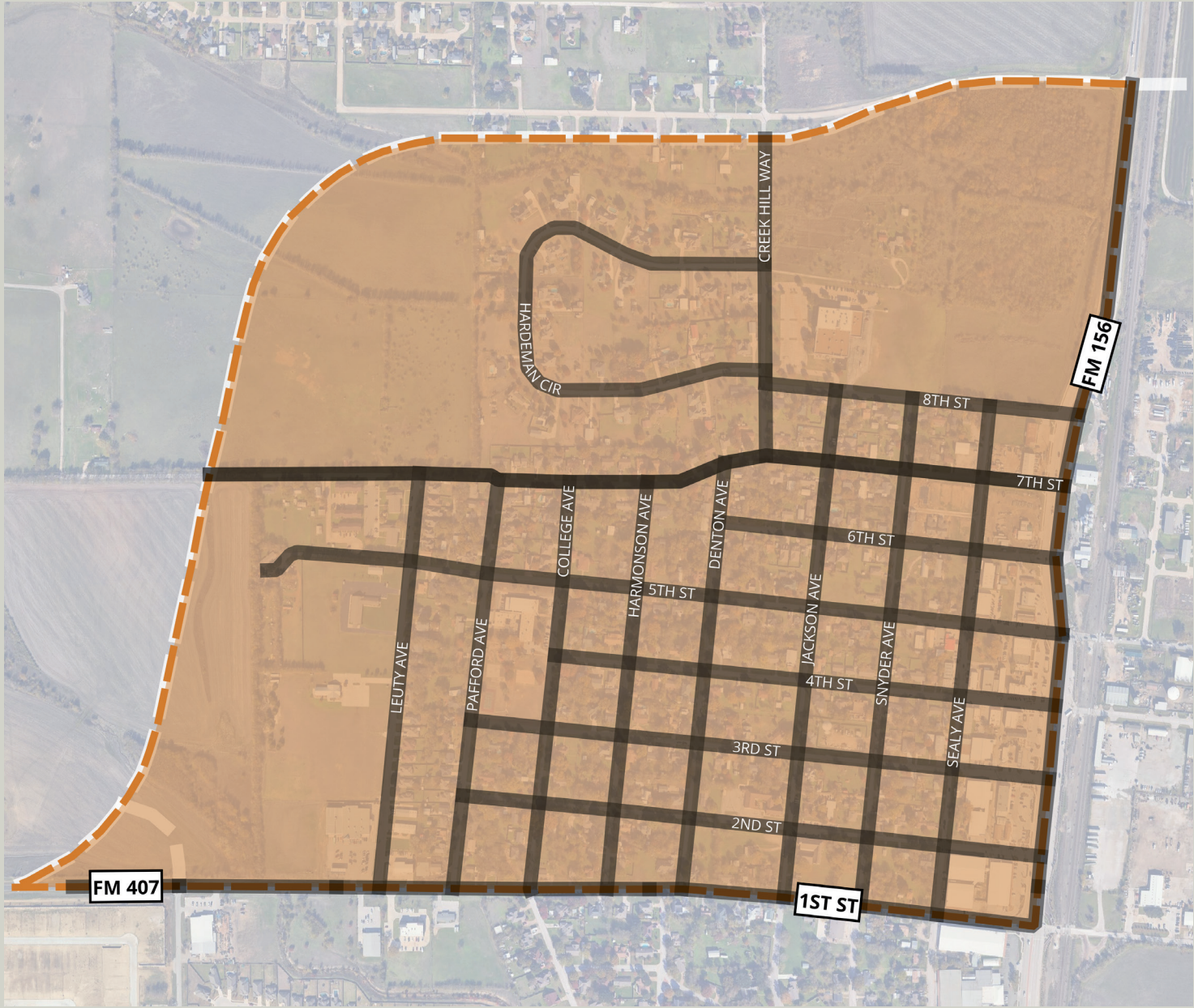
EXISTING
CONDITIONS

WHEN ESTABLISHING THESE BOUNDARIES, THE STEERING COMMITTEE CONSIDERED THE ORIGINAL TOWN PLAT AS WELL AS NATURAL AND MAN MADE BARRIERS, AND POTENTIAL GREENFIELD DEVELOPMENT THAT WOULD BENEFIT FROM BEING COMPATIBLE WITH THE OLD TOWN.

STUDY AREA

ESTABLISHED BOUNDARIES

The general boundaries of the study area are encompassed by FM 156 on the east, the FM 407 realignment on the north and west, and 1st street on the south.



THE MOTOR SPEEDWAY AND ALLIANCE DEVELOPMENT AREA HAVE BEEN A MAJOR BOON FOR THE NORTHWEST DFW AREA AND WILL CONTINUE TO PRESSURE DEVELOPMENT.

NORTH TEXAS

DEMOGRAPHICS

A GROWING COMMUNITY IN NORTH TEXAS

Justin’s housing market features a blend of affordable and luxury options, vigorous growth, and a variety of styles that appeal to families and those seeking a suburban-rural lifestyle near Fort Worth.

There is significant new construction, with predicted population growth already increasing interest and housing demand. Key facts include the variety of price points, the prevalence of owner-occupied homes, and the high ranking of the local Northwest ISD schools.

- Rapid Growth: The population is predicted to more than double in the next decade, increasing housing demand.
- Owner-Occupied: The majority of residents own their homes, giving the area a distinct feel from rental-heavy suburbs.
- Family-friendly: Justin is considered family-friendly, with many neighborhoods designed with families in mind and a strong sense of community.



6,127
CURRENT POPULATION

ESTIMATED POPULATION FOR THE CITY OF JUSTIN

City of Justin is estimated to reach 12,428 by the year 2032. This estimate continues to increase each year and shows the opportunity for a diverse and unique city center.

HOUSING CONTINUES TO GROW AT AN EXPONENTIAL RATE WITH NEW SUBDIVISIONS AND CONTINUED PRESSURE FROM DFW.

OLD TOWN PROVIDES A UNIQUE MARKET HOUSING



INTERESTING FACTS REGARDING OLD TOWN JUSTIN

 **French Utopian Community**
Around 1848, French socialist Étienne Cabet led about 70 followers to establish an “Icarian” community in the area, which ultimately failed a year later.

 **Railroad Naming**
The community petitioned for a post office in 1887 and named it “Justin” in honor of Justin Sherman, the chief engineer for the Santa Fe Railroad line that was being built through the area.

 **Agricultural Hub**
The railroad’s arrival solidified Justin’s importance as a shipping point for agricultural products, with prosperous wheat and dairy farms in the region.

 **Historic Buildings**
Justin still contains historic buildings, such as the structure dating to 1898 that is now The Country Abbey, a special event venue.

 **“Boot Capital” Nickname**
While not officially tied to the boot company’s name origin, the town has a strong “western appeal” and is sometimes referred to as the “boot capital of the western world” due to local businesses like Justin Discount Boots & Cowboy Outfitters.

 **City Core Retail Area**
Old Town Justin is the historic core of the City even though the city limits has continued to grow west.

DEVELOPMENT PATTERNS



SUBDIVISION OF LAND

OLD TOWN JUSTIN WAS PREDOMINATELY SUBDIVIDED INTO 300 FT. BLOCKS WITH ALLEYS THAT CREATED A STANDARD GRID SYSTEM. LOT LINES VARIED DEPENDING ON INTERNAL OR CORNER LOTS AND HAD 4-5 HOUSES PER STREET SIDE.



BUILDING VARIETY



RESIDENTIAL TO COMMERCIAL BREAKDOWN

Old Town is predominately residential even though it has the highest concentration of commercial within city limits.

HISTORIC NEIGHBORHOODS

The Old Town Neighborhood is made of a variety of eclectic architecture forms that are the oldest housing in the city.

AVERAGE HOME SIZE

The average housing size in Old Town is smaller than other parts of the city due to the age of the housing stock.

AVERAGE HOME AGE

The Old Town has the oldest housing stock in the City of Justin and ranges from late 1800's to some recent new builds.

ORIGINAL TOWN PLAT WAS RECORDED IN 1887

The original plat was designed in a grid like form that maximized walkability and ease of use in street naming and locating addresses.

AVERAGE LOT SIZE

While the current configuration of Old Town varies wildly, the average lot size according to the historic plat remains at 7,800 square feet.

TYPICAL STREETS

RURAL RESIDENTIAL

This street configuration ranges from 50-60 feet and does not include sidewalks or curb and gutter.

MAIN STREET COMMERCIAL

This street configuration ranges from 50-60 feet and includes sidewalks, curbs and gutters, and buildings to the property line.

HIGHWAY FRONTAGE

Street configuration ranges from 80-120 feet and includes sidewalks, buffer areas and multiple lanes as part of TXDOT right-of-way.



FAUX FACADE ADDED TO THIS 4TH STREET BUILDING WAS AN ATTEMPT TO MOVE TOWARDS A MORE WESTERN ARCHITECTURE.

4TH STREET

ARCHITECTURAL IDENTITY

RESIDENTIAL

COMMERCIAL



COTTAGE

Steep, pitched roofs with multiple gables, charming small windows, mixed natural materials, prominent chimneys, and front porches.



CRAFTSMAN

Low-pitched roof with wide, overhanging eaves, visible rafters, a large porch with tapered columns, and built-in features.



VICTORIAN

Heavy ornamentation, asymmetrical designs, towers or turrets, and vibrant colors.



TUDOR

Steeply pitched roofs, decorative half-timbering on stucco, or stone exteriors, prominent gables, tall, narrow windows, and ornate, elaborately decorated chimneys.



FARMHOUSE

A simple, practical design with elements like pitched gable roofs, an asymmetrical facade, and large, covered porches.



MISSION

Curvilinear parapets, overhanging eaves with exposed rafter tails, and deep, simple shapes, reflecting a blend of simplicity and grandeur.

THE LOOK AND FEEL OF OLD TOWN IS DEFINED THROUGH THE DIFFERENT ARCHITECTURAL STYLES AND TIME PERIODS THAT THEY REPRESENT.

THIS IS A LOOK AT THE MOST PROMINENT RESIDENTIAL TYPES IN OLD TOWN.



ART DECO

Bold geometric shapes, strong vertical lines, and a sense of lavish, modern luxury. Key features include the use of rich and modern materials like stucco, chrome, and glass, ornamental motifs such as chevrons, sunbursts, and zigzags, and streamlined, symmetrical designs often with setbacks and flat roofs.



WESTERN

False front style for commercial buildings (a decorative facade hiding a simple structure), the use of natural materials like timber and stone in styles like the Craftsman style, and the integration of landscape in styles like the Prairie School architecture.

SMALL COMMERCIAL (TYPICAL MAIN STREET)

Common designs for small businesses are one or two-story buildings, sometimes with living quarters above the storefront. Often a rectangular, three-bay-wide, 3 ½ story building with a gable roof.



REGARDLESS OF THE DIFFERENT ARCHITECTURAL STYLES AND TIME PERIODS, THERE ARE CONSISTENT ELEMENTS ALONG 4TH STREET SUCH AS BUILDING PLACEMENT AND AWNINGS.

4TH STREET

3

ENGAGEMENT

Gathering Local Knowledge was a central part of the entire engagement process.

Outreach involves providing information to the public about an issue, opportunity, or decision. It is essential for raising awareness and inviting initial participation, especially for those who might not actively seek out planning information through traditional channels.

Residents offer unique, personal knowledge and experiences that can lead to more practical and tailored solutions.

STEERING COMMITTEE

A project specific committee to act as the primary sounding board for the Old Town Master Plan as well as the Old Town Zoning Code. Committee was made up of a diverse array of residents in the community and business owners.

COMMISSION AND COUNCIL

The City Council and Planning and Zoning Commission are the decision making body and the recommending body of development and planning adopted documents that affect the zoning ordinance.

STAKEHOLDERS

Individual residents and business owners were interviewed through the process to evaluate areas of improvement or areas that should be preserved due to great performance.

PROCESS OVERVIEW

The overall engagement and outreach was multi-faceted throughout the process and included group and individual settings, interactive and digital methods, and validation of previous community feedback.

OPEN HOUSES

Three separate open houses were held to showcase project process and provide the general public a forum to provide feedback and ask questions to the city or consultant team.

ONLINE PROJECT SITE

Throughout the process, a project site was created to allow residents to stay informed based on their schedule. Project specifics such as time line, drafts, and interactive maps are available for display.

PREVIOUS ENGAGEMENT

Leading up to this Old Town Plan there had been previous engagement such as the Comprehensive Plan, Unified Development Code, and other development projects that provided additional data points that were used for the Old Town Plan.

ROBUST ENGAGEMENT PROCESS

Engagement goes beyond mere information dissemination. It is an ongoing, collaborative process that builds relationships and seeks to incorporate community input into the actual decision-making and implementation of the plan.



STEERING COMMITTEE

OLD TOWN MASTER PLAN

James Castle	James Castle is a City of Justin Council member and Old Town property owner.
Mike Russ	Mike Russ is a Justin resident and a member of the CDC and EDC groups.
Coltin Sherrill	Coltin Sherrill is a Justin resident and Old Town business owner.
Jeremy Hill	Jeremy Hill is an Old Town Resident and a historic preservation enthusiast.
Greg Davis	Gary Davis is a Justin resident and member of the Planning and Zoning Commission.
Carla Hardeman	Carla Hardeman is an Old Town resident and along with her family a century-long landowner in Justin.
Jason Palmer	Jason Palmer is a Justin resident and member of the Parks Board.

DIFFERENT PERSPECTIVES

THE STEERING COMMITTEE WAS APPOINTED BASED ON DIFFERENT BACKGROUNDS TO ACCOUNT FOR THE MANY WAYS PEOPLE INTERACT WITH THE OLD TOWN AREA.

OLD TOWN JUSTIN MASTER PLAN

ELECTED AND APPOINTED FEEDBACK



PUBLIC MEETINGS

WORK SESSIONS

PUBLIC HEARINGS

4

TOTAL MEETINGS
HELD WITH THE
FULL CITY COUNCIL
THROUGHOUT THE
PROCESS.

CITY COUNCIL

The Justin City Council is the final authority of the Old Town Master Plan and is the municipal approval body for most decisions in the City of Justin. Convening the City Council requires mandatory public notice and all applicable open meetings laws to be complied with.

FINAL APPROVAL

ELECTED GROUP

INCLUDES JOINT PUBLIC WORK SESSIONS WITH
PLANNING AND ZONING COMMISSION

3

TOTAL MEETINGS
HELD WITH THE
PLANNING AND
ZONING COMMISSION
THROUGHOUT THE
PROCESS.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission (PZC) is an appointed municipal group that is charged with advising and recommending on planning and development policy to the City Council for their approval.

The PZC base their decisions on zoning on land use and other adopted documents.

RECOMMENDING BODY

APPOINTED GROUP

INCLUDES JOINT PUBLIC WORK SESSIONS WITH
CITY COUNCIL.

OLD TOWN MASTER PLAN

STAKEHOLDERS



INDIVIDUAL INTERVIEW BREAKDOWN

7	Residents	Priority topics included rural feel of the residential neighborhood, more options for shopping and dining, and historic preservation.
4	Business Owners	Priority topics included building flexibility, strategic parking initiatives, and more walkability.
3	Appointed or Elected Officials	Priority topics included a sense of identity, higher variety of dining and entertainment, and overall more vibrant downtown.
2	Developers and Builders	Priority topics include more administrative procedures with more specific regulations, more walkability, and more predictability.
3	Old Town Residents	Priority topics include preservation of existing residential homes, more entertainment in Old Town but not mixing into residential.

BENEFITS OF INDIVIDUAL INTERVIEWS DURING A PLANNING PROCESS.

Individual interviews offer the benefits of in-depth, honest responses, direct interaction with participants, and the ability to explore complex topics in a small area planning project.

They allow for a deeper understanding of residents' experiences, beliefs, and concerns by using open-ended questions and nonverbal cues to gain richer qualitative data, which may not be possible through surveys or focus groups alone.

HIGHER QUALITY DATA

The individual stakeholder interviews consisted of educating on the purpose of the interview, clarifying questions, and probing responses to get more thoughtful and honest answers.



Face-to-face interviews build rapport quickly, creating a comfortable environment for the participant to share their honest opinions.

ONLINE
PROJECT SITE

THE ONLINE PROJECT SITE
ALLOWS FOR 7 DIFFERENT
WAYS TO INTERACT WITH
THE OLD TOWN AND FM 156
CORRIDOR PROJECTS

7

INTERACTIVE TOOLS
TO BETTER ASSESS
COMMUNITY FEEDBACK
IN MULTIPLE FORMATS

SCREENSHOTS OF LIVE PORTIONS OF THE PROJECT SITE

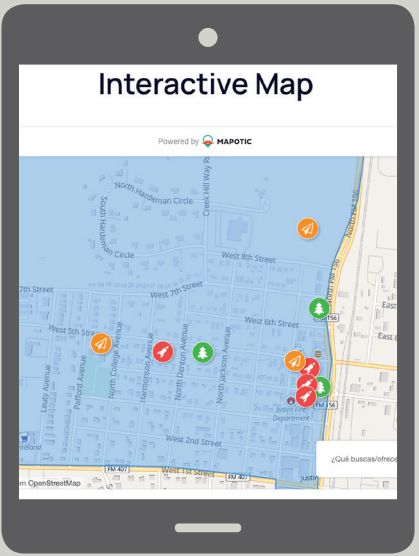


A 24/7 ONLINE HUB FOR ALL PROJECT RESOURCES
AND OPPORTUNITIES TO BE INVOLVED.

Online platforms remove traditional barriers to participation like fixed meeting times, transportation issues, or physical disabilities, allowing residents to contribute at their convenience from anywhere. This inclusivity helps gather input from a more diverse cross-section of the community, including younger individuals, people who work during traditional meeting hours, and those with family obligations.

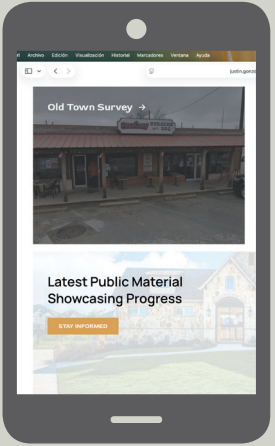
- 1 The option to sign up for an online mailing list was available on the project site to stay informed throughout the process.
- 2 Educational and informational items were posted through the website which laid out the basics of the planning project.
- 3 All open house materials and boards were posted on the website for viewing after the live event.
- 4 Contact information for the planning project staff members was listed on the website for additional communication.

By leveraging a hybrid approach that combines online methods with traditional in-person interactions, small area planning projects can ensure broad and meaningful participation, leading to stronger community ties and more resilient, equitable, and vibrant neighborhoods.



LIVE INTERACTIVE MAP

The interactive map was live throughout the yearlong process and included comments regarding historic buildings, walkability, and potential open spaces. All comments from open houses were also added to the map.



COMMUNITY SURVEYS

The community surveys were designed to allow online participants that same opportunity as participants from the open house and selected public boards that indicated types of developments.

- 5 The Interactive Map was provided with a helpful video on how it works. This map allows for participants to post ideas to specific geographic areas.
- 6 Old Town Community Survey was an interactive survey based on the Old Town area and the types of development that could be appropriate. The survey is intended to provide a similar experience to the open house.
- 7 FM 156 Corridor Survey was an interactive survey based on the FM 156 corridor and the types of developments that could be appropriate. The survey is intended to provide a similar experience to the public open house.

INCREASED ACCESSIBILITY AND REACH

JUSTIN OLD TOWN PLAN
USED A HYBRID APPROACH
INCLUDING LIVE AND
DIGITAL FORMATS.

COMMUNITY OWNERSHIP AND SUPPORT

COMMUNITY
FEEDBACK

PUBLIC OPEN HOUSES
ARE CRUCIAL BECAUSE
THEY FACILITATE DIRECT
COMMUNITY ENGAGEMENT,
ALLOWING PLANNERS
TO GATHER VALUABLE
FEEDBACK, BUILD TRUST,
AND INFORM RESIDENTS
ABOUT COMPLEX PLANS IN
AN ACCESSIBLE FORMAT.

THREE (3) OPEN
HOUSES WERE HELD
THROUGHOUT THE
PROCESS FOR CITIZEN
INPUT



COMMUNITY MEETINGS WERE
HELD IN DIFFERENT VENUES

Attendance varied through the process
and public meetings were held in several
different locations in town to facilitate
attendance.

PUBLIC MEETINGS
ALLOWED FOR DIVERSE
DISCUSSIONS.

INTRODUCTORY OPEN HOUSE (JULY)

Event based on understanding the
basics of the process, time line, and
verbiage. In addition, why residents
and business owners should care
about this initiative.

DESIGN ELEMENTS OPEN HOUSE (AUG)

Event based on understanding design
elements and functional attributes in
Old Town as well as in a future code.

MASTER PLAN ELEMENTS OPEN HOUSE (OCT)

Event based on understanding the
highlights and concepts of the master
plan and how it is applied.

PLAN AND CODE PUBLIC HEARING (JAN-FEB)

Event based on state regulations when
amending policy documents that will
impact land use and future decisions
on development.



PUBLIC OPEN HOUSE FOCUSED ON DEVELOPMENT TYPES AND INCLUDED
SEVERAL COMMITTEE MEMBERS, STAFF, AND RESIDENTS.

AUGUST 2025

- PURPOSE-DRIVEN
- ALIGNED WITH CORE VALUES
- AMBITIOUS AND ACHIEVABLE

4 GUIDING PRINCIPLES

A STRONG VISION PLAN STARTS WITH “THE WHY”

THE FUNDAMENTAL REASON FOR THE OLD TOWN’S EXISTENCE. THIS PURPOSE SHOULD MOTIVATE BOTH RESIDENTS AND BUSINESS OWNERS.

Guiding principles for a vision plan are high-level, values-based statements that provide a framework for decision-making and ensure consistency toward a shared future goal.

They should be clear, aspirational, and aligned with the Old Town’s core values and mission. Key principles include being future-focused, inspiring, feasible, and defining the expected behaviors of the team as it pursues the vision



- 1 Strategic**
The principles should act as an evaluation framework for decisions, helping to filter opportunities and prioritize actions that will advance the vision.
- 2 Inspiring**
The principles should motivate and engage people, creating a sense of shared purpose and commitment to the cause.
- 3 Simple**
The language should be concise, easy to understand, and free of jargon to ensure it can be easily communicated and remembered by everyone.

OLD TOWN JUSTIN IS MORE THAN JUST 4TH STREET

OLD TOWN VALUES

OLD TOWN GUIDING PRINCIPLES ARE MEANT TO KEEP MOMENTUM OVER TIME.

BY PROVIDING AN ADOPTED VISION POLICY, RESIDENTS AND BUSINESS OWNERS ARE ABLE TO ALIGN THEIR PLANS WITH THE COMMUNITY VISION THAT HAS BEEN VETTED AND AGREED UPON BY ELECTED LEADERS.



SUCCESSFUL RAIL TOWN

Live, Work, and Dine

Preserve historic character while adding complementary development and a walkable shopping, dining, and entertainment district.



NEIGHBORHOODS

Livability and Community

Maintain traditional neighborhoods and a rural feel through clear transitions between commercial and residential areas.



COMMUNITY VISION

Shared Success over Time

Establish an Old Town Vision to guide development, redevelopment, and rehabilitation toward connected and flexible outcomes.

COMPILED BASED ON COMMUNITY DISCUSSIONS.

OLD TOWN JUSTIN IDENTITY IS A UNIQUE ASPECT THAT FEELS DIFFERENT.

OLD TOWN UNIQUENESS IS BASED ON A SHARED HISTORY

Due to the different periods in which the Old Town developed as a rail town - the neighborhood has preserved its grid street system, unique one-off architecture and general rural feel.

APPLICABILITY

There are many practical applications regarding the guiding principles. Listed below are the most prominent examples of practical applications.



FISCAL BUDGETING



ZONING CHANGES



NEW DEVELOPMENTS



ECONOMIC DEVELOPMENT



NEW PROGRAMS



MARKETING

NEW DEVELOPMENTS

GUIDING PRINCIPLES PROVIDE A BASELINE FOR DECISIONS ON NEW DEVELOPMENTS.

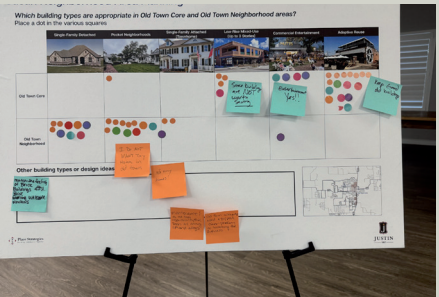
In certain situations with economic incentives or zoning changes - the guiding principles can provide a lens to assess whether the development is moving those forward or backward.

OLD TOWN STEERING COMMITTEE

PROCESS



THE GUIDING PRINCIPLES WERE COMPILED THROUGH PUBLIC OPEN HOUSE DISCUSSIONS AND IN DEPTH CONVERSATIONS ON OLD TOWN'S VALUES WITH THE STEERING COMMITTEE.



SPECIFIC TOPICS THAT LEAD TO THE GUIDING PRINCIPLES.



Residential Protections

Having a clear delineation between residential and commercial areas was an issue regarding late hours and loud music.



Flexibility with Older Structures

Older structures within the area have been an issue in the past and providing flexibility will encourage adaptive reuse.



Vibrant Entertainment Area

Providing residents with a dining and entertainment district in Justin is vital for retaining sales tax.



Walkability in Destination Area

Providing a walkable destination that would provide a "park-once and explore" Old Town is an important factor.



Transitions with FM 156 and FM 407

The transition between high traffic on state roadways and the Old Town feel should be stepped down.



Rural Character in Residential

Preserving the rural character and feel of the residential neighborhood was highly regarded with no addition of sidewalks.

5 ILLUSTRATIVE PLAN

SETTING A VISION

This illustrative plan sets a tone and guidelines for development within Old Town. There are many ways to achieve this through many different development ideas.

These visioning concepts help graphically illustrate creative ways to achieve a range of goals and expectations for Old Town.



5.1 LAND PLAN

OLD TOWN CORE OPPORTUNITIES

WALKABLE SPACES AND MIXED-USE DEVELOPMENT SUPPORT THE CHARACTER OF THE OLD TOWN CORE.

PAYING ATTENTION TO INFILL OPPORTUNITIES AND COMMUNITY BENEFITS ARE PRIORITY.



Creating a shared street on 4th St can provide flexibility for amenities.



Walkable streets support mixed uses



Pocket park or small gathering space

PROMOTING GROWTH WITHIN THE CORE AND LIMITING IMPACT TO THE OLD TOWN NEIGHBORHOOD

The traditional neighborhood in Old Town is protective of its rural character, but the residents understand the business needs of collective impact within the Old Town commercial core. This illustrative plan explores infill development or using vacant or underutilized space for additional building footprints to explore where new construction could fit within the current development pattern.

Providing key elements of placemaking, such as sidewalks, street trees, gathering spaces, shared parking areas, etc., within a specified area east of Snyder Avenue identifies a strict boundary to help preserve a rural character west of Snyder. This includes a reinvention of Sealy Avenue to promote walkability North-South, introducing shared parking areas, and terminating the roadway on a new location for entertainment and hospitality north of 8th Street.

Lining shared parking with mixed-use buildings, such as incubator retail with shared office space

or lofts above, would provide a meaningful edge to the street.

Providing a shared street, or street plaza, on 4th Street between Sealy Avenue and FM 156 will provide a central gathering spot for community events while still allowing parking during regular work hours. Having a shared street program promotes flexibility and provides continued support for community events.

Utilizing alleys to access additional parking and providing pedestrian access between blocks creates a fun opportunity to feature murals, string lighting, and safety for casual visitors to the area.

As development is introduced west of Sealy Avenue, a focus on small-lot housing, non-retail uses, and continued promotion of alleys for rear parking will be key to supporting walkability. This is a good area for townhouses, pocket neighborhoods, and some live-work type housing units.

- A** **Promote Mixed-Use Streets**
Reinvent Sealy Avenue as a walkable street to connect Old Town and offer a strong transition between traditional neighborhood and Old Town commercial.
- B** **Sense of Place**
Create public gathering spaces in key locations to support events, attractions and local businesses.
- C** **Opportunities to Expand**
Consider and recruit developers for an entertainment and hospitality hub at the North end of Old Town.
- D** **Shared Parking for Local Businesses**
Introduce shared parking options in largely vacant lots to support growth of entertainment and food/beverage establishments.
- E** **Amenitize the Floodplain**
Provide public amenities by requiring flood plain edges to be used for stormwater storage and trail connections through development.



5.1
LAND PLAN

FIRST STREET
OPPORTUNITIES

AS FIRST STREET TRANSITIONS FROM A TXDOT THOROUGHFARE TO A LOCAL STREET, THE CONTEXT OF THE DEVELOPMENT CAN ADAPT TO A WALKABLE STREET.



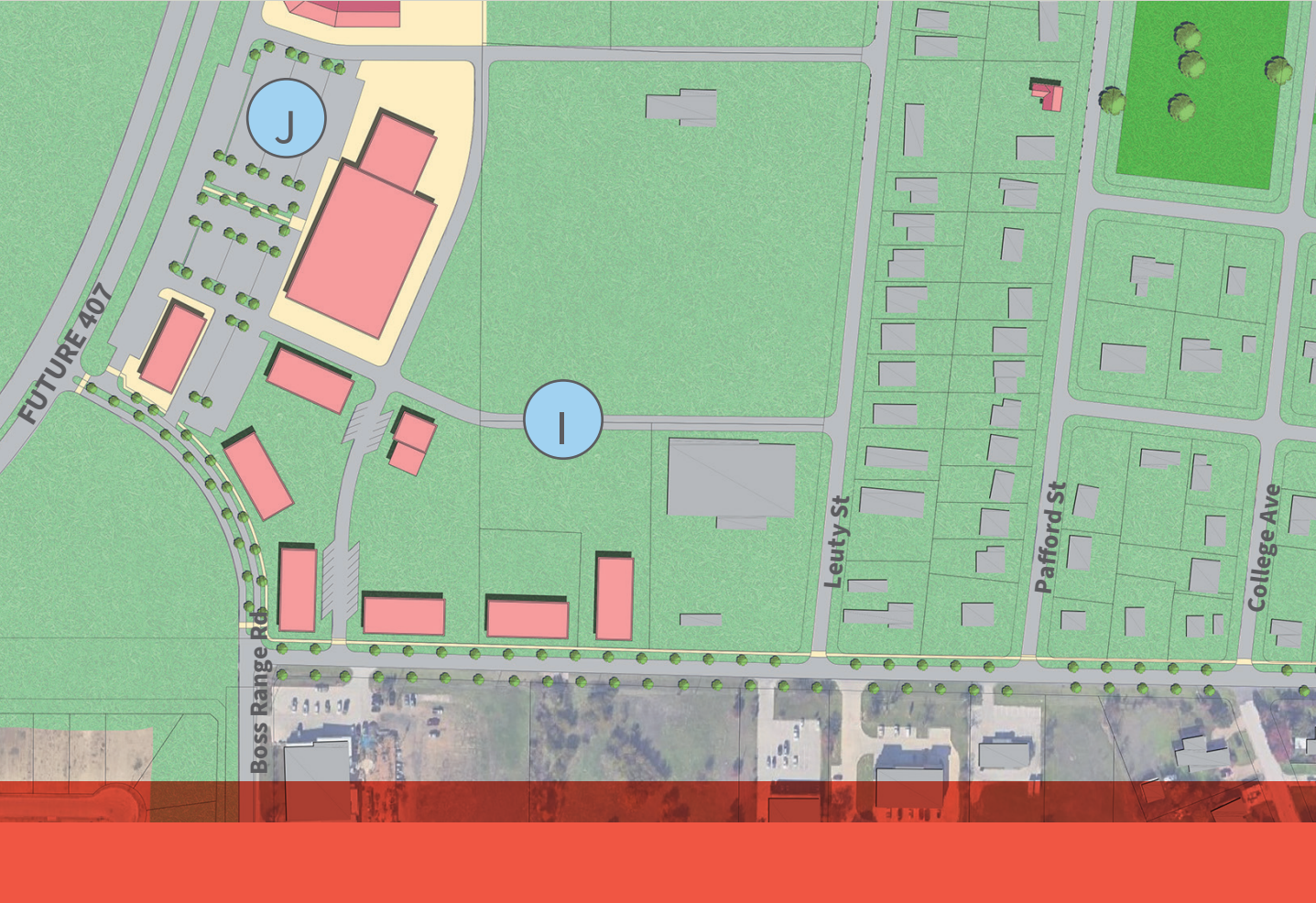
Shared street on 4th Street can provide flexibility



Pedestrian paths connect neighborhoods to parks and schools



Pocket neighborhood development



RESIDENCES AND SMALL BUSINESSES ARE SUPPORTED
BY INVESTMENTS IN INFRASTRUCTURE

To support the residents of Old Town: promote easy access to parks, the Old Town commercial core, and nearby schools.

As First Street (FM 407) is moved to future FM 407, there is an opportunity to redesign this roadway to support sidewalks and multi-use trails connecting Old Town to neighborhoods to the south, schools, and parks. This will further support walkability and reduce some

vehicle traffic in Old Town. Additional on-street parking near commercial areas along this street will also provide better access and expand the developable area for businesses.

As new residential is introduced, incorporating pocket neighborhoods can transition the edges of new small residential housing types, promote attainable housing prices, and create small common areas designed to enhance

the rural character in the area.

Introducing walkable trail connections between City Hall Park, City Hall, and the Old Town commercial core will provide accessible paths without sacrificing the rural character of the roadways. These paths would be ideal in the alleys between 3rd and 5th Streets from College Avenue to Sealy Avenue.

F

Home Development on Vacant Lots
Allow for infill housing and pocket neighborhoods where common open space is provided to fill in vacant or underutilized residential lots.

H

Trail Connections for Old Town
Provide trail connections between Old Town and City Hall Park, then look at expanding beyond Old Town. Consider unused alleys as safe passageways for pedestrians.

J

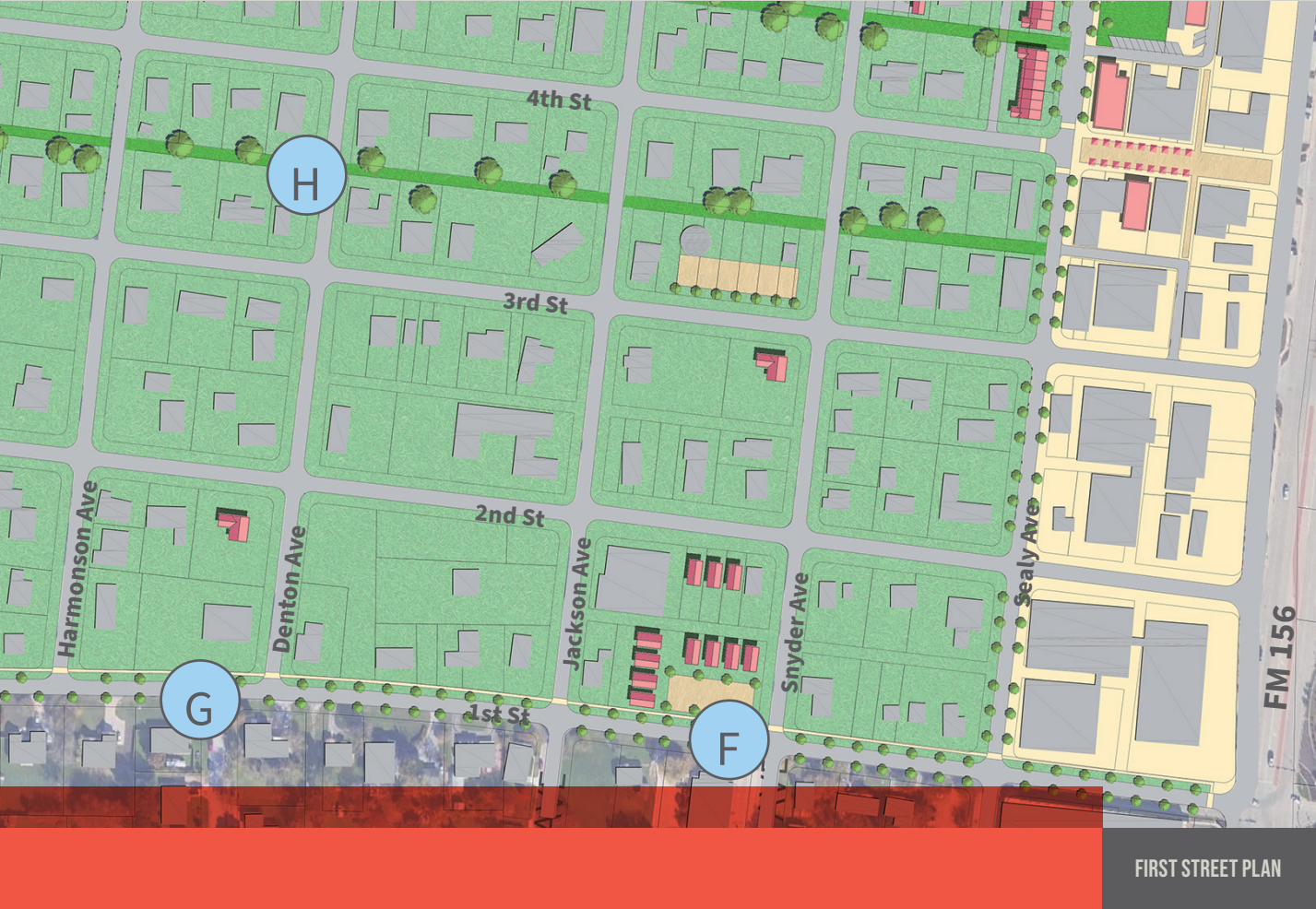
Regional Commercial Development
When the future FM 407 is built, opportunities for new development will be supported by the new access. As development is planned, focusing on extending the traditional grid and utilizing slip lanes to build smaller block sizes.

G

Future of First Street
Reinvent First Street to be a local mixed-use street that allows for a variety of heritage uses that will support Old Town residents and visitors.

I

Maximize Connectivity
Create connections with streets and trails that promote local traffic patterns, instead of relying on TxDOT highways for access to development.



5.2 MOBILITY

EXTENDING THE OLD TOWN GRID

CONTINUE TO CONNECT NEW STREETS, LIMIT CUL-DE-SACS, SUPPORT WALKABLE CONNECTIONS BETWEEN PARKS, SCHOOLS, NEIGHBORHOODS AND ATTRACTIONS

MOBILITY SUPPORTING LOCAL MOVEMENT OF PEOPLE

This mobility plan introduces key connectivity updates for the Old Town area. Supporting connectivity for Old Town residents and improving pedestrian conditions for the Old Town commercial core are key elements.

- Local Connector with multi-use trails
- Local Mixed-Use Roadway
- Commercial Slip Lane
- Accessible Pedestrian Trail



NEW STREET AND TRAIL TYPES WITHIN THE OLD TOWN AREA

MOBILITY PLAN

5.2 MOBILITY

FIRST STREET CHARACTER DEVELOPMENT

TO STITCH THE NEIGHBORHOODS AROUND OLD TOWN INTO A COHESIVE WALKABLE PATTERN, FIRST STREET ACTS AS A PRIMARY SOLUTION TO MOVING PEOPLE BY WALKING, BIKING, AND VEHICLES.



Existing First Street View

CONNECTING NEIGHBORHOOD AROUND OLD TOWN TO ENHANCE ACTUAL AND PERCEIVED CONNECTIONS

The principles of economics, when applied to community building and placemaking, involve both qualitative and quantitative analyses. The ultimate goal is to create value, whether actual or perceived, and a community does so by improving its infrastructure within and around its Old Town.

Improvements to FM 156 were a big leap for Justin. As FM 407 is constructed, it will create an opportunity to slow traffic, build community assets, and better connect adjacent neighborhoods to Old Town.

Value to residential neighborhoods is perceived and realized through inherent connections and proximity to valued places. As people desire to be closer to the heart of Justin, being Old Town, there will be an ever-growing value increase as neighborhoods are physically connected by means other than vehicles.

In addition, Old Town's businesses and systems cannot rely solely on vehicle traffic and parking spaces to drive success. Neighborhoods should be connected to Old Town with key

placemaking elements, such as:

- Sidewalks
- Pedestrian lighting
- Crosswalks
- Street trees
- Wayfinding signage and decorations
- Benches and trash bins; and
- On-street parking

Introducing these elements establishes a visual and physical connection that symbolizes what the residents already feel as a direct relationship to the history and culture of Justin.

The land uses can stay predominantly residential, the sidewalks and trails can serve as access to schools and parks, so things don't need to change on the private side to be successful. Old Town is for residents, businesses, and visitors alike, mixing uses and using design criteria to instill transitions that will support all of Old Town. Still, the most critical element is how our infrastructure supports a variety of needs for those who want to be near Old Town.

1 Existing First Street
Currently serves as a TxDOT highway (FM 407) and is vehicle serving only. There are no sidewalks, crosswalks, or trails.

2 Adding Sidewalks
Simply adding sidewalks changes the dynamics of First Street for two major demographics, seniors with disabilities, and children walking to school. Adding sidewalks supports their needs directly to have better mobility in the neighborhood.

3 Adding Street Trees and Parking
As businesses develop along First Street, using street trees for shade elements, and on-street parking, will support additional value through built improvements, allowing property owners to maximize their land uses instead of using a majority for parking.

4 Placemaking Final Touches
Once there is established need, incorporating street furniture and expanding the brand of Old Town and Justin into the pedestrian realm adds a sense of belonging for the community using First Street.



First Street with sidewalks added



First Street with street trees and on-street parking added



First Street with placemaking elements from public and private improvements

ALIGNING THE STEPS TO MAKING FIRST STREET INTO A PEDESTRIAN-ORIENTED STREET

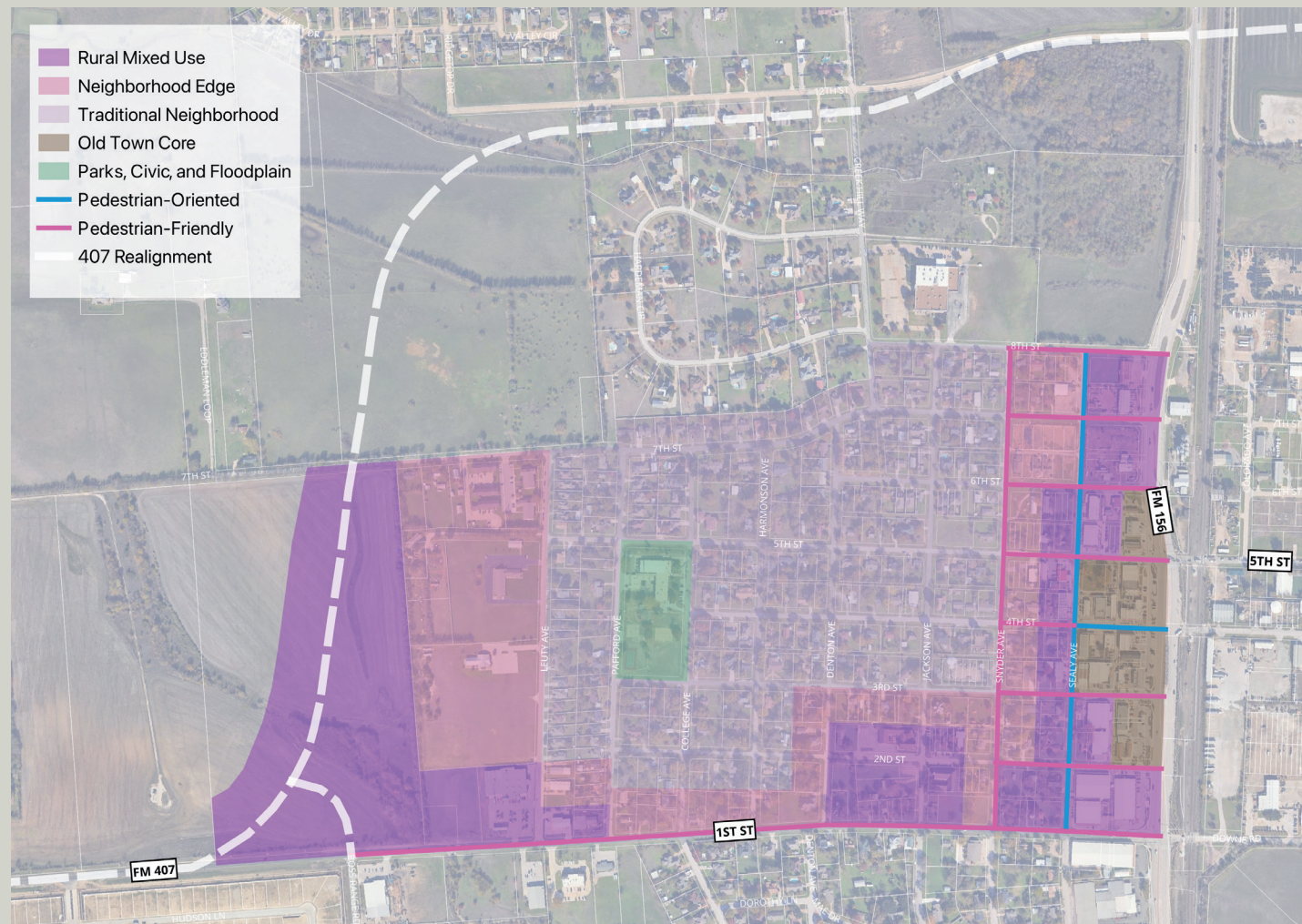
FIRST STREET VISION

5.3 AREA CHARACTER

OLD TOWN DISTRICTS

EXPLORES CAREFUL CONSIDERATION OF
RECOMMENDED DEVELOPMENT TYPES AND
THEIR IMPACT ON EXISTING RESIDENTIAL
AND BUSINESSES.

THE FOLLOWING MAP AND CORRESPONDING
DISTRICT DESCRIPTIONS SUMMARIZE THE
PURPOSE OF EACH DISTRICT AND HOW THEY
WILL SUPPORT THE OLD TOWN CHARACTER.



Recommended districts within Old Town to support neighborhood character and business growth



OLD TOWN CORE

The purpose and intent of Old Town Core (OT) is to encourage a vibrant and walkable dining, retail, and entertainment district. The district is primarily commercial but does allow for residential uses on second levels.



RURAL MIXED-USE

The purpose and intent of Rural Mixed Use (RMU) is to transition the intensity of the Old Town Core into a more residential mix of uses. The district is primarily commercial but starts to mix in more residential as a step down in intensity from the Old Town Core.



NEIGHBORHOOD EDGE

The purpose and intent of Neighborhood Edge (NE) is to transition the walkable Old Town Core shops and retail into the traditional neighborhood by creating a buffer of residential friendly mixed use.



TRADITIONAL NEIGHBORHOOD

The purpose and intent of Traditional Neighborhood (TN) is to preserve the existing neighborhood fabric of Old Town. This district is completely residential and focuses on the original platting proportions of the neighborhood.

THE DISTRICTS ALIGN DIRECTLY WITH DESIRED DEVELOPMENT PATTERNS AND
WILL TRANSLATE INTO THE ZONING RECOMMENDATIONS FOR OLD TOWN

OLD TOWN DISTRICTS

6

ACTION PLAN

IMPLEMENTATION OF THE COMMUNITY VISION

CLEAR GOALS AND OBJECTIVES WITH ACTIONABLE TASKS

IDENTIFY AND CONFIRM THE AVAILABILITY OF ALL NECESSARY RESOURCES, INCLUDING FINANCIAL, HUMAN, AND TECHNICAL.

An implementation action plan for small-area planning is a detailed road map that outlines the specific steps, timelines, and resources needed to execute the strategies set out in a strategic or master plan for a localized area. It includes defining clear goals, listing all necessary tasks, assigning responsibilities, setting deadlines, identifying risks, and establishing metrics for progress and success. This plan serves as a practical, step-by-step guide to turning the overarching vision of a small-area plan into tangible results.

Below is an example of the format that details the task, priority level, time frame, resources, and lead.

Action Description	Priority	Timeframe	Resources	Lead
Example 1	High	Short	Low	Organization 1
Example 2	Low	Med	Low	Organization 2
Example 3	High	Long	High	Organization 1
Example 4	Med	Short	Med	Organization 3

Longevity of the Master Plan

The action tasks provide a detailed roadmap for implementing the overall vision and a metric to gauge progress towards that goal. Each year, there should be a report on progress in implementing this vision and on adding new action items to replace those that have been achieved.

MATRIX

- RESOURCE ALLOCATION
- MANAGEMENT AND BUDGET
- METRICS AND EVALUATION

Action Description	Priority	Timeframe	Resources	Lead
Policy Action Items				
Facade Rehabilitation Program	Low	Med	Med	Development Services
Annual Report and Update of Master Plan	Med	Short	Low	Development Services
Evaluate Old Town Water and Sewer Infrastructure, recommend CIP projects	Med	Short	Med	Engineering
Evaluate Current Parking and Adopt Old Town Parking Policy	High	Med	Low	Development Services
Incorporate Economic Development Incentives based on the Old Town Area Boundary	Med	Short	Med	Economic Development Committee
Incorporate Complete Streets Policy and Branding Strategy into infrastructure improvements	High	Short	High	Engineering
Evaluate and Adopt Enhanced Sidewalk Policy within the Old Town Commercial Area	High	Med	Med	Development Services
Incorporate Old Town Master Plan into all staff reports evaluating consistency with Master Plan	High	Short	Low	City Manager
Prioritize Old Town Capital Improvements During Annual Budget Session	High	Short	High	Engineering

MATRIX

IMPLEMENTATION OF THE COMMUNITY VISION

Action Description	Priority	Timeframe	Resources	Lead
Land Use and Transportation Action Items				
Study the Feasibility of Designing Trails in Alley Right-of-way connecting Old Town Residential to Old Town Core.	Med	Med	Med	Engineering
Annual Review of Old Town Code for Updates and Clarifications.	High	Short	Low	Development Services
Review Old Town Boundary Yearly for Expansions or Exclusions.	Med	Short	Low	Development Services
Incorporate additional parking regulations based on shared parking policy.	Med	Med	Low	Development Services
Study and amend the City-Wide Transportation Plan based on changes from the Old Town.	Med	Short	Med	Development Services
Designate 4th Street a Pedestrian Priority Street for Hosting Festivals.	Med	Long	High	City Manager
Incorporate Adopted Old Town Master Plan into discussions with TXDOT regarding FM 407.	High	Med	Low	Development Services
Provide Land Use Recommendations based on Old Town Plan to City Council	Low	Short	Low	Planning and Zoning Commission
Align any TIF district with Old Town Master Plan Boundaries.	Med	Long	High	Development Services

MATRIX

RESOURCE ALLOCATION

MANAGEMENT AND BUDGET

METRICS AND EVALUATION

Action Description	Priority	Timeframe	Resources	Lead
Miscellaneous Action Items				
Create a Old Town Justin Working Group	High	Short	Med	Business Owners
Update Building Code with COG amendments and add Existing Building Code.	Med	Short	Low	Building Official
Evaluate a Local Amendment to the Building Code regarding buildings of a certain age.	Med	Short	Low	Building Official
Evaluate and Adopt any Possible Amendments with Historic Building Flexibility.	Med	Short	Low	Fire Chief
Adopt a Wayfinding Plan that incorporates Old Town Identity and Vision.	Med	Med	Med	Development Services
Showcase Old Town Businesses to drive more foot traffic for their sustained success.	High	Short	Low	Communications
Foster Partnerships with other Peer Communities that are in Similar Circumstances.	Med	Short	Low	City Manager
Identify Catalyst Business and Recruit to Old Town.	Med	Long	High	Economic Development
Prepare First Street ultimate design for shovel-ready status to implement when FM 407 is open.	Med	Long	Med	Development Services and Engineering

OLD TOWN IS THE HEART OF JUSTIN

“OUR CITY’S PULSE DOESN’T BEAT IN CONCRETE AND TRAFFIC, IT LIVES IN THE PULSE OF OLD TOWN. IT’S WHERE STORIES BREATHE, NEIGHBORS CONNECT, AND HERITAGE HOLDS STRONG. THIS IS WHAT WE SEEK TO PRESERVE, NURTURE, AND GROW” - MAYOR CLARK



CITYOFJUSTIN.COM



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 3. (CONSENT AGENDA)

Title: Consider adopting Ordinance 837-26, second and final reading amending Section 52-315 of the Unified Development Code to include the regulatory plan and provisions for Old Town; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration based on the request.

Background:

At the upcoming City Council meeting, Council will conduct a public hearing and consider adopting Ordinance 837-26, which amends Section 52-315 of the Unified Development Code (UDC) to incorporate the Old Town Regulatory Plan.

This item represents the implementation phase of the Old Town Master Plan. While the Master Plan establishes the community's vision, this ordinance embeds that vision into the City's development regulations. Adoption of this ordinance provides the legal and administrative framework necessary to guide future development, redevelopment, and reinvestment in a manner that reflects the historic character and small-town identity of Old Town.

The Old Town Form-Based Code is specifically designed to preserve and reinforce Old Town's historic character, pedestrian orientation, and architectural heritage while accommodating thoughtful growth. The plan emphasizes:

- Preservation of historic character while allowing complementary infill and reinvestment;
 - In the commercial area creating a walkable, human-scaled environment that prioritizes pedestrians and public life;
 - Clear transitions between commercial areas and traditional neighborhoods; and
 - Predictable, place-based standards for building form, frontage, public spaces, and architectural
-

style.

Key regulatory components implemented through this ordinance include:

- Establishment of distinct Old Town subdistricts, such as the Old Town Core, Rural Mixed-Use, Neighborhood Edge, and Traditional Neighborhood, each tailored to its context;
- Building form standards that regulate height, setbacks, and massing to ensure new construction remains compatible with historic patterns;
- Frontage requirements that reinforce Main Street-style development, including shopfronts, porches, stoops, and forecourts that activate the street;
- Public realm standards that prioritize sidewalks, trees, lighting, crosswalks, and shared parking to support walkability and civic life; and
- Architectural and signage standards that encourage authentic materials, traditional proportions, and small-town character while discouraging generic or out-of-scale development.

City Attorney Review: Yes

Attachments:

1. Master Regulatory Plan Ordinance- FINAL
2. Sec. 52.315. Old Town OT.

ORDINANCE NO. 837-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AMENDING SECTION 52-315 OF THE CITY'S UNIFIED DEVELOPMENT CODE TO INCORPORATE THE OLD TOWN REGULATORY PLAN AND ESTABLISH DEVELOPMENT STANDARDS AND PROVISIONS FOR THE OLD TOWN AREA; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Justin has undertaken a comprehensive planning effort for the Old Town area, including public engagement, stakeholder interviews, committee meetings, and public hearings; and

WHEREAS, the City Council has adopted the Old Town Master Plan to establish a clear vision for the Old Town area; and

WHEREAS, the City Council desires to implement that vision through the City's Unified Development Code by establishing a regulatory framework for the Old Town area; and

WHEREAS, the City Council finds that amending Section 52-315 of the Unified Development Code to include the Old Town Regulatory Plan and related provisions is in the best interest of the public health, safety, and welfare;

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

SECTION 1. Section 52-315 of the City of Justin Unified Development Code is hereby amended to include the Old Town Regulatory Plan and to establish development standards, procedures, and provisions applicable to property within the Old Town area, as depicted and described in the Old Town Regulatory Plan attached hereto and incorporated herein by reference as *Exhibit A*.

SECTION 2. The purpose of this amendment is to implement the vision of the Old Town Master Plan by providing a clear and predictable regulatory framework that promotes compatibility, preservation of character, and thoughtful reinvestment within the Old Town area.

SECTION 3. The provisions of amended Section 52-315 shall apply to all property located within the boundaries of the Old Town area as shown on the Old Town Regulatory Plan. In the event of a conflict between the Old Town provisions and other sections of the Unified Development Code, the Old Town provisions shall control within the Old Town area.

SECTION 4. The City Secretary is hereby directed to cause this amendment to be codified in the Unified Development Code and to make such non-substantive formatting or numbering changes as may be necessary for codification.

SECTION 5.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance.

SECTION 6.

This ordinance shall take effect immediately upon its passage and adoption.

DULY PASSED by the City Council of the City of Justin, Texas, on the 22nd day of January 2026.

On first reading, the 22nd day of January 2026.

On the second and final reading, the 12th day of February 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

Old Town Justin, Texas Form-Based Code

Section 1: Introduction and Purpose

1.1 Statement of Purpose

Old Town Justin is historic and iconic, having served as the city's economic hub since its establishment in the 1800s. The original town center was platted in a traditional grid, oriented towards the railroad, a critical mode of transportation at the time. Due to the area's historical and cultural significance, new development or redevelopment within this area is very different from that in other areas that were not part of a historical settlement.

The Old Town Justin Form-Based Code (“OTJ FBC”) is crafted to preserve and reinforce the unique historic character, pedestrian orientation, and architectural heritage of Old Town Justin. Public input has clarified that residents want to keep the authenticity of the Old Town area of Justin while understanding that significant growth pressures will continue. The OTJ FBC aims to foster **walkability**, promote a mix of uses, and maintain architectural cohesion appropriate to Justin’s small-town Texas legacy. The code establishes predictable, place-based standards that will revitalize Old Town Justin as a vibrant, resilient community center, balancing effective historic preservation with the evolving needs of businesses, residents, and civic life.

1.2 Intent

The Old Town Justin Form-Based Code provides a **comprehensive, locally tailored zoning and urban design framework** that safeguards the area’s rich history while enabling a thriving, walkable, and economically resilient future. By integrating clear standards for building form, frontages, public spaces, uses, and architectural character, Justin will retain its unique small-town Texas charm while fostering **mixed-use infill, enhanced walkability, and architectural harmony**.

Modeled using specific elements of downtown codes within the region but scaled to Justin's context, this code offers prescriptive yet flexible regulations, a path for engaged

Old Town Justin, Texas Form-Based Code

community stewardship, and a strategic blueprint for the future growth of Old Town as the heart of the Justin community. The consistent use of clear standards, proactive engagement, and a focus on preservation ensures Old Town Justin remains both a living museum and a modern, connected place to live, work, and gather for generations.

1.3 Vision for Old Town: The vision for Old Town is derived from the community-led engagement process that establishes three guiding principles for development in Old Town:

- Preserve historic character while adding complementary development and a walkable shopping, dining, and entertainment district.
- Establish an Old Town Vision to guide development, redevelopment, and rehabilitation toward connected and flexible outcomes.
- Maintain traditional neighborhoods and a rural feel through clear transitions between commercial and residential areas.

1.4 Relationship with the Imagine Justin Comprehensive Plan and the Old Town Small Area Plan: The application of these Regulations seeks to encourage community development in accordance with the Imagine Justin Comprehensive Plan and the Old Town Small Area Plan.

1.5 Implementation: This effort represents a step toward implementing an element of the Comprehensive Plan. The plan states, “Initiate an Old Town Master Plan in coordination with the business community and adjacent neighborhoods to improve pedestrian connectivity to Old Town and link it to the new Town Square.”

1.6 Legal Framework & Authority (Reference UDC)

The code applies to all parcels designated within the Old Town Justin Regulating Plan. The standards govern new construction, exterior renovation, additions, and site development. Where conflicts arise with other sections of the Justin Code of Ordinances, the provisions of the OTJ FBC shall prevail within the Old Town area.

Old Town Justin, Texas Form-Based Code

What the FBC regulates:

Where buildings sit on the lot (setbacks / built-to-line).

How tall buildings can be and when upper floors must step back.

How building fronts meet the sidewalk (shopfronts, porches, stoops).

Materials and basic architectural features to keep a historic look.

Signs, murals, alleys, and public-realm elements like sidewalks and street trees.

Section 2: Applicability and Administration (If needed)

2.1 Applicability to other sections of the UDC

- Development and Design standards within the UDC do not apply to this Old Town District except where referenced explicitly within this article.
- The OTJ FBC replaces conflicting rules in the City's Unified Development Code (UDC) only for parcels inside the Old Town boundary. All other city rules (building code, health, fire, utilities) still apply.

2.2 Who administers the code:

- The city enforces this code. Some permits and approvals are handled by staff (administrative); others require Planning and Zoning Commission and City Council review. The table below shows typical authorities.

Action / Permit	Decision Authority	Typical Review Time
Minor façade changes, standard signs, murals within standards	Staff Administrator	7–14 business days
Conditional uses, variances, major façade changes, nonstandard murals	PZC/City Council	45–60 business days (includes notice)
Code amendments, appeals of Commission decisions	PZC/City Council	Per Council schedule
Emergency repairs for safety	Building Official / Staff	Immediate / as required

Old Town Justin, Texas Form-Based Code

- Most routine permits are approved by staff quickly. Bigger changes or exceptions go to the Planning and Zoning Commission/City Council and take longer.

2.3 How to apply:

1. **Confirm location:** Verify your parcel on the Regulating Plan map.
2. **Pre-application (recommended):** Meet with planning staff to review the project and required materials.
3. **Submit application:** Provide the checklist items. Pay fees.
4. **Completeness check:** Staff confirm the application is complete.
5. **Staff review or public review:** Staff issues a decision or schedules the item for Commission review if required.
6. **Decision & permit issuance:** If approved, obtain building permits and begin work. If denied, follow the appeal steps.

2.4 Application Checklist

- Applicants must bring a clear site plan and simple drawings so staff can check compliance. Below is a checklist of common items needed:
- Regulating Plan parcel ID and map excerpt.
- Scaled site plan showing property lines, building footprint, setbacks, parking, alleys, and sidewalk.
- Elevations showing materials, windows, doors, and signage.
- Ground-floor plan showing entries and transparency.
- Materials list and color samples.
- Lighting cut sheets and landscape plan (if applicable).
- Owner authorization and contact information.
- Application fee.

2.5 Administrative approvals and minor exceptions

- The Administrator may approve minor adjustments (up to clearly defined limits) when strict compliance would cause undue hardship and the change still meets the intent of the code. Examples: small setback adjustments, minor material substitutions, or slight modulation changes.

What this means: Small, reasonable changes can be handled quickly by staff. Larger changes need Commission review.

Limits and process:

- **Minor adjustment limit:** e.g., up to 15% of a numeric standard (setbacks, modulation) — exact limits published in the administrative rules.

Old Town Justin, Texas Form-Based Code

- **Application:** Submit a short justification and drawings. Staff posts a notice and issues a decision within 20 business days.
- **Appeal:** Decisions may be appealed to the Zoning Board of Adjustment within 14 days.

2.7 Variances and conditional uses

- Requests that exceed administrative limits or involve policy choices (conditional uses, variances) require a public hearing before the Planning and Zoning Commission. The Commission may approve, approve with conditions, or deny.

What this means: If your project needs a bigger change, expect a public hearing, notice to neighbors, and a longer review timeline.

What to expect:

- Public notice mailed to nearby property owners.
- Staff report and recommendation.
- Commission hearing and decision.
- Appeal to City Council if needed.

2.8 Nonconforming properties and grandfathering

- Buildings, signs, or uses that existed before this code and do not meet new rules are “nonconforming.” Nonconforming items may remain but cannot be enlarged or made more nonconforming. Major repairs or replacements over a set threshold must comply with the OTJ FBC.

2.9 Amendments to the OTJ FBC

- The OTJ FBC may be amended by ordinance. Amendments follow the city’s public hearing and adoption process and require an updated Regulating Plan map if boundaries change. What this means: The code can be changed, but changes require public notice and Council approval.

2.10 Fees, bonds, and sureties

- Permit fees follow the City’s fee schedule. For certain public realm work or phased projects, the City may require performance bonds or maintenance agreements.

What this means: Expect to pay standard permit fees and, in some cases, provide a bond to guarantee public improvements.

Old Town Justin, Texas Form-Based Code

Section 3: Regulating Plan and Subdistricts

3.1 Context

The Regulating Plan divides Old Town Justin into place-based subdistricts that reflect its unique history, land use patterns, development context, and scale.

Quick steps to use the map

1. Find your parcel by address or parcel ID.
2. Note the subdistrict and frontage type shown on the parcel.

Apply the rules for that subdistrict and frontage type in the code

3.2 Subdistricts: Old Town is divided into four subdistricts. Each subdistrict has specific rules for building height, setbacks, uses, and frontage types. The subdistricts are: Old Town Core, Rural Mixed Use, Neighborhood Edge, and Traditional Neighborhood.

What this means: The subdistrict tells you what building forms and uses are appropriate for your site.

Old Town Justin, Texas Form-Based Code

Subdistricts: The following subdistricts are established as the zoning districts within the Old Town District.

OLD TOWN SUBDISTRICTS



Old Town Core: The commercial and mixed-use core within the historic context of Old Town that also incorporates historic scale and design standards for community design context in the area.



Rural Mixed-Use: Areas for mixed use that will retain a rural feel but be more flexible on uses appropriate within a new development context, versus Old Town Core's focus on scale and design-specific regulations.



Neighborhood Edge: Density, scale, and use transition zone between Old Town Core and Traditional Residential Subdistricts.

Old Town Justin, Texas Form-Based Code



Traditional Neighborhood: The traditional neighborhood homes and homesteads within the Old Town district. This area is intended to allow infill of residential homes without substantially changing the rural residential character of the subdistrict.

Old Town Justin, Texas Form-Based Code

3.3 Street Frontage Types and how they work

- Frontage types describe how buildings meet the street. The Regulating Plan assigns a frontage type to each street segment. Common frontage types are Pedestrian-Oriented, Pedestrian-Friendly, and General Street. Each frontage type has required sidewalk widths, building placement, and permitted features.

What this means: The frontage type tells you whether to use a shopfront, porch, stoop, or forecourt and how the sidewalk and building should relate.

OLD TOWN STREET FRONTAGE TYPES



Pedestrian-Oriented Street: A street type that includes maximum accommodation of pedestrian movement, and limits conflicts with vehicular driveways, parking lot edges, or blank walls on buildings.



Pedestrian-Friendly Street: A street type that prioritizes pedestrian movement and limits conflicts with vehicular driveways, parking lot edges, or blank walls on buildings. Allows for some vehicular interruptions when no other option is available.

Old Town Justin, Texas Form-Based Code



General Street: A street type that accommodates necessary services and vehicular access, while still accommodating pedestrian movement.

3.4 Boundaries, transitions, and edge conditions

Rule: Where subdistricts meet, the more restrictive standard applies at the shared property line unless the Regulating Plan or a specific rule states otherwise. Transition rules require step downs in height and softer materials at edges adjacent to Traditional Neighborhood. What this means: If your lot borders a residential area, expect lower heights and design features that ease the change from commercial to residential.

Special boundary notes

- Through lots: Follow frontage rules on both street frontages.
- Corner lots: Must meet frontage rules for both street faces.
- Zero lot line and party walls: Allowed where historic attached forms exist or where the subdistrict permits.

3.5 Special places, overlays, and exceptions

Rule: The Regulating Plan identify special places such as squares, parks, civic sites, and historic landmarks. Special rules for these places are shown on the map and take precedence within their boundaries.

What this means: If your parcel is in a special place or overlay, follow the additional rules shown on the map and in the overlay section.

Old Town Justin, Texas Form-Based Code

Examples of special place rules

Historic Landmark: Additional preservation standards and review steps apply.

3.6 Lot splits, new parcels, and map updates

Rule: New lot splits or replatting inside Old Town must follow the Regulating Plan's lot size, frontage, and block length standards. Any change to subdistrict boundaries or frontage assignments requires a formal amendment to the OTJ FBC and an update to the official GIS map.

What this means: You cannot create a new lot that avoids the code's rules. If the map needs to change, the City must approve an amendment.

Process highlights

Lot split review: Submit proposed plat and show compliance with subdistrict standards.

Map amendment: Requires public notice, Planning and Zoning Commission recommendation, and City Council approval.

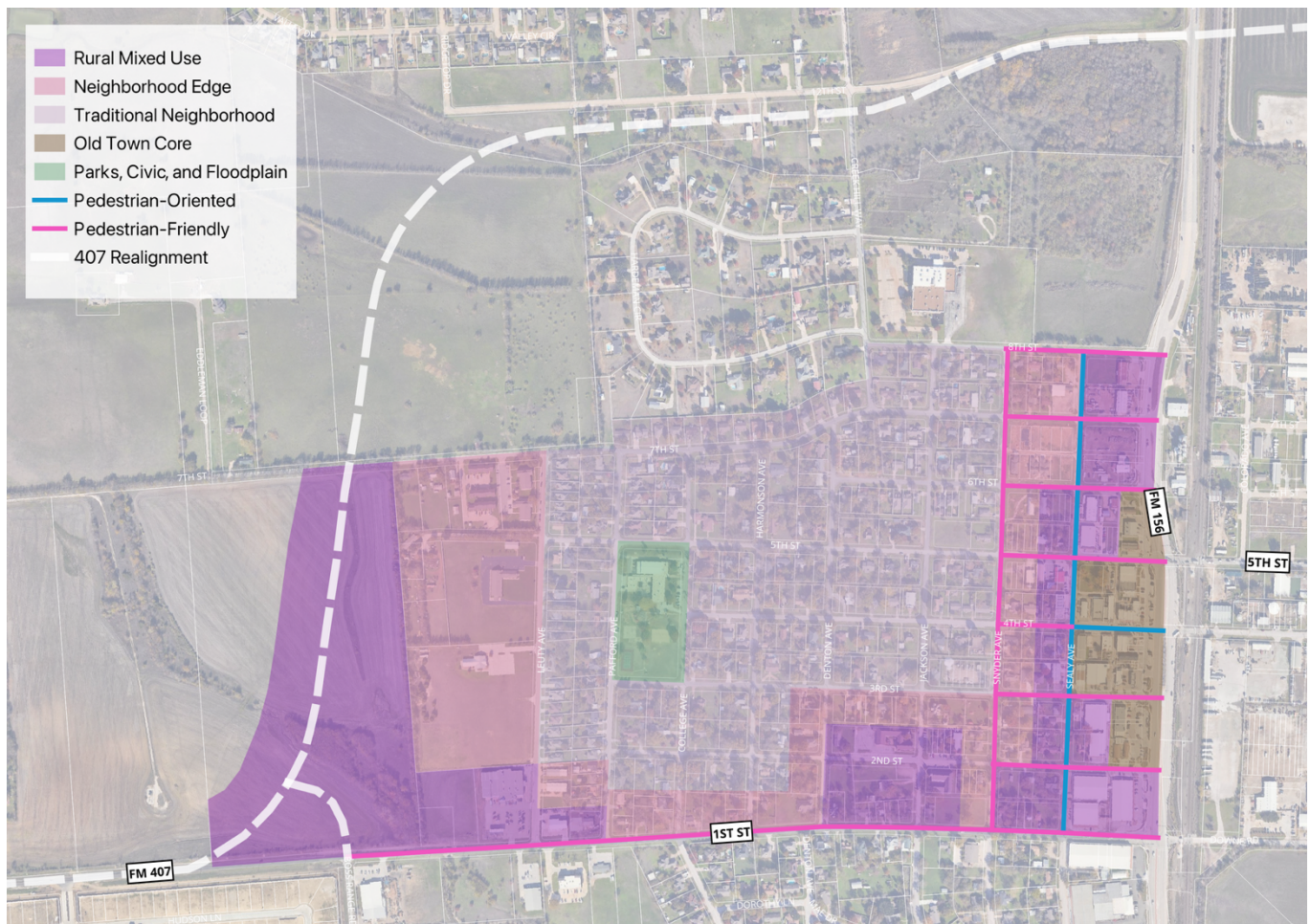
3.7 Applicant checklist for map and subdistrict questions

- Confirm parcel on the official GIS Regulating Plan map.
- Identify subdistrict and frontage type for each street face.
- Check for overlays or special places affecting the parcel.
- If proposing a lot split, include a compliance table showing how the new lots meet subdistrict standards.
- If a map amendment is needed, prepare a justification and follow the amendment process.

What this means: Use the checklist before preparing full plans to avoid rework and delays

Old Town Justin, Texas Form-Based Code

REGULATING PLAN



Old Town Justin, Texas Form-Based Code

Section 4: Building Form Standards

4.1 Overview

Form standards establish the shape, size, and placement of buildings to protect Justin's historic streetscape, encourage compatible infill, and ensure a walkable, human-scaled environment.

What this means: New buildings should feel like Main Street — human scaled, with active ground floors, clear entries, and materials that match the historic neighborhood.

4.2 Definitions (short)

- Built to line: The line where the front of the building must sit (usually at the sidewalk).
- Blank wall: A wall longer than allowed that has no windows, doors, or architectural breaks.
- Step back: A required setback of upper floors from the principal façade.
- Transparency: Percent of ground floor wall that must be glass between 2 ft and 10 ft above grade. What this means: See the Definitions section for full terms and small diagrams.

4.3 Building Frontage Intent

The “built-to-line” requirement for the Historic Core maintains the traditional Main Street character with storefronts flush to the sidewalk, while the Neighborhood Edge provides for additional relief and landscaping. Maximum height and length controls prevent out-of-scale new development and retain legibility of Justin's historic urban form.

Historic forms such as cottages, two-part block commercial buildings, and modest Victorian elements are strongly encouraged; monolithic “big box” buildings and non-historic façade modulation are discouraged.

Old Town Justin, Texas Form-Based Code

Key Building Types Permitted:

Representative Imagery	Building Types	Permitted Subdistricts
	<u>DETACHED SINGLE-FAMILY HOMES</u> A residential building designed to accommodate one household or family, providing private living spaces without shared walls or common areas with other units.	Traditional Neighborhood, Neighborhood Edge
	<u>ATTACHED TOWNHOMES</u> • Structure: A multi-story home that shares one or more walls with adjacent units but has its own separate entrance. • Ownership: Typically, the homeowner owns both the interior and exterior of the unit, including the land beneath it (unlike condos). • Layout: Often 2–3 stories, with living spaces on the ground floor and bedrooms above. • Density: Higher than detached single-family homes but lower than apartment complexes.	Neighborhood Edge, Rural Mixed-Use
	<u>MISSING MIDDLE RESIDENTIAL</u> A range of multi-unit or clustered housing types that fit between single-family homes and large apartment buildings in terms of scale, density, and form. These housing types are designed to provide more affordable, walkable, and community-oriented living options while maintaining compatibility with traditional neighborhoods. • Scale: Human-scaled, typically 1–3 stories, similar in size to single-family homes.	Neighborhood Edge, Rural Mixed-Use

Old Town Justin, Texas Form-Based Code

	• Density: Higher than detached houses but lower than mid-rise apartments. • Types Include: • Duplexes; • Triplexes and; • Fourplexes	
	<u>COTTAGE COURT</u> A cluster of small, detached homes arranged around a shared central courtyard or green space. It is designed to promote community interaction while maintaining privacy for individual units. • Configuration: Multiple small homes (often 4–12 units) oriented toward a common courtyard rather than the street. • Scale: Typically single-story or one-and-a-half-story homes, smaller than standard single-family houses. • Shared Space: A landscaped courtyard serves as a communal area for residents, enhancing social interaction. • Access: Homes often have front doors facing the courtyard, with parking located at the rear or along the perimeter.	Neighborhood Edge
	<u>MAIN STREET (SHOPFRONT) MIXED-USE BUILDINGS</u> • Street-facing façade: Large display windows for retail visibility. • Entrances: Direct access from the sidewalk to encourage walkability. • Scale: Usually 1–3 stories, maintaining a human-scale streetscape.	Rural Mixed-Use, Old Town Core

Old Town Justin, Texas Form-Based Code

	• Architectural Style: Varies by era and region (e.g., Art Deco, Victorian, Craftsman, Modern). Mixed-Use Potential: Often includes residential units on upper floors in traditional downtowns.	
	<u>ACCESSORY BUILDING</u> A secondary structure located on the same lot as a primary dwelling, designed to support or complement the main residence. It is not intended to serve as the primary living space but provides additional functionality.	Traditional Neighborhood, Neighborhood Edge, Rural Mixed-Use, Old Town Core

Table 1: Building Form Standards

<u>STANDARD</u>	<u>OLD TOWN CORE</u>	<u>RURAL MIXED-USE</u>	<u>NEIGHBORHOOD EDGE</u>	<u>TRADITIONAL NEIGHBORHOOD</u>
Lot Area	n/a	n/a	3,000 square feet minimum	7000 square feet minimum
Minimum Lot Width (ft)	n/a	n/a	30	70
Minimum Lot Depth (ft)	n/a	n/a	100	100
Front Setback (ft) - General	0 minimum 10 maximum	0 minimum 25 maximum	0 minimum 25 maximum	10 minimum, OR Within 5 ft of the adjacent structures
Front Setback (ft) – FM 156	20 minimum	20 minimum	n/a	n/a

Old Town Justin, Texas Form-Based Code

	75 maximum	75 maximum		
Minimum Side Setback (ft)*	0 minimum	0 minimum	0 minimum 5 ft when adjacent to TN District	5 ft minimum
Maximum Height (stories)**	2 (with 3rd step back)	3 (with 4th step back)	2	2
Maximum Height (ft)	45	55	35	35
Minimum Transparency, Ground Floor (%)	60	60 – commercial 40 - residential	10	10
Max Building Length (ft)	150	150	n/a	n/a
Blank Wall Length (ft)	20 maximum	20 maximum	n/a	n/a
Block Length	300 ft			

*Zero-lot-line permitted for party-wall/row buildings or attached historic forms.

**Third story must be set back at least 15' from principal facade in Historic Core.

Frontage Types

4.4 Overview

Frontage regulations ensure that buildings meet the public realm and shape the walkable character of streets. They determine both allowable architectural expressions and the relationship between private space and the sidewalk.

Old Town Justin, Texas Form-Based Code

Table 2: Frontage Type Summary

<u>FRONTAGE TYPE</u>	<u>ALLOWED IN</u>	<u>DESIGN FEATURES</u>
Shopfront	Old Town Core, Rural Mixed-Use	60% transparency, recessed entries, awnings/canopies, direct sidewalk access
Stoop	All zones	Elevated entry 12-18 in. above grade, steps, small garden
Porch	Neighborhood Edge & Traditional Residential	Covered entry, minimum 6' depth, open on 2+ sides
Forecourt	Old Town Core, Rural Mixed-Use	Courtyard area recessed into the building frontage allowing for multiple ground floor spaces to be accessed from the forecourt or the sidewalk edge
Gallery (optional)	Old Town Core, Rural Mixed-Use	Covered, open-air "arcade" or colonnaded walk

4.5 Design Standards and Regulations

Shopfronts: Building frontages must align with the pedestrian zone. Ground-floor glazing must comprise at least 60% of the width between two and ten feet above grade; doors must open directly to the sidewalk. Recessed entries no greater than 5 feet are permitted to provide weather protection.



Old Town Justin, Texas Form-Based Code

Porches and Stoops: Porches must be usable outdoor spaces, not merely decorative; a minimum clear area of 6 feet wide by 8 feet deep. Stoops should be set back a minimum of 5 feet (can encroach 5 feet in setback) from the property line and oriented to the sidewalk.



Forecourts and Galleries: Allowed at corner or prominent sites, these frontage types encourage flexible placemaking for public activities, farmers markets, and community events.



Old Town Justin, Texas Form-Based Code

Section 5: Public Realm Standards and Guidelines

5.1 Intent

Strong public realm standards are critical in reinforcing walkability, preserving Old Town's character, and supporting a safe, comfortable, and convivial pedestrian environment. These guidelines regulate sidewalks, crosswalks, civic spaces, on-street parking, lighting, landscaping, and furnishings, modeled on comparable Texas towns.

5.2 Streetscape and Sidewalk Standards

Table 3: Public Realm Requirements

<u>ELEMENT</u>	<u>HISTORIC CORE</u>	<u>RURAL MIXED- USE</u>	<u>NEIGHBORHOOD EDGE</u>	<u>TRADITIONAL NEIGHBORHOOD</u>
Sidewalk width (min)	6 feet	6 feet	5 feet	None Required
Tree spacing (feet)	Average 40 feet per block face	Average 40 feet per block face	None Required	None Required
Lighting (fixture height, ft)	12	12	None Required	None Required
Bench spacing	Two per block face	Two per block face	None Required	None Required
Bike Parking*	None Required	1 bike rail per 40 parking spaces	None Required	None Required
*CH52-401 Bike Parking standards shall apply to the design and construction of required bike parking				

- **Crosswalks:** Are required for Historic Core, Rural Mixed-Use, and Neighborhood Edge intersections. These crosswalks shall comply with ADA requirements,

Old Town Justin, Texas Form-Based Code

enhance pedestrian visibility, and provide appropriate signage to support driver awareness.

- **Alleys:** Alleys may be used for services to homes, parking access, and as public access trails, as determined by the Administrator or designee.

5.3 Parking

- Shared parking is encouraged within the Old Town District based on on-street, public, and offset hours of use management.
- On-street parking permitted and encouraged along pedestrian streets
- Off-street parking minimum requirements for residential uses only at 1 space per dwelling unit.
- Off-street parking maximum is 1 space per 300 sq ft within the Old Town District.

5.4 Landscaping, Lighting, and Street Furnishings

- Street trees must be planted in tree wells or continuous planters and spaced approximately **40 ft** apart. Use species approved by the City for durability and low maintenance.

What this means: Trees should form a regular canopy to shade sidewalks and calm traffic.

- Lighting must be pedestrian-scale (**12 ft** fixtures), shielded to prevent glare, and aimed to light sidewalks and entries without spilling into homes.

What this means: Lights should make people feel safe without creating bright glare or light pollution.

- Benches, bike racks, trash receptacles, and wayfinding signs should be placed in the furnishing zone and not block the clear path. Bike parking requirements follow CH52-401 standards.

5.5 Maintenance, Responsibilities, and Enforcement

- Property owners are responsible for maintaining sidewalks, street trees, and any public-realm improvements they install. If the City accepts a public improvement, the City will maintain it per the acceptance agreement.

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What this means: If you add a tree or bench, you must keep it in good condition unless the City agrees to take it over.

- Neglected public-realm elements that become hazards or nuisances may be repaired by the City at the owner's expense after notice.

What this means: The City will step in if something becomes unsafe and will bill the owner for costs.

Section 6: Architectural Cohesion and Style Guidelines

6.1 Intent

Design standards in Old Town Justin assure architectural cohesion, supporting both **preservation and compatible new construction** that respects the area's Victorian, early 20th-century, and vernacular Texas Main Street heritage. The standards encourage repair and adaptive reuse of historic structures, and ensure that infill and new buildings "fit" within the established context.

6.2 General design principles

- New work must respect the scale, rhythm, and materials of nearby historic buildings. What this means: Match building height, window proportions, and façade divisions so new buildings feel like they belong.
- Prioritize human scale at the street with active ground floors, clear entries, and pedestrian oriented details. What this means: Ground floors should invite walking and interaction rather than present blank walls or large parking areas.
- Guidance: Use simple, durable materials and avoid overly ornate or generic corporate "franchise" styles. What this means: Traditional brick, wood, and metal details age well and support the historic character.

6.3 Materials and finishes

- Guideline: Preferred materials are brick, stone, painted wood, fiber cement in traditional profiles, and metal accents. Use masonry or quality siding on primary

Old Town Justin, Texas Form-Based Code

façades. What this means: Choose materials that look and weather like historic Main Street buildings.

- **Standard:** Prohibited materials include mirrored glass, large expanses of plastic or vinyl cladding, and thin metal panels that read as industrial. What this means: Avoid modern materials that clash with the historic context.
- **Guideline:** Use a limited color palette that complements neighboring buildings and historic examples. What this means: Muted, traditional colors help buildings read as part of the same place.

6.4 Standards and Guidelines

- **Windows and doors:** Vertically proportioned, multi-paned (except original storefront windows, which may be horizontal).
- **Roofs:** Gabled or hipped, with allowable flat roofs for commercial buildings screened by historic-style parapets or cornices.
- **Facade articulation:** Buildings must be divided into visually identifiable “modules” (max 30'-40' each) via pilasters, in-sets, or other architectural massing.
- **Storefronts:** Maintain or replicate recessed entries, transom windows, and traditional signage bands. Modern cladding, mirrored glass, or illuminated/cabinet signage is not permitted.
- **Porches, stoops, and awnings:** Encouraged on most residential and commercial building types; construction must be consistent with historic examples.
- **Attachments** (balconies, galleries, overhangs) are allowed where historically documented.

6.5 Inappropriate Treatments:

- Franchise “look” architecture (generic corporate prototypes)
- Large, blank facades or “false front” massing
- Faux historicism with inaccurate or overly ornate features

Old Town Justin, Texas Form-Based Code

6.6 Commercial Recommended Styles

Art Deco	Bold geometric shapes, strong vertical lines, and a sense of lavish, modern luxury. Key features include the use of rich and modern materials like stucco, chrome, and glass, ornamental motifs such as chevrons, sunbursts, and zigzags, and streamlined, symmetrical designs often with setbacks and flat roofs.	
Western	False front style for commercial buildings (a decorative facade hiding a simple structure), the use of natural materials like timber and stone in styles like the Craftsman style, and the integration of landscape in styles like the Prairie School.	
Small Main Street	Common designs for small businesses are one or two-story buildings, sometimes with living quarters above the storefront. Often a rectangular, three-bay-wide, 3 . story building with a gable roof.	

6.7 Residential Historic Styles

Cottage	Steep, pitched roofs with multiple gables, charming small windows, mixed natural materials, prominent chimneys, and front porches.	
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Old Town Justin, Texas Form-Based Code

Craftsman	Low-pitched roof with wide, overhanging eaves, visible rafters, a large porch with tapered columns, and built-in features.	
Farmhouse	A simple, practical design with elements like pitched gable roofs, an asymmetrical facade, and large, covered porches.	
Mission	Curvilinear parapets, overhanging eaves with exposed rafter tails, and deep, simple shapes, reflecting a blend of simplicity and grandeur.	
Tudor	Steeply pitched roofs, decorative half-timbering on stucco, or stone exteriors, prominent gables, tall, narrow windows, and ornate, elaborately decorated chimneys.	
Victorian	Heavy ornamentation, asymmetrical designs, towers or turrets, and vibrant colors.	

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Section 7: Signage

Rule: Signs in Old Town Justin must support a pedestrian Main Street character, be easy to read, and respect historic building fronts.

What this means: Signs should help people find businesses and places without creating visual clutter or using modern shopping center styles.

7.1 Definitions (short, plain)

- Monument sign: Low, ground level sign on a masonry or landscaped base.
- Wall sign (flush): Letters or logos mounted flat against a building façade.
- Projecting / blade sign: A sign that sticks out perpendicular to the building for pedestrians.
- Awning / canopy sign: Graphics on the face or valance of an awning.
- Window sign: Painted or applied graphics on glass.
- Directional / wayfinding: Small signs that point to entries, parking, or public places.
- Illumination types: Indirect = light shines onto the sign; internal = light comes from inside the sign.

Table 4: Permitted Sign Types in Old Town Justin District Core

<u>SIGN TYPE</u>	<u>DESCRIPTION & USE</u>	<u>ILLUMINATION</u>	<u>TYPICAL MATERIALS</u>
Monument Sign	Low, ground-integrated, masonry base, business or district identity	External/Indirect	Brick, stone, wood, metal
Wall Sign (Flush-Mounted)	Lettering and logos affixed parallel to façade	Internal/External	Painted wood/metal, hand-lettered
Projecting/Blade Sign	Perpendicular to façade, oriented for pedestrians	External/Indirect	Wood, metal, painted finish

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Awning/Canopy Sign	Graphics/lettering on valance/skirt of awning/canopy	Internal/External	Canvas, wood slats (painted)
Window Sign	Painted or applied graphics on glass	None/Indirect	Paint, etched/frosted glass
Historic Marker/Plaque	Informational plaque designating historic site or event	None	Cast/etched metal
Temporary or Removable Banner/Poster	Short-term, cloth/vinyl, business sandwich boards, only for daily use or special events	None	Fabric, vinyl, sandwich board

7.2 Prohibited or Restricted Sign Types:

- Rotating/animated/flashing signs
- Internally illuminated cabinets
- Pole signs (unless historical precedent is documented)
- Billboards, off-premises advertising

Table 5: Sign Type Standards in Old Town Justin District Core

<u>SIGN TYPE</u>	<u>PLACEMENT REQUIREMENTS</u>	<u>MINIMUM HEIGHT/SETBACK</u>	<u>MAXIMUM PROJECTION</u>
Monument Sign	Minimum 5 ft from right-of-way (ROW), 25 ft from adjacent properties, not in visibility triangle	Not in visibility triangle, max 10 ft height	N/A
Wall Sign	On façade, not above roofline or parapet, one per frontage	Not above parapet	1 ft from wall, no ROW overhang

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Projecting/Blade Sign	Mounted at at corner or above principal entry; perpendicular to façade	Min 8 ft above sidewalk; Not above 2nd story	3 ft from façade, not over vehicular ROW
Awning/Canopy Sign	On face/valance or skirt of awning/canopy	N/A	3 ft from awning edge/2 ft from curb
Window Sign	On interior/exterior glass, not obscuring architectural details	Max 20% of window area	N/A
Directional/Wayfinding	As needed (at corners, major entries, intersections); never interfering with traffic sightlines	Min 3 ft, not in ROW	N/A
Historic Plaque/Marker	Wall-mounted (preferred) or post-mounted in landscape buffer	3-5 ft above grade (wall)	N/A
Temporary Banner	On building wall only; not on roofs, poles, fences, trees	N/A	N/A

Table 6: Approved Materials and Illumination by Sign Type

<u>SIGN TYPE</u>	<u>APPROVED MATERIALS</u>	<u>ILLUMINATION TYPE (IF ANY)</u>	<u>RESTRICTIONS</u>
Monument Sign	Brick, stone, wood, mortar, painted/baked enamel metal	Indirect (ground upright); shielded goosenecks	No glare, no spill, face-focused only
Wall/Blade Sign	Painted/engraved wood, painted metal, cast metal, frosted glass	Indirect, shielded, or halo	No internal plastic cabinets, no exposed conduit

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Awning/Canopy	Painted canvas, duck cloth, period-correct metal	Indirect/halo/internal by approval	Internal only if visually subdued
Window Sign	Paint, etched glass, vinyl film (temporary only)	None/indirect only	No internal lighting
Historic Plaque/Marker	Cast bronze/brass/aluminum, engraved metal, routed wood	None	N/A
Directional/Wayfinding	Painted steel, cast bronze/brass, routed wood	None/indirect	N/A

Old Town Justin, Texas Form-Based Code

Section 8: Murals

8.1 Purpose

Murals are allowed in Old Town Justin to support public art, celebrate local history, and enliven building walls while protecting community standards. What this means: Property owners and artists can create murals, but they must follow simple rules so murals are appropriate, safe, and well maintained.

8.2 Definitions

- Mural — A permanent or semi permanent artwork painted or applied directly to a building wall.
- Temporary mural — A short term painted or applied artwork intended to be removed after an event or season.

Content review — A staff check to ensure mural content complies with the rules below.

Table 7: Permitted Mural Standards in Old Town Justin District Core

<u>TITLE</u>	<u>DESCRIPTION</u>	<u>STANDARD</u>	<u>APPROVAL BODY</u>
Content	The subject matter, message, meaning, or narrative depicted in the artwork.	No hate speech, obscenity, or obvious advertising.	Staff Administrator
Location	The specific physical site.	Side/rear walls of buildings, respecting surrounding context.	Staff Administrator
Size	The physical, measurable dimensions (height and width) of the artwork, as well as its scale in relation to the surrounding environment and the human body.	Up to 50% of individual façade wall surface.	Staff Administrator
Materials	The substances and media used by an artist to create the artwork	Use exterior-grade paints and sealants	Staff Administrator

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	directly on a permanent surface like a wall, ceiling, or floor.	resistant to weather, UV, and graffiti.	
Maintenance	The routine, regular inspection and care of the artwork to preserve its condition, protect its value, and ensure its long-term viability.	Property owners are responsible for upkeep; neglected murals can become a public nuisance.	Staff Administrator
1. All mural submittals that are outside of these standards shall be independently reviewed for approval with the Justin City Council. 2. All murals require a permit for approval.			

8.3 Maintenance and ownership

Rule: Property owners are responsible for mural upkeep. If a mural becomes damaged, faded, or a nuisance, the owner must repair or remove it within a reasonable time after notice from the City. Neglected murals may be removed by the City at the owner's expense.

8.4 Permit and review process

Rule: Most murals require a simple administrative permit. The permit application must include:

- site photo
- wall elevation with mural area marked
- artist statement
- materials list
- maintenance plan.
- Staff will review for compliance with size, location, and content rules.

Typical steps

1. Confirm parcel is in Old Town and the wall is eligible.
2. Submit mural permit with required materials.
3. Staff reviews and issues permit or refers to Commission.

Old Town Justin, Texas Form-Based Code

4. Install mural and keep maintenance records.

Typical review time: 10–20 business days for administrative approvals; longer if Commission review is required.

8.7 Temporary murals and community projects

Temporary murals and community paint events are allowed with a simplified permit and a removal plan. Temporary murals must be removed or renewed within the agreed timeframe.

What this means: Short term projects for festivals or community art are supported but must have a plan for removal or renewal.

8.8 Historic buildings and special review

Murals on designated historic landmarks or on buildings with protected historic façades require review by the Staff Administrator or a designated review body to ensure the mural does not harm historic fabric or obscure important architectural features.

8.9 Enforcement and appeals

If a mural violates the code, the City will notify the owner and set a timeline to correct the issue. Owners may appeal administrative decisions to the Zoning Board of Adjustment within 14 days. Continued noncompliance may result in removal and cost recovery.

What this means: There is a clear process to fix problems and a short window to appeal decisions.

8.10 Design guidance and best practices

- Favor designs that reflect local history, culture, or community themes.
- Avoid full coverage of primary storefront façades that reduce transparency and pedestrian visibility.

Old Town Justin, Texas Form-Based Code

- Use a simple color palette and durable finishes to reduce maintenance needs.
- Coordinate with neighboring property owners for murals that cross property lines.

8.11 Permit checklist for murals

- Parcel ID and Regulating Plan map excerpt.
- Photo of the wall and surrounding context.
- Scaled elevation showing mural area and percent of façade.
- Artist statement describing content and community relevance.
- Materials list and paint/sealant specifications.
- Maintenance plan and owner contact information.
- Fee payment.

Sec. 52-315. Old Town (OT).

- (a) *Purpose.* The purpose of this district is to provide guidance on infill development standards within the historic old town area. The following standards shall apply only to those properties within the Old Town Overlay.
- (b) All development standards are set per the form based code attached herein ~~the base zoning district according to article III, zoning districts and article IV, development standards.~~
- (c) Land uses permitted within the OT Overlay are regulated according to the schedule of uses.

(Ord. No. 793-25, § 2(Exh. A), 1-23-25)



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 4. (CONSENT AGENDA)

Title: Consider adopting Ordinance 838-26, second and final reading approving the rezoning of the designated area to Old Town; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration.

Background:

At the upcoming City Council meeting, Council will conduct a public hearing and consider adopting Ordinance 838-26, which rezones the Old Town area to the new Old Town designation established through the Old Town Master Plan and Form-Based Code.

This item represents the zoning implementation of the Old Town planning process. While the Master Plan establishes the community's vision and Ordinance 837-26 amends the Unified Development Code to create the regulatory framework, this rezoning action applies that framework to the properties within Old Town. Adoption of this ordinance formally places the area under the new Old Town zoning district.

The rezoning is intended to:

- Align existing zoning with the adopted Old Town vision;
- Provide predictable, place-based standards tailored to the historic context of Old Town;
- Protect established neighborhoods while allowing compatible infill and reinvestment; and
- Support a walkable, small-town environment for residents, businesses, and visitors.

Importantly, the new designation is designed to preserve existing uses and patterns while guiding future development toward forms and scales that are compatible with the surrounding context. The rezoning does not require property owners to change how their properties are currently used. Instead, it

establishes standards for how future development or redevelopment will occur over time.

Notice of the public hearing has been provided in accordance with state law and City ordinances. Following the public hearing, Council may take action to adopt Ordinance 838-26 or provide direction to staff.

Staff recommends consideration of this rezoning as a necessary step to implement the Old Town Master Plan and ensure that the regulatory framework adopted by Council is effectively applied within the Old Town area.

City Attorney Review: Yes

Attachments:

1. OT Rezone Ordinance-FINAL

ORDINANCE NO. 838-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, REZONING CERTAIN PROPERTIES DEPICTED IN *EXHIBIT A* TO THE “OLD TOWN” ZONING DISTRICT; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Justin has completed the Old Town Master Plan and adopted amendments to the Unified Development Code establishing a new “Old Town” zoning district and regulatory framework; and

WHEREAS, the City Council desires to implement that framework by rezoning the properties within the Old Town area to the new “Old Town” designation; and

WHEREAS, the properties proposed for rezoning are depicted on the map attached hereto as *Exhibit A* and incorporated herein by reference; and

WHEREAS, notice of a public hearing was provided in accordance with state law and the City’s ordinances, and the City Council conducted a public hearing on this rezoning request; and

WHEREAS, the City Council finds that rezoning the subject properties to the “Old Town” zoning district is consistent with the City’s adopted plans, promotes the public health, safety, and welfare, and implements the community’s vision for Old Town;

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

SECTION 1. All properties depicted within *Exhibit A* attached hereto are hereby rezoned from their existing zoning classifications to the “Old Town” zoning district.

SECTION 2. The purpose of this rezoning is to apply the Old Town regulatory framework to the subject properties and ensure that future development, redevelopment, and reinvestment within the Old Town area occur in a manner consistent with the adopted Old Town Master Plan and Unified Development Code. Existing lawful uses may continue in accordance with the City’s Code of Ordinances.

SECTION 3. Upon the effective date of this ordinance, all development, redevelopment, and use of property within the area shown on *Exhibit A* shall be governed by the standards and provisions of the “Old Town” zoning district as set forth in the Unified Development Code.

SECTION 4. The City Secretary is hereby directed to cause the zoning map and any related records of the City to be amended to reflect the rezoning established by this ordinance.

SECTION 5.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance.

SECTION 6.

This ordinance shall take effect immediately upon its passage and adoption.

DULY PASSED by the City Council of the City of Justin, Texas, on the 22nd day of January 2026.

On first reading, the 22nd day of January 2026.

On the second and final reading, the 12th day of February 2026.

APPROVED:

James Clark, Mayor

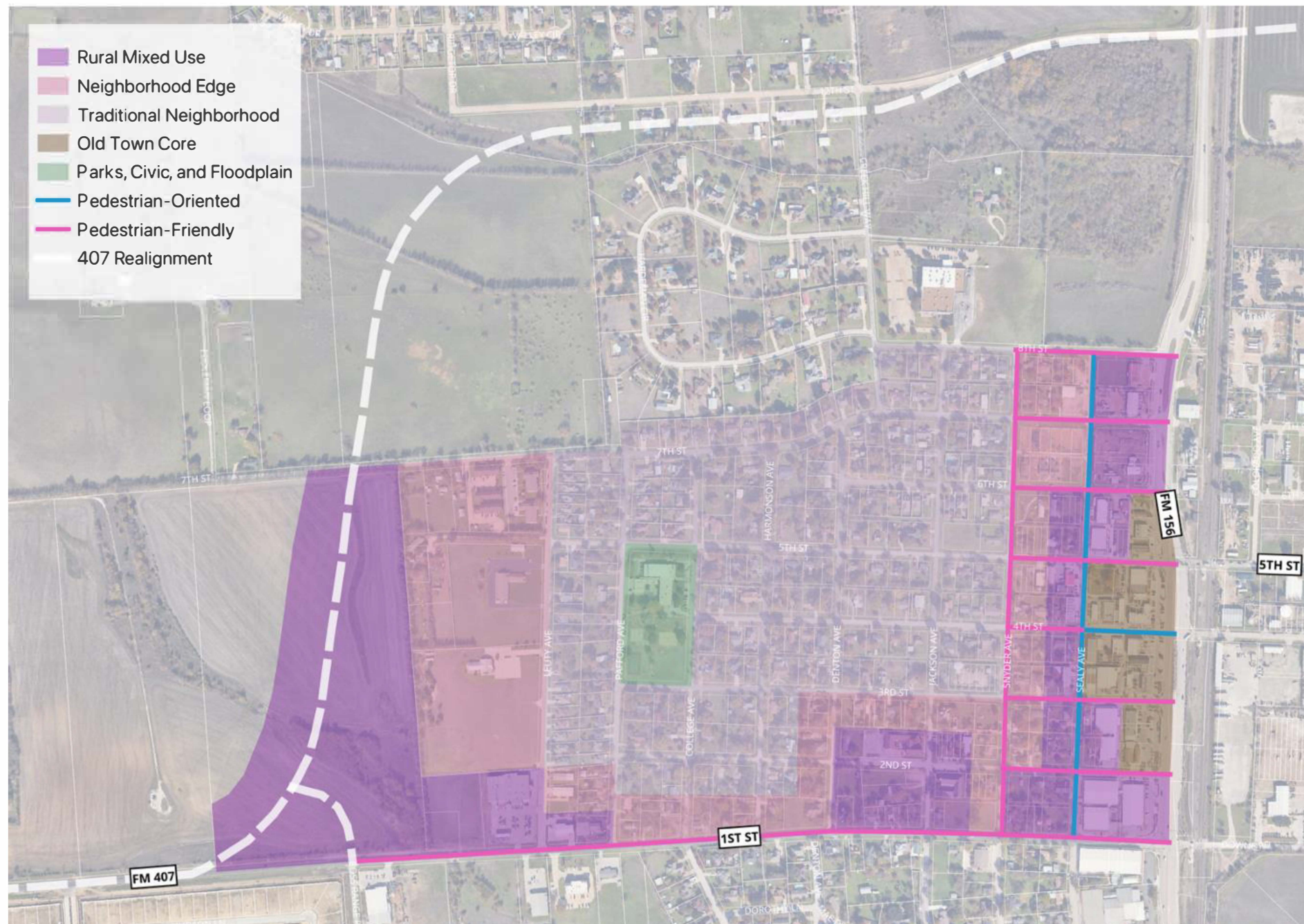
ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A





City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider adopting Ordinance 831-26, second and final reading to repeal Ordinance 781-25 the Demolition Permit Moratorium; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration.

Background:

On March 27, 2025, City Council instituted a demolition permit moratorium within the Old Town Area. The purpose of this action was to temporarily pause demolition and redevelopment activity while the City initiated and advanced the Old Town Master Plan. This pause was intended to ensure that future development aligned with the community's vision and Council's long-term goals for preserving the character of Old Town while guiding thoughtful reinvestment.

Since that time, the City has undertaken a comprehensive planning effort, including public input meetings, stakeholder interviews, and committee involvement from residents and business owners within the Old Town Area. The Master Plan and its necessary implementation components are now nearing completion.

With the Master Plan ready for adoption, the original purpose of the demolition permit moratorium has been fulfilled. In conjunction with adopting the Old Town Master Plan, repealing the demolition permit moratorium is appropriate and necessary. Doing so will allow property owners and developers to move forward under a clear and updated framework that reflects Council's goals, community input, and the newly established standards for the Old Town Area.

Staff recommends that City Council consider repealing the demolition permit moratorium concurrent with adoption of the Old Town Master Plan to ensure consistency, provide regulatory certainty, and allow redevelopment to proceed in accordance with the City's adopted vision.

City Attorney Review: No

Attachments:

1. Ordinance 781-25 Demolition permit Building Code Section 10-27 3_27_2025 (2)
2. Ordinance 831-26 Repealing of Demolition Moratorium Ordinance

ORDINANCE NO. 781-25

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS AMENDING CHAPTER 10 – BUILDINGS AND BUILDING CODE THROUGH THE ADDITION OF NEW SECTION 10-27, DEMOLITION PERMITS AND ECONOMIC HARDSHIP, PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Justin, Texas declares that as a matter of public policy, protection, preservation, and enhancement of architecturally significant and historic structures is necessary to promote the economic, cultural, educational, and general welfare of the City of Justin; and

WHEREAS, the unique identity of the City of Justin Old Town, as described and identified herein, has a unique identity and the history of that area has produced significant, historic, architectural, and cultural resources; and

WHEREAS, the unnecessary destruction of significant and historic structures within the City of Justin Old Town, as described and identified herein, threatens the economic, cultural, educational, and general welfare of the citizens of the City of Justin; and

WHEREAS, the City Council finds that it is in the best interest of the health safety, and welfare of the public to adopt this Ordinance; and

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

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

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

SECTION 2. That chapter 10 of the City of Justin Code of Ordinances is hereby amended through the addition of Section of Chapter 10 Section 27 to read as follows:

- (a) “Old Town” shall mean the area within the boundaries as follows: Beginning on West 12th Street proceeding East to North FM Rd 156, proceeding South on N FM 156 to West 1st Street, proceeding West on West 1st Street to Leuty Street, proceeding north on Leuty Street to West 7th Street, proceeding East on West 7th Street to 12th Street, proceeding East on 12th Street to N FM 156.
- (b) A demolition permit for a structure within Old Town shall be required. A demolition permit for a

structure within Old Town shall not be issued until an application for certificate of appropriateness is reviewed and approved by City Council.

The following information must be supplied in the application before it may be considered complete:

1. Information describing the condition of the structure. The estimated costs of repair or restoration;
 2. Demonstration that the adaptive use or restoration of the structure was seriously contemplated. Any historic records of the structure;
 3. Architectural drawings of any proposed new structure(s);
 4. Any voluntary conditions for any proposed new structure(s) mitigating the loss of the existing structure;
 5. Any other information staff finds appropriate for the rendering of a decision on the application;
- (c) The City Council shall hold a public meeting on the application within 60 days of receipt the completed application. A copy of the decision shall be forwarded to the City Council.
- (d) An applicant whose demolition permit has been denied may apply for hardship relief. In order to prove the existence of hardship, the applicant shall have the burden to establish that:
1. The property is incapable of earning a reasonable return on the owner's investment;
 2. The property cannot be adapted for another use that can result in a reasonable return;
 3. No potential purchaser of the property with a reasonable offer who intends to preserve it can be identified.
- (e) The City Council shall hold a public meeting on the hardship application within 60 days following the receipt of the hardship application, at which time the proponents and opponents of the application may present their views. The City Council, may seek expert assistance in the field(s) of real estate development, appraisal, financing, and related areas.
- (f) All decisions shall be in writing. Copies shall be sent to the applicant and a copy filed with the City secretary."

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

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

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

DULY PASSED by the City Council of the City of Justin, Texas, on the 27th day of March 2025.

On first reading, the 27th day of February 2025.

On the second and final reading, the 27th day of March 2025.

APPROVED:



James Clark, Mayor

ATTEST:

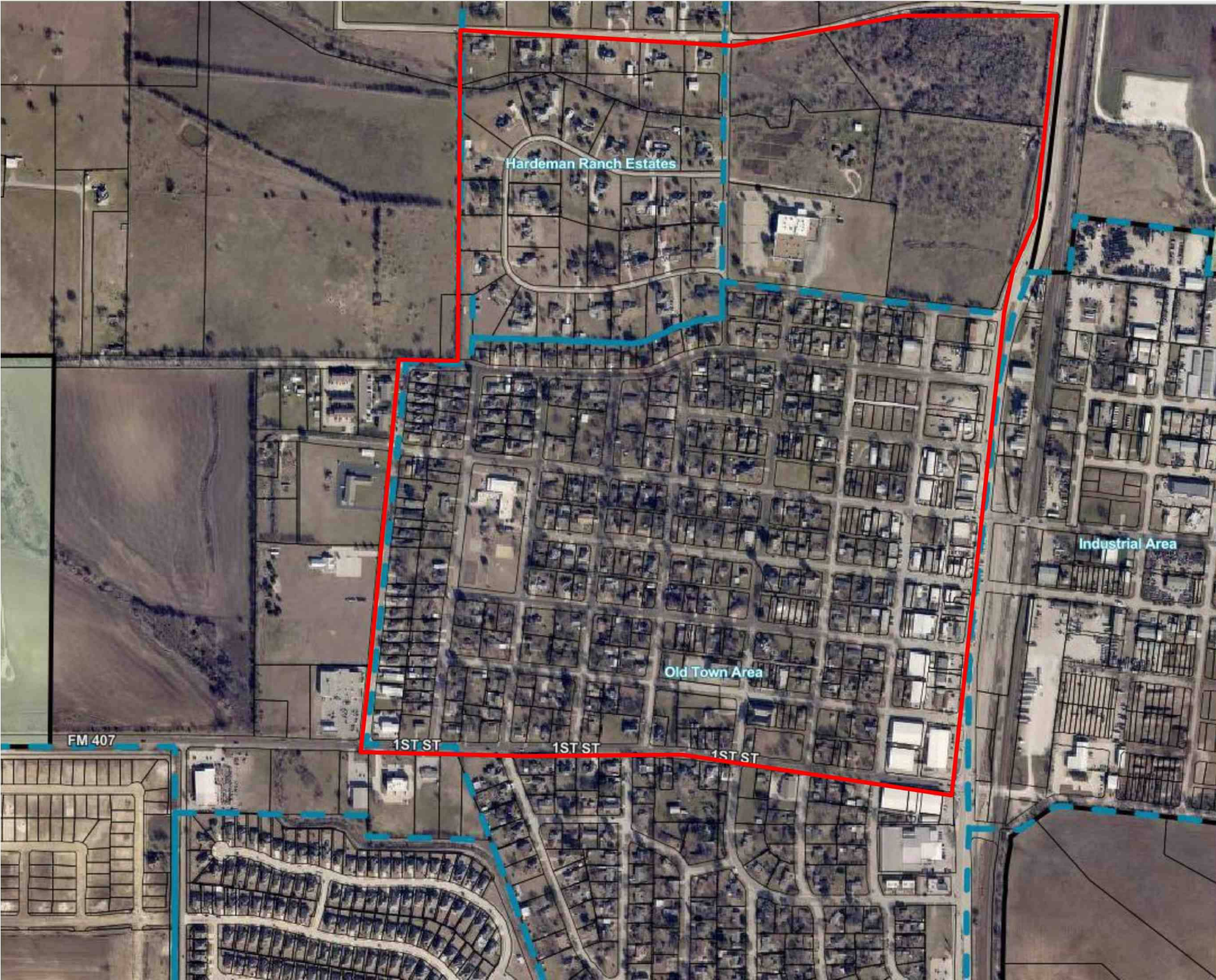


Amy Piukana, City Secretary

APPROVED AS TO FORM:



City Attorney



ORDINANCE NO. 831-26

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS REPEALING ORDINANCE NO. 781-25 AND REMOVING SECTION 10-27, “DEMOLITION PERMITS AND ECONOMIC HARDSHIP,” FROM CHAPTER 10 – BUILDINGS AND BUILDING CODE OF THE CITY CODE OF ORDINANCES; PROVIDING FINDINGS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 27, 2025, the City Council adopted Ordinance No. 781-25, which added Section 10-27 to Chapter 10 of the City of Justin Code of Ordinances and instituted a demolition permit moratorium within the Old Town Area in order to pause demolition activity while the City initiated the Old Town Master Plan; and

WHEREAS, the purpose of the demolition permit moratorium was to allow the City sufficient time to engage residents, businesses, and stakeholders, and to prepare a comprehensive Old Town Master Plan to guide future development and preservation efforts; and

WHEREAS, the Old Town Master Plan and its associated implementation components are now nearing completion and are ready for consideration by City Council; and

WHEREAS, in conjunction with the adoption of the Old Town Master Plan, the City Council finds that the continued application of the demolition permit moratorium is no longer necessary and that repeal is appropriate in order to allow development to proceed under the adopted vision and standards for the Old Town Area; and

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

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

SECTION 1. The foregoing recitals are found to be true and correct and are incorporated herein as if fully set forth.

SECTION 2. Ordinance No. 781-25, adopted on March 27, 2025, is hereby repealed in its entirety.

SECTION 3. Section 10-27, entitled “Demolition Permits and Economic Hardship,” is hereby removed from Chapter 10 – Buildings and Building Code of the City of Justin Code of Ordinances.

SECTION 4. This Ordinance shall be cumulative of all other ordinances of the City of Justin, Texas, and shall not operate to repeal or affect any such ordinances except insofar as they are inconsistent or in conflict herewith, in which event such conflicting ordinances are hereby repealed to the extent of the conflict.

SECTION 5.

If any section, article, paragraph, sentence, clause, phrase, or word of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions notwithstanding such invalidity.

SECTION 6.

This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED by the City Council of the City of Justin, Texas, on the 11th day of December 2025.

On first reading, the 22nd day of January 2026.

On the second and final reading, the 12th day of February 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider adopting Ordinance 832-26, second and final reading ordering a General Election to be held on May 2, 2026, for the purpose of electing a Mayor, Place 4, Place 5, and Place 6, City Council seats; and take appropriate action.

Department: Administration

Contact: Amy Piukana, City Secretary

Recommendation:

Motion to adopt Ordinance 832-26, as presented.

Background:

With terms expiring for Mayor, City Council Place 4, Place 5, and Place 6, the City will hold a General Election on May 2, 2026, to elect members. The proposed Ordinance orders the General Election and authorizes a Joint Election Order with other Denton County Political Subdivisions, and authorizes Denton County Elections to conduct the City election.

City Attorney Review: No

Attachments:

1. Ord May 2026 General Election Order
2. Ord May 2026 General Election - Spanish Version

ORDINANCE NO. 834-26

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS (“CITY”), CALLING FOR A GENERAL MUNICIPAL ELECTION ON SATURDAY, MAY 2, 2026, FOR THE PURPOSE OF ELECTING MAYOR FOR A THREE (3) YEAR TERM, AND FOR THE ELECTION OF CITY COUNCIL PLACE FOUR, PLACE FIVE, AND PLACE SIX TO SERVE TWO (2) YEAR TERMS, AUTHORIZING NOTICE OF ELECTION; AUTHORIZING A JOINT ELECTION ORDER WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING THE CITY SECRETARY TO ENTER INTO AN AGREEMENT WITH DENTON COUNTY FOR THE ELECTION; FIXING THE TIME, PLACE, AND MANNER OF HOLDING SAID ELECTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

SECTION 2. That, a General Municipal Election be and the same is hereby ordered to be held on the first Saturday in May 2026, the same being May 2, 2026, for the purpose of electing Mayor for

a three (3) year term and City Council Members Place four, Place five and Place six for two (2) year terms.

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

SECTION 4. That, the election shall be held jointly with the Denton County, and other Denton County governmental entities on May 2, 2026, pursuant to Section 11 of the Texas Education Code and Section 271 of the Texas Election Code. The costs of said election shall be shared by the governmental entities as set forth in the Election Services Contract which will be on file in the City Secretary's office.

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

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

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

SECTION 9. That, the City Secretary, with the concurrence of the City Council, is hereby authorized to execute the Election Services Contract, and any amendments thereto, on behalf of the City. The City Secretary is authorized to prepare a Notice of Election as prescribed by the Texas Election Code, to be posted not later than April 11, 2026, and published in accordance with the provisions of the Code and the City Charter one time, no earlier than April 2, 2026, and no later than April 22, 2026.

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

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 22nd DAY OF JANUARY , 2026.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE 12th DAY OF FEBRUARY, 2026.

APPROVED:

Mayor, James Clark

ATTEST:

City Secretary, Amy M. Piukana

APPROVED AS TO FORM:

City Attorney, Matthew Boyle

ORDENANZA N.º 834-25

UNA ORDENANZA DE LA CIUDAD DE JUSTIN, TEXAS ("CIUDAD"), QUE CONVOCA A UNA ELECCIÓN MUNICIPAL GENERAL EL SÁBADO 2 DE MAYO DE 2026, CON EL PROPÓSITO DE ELEGIR ALCALDE PARA UN PERÍODO DE TRES (3) AÑOS, Y PARA LA ELECCIÓN DE LOS LUGARES CUATRO, CINCO Y SEIS DEL CONCEJO MUNICIPAL PARA SERVIR POR DOS (2) AÑOS, AUTORIZANDO EL AVISO DE ELECCIÓN; AUTORIZANDO UNA ORDEN DE ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS DEL CONDADO DE DENTON; AUTORIZANDO A LA SECRETARÍA MUNICIPAL A CELEBRAR UN ACUERDO CON EL CONDADO DE DENTON PARA LA ELECCIÓN; FIJANDO EL TIEMPO, LUGAR Y MANERA DE CELEBRAR DICHA ELECCIÓN; Y PROPORCIONANDO UNA FECHA DE ENTRADA EN VIGOR.

CONSIDERANDO que, bajo las disposiciones de la ley estatal, el Concejo Municipal convoca una Elección Municipal General con el propósito de elegir Alcalde por un período de tres (3) años, y para la elección de los Lugares Cuatro, Cinco y Seis del Concejo Municipal por un período de dos (2) años; y

CONSIDERANDO que la Sección 41.001(a) del Código Electoral de Texas, según enmienda, establece que las elecciones generales y especiales de funcionarios municipales se celebren en fechas uniformes de elección, siendo el primer sábado de mayo o el primer martes después del primer lunes de noviembre; y

CONSIDERANDO que la Sección 11.0581(a) del Código de Educación de Texas requiere que los distritos escolares independientes (ISD) celebren su elección general para fideicomisarios en la misma fecha que la elección para los miembros del órgano de gobierno de un municipio ubicado en el distrito escolar; la elección general para funcionarios estatales y del condado, o la elección para los miembros del órgano de gobierno de un distrito hospitalario; y

CONSIDERANDO que la Sección 271 del Código Electoral de Texas autoriza que las elecciones ordenadas por las autoridades de dos o más subdivisiones políticas que se celebren el mismo día en todo o parte del mismo condado se celebren conjuntamente en los distritos electorales que puedan ser atendidos por lugares de votación comunes; y

CONSIDERANDO que la Ciudad está autorizada por ley para adoptar las disposiciones contenidas en el presente documento, y ha cumplido con todos los requisitos previos necesarios para la aprobación de esta ordenanza; y

CONSIDERANDO que se han cumplido todos los requisitos legales y constitucionales para la aprobación de esta ordenanza, incluyendo, entre otros, la Ley de Reuniones Abiertas; y

CONSIDERANDO que el propósito de esta ordenanza es promover la salud pública, la seguridad y el bienestar general de los ciudadanos de la Ciudad de Justin.

POR LO TANTO, SE ORDENA POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE JUSTIN, TEXAS:

SECCIÓN 1. Que todos los asuntos mencionados anteriormente se consideran verdaderos y correctos y se incorporan aquí por referencia como si se copiaran en su totalidad.

SECCIÓN 2. Que se ordena celebrar una Elección Municipal General el primer sábado de mayo de 2026, siendo el 2 de mayo de 2026, con el propósito de elegir Alcalde por un período de tres (3) años y Miembros del Concejo Municipal Lugares Cuatro, Cinco y Seis por períodos de dos (2) años.

SECCIÓN 3. Que dicha elección se celebrará de conformidad con el Código Electoral del Estado de Texas, las leyes del Estado de Texas, la Carta Orgánica de la Ciudad, esta ordenanza de la Ciudad de Justin, Texas, y en conformidad con los procedimientos establecidos en el presente documento.

SECCIÓN 4. Que la elección se celebrará conjuntamente con el Condado de Denton y otras entidades gubernamentales del Condado de Denton el 2 de mayo de 2026, conforme a la Sección 11 del Código de Educación de Texas y la Sección 271 del Código Electoral de Texas. Los costos de dicha elección serán compartidos por las entidades gubernamentales según lo establecido en el Contrato de Servicios Electorales que estará archivado en la oficina de la Secretaría Municipal.

SECCIÓN 5. Que se crea un único distrito electoral, que consiste en el territorio ubicado dentro de los límites corporativos de la Ciudad de Justin, Texas, el lugar oficial de votación el Día de la Elección será el Ayuntamiento de Justin, 415 N. College Ave., Justin, Texas. Todos los votantes residentes y calificados de la Ciudad de Justin, Texas podrán votar en dicha elección. Además, los materiales electorales, según lo establecido en la Sección 272.005 del Código Electoral de Texas, se imprimirán en inglés y español para su uso en los lugares de votación durante la Votación Anticipada y el Día de la Elección.

SECCIÓN 6. Que el lugar de votación para dicha elección estará abierto de 7:00 a.m. a 7:00 p.m. el Día de la Elección.

SECCIÓN 7. Que, en cumplimiento con la Sección 85.004 del Código Electoral de Texas, la votación anticipada en persona se llevará a cabo en los diversos lugares de votación del Condado de Denton.

SECCIÓN 9. Que la Secretaría Municipal, con el consentimiento del Concejo Municipal, queda autorizada para ejecutar el Contrato de Servicios Electorales y cualquier enmienda al mismo en nombre de la Ciudad. La Secretaría Municipal está autorizada para preparar un Aviso de

Elección según lo prescrito por el Código Electoral de Texas, que se publicará a más tardar el 11 de abril de 2026, y se publicará conforme a las disposiciones del Código y la Carta Orgánica de la Ciudad una vez, no antes del 2 de abril de 2026 y no después del 22 de abril de 2026.

SECCIÓN 10. Que esta ordenanza entrará en vigor inmediatamente después de su aprobación, según lo dispuesto por la ley en tales casos.

APROBADA EN PRIMERA LECTURA POR EL CONCEJO MUNICIPAL EL DÍA 22 DE ENERO DE 2026.

APROBADA EN SEGUNDA LECTURA POR EL CONCEJO MUNICIPAL EL DÍA 12 DE FEBRERO DE 2026.

APROBADO:

Alcalde, James Clark

ATTEST:

Secretaria Municipal, Amy M. Piukana

APROBADO EN CUANTO A FORMA:

Abogado Municipal, Matthew Boyle



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 7. (CONSENT AGENDA)

Title: Consider approving Resolution 814-26 amending the Community Development Corporation/Economic Development Corporation (EDC/CDC) bylaws; and take appropriate action.

Department: Administration

Contact: Abbey Reece, Matthew Cyr, Director of Planning and Development

Recommendation:

Review changes and approve the resolution and bylaws as presented.

Background:

The EDC/CDC Boards are recommending an approval of a combined set of bylaws to eliminate confusion. The same 7 members are appointed to the board and Type A can fund B projects so this will help streamline documentation.

Of of the changes includes a provision that allows for consideration of applicants residing within the ETJ, subject to specific criteria in accordance with State law.

The other change is clarifying what happens when a board member was to run for office. There was some confusion last year on the term "suspend" activities on the board after running for office, and the new language clearly states they are forfeiting their position if they run for city council.

City Attorney Review: Yes

Attachments:

1. Justin_EDC_CDC_Combined_Bylaws - mlb edit
2. Resolution 814-26 EDC bylaws

BYLAWS OF THE JUSTIN ECONOMIC DEVELOPMENT CORPORATION (Type A) AND JUSTIN COMMUNITY DEVELOPMENT CORPORATION (Type B)

ARTICLE I – PURPOSE AND POWERS

Section 1. Purpose

The Justin Economic Development Corporation (“EDC” or “A Board”) and the Justin Community Development Corporation (“CDC” or “B Board”) are each public instrumentalities and nonprofit corporations created under Chapters 501–505 of the Texas Local Government Code (formerly Article 5190.6, the Development Corporation Act of 1979), for the purposes set forth in their respective Articles of Incorporation. Each corporation acts on behalf of the City of Justin, Texas (“City”) as its duly constituted authority and instrumentality.

Section 2. Powers

Both corporations shall have all powers conferred by law and their Articles of Incorporation, including but not limited to:

- Developing policies and procedures consistent with City Council policy;
- Acquiring, leasing, developing, improving, or selling property within or adjacent to the City limits;
- Financing or constructing facilities and infrastructure to promote economic or community development;
- Making loans or guarantees, issuing bonds or obligations (with City Council approval);
- Employing or contracting for staff and professional services;
- Promoting and marketing the City consistent with statutory purposes; and
- Performing any other lawful functions authorized by the Act.

ARTICLE II – BOARD OF DIRECTORS

Section 1. Powers, Number, and Term of Office

The property and affairs of each corporation shall be managed and controlled by its respective Board of Directors, subject to these Bylaws, the Articles of Incorporation, and applicable law. Each Board shall consist of seven (7) members appointed by the Justin City Council for two-year terms, beginning January 1. Odd-numbered seats (1, 3, 5, 7) expire December 31 of odd-numbered years, and even-numbered seats (2, 4, 6) expire December 31 of even-numbered years. Board members serve at the pleasure of the City Council and may be removed at any time.

Section 2. Membership Requirements

⚠️ Highlighted Update – Revised Eligibility (Per State Law for Cities Under 20,000 Population):

For cities with a population of less than 20,000, a Board member of either the A or B Board

must meet one of the following residency requirements:

1. Live in the City;
2. Live in the county in which the major part of the City is located; or
3. Live within ten (10) miles of the City and in a county bordering the county in which the major part of the City is located.

Section 3. Selection Criteria

Board members shall be selected based on interest in the corporations' work, special expertise (including finance, accounting, law, marketing, or management), and a demonstrated record of public service. Any member who files for public office will forfeit their position on the EDC/CDC Boards. They will have an opportunity to apply again should they not be elected to the City Council.

Section 4. Meetings

Each Board shall meet at least four (4) times per year. Meetings shall comply with the Texas Open Meetings Act and be held within the City when feasible. The annual meeting shall be held in the final quarter of the fiscal year and may coincide with a City Council meeting.

Section 5. Attendance and Quorum

A majority of members shall constitute a quorum. Members absent for three consecutive meetings (or five in a fiscal year) without approved leave may be deemed to have vacated their seat.

Section 6. Committees

Each Board may establish committees, subject to Open Meetings requirements. Committees may include non-Board members but final actions must be taken by the full Board.

Section 7. Compensation and Training

Board members shall not receive compensation but may be reimbursed for reasonable expenses. All members shall complete required 4A/4B Sales Tax and Economic Development training within one year of appointment, at the corporations' expense.

ARTICLE III – OFFICERS

Each Board shall elect from among its members a President, Vice President, and Secretary annually in January. Officers serve one-year terms and may be re-elected.

- The President presides over meetings, may call special meetings, and signs authorized documents.
- The Vice President acts in the President's absence.
- The Secretary maintains records, gives notice, and ensures compliance with the Public Information Act.

ARTICLE IV – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

1. Each Board shall submit an annual budget and work plan to the City Council at least thirty (30) days before the start of each fiscal year.

2. Financial records shall be maintained in accordance with GAAP and audited annually.
3. All bond issuances or debt obligations require prior City Council approval.
4. All funds shall be deposited and invested consistent with City policies and State law.
5. Expenditures must conform to the approved budget and the purposes authorized by the Act.

ARTICLE V – GENERAL PROVISIONS

- Both Boards shall utilize City staff and officers as authorized, with reasonable reimbursement to the City.
- Meetings and procedures shall follow Robert’s Rules of Order (Newly Revised).
- Conflicts of interest shall be governed by Chapter 171, Texas Local Government Code.
- The fiscal year shall coincide with that of the City.
- Indemnification of directors and officers shall be provided to the fullest extent permitted by law.

ARTICLE VI – EFFECTIVE DATE AND AMENDMENTS

1. These unified Bylaws become effective upon adoption by both the A and B Boards and approval by the Justin City Council.
2. Amendments require majority Board approval and subsequent City Council approval.
3. Upon dissolution, all assets shall revert to the City as provided by law.

RESOLUTION NO. 814-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING E GRANT APPLICATION TO PROVIDE MATCHING FUNDS FOR THE POLICE DEPARTMENT.

WHEREAS, the City of Justin has established both a Type A Economic Development Corporation (EDC) and a Type B Community Development Corporation (CDC) pursuant to Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, the City Council appoints the same seven (7) members to serve concurrently on both the EDC and CDC Boards; and

WHEREAS, pursuant to State law, Type A corporations may fund eligible Type B projects, creating overlap in governance, project consideration, and administrative procedures; and

WHEREAS, the existence of separate bylaws for the EDC and CDC has resulted in confusion and duplicative documentation for board members, staff, applicants, and the public; and

WHEREAS, the EDC/CDC Board has reviewed its governing documents and recommends approval of a single, combined set of bylaws to streamline operations, improve clarity, and ensure consistent governance; and

WHEREAS, one of the proposed amendments includes a provision allowing for consideration of applicants residing within the City's extraterritorial jurisdiction (ETJ), subject to specific eligibility criteria and in accordance with applicable State law; and

WHEREAS, an additional amendment clarifies board member eligibility in the event a member chooses to run for elective office, and expressly provides that a board member forfeits their position upon becoming a candidate for City Council, eliminating prior ambiguity regarding the term "suspension" of board activities; and

WHEREAS, the City Council finds that adoption of a consolidated set of bylaws is in the best interest of the City and will promote transparency, efficiency, and compliance with State law;

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

Section 1. The City Council hereby approves and adopts a single, consolidated set of bylaws governing the EDC/CDC Board, which replaces and supersedes the previously adopted separate bylaws of the Economic Development Corporation and the Community Development Corporation.

Section 2. The consolidated bylaws include provisions allowing for consideration of applicants residing within the City's extraterritorial jurisdiction (ETJ), subject to defined criteria and in full compliance with applicable State law.

Section 3. The consolidated bylaws clarify that any EDC/CDC Board member who becomes a candidate for City Council shall forfeit their position on the board effective upon filing for office.

Section 4. The Mayor or City Manager is authorized to take all necessary actions to implement this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

DULY PASSED by the City Council of the City of Justin, Texas, on the 12th day of February, 2026.



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 8. (CONSENT AGENDA)

Title: Consider approving Resolution 815-26 supporting an EGrant application for the Police Department; and take appropriate action.

Department: Administration

Contact: Brian Frieda, Police Chief

Recommendation:

Staff recommends the City Council approve Resolution 815-26.

Background:

This program further strengthens our participation in the City of Ft. Worth's Real Time Crime Center and assists in the FUSUS program with the City of Roanoke. As for the City of Justin, this program allows two separate docking locations to be placed in the city; these stations each house one drone that is able to be launched remotely, operate and return to their docks without maintaining line of sight restrictions. The "missions" that these drones would be utilized for will be prioritized in importance and to assist in all public safety and emergency management related matters, whereby providing real-time video and, in some cases, audio feedback to the crime center, the emergency operations center, as well as police and fire apparatus. Given the City of Justin's location to Alliance and several other airstrips, warehouses, railroad, and other critical infrastructure resources, this project is of great importance regarding Life, Health, and Safety to our community.

City Attorney Review: No

Attachments:

1. Axon Air DFR Dock Feature to Value Card EN_US
2. Skydio_Axon Product Card
3. Resolution 815-26 EGrant PD

DFR Dock Bundle

Item	What It Is	Why It Matters
Skydio X10 Dock Hardware Kit	Includes one (1) Skydio X10 Ready Kit (2.4/5 GHz, 5G/LTE Ready: SIM Card Included, IR) NA + VT300-Z, one (1) Skydio NightSense with IR Attachment for X10.	Provides all supporting X10 hardware for 24/7 patrol-based operations, including NightSense for dependable, ready-to-fly operations—even in total darkness.
X10 Dock DFR Subscription Plan with Data	Skydio X10 DFR Plan enables public safety agencies to operate Drone as First Responder programs with DFR Command. Includes one (1) Skydio DFR Command for X10 Dock subscription and one (1) cellular data plan for the X10. Includes access to all Skydio Extend APIs, Axon Integrations, and Extend Partner Integrations. Price is annual per drone.	Enables autonomous DFR operations with the X10 dock, combining cellular connectivity, DFR Command software, and seamless integration with Axon and partner platforms for connected, real-time response.
Axon Air — Axon Evidence Unlimited Storage per Drone	This Axon Air data storage license allows for unlimited data upload, ingestion into Axon Evidence, and individual data tracking generated from drone devices.	Keeps drone flight data secure and organized without concerns about evidence generation limits.
Axon Air — Professional Implementation	Remote and/or onsite implementation services by a dedicated Professional Services Manager (PSM) to support Axon Air systems deployment. As the customer's single point of contact and trusted partner, PSM oversees end-to-end project delivery (system setup, account configuration, regulatory alignment, training coordination, flight operations onboarding, and hardware unboxing) to ensure HW is fully prepared for operational use. This continuity ensures a seamless experience and builds a strong foundation for long-term program success. PSMs coordinate with key Axon Air vendors and partners to ensure smooth integration with third-party platforms, including data storage and fleet management systems. Designed to accelerate operational success, prepare agencies for UAS program growth, and deliver the highest standard of service.	Ensures your Axon Air system is configured and optimized for new or expanding programs, with a dedicated PSM overseeing setup and integrations for seamless operation.
Axon PSO Onsite Support	Full-day, in-person deployment led by an Axon Professional Services Manager who configures hardware, integrates systems, and trains personnel directly at the customer's location to ensure complete operational readiness.	Provides expert, hands-on setup and training to ensure your agency's systems are properly configured and your team is ready to operate confidently from day one.

Item	What It Is	Why It Matters
Skydio X10 Dock DFR Services — Premium Solution	Includes one (1) parachute for X10 plan. The plan covers one (1) parachute attachment hardware with unlimited deployment repacks and useful life hardware replacements as determined by Skydio. Customer is responsible for the replacement of the parachute attachment on the drone in accordance with Skydio recommendation. Customer will be charged the full cost of the parachute if Skydio fails to receive the replaced hardware within thirty (30) days of the shipment. Includes repair and preventative maintenance services on the Dock for X10 Flight System. Customer is responsible for maintaining system components in accordance with the Skydio Dock for X10 Flight System Maintenance Manual. Customer must contact Skydio Support to schedule maintenance and repairs. Repairs and replacements are conducted as-needed based on system faults detected within Skydio Cloud, or as reported by the Customer and mutually agreed upon based on diagnostics and troubleshooting. Field-replaceable components, shipping, handling, field services work hours and travel are included. Includes wearable drone parts (propellers and batteries). Customer is responsible for the replacement of batteries and propellers on the drone in accordance with Skydio recommendation. Includes access to a discounted and fixed repair and replacement price of \$990 per X10 vehicle, up to 3 units, 3 years, or end of the associated term — whichever comes first. Customer will be charged the full cost of the replacement drone if Skydio fails to receive payment of associated replacement fees (covered in T&C) within thirty (30) days of the shipment. Includes assistance with procuring regulatory waivers, where feasible, for use of Skydio products and services within Skydio's published product specifications. Includes access to Skydio Academy Online content. Price is annual per dock.	Delivers comprehensive safety and support by combining unlimited parachute refreshes, proactive dock maintenance, regulatory expertise, fixed repair pricing, and continuous access to Skydio Academy Online.
Skydio Assured Future Equipment X10 DFR Dock Hardware Refresh	SAFE refresh for dock operations, Years 2.5 – 5. Includes one (1) Skydio Assured Future Equipment — X10 Dock Ops Kit (Thermal) Refresh, one (1) Skydio Assured Future Equipment — NightSense Attachment. Years 5 – 7.5. Includes one (1) Skydio Assured Future Equipment - X10 Dock Bundle (Thermal) Refresh [Includes one (1) Dock, one (1) vehicle and accessories, one (1) external radio], one (1) Skydio Assured Future Equipment - NightSense Attachment.	Ensures long-term autonomy and system reliability through proactive equipment replacement, keeping your DFR Dock network optimized and mission-ready.

Item	What It Is	Why It Matters
Skydio X10 Dock Commissioning	Includes a pre-site survey that delivers a report on optimal Dock for X10 and C93 install location and any additional action items required before installation, Skydio deployment and set up services for one (1) site. Includes Remote and in-person support, on-site for up to 5 days. Skydio will assist with deployment strategy, connecting Skydio Dock & customer network infrastructure and troubleshooting. Skydio will assist with mission planning and data management, support, and troubleshooting. If an engineer is not present on site, an on-call engineer will support the on site representatives. Docks must be deployed and operated in compliance with Skydio's Dock Safety Guidelines, Dock Technical Package, and Dock Operator Manual to remain eligible for support.	Ensures a smooth, professional dock installation with onsite deployment support prepare your agency for autonomous operations.
Skydio Dock for X10 DFR Training	Includes three (3) day in-person training on the operation of Skydio Dock for X10, consisting of a ground school in the classroom and live flight training in the field. Covers hardware overview, subsequent setup, flight, mission planning & execution, best practices, environmental factors, and maintenance. For up to four (4) students. Participants receive a course completion certificate upon the successful completion of this training. Travel and lodging costs are included in this price.	Combines classroom and live-flight instruction on X10 dock operation, flight execution, mission planning, and maintenance to fully prepare your team for safe, autonomous DFR operations.

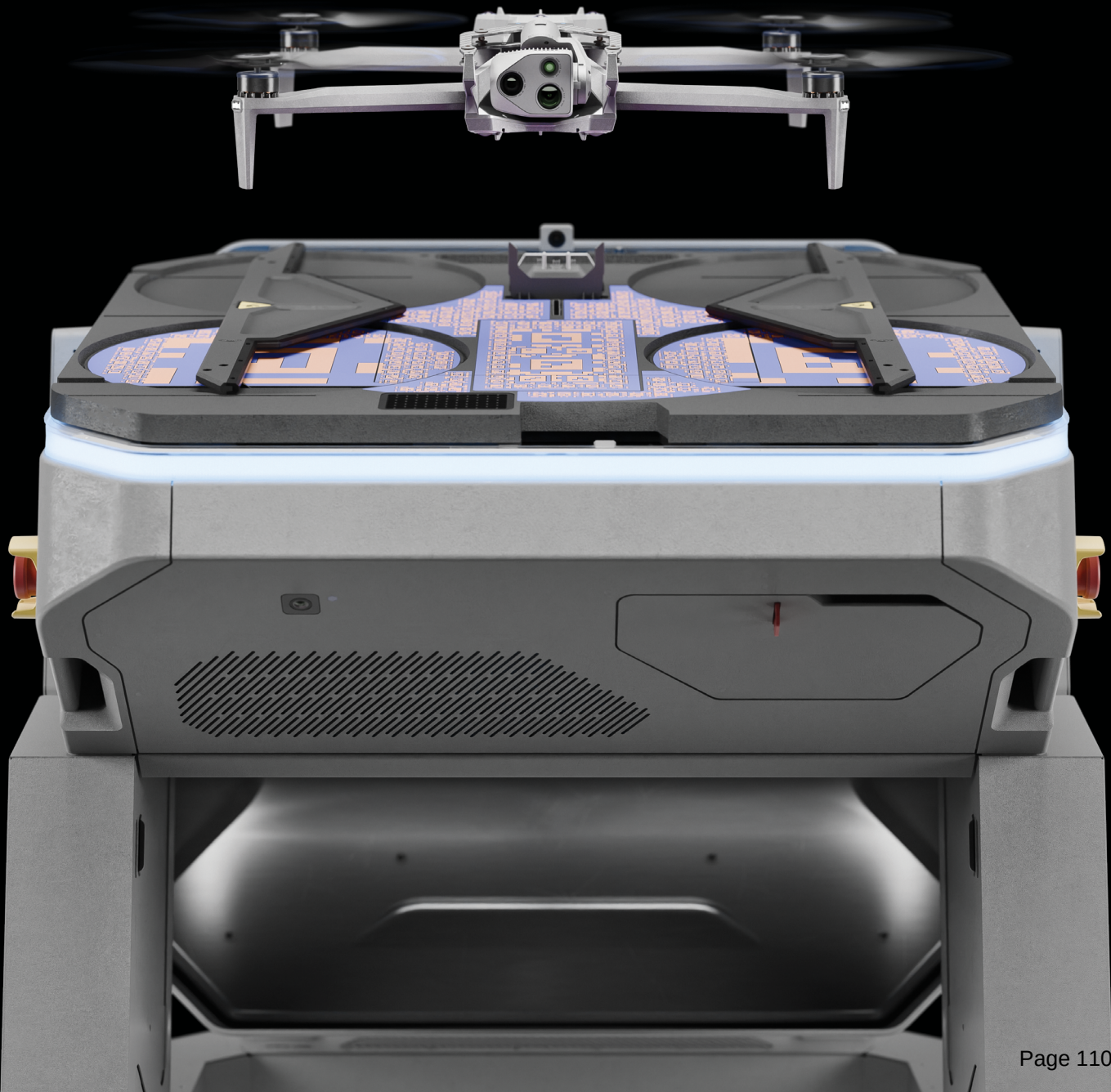
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Rapid response with intelligent flight

Gain rapid aerial insight from docked Skydio X10
drones that use autonomous navigation to help teams
assess incidents with greater clarity.



Overview



Always Ready, Always Connected

The Dock is built to endure demanding outdoor conditions and keep the X10 protected and ready for rapid response. Modular payloads and 5G connectivity support dependable availability at any hour, and NightSense enables safe navigation in low-light environments.

Trusted Performance, Seamless Integration.

The Skydio X10 streams live video into Axon Fusus for real-time command visibility, and media and telemetry transfer into Axon Evidence with preserved chain of custody. Built in the United States and fully NDAA compliant, the X10 and Dock deliver secure and dependable operations supported by CJIS compliant infrastructure.

Built for Autonomy, Ready for Response

The X10 and Dock serve as the outdoor backbone of Axon Air DFR. Built for reliable autonomous flight and fast deployment, the system provides live aerial visibility within seconds so teams can assess incidents sooner and respond with greater confidence.

Bundles built for DFR

Choose the right deployment model for your agency. Each bundle supports a different stage of DFR adoption, from patrol-led launches to full multi-dock operations.

DFR Patrol

Supports rapid, hand-flown drone deployment from patrol vehicles and enables remote flight operations for real-time visibility when needed. Includes one Skydio X10 and DFR Command for remote piloting and fleet management, with secure media transfer into Axon Evidence. Ideal for agencies extending aerial support without fixed site infrastructure.

DFR Dock

Delivers scalable docked operations with three Skydio X10 drones and three docks for continuous, multi-incident coverage. Includes DFR Command and DedroneBeyond for airspace awareness, with secure media transfer into Axon Evidence for policy-aligned case management. Ideal for agencies advancing toward full-scale, citywide DFR operations.

DFR Dock Pro

Delivers scalable docked operations with three Skydio X10 drones and three docks for continuous, multi-incident coverage. Includes DFR Command and DedroneBeyond for airspace awareness, with secure media transfer into Axon Evidence for policy-aligned case management. Ideal for agencies advancing toward full-scale, citywide DFR operations.

Axon Air X10/Dock Bundle Offerings

Hardware	DFR Patrol	DFR Dock	DFR Dock Pro	Description
X10 Hardware Kit	✓	—	—	Complete X10 kit that includes the drone, controller, batteries, charger, case, and propellers, with NightSense for safe low-light navigation.
X10 Dock Hardware Kit	—	✓	✓ (3×)	X10 drone and dock combination that supports continuous readiness and autonomous navigation once airborne, with NightSense for low-light operations.
Software & Services	DFR Patrol	DFR Dock	DFR Dock Pro	Description
X10 DFR Patrol Subscription Plan with Data	✓	—	—	Provides access to DFR Command for mission and fleet management along with a cellular data plan that supports remote piloting for patrol deployments.
X10 DFR Dock Subscription Plan with Data	—	✓	✓ (3×)	Provides access to DFR Command and a cellular data plan that supports remote piloting and continuous dock-based operations.
Axon Evidence Storage	✓	✓	✓ (3×)	Unlimited per-drone media storage in Axon Evidence with preserved chain of custody for secure, policy-aligned case management.
Professional Implementation	✓	✓	✓	Deployment support from an Axon Professional Services Manager who oversees setup, configuration, regulatory alignment, and training coordination for a seamless rollout.
Onsite Services and Support	✓	✓	✓	In-person setup, configuration, and operational support from Axon experts to ensure full readiness for live deployments.
DFR Patrol Services	✓	—	—	Support package that includes parachute coverage, discounted repairs, and access to Skydio Academy Online for ongoing pilot and program training.

Axon Air X10/Dock Bundle Offerings

Software & Services	DFR Patrol	DFR Dock	DFR Dock Pro	Description
DFR Dock Services	—	✓	✓ (3x)	Comprehensive support for docked operations including parachute coverage, recurring maintenance, discounted repairs, waiver assistance, and ongoing training resources.
X10 Hardware Refresh	✓	—	—	Scheduled refresh of X10 hardware to keep patrol deployments current, reliable, and ready for operational use.
X10 + Dock Hardware Refresh	—	✓	✓ (3x)	Scheduled refresh of X10 drones and dock hardware to maintain long-term reliability and operational readiness.
Dock Commissioning	—	✓	✓	Site survey, installation, and initial setup of the dock with onsite deployment support.
Dock DFR Training	—	✓	✓	Hands-on classroom and flight training focused on safe, confident docked operations using the X10 and DFR Command.

Dedrone	DFR Patrol	DFR Dock	DFR Dock Pro	Description
DedroneBeyond with Long-Range Radar	—	—	✓	Hardware system that uses long-range radar, RF, ADS-B, and optical sensors to provide airspace intelligence for safer BVLOS and higher-altitude operations.
Dedrone 1 YR Extended Warranty	—	—	✓	Extended hardware warranty coverage for Dedrone components to support long-term reliability.
DedroneBeyond Software Suite	—	—	✓	Software that integrates radar, camera, and ADS-B data to provide airspace intelligence and detect-and-avoid capabilities.
Dedrone Install Services	—	—	✓	Professional installation of Dedrone systems to support airspace monitoring and detect-and-avoid operations.

Optional Add-Ons

Hardware	Description
Spotlight	High-power illumination that improves visibility during low-light or nighttime operations.
Speaker	One-way audio broadcast from the X10 that supports communication and scene management when ground access is limited.
Dropper	Attachment that allows the X10 to deliver small essential items during tactical or emergency scenarios.
Software & Services	Description
Connect Fusion Plus	Adds an additional cellular link and SIM attachment for stronger, more reliable connectivity in complex RF environments.
X10 In-Person Training	Two-day, hands-on classroom and flight training that builds confident, mission-ready X10 pilots.
Embedded Program and Technical Services	Provides dedicated program and technical support including configuration guidance, workflow optimization, deployment planning, milestone coordination, troubleshooting, and ongoing best practices for drone and dock operations.

Why choose X10 and Dock

The Skydio X10 and Dock let agencies forward-deploy aerial coverage where it matters most, giving teams fast, reliable visibility from strategically placed docks. The system provides autonomous navigation once airborne, integrates seamlessly into Axon Fusus and Axon Evidence, and helps agencies modernize response with a dependable, ready-on-demand tool.

Reliable deployment from fixed locations

Designed to operate from docked positions in demanding environments, the X10 and Dock enable rapid drone availability and consistent readiness for unfolding incidents. Rugged construction, weather-tested design, and precision navigation support reliable operation in real-world conditions.

Intelligent flight with autonomous navigation

X10 uses advanced sensors and onboard AI to navigate safely and reach incidents quickly, giving teams clearer insight as situations unfold. NightSense supports low-light navigation, and autonomous routing helps the drone arrive faster so teams gain clarity sooner. These capabilities reduce pilot workload and support safer, more informed response.

Outdoor coverage for multi-incident support

Docked deployments make it possible to support overlapping calls and long-duration events without relying on ground-based pilots. Agencies can scale from a single dock to multi-site coverage as their DFR programs grow.

Seamless integration with Axon Fusus and Axon Evidence

Live video streams into Axon Fusus for real-time command visibility, and flight media and data transfer into Axon Evidence with preserved chain of custody. Together, these tools support a connected workflow from first response through final documentation.

Trusted, NDAA compliant hardware

The X10 is built in the United States and fully NDAA compliant. Its rugged design, secure connectivity, and CJIS compliant infrastructure support mission-critical reliability and long-term operational confidence.

Technical Specs

Color Camera

- Narrow: 64 MP, f/1.8, 4K/60fps
- Telephoto: 48 MP, f/2.2, 4K/60fps

Flight Time

- Up to 40 minutes

Range

- Up to 12km / 7.5mi

Thermal Camera

- 640×512 px FLIR Boson+ (radiometric)



Axon Air brings real-time visibility and dependable outdoor response to the moments that matter most. With the Skydio X10 and Dock supporting rapid deployment, Axon Fusus delivering live command insight, and Axon Evidence preserving secure chain of custody, agencies gain a clearer view of unfolding incidents and the confidence to act quickly. Axon Air helps teams protect their communities with precision, purpose, and trust.

For more information, [visit axon.com/air](https://axon.com/air) or contact your dedicated Axon Air Account Representative to learn how Axon can help transform your operations.

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Official drone and technology
partner of Axon Air



RESOLUTION NO. 815-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT TO THE GOVERNOR'S PUBLIC SAFETY OFFICE—FY 2027 CRIMINALJUSTICE GRANT PROGRAM FOR THE JUSTIN POLICE DEPARTMENT AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO APPLY FOR, ACCEPT,REJECT, ALTER, OR TERMINATE THE GRANT.

WHEREAS, the City Council Finds it in the best interest of the citizens of Justin, Texas, that the **"The Greater Justin Area DFR Program"** be operated for the 2027; and

WHEREAS, the **City Council** of the **City of Justin** agrees to provide matching funds for the said project if required by the **Governor's Office** grant application; and

WHEREAS, agrees that in the event of loss or misuse of the Office of the Governor funds, **City of Justin** assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, designates the **City Manager** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, designates the **Chief Financial Officer** as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

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

SECTION 1. That all provisions of the Resolutions of the City of Justin, Texas, in conflict with the provisions of this Resolution, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 2. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin, Texas, on the 12th day of February, 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 9. (CONSENT AGENDA)

Title: Consider approving Resolution No. 816-26 approving continued participation with the Steering Committee served by Oncor and authorizing the payment of 10 cents per capita to the Steering Committee; and take appropriate action.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Background:

The City of Justin has been a participating member of the Oncor Cities Steering Committee for more than 10 years, and the proposed Resolution simply continues our membership.

The Steering Committee of Cities Served by Oncor represents consumer interests in proceedings brought by the Oncor transmission and distribution utility, which remains rate regulated. Membership in this standing committee is determined by passage of a resolution by each governing body.

The Steering Committee is the most active consumer group advocating for the interests of cities and residential and small commercial customers within the cities to keep electric transmission and distribution (i.e., wires) rates reasonable. Steering Committee activities protect the authority of municipalities over the regulated wires service and rates charged by Oncor Electric Delivery Company, LLC ("Oncor").

The work undertaken by the Steering Committee has saved cities and ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice before the Public Utility Commission of Texas ("Commission" or "PUC"), ERCOT, the Legislature, and in the courts, the Steering Committee must have your support. The membership assessment is deposited in an account which funds Steering Committee activities.

On December 11, 2025, the Steering Committee approved the 2026 assessment for Steering Committee membership. Based upon the population-based assessment protocol previously adopted by the Steering Committee, the assessment for 2026 is a per capita fee of \$0.10 based upon the population figures for each city shown in the latest TML Directory of City Officials. The attached invoice represents the City of Justin's assessment amount.

City Attorney Review: Yes

Attachments:

1. Resolution 816-26 2026 OCSC Assessment
2. 2026 OCSC Invoice-Justin
3. OCSC 2025 Year in Review
4. 2026 City of Justin Contact Form ACSC OCSC
5. OCSC MASTER LIST (174 total) (10.6.25)(8350389.1)

CITY OF JUSTIN, TEXAS

RESOLUTION NO. 816-26

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF ELEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Justin is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2025 meeting set a budget for 2026 that compels an assessment of eleven cents (\$0.10) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

SECTION 1: That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Justin and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

SECTION 2: The City is further authorized to pay its assessment to the Steering Committee of eleven cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

SECTION 3: A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor, c/o City of Arlington*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PASSED AND APPROVED by the City Council of the City of Justin, Texas, the 12th day of February 2026.

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney

City of Arlington

C/O Oncor Cities Steering Committe
Attn: Brandi Stigler
PO Box 90231
Arlington, TX 76004

Invoice

Date	Invoice #
1/12/2026	26-80

Bill To
City of Justin

Item	Population	Per Capita	Amount
2026 Membership Assessment	6,456	0.10	645.60
Make check payable to: City of Arlington, C/O Oncor Cities Steering Committee, Attn: Brandi Stigler, PO Box 90231, Arlington, Texas 76004			Total \$645.60

2025 OCSC Newsletter

Steering Committee of
Cities Served by
Oncor

2025 YEAR IN REVIEW ISSUE

This past year was an active one for the Steering Committee of Cities Served by Oncor. This Year in Review edition of the OCSC newsletter highlights significant 2025 events and looks ahead to 2026.



ONCOR 2025 YEAR IN REVIEW

Oncor Files 2025 Rate Case Ahead of Schedule; Reaches Settlement with OCSC, Other Parties

The OCSC and other interested parties have reached a settlement with Oncor Electric in a rate case under which the Dallas utility seeks to collect an additional \$834 million annually, or approximately 13 over the company's present revenues of \$6.4 billion.

Although the details have yet to be revealed, a letter was filed with the Public Utility Commission on Nov. 13, 2025, stating a settlement with parties has been reached in principle.

If approved without changes, the utility's initial rate request will add approximately \$7 to monthly bills of 1,000 kilowatt hours of use. According to Oncor, that would represent a 4.7 percent bill increase.

Oncor filed for the base rate change on June 26, which was more than a year ahead of schedule. The company indicated it filed early because of "hyper-growth" in its service territory and because it wants to profit from its investments more quickly.

Oncor's rate filing is based on system-wide financial results for the 12-month test year ending on Dec. 31, 2024. If approved without changes, the added \$834 million would represent a 13 percent increase over current annualized revenues of \$6.4 billion, according to the company.

In mid-November, parties to the pending rate case, including municipal and industry intervenors, notified the Administrative Law Judge of the settlement in principle. However, the formal settlement agreement has not yet been filed with the PUC.

Find more information under Docket No. 58306.



Decatur, McGregor, and Thorndale Join OCSC in 2025

The Steering Committee of Cities Served by Oncor has added three new members in 2025: the cities of Decatur, McGregor and Thorndale. With these new additions, OCSC now has 174 members.

Decatur

With a population of about 6,500, this charming town, about 40 miles northwest of Fort Worth, is named for the naval hero Stephen Decatur. In 1857, a post office was opened, and the first school was established in 1857. Decatur's crown jewel, the Wise County Courthouse, was built in 1896. Decatur also is home to one of the largest auto-swap meets in the nation, held every February at the Wise County Fairgrounds on the southern edge of the city. Area attractions also include the 13,000-acre Lake Bridgeport, offering a host of boating activities and prime fishing as well as an 18-hole golf course in Runaway Bay.

McGregor

Located in McLennan and Coryell counties, near Waco, McGregor has a population of about 5,800. The town is the site of the former Bluebonnet Ordnance Plant that made munitions during World War II. After the war, the site was used by several rocket-making companies. SpaceX now has a rocket engine development and test facility in McGregor.

Thorndale

With a population of about 1,400, Thorndale is an incorporated community located in Milam and Williamson counties about 40 miles northeast of Austin. Established in 1878, shortly after the construction of an International-Great Northern Railroad line through the area, Thorndale was named by a railroad employee after the area's abundant thorny vegetation—mesquite thorn, prickly pear, and sagebrush.

PUC, RRC Implement in 2025 New Utility Laws from the 89th Texas Legislature

During the Texas Legislature's 89th regular session, lawmakers filed more than 250 bills relating to electric and gas utility matters. Of the smaller subset of these bills that made it past the finish line, several must now be expanded upon in rulemaking proceedings at state agencies. Meanwhile, other new laws from the 88th session are still undergoing agency implementation. Below, we highlight ongoing and recently completed rulemakings at the PUC.

HB 145 by Rep. Ken King relates to wildfire mitigation plans for electric utilities. On November 14, 2025, the PUC adopted new **16 Tex. Admin. Code § 25.60** and amended existing **16 Tex. Admin. Code § 25.231** to implement this new legislation. The new rules will require each electric utility, municipally owned utility, and electric cooperative that owns a transmission or distribution facility in a wildfire risk area to seek PUC approval of a wildfire mitigation plan and subsequently implement the plan. The PUC additionally modified criteria and conditions related to electric utilities' use of self-insurance reserve funds for damages from a wildfire event. The new rule took effect on December 4, 2025. More information is available on the PUC Interchange under Project No. 56789.

Senate Bill ("SB") 6 by Sen. Phil King and Sen. Charles Schwertner was a significant multi-faceted piece of utility legislation from the 89th session. The PUC divided the

necessary rulemakings into different projects based on sections of the bill. Under Section 4 of SB 6, large loads (75 megawatts ("MW") or greater) co-locating behind the meter with new generation resources are required to file a net-metering plan with ERCOT. The PUC approved a Proposal for Publication relating to net metering arrangements on September 18, 2025, and stakeholders filed comments throughout October. Proposed **16 Tex. Admin. Code § 25.205** will apply to net metering arrangements involving a large load and an existing generation resource. The rule will also establish criteria for ERCOT's study of a proposed net metering arrangement and prescribe certain procedural steps. More information is available on the PUC Interchange under Project No. 58479.

Section 2 of SB 6 calls for the establishment of criteria for ERCOT to forecast peak demand for large loads. The ERCOT forecast would then be used for transmission planning and evaluation of resource adequacy. The PUC approved a Proposal for Publication relating to large load forecasting criteria on September 18, 2025, and stakeholders filed comments throughout October. Proposed **16 Tex. Admin. Code § 25.370** will identify the criteria a large load customer must satisfy to be included in the load data submitted to ERCOT for developing the load forecasts contemplated under the new law. More information is available on the PUC Interchange under Project No. 58480.

A third SB 6 rulemaking focuses on reevaluation of the Four Coincident Peak (“4CP”) methodology of transmission cost allocation. The 4CP methodology was intended to equitably allocate transmission costs to those who impact system-wide peak demand the most. Any changes to the 4CP methodology could shift transmission cost responsibility among classes of market participants. Since August 2025, PUC Staff has issued multiple sets of questions for stakeholder input under Project No. 58484. While many respondents recognize a need to modify the 4CP methodology, there appears to be little consensus on the most appropriate method for the PUC to adopt.

Another SB 6 rulemaking focuses on establishing standards for interconnecting large load customers in the ERCOT power region in a manner designed to support business development in this state while minimizing the potential for stranded infrastructure costs and maintaining system reliability. The rule will also ensure that a large load customer who is subject to the standards adopted under PURA § 37.0561 contributes to the recovery of the interconnecting electric utility’s costs to interconnect the large load to the utility’s system. This rule is anticipated to be in place by July 2026. More information is available on the PUC Interchange under Project No. 58481.

A final SB 6 rulemaking relates to the PUC requiring ERCOT to develop a reliability service to competitively procure demand reductions from large load customers with a demand of at least 75 MWs to be deployed in the event of an anticipated emergency condition. No filings have been made yet related to this rulemaking, but more information will be available on the PUC Interchange under Project No. 58482.

SB 231 by Sen. Phil King reforms a pre-existing statute related to Temporary Emergency Electric Energy Facilities, known as “TEEEF” or colloquially referred to as “mobile generation.” Throughout September 2025, PUC Staff elicited initial and reply comments on proposed amendments to **16 Tex. Admin. Code § 25.56** under Project No. 58392. The draft rule focused on incorporating new guardrails from the amended law, including the process for PUC approval and parameters around mobility, boot-up time, and maximum generating capacity. As of the end of 2025, no final Proposal for Adoption had been published, but we can expect PUC consideration of a final draft rule in the coming months.

In addition to the above rulemakings arising out of the 89th session, the PUC used the latter half of 2025 to continue implementing new and modified laws from the 88th session. Of note is the implementation of **HB 1500 filed by several authors and known as the 2023 Sunset bill**. One

key feature of HB 1500 was the requirement for renewable resources interconnected after January 1, 2027, to be available during certain high risk and emergency intervals. On December 18, 2025, the PUC adopted Firming Program Requirements for Electric Generation Facilities in the ERCOT Region under new **16 Tex. Admin. Code § 25.65**. In addition to establishing electric generation performance requirements, the rule establishes a framework for ERCOT to impose financial penalties and incentives depending on a generation facility’s failure to comply or success in exceeding requirements. There continues to be discussion on how these requirements may interact with other legislative directions on electric market changes. The rule took effect on January 8, 2026. More information is available on the PUC Interchange under Project No. 58198.

HB 1500 additionally teed up a rulemaking on PUC verbal directives requiring ERCOT to take official action. Proposed **new 16 Tex. Admin. Code § 25.368** is meant to codify a statute that prohibits the PUC from verbally directing ERCOT to take an official action – except under limited circumstances. By law, the PUC may direct ERCOT to take an official action only through (1) a contested case; (2) a rulemaking; or (3) a memorandum or written order adopted by a majority vote. The PUC approved a Proposal for Publication relating to Commission directives to ERCOT on November 14, 2025, and stakeholders filed comments in December. More information can be found on the PUC Interchange under Project No. 57883.

The PUC also continues implementing provisions from SB 3, a broad-based law adopted in 2021 in response to that year’s winter emergency that led to statewide power outages. A proposed rule from that 2021 law that remains under consideration relates to the implementation of ERCOT’s Firm Fuel Supply Service, an ERCOT reliability service intended to address reliability during extreme heat and cold weather conditions. The FFSS provides market rewards to generators with on-site fuel. Resources eligible for the service under the authorizing statute, PURA § 39.159, include “on-site fuel storage, dual fuel capability, or fuel supply arrangements to ensure winter performance for several days.” PUC Staff have reviewed rulemaking recommendations filed in the spring by OCSC and other stakeholders, and then on October 23, 2025, proposed **new 16 Tex. Admin. Code § 25.520**. Under the proposed rule, FFSS eligibility would be expanded to include generators with off-site natural gas storage arrangements. More information can be found on the PUC Interchange under Docket No. 58434.

Oncor to Develop Scores of Planned Transmission Projects

With the emergence of new energy-hungry cryptocurrency mining operations, AI data centers, and hydrogen-related manufacturing plants, ERCOT finds itself experiencing a surge in energy demand like never before. In 2030, for instance, ERCOT foresees peak demand reaching 150 gigawatts. That's about 80 percent more than this year's peak.

This surge will bring new transmission challenges for ERCOT, and to plan for them, the grid operator employs both its traditional Regional Transmission Planning process and a separate Permian Basin Reliability Plan. The PUC has also called for the deployment of massive new 765-kV transmission lines for the first time ever. These ultra-high-capacity systems will complement the smaller 138 kV and 345 kV lines traditionally used to serve the state's transmission network.

ERCOT, in 2025, released a summary of authorized transmission projects from the latest iteration of its Permian Basin Reliability Plan. This summary, which can be found on the PUC website under Project No. 55718, shows that the Oncor electric utility will be the developer for scores of these facilities. Separately, ERCOT has also released maps showing the general locations of anticipated lines both within the Permian Basin and statewide. We have reproduced clarified versions of those maps that you can find on the [OCSC website, here](#). The original maps can be found in a January 2025 ERCOT document found on the PUC website, also under Project No. 55718.

For the most part the exact routes for all these new lines have not been finalized. That process will be handled by the PUC over the next several years through complex "Certificate of Convenience and Necessity" proceedings that pit the state's power needs against the needs of property owners. Transmission providers and stakeholders — such as municipalities and private citizens — can participate in this process.

Texas Supreme Court in 2025 Dismisses Bulk of Winter Storm Uri Claims

Oncor, CenterPoint and AEP — the state's three largest electric utilities — have prevailed in a Texas Supreme Court case under which the companies were alleged to have acted negligently during widespread blackouts four years ago.

In a June 27, 2025 order, the Texas high court ruled unanimously that the plaintiffs had not provided enough evidence to show purposeful negligence by the utilities when they cut power during Winter Storm Uri. At the time — the storm occurred in February 2021 — the utilities were acting under ERCOT orders.

"The alleged 'nuisance' here is prolonged freezing temperatures during Winter Storm Uri," Justice Debra Lehrmann wrote. "The allegations do not suggest that the utilities created or exacerbated the cold temperatures or affirmatively maintained them. Rather, the plaintiffs complain that the utilities failed to adequately respond to and mitigate the harm caused by those temperatures. That is not a basis for an intentional-nuisance claim."

Similarly, the court ruled against gross negligence claims by the plaintiffs, although the door was left open for plaintiffs to replead those claims at the Harris County multi-district litigation (MDL) court.

The utilities faced hundreds of lawsuits filed by thousands of customers after mass outages during the Uri. Those lawsuits were consolidated into an MDL proceeding. The February 2021 storm outage killed hundreds of Texans, resulted in billions of dollars in damages, and bankrupted several electric companies.

Oncor spokesperson Roxana Rubio expressed satisfaction that the ruling barred plaintiffs from pursuing six of the seven original causes of action they initially alleged, according to media reports. Ms. Rubio also expressed confidence that the case will "be fully dismissed should the plaintiffs attempt to pursue an allegation of gross negligence" under imitations of set by the high court. However, "we recognize this does not lessen the anguish experienced by our customers and by Texans across the state during that time," she said, according to media reports.

CenterPoint said the company "acted quickly to save the electric grid when demand exceeded supply" as it implemented ERCOT's load-shed orders. "If plaintiffs replead, CenterPoint will continue to vigorously defend against plaintiffs' remaining claim in the trial and appellate courts," the company said, according to media reports.

2025 Rate-Case Roundup

Oncor Receives Another DCRF Rate Increase, Fifth Since 2023

Oncor received another interim rate increase under the Distribution Cost Recovery Factor program — its fifth request since June 2023. With this latest filing, under the PUC Doc. No. 57707, the total of approved or proposed DCRF increases for Oncor since the summer of 2023 comes to about \$484 million.

Under this latest request, filed with the PUC on Feb. 15, the company initially proposed to increase revenues by \$107,637,154. Under the final order, approved on April 24, 2025, the increase instead will be \$106,335,049 — or \$1,302,105 less than initially sought by Oncor. Even still, however, the increase remains the second-largest DCRF adjustment since the company received \$152,508,937 under its June 2023 request in PUC Doc. No. 55190.

In the latest filing, the per-customer DCRF charge will increase from \$.004443 per kilowatt hour approved in its most recent DCRF to \$.005772.

The repeated rate hikes are a result of state laws adopted in 2011 and 2023 that created and then modified the DCRF ratemaking process. Under it, transmission and distribution utilities can file for rate increases at the Public Utility Commission to recover capital expenditures on their distribution systems in an expedited fashion.

Under DCRF rules, the PUC reviews the rate requests in an accelerated fashion, and interested parties, such as the Steering Committee of Cities Served by Oncor, can intervene in those reviews. Details of Oncor's four recent rate filings include:

Docket No. 55190

- Application filed on June 29, 2023.
- Distribution revenue requirement increase requested by utility: \$152,777,465.
- Distribution revenue requirement increase granted: \$152,508,937 (\$268,528 decrease from request).

Docket No. 55525

- Application filed on September 15, 2023.
- Distribution revenue requirement increase requested by utility: \$56,536,428.
- Distribution revenue requirement increase granted: \$53,536,428 (\$3 million decrease from request).

Docket No. 56306

- Application filed on March 1, 2024.
- Distribution revenue requirement increase requested by utility: \$81,323,915.
- Distribution revenue requirement increase granted: \$81,323,915.

Docket No. 56963

- Application filed on August 16, 2024.
- Distribution revenue requirement increase requested by utility: \$90,288,143.
- Distribution revenue requirement increase granted: \$90,288,143.

Docket No. 57707

- Application filed on Feb. 15, 2025.
- Distribution revenue requirement increase requested by utility: \$107,637,154.
- Distribution revenue requirement increase granted: \$106,335,049 (\$1,302,105 less than requested).

2025 Transmission-Only Rate Cases

OCSC defended consumer interests during 2025 in several rate cases filed by major transmission-only electric utilities. Under ERCOT rules, transmission charges are borne by residential, commercial, and industrial customers.

- **Cross Texas Transmission (“CTT”):** CTT filed a statement of intent to change rates and tariffs on Jan. 14, 2025, where it sought a revenue requirement of \$76,506,194, representing an approximately 7.05% increase over its currently approved revenue requirement. Cross Texas also asked for a return on equity (“ROE”) of 10.6 percent. OCSC and other stakeholders conducted discovery and filed testimony. After discussions with Cross Texas and the other parties, all parties reached a settlement agreement resulting in a revenue requirement of \$72,631,149 and ROE of 9.60 percent. The PUC approved the rates, terms, and conditions set forth in the settlement agreement on September 11, 2025. More information can be found under PUC Docket No. 57467.
- **Wind Energy Transmission Texas (“WETT”):** WETT filed a statement of intent to change rates and tariffs on Dec. 3, 2024, seeking a revenue requirement for the provision of electric transmission service in Texas of \$136,602,978, an increase of \$15,949,204 over the utility’s adjusted test year revenues. WETT also requested a return on equity of 10.5 percent. OCSC and other stakeholders conducted discovery and filed direct testimony. After discussions with WETT and the other parties, all parties reached a settlement agreement resulting in a revenue requirement of \$130,631,220 and ROE of 9.6 percent. The PUC approved the rates, terms, and conditions set forth in the settlement agreement on June 20, 2025. More information can be found under PUC Docket No. 57299.
- **Electric Transmission Texas:** On Jan. 31, 2025 Electric Transmission Texas filed an application to change its rates and tariffs. ETT is a transmission-only utility that owns over 2,000 miles of transmission throughout the ERCOT region, including the Lower Rio Grande Valley and the Texas Panhandle. In its application, ETT sought a revenue requirement of approximately \$426.3 million — an increase of \$56.6 million over its test year revenue. In addition, ETT requested a 10.6 percent return on equity. Parties, including the OCSC, entered settlement negotiations over this proposed rate increase and agreed instead on a \$36.3 million decrease. Parties also agreed to a return on equity of 9.6 percent. The PUC adopted the order on Oct. 2. More information can be found under PUC Docket No. 57518.

2026 OCSC Meetings
March 5
June 11 — Virtual
September 10
December 10 — Virtual

OCSC Officers
Chair—Molly Shortall
Secretary—Chuong Phung
Treasurer—David Johnson

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com

Jamie Mauldin
(512) 322-5890
jmauldin@lglawfirm.com

REQUEST FOR CONTACT INFORMATION

January 2026

CONTACTS

Please provide contact information for the following coalitions:

- ☒ OCSC (Oncor Cities Steering Committee)
- ☒ ACSC (Atmos Cities Steering Committee)

Please type or print clearly

MAIN CONTACT

Name:	Jarrold Greenwood
Title:	City Manager
City of:	Justin
Address:	415 N. College Ave
Phone:	(940) 648-2541, ext 114
Fax:	
Email:	jgreenwood@cityofjustin.com

ADDITIONAL CONTACT

Name:	Amy Piukana
Title:	City Secretary
City of:	Justin
Address:	415 N. College Ave
Phone:	(940) 648-2541, ext 103
Fax:	
Email:	apiukana@cityofjustin.com

CONTACT TO SEND INVOICES OR CHECKS

Name:	Cathy Hayes
Title:	Accounts Payable Clerk
City of:	Justin
Address:	415 N. College Ave
Phone:	(940) 648-2541, ext 116
Fax:	
Email:	chayes@cityofjustin.com

Please duplicate if more room needed.

(Please complete and return to: Thomas Brocato @ tbrocato@lglawfirm.com
and Brandi Stigler @ brandi.stigler@arlingtontx.gov)

OCSC Master List of Members (174 Total)

1. Addison	57. Flower Mound	112. Midlothian	167. Westover Hills
2. Allen	58. Forest Hill	113. Murchison	168. Westworth Village
3. Alvarado	59. Forney	114. Murphy	169. White Settlement
4. Andrews	60. Fort Worth	115. New Chapel Hill	170. Wichita Falls
5. Anna	61. Frisco	116. North Richland Hills	171. Willow Park
6. Archer	62. Frost	117. Northlake	172. Wilmer
7. Argyle	63. Gainesville	118. Oak Leaf	173. Woodway
8. Arlington	64. Garland	119. Oak Point	174. Wylie
9. Azle	65. Garrett	120. Odessa	
10. Bedford	66. Glenn Heights	121. O'Donnell	
11. Bellmead	67. Grand Prairie	122. Ovilla	
12. Belton	68. Granger	123. Palestine	
13. Benbrook	69. Grapevine	124. Pantego	
14. Beverly Hills	70. Gunter	125. Paris	
15. Big Spring	71. Haltom	126. Parker	
16. Breckenridge	72. Harker Heights	127. Plano	
17. Bridgeport	73. Haslet	128. Poetry	
18. Brownwood	74. Henrietta	129. Pottsboro	
19. Buffalo	75. Hewitt	130. Prosper	
20. Burkburnett	76. Highland Park	131. Ranger	
21. Burleson	77. Honey Grove	132. Red Oak	
22. Caddo Mills	78. Howe	133. Rhome	
23. Cameron	79. Hudson Oaks	134. Richardson	
24. Canton	80. Hurst	135. Richland Hills	
25. Carrollton	81. Hutchins	136. River Oaks	
26. Cedar Hill	82. Hutto	137. Roanoke	
27. Celina	83. Iowa Park	138. Robinson	
28. Centerville	84. Irving	139. Rockwall	
29. Cleburne	85. Jolly	140. Rosser	
30. Coahoma	86. Josephine	141. Rowlett	
31. Colleyville	87. Justin	142. Royse	
32. Collinsville	88. Kaufman	143. Sachse	
33. Colorado	89. Keene	144. Saginaw	
34. Comanche	90. Keller	145. Sansom Park	
35. Commerce	91. Kemp	146. Seagoville	
36. Coppell	92. Kennedale	147. Seymour	
37. Copperas Cove	93. Kerens	148. Sherman	
38. Corinth	94. Killeen	149. Snyder	
39. Cross Roads	95. Kleberg County	150. Southlake	
40. Crowley	96. Krum	151. Springtown	
41. Dallas	97. Lake Worth	152. Stephenville	
42. Dalworthington Gardens	98. Lakeside	153. Sulphur Springs	
43. De Leon	99. Lamesa	154. Sunnyvale	
44. Decatur	100. Lancaster	155. Sweetwater	
45. Denison	101. Lavon	156. Temple	
46. DeSoto	102. Lewisville	157. Terrell	
47. Duncanville	103. Lindale	158. The Colony	
48. Early	104. Lindsay	159. Thorndale	
49. Eastland	105. Little River Academy	160. Trophy Club	
50. Edgecliff Village	106. Malakoff	161. Tyler	
51. Ennis	107. Mansfield	162. University Park	
52. Euless	108. McGregor	163. Venus	
53. Everman	109. McKinney	164. Waco	
54. Fairview	110. Mesquite	165. Watauga	
55. Farmers Branch	111. Midland	166. Waxahachie	
56. Fate			



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 10. (CONSENT AGENDA)

Title: Consider adopting Ordinance 839-26, amending and replacing Chapter 48 of the City of Justin Code of Ordinances, providing for sanitary sewer Winter Quarter Averaging and to increase the sanitary sewer volume cap from 12,000 gallons to 18,000 gallons; and take appropriate action.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Staff recommends approval

Background:

Section 48-42 of the City of Justin Code of Ordinances currently establishes the methodology for calculating sanitary sewer charges based on metered water consumption, with a maximum volume of 12,000 gallons per month used for billing purposes.

As part of the City's Water and Wastewater Rate Update approved by Council in 2024, Council endorsed the use of Winter Quarter Averaging (WQA) as the preferred methodology for residential sanitary sewer billing. WQA bases a customer's monthly sewer billing volume on their average water use during the winter months (December, January, and February), when outdoor water usage is minimal and consumption more closely reflects indoor wastewater generation.

The proposed ordinance amending Sec. 48-42 is a housekeeping action to align the City's Code of Ordinances with the Master Fee Schedule already approved by Council in last year's Rate Update.

Specifically, the amendment will:

1. Formally codify Sanitary Sewer Winter Quarter Averaging in the Code of Ordinances consistent with Council's prior approval; and
2. Increase the minimum monthly sewer volume cap from 12,000 gallons to 18,000 gallons, consistent with Council's prior approval.

Under the amendment:

- The Winter Quarter is defined as December, January, and February.
-

- A residential customer's Winter Quarter Average (WQA) will be calculated by averaging water consumption over these three months.
- That WQA will then serve as the basis for monthly sewer billing for the subsequent twelve months.
- Regardless of actual winter usage, the monthly sewer volume used for residential billing will not be more than 18,000 gallons.

This change does not establish a new policy direction, but rather implements and codifies the approach Council has already adopted on November 14, 2024, by Resolution 721-24.

Winter Quarter Averaging will apply only to single-family residential customers with continuous water service during the winter period. Commercial, industrial, and multi-family accounts will remain subject to existing billing methodologies.

City Attorney Review: Yes

Attachments:

1. Ordinance 839-26 WQA - 18K cap Ordinance
2. REDLINE Sec 48 42 Charges for sewer services and schedule of sewer rates

ORDINANCE NO 839-26

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, AMENDING AND REPLACING SECTION 48-42 OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR SANITARY SEWER WINTER QUARTER AVERAGING AND TO INCREASE THE SANITARY SEWER CAP FROM 12,000 GALLONS TO 18,000 GALLONS; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin provides sanitary sewer services to customers within the City; and

WHEREAS, the City Council of the City of Justin updated the Water and Wastewater Utility Rates to include the implementation of Residential Winter Quarter Sewer Averaging and increasing the maximum residential sewer volume from 12,000 gallons to 18,000 gallons by adoption Resolution 721-24; and

WHEREAS, Section 48-42 of the City of Justin Code of Ordinances needs to be amended and updated to reflect the previously adopted Resolution; and

WHEREAS, the City Council desires to amend Section 48-42 to provide for Winter Quarter Averaging and to update the maximum residential sewer volume; and

WHEREAS, the City Council finds and determines that the adoption of this Ordinance is in the best interests of and necessary to protect the health, safety, and welfare of the public.

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

SECTION 1: The foregoing recitals are the findings of the City Council and are incorporated into this Ordinance as if set forth fully herein.

SECTION 2: That Section 48-42, Charges for sewer services and schedule of sewer rates is hereby amended and replaced and shall read as follows:

Sec. 48-42. - Charges for sewer services and schedule of sewer rates.

- (a) The charges made for tapping into the sewer mains shall be as set forth in the city fee schedule.
- (b) Monthly sewer charges for the residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the metered water amounts and shall be as follows:
 - i. Monthly sewer charges for residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the winter quarter average calculations.
 - ii. Winter quarter averaging is a method for determining residential sewer use

based on winter quarter averages from up to 3 consecutive winter periods. The winter average for each year is calculated based on the water consumption during a minimum of 3 billed winter months or the 3 lowest of the 4 billed winter months (December, January, February, and March).

- iii. To determine the 3 year average, the calculated averages for each year will be combined and divided by 3.
- iv. Residential customers, whose water account has not been established for at least 3 billed months of the current winter period, will be charged based upon the residential winter quarter average citywide until an accurate winter average is available.

- (c) In the case of residential domestic users the sewer charge would stop upon the water consumption reaching 18,000 gallons per month per unit.

SECTION 3: All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 6: This Ordinance shall become effective on February 12, 2026.

PASSED AND APPROVED on first reading on this the 12th day of February 2026.

PASSED AND APPROVED on second reading on this the ____ day of March, 2026.

APPROVED:

ATTEST:

James Clark, Mayor

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

Sec. 48-42. Charges for sewer services and schedule of sewer rates.

- (a) The charges to made for tapping into the sewer mains shall be as set forth in the city fee schedule.
- (b) ~~The rates per month, or fraction thereof, as set forth in the city fee schedule shall be based on the water consumption/usage for that period up to a maximum of 12,000 gallons for domestic residential type users. All other users bills will be computed on actual water usage with no limitations above 12,000 gallons.~~

Monthly sewer charges for the residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the metered water amounts and shall be as follows:

- i. Monthly sewer charges for residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the winter quarter average calculations.
 - ii. Winter quarter averaging is a method for determining residential sewer use based on winter quarter averages from up to 3 consecutive winter periods. The winter average for each year is calculated based on the water consumption during a minimum of 3 billed winter months or the 3 lowest of the 4 billed winter months (December, January, February, and March).
 - iii. To determine the 3 year average, the calculated averages for each year will be combined and divided by 3.
 - iv. Residential customers, whose water account has not been established for at least 3 billed months of the current winter period, will be charged based upon the residential winter quarter average citywide until an accurate winter average is available.
- ~~(c) In all cases where more than one living unit, motel hotel room, jail or prison cell, condominium unit, mobile home park space or recreational vehicle park space is supplied through one single master meter, a minimum monthly flat charge would be made for each additional living unit, motel hotel room, jail or penal cell, condominium unit, mobile home park space or recreational vehicle park space computed on the flat rate as set forth in the city fee schedule.~~
- (~~c~~d) In the case of residential domestic users the sewer charge would stop upon the water consumption reaching ~~12~~18,000 gallons per month per unit.
- (Code 1994, § 11.122; Ord. No. 172, § 22, 2-22-1989; Ord. No. 190, 5-13-1991)



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 11. (CONSENT AGENDA)

Title: Consider approving Resolution 818-26 adopting updated water and sewer rates and amending the Master Fee Schedule; and take appropriate action.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

City Administration recommends the City Council approve Resolution 818-26, as presented.

Background:

The City of Justin reviews water and wastewater rates annually to ensure that utility revenues are sufficient to cover the cost of service, maintain financial stability, and support ongoing and future capital investments in the water and wastewater systems.

The City retained a qualified utility rate consultant to conduct a comprehensive rate study evaluating current revenues, operating costs, debt obligations, and long-term capital needs for both the water and wastewater systems. The study included an analysis of:

- Existing rate structures and cost recovery
- Operating and maintenance expenses
- Debt service requirements
- Future capital improvement needs
- System growth and demand projections
- Equity among customer classes (residential vs. commercial/industrial)

Staff and our consultant presented the findings of the rate study to City Council during the December 12, 2025 and January 22, 2026 Regular Council Meetings, at which time Council provided direction on preferred policy assumptions and rate design considerations.

The proposed adjustments reflect updated assumptions related to operating expenses, capital project timing, and system financing.

If adopted, the new rates would become effective on March 1, 2026, with billing adjustments reflected

in customer utility bills beginning in April.

City Attorney Review: N/A

Attachments:

1. Resolution 818-26 W-WW Rate Update
2. Exhibit A Redline - Resolution 818-26 W-WW Rate Update
3. Exhibit A Clean - Resolution 818-26 W-WW Rate Update

RESOLUTION NO. 818-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, ADOPTING UPDATED WATER AND SEWER RATES AND AMENDING THE MASTER FEE SCHEDULE; PROVIDING A REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has the responsibility to ensure that the Utility System is financially sound, properly maintained, and capable of providing reliable service to current and future customers; and

WHEREAS, the 2026 Rate Study finds that current water and wastewater rates are insufficient to cover the full cost of service, including operations, maintenance, capital improvements, debt service, and regulatory compliance; and

WHEREAS, the City Council of the City of Justin finds the provision of water and wastewater services throughout the City of Justin is of vital importance to the health, safety and welfare of the citizens of the Town; and

WHEREAS, the City Council finds that updating water and wastewater rates in accordance with the 2026 Rate Study is necessary and in the best interest of the City and its utility customers; and

WHEREAS, the City Council further finds that the rate adjustments adopted herein are reasonable, equitable, and necessary to ensure continued reliable utility service.

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

SECTION 1. That the Water and Sewer Rate Schedule attached hereto as Exhibit “A” is adopted and the Master Fee Schedule is hereby amended to reflect the updated rates.

SECTION 2. That all provisions of the Resolutions of the City of Justin, Texas, in conflict with the provisions of this Resolution, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

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

DULY PASSED by the City Council of the City of Justin, Texas, on the 12th day of February 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney

CITY OF JUSTIN, TEXAS

2026 Water & Sewer Rate Update

WATER

Residential Water Consumption Rates		
Minimum Monthly Fee:		
¾"	\$36.95	\$37.93
1"	\$61.71	\$63.34
1 ½"	\$123.04	\$126.29
2"	\$196.94	\$202.14
3"	\$369.50	\$379.25
4"	\$615.96	\$632.22
6"	\$1231.54	\$1,264.05
8"	\$1970.54	\$2,022.56
10"	\$2832.96	\$2,907.75
12"	\$5296.04	\$5,435.86
Volumetric Rates (per 1,000 gallons):		
0-1,000	\$---	\$----
1,001-6,000	\$7.82	\$8.03
6,001-12,000	\$8.61	\$8.84
12,001-25,000	\$9.47	\$9.72
25,000+	\$10.41	\$10.68
Irrigation Meter		
Reference above depending on meter size; first 1,000 gallons are no charge		

Commercial Water Consumption Rates		
Minimum Monthly Fee:		
3/4"	\$36.95	<u>\$40.45</u>
1"	\$61.71	<u>\$67.56</u>
1 1/2"	\$123.04	<u>\$134.71</u>
2"	\$196.94	<u>\$215.62</u>
3"	\$369.50	<u>\$404.54</u>
4"	\$615.96	<u>\$674.37</u>
6"	\$1231.54	<u>\$1,348.32</u>
8"	\$1970.54	<u>\$2,157.40</u>
10"	\$2832.96	<u>\$3,101.60</u>
12"	\$5296.04	<u>\$5,798.25</u>
Volumetric Rates (per 1,000 gallons):		
0-1,000	\$---	<u>\$---</u>
1,001-6,000	\$7.82	<u>\$8.56</u>
6,001-12,000	\$8.61	<u>\$9.43</u>
12,001-25,000	\$9.47	<u>\$10.37</u>
25,000+	\$10.41	<u>\$11.40</u>
Irrigation Meter		Reference above depending on meter size; first 1,000 gallons are no charge

Bulk Water Consumption Rates	
Base Rate	\$369.50 flat fee
0-10,000 gallons	Flat fee + \$0.00818 <u>\$.00896</u> /additional gallon
10,001-25,000 gallons	Flat fee + \$0.00854 <u>\$.00935</u> /additional gallon
25,001- 40,000 gallons	Flat fee + \$0.00892 <u>\$.00977</u> /additional gallon
40,001 + gallons	Flat fee + \$0.01032 <u>\$.0113</u> /additional gallon

SEWER

Consumption Rates	
Residential:	
0-2,000 gallons	\$29.27 <u>\$32.41</u> flat fee
2,001-18,000 gallons	Flat fee + \$0.00828 <u>\$.00917</u> /additional gallon
18,001+ gallons	No Charge
Commercial:	
0-2,000	\$29.27 <u>\$34.57</u> flat fee
2,000+	Flat fee + \$0.00828 <u>\$.00978</u> /additional gallon

CITY OF JUSTIN, TEXAS

2026 Water & Sewer Rate Update

WATER

Residential Water Consumption Rates	
Minimum Monthly Fee:	
¾"	\$37.93
1"	\$63.34
1 ½"	\$126.29
2"	\$202.14
3"	\$379.25
4"	\$632.22
6"	\$1,264.05
8"	\$2,022.56
10"	\$2,907.75
12"	\$5,435.86
Volumetric Rates (per 1,000 gallons):	
0-1,000	\$----
1,001-6,000	\$8.03
6,001-12,000	\$8.84
12,001-25,000	\$9.72
25,000+	\$10.68
Irrigation Meter	Reference above depending on meter size; first 1,000 gallons are no charge

Commercial Water Consumption Rates	
Minimum Monthly Fee:	
¾"	\$40.45
1"	\$67.56
1 ½"	\$134.71
2"	\$215.62
3"	\$404.54
4"	\$674.37
6"	\$1,348.32
8"	\$2,157.40
10"	\$3,101.60
12"	\$5,798.25
Volumetric Rates (per 1,000 gallons):	
0-1,000	\$---
1,001-6,000	\$8.56
6,001-12,000	\$9.43
12,001-25,000	\$10.37
25,000+	\$11.40
Irrigation Meter	Reference above depending on meter size; first 1,000 gallons are no charge

Bulk Water Consumption Rates	
Base Rate	\$369.50 flat fee
0-10,000 gallons	Flat fee + \$.00896/additional gallon
10,001-25,000 gallons	Flat fee + \$.00935/additional gallon
25,001- 40,000 gallons	Flat fee + \$.00977/additional gallon
40,001 + gallons	Flat fee + \$.0113/additional gallon

SEWER

Consumption Rates	
Residential:	
0-2,000 gallons	\$32.41 flat fee
2,001-18,000 gallons	Flat fee + \$.00917/additional gallon
18,001+ gallons	No Charge
Commercial:	
0-2,000	\$34.57 flat fee
2,000+	Flat fee + \$.00978/additional gallon



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 12. (CONSENT AGENDA)

Title: Consider approving Resolution 819-26 authorizing the City Manager to execute a Water and/or Sewer Services Agreement with a property owner located outside the City limits at a differential utility rate, in accordance with Section 48-2 (b) of the City of Justin Code of Ordinances; and take appropriate action.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Staff recommends consideration.

Background:

The City has received a request from the owner of a single residential property located outside the incorporated limits of the City of Justin to connect to the City's water and sanitary sewer systems.

Section 48-2 (b) of the City of Justin Code of Ordinances provides that the City Council may approve the extension of water or sanitary sewer service, or both, to properties outside the City limits through the approval of an agreement adopted by resolution of the City Council.

In accordance with this provision, staff has prepared a Sewer Services Agreement outlining the terms and conditions under which service may be provided to the subject property.

The proposed agreement would allow one residential unit located outside the City limits to connect to the City utility system under the following general conditions:

- The property owner will be responsible for all costs associated with connecting to the City system.
 - Sewer service charges will be calculated using the City's average monthly residential sewer billing methodology.
 - In recognition of the property's location outside the City limits, all water and sewer charges will be assessed at a differential rate equal to one and one-half times the standard rates charged to in-city customers.
 - The agreement applies only to a single residential unit and does not authorize any additional connections.
-

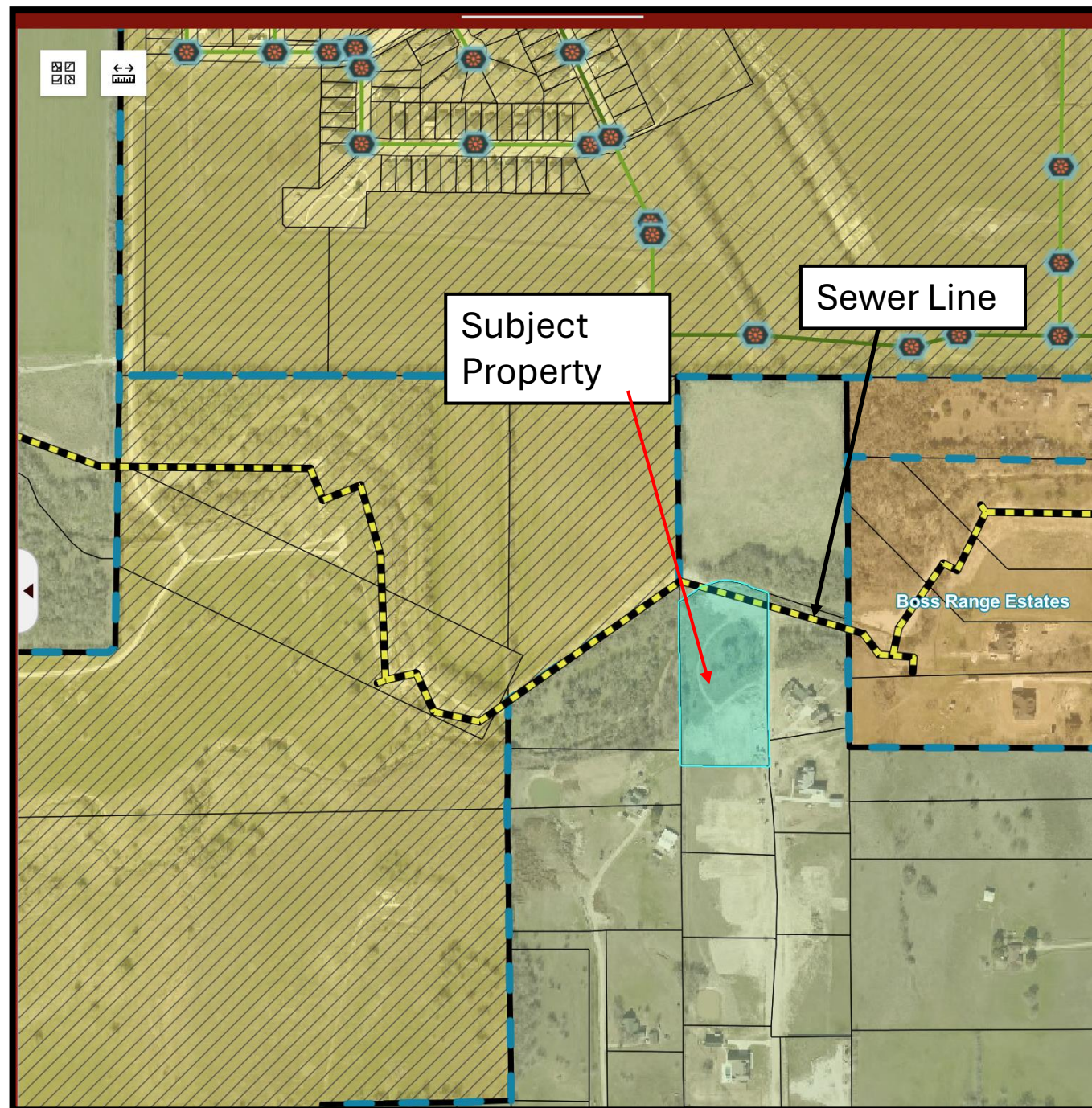
- The agreement is subject to all existing and future City ordinances, rules, and regulations.

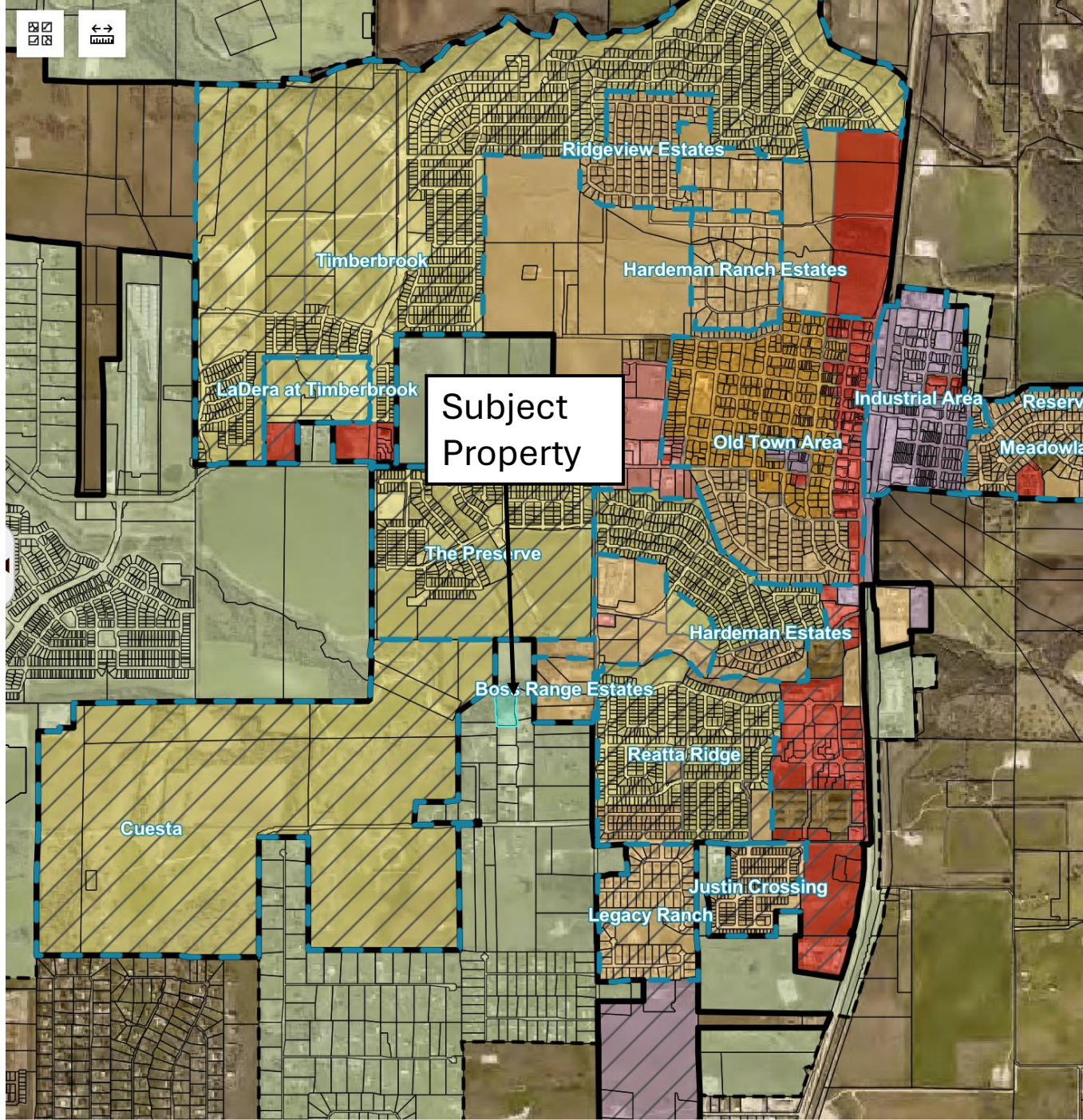
The proposed resolution and agreement have been prepared in compliance with Section 48-2 (b) of the City of Justin Code of Ordinances, which authorizes the City Council to approve such agreements by resolution. The City Attorney has reviewed the form of the resolution and agreement.

City Attorney Review: No

Attachments:

1. Subject Property Map
2. Sewer Service Agreement Resolution





RESOLUTION NO. 819-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A WATER AND SEWER SERVICES AGREEMENT WITH A PROPERTY OWNER LOCATED OUTSIDE THE CITY LIMITS; PROVIDING FOR THE ASSESSMENT OF A DIFFERENTIAL RATE FOR OUTSIDE CITY CUSTOMERS; FINDING COMPLIANCE WITH SECTION 48-42 (B) OF THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas owns and operates municipal water and sanitary sewer utility systems for the benefit of its residents and customers; and

WHEREAS, from time to time property owners located outside the incorporated limits of the City of Justin request connection to City utility services; and

WHEREAS, Section 48-2 (b) of the Code of Ordinances of the City of Justin provides that the City Council may approve the extension of water or sanitary sewer service, or both, to properties outside the corporate limits of the City of Justin through the approval of a developer's agreement adopted via resolution by a majority of the City Council; and

WHEREAS, the City Council finds that the proposed Water and Sewer Services Agreement authorized by this Resolution is consistent with and fully compliant with the requirements of Section 42-b of the City Code; and

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

SECTION 1. The City Council hereby authorizes the City Manager, or designee, to negotiate and execute a Water and/or Sewer Services Agreement with the owner of a single residential lot located outside the incorporated limits of the City of Justin, in accordance with Section 48-2 (b) of the City Code and under terms and conditions substantially similar to those presented to the City Council.

SECTION 2. The agreement authorized by this Resolution shall provide that sewer service to the property shall be billed utilizing the City's average monthly residential sewer billing methodology and shall further provide that all water and sewer rates charged to the property shall be assessed at a differential rate equal to one and one-half times the standard rates charged to customers located within the City limits.

SECTION 3. The City Manager is further authorized to take all actions necessary to implement the terms of the agreement, including establishing billing accounts, collecting fees, and ensuring compliance with all applicable City ordinances and regulations.

SECTION 4. The City Council hereby expressly finds and declares that approval of this Resolution and the associated agreement satisfies the requirements of Section 48-2 (b) of the City of Justin Code of Ordinances regarding extension of utility services outside the City limits.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval.

DULY PASSED by the City Council of the City of Justin, Texas, on the 12th day of February 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 1. (POSSIBLE ACTION ITEM)

Title: Consider approving Resolution 817-26 authorizing the City Manager to enter into a contract with RJN Group, Inc. for an engineering analysis of sanitary sewer lines within the City of Justin; and take appropriate action.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Staff recommends approval

Background:

Like many growing municipalities with aging infrastructure, Justin's sanitary sewer system is susceptible to inflow and infiltration (I/I)—the entry of groundwater and stormwater into the sanitary sewer system through cracked pipes, defective manholes, failed service laterals, illicit connections, or compromised joints. This means that during rain events, the City routinely experiences a doubling of influent flow at the wastewater treatment plant, indicating significant levels of extraneous water entering the collection system. Excessive I/I places significant stress on the City's collection system and treatment plant, including:

- Higher risk of sanitary sewer overflows (SSOs), which present public health and environmental concerns
- Increased likelihood of pipe failures due to sustained higher internal pressures
- Accelerated deterioration of aging infrastructure
- Greater potential for manhole overflows during storm events
- Reduced system capacity to accommodate future growth
- Hydraulic overloading that reduces treatment effectiveness
- Increased risk of permit violations due to diluted or rapidly fluctuating influent characteristics
- Greater stress on biological treatment processes
- Increased wear and tear on mechanical components
- Higher likelihood of emergency operational adjustments

Trinity River Authority (TRA) is currently conducting a flow study for the Denton Creek WWTP system which includes the City of Justin. TRA contracted with RJN Group, Inc to complete the project

which included one flow monitoring for the City of Justin planned to be near the WWTP. Staff recommends additional I/I study within the City's Wastewater System to further identify problem areas within the system. By proactively identifying and addressing I/I sources, the City can extend the useful life of its sewer assets, reduce emergency repairs, and improve overall system reliability. Reducing I/I will stabilize influent flows, improve treatment performance, and enhance the plant's ability to meet regulatory requirements while preserving capacity for future growth.

The proposed contract will provide for flow monitoring near Timberbrook, Old Town, Adams & Hardeman Additions, Old Town and Reatta. Following the flow monitoring period, RJN will complete an I/I analysis, including recommendations on which basins the I/I is coming from, its severity, and recommended follow-up investigations to identify I/I sources. Upon identifying which basins show excessive I/I from the flow monitoring, a condition assessment study is recommended as the next phase to identify the assets contributing I/I into the wastewater system.

Additional testing and inspections are provided in "Exhibit B - Special Services Cost Schedule" to include visual inspection of manholes and clean-outs, smoke testing, and dyed water testing. Repairs are not included in the contract. RJN Group will provide appropriate documentation in order to make the necessary repairs. The complete analysis should take approximately 3 months depending on the timing of mobilization and significant rainfall.

This Engineering Analysis is included in the 5-year CIP and funding was included in the FY 25-26 Adopted Budget.

City Attorney Review: No

Attachments:

1. Resolution 817-26 RJN I and I testing
2. Justin TX 2026 Flow Monitoring and I-I Study Proposal

CITY OF JUSTIN
RESOLUTION NO. 817-26

A RESOLUTION OF THE CITY TOWN COUNCIL OF THE CITY OF JUSTIN, TEXAS, ENTERING INTO AN AGREEMENT WITH RJN GROUP, INC., FOR AN ENGINEERING ANALYSIS, INSPECTION, AND TESTING OF SANITARY SEWER LINE AT A COST NOT TO EXCEED \$110,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT OF BEHALF OF THE CITY OF JUSTIN, TEXAS.

WHEREAS, the City of Justin (“City”) owns, operates, and maintains a sanitary sewer collection system that serves existing residents and businesses and is expected to accommodate continued growth; and

WHEREAS, like many growing municipalities with aging infrastructure, the City’s sanitary sewer system is susceptible to inflow and infiltration (“I/I”), which occurs when groundwater and stormwater enter the sanitary sewer system through cracked pipes, defective manholes, failed service laterals, illicit connections, or compromised joints; and

WHEREAS, excessive I/I places significant stress on the City’s sanitary sewer collection system and wastewater treatment facilities, thereby increasing the cost of service to customers; and

WHEREAS, the City Council of the City of Justin finds that this proposed Engineering Analysis is integral in identifying sources of I/I; and

WHEREAS, this Engineering Analysis is included in the City’s Five-Year Capital Improvement Program and funding for this work was included in the City’s FY 2025–2026 Adopted Budget; and

WHEREAS, the City Council finds that the analysis, inspection, testing benefit the public and is in the best interest of the public; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:

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

SECTION 2: The City Council of the City of Justin hereby approves the contract with RJN Group, Inc., for the testing and inspection sanitary sewer system, attached as Exhibit

“A”, and further authorizes the City Manager to execute the 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: That this resolution shall become effective from and after its date of passage.

DULY PASSED and approved by the City Council of the City of Justin, Texas, by a vote on this the 12th day of February 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney

November 24, 2025

Jarod Greenwood
Town Manager
City of Justin
415 N College Ave
Justin, Texas 76247

**Subject: Proposal for Professional Engineering Services
2026 Flow Monitoring and I/I Study**

Dear Mr. Greenwood:

RJN Group, Inc., is pleased to submit this proposal to the City of Justin for flow monitoring services to measure the extent of Infiltration and Inflow (I/I) in the City's wastewater system.

RJN, established in 1975, is a professional engineering consulting firm focused on providing innovative engineering solutions and field services. With over 90% of our clients being municipalities and public utilities, and over 85% of our work focused on sewer collection systems, we are uniquely qualified for this project.

Project Background and Objectives

The City of Justin currently has its own Wastewater Treatment Plant. However, the City is growing rapidly. Due to the extensive growth, the City will be connecting to the Trinity River Authority (TRA) Denton Creek Regional Wastewater System (DCRWS). A new Denton Creek Interceptor (DCI) is currently under planning and construction, which will serve the City of Justin.

However, the City of Justin is aware of I/I in their system, which it aims to address before connecting to TRA's system. This I/I is suspected to primarily originate from Old Town, but the City wants to verify this assumption.

RJN currently plans to begin meter investigations in February and install meters in mid-March for a 90-day period (with the option to extend 30 additional days). Following the flow monitoring period, RJN will complete an I/I analysis, including recommendations on which basins the I/I is coming from, its severity, and recommended follow-up investigations to identify I/I sources.

This study will identify areas of I/I in the City's wastewater system and provide actionable next steps to find and address I/I.

Upon identifying which basins show excessive I/I from the flow monitoring, a condition assessment study is recommended as the next phase to identify the assets contributing I/I into the wastewater system. Condition assessment services are provided with this proposal as special services for the City's consideration following the flow monitoring and I/I study results.

Experience

In the past 50 years, RJN has completed over 2,000 sewer programs and evaluated nearly 300 million feet of pipeline, resulting in nearly \$400 million in construction improvement projects across the country. RJN maintains an active inventory of over 1,200 flow meters installed throughout Texas and the United States.

Assuring Quality and Safety

Quality Assurance

RJN is dedicated to delivering **quality** data. The completion of flow monitoring and asset inspections is critical in providing actionable results for the City. As collection system specialists, RJN has established data review procedures to verify accuracy. RJN's internal Quality Control tools, along with our corporate training and Quality Assurance processes, are designed to deliver a program that provides value to the City.

Safety

As an employee-owned firm, RJN's commitment to the **safety** of our employees, City staff, and the public is paramount. RJN demonstrates that commitment to safety in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Every project follows RJN's health and safety guidelines when completing any field work.

Price and Schedule Summary

This project will be invoiced on a unit price and lump sum basis for a total not-to-exceed fee of \$93,842. Flow monitoring will be completed in Spring 2026. Complete Scope of Services, Pricing, and Schedules are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Maps

We are looking forward to the opportunity to work with the City of Justin on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact us if you would like to discuss this proposal or have any questions.

Sincerely,



Karen Rico, PE
Regional Dir. of Infrastructure Assessment
(214) 659-1055



Daniela López, PE
National Practice Leader
Planning & Hydraulic Modeling
(214) 422-4919

EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services to perform flow monitoring in the City of Justin.

1. Project Management
 - a. Provide project management services including invoicing, scope, schedule, fee tracking, and closeout services.
 - b. Provide monthly updates to City staff throughout the duration of the project.
 - c. Meet with City staff as necessary to discuss progress of the project.
2. Meter Investigations
 - a. RJN shall conduct site investigations at 6 locations to assess the viability of each location. The investigation includes evaluating hydraulic conditions, access, safety, and other factors that may impact data quality or sensor longevity. If a location is deemed unsuitable, RJN shall investigate up to two alternative sites (upstream or downstream) for consideration. It is assumed the target sites will not require SCBA gear or more than a two-person crew to investigate. It is assumed most sites will require standard traffic control measures (portable signs and cones). RJN shall prepare and submit an electronic Site Investigation Report for approval. This report shall include a general site location map, a sketch of the installation, and details of physical characteristics such as pipe diameter, pipe material, manhole depth, and other relevant attributes.
3. Meter Installations
 - a. Based on the results of the site investigations, RJN will select equipment suited for the site to provide accurate and reliable flow data. RJN will use flow meters designed to measure flow in sanitary sewer pipes under both free-flow and surcharged conditions. The primary depth sensor will be ultrasonic with a resolution of up to 0.01 foot. Each site will also include level measurement redundancy using both a pressure and ultrasonic sensor. The primary velocity sensor will utilize Doppler technology.
 - b. The sensors shall be securely attached to the pipe by means of metal bands or anchoring hardware designed specifically for that purpose. A typical installation shall include the primary ultrasonic depth sensor mounted at the crown of the pipe, a redundant pressure transducer depth sensor mounted in the invert, and a Doppler velocity sensor mounted near the invert. The data logger and sensor cables shall be firmly secured to the manhole walls or steps.
 - c. Upon installation and activation of each flow meter, RJN shall take manual depth and velocity readings using independent instrumentation to confirm that the in-situ monitor yields data representative of actual field conditions. Field crews shall take manual velocity readings of the flow cross-section (velocity profile) in order to derive

an average velocity. Measurements, adjustments, and efforts undertaken during site visits shall be recorded on the maintenance log.

- d. Flow meters shall be synchronized in time to the same clock and shall be programmed to collect depth and velocity data at five (5) minute intervals.
- e. Terminal Units (RTU) shall be installed at each flow monitoring site to remotely gather the data. If certain sites are unsuitable for remote telemetry, RJN shall manually collect the data throughout the monitoring period.

4. Rain Gauge Investigations/Installations

- a. RJN shall select 1 rain gauge site to obtain rainfall data during the monitoring period. After selection, RJN will conduct site visits to locate public schools or other structures where the gauges can be installed.
- b. The rain gauge equipment shall consist of a data logger and rain gauge tipping bucket. The equipment shall be capable of measuring with a resolution of 0.01 inches. The tipping bucket shall be a corrosion-resistant funnel collector with a tipping bucket assembly. RJN shall coordinate with the city on any issues related to gaining access to buildings for the placement of gauges.
- c. Rain gauges shall be synchronized in time to the same clock and shall be programmed to collect rainfall data at five (5) minute intervals.
- d. Terminal Units (RTU) shall be installed at each rain gauge site to remotely gather the data. If certain sites are unsuitable for remote telemetry, RJN shall manually collect the data throughout the monitoring period.

5. Flow and Rain Gauge Monitoring Period

- a. Flow monitoring shall be conducted for a period of 90 days. It is assumed that adequate weather conditions will be observed during the monitoring period to obtain representative dry weather information and between four and six rain events of varying intensities for use in understanding both dry and wet weather flows within the city.
- b. Trained data analysts shall review the flow and rainfall monitoring data at least twice a week. During each review, data will be graphed to identify inconsistencies, such as data gaps, anomalies, and performance issues. Any equipment service needs shall be immediately conveyed to the field service crews.
- c. RJN's qualified field crews shall visit each monitor and rain gauge installation, as appropriate, to perform necessary maintenance to the equipment. Maintenance shall be conducted as needed and includes calibration of the recording devices, downloading recorded data, onsite analysis to ensure proper meter function, cleaning of the sensors, and replacing any defective equipment. Calibration involves comparing the returned sensor values against independent devices to verify that hydraulic characteristics and various flow regimes support the desired accuracy level. A velocity profile will also be obtained during each calibration by measuring the instantaneous velocity at predefined depths and then integrating to derive an average for comparison to the meters' calculated average velocity.

6. Meter and Rain Gauge Removal

- a. RJN shall remove the temporary flow meters and rain gauge at the end of the 90-day monitoring period if adequate weather conditions have been observed, including both dry weather and wet weather conditions with at least four (4) storm events of different rainfall intensities. RJN shall notify the city if adequate weather conditions are not observed during the initial 90-day period, so the city may consider funding an extended period for flow monitoring before the temporary flow meters are removed. If the monitoring period is extended, then the project schedule will also be extended by that same amount of time.

7. Data Processing

- a. The data shall be processed and edited in accordance with the field confirmations to produce final data sets for each site. The data processing efforts shall ensure that the raw data is preserved. When processing and analyzing the flow and rainfall data, various analytical tools, such as hydrographs, scattergraphs, and flow balancing methods will be used to verify the accuracy and precision of the flow data. If flow balancing anomalies are observed, they will be reported to the City for verification of system routing.
- b. Review up to 3 years of historical SCADA or plant influent data provided by the City for evidence of historical I/I.
- c. RJN will provide up to four user credentials to access its Clarity® platform. User credentials will remain valid for 3 months after uninstalling the flow meters. Flow data for the meter sites will be viewable on Clarity® along with site visits, media collected from each site, and field maintenance reports. Clarity® is RJN's secure, proprietary project and data management reporting platform that provides clients accessible data and powerful analytical tools in easily interpreted GIS map format. Live basin data is accessible via most web-capable devices. RJN can provide initial training on accessing and viewing data on Clarity.

8. I/I Analysis and Technical Memorandum

- a. RJN will analyze the processed data for wet- and dry-weather flow patterns. This includes dry-weather analysis and I/I analysis. The results will give the city information on how much I/I is occurring within each basin, helping the city identify areas that need further study. Recommendations will be provided for the next steps, which may include additional monitoring, an investigation and rehabilitation program, or other methods for inspecting and pinpointing infiltration and inflow.
- b. A I/I technical memorandum shall be submitted to the city, including details on each flow meter location, a summary of the flow data collected, analysis results and recommendations, scattergraphs of depth and velocity; hydrographs including depth, velocity, flow, and rainfall; tabular flow summaries showing daily max, min, average flow and rainfall data; and final data in Microsoft Excel format. Collected data and technical memorandum will be submitted electronically. A hard copy of the technical memorandum can be provided upon request.

- c. RJN will provide the following upon completion of the project:
 - i. Flow meter and rain gauge site sheets
 - ii. 5-minute flow and rainfall data in excel format
 - iii. 1-hour flow and rainfall data in excel format
 - iv. DVQ with rain hydrographs for hourly data
 - v. Scattergraphs
 - vi. I/I analysis Tech Memo

Items Requested from the City

1. Updated GIS geodatabases, shape files, or CADD atlases for the sanitary sewer collection system.
2. Access to sanitary structures for inspection. Assistance locating or opening seized/buried manholes as required.
3. Assistance with traffic control in high traffic areas, as necessary.
4. Up to 3 years of SCADA or plant influent data for I/I review.

Special Services

The following are special services that include additional work upon a joint approval by the City and RJN. The proposed condition assessment services are essential for accurately identifying the sources of I/I within the City's wastewater system. Through detailed field inspections, RJN will evaluate the physical condition of the assets. This thorough assessment will allow for the pinpointing of specific assets contributing to I/I, leading to actionable recommendations aimed at eliminating these sources. By addressing these issues proactively, the City can enhance the efficiency of its wastewater system. Scope of services for the special services includes:

1. Project Administration and Management
 - a. Provide project management services including invoicing, scope, schedule, fee tracking, and closeout services.
 - b. Provide monthly updates to City staff throughout the duration of the project.
 - c. Meet with City staff as necessary to discuss progress of the project.
2. Manhole Inspections
 - a. Utilizing industry standard safety procedures, subsurface manhole components will be inspected. Subsurface manhole components including the cover, frame, frame seal, chimney, cone, wall, pipe seals, bench, and trough will be inspected, and photos of defects will be recorded. Potential maintenance problems are also recorded and provisions to repair the problems are included in the recommendations.
 - b. Signs of cracking, collapse, root intrusion, deposition, grease, offset joints, active infiltration, or other defects at incoming pipes will be noted. Lines with observable structural defects will be earmarked as candidates for recommended television inspections. Additional information such as pipe diameter and material will be

collected. Pipe diameter measurements will be rounded to the nearest industry standard pipe size.

- c. RJN shall notify the City of manholes that are inaccessible, not found, buried, or believed to be non-existent. RJN's field crew will make a reasonable effort to locate manholes as shown on the provided GIS. The effort will include up to 10 minutes of onsite investigation including a metal detector, probe, and shovel. Manholes found to be buried less than 6 inches below grade in non-paved unobstructed areas shall be uncovered and inspected. If the manhole cannot be located within 10 minutes of arriving onsite, buried in a paved area, or greater than 6 inches below grade in a non-paved area, RJN will provide the City a list of unable to locate/access manholes. If the City makes accessible or exposes the manhole prior to data delivery deadline, City shall notify RJN. RJN will make a second visit to inspect the manhole. If the manholes are not made accessible, the initial efforts shall be compensated at half the cost of an inspection.

3. Public Relations and Notifications

- a. RJN will prepare and deliver notices necessary for the performance of smoke testing. Every reasonable effort will be made to distribute notices two (2) days prior to smoke testing; however, City will allow RJN to distribute notices up to a minimum of one day in advance of smoke testing.
- b. RJN may distribute notices up to a maximum of fourteen (14) days prior to smoke testing. If conditions do not allow smoke testing to be performed during this period, RJN will redistribute notices. If redistribution of smoke notices is required, testing may be performed within one (1) day of noticing.
- c. City representative and City of Justin Fire Department will be notified daily of smoke testing locations via email notification. City representative will provide RJN with the email addresses of involved city personnel for email notification.

4. Smoke Testing

- a. Smoke testing will be conducted using dual axial blowers and liquid smoke. Smoke testing lengths shall be limited to two line segments between the upstream and downstream blower locations. Smoke testing will be performed only during dry ground periods.
- b. Flags shall be placed at observed smoke locations and digital images shall be captured. Smoke defect locations shall be recorded by obtaining GPS coordinates. Private sector smoke defect images shall be entered into the field inspection database.
- c. Main line defects and service lateral defects shall be scrutinized to ensure that a conservative determination of public vs. private side defects is made. If necessary, the line shall be earmarked for television inspection.

5. Dyed Water Test

- a. Dyed water testing shall be conducted to verify the existence of inflow and infiltration sources based on the identified observations from smoke testing. It shall be performed at suspected storm sewer cross-connections, streams, creeks, ditches, and other ponding areas that may be contributing to inflow. Estimated leakage rates shall be provided for each positive dye test. Water for the dyed water flooding will be provided by the City at no charge to RJN.
- b. Dyed water testing is performed by plugging or blocking off an area or storm-related line at a location of a previously identified smoke defect. Dyed water is discharged at the smoke defect location at a continuous rate until dyed water is confirmed at the downstream manhole in the sanitary sewer system, indicating a positive result. If, after an hour of continuous dyed water flooding and no dyed water is observed at the downstream manhole, the result is negative, and the test is terminated.

6. Data Management

- a. Collect and review existing information including maps, as built records, and other pertinent information. City will provide the latest ArcGIS shape files of the study area's wastewater system. RJN shall prepare preliminary field maps for project use from existing City shape files.
- b. Update the maps as differences are found during the field investigations and provide them to the City. Updates shall include new lines, manholes, and cleanouts and will be provided electronically in the form of shapefiles to be compatible with GIS.
- c. Data shall be recorded by field crews on RJN's electronic forms for each specified activity. Field inspection data shall be entered into a computerized data management system from which rehabilitation recommendations shall be made. Field inspection data and photos will be provided in digital format to the City.
- d. Clarity® is RJN's secure, proprietary project and data management reporting platform that provides our clients with accessible data. Live basin data is accessible via most web-capable devices. Clarity® access will be provided from start to end of the project for up to four users. Access will discontinue one month after the technical memorandum is submitted.

7. Defect Analysis and Technical Memorandum

At the end of field investigation services, a source defect analysis of the field data will be performed to develop recommendations for prioritizing I/I source repairs. A description of field investigations, engineering analyses, and recommended actions to reduce I/I will be included in the report. The following will be provided in a comprehensive rehabilitation and improvement strategy as coordinated with the City:

- a. Provide rehabilitation and improvement costs for various types of I/I defect repairs and sewer improvements for line and manhole improvements.
- b. Perform a priority analysis for an I/I rehabilitation plan based on applicable rehabilitation methods, materials, and costs.

- c. Develop recommendations for rehabilitation of both public and private I/I sources in priority order, cost estimates by individual rehabilitation type, and estimated I/I reduction as a result of the recommendations.
- d. Provide a preliminary method rehabilitation for manholes identified with defects. RJN will consult with the City to establish a select/preferred number of rehabilitation options for the various defects. RJN will provide the method of choice in the report.
- e. Prepare and submit a technical memorandum that includes results of the I/I investigations, findings, cost estimates, and recommended plan to reduce I/I and a preliminary schedule of implementation for manhole rehabilitation. Collected data and technical memorandum will be submitted electronically. A hard copy of the technical memorandum can be provided upon request.
- f. Media deliverables shall include manhole inspection reports with photos, service line defect reports by address with photos, GIS geodatabase with updates. Reports and photos will also be available through RJN's Clarity® platform. RJN Clarity® access will discontinue one month after the technical memorandum is submitted.



EXHIBIT B PRICING

Pricing for City of Justin, TX 2026 Flow Monitoring and I/I Study project is as follows:

Pricing Terms for Invoicing: Unit Price / Lump Sum

Not-To-Exceed Total Cost: \$93,842

Cost Schedule

Service	Unit Price	Units	Fee
Project Management and Administration	Lump Sum		\$9,585
Meter Investigations	\$413/EA	6	\$2,478
Meter Installations	\$845/EA	6	\$5,070
Rain Gauge Investigations/Installations	\$525/EA	1	\$525
Flow Monitoring Period	\$75/MD	540	\$40,500
Rain Gauge Monitoring Period	\$11/RGD	90	\$990
Meter and Rain Gauge Removal	\$425/EA	7	\$2,975
Data Processing	Lump Sum		\$16,482
I/I Analysis and Technical Memorandum	Lump Sum		\$15,237

Proposal Option

This Proposal can be amended to include additional work upon joint approval by the City and RJN. Upon authorization of the City the monitoring period can be extended for an additional 30 days at the above Meter Day and Rain Gauge Day prices.

Notes

Pricing is subject to change 90 days from the date of the proposal.

Special Services Cost Schedule

This Proposal can be amended to include additional work upon joint approval by the City and RJN. Upon authorization of the City, RJN can perform the following services per the following cost schedule:

Pricing for City of Justin, TX Wastewater System Condition Assessment Services is as follows:

Pricing Terms for Invoicing: Unit Price / Lump Sum

Not-To-Exceed Total Cost: \$131,655

Cost Schedule

Service	Unit Price	Units	Fee
Project Management and Administration	Lump Sum		\$11,150
Manhole Inspections – Full	\$190/MH	190	\$36,480
Manhole Inspections – Partial	\$95/MH	TBD ^{1/}	
Public Relations and Notifications	\$0.12/LF	67,000	\$8,040
Smoke Testing	\$0.68/LF	67,000	\$45,560
Dyed Water Testing	\$700/EA	5	\$3,500
Data Management	Lump Sum		\$7,160
Defect Analysis and Technical Memorandum	Lump Sum		\$19,765

1/ It is assumed that a potential portion of the 190 manholes may be unable to be located or inaccessible, and those will be compensated at half cost. Unable to locate/access manhole quantity to be determined after completion of manhole inspections.

Notes

Pricing is subject to change 12 months from the date of the proposal.



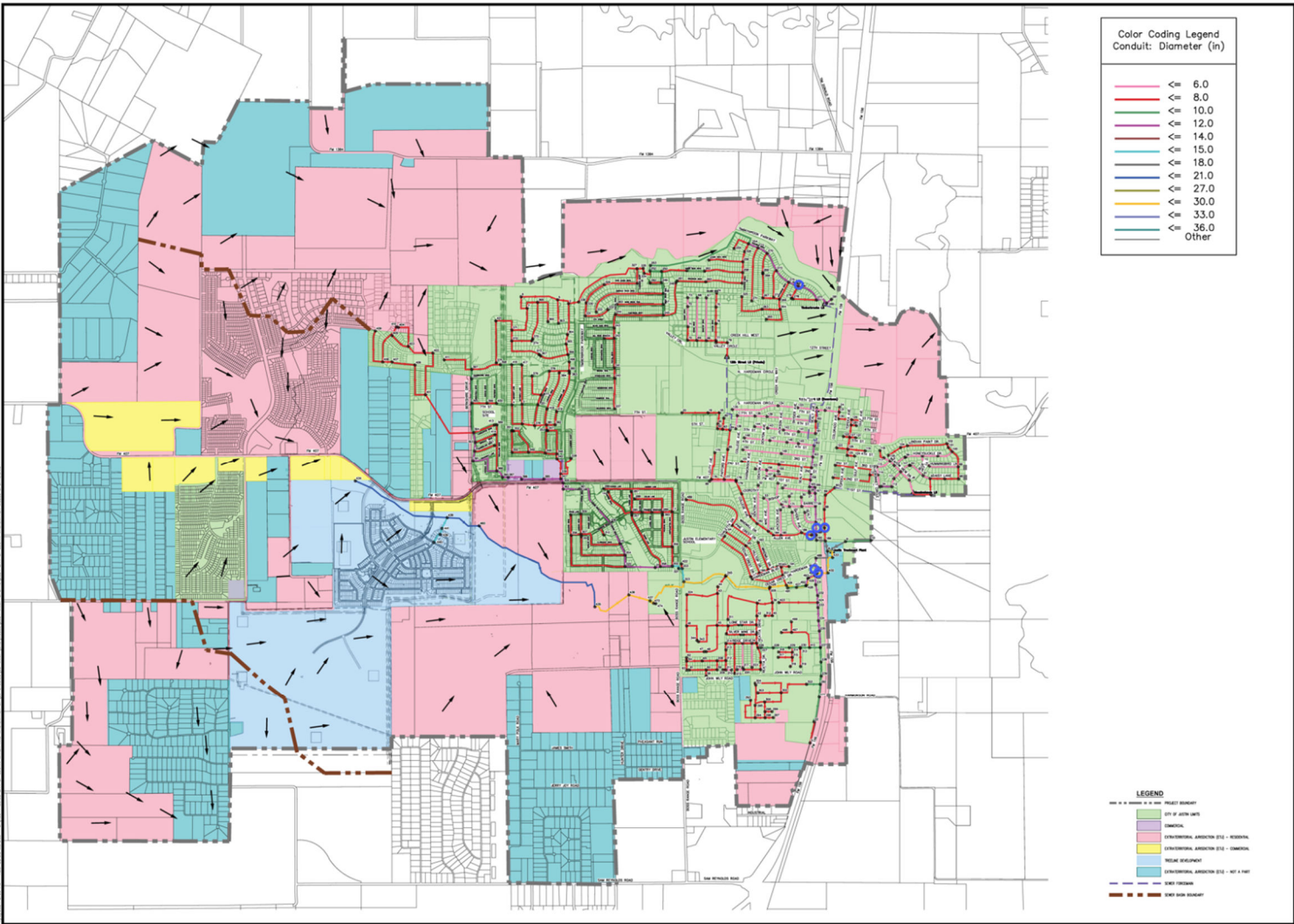
EXHIBIT C

PROPOSED SCHEDULE

RJN plans to coordinate the flow monitoring work with the TRA flow monitoring timeline.

Task	Timeline
Meter Investigations	Anticipated February 2026
Meter Installs	Anticipated March 2026
Metering Period	Anticipated March-June 2026
I/I Reporting	Within three months of the monitoring period completion

Proposed meter locations are shown by the blue circles.





City Council Coversheet
February 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 2. (POSSIBLE ACTION ITEM)

Title: Consider approving Ordinance 840-26 Authorizing the Sale of City-Owned Real Property and Approving a Commercial Contract with North Forest Office Space – Fort Worth, LLC

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration.

Background:

The City of Justin currently owns an unimproved tract of land identified as Justin Town Square, Block 5, Lot 3, located within the Justin Town Square development area. This property was previously acquired by the City for potential municipal or economic development purposes.

After review of current and projected municipal needs, staff has determined that this property is no longer required for public use and does not serve a necessary municipal function. As a result, staff has explored options for the disposition of the property in a manner that benefits the City and supports continued private investment within the Justin Town Square area.

PROPOSED ACTION

The City has negotiated a Commercial Contract – Unimproved Property with North Forest Office Space – Fort Worth, LLC for the purchase of the property. The key terms of the proposed contract include:

- Sale of the property in its current condition
- Purchase price and terms as outlined in the attached contract
- Standard due diligence and feasibility provisions
- Closing to occur in accordance with the timeline established in the contract
- City to convey the property by deed at closing

The proposed ordinance formally:

1. Declares the property as surplus and no longer needed for municipal purposes
-

2. Approves the Commercial Contract for the sale of the property
3. Authorizes the City Manager to execute the contract and all necessary closing documents
4. Authorizes staff to complete the transaction in accordance with the approved terms

ANALYSIS

Selling this property will allow the City to:

- Return the property to the tax rolls
- Encourage additional private development within Justin Town Square
- Eliminate ongoing maintenance and holding costs
- Generate revenue for the City consistent with the negotiated sales price

Staff has reviewed the proposed contract and determined that the terms are reasonable and consistent with market practices for similar unimproved commercial property transactions.

Because the City of Justin is a home-rule municipality, the City Council has the authority to declare property surplus and authorize its sale by ordinance.

FISCAL IMPACT

Approval of this ordinance will result in the City receiving sales proceeds as outlined in the contract, less any customary closing costs. The exact net amount will be determined at closing based on final prorations and settlement statements.

City Attorney Review: Yes

Attachments:

1. JTS Sale of Property Ordinance
2. Exhibit A- JTS MAP
3. Exhibit B

ORDINANCE NO. 840-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING AND APPROVING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF JUSTIN; APPROVING A COMMERCIAL CONTRACT FOR THE SALE OF UNIMPROVED PROPERTY; FINDING THAT THE PROPERTY IS NO LONGER NEEDED FOR MUNICIPAL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE SALE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas is a home-rule municipality operating under the laws of the State of Texas; and

WHEREAS, the City of Justin is the owner of certain real property located within the City of Justin, Denton County, Texas, more particularly described as Justin Town Square, Block 5, Lot 3, Denton County, Texas, and as further described in Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property”); and

WHEREAS, the City Council has reviewed and considered the potential sale of the Property and has determined that the Property is not presently needed for public or municipal purposes; and

WHEREAS, the City has negotiated a proposed Commercial Contract – Unimproved Property with North Forest Office Space – Fort Worth, LLC for the sale of the Property (the “Contract”), which Contract is attached hereto as Exhibit “B” and incorporated herein for all purposes; and

WHEREAS, the City Council finds that the sale of the Property in accordance with the terms and conditions set forth in the Contract is in the best interest of the City and serves a valid public purpose; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Contract and any and all other documents necessary to complete the sale of the Property in accordance with the approved terms;

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

SECTION 1. The findings and recitals contained in the preamble of this Ordinance are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. The City Council hereby finds and determines that the Property described in Exhibit “A” is no longer needed for municipal or public use and is hereby declared surplus property.

SECTION 3. The City Council hereby approves the Commercial Contract – Unimproved Property between the City of Justin, as Seller, and North Forest Office Space – Fort Worth, LLC, as Buyer, in substantially the form attached hereto as Exhibit “B.”

SECTION 4. The City Manager, or the City Manager’s designee, is hereby authorized and directed to execute the Contract and any and all deeds, closing documents, affidavits, certificates, instruments, and other documents necessary or convenient to complete the sale and conveyance of the Property in accordance with the terms of the Contract and this Ordinance.

SECTION 5.

The City Manager is further authorized to take all actions reasonably necessary to carry out the intent of this Ordinance, including making minor, non-substantive modifications to the Contract and related documents, provided that such modifications do not materially alter the financial or legal obligations of the City.

SECTION 6.

This ordinance shall take effect immediately upon its passage and adoption.

DULY PASSED by the City Council of the City of Justin, Texas, on the 12th day of February 2026.

On first reading, the 12th day of February 2026.

On the second and final reading, the 12th day of March 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

WHEREAS, JUSTIN TOWN CENTER, LTD, CHL LT 2 JUSTIN, LHC, CHL LT 8 JUSTIN, LLC, ITS 3.8 LLC, the owner of a tract of land situated within the Mary Polk Survey, Abstract No. 993, and the MEP&P RR CO Survey, Abstract No. 207, City of Justin, Denton County, Texas, same being all of Justin Town Square, an addition to the City of Justin, Denton County, Texas, as shown on the plat recorded in Document Number 2022-94, Plat Records, Denton County, Texas, (PRDCT), and being all of a remainder tract of land as described by deed to the City of Justin as recorded in Document Number 2019-78324, Deed Records, Denton County, Texas (DRDCT), and also being all of a tract of land as described by deed to ITS 3.8 LLC as recorded in Document Number 2019-78324, Deed Records, Denton County, Texas (DRDCT), and being more particularly described by metes & bounds as follows: (Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the Airterra RTKnet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown on the U.S. Survey feet displayed on surface values)

BEGINNING at a 5/8-inch capped iron rod marked "993-4838" found (CIRF) for the southwest corner of Lot A, Block 3, of said Justin Town Square, same being the southeast corner of Lot 20, Block G, Reatta Ridge Addition, Phase 4, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Document Number 2019-394, PRDCT, and being in the north line of Lot 3, Block 1, Reatta Ridge Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet R, Page 319, PRDCT;

THENCE with the common line between the said Justin Town Square and said Reatta Ridge Addition, Phase 4 the following courses and distances:

North 00°21'07" East, a distance of 489.49 feet to a 1/2-inch iron rod found (IRF) for an ell corner in the said Justin Town Square, same being a re-entrant corner in Lot 13, Block G of said Reatta Ridge Addition, Phase 4;
North 89°17'38" East, a distance of 40.83 feet to an IRF for the southwest corner of Lot A, Block 4 of said Justin Town Square, same being an ell corner in said Lot 13;
North 00°30'14" West, a distance of 277.53 feet to a point for the northwest corner of said Lot A, Block 4, same being the northeast corner of Lot 11, Block G of the aforesaid Reatta Ridge Addition, Phase 4 from which a CIRF bears North 30°44'43" West, a distance of 63.44 feet;
South 88°37'32" East, a distance of 122.43 feet to an IRF for the southeast corner of Lot 7, Block A of said Reatta Ridge Addition, Phase 4, same being the southwest corner of the aforementioned City of Justin tract;

THENCE North 07°11'08" West, with the common line between the said City of Justin tract and said Reatta Ridge Addition, Phase 4, passing at a distance of 740.36 feet a 5/8-inch capped iron rod marked "BHB INC" set (IRF) for a witness corner, and now continuing with the said common line to an IRF for a total distance of 840.36 feet to a point in Trail Creek for the northwest corner of the said City of Justin tract, same being the northeast corner of said Reatta Ridge Addition, Phase 4, and being in the south line of Lot 18B, Block 10, Buddy Hardeman Addition, Phase III, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet V, Slide 203, PRDCT;

THENCE with the common line between the said City of Justin tract and said Lot 18B, and with Trail Creek the following courses and distances:

South 85°54'28" East, a distance of 46.16 feet to a point;
South 79°42'47" East, a distance of 94.41 feet to a point;
North 80°02'48" East, a distance of 73.10 feet to a point;
North 78°24'50" East, a distance of 64.20 feet to a point;
North 79°53'14" East, a distance of 123.57 feet to a point for the southwest corner of said Lot 18B, same being the southwest corner of Lot 1, Block 1, Bishop Gardens, an addition to the City of Justin, Denton County, Texas as shown in Document Number 2015-286, PRDCT;

THENCE with the common line between the said City of Justin tract and said Bishop Gardens, and continuing with Trail Creek the following courses and distances:

North 79°53'14" East, a distance of 64.25 feet to a point;
North 87°21'02" East, a distance of 236.77 feet to a point;
North 81°50'52" East, a distance of 66.77 feet to a point;
North 69°44'30" East, a distance of 176.72 feet to a point for the northeast corner of the said City of Justin tract, same being the southeast corner of said Bishop Gardens, and being in the west line of a tract of land known as Bishop Park (see record found);

THENCE South 07°19'43" East, with the common line between the said City of Justin tract and said Bishop Park, passing at a distance of 300.00 feet an IRF for a witness corner, and now continuing with the said common line to an IRF for a total distance of 480.40 feet to a 1/2-inch capped iron rod marked "KAZ" found (CIRF(K)) for an ell corner in the said City of Justin tract, same being in the north line of Lot 1, Block A, JWR 711 Addition as shown on the plat recorded in Document Number 2021-237, PRDCT;

THENCE South 89°56'47" East, with the common line between the said City of Justin tract and said JWR 711 Addition, a distance of 36.24 feet to a CIRF(K) for the northwest corner of said JWR 711 Addition;

THENCE South 07°23'35" East, continuing with the said common line, a distance of 467.74 feet to a CIRF(K) for the southwest corner of said JWR 711 Addition, same being the northwest corner of Lot 2, Block 2, Hardeman Centre Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet Y, Page 93, PRDCT, and being the northeast corner of Wallace Drive (a 60' right-of-way);

THENCE South 89°16'59" West, with the common line between the said City of Justin tract and the north right-of-way line of said Wallace Drive, a distance of 60.38 feet to a 5/8-inch capped iron rod marked "BHB INC" found (CIRF(B)) for the northeast corner of the aforementioned Justin Town Square, same being the southeast corner of the aforementioned ITS 3.8, LLC tract, and being the northeast corner of Wallace Drive;

THENCE with the common line between said Justin Town Square and said Wallace Drive the following courses and distances:

South 04°00'35" East, a distance of 286.60 feet to a CIRF(B);
along a non-tangent curve to the left having a central angle of 180°21'40", a radius of 85.00 feet, an arc length of 204.61 feet, and a chord which bears South 31°14'50" East, a distance of 130.00 feet to a CIRF(B);
South 03°52'38" East, passing at a distance of 7.84 feet a point for the most westerly northwest corner of Lot 3, Block 1, Hardeman Centre Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet Y, Page 93, PRDCT, and now continuing with the common line between said Justin Town Square, and said Hardeman Centre Addition as recorded in Cabinet Y, Page 93, PRDCT, passing at a distance of 244.59 feet, an IRF for the southwest corner of said Hardeman Centre Addition as recorded in Cabinet Y, Page 93, PRDCT, same being the northwest corner of Lot 1, Block 1, Hardeman Centre Addition, an addition to the City of Justin, Denton County, Texas, as shown on the plat recorded in Cabinet W, Page 68B, PRDCT, and now continuing with the common line between said Justin Town Square, and said Lot 1, Block 1, Hardeman Centre Addition in all for a total distance of 374.85 feet to a 1/2-inch capped iron rod (illegible) for the southwest corner of said Lot 1, Block 1, Hardeman Centre Addition, same being the southeast corner of said Justin Town Square, and being in the north line of Lot 18A, Block 1, Reatta Ridge Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet V, Page 3, PRDCT;

THENCE South 89°16'43" West, with the common line between said Justin Town Square and said Lot 18A, passing at a distance of 234.88 feet a point for the northwest corner of said Lot 18A, same being the northeast corner of Lot 2, Block 1, of the aforementioned Reatta Ridge Addition as recorded in Cabinet C, Slide 33B, PRDCT and now continuing with the common line between said Justin Town Square and said Reatta Ridge Addition as recorded in Cabinet A, Page 120, PRDCT in all for a total distance of 1358.55 feet to the POINT OF BEGINNING, containing 1,579,092 square feet or 36,251 acres more or less;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS I

THAT Justin Town Center, LTD, CHL LT 2 Justin, LHC, CHL LT 8 Justin, LLC, The City of Justin, and ITS 3.8, LLC acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereto above described property as LOTS 1-7, BLOCK 1, BLOCK 2, BLOCK 3, BLOCK 4, BLOCK 5, BLOCK 6, BLOCK 7, BLOCK 8, BLOCK 9, BLOCK 10, BLOCK 11, BLOCK 12, BLOCK 13, BLOCK 14, BLOCK 15, BLOCK 16, BLOCK 17, BLOCK 18, BLOCK 19, BLOCK 20, BLOCK 21, BLOCK 22, BLOCK 23, BLOCK 24, BLOCK 25, BLOCK 26, BLOCK 27, BLOCK 28, BLOCK 29, BLOCK 30, BLOCK 31, BLOCK 32, BLOCK 33, BLOCK 34, BLOCK 35, BLOCK 36, BLOCK 37, BLOCK 38, BLOCK 39, BLOCK 40, BLOCK 41, BLOCK 42, BLOCK 43, BLOCK 44, BLOCK 45, BLOCK 46, BLOCK 47, BLOCK 48, BLOCK 49, BLOCK 50, BLOCK 51, BLOCK 52, BLOCK 53, BLOCK 54, BLOCK 55, BLOCK 56, BLOCK 57, BLOCK 58, BLOCK 59, BLOCK 60, BLOCK 61, BLOCK 62, BLOCK 63, BLOCK 64, BLOCK 65, BLOCK 66, BLOCK 67, BLOCK 68, BLOCK 69, BLOCK 70, BLOCK 71, BLOCK 72, BLOCK 73, BLOCK 74, BLOCK 75, 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COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Justin

Address: 415 N College Avenue, Justin, TX 76247

Phone: (817)648-2541 E-mail: jgreenwood@cityofjustin.com

Mobile: _____ Fax or Other: _____

Buyer: North Forest Office Space- Fort Worth, LLC

Address: 2829 Wehrle Drive, Williamsville, NY 14221

Phone: (585)406-9088 E-mail: randym@nforest.com

Mobile: _____ Fax or Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Denton County, Texas at Justin Town Square BLK 5 Lot 3 (address) and that is legally described on the attached Exhibit _____ or as follows: **JUSTIN TOWN SQUARE BLK 5 LOT 3 Property ID: 1030410**

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$ 1,732,163.40

(2) Sum of all financing described in Paragraph 4 \$ _____

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 1,732,163.40

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☐ (1) The sales price will not be adjusted based on a survey.
☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 16.50 per:

☒ (i) square foot of ☐ total area ☒ net area.

☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;

☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

☐ (iii) _____.

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____ . This contract:
☒ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____ .
- ☐ C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____ .

5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$45,000.00 as earnest money with Fidelity National Title (title company) at 101 Countryside Ct, Southlake, TX, 76092 (address) Megan Newburn (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or

☐ (ii) _____.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within _____ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 25 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☒ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

- B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 1,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- ☒ (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of 30 days by delivering \$5,000.00 to the title company as additional earnest money.

- (a) \$5,000.00 of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) *(Check no boxes or only one box.)*

☐ all or ☐ \$_____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

(a) employ only trained and qualified inspectors and assessors;

(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;

(c) abide by any reasonable entry rules or requirements of Seller;

(d) not interfere with existing operations or occupants of the Property; and

(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within _____ days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: *(Check all that apply.)*

☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;

☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;

☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

☐ (d) copies property tax statements for the Property for the previous 2 calendar years;

☐ (e) plats of the Property;

☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and

☐ (g) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Glacier Commercial Realty, L.P
Shrum-Beckman Interests, LLC
Agent: Deborah Walls
Address: 1807 Keller Pkwy Suite 200
Keller, TX 76248
Phone & Fax: (817)528-1626
E-mail: dwalls@glaciercommercial.com
License No.: 681185

Cooperating Broker: _____
Agent: _____
Address: _____
Phone & Fax: _____
E-mail: _____
License No.: _____

Principal Broker: (Check only one box)
☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
☒ 3.000 % of the sales price.

Cooperating Broker a total cash fee of:
☐ _____ % of the sales price.

The cash fees will be paid in Tarrant County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☐ _____ days after the expiration of the feasibility period.

☐ _____ (specific date).

☒ 15 days after the expiration of the feasibility period, but no later than May 15th, 2026

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) an assignment of all leases to or on the Property;
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

- (1) Seller and the sales price will be reduced by the same amount; or
- (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☒ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☐ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- ☐ (1) Property Description Exhibit identified in Paragraph 2;
- ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
- ☐ (3) Commercial Property Condition Statement (TXR-1408);
- ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
- ☐ (6) Addendum for Coastal Area Property (TXR-1915);
- ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- ☐ (8) Information About Brokerage Services (TXR-2501);
- ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- ☐ (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- ☐ (11) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before

the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: City of Justin

Buyer: North Forest Office Space- Fort Worth, LLC

By: City Manager of the City of Justin
By (signature): _____
Printed Name: Jarrod Greenwood
Title: City Manager for Justin, TX

By: North Forest Office Space- Fort Worth, LLC
By (signature): _____
Printed Name: Randy Mauger
Title: General Manager

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: Matthew L Butler

Boyle & Lowry, L.L.P

Address: 4201 Wingren Drive Suite 108

Irving, TX 75062

Phone & Fax: (972)650-7100

E-mail: mbutler@boyle-lowry.com

Seller's attorney requests copies of documents, notices, and other information:

☒ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney: Trent Brough

Address: 1213 S Slaughter Lane Suite 100

Austin, TX 78748

Phone & Fax: (512)792-9510

E-mail: trent@bandrlaw.com

Buyer's attorney requests copies of documents, notices, and other information:

☒ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: Fidelity National Title

Address: 101 Countryside Ct

Southlake, TX 76092

By: _____

Phone & Fax: (817)797-6686

Assigned file number (GF#): _____

E-mail: megan.newburn@fnf.com