

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
MARCH 12, 2026
415 N. COLLEGE AVE.
5:00 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
 - Magnolia Ridge

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
 - Justin Crossing Commercial
 - Dream Complex

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 ACTION AS A RESULT OF CLOSED SESSION

D) UPCOMING MEETINGS AND EVENTS

1. - March 17, 2026, Planning and Zoning Commission Meeting at 6:30 p.m.
- March 17, 2026, Library Board Meeting at 4:30 p.m.
- March 19, 2026, Economic/Community Development Corporation Meeting at 5:30 p.m.
- March 26, 2026, City Council meeting at 5:30 p.m.
- March 27, 2026 J-Rec Kickoff
-March TBD, 2026 Peterson Park Grand Opening

E) REPORT(S)

1. Receive an update on the Regional Animal Control Project
2. Receive an Audit Report from Fiscal Year 2024-2025
3. Receive a Quarterly Investment Report

F) WORKSHOP ITEM(S)

1. Discussion regarding the creation of an Ordinance Review Committee
2. Discuss and receive an update on the JRec program.
3. Discussion regarding the Renters Certificate of Occupancy
4. Discussion regarding open containers on 4th Street
5. Presentation and discussion regarding BNSF crossings
6. Presentation and discussion regarding recent City Hall Liability Incidents

G) 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) business hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

H) CONSENT AGENDA

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

1. Consider approving the City Council minutes dated February 12, 2026; and take appropriate action.

2. Consider approving Resolution 809-26 amending the Master Fee Schedule; and take appropriate action.
3. Consider adopting Ordinance 839-26, second and final reading, 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.
4. Consider approving Resolution 819-26, authorizing an interlocal agreement with Denton County for consolidated communications for the Fire and Police Departments; and take appropriate action.
5. Consider adopting Ordinance 851-26, first reading, approving a Dangerous Animal Ordinance; and take appropriate action.
6. Consider adopting Ordinance 844-26, first reading, approving a Pandhandlers Ordinance; and take appropriate action.
7. Consider adopting Ordinance 845-26, first reading, approving a School Zone Speed Limit at Justin Elementary and Timberbrook Parkway; and take appropriate action.
8. Consider adopting Ordinance 850-26, first reading, approving a budget amendment reallocating existing funds for the purchase of an ambulance remount for the Justin Fire Department; and take appropriate action.
9. Consider approving Resolution 822-26 authorizing the purchase of an ambulance remount, including chassis, for the Justin Fire Department through the HGACBuy Cooperative Purchasing Program with Frazer, Ltd; and take appropriate action.

I) ITEMS PULLED FROM CONSENT AGENDA

J) PUBLIC HEARING

1. Conduct a Public Hearing and consider adopting ordinance 843-26, first reading, amending the existing Planned-Development (GB-PD 724) to allow blade signage for Extra Space Storage legally described as A0207A F.B. BORDEN, TR 8G(PT), 2.725 ACRES addressed as 103 HARDEMAN BLVD

K) POSSIBLE ACTION ITEMS

1. Consider adopting Ordinance 840-26, first reading, authorizing the Sale of City-Owned Real Property and Approving a Commercial Contract with North Forest Office Space – Fort Worth, LLC; and take appropriate action.
2. Consider adopting Ordinance 841-26, first reading, adopting a budget for Kemper Sports to conduct the J-Rec Sports program; and take appropriate action.
3. Consider adopting Ordinance No. 842-26 on first reading, repealing Chapter 10, Article XI, Sections 311 through 320 of the Code of Ordinances related to the Renters Certificate of Occupancy (RCO) program; and take appropriate action

4. Consider approving Resolution 824-26 authorizing the renaming of the City Hall Park; and take appropriate action

L) FUTURE AGENDA ITEMS

M) ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 3/5/26 by 2 p.m., in compliance with the Texas Open Meetings Act.

A handwritten signature in cursive script, appearing to read "Amy Piukana", written in dark ink on a light background.

Amy Piukana, TRMC, City Secretary



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

Agenda Item: 1. (REPORT(S))

Title: Receive an update on the Regional Animal Control Project

Department: Administration

Contact: Abbey Reece

Recommendation:

This item is a report and discussion item, no official action will be taken.

Background:

This item has been placed on the agenda at the request of Mayor Clark.

City Attorney Review: No

Attachments:

None

City of Justin

Quarter Ending: December 31, 2025

Quarterly Investment Report

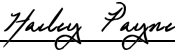
Performance	9/30/2025	12/31/2025
Portfolio Yield (Avg. Monthly Rate)	4.116	3.825
3-Month Treasury Benchmark	3.920	3.590
Portfolio Net Asset Value (NAV)	1.000127	1.000263
Portfolio Weighted Avg. Maturity (≤ 365 Days)	47	41

Fund	Description	Beginning Balance		Deposits		Withdrawals		Interest	Ending Balance
		9/30/2025							12/31/2025
Local Government Investment Pool (Texstar)									
Debt	2025 GO Bond	\$ 19,879,913.03	\$ -	\$ -	\$ 199,782.97	\$ -	\$ -	\$ 20,079,696.00	
Debt	CO Series 2019	527,362.67	-	74,003.09	5,146.78	-	-	458,506.36	
EDC	EDC 4A Reserves	247,500.55	-	-	2,487.23	-	-	249,987.78	
EDC	EDC 4B Reserves	314,607.71	-	-	3,341.65	-	-	317,949.36	
General	General Fund Reserve	1,160,540.27	-	-	11,662.82	-	-	1,172,203.09	
Water/ Wastewater	Impact Fee Account	538,190.34	-	-	5,408.55	-	-	543,598.89	
General	Seizure Fund	8,514.15	-	-	85.56	-	-	8,599.71	
Debt	TWDB Debt Service	173,588.98	-	-	1,774.46	-	-	175,363.44	
Water/ Wastewater	Water & Sewer Fund	4,618,795.56	-	-	46,416.54	-	-	4,665,212.10	
Capital Improvement	West Side Sewer Construction Fund	1,059,189.00	-	-	10,644.33	-	-	1,069,833.33	
Total - Local Government Investment Pool - Texstar		\$ 28,528,202.26	\$ -	\$ 74,003.09	\$ 286,750.89	\$ -	\$ -	\$ 28,740,950.06	
Vista State Bank									
Water/ Wastewater	Utility Deposits	\$ 5,715.76	\$ -	\$ -	0.71	\$ -	\$ -	5,716.47	
General	General Operating	92,651.98	-	-	12.88	-	-	92,664.86	
General	Community Library	2,382.80	-	-	-	-	-	2,382.80	
Total - Vista State Bank		\$ 100,750.54	\$ -	\$ -	\$ 13.59	\$ -	\$ -	\$ 100,764.13	
Chase Bank									
EDC	Justin Economic Development Corporation	\$ 991,786.44	\$ 112,577.61	\$ 51,566.52	\$ -	\$ -	\$ -	1,052,797.53	
CDC	Justin Community Development Corporation	1,149,593.31	112,577.61	35,000.00	-	-	-	1,227,170.92	
Consolidated Cash	General Operating	10,775,055.90	9,178,527.30	9,832,993.89	-	-	-	10,120,589.31	
Public Improvement District	PID IA#1	248,334.02	554,723.53	69,065.25	-	-	-	733,992.30	
Public Improvement District	PID IA#2	23,144.29	449,283.51	23,144.29	-	-	-	449,283.51	
Water/ Wastewater	Utility Deposits	672,626.31	-	-	-	-	-	672,626.31	
General	Tax Account	1,785,769.86	1,093,755.94	739.89	-	-	-	2,878,785.91	
Capital Improvement	Security & Technology	17,070.33	-	-	-	-	-	17,070.33	
Debt Service	Revenue Bond I&S	-	67,686.58	-	-	-	-	67,686.58	
Water/ Wastewater	Water Operating	150.00	18,906.34	-	-	-	-	19,056.34	
Total - Chase Bank		\$ 15,663,530.46	\$ 11,588,038.42	\$ 10,012,509.84	\$ -	\$ -	\$ -	\$ 17,239,059.04	
Grand Total Cash & Investments		\$ 44,292,483.26	\$ 11,588,038.42	\$ 10,086,512.93	\$ 286,764.48	\$ -	\$ -	\$ 46,080,773.23	

COLLATERALIZATION OF BANK DEPOSITS

	BOOK VALUE 12/31/2025	MARKET VALUE 12/31/2025	
Total Federal Securities	\$ 17,068,800.00	\$ 16,464,724.58	
Vista Bank Balance		100,764.13	
Chase Bank Balance (excl. CDC)		16,011,888.12	
FDIC Coverage (\$250,000 per financial institution)		(500,000.00)	
Difference		\$ 15,612,652.25	
Difference @ 102%		1.02	
Amount to Be Covered by Collateral		\$ 15,924,905.30	
Collateral		\$ 16,464,724.58	
Total Collateral		\$ 16,464,724.58	103.39% Collateralized

The Quarterly Investment Report contains internal management reports for the City of Justin’s Investment Program and is presented in accordance with the Public Funds Investment Act (Texas Government Code Chapter 2256). The investments included in this report are in compliance with the policies and strategies contained in the City of Justin’s adopted Investment Policy, as approved by City Council resolution.

Signed by:

Hailey Payne, Finance Director & Investment Officer
E17D7619E53C444...

3/9/2026
Date



Quarterly Investment Report
Executive Summary and Economic Outlook
Quarter Ending December 31, 2025

Investment Program Overview

The City of Justin manages its investment portfolio in accordance with the Public Funds Investment Act (Texas Government Code Chapter 2256) and the City's adopted Investment Policy. The primary objectives of the City's investment program, in order of priority, are safety of principal, liquidity, and yield¹. These objectives guide all investment decisions and ensure that public funds are managed in a prudent and transparent manner.

For the quarter ending December 31, 2025, the City's total cash and investment balances increased from \$44,292,483.26 to \$46,080,773.23, reflecting routine operating revenues, transfers between funds, and continued growth in several capital and utility-related accounts. The City's portfolio generated an average monthly yield of approximately 3.825%, performing competitively relative to short-term market benchmarks. The portfolio's weighted average maturity was 41 days at quarter end, which remains well below the City's policy limit of 365 days and supports the City's operational cash flow requirements.

Investment Pools and Portfolio Structure

A significant portion of the City's invested funds are placed in the TexSTAR Local Government Investment Pool, a professionally managed investment program designed specifically for Texas public entities. The program is rated AAAm by S&P Global Ratings, the highest rating assigned to a local government investment pool².

The City also maintains operational balances at its depository institutions to facilitate day-to-day transactions and support departmental cash flow needs. These balances are secured through pledged collateral in accordance with state law and the City's investment policy.

Collateralization and Compliance

All bank deposits were collateralized in accordance with state requirements and the City's investment policy at the close of the reporting period. As of December 31, 2025, pledged securities exceeded the required collateral coverage levels, resulting in 103.39% collateralization of uninsured deposits.

Economic and Interest Rate Outlook

During the reporting period, short-term interest rates remained elevated compared to historical averages, reflecting the Federal Reserve's continued efforts to manage inflation through tighter monetary policy³. Higher policy rates have generally benefited municipal investment portfolios by increasing yields on short-duration instruments such as Treasury bills and local government investment pools. Local government investment pools across Texas continue to provide competitive returns while maintaining high liquidity and conservative risk profiles.

Looking ahead, market expectations suggest that interest rates may stabilize or gradually decline as inflation moderates and economic growth normalizes. In such an environment, maintaining a short-weighted average maturity and strong liquidity position allows the City to respond effectively to changing market conditions and reinvest funds at competitive rates as opportunities arise.

The City will continue to monitor economic conditions, interest rate movements, and cash flow requirements to ensure that its investment strategy remains aligned with the City's financial objectives and statutory obligations.

¹ Texas Government Code Chapter 2256 – Public Funds Investment Act

<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2256.htm>

² S&P Global Ratings – Local Government Investment Pool Rating Definitions (AAAm)

<https://www.spglobal.com/ratings>

³ Federal Reserve Board – Monetary Policy and Interest Rate Information

<https://www.federalreserve.gov/monetarypolicy.htm>

City of Justin – City Council Agenda Item Cover Sheet

Meeting Date: March 12, 2026

Agenda Item: Presentation of the Quarterly Investment Report for Fiscal Year 2025-2026 for the City of Justin.

Department

Finance / Fire Department

Staff Contact

Hailey Payne, Finance Director

Agenda Caption

Receive a Quarterly Investment Report.

Background Information

In accordance with the City of Justin Investment Policy and the Texas Public Funds Investment Act, the Finance Department provides periodic reporting to City Council regarding the City's investment portfolio and compliance with applicable statutes and policy requirements.

The Finance Department has updated the reporting layout and presentation format of the quarterly investment report to improve clarity, transparency, and financial insight for City Council and the public. The updated format includes additional information regarding portfolio composition, account classifications, and investment performance.

Because of these improvements, the Finance Department is bringing the investment report forward for Council review.

Moving forward, the Finance Department will place increased emphasis on strategic financial management. This includes focusing on diversification of City funds where appropriate, identifying opportunities to better utilize cash flow, and planning to allow the City to cash fund larger purchases and capital needs whenever possible. These practices can reduce reliance on debt, strengthen long-term financial stability, and position the City to respond proactively to future infrastructure and operational needs.

Financial Impact

Not applicable.

Legal Review

Not applicable.

Recommendation

Not applicable.

Attachments

FY 2025-26 Quarterly Investment Report for Q1



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

Agenda Item: 1. (WORKSHOP ITEM(S))

Title: Discussion regarding the creation of an Ordinance Review Committee

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

This item is listed under workshop, and City Staff will need direction.

Background:

This item was placed on the agenda at the request of Councilman Mendoza.

City Attorney Review: No

Attachments:

1. OrdReview_Req_01



CITY COUNCIL AGENDA ITEM REQUEST

Proposed agenda Item

Request by

Date Submitted

Priority

Background info

Expected Council Action

Staff Preparation



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

Agenda Item: 2. (WORKSHOP ITEM(S))

Title: Discuss and receive an update on the JRec program.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Discussion only. No action.

Background:

Receive an update on the JRec program from Staff and Kemper Sports LLC.

City Attorney Review: No

Attachments:

None



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

Agenda Item: 4. (WORKSHOP ITEM(S))

Title: Discussion regarding open containers on 4th Street

Department: Administration

Contact: Brian Frieda, Police Chief

Recommendation:

Discussion item only.

Background:

This item has been placed on the agenda by request of Councilman Castle.

City Attorney Review: No

Attachments:

1. Castle - Open Containers 4th Street



CITY COUNCIL AGENDA ITEM REQUEST

Proposed agenda Item

Open Containers on 4th Street

Request by

Councilman James Castle

Date Submitted

2/2/2026

Priority

high

Background info

Request a future agenda item to create a City Ordinance to discuss and approve open containers on 4th Street to include the alley area to 3rd Street and north alley to the back of Grapes and Wine.

Expected Council Action

Ordinance

Staff Preparation

City Staff to prepare Ordinance



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

Agenda Item: 1. (CONSENT AGENDA)

Title: Consider approving the City Council minutes dated February 12, 2026; and take appropriate action.

Department: Administration

Contact: Amy Piukana, City Secretary

Recommendation:

City Staff recommends the City Council approve official minutes.

Background:

The City Charter requires the City Council to review and approve minutes after each meeting, which shall be kept on file in the City Secretary's Office. Attached are proposed minutes for City Council review and approval.

City Attorney Review: No

Attachments:

1. Final Draft CCM 2.12.26

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 - February 12, 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 Manager Jarrod Greenwood, 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.

Pastor Laux with Waypoint Church 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.

City Attorney Matthew Boyle announced closed session items. Mayor Clark recessed the meeting into closed executive session at 5:44 p.m. and reconvened into open session at 7:06 p.m. There was no action taken as a result of the closed session.

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

Assistant City Manager Abbey Reece provided a report of upcoming meetings and events. Mayor Clark announced primary election early voting dates, noting Election Day is March 3, 2026.

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

City Manager Jarrod Greenwood and Assistant City Manager Abbey Reece recognized staff members from Police, Fire, and Public Works for their efforts during the recent ice storm.

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

Chief Frieda discussed the following ordinances with the City Council: Panhandler Ordinance, Sex Offenders Ordinance, Dangerous Animal Ordinance, Speed Limit Ordinance, and Vagrant Ordinance.

The City Council discussed the purpose of updating ordinances, vagrancy, homelessness, state legislation, the creation of a policy for sex offender registration compliance, and dangerous animals.

2. Receive the annual Racial Profiling Report

Chief Frieda provided the annual Racial Profiling Report to the City Council.

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.

There were no public comments provided.

G) CONSENT AGENDA

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

Mayor Pro Tem St. Claire requested Consent Item G.2, be pulled off consent to allow further discussion. Councilman Stevens pulled Consent Agenda Item G.7 off for discussion.

A motion was made by St. Claire to approve Consent Items G.1, G.3, G.4, G.5, and G.6 as presented. Motion seconded by Council Member Stevens. Motion approved unanimously.

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.

Mayor Pro Tem St. Claire asked for clarification regarding the 9,000 sq. ft. requirement. Mr. Cyr noted that the new development would need to meet the 9,000 sq. ft. requirement.

The City Council discussed the 9,000 sq. ft. requirement and the permit process for existing properties with smaller lot sizes (5,600 sq. ft.).

After discussion, a motion was made by Mayor Pro Tem St. Claire to adopt Ordinance 835-26. Motion seconded by Councilman Castle. Motion approved unanimously.

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.

Councilman Stevens expressed concerns regarding the bylaw language for members who want to run for City Council having to step down, and suggested being consistent with the City Council.

After the discussion, a motion was made by Councilman Stevens to approve Resolution 814-26 with the amendment to Subsection No. 3 that any member who files for public office will not forfeit their position on the CDC/EDC Board. Motion seconded by Mayor Pro Tem St. Claire.

Motion prevailed by the following vote:

Support: Stevens, Mendoza, Teschke, Clark, Dennis, St. Claire

Opposition: Castle

The motion passed by a vote of 6-1, Councilman Castle voting against.

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, first reading, 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

Consent Item G.2 and G.7 were pulled off consent and considered separately.

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.

City Manager Jarrod Greenwood provided an overview of this item.

The City Council discussed groundwater backup, and the need to identify areas of concern.

A motion was made by Councilman Stevens to approve Resolution 817-26, as presented. Motion seconded by Councilman Teschke. Motion approved unanimously.

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

Director of Development Matthew Cyr briefed the City Council regarding this item.

The applicant and General Manager Randy Mauger of North Forest spoke, providing an overview of his company.

The City Council discussed single versus two-story office space, business types, uses, and build-out timeline.

After discussion, a motion was made by Councilman Dennis to table Ordinance 840-26, to allow more time and clarity on design. Motion seconded by Councilman Castle. The motion was approved by the following vote 6-1, Mendoza opposed.

J) FUTURE AGENDA ITEMS

Councilman Castle requested the following future agenda item:

- Open containers on 4th Street — the consensus of the City Council was to add this item to the March 12, 2026, City Council meeting.

Mayor Clark requested the following future agenda items:

- Animal Shelter Update — the consensus of the City Council was to add this item to the March 12, 2026, City Council meeting.
- Handicapped Parking/Golfcart Parking — the consensus of the City Council was to add this item to the April 9, 2026, City Council meeting.
- Solar-powered Meshtastic communications repeater— the consensus of the City Council was to add this item to the March 26, 2026, City Council meeting.

K) ADJOURN

There being no further business, Mayor Clark adjourned the meeting at 8:03 p.m.

Mayor, James Clark

Seal:



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

Agenda Item: 2. (CONSENT AGENDA)

Title: Consider approving Resolution 809-26 amending the Master Fee Schedule; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends the City Council approve Resolution 809-26, as presented.

Background:

Staff is proposing an update to the City's fee schedule to improve transparency related to health permitting and commercial pool permitting fees. Currently, these fees are collected under a broader category within the fee schedule, which does not clearly identify the specific service being provided.

The proposed update will separate health permitting fees and commercial pool permitting fees into their own individual line items. This change is intended to provide clearer information to applicants, business owners, and the public regarding the specific services and regulatory activities associated with these permits.

It is important to note that this update does not represent an increase in fees. The total cost associated with these permits will remain the same as what is currently being charged. The purpose of the revision is strictly administrative in nature and is intended to improve clarity, accountability, and public understanding of the City's fee structure. By itemizing these fees, the City aims to present a more transparent and user friendly fee schedule for residents and businesses.

Staff is currently updating the master document which, should be attached at the end of the day on March 5th, 2026.

City Attorney Review: No

Attachments:

1. Master Fee Schedule Resolution 809-26

2. Redlined Master Fee Schedule
3. Clean Master Fee Schedule

RESOLUTION NO. 809-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, ADOPTING THE MASTER FEE SCHEDULE ATTACHED HERETO AS EXHIBIT “A”; PROVIDING A REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is authorized to charge certain fees for services; and,

WHEREAS, fees are established to recover certain costs for providing services to the community; and,

WHEREAS, the City Council wishes to establish fees to fund said municipal services;

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

SECTION 1. That the Master Fee Schedule attached as Exhibit “A” is adopted.

SECTION 2. That all provisions of the Resolutions of the City of Justin, Texas, in conflict with the provisions of this Resolution be, 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 March 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

Approved by City Council Resolution # ~~809-26~~ on ~~031/1223/2026~~~~5~~

**CITY OF JUSTIN, TEXAS
MASTER FEE SCHEDULE**

I. ADMINISTRATIVE SERVICES

Insufficient Funds	\$25.00/check
Police Department Accident Report (Uncertified)	\$6.00
Police Department Accident Report (Certified)	\$8.00
Copies (B&W)	\$0.10/page
Copies (Color)	\$0.20/page
Notary Signature	\$3.00/signature
Credit Card Convenience Fee	3% of Transaction
Open Records Request	
Personnel Labor Cost	\$15.00/hour
Cost per Page (8.5"x11")	\$0.10/page
Cost per Page (Oversized)	\$0.50/page
Shipping	Actual Cost
Personnel Overhead	20% of Total Cost

(Ord. No. 304, § 1, 3-12-2001; Ord. No. 542, § 1, 5-14-12)

II. LIBRARY

Library Fees

Late Return Fees	Books - \$0.25/day Media - \$1.00/day
Lost/Damage Item Fee	Total cost of item + \$3.00 processing fee
Replacement Library Card	\$1.00
Printing Fee	Black & White - \$0.10/page with ink Color - \$0.25/page with ink

III. BUILDING & PERMITTING

New Construction

New Single Family Residential	
Building Permit	\$1.00 per square-foot
Plan Review	N/C
Fire Code Review (If Applicable)	20% of Building Permit
New Multi-Family Residential	
Building Permit	\$1.00 per square-foot
Plan Review	Based on commercial fee valuation chart
Fire Code Review (If Applicable)	20% of Building Permit
New Commercial	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
Health Plan Review (If Applicable)	\$250
*ICC Valuation Table to be utilized and determine valuation of construction Current ICC Building Valuation Table	
https://www.iccsafe.org/wp-content/uploads/1676567050_BVD-BSJ-FEB23-SJH.pdf	

Commented [ST1]: Remove link and change wording to: Current ICC Building Valuation Table

Commented [ST2]: Remove link, as this form changes twice a year (August and February) Add Wording: Current ICC Building Valuation Table can be found on the ICC (International Code Council) Website www.iccsafe.org

Other New Construction Fees

Final Certificate of Occupancy	\$150
Energy Code (Recheck)	\$300
Driveway with Curb Cut	\$100
Driveway with Culvert	\$200
Sign Permit	\$50
Wastewater Plumbing Permit	\$100
Customer Service Inspection	\$100
Irrigation	\$100
New Fence	\$100
Replacement Fence	\$25
Accessory Building	\$0.50 per square-foot
Residential Swimming Pool	\$400
Re-Inspection Fees	
Re-Inspection after first red-tag	\$50.00
Re-Inspection after second red-tag	\$100.00
Re-Inspection after third red-tag	\$150.00
All re-inspections after fourth red-tag	\$300.00

Approved by City Council Resolution # 809-26 on 031/1223/20265

Work Without Permit

Double the requisite permit fee for anyone caught working without a permit.

Alterations, Remodels, and Additions

Residential Remodels	
Building Permit	\$0.50 per square foot
Plan Review (Not Required)	N/C
Minimum Fee	\$100
Residential Additions	
Building Permit	\$0.50 per square foot
Plan Review	N/C
Fire Code Review (If Applicable)	20% of Building Permit
Commercial Remodels	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of building permit
Fire Code Review (If Applicable)	20% of building permit
Health Plan Review (If Applicable)	<u>\$250</u>
*ICC Valuation Table to be utilized and determine valuation of construction Current ICC Building Valuation Table	
https://www.iccsafe.org/wp-content/uploads/1676567050-BVD-BSJ-FEB23-SJH.pdf	
Commercial Additions	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
Health Plan Review (If Applicable)	<u>\$250</u>
*ICC Valuation Table to be utilized and determine valuation of construction Current ICC Building Valuation Table	
https://www.iccsafe.org/wp-content/uploads/1676567050-BVD-BSJ-FEB23-SJH.pdf	

Commented [ST3]: Add Health Plan Review Fee: \$250 (\$150 Bradley's Fee)

Commented [ST4]: Remove link and change wording to: Current ICC Building Valuation Table

Commented [ST5]: Remove link, as this form changes twice a year (August and February) Add Wording: Current ICC Building Valuation Table can be found on the ICC (International Code Council) Website www.iccsafe.org

Commented [ST6]: Add Health Plan Review Fee:\$250.00 (\$150 is Bradley's Fee)

Commented [ST7]: Remove link and change wording to: Current ICC Building Valuation Table

Commented [ST8]: Remove link, as this form changes twice a year (August and February) Add Wording: Current ICC Building Valuation Table can be found on the ICC (International Code Council) Website www.iccsafe.org

NORTHWEST ISD FEES

Approved by City Council Resolution # 809-26 on ~~031/1223~~/20265

Northwest Independent School District shall be charged 30% of the total fee amounts for commercial building permits set herein instead of full price (i.e. Building Permit Fee, Plan Review Fee, and Fire Review Fee). This shall only include the fees associated with the building permit submittal and not any other incidental fees (i.e. reinspect fees, fire sprinkler permit applications, etc.).

Approved by City Council Resolution # 809-26 on 03/12/2023 20265

Commercial Fee Valuation Chart

Commercial Valuation	Permit Fee	Totals
\$1 to \$500	\$28.20	Min. \$100.00
\$501 to \$2,000	\$28.20 for the first \$500, plus \$3.66 for each additional \$100 or fraction thereof	Min. \$100.00
\$2,001 to \$25,000	\$83.10 for the first \$2,000, plus \$16.80 for each additional \$1,000 or fraction thereof	Min. \$100.00 to \$469.50
\$25,001 to \$50,000	\$469.50 for the first \$25,000, plus \$12.12 for each additional \$1,000 or fraction thereof	\$469.50 to \$772.50
\$50,001 to \$100,000	\$772.50 for the first \$50,000, plus \$8.40 for each additional \$1,000 or fraction thereof	\$772.50 to 1,192.50
\$100,001 to \$500,000	\$1,192.50 for the first \$100,000, plus \$6.72 for each additional \$1,000 or fraction thereof	\$1,192.50 to \$3,880.50
\$500,001 to \$1,000,000	\$3,880.50 for the first \$500,000, plus \$5.70 for each additional \$1,000 or fraction thereof	\$3,880.50 to \$6,730.50
\$1,000,001 and up	\$6,730.50 for the first \$500,000, plus \$4.38 for each additional \$1,000 or fraction thereof	\$6,730.50 and up
Plan Review Fee	a non-refundable plan review fee equal to 65% of permit fee	Plan review fee is due at time of building permit plan submittal

Licenses, Registrations, and Trades

Registration for Un-Licensed Contractors	\$50
Registration for State Licensed Contractors	N/C
Electrical, Gas, Mechanical, Plumbing Permit	\$100

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Rental Certificate of Occupancy Fees

Rental Certificate of Occupancy Application (includes two inspections)	\$100.00 annually
Additional Inspections	\$100.00/inspection
Appeal (refundable upon decision overturn by Council)	\$200.00

Other Charges

Additional Plan Review	\$100/review
Inspections Not Specifically Indicated	\$100
Demolition Permit (if not associated with any other permit)	\$100
Construction Trailers	\$500

(Ord. No. 451-08, § 1, 8-11-08; Ord. No. 492, § 1, 7-12-10)

IV. BUSINESS RELATED

Alcohol Sales with Off-Premise Consumption	50% of state fee
Vendor's License	\$30 + \$20 Vest Deposit
Itinerant Business	\$25.00
Sexually Oriented Business	\$1,000.00 annually
Oil and Gas Pipeline	\$14,500.00
Mobile Home Park	
Construction/Placement Permit	\$100.00
Park License	\$100.00
	\$10.00/space annually
Alarm System	
Business	\$25.00
Residence	\$15.00
Truck Route Usage	
Single Trip	\$5.00
Period (Not to exceed 30 days)	\$10.00

(Ord. No. 549, § 1, 1-28-13)

V. FOOD ESTABLISHMENT

Regular Permit for Food Service Establishment	\$200.00 annually
Retail Open Market Permit	\$150.00 annually
Retail Food Store (Grocery) Permit	\$200.00 annually
Mobile Food Permit (Open Food)	\$200.00 annually
Mobile Food Permit (Packaged Food)	\$150.00 annually

Commented [ST9]: One Fee across the board for all Annual Health Inspection \$300.00

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<u>Annual Health Inspections</u>	<u>\$300</u>
Mobile Food Permit (Seasonal - 6 months or less)	<u>\$300 annually or \$150</u> <u>per six months</u> <u>\$100.00/season</u>
Temporary <u>Permits</u>	<u>\$75.00/space</u> <u>\$200</u>
Change of Ownership Inspection	<u>\$150</u> <u>\$75.00</u>
Re-Inspection	<u>\$175</u> <u>\$125.00</u>
Complaint Investigative Fee	<u>\$175</u> <u>\$125</u>

(Ord. No. 462-08, §§ 1, 2, 12-8-08)

Commented [ST10]: Change to \$300.00 Annually / \$150/6 months
\$130 is Bradley's Fee per inspection.

Commented [ST11]: Not sure on this because Bradley doesn't have Temp Permits in his fees, just Temporary Events.
Change to \$200/Hour min. 2 hours
\$150 is Bradley's Fee

Commented [ST12]: Change to \$150
\$130 is Bradley's Fee

Commented [ST13]: Change to \$175
\$100 is Bradley's Fee

Commented [ST14]: Change to \$175
\$100 is Bradley's Fee

VI. INSPECTION

Fire Prevention Permit Fees

Multi-family	
Apartment Complex Annual Fire Inspection	\$50.00/building
Multi-Family Unit Inspection	\$50.00/building + \$75.00/unit
Re-inspection Fee for Apartment Complex	150% of Original Fee
Annual Inspection	
Assembly Group A	\$0.015/ft ² \$50.00 minimum \$300.00 maximum
Business Group B	\$0.017/ft ² \$50.00 minimum \$300.00 maximum
Educational Group E	\$0.01/ft ² \$50.00 minimum \$250.00 maximum
Factory Industrial Group F	\$0.02/ft ² \$50.00 minimum \$400.00 maximum
High Hazard Group H	\$0.025/ft ² \$50.00 minimum \$500.00 maximum
Institutional Group I	\$0.01/ft ² \$50.00 minimum \$175.00 maximum
Residential Groups R1/R4	\$0.015/ft ² \$50.00 minimum \$300.00 maximum
Storage Group S	\$0.012/ft ² \$50.00 minimum \$300.00 maximum

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Miscellaneous	
Tents and Air-supported Structures	\$50.00/structure

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Fire Hydrant Flow Test	\$150.00
Explosives/Blasting Agents	\$200.00
Fireworks	\$100.00
Fumigation/Thermal Insect Fog	\$50.00
Places of Assembly	\$50.00
Access Control	\$50.00
Miscellaneous	\$50.00
Flammable/Combustible Liquids/Tanks	\$50.00
Liquefied Petroleum Gases	\$25.00
Christmas Tree Lots	\$50.00
New Installation/Acceptance Test	
Fire Sprinkler System	\$175.00/riser + \$0.012/ft ²
	\$50.00
	\$100.00
	\$125.00 + \$0.012/ft ²
Automatic Extinguishing System	\$100/system
Fire Alarm System	\$100.00/system + \$2.00/device
	\$50.00
	\$100.00
	\$100.00/system + \$2.00/device
Standpipe System	\$150/system
Re-Inspection	
1 st Re-Inspection	50% of Original Fee
Subsequent Re-Inspections	150% of Original Fee

(Ord. No. 461-08, § 1, 12-8-08)

Commercial Pool Permit Fees

Commercial or Public Pool Permit or Inspection	\$150/Inspection \$250
Commercial Pool Health Plan Review	\$250 per review
Commercial Pool Building Plan Review	\$200 per review
Commercial Pool Engineer Plan Review	\$250 per review
Commercial Pool Permit Fee	\$400
Commercial Pool Re-inspection or Complaint Investigation Fee	\$200

Commented [ST15]: Add Commercial/Public in front of Pool Permit Fees

Commented [ST16]: Add the following Fees:
Commercial/Public Pool & Spa **Health Plan** Review \$250/review (\$150 is Bradley's Fee)
Commercial/Public Pool & Spa **Building Plan** Review Fee \$200/review
Commercial/Public Pool & Spa **Engineer Plan** Review Fee \$250/review
Commercial/Public Pool & Spa **Permit Fee** \$400
Commercial/Public Pool & Spa Re-inspection or Complaint Investigation Fee \$200/inspection (\$100 is Bradley's Fee)

Commented [ST17]: Change to \$250
\$150 is Bradley's Fee

Construction Inspection Fees

Pursuant to H.B. 3492, the City Council approved a contract with NewGen Strategies and Solutions, LLC, to undertake a comprehensive study. This study aims to accurately identify the legitimate costs associated with development inspection fees that can be imposed. The table below is the actual cost from the study.

Approved by City Council Resolution # 809-26 on 034/1223/20265

Position	Loaded Total Hourly Rate	Average Hourly Rate	Minimum Hourly Rate	Maximum Hourly Rate
Parks Worker	\$32.57	\$37.16	\$32.57	\$48.69

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Code Enforcement	40.39	44.37	33.38	49.25
Utility Maintenance – Water	39.02	35.82	33.48	39.02
Construction Inspector	49.25	51.43	49.25	53.62
Municipal Maintenance – Streets	28.97	31.80	28.97	34.62
Utility Maintenance - Wastewater	35.18	46.54	35.18	69.29

Description	Hourly Rate (Purchase d)	Hourly Rate (leased)	Minimum Hourly Rate	Maximum Hourly Rate
Chevy Silverado	\$19.44	\$21.06	\$15.56	\$21.06
Ford F350	\$31.11	\$33.69	\$31.11	\$37.90
Ford F700	\$58.33	\$63.17	\$58.33	\$63.17

Code Enforcement

Code Enforcement Admin Fee	\$70
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VII. NOISE

Application	\$25.00
Short-term Sound Permit	\$75.00
Outdoor Event Sound Permit	\$150.00
Venue Sound Permit	\$300.00

(Ord. No. 557, § 1, 9-9-13)

VIII. PLANNING, ZONING, AND DEVELOPMENT (INCLUDING CONSULTANT FEES)

Development Request	City Application Fee	Minimum Planning Review Fee	Minimum Engineering Review Fee	Total Minimum Fees
Annexation Application	\$500	N/A	N/A	\$500
Developers Agreement Application	\$500	\$250	\$250	\$1,000
Specific Use Permit (*Note: does not include SUP for gas well	*\$400	*\$435	*\$250	*\$1,085

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drilling; see Ord. No. 496-10)				
Amendment to existing application (SUP, Site Plan, Zoning, or Plat)	\$400	NA	NA	*\$400
Site Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)
Civil Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)
Replat Fee	\$150	\$435	\$300	\$885
Zoning Change	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$250	\$750 (Varies with size)
Planned Development	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$500	\$1,000 (Varies with size)
Civil Plans Additional Review	\$300 + \$5 per residential lot or \$5 per commercial acre	N/A	N/A	\$300 (Varies with size)
Minor Subdivision Additional Review	\$50	\$150 + \$20 per acre	\$150 + \$50 per acre	\$350 + (Varies with size)
Minor Subdivision Final Plat	\$350	\$435+ \$20/acre	\$500 + \$100/acre	\$1,285 + (Varies with size)
Preliminary Plat	\$300 + \$20 per residential lot or \$20 per acre if commercial	\$725 + either \$20/res. lot or \$20/ com. acre	\$900 + either \$100 per residential lot or \$250 per commercial acre	\$1,925 + (Varies with size)

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Major Subdivision Additional Review	\$150 + \$20 per residential lot or \$20 per acre if commercial	\$350 + \$20 per residential lot or \$20 per acre if commercial	\$450 + either \$50 per residential lot or \$125 per commercial acre	\$950 + (Varies with size)
Major Subdivision Final Plat	\$450 + \$20 per residential lot or \$20 per acre if commercial	\$725 + \$20 per residential lot or \$20 per acre if commercial	\$900 + either \$25 per residential lot or \$50 per commercial acre	\$2,025 + (Varies with size)
Multi-Family Preliminary Plat & Supporting Plans	\$300 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$300 per acre	\$1,950 + (Varies with size)
Multi-Family Additional Review	\$150 + \$50 per acre	\$350 + \$50 per acre	\$450 + \$150 per acre	\$950 + (Varies with size)
Multi-Family Final Plat	\$400 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$150 per acre	\$2,050 + (Varies with size)
Plat Vacating	\$400	\$300	\$300	\$1,000
Board of Adjustment (Commercial, MF, Non-Owner- Occupied)	\$250	\$500	N/A	\$750
Board of Adjustment (Residence)	\$150	\$150	N/A	\$300
Flood Plain Development Permit Exemption Certificate	\$50	-	\$200	\$250
Flood Plain Development Permit (w/o FEMA FIRM amendment)	\$75	-	\$450	\$525
Flood Plain Development Permit (w/FEMA FIRM amendment)	\$150	-	\$900	\$1,050
Pre-Application conference with	\$500	\$0	\$0	\$500

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city engineer and/or planner				
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(Ord. No. 358, § 1, 8-11-03; Ord. No. 362, § 1, 12-8-03; Ord. No. 435, § 1, 12-10-07; Ord. No. 507, § 3-14-11)

Fee in lieu of Parkland Dedication	\$2,500.00/dwelling unit
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IX. SPECIAL EVENT

Application	\$25.00
Block Party Special Event	\$30.00
Business Promotion Special Event	\$50.00
Outdoor Special Event	
0-200 Attendees	\$25.00
201-400 Attendees	\$50.00
401-800 Attendees	\$75.00
801-1,000 Attendees	\$100.00
1,001-5,000 Attendees	\$200.00
5,000+ Attendees	\$300.00
Security Deposit (Resident)	\$200.00
Security Deposit (Non-Resident)	\$250.00

(Ord. No. 558, § 1, 9-9-13)

X. UTILITY RELATED

Water

Deposit	
¾" (65 and older)	\$50.00
¾"	\$150.00
1"	\$200.00
1 ½"	\$250.00
2"	\$450.00
Bulk Water Meter Deposit	\$2,000.00
Meter Cost*	
AMR Meters:	
¾"	\$528.20
1"	\$586.10
1 ½"	\$942.20
2"	\$1,185.60
3"+	Owner must purchase

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Meter Set Fee	\$100
Tap Fees	
Residential	\$1,500 + Estimated Street Repair
Commercial	\$1,500 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00
8"	\$380,920.00
10"	\$603,139.00

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

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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 Consumption Rates	
Base Rate	\$369.50 flat fee
0-10,000 gallons	Flat fee + \$.00896/additional gallon

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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

Water Main Extensions	
Extension	Actual Cost
Fire Hydrant	Actual Cost
Miscellaneous Fees	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Delinquent Service Fee	\$35 during business hours; \$75 after hours
Return Trip Fee	\$35
Standard Meter Tampering Fee	\$100 + Usage and Damages
Commercial/Bulk Water/Hydrant Tampering Fee	\$500 + Usage and Damages
Additional Meter Reading Fee	\$35
Meter Testing Fee	\$75
Drought Contingency Disconnect Fee	\$75

Sewer

Tap Fees	
Residential	\$2,000 + Estimated Street Repair
Commercial	\$2,000 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00
8"	\$380,920.00
10"	\$603,139.00
Consumption Rates	

Approved by City Council Resolution # 809-26 on 031/1223/20265

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
Sewer Main Extension	
Extension	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Delinquent Service Fee	\$35 during business hours; \$75 after hours

Sanitation Services

Residential Rates	
Residential	\$12.69

Commercial Rates							
Lifts Per Week							
Container Size	1	2	3	4	5	6	Extra Lifts
95 Gal	\$28.81	\$42.16					\$46.82
2 CY	\$71.28	\$126.02	\$179.45	\$251.00			\$107.44
3 CY	\$96.48	\$169.88	\$246.82	\$340.63			\$132.71
4 CY	\$120.14	\$218.07	\$338.71	\$447.67			\$157.99
6 CY	\$128.10	\$229.59	\$345.45	\$510.51	\$618.58	\$751.71	\$183.27
8 CY	\$145.19	\$247.13	\$391.79	\$564.18	\$680.83	\$825.42	\$208.55
Front Load Recycle Rates							
6 CY	\$105.20	\$179.47	\$253.71				\$32.32
8 CY	\$111.39	\$191.85	\$266.11				\$32.32
Other Commercial Front Load Fees							
Container w/casters		\$5.69 per lift		Deliver/removal fee		\$44.24	
Container w/locks		\$1.77 per lift		Exchange fee		\$44.24	
Temporary Front Load Fees							
		Per Lift		Delivery		Daily Rent	
6 CY		\$145.94		\$64.20		\$1.20	
Roll Off Rate Schedule							

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Container Size	Haul	Delivery	Daily Rent
20 CY	\$602.50	\$150.61	\$1.26
30 CY	\$648.26	\$150.61	\$1.26
40 CY	\$721.15	\$150.61	\$1.26

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20 CY Sludge	\$714.62	\$150.61	\$1.26
Franchise/Billing Fees – 10% for Residential and Commercial			
All rates subject to sales tax			

XI. MUNICIPAL FACILITIES

Gym Rentals	\$20.00 first hour \$10.00 additional hour
Baseball/Softball field rental *Fee applies only to hourly rentals for practices or events. No pre-work by City staff to prepare fields for games	\$25.00 first hour \$7.50 per additional half hour

(Ordinance 33, Section 3, adopted 2/16/72; Ordinance 172, Sections 4, 22, adopted 2/22/89; Ordinance adopting Code; Ordinance 188, Sections 1, 6, adopted 2/11/91; Ordinance 233 adopted 6/17/96; Ord. No. 235, § 1, 12-15-97; Ord. No. 345, § 1, 11-11-02; Ord. No. 383, § 1, 11-8-04; Ord. No. 399, § 1, 3-13-06; Ord. No. 452-08, § 1, 9-8-08; Ord. No. 471, § 1, 5-11-09; Ord. No. 475, § 1, 8-10-09; Ord. No. 492, § 2, 7-12-10)

XII. ROADWAY RELATED

Roadway Impact Fees

Development Type	Assessable Fee	
Single Family	\$3,771.29	/Dwelling Unit
Multi-Family	\$2,396.92	/Dwelling Unit
Retail	\$1,889.89	/1,000 SQFT
Light Industrial	\$303.87	/1,000 SQFT
General Business	\$1,700.98	/1,000 SQFT

No. 475, § 1, 8-10-09; Ord. No. 492, § 2, 7-12-10)

XIII. DEVELOPMENT RECOVERY FEES

Ad Valorem*:

For Police Services:

Police Allocable Share of Budget × Approved M&O Tax Rate = Police Rate per \$100 Valuation

For Fire Services:

Fire Allocable Share of Budget × Approved M&O Tax Rate = Fire Rate per \$100 Valuation.

Approved by City Council Resolution # 809-26 on 034/1223/20265

Capital Recovery Fee*:

For Police Services:

5 years' police capital needs ÷ (City Limit land area + ETJ land area) = Capital recovery per unit of land area × proposed developments' land area = 5-year capital needs allocable share for development ÷ number of development units = Total capital recovery fee per development unit.

For Fire Services:

5 years' fire capital needs ÷ (City Limit land area + ETJ land area) = Capital recovery per unit of land area × proposed developments' land area = 5-year capital needs allocable share for development ÷ number of development units = Total capital recovery fee per development unit.

*Approved via resolution 625-23.

Approved by City Council Resolution # 809-26 on 03/12/2026

**CITY OF JUSTIN, TEXAS
MASTER FEE SCHEDULE**

I. ADMINISTRATIVE SERVICES

Insufficient Funds	\$25.00/check
Police Department Accident Report (Uncertified)	\$6.00
Police Department Accident Report (Certified)	\$8.00
Copies (B&W)	\$0.10/page
Copies (Color)	\$0.20/page
Notary Signature	\$3.00/signature
Credit Card Convenience Fee	3% of Transaction
Open Records Request	
Personnel Labor Cost	\$15.00/hour
Cost per Page (8.5"x11")	\$0.10/page
Cost per Page (Oversized)	\$0.50/page
Shipping	Actual Cost
Personnel Overhead	20% of Total Cost

(Ord. No. 304, § 1, 3-12-2001; Ord. No. 542, § 1, 5-14-12)

II. LIBRARY

Library Fees

Late Return Fees	Books - \$0.25/day Media - \$1.00/day
Lost/Damage Item Fee	Total cost of item + \$3.00 processing fee
Replacement Library Card	\$1.00
Printing Fee	Black & White - \$0.10/page with ink Color - \$0.25/page with ink

III. BUILDING & PERMITTING

New Construction

New Single Family Residential	
Building Permit	\$1.00 per square-foot
Plan Review	N/C
Fire Code Review (If Applicable)	20% of Building Permit
New Multi-Family Residential	
Building Permit	\$1.00 per square-foot
Plan Review	Based on commercial fee valuation chart
Fire Code Review (If Applicable)	20% of Building Permit
New Commercial	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
Health Plan Review (If Applicable)	\$250
Current ICC Building Valuation Table	

Other New Construction Fees

Final Certificate of Occupancy	\$150
Energy Code (Recheck)	\$300
Driveway with Curb Cut	\$100
Driveway with Culvert	\$200
Sign Permit	\$50
Wastewater Plumbing Permit	\$100
Customer Service Inspection	\$100
Irrigation	\$100
New Fence	\$100
Replacement Fence	\$25
Accessory Building	\$0.50 per square-foot
Residential Swimming Pool	\$400
Re-Inspection Fees	
Re-Inspection after first red-tag	\$50.00
Re-Inspection after second red-tag	\$100.00
Re-Inspection after third red-tag	\$150.00
All re-inspections after fourth red-tag	\$300.00

Approved by City Council Resolution # 809-26 on 03/12/2026

Work Without Permit

Double the requisite permit fee for anyone caught working without a permit.

Alterations, Remodels, and Additions

Residential Remodels	
Building Permit	\$0.50 per square foot
Plan Review (Not Required)	N/C
Minimum Fee	\$100
Residential Additions	
Building Permit	\$0.50 per square foot
Plan Review	N/C
Fire Code Review (If Applicable)	20% of Building Permit
Commercial Remodels	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of building permit
Fire Code Review (If Applicable)	20% of building permit
Health Plan Review (If Applicable)	\$250
<i>Current ICC Building Valuation Table</i>	
Commercial Additions	
Building Permit	Based on commercial fee valuation chart
Plan Review	65% of Building Permit
Fire Code Review (If Applicable)	20% of Building Permit
Health Plan Review (If Applicable)	\$250
<i>Current ICC Building Valuation Table</i>	

Commented [ST1]: Add Health Plan Review Fee: \$250 (\$150 Bradley's Fee)

Commented [ST2]: Add Health Plan Review Fee:\$250.00 (\$150 is Bradley's Fee)

NORTHWEST ISD FEES

Approved by City Council Resolution # 809-26 on 03/12/2026

Northwest Independent School District shall be charged 30% of the total fee amounts for commercial building permits set herein instead of full price (i.e. Building Permit Fee, Plan Review Fee, and Fire Review Fee). This shall only include the fees associated with the building permit submittal and not any other incidental fees (i.e. reinspect fees, fire sprinkler permit applications, etc.).

Approved by City Council Resolution # 809-26 on 03/12/2026

Commercial Fee Valuation Chart

Commercial Valuation	Permit Fee	Totals
\$1 to \$500	\$28.20	Min. \$100.00
\$501 to \$2,000	\$28.20 for the first \$500, plus \$3.66 for each additional \$100 or fraction thereof	Min. \$100.00
\$2,001 to \$25,000	\$83.10 for the first \$2,000, plus \$16.80 for each additional \$1,000 or fraction thereof	Min. \$100.00 to \$469.50
\$25,001 to \$50,000	\$469.50 for the first \$25,000, plus \$12.12 for each additional \$1,000 or fraction thereof	\$469.50 to \$772.50
\$50,001 to \$100,000	\$772.50 for the first \$50,000, plus \$8.40 for each additional \$1,000 or fraction thereof	\$772.50 to 1,192.50
\$100,001 to \$500,000	\$1,192.50 for the first \$100,000, plus \$6.72 for each additional \$1,000 or fraction thereof	\$1,192.50 to \$3,880.50
\$500,001 to \$1,000,000	\$3,880.50 for the first \$500,000, plus \$5.70 for each additional \$1,000 or fraction thereof	\$3,880.50 to \$6,730.50
\$1,000,001 and up	\$6,730.50 for the first \$500,000, plus \$4.38 for each additional \$1,000 or fraction thereof	\$6,730.50 and up
Plan Review Fee	a non-refundable plan review fee equal to 65% of permit fee	Plan review fee is due at time of building permit plan submittal

Licenses, Registrations, and Trades

Registration for Un-Licensed Contractors	\$50
Registration for State Licensed Contractors	N/C
Electrical, Gas, Mechanical, Plumbing Permit	\$100

Approved by City Council Resolution # 809-26 on 03/12/2026

Rental Certificate of Occupancy Fees

Rental Certificate of Occupancy Application (includes two inspections)	\$100.00 annually
Additional Inspections	\$100.00/inspection
Appeal (refundable upon decision overturn by Council)	\$200.00

Other Charges

Additional Plan Review	\$100/review
Inspections Not Specifically Indicated	\$100
Demolition Permit (if not associated with any other permit)	\$100
Construction Trailers	\$500

(Ord. No. 451-08, § 1, 8-11-08; Ord. No. 492, § 1, 7-12-10)

IV. BUSINESS RELATED

Alcohol Sales with Off-Premise Consumption	50% of state fee
Vendor's License	\$30 + \$20 Vest Deposit
Itinerant Business	\$25.00
Sexually Oriented Business	\$1,000.00 annually
Oil and Gas Pipeline	\$14,500.00
Mobile Home Park	
Construction/Placement Permit	\$100.00
Park License	\$100.00 \$10.00/space annually
Alarm System	
Business	\$25.00
Residence	\$15.00
Truck Route Usage	
Single Trip	\$5.00
Period (Not to exceed 30 days)	\$10.00

(Ord. No. 549, § 1, 1-28-13)

V. FOOD ESTABLISHMENT

Approved by City Council Resolution # 809-26 on 03/12/2026

Annual Health Inspections	\$300
Mobile Food Permit (Seasonal - 6 months or less)	\$300 annually or \$150 per six months
Temporary	\$200
Change of Ownership Inspection	\$150
Re-Inspection	\$175
Complaint Investigative Fee	\$175

(Ord. No. 462-08, §§ 1, 2, 12-8-08)

VI. INSPECTION

Fire Prevention Permit Fees

Multi-family	
Apartment Complex Annual Fire Inspection	\$50.00/building
Multi-Family Unit Inspection	\$50.00/building + \$75.00/unit
Re-inspection Fee for Apartment Complex	150% of Original Fee
Annual Inspection	
Assembly Group A	\$0.015/ft ² \$50.00 minimum \$300.00 maximum
Business Group B	\$0.017/ft ² \$50.00 minimum \$300.00 maximum
Educational Group E	\$0.01/ft ² \$50.00 minimum \$250.00 maximum
Factory Industrial Group F	\$0.02/ft ² \$50.00 minimum \$400.00 maximum
High Hazard Group H	\$0.025/ft ² \$50.00 minimum \$500.00 maximum
Institutional Group I	\$0.01/ft ² \$50.00 minimum \$175.00 maximum
Residential Groups R1/R4	\$0.015/ft ² \$50.00 minimum \$300.00 maximum
Storage Group S	\$0.012/ft ² \$50.00 minimum \$300.00 maximum
Miscellaneous	

Approved by City Council Resolution # 809-26 on 03/12/2026

Tents and Air-supported Structures	\$50.00/structure
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Fire Hydrant Flow Test	\$150.00
Explosives/Blasting Agents	\$200.00
Fireworks	\$100.00
Fumigation/Thermal Insect Fog	\$50.00
Places of Assembly	\$50.00
Access Control	\$50.00
Miscellaneous	\$50.00
Flammable/Combustible Liquids/Tanks	\$50.00
Liquefied Petroleum Gases	\$25.00
Christmas Tree Lots	\$50.00
New Installation/Acceptance Test	
Fire Sprinkler System	\$175.00/riser + \$0.012/ft ²
	\$50.00
	\$100.00
	\$125.00 + \$0.012/ft ²
Automatic Extinguishing System	\$100/system
Fire Alarm System	\$100.00/system + \$2.00/device
	\$50.00
	\$100.00
	\$100.00/system + \$2.00/device
Standpipe System	\$150/system
Re-Inspection	
1 st Re-Inspection	50% of Original Fee
Subsequent Re-Inspections	150% of Original Fee

(Ord. No. 461-08, § 1, 12-8-08)

Commercial Pool Permit Fees

Commercial or Public Pool Inspection	\$250
Commercial Pool Health Plan Review	\$250 per review
Commercial Pool Building Plan Review	\$200 per review
Commercial Pool Engineer Plan Review	\$250 per review
Commercial Pool Permit Fee	\$400
Commercial Pool Re-inspection or Complaint Investigation Fee	\$200

Commented [ST3]: Add Commercial/Public in front of Pool Permit Fees

Commented [ST4]: Add the following Fees:
Commercial/Public Pool & Spa **Health Plan Review** \$250/review (\$150 is Bradley's Fee)
Commercial/Public Pool & Spa **Building Plan Review** Fee \$200/review
Commercial/Public Pool & Spa **Engineer Plan Review** Fee \$250/review
Commercial/Public Pool & Spa **Permit Fee** \$400
Commercial/Public Pool & Spa Re-inspection or Complaint Investigation Fee \$200/inspection (\$100 is Bradley's Fee)

Construction Inspection Fees

Pursuant to H.B. 3492, the City Council approved a contract with NewGen Strategies and Solutions, LLC, to undertake a comprehensive study. This study aims to accurately identify the legitimate costs associated with development inspection fees that can be imposed. The table below is the actual cost from the study.

Approved by City Council Resolution # 809-26 on 03/12/2026

Position	Loaded Total Hourly Rate	Average Hourly Rate	Minimum Hourly Rate	Maximum Hourly Rate
Parks Worker	\$32.57	\$37.16	\$32.57	\$48.69

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Code Enforcement	40.39	44.37	33.38	49.25
Utility Maintenance – Water	39.02	35.82	33.48	39.02
Construction Inspector	49.25	51.43	49.25	53.62
Municipal Maintenance – Streets	28.97	31.80	28.97	34.62
Utility Maintenance - Wastewater	35.18	46.54	35.18	69.29

Description	Hourly Rate (Purchase d)	Hourly Rate (leased)	Minimum Hourly Rate	Maximum Hourly Rate
Chevy Silverado	\$19.44	\$21.06	\$15.56	\$21.06
Ford F350	\$31.11	\$33.69	\$31.11	\$37.90
Ford F700	\$58.33	\$63.17	\$58.33	\$63.17

Code Enforcement

Code Enforcement Admin Fee	\$70
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VII. NOISE

Application	\$25.00
Short-term Sound Permit	\$75.00
Outdoor Event Sound Permit	\$150.00
Venue Sound Permit	\$300.00

(Ord. No. 557, § 1, 9-9-13)

VIII. PLANNING, ZONING, AND DEVELOPMENT (INCLUDING CONSULTANT FEES)

Development Request	City Application Fee	Minimum Planning Review Fee	Minimum Engineering Review Fee	Total Minimum Fees
Annexation Application	\$500	N/A	N/A	\$500
Developers Agreement Application	\$500	\$250	\$250	\$1,000
Specific Use Permit (*Note: does not include SUP for gas well	*\$400	*\$435	*\$250	*\$1,085

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drilling; see Ord. No. 496-10)				
Amendment to existing application (SUP, Site Plan, Zoning, or Plat)	\$400	NA	NA	*\$400
Site Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)
Civil Plan	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$435	\$250	\$1,085 (Varies with size)
Replat Fee	\$150	\$435	\$300	\$885
Zoning Change	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$250	\$750 (Varies with size)
Planned Development	\$400 + \$20 per residential lot or \$20 per acre if commercial	\$200	\$500	\$1,000 (Varies with size)
Civil Plans Additional Review	\$300 + \$5 per residential lot or \$5 per commercial acre	N/A	N/A	\$300 (Varies with size)
Minor Subdivision Additional Review	\$50	\$150 + \$20 per acre	\$150 + \$50 per acre	\$350 + (Varies with size)
Minor Subdivision Final Plat	\$350	\$435+ \$20/acre	\$500 + \$100/acre	\$1,285 + (Varies with size)
Preliminary Plat	\$300 + \$20 per residential lot or \$20 per acre if commercial	\$725 + either \$20/res. lot or \$20/ com. acre	\$900 + either \$100 per residential lot or \$250 per commercial acre	\$1,925 + (Varies with size)

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Major Subdivision Additional Review	\$150 + \$20 per residential lot or \$20 per acre if commercial	\$350 + \$20 per residential lot or \$20 per acre if commercial	\$450 + either \$50 per residential lot or \$125 per commercial acre	\$950 + (Varies with size)
Major Subdivision Final Plat	\$450 + \$20 per residential lot or \$20 per acre if commercial	\$725 + \$20 per residential lot or \$20 per acre if commercial	\$900 + either \$25 per residential lot or \$50 per commercial acre	\$2,025 + (Varies with size)
Multi-Family Preliminary Plat & Supporting Plans	\$300 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$300 per acre	\$1,950 + (Varies with size)
Multi-Family Additional Review	\$150 + \$50 per acre	\$350 + \$50 per acre	\$450 + \$150 per acre	\$950 + (Varies with size)
Multi-Family Final Plat	\$400 + \$50 per acre	\$750 + \$50 per acre	\$900 + \$150 per acre	\$2,050 + (Varies with size)
Plat Vacating	\$400	\$300	\$300	\$1,000
Board of Adjustment (Commercial, MF, Non-Owner- Occupied)	\$250	\$500	N/A	\$750
Board of Adjustment (Residence)	\$150	\$150	N/A	\$300
Flood Plain Development Permit Exemption Certificate	\$50	-	\$200	\$250
Flood Plain Development Permit (w/o FEMA FIRM amendment)	\$75	-	\$450	\$525
Flood Plain Development Permit (w/FEMA FIRM amendment)	\$150	-	\$900	\$1,050
Pre-Application conference with	\$500	\$0	\$0	\$500

Approved by City Council Resolution # 809-26 on 03/12/2026

city engineer and/or planner				
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(Ord. No. 358, § 1, 8-11-03; Ord. No. 362, § 1, 12-8-03; Ord. No. 435, § 1, 12-10-07; Ord. No. 507, § 3-14-11)

Fee in lieu of Parkland Dedication	\$2,500.00/dwelling unit
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IX. SPECIAL EVENT

Application	\$25.00
Block Party Special Event	\$30.00
Business Promotion Special Event	\$50.00
Outdoor Special Event	
0-200 Attendees	\$25.00
201-400 Attendees	\$50.00
401-800 Attendees	\$75.00
801-1,000 Attendees	\$100.00
1,001-5,000 Attendees	\$200.00
5,000+ Attendees	\$300.00
Security Deposit (Resident)	\$200.00
Security Deposit (Non-Resident)	\$250.00

(Ord. No. 558, § 1, 9-9-13)

X. UTILITY RELATED

Water

Deposit	
¾" (65 and older)	\$50.00
¾"	\$150.00
1"	\$200.00
1 ½"	\$250.00
2"	\$450.00
Bulk Water Meter Deposit	\$2,000.00
Meter Cost*	
AMR Meters:	
¾"	\$528.20
1"	\$586.10
1 ½"	\$942.20
2"	\$1,185.60
3"+	Owner must purchase

Approved by City Council Resolution # 809-26 on 03/12/2026

Meter Set Fee	\$100
Tap Fees	
Residential	\$1,500 + Estimated Street Repair
Commercial	\$1,500 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00
8"	\$380,920.00
10"	\$603,139.00

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

Approved by City Council Resolution # 809-26 on 03/12/2026

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 Consumption Rates	
Base Rate	\$369.50 flat fee
0-10,000 gallons	Flat fee + \$.00896/additional gallon

Approved by City Council Resolution # 809-26 on 03/12/2026

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

Water Main Extensions	
Extension	Actual Cost
Fire Hydrant	Actual Cost
Miscellaneous Fees	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Delinquent Service Fee	\$35 during business hours; \$75 after hours
Return Trip Fee	\$35
Standard Meter Tampering Fee	\$100 + Usage and Damages
Commercial/Bulk Water/Hydrant Tampering Fee	\$500 + Usage and Damages
Additional Meter Reading Fee	\$35
Meter Testing Fee	\$75
Drought Contingency Disconnect Fee	\$75

Sewer

Tap Fees	
Residential	\$2,000 + Estimated Street Repair
Commercial	\$2,000 + Estimated Street Repair
Impact Fees	
¾"	\$4,761.00
1"	\$7,951.00
1 ½"	\$15,855.00
2"	\$25,378.00
3"	\$55,566.00
4"	\$99,991.00
6"	\$222,219.00
8"	\$380,920.00
10"	\$603,139.00
Consumption Rates	

Approved by City Council Resolution # 809-26 on 03/12/2026

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
Sewer Main Extension	
Extension	Actual Cost
Other Fees (Only one charge per bill between water/sewer)	
Late Fee	10% of total past-due balance
Insufficient Funds Fee (NSF)	\$25 per occurrence
Delinquent Service Fee	\$35 during business hours; \$75 after hours

Sanitation Services

Residential Rates	
Residential	\$12.69

Commercial Rates							
Lifts Per Week							
Container Size	1	2	3	4	5	6	Extra Lifts
95 Gal	\$28.81	\$42.16					\$46.82
2 CY	\$71.28	\$126.02	\$179.45	\$251.00			\$107.44
3 CY	\$96.48	\$169.88	\$246.82	\$340.63			\$132.71
4 CY	\$120.14	\$218.07	\$338.71	\$447.67			\$157.99
6 CY	\$128.10	\$229.59	\$345.45	\$510.51	\$618.58	\$751.71	\$183.27
8 CY	\$145.19	\$247.13	\$391.79	\$564.18	\$680.83	\$825.42	\$208.55
Front Load Recycle Rates							
6 CY	\$105.20	\$179.47	\$253.71				\$32.32
8 CY	\$111.39	\$191.85	\$266.11				\$32.32
Other Commercial Front Load Fees							
Container w/casters		\$5.69 per lift		Deliver/removal fee		\$44.24	
Container w/locks		\$1.77 per lift		Exchange fee		\$44.24	
Temporary Front Load Fees							
		Per Lift		Delivery		Daily Rent	
6 CY		\$145.94		\$64.20		\$1.20	
Roll Off Rate Schedule							

Approved by City Council Resolution # 809-26 on 03/12/2026

Container Size	Haul	Delivery	Daily Rent
20 CY	\$602.50	\$150.61	\$1.26
30 CY	\$648.26	\$150.61	\$1.26
40 CY	\$721.15	\$150.61	\$1.26

Approved by City Council Resolution # 809-26 on 03/12/2026

20 CY Sludge	\$714.62	\$150.61	\$1.26
Franchise/Billing Fees – 10% for Residential and Commercial			
All rates subject to sales tax			

XI. MUNICIPAL FACILITIES

Gym Rentals	\$20.00 first hour \$10.00 additional hour
Baseball/Softball field rental *Fee applies only to hourly rentals for practices or events. No pre-work by City staff to prepare fields for games	\$25.00 first hour \$7.50 per additional half hour

(Ordinance 33, Section 3, adopted 2/16/72; Ordinance 172, Sections 4, 22, adopted 2/22/89; Ordinance adopting Code; Ordinance 188, Sections 1, 6, adopted 2/11/91; Ordinance 233 adopted 6/17/96; Ord. No. 235, § 1, 12-15-97; Ord. No. 345, § 1, 11-11-02; Ord. No. 383, § 1, 11-8-04; Ord. No. 399, § 1, 3-13-06; Ord. No. 452-08, § 1, 9-8-08; Ord. No. 471, § 1, 5-11-09; Ord. No. 475, § 1, 8-10-09; Ord. No. 492, § 2, 7-12-10)

XII. ROADWAY RELATED

Roadway Impact Fees

Development Type	Assessable Fee	
Single Family	\$3,771.29	/Dwelling Unit
Multi-Family	\$2,396.92	/Dwelling Unit
Retail	\$1,889.89	/1,000 SQFT
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General Business	\$1,700.98	/1,000 SQFT

No. 475, § 1, 8-10-09; Ord. No. 492, § 2, 7-12-10)

XIII. DEVELOPMENT RECOVERY FEES

Ad Valorem*:

For Police Services:

Police Allocable Share of Budget × Approved M&O Tax Rate = Police Rate per \$100 Valuation

For Fire Services:

Fire Allocable Share of Budget × Approved M&O Tax Rate = Fire Rate per \$100 Valuation.

Approved by City Council Resolution # 809-26 on 03/12/2026

Capital Recovery Fee*:

For Police Services:

5 years' police capital needs ÷ (City Limit land area + ETJ land area) = Capital recovery per unit of land area × proposed developments' land area = 5-year capital needs allocable share for development ÷ number of development units = Total capital recovery fee per development unit.

For Fire Services:

5 years' fire capital needs ÷ (City Limit land area + ETJ land area) = Capital recovery per unit of land area × proposed developments' land area = 5-year capital needs allocable share for development ÷ number of development units = Total capital recovery fee per development unit.

*Approved via resolution 625-23.



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

Agenda Item: 3. (CONSENT AGENDA)

Title: Consider adopting Ordinance 839-26, second and final reading, 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
March 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 4. (CONSENT AGENDA)

Title: Consider approving Resolution 819-26, authorizing an interlocal agreement with Denton County for consolidated communications for the Fire and Police Departments; and take appropriate action.

Department: Administration

Contact: Brian Frieda, Police Chief

Recommendation:

Staff recommends the City Council make a motion to approve Resolution 819-26, as presented.

Background:

Denton County owns and operates a radio communications system, excluding individual radios owned by each user city, to support its governmental operations. The City of Justin seeks to utilize portions of the System for its own governmental functions. Shared use of the System enhances public health and safety, improves operational efficiency, and serves the mutual interests of both parties.

Both Denton County and the City of Justin have sufficient funds available to cover any costs associated with this agreement. Attached is a resolution authorizing an interlocal agreement.

City Attorney Review: No

Attachments:

1. Justin PD 911 Dispatch Contract FY25-26
2. 2025-26 Justin FD & PD Consolidated Radio Communications Contract with Exhibit
3. Justin VFD 911 Dispatch Contract FY25-26
4. Resolution 819-26

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

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

Name of Agency: Justin Police Department

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2025** and ending on **September 30, 2026**.

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

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

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

Agency workload percentages are calculated by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Agency:	Justin Police Department
Contact Person	Chief Brian Frieda
Address	P O Box 129
City, State, Zip	Justin, TX 76247-0129
Telephone	940-648-2541
Email	bfrieda@cityofjustin.com

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

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

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

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

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

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Brian Frieda, Chief of Police

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2025-26 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet / Invoice

Agency: Justin Police Department
Payment Contact Person(s): Chief Brian Frieda
Phone Number: 940-648-2541
Email: bfrieda@cityofjustin.com
Address: 415 N College Ave
Mailing Address: P.O. Box 129
City, State, Zip: Justin, TX 76247

		\$31,847.03	PD
AGENCY TOTAL AMOUNT DUE	\$	31,847.03	

THIS INVOICE/WORKSHEET SHOULD BE INCLUDED WITH YOUR PAYMENT

Makes checks payable to: Denton County

911 Dispatch Agreement Payments
Denton County Sheriff's Office
Mail Payments to: Attn: Sherry Cochran
127 N. Woodrow Lane
Denton, Texas 76205

Payment Plan Options	One Annual Payment (100%)	☐
	Two Payments (50%)	☐
	Four Payments (25%)	☐
	Twelve Monthly Payments	☐

Agency MUST select one payment option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) **NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2025-2026**

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

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: _____

Signature: _____

By: **Brian Frieda**

Title: **Chief of Police**

Date: _____

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF JUSTIN FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Justin, Texas, a home-rule municipality, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

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

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Justin wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Justin and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“Communications System” or *“System”* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2025, and ending on the 30th day of September, 2026. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF JUSTIN

3.1 Justin shall use the System in accordance with this Agreement to provide integration of communications by Justin between its Users on the System for governmental operations.

3.2 When using the System, Justin shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Justin uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Justin will also abide by the User rules of those Talk Groups.

3.3 Justin must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Justin is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Justin is responsible for all programming of City-owned Subscriber Units.

3.5 Justin shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Justin, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Justin shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Justin to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Justin. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Justin Talk Groups nor make changes to the Justin radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Justin before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will

be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Justin also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Justin and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Justin. This Agreement may be amended only by written instrument signed by Denton County and Justin.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff’s Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205
Name of Agency:	Justin Police Department	
Contact Person	Chief Brian Frieda	
Address	P O Box 129	
City, State, Zip	Justin, TX 76247-0129	
Telephone	940-648-2541	
Email	bfrieda@cityofjustin.com	
Name of Agency:	Justin Community Volunteer Fire Department, Inc.	
Contact Person	Chief Matthew Mitchell	
Address	P O Box 613	
City, State, Zip	Justin, TX 76247	
Telephone	940-395-0546	
Email	matthewmitchell@justinfiredept.com	

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF JUSTIN, TEXAS:

BY:

_____ Date: _____
James Clark, Mayor

City of Justin

P O Box 129

Justin, TX 76247-0129

940-648-2541

Approved as to content:

Brian Frieda, Chief of Police

Approved as to content:

Matthew Mitchell, Fire Chief

Approved as to form:

Attorney for Agency

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON
COUNTY, TEXAS:**

BY:

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Date: _____

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A

Denton County Sheriff's Office Consolidated Radio Communications System Agreement

FY25-26 Agency Payment Invoice

Agency: Justin Police and Fire Departments
Payment Contact Person(s): Jarrod Greenwood, City Manager and/or Amy Piukana,
City Secretary
Phone Number: 940-648-2541
Email(s): jgreenwood@cityofjustin.com
apinkana@cityofjustin.com
Address: 415 North College Ave.
Mailing Address: PO Box 129
City, State, Zip: Justin, TX 76247

Agency should include a copy of this invoice with payment

Make checks payable to:	Denton County
-------------------------	---------------

Mail Payments to:	Consolidated Radio Communications Systems Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205
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<u>Tier 3</u> Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month
--

Department / Radio Number / Cost		
Police 36	\$	2,592.00
Fire 77	\$	5,544.00
Total Amount Due for FY25-26 =	\$	8,136.00

Please sign and date below.

Signature of Agency Representative	Title	Date
------------------------------------	-------	------

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

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

Name of Agency: Justin Community Volunteer Fire Department

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2025** and ending on **September 30, 2026**.

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

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

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

Agency workload percentages are calculated by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

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

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

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to form:

Denton County Sheriff's Office

Attorney for Agency

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A

2025-26 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet / Invoice

Agency: Justin Volunteer Fire Department
Payment Contact Person(s): Chief Matthew Mitchell
Phone Number: 940-395-0546
Email: matthewmitchell@justinfiredept.com
Address: 310 N Sealy Ave
Mailing Address: P.O. Box 613
City, State, Zip: Justin, TX 76247

	\$0.00	VFD
AGENCY TOTAL AMOUNT DUE	\$0.00	

THIS INVOICE/WORKSHEET SHOULD BE INCLUDED WITH YOUR PAYMENT

Makes checks payable to: Denton County

911 Dispatch Agreement Payments
Denton County Sheriff's Office
Mail Payments to: Attn: Sherry Cochran
127 N. Woodrow Lane
Denton, Texas 76205

Payment Plan Options	One Annual Payment (100%)	☐
	Two Payments (50%)	☐
	Four Payments (25%)	☐
	Tweleve Monthly Payments	☐

Agency MUST select one payment option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) **NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2025-2026**

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

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

N/A

N/A

By: Tracy Murphree

By:

Title: Denton County Sheriff

Title:

Date: _____

Date: _____

Resolution 819-26

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF JUSTIN FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Justin, Texas, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

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

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Justin wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Justin and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“Communications System” or *“System”* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2024, and ending on the 30th day of September, 2025. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF JUSTIN

3.1 Justin shall use the System in accordance with this Agreement to provide integration of communications by Justin between its Users on the System for governmental operations.

3.2 When using the System, Justin shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Justin uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Justin will also abide by the User rules of those Talk Groups.

3.3 Justin must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Justin is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Justin is responsible for all programming of City-owned Subscriber Units.

3.5 Justin shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Justin, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Justin shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Justin to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Justin. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Justin Talk Groups nor make changes to the Justin radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Justin before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will

be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Justin also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Justin and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Justin. This Agreement may be amended only by written instrument signed by Denton County and Justin.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205
Name of Agency:	Justin Police Department	
Contact Person	Chief Brian Frieda	
Address	P O Box 129	
City, State, Zip	Justin, TX 76247-0129	
Telephone	940-648-2541	
Email	bfrieda@cityofjustin.com	
Name of Agency:	Justin Community Volunteer Fire Department, Inc.	
Contact Person	Chief Matthew Mitchell	
Address	P O Box 613	
City, State, Zip	Justin, TX 76247	
Telephone	940-395-0546	
Email	matthewmitchell@justinfiredept.com	

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF JUSTIN, TEXAS:

BY:

_____ Date: _____
James Clark, Mayor
City of Justin
P O Box 129
Justin, TX 76247-0129
940-648-2541

Approved as to content:

Brian Frieda, Chief of Police

Approved as to content:

Matthew Mitchell, Fire Chief

Approved as to form:

Attorney for Agency

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON
COUNTY, TEXAS:**

BY:

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Date: _____

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A
Denton County Sheriff's Office
Consolidated Radio Communications System
Agreement FY 26 Agency Payment Worksheet/Invoice

Agency:	Justin Police and Fire Departments	
Payment Contact Person:	Jarrod Greenwood, City Manager	
Phone Number:	940-648-2541	
Email(s):	jgreenwood@cityofjustin.com or apiukana@cityofjustin.com	
Address:	415 N College Ave / PO Box 129	
City, State, Zip	Justin, TX 76247	
Agency Should Include this Worksheet with Each Payment Sent to Denton County.		
Make checks payable to:	Denton County	
Mail payments to:	Consolidated Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205	
<u>Tier 3</u>		
Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
FD Radio Subscribers	71	\$5,112.00
PD Radio Subscribers	35	\$2,520.00
Total Amt Per Year =		<u>\$7,632.00</u>
<u>BILLED ANNUALLY</u>		

Please sign and date below.

Signature of Agency Representative	Title	Date
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City Council Coversheet
March 12, 2026
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider adopting Ordinance 851-26, first reading, approving a Dangerous Animal Ordinance; and take appropriate action.

Department: Police

Contact: Brian Frieda, Police Chief

Recommendation:

As of the writing of this document, staff's recommendation is for council to approve this ordinance for the second and final ordinance.

Background:

This item was brought to staff by Councilman Dennis, and has been loosely connected in discussions with our ongoing efforts related to animal services. Staff had been directed to look into this issue further and return before council with our findings and receive further instruction concerning this topic. In previous meetings, council was made aware of staff's findings along with recommendations for reviewing and providing an updated ordinance that would provide clearer directions for staff and the citizens alike that brings Justin's statute into more recent guidelines provided by the State of Texas. The ordinance developed by City Attorney Matthew Boyle and Chief Frieda was briefly discussed before council for any last-minute directions that may develop. Having not received any further directions from the council, our meeting on the 12th of March will serve as our first reading of the newly developed ordinance.

City Attorney Review: Yes

Attachments:

1. Ordinance 851-26 Dangerous Animal

ORDINANCE NO. 851-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY JUSTIN, TEXAS, AMENDING THE JUSTIN CODE OF ORDINANCES CHAPTER 8, ANIMALS, REPEALING SECTIONS 8-1 "DEFINITIONS", 8-5 "ANIMAL VACCINATIONS, REGISTRATIONS, FEES, AND TAGS", 8-9 "VISCIOUS ANIMALS", 8-23 "DANGEROUS DOGS DEFINED", AND 8-24 "INVESTIGATE INCIDENTS TO RULE ON DANGEROUS DOGS APPEALS", AND REPLACING THEM AS SET FORTH HEREIN; AMENDING SECTIONS 8-2 "ENFORCEMENT" AND 8-8 "ANIMAL NUISANCES" TO READ AS SET FORTH HEREIN; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council finds that the regulation of animals within the City of Justin, Texas (the "City") is necessary to protect the health, safety, and wellbeing of the citizens of Justin; 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; 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.

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

Section 1: That the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2: That Chapter 8, Animals, of the Justin Code of Ordinances is hereby amended as follows:

A. Section 8-1 is amended in its entirety and replaced as follows:

Sec. 8-1 – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means any living creature, including, but not limited to, dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Animal control officer means an individual having authority to enforce the provisions of this chapter, to receive reports of animal bites, investigate animal bites, ensure quarantine of possibly rabid animals and otherwise carry out provisions of the state law pertaining to control and eradication of rabies. This shall include peace officers.

At large means an owned animal not kept within an enclosure or fenced area or restrained by a leash of sufficient strength and length to control the actions of said animal.

Cat means any live or dead cat (*Felis catus*),

Dangerous dog means a dog that:

- (1) Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (3) Makes an unprovoked attack on a domestic animal that causes serious bodily injury or death and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own.

Dog means any live or dead dog (*Canis familiaris*),

Domestic animal means those animals which are naturally tame and gentle or which by long association with man have become thoroughly domesticated and are now reduced to such a state of subjection to his will that they no longer possess a disposition or inclination to escape. This term shall include, but not be limited to, cat(s) and dog(s).

Humanely euthanized means to cause the death of an animal by a method which:

- (1) Rapidly produces unconsciousness and death without visible evidence of pain or distress; or
- (2) Utilizes anesthesia produced by an agent which causes painless loss of consciousness and death following such loss of consciousness.

Livestock means horses, mules, cows, hogs, pigs, potbellied pigs, goats and sheep of any and all kinds and shall include both the male and female gender of such animals.

Nuisance means any thing or animal which is injurious to the health or morals, or indecent or offensive to the senses or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property is declared a nuisance and as such shall be abated.

Owner means any person, owning an animal and/or the person who has the care, custody, or control of such animal.

Person means any individual, firm, association, partnership or corporation.

Possession means actual care, custody, control or management of a certain animal.

Premises means a parcel of land (one or more continuous lots) owned, leased or controlled by one or more persons.

Representative of local animal control means and includes any peace officer or animal control officer of the city.

Running at large means not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is on a leash of sufficient length and strength to control said animal that is held by the owner. An animal within an automobile or other vehicle shall not be deemed running at large.

Secure enclosure means a fenced area or structure that is:

- (1) Locked;
- (2) Capable of preventing the entry of the general public, including children;
- (3) Capable of preventing the escape or release of a dog;
- (4) Clearly marked as containing a dangerous dog; and
- (5) In conformance with the requirements for enclosures established by the local animal control authority.

Stray animal means any animal for which there is no identifiable owner or harborer.

Vaccination means properly injected by a licensed veterinarian with a rabies vaccine licensed for use in that species by the United States Department of Agriculture.

Veterinarian means a veterinarian licensed to practice veterinary medicine.

Vicious animal means any individual animal that has on two previous occasions without provocation attacked or bitten any person or other animal, or any individual animal which the local animal control officer or his representative has reason to believe has a dangerous disposition likely to be harmful to humans or other animals.

Wild animal means and includes all types of animals which commonly exist in a natural unconfined state and are usually not domesticated. This shall apply regardless of the state of duration of captivity.

B. Section 8-2, Enforcement, is hereby amended through the addition of new subsection (g) to read as follows:

(g) The animal control officer shall have the authority to impound any animal in violation of a provision of this chapter when its owner cannot be located or when said owner refuses to sign a citation, where there is no known owner, or where the officer determines that the circumstances require the impoundment of said animal to protect the health and safety of the public.

C. Section 8-5, Animal vaccinations, registrations, fees, and tags is hereby amended in its entirety and replaced as follows:

Sec. 8-5, Animal vaccinations, registrations, fees, and tags.

(a) *Required.* Every owner of a dog or cat four months of age or older shall have such animal vaccinated against rabies. The animal must receive a booster within the 12-month interval following the initial vaccination. Every dog and cat must be revaccinated against rabies as specified or recommended by the veterinarian on the rabies certificate as the next due, revaccinate, or expires on date with a rabies vaccine licensed by the United States Department of Agriculture. Nothing in this section prohibits a veterinarian and owner or custodian from selecting a more frequent rabies vaccination interval per state health and safety code. Any person moving into the city from a location outside of the city, and who has not had such an animal vaccinated within one year, shall comply with this chapter within ten days after having moved into the city. If the dog or cat has inflicted a bite on any person, or another animal, within the last ten days, the owner of the dog or cat shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after a ten-day observation period.

(b) *Proof.* It shall be unlawful for any person who owns or harbors a vaccinated animal to fail or refuse to exhibit proof of vaccination upon demand to any person charged with the enforcement of this chapter.

(d) *Harboring unvaccinated animals.* It shall be unlawful for any person to harbor any dog, cat or any other animal which has not been vaccinated against rabies, as provided herein, or which cannot be identified as having a current vaccination.

(e) *Animals exposed to rabies.* Any person having knowledge of the existence of any animal known to have been or reasonably believed to have been exposed to rabies must immediately report such knowledge to the local animal control officer, giving any information which may be required. For any animal known to have been or reasonably believed to have been exposed to rabies, the following is required:

(1) Animals having current vaccination must be revaccinated immediately and confined according to the method prescribed by the local animal control officer for a period of not less than 90 days.

(2) Animals not having a current vaccination should be humanely euthanized. However, if the owner of such animals elects, he may, at his expense and in a manner prescribed by the local animal control officer, confine the animal. Such animal must be vaccinated immediately following exposure and quarantined for not less than six months. A revaccination shall be done one month prior to release from quarantine.

(3) Animals may be humanely euthanized.

(f) *Registration.* No owner shall have within the city any dog or cat four months of age or older unless such dog or cat is currently registered with the city. A current metal registration tag issued by the city must be affixed to a collar or harness that must be worn by the animal at all times. No dog or cat shall be registered until it has a current vaccination.

(g) *Fees.* Application for initial issuance or renewal of each registration must be made by the owner in writing or in person, and be accompanied by a fee as provided on the city fee schedule, unless the cat or dog being registered has been neutered or spayed and proof of such surgical sterilization can be shown, then the fee will be as provided on the city fee schedule. The registration fee for a dog determined to be a dangerous dog pursuant to section 8-23 or a guard or attack dog as defined at section 8-17 is as provided on the city fee schedule. If the original current registration tag is lost or destroyed, the owner may obtain a duplicate registration tag from the city by paying a fee as provided on the city fee schedule. Dogs and cats under the age of six months shall be registered at the sterilized fee.

(h) *Tags.* The metal tag issued upon the payment of the annual license shall be stamped thereon, the year for which it is issued. Such tag shall be securely attached to a collar or harness around the neck of the dog or cat to which it is issued.

D. Section 8-8, Animal nuisances, is hereby amended through the addition of new subsections (7) and (8), to read as follows:

(7) It shall be a public nuisance that a person harbors, keeps or maintains a dangerous dog within the city unless the person complies with the requirements of this article. It shall furthermore be a public nuisance for any person to harbor, keep or maintain a dog that has been declared dangerous pursuant to Tex. Health & Safety Code Ch. 822 or any local law or ordinance adopted in accordance with Tex. Health & Safety Code Ch. 822, into the city.

(8) It shall be a public nuisance that a person harbors, keeps or maintains an aggressive dog within the city unless the person complies with the requirements of this article.

E. Section 8-9, Vicious animals, is hereby amended in its entirety and replaced as follows:

Sec. 8-9, Vicious or aggressive animals.

(a) Any vicious or aggressive animal found running at large and endangering the safety of persons and property may be destroyed by the local animal control officer in the interest of public safety if such danger is imminent and a real or apparent necessity exists to destroy such vicious animal.

(b) Aggressive dog determination

- i. A person is the owner of an aggressive dog when:
 1. The owner knows that the dog has made an unprovoked attack on another domestic animal which causes bodily injury to the animal and which occurred in a place other than an enclosure in which the dog was kept;
 2. The owner knows that the dog has bitten one or more persons who are lawfully inside the dog's enclosure;
 3. The owner knows that the dog has repeatedly attempted, successfully or unsuccessfully, to escape from its enclosure in an attempt to attack a person or other domestic animal;
 4. The owner knows that the dog has committed unprovoked acts that would cause a person to reasonably believe the dog will attack and cause bodily injury to a person or domestic animal; or
 5. The owner is informed by a person authorized to carry out or enforce the provisions of this chapter, that they have determined the dog is a dangerous dog.
- ii. If a person reports a suspected or purported aggressive dog, the animal control officer. the animal control officer may accept sworn statements from any victim or witness to the incident. If the animal control officer determines that the dog is a dangerous dog, it shall notify the owner in writing of the determination. The animal

control officer may order any owner or person having care, custody or control of any vicious animal to take such animal permanently from the city

- iii. The owner of a dog which has been determined to be an aggressive dog, may appeal the determination to the Chief of Police, no later than fifteen (15) days after the date the notice of determination is mailed to the owner. To file an appeal, the owner must file notice of appeal with the Chief of Police, attach a copy of the determination from the animal control officer, and serve a copy of the notice upon the animal control officer. The determination of the Chief of Police shall be final and non-appealable.
- iv. The owner of an aggressive dog shall restrain the dog at all times, including during any appeal of an aggressive dog determination:
 - 1. On a leash in the direct physical control of a person of adequate ability to control the dog; or
 - 2. In an adequate enclosure.
- v. A person commits an offense if the person is the owner of an aggressive dog and the dog makes an unprovoked attack upon a person or domestic animal outside the dog's enclosure and causes bodily injury to the person or domestic animal. If a person is found guilty of an offense under this section, the court may order the owner of the aggressive dog to comply with additional requirements as it deems appropriate.

If the owner or person who has care, custody or control of a vicious animal fails to remove such animal, or comply with any order, as provided for in subsections (a) and (b) of this section, such animal may be impounded and humanely euthanized.

(d) If an animal is ordered to be removed from the City, the owner or person having care, custody or control of said animal must report the disposition and relocation of such animal to the local animal control officer in writing, within ten days after the expiration date for removal of such animal from the city.

(e) The local animal control officer shall be authorized to obtain a search and seizure warrant if there is probable cause to believe that an animal ordered removed from the city has not been so removed, or in any other violation in which the state code of criminal procedure authorizes the issuance of search warrants.

(f) A person commits an offense if the person is the owner of a vicious or aggressive dog and the dog makes an unprovoked attack on a person or domestic animal outside the animal's enclosure and causes bodily injury to the person or domestic animal

F. Section 8-23 is hereby amended in its entirety and replace as follows:

Sec. 8-23 Dangerous dogs defined.

As used in this chapter, dangerous dog means a dog that:

- (1) Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog is being kept and that is reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog is being kept and that is reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe the dog will attack and cause bodily injury to a person; or
- (3) Makes an unprovoked attack on a domestic animal in a place other than an enclosure in which the dog is being kept and that is reasonably certain to prevent the dog from leaving the enclosure on its own.

G. Section 8-24, Investigate incidents; to rule on dangerous dogs; appeals, is hereby amended in its entirety and replaced as follows:

Sec. 8-24, Investigate incidents; to rule on dangerous dogs; appeals.

- (a) The animal control officer or designee, may investigate all reports of incidents relating to any attack by a dog. If, after receiving the sworn statements of any witnesses, the animal control officer or his designee determines that the dog is a dangerous dog, he shall notify the owner of that fact in writing.
- (b) An owner, not later than the 15th day after the date the owner is notified that his dog is a dangerous dog, may appeal the determination of the animal control officer or his designee to the municipal court. To file an appeal, the owner must file a notice of appeal with the municipal court, attach a copy of the determination to the appeal, and serve a copy of the appeal to the animal control officer or designee.
- (c) The owner may appeal the decision of the municipal court pursuant to Section 822.0424(c) of the Texas Health and Safety Code.

Section 3: All ordinances or any parts thereof which conflict with the terms of this ordinance shall be and are hereby deemed repealed and of no force and effect.

Section 4: Any person who violates or permits the violation of any provision of this section shall be guilty of an offense and shall be punished by a fine not to exceed the maximum allowed by this chapter or State law. Each day in which a violation of this chapter exists shall constitute a separate offense.

Section 5: If any section, subsection, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS,
on this the ____ day of _____, 2026.

APPROVED:

James Clark
Mayor

ATTEST

Amy Piukana
City Secretary

APPROVED AS TO FORM:

City Attorney



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

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider adopting Ordinance 844-26, first reading, approving a Pandhandlers Ordinance; and take appropriate action.

Department: Police

Contact: Brian Frieda, Police Chief

Recommendation:

Staff recommends the City Council approve Ordinance 844-26, as presented.

Background:

This particular issue was brought forward by Mayor Clark and again by Mayor Pro Tem St. Clair. Regarding the enforcement of the current ordinance, and also regarding any possible improvements to said ordinance, staff was directed to please look into this and, when possible, to return with recommendations. This was accomplished, and in a previous workshop session, findings and additions to the current statute were discussed, and additional insights were provided by members of council. Chief Frieda, along with City Attorney Matthew Boyle, reviewed many different ordinances from across the state, and were able to provide an updated ordinance regarding not the ongoing issue of solicitors, but panhandlers and adding language specifically concerning aggressive panhandlers. It is felt that the updated ordinance meets current state parameters and will make our citizens and our regulations concerning soliciting easier understood by those wishing to solicate customers within the city limits of Justin.

City Attorney Review: Yes

Attachments:

1. Ordinance 844-26 Panhandler

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF JUSTIN CITY COUNCIL AMENDING CHAPTER 12, BUSINESSES, OF THE CITY OF JUSTIN CODE OF ORDINANCES, BY **AMENDING AND REPLACING SECTIONS 12-19 THROUGH 12-30 IN THEIR ENTIRETY AND ADDING NEW SECTIONS 12-31 THROUGH 12-32 TO ADOPT NEW AND **ENHANCED PEDDLER AND SOLICITOR REGULATIONS**; PROVIDING A PENALTY; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

- WHEREAS, the City of Justin City Council consists of residents of the City with varied backgrounds, experiences, and interests; and
- WHEREAS, in considering this Ordinance, the City Council relies on the entirety of its experiences and knowledge; and
- WHEREAS, the City of Justin, Texas, is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and
- WHEREAS, the City of Justin currently regulates peddlers and solicitors in a manner to promote good order and protect citizens and non-citizens, while at the same time maintaining the First Amendment right to communicate through that medium; and
- WHEREAS, the City of Justin has endeavored to protect the health, safety, and welfare of the public from the negative impacts associated with soliciting and distributing for many years; and
- WHEREAS, the regulation of door-to-door solicitation services the City's interests in preventing crime and protecting the privacy of its residents; and
- WHEREAS, the City's efforts to protect its citizens have included a curfew on peddling and soliciting, and said curfew has played an important role in the City's overall safety plan; and
- WHEREAS, the City Council finds the regulations provided in this ordinance allow the Police Department to focus its operations on crime-related activity during the evening, night, and early morning hours when calls for service naturally increase; and

WHEREAS, everything about law enforcement is priority based, and any time taken away from dealing with priority major criminal activity and the prevention of that makes the Police Department less effective; and

WHEREAS, due to the extremely complex nature of crime, the City and its Police Department attempt to devise as many strategies and tactics and utilize as many tools as they can to cover as many bases as possible; and

WHEREAS, the curfew allows the Police Department to concentrate on the greatest likelihood of encountering the unsavory type of characters during peak times, and has enhanced residents' comfort level and safety; and

WHEREAS, the curfew has served as an enhancement to the other tactics, tools, and strategies employed by the Police Department; and

WHEREAS, there is no magic bullet to fight and prevent crime; and

WHEREAS, the philosophy behind the solicitor ordinance is to do everything the City can do legally to ensure the safety of the City and its citizens; and

WHEREAS, the entirety of the solicitor ordinance has contributed to making our community a safer place; and

WHEREAS, it is not possible to delineate the proportionate effect of the multiple measures or strategies implemented to protect the health, safety, and welfare of the public, including the solicitor ordinance; and

WHEREAS, the decrease in residential burglaries has at least a temporal connection to the City's solicitor ordinance; and

WHEREAS, the City reviews, updates, and amends ordinances on an as needed basis; and

WHEREAS, the purpose of such reviews and amendments is to maximize the effectiveness of the City's rules and regulations, while accommodating protected activities such as free speech; and

WHEREAS, the City Council endeavors to allow people to be free from interruption at home and to have comfort that unknown persons will not come up to their door and disturb them while at home with their families; and

WHEREAS, anecdotal evidence shows that Justin residents have been reluctant to utilize "no solicitation" signs at their residences to protect themselves from undue annoyance and harassment; and

WHEREAS, the City Council finds that posting "no-solicitation" or similar signs alone is inadequate to protect its citizens from undue annoyance; and

- WHEREAS, the City Council finds that the regulations provided by this ordinance are necessary to promote the City's legitimate and compelling interests and are provided without reference to the content of any message; and
- WHEREAS, the City Council finds that the City has a legitimate and compelling interest in protecting the privacy of its residents in a most important place, the homestead; and
- WHEREAS, the City Council determines that preserving the sanctity of the home, including the right to be free from unwanted and unwelcome intrusion, is a compelling governmental interest; and
- WHEREAS, the City Council finds that the City has a legitimate and compelling interest in preventing undue annoyance of its residents; and
- WHEREAS, the City Council finds that the City has a legitimate and compelling interest in protecting its residents from crime; and
- WHEREAS, the City Council finds door-to-door activities pose an inherent risk of crime; and
- WHEREAS, the City Council finds that curfew regulations limiting the hours and days when a person may solicit, peddle, or distribute on private property are necessary to prevent undue annoyance of its residents and to protect the sanctity of citizens' homes; and
- WHEREAS, the City Council finds that curfew regulations limiting the hours and days when a person may solicit, peddle, or distribute on private property are necessary to prevent crime to property and persons and to protect the health and safety of persons engaged in solicitation or distribution; and
- WHEREAS, the City Council finds the regulations of this ordinance do not prevent door-to-door activity and that ample alternative channels of communication exist beyond the curfew requirements, including solicitation via telephone and other electronic communication, public solicitation outside of the privacy of citizens' doorsteps, and solicitation via direct mail, television, radio, and internet; and
- WHEREAS, the City Council finds that an unanticipated visit by a stranger on citizens' doorsteps is capable of causing fear or suspicion or anxiety resulting in a call for service; and
- WHEREAS, the City Council finds the regulations provided in this ordinance are an integral component of the City's safety plan and that crime prevention efforts would be less effective without the provisions of this ordinance; and

- WHEREAS, the City Council finds that regulations requiring persons who engage in door-to-door contact with its citizens to obtain a permit are necessary to prevent crime to property and persons; and
- WHEREAS, the City Council is authorized to adopt ordinances to protect the health, safety, and welfare of its citizens; and
- WHEREAS, the City Council has determined that it is a necessity to regulate activities as provided for herein to safeguard the public; and
- WHEREAS, the City Council 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 purposes of this Ordinance include protecting and promoting the public health, safety, and general welfare of the citizens of the City of Justin.

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

SECTION 1: That the above and foregoing are hereby found to be true and are incorporated as if set forth herein.

SECTION 2: That Sections 12-19 through 12-30 of Chapter 12 of the Justin Code of Ordinances are hereby repealed in their entirety and replaced to read as set forth herein:

Sec. 12-19 SOLICITATION GENERALLY

The purpose of this ordinance is to secure the general health, safety, and welfare for the residents of the City of Justin by:

Prohibiting door-to-door solicitation at residences during the times when such activity is most intrusive and disruptive to citizens' privacy;

Regulating the locations in which solicitation activity may occur to promote safety and minimize congestion;

Regulating the manner in which any solicitation activity may occur to promote good order, and protect citizens from aggressive and intimidating practices; and

Requiring solicitors to obtain permits from the City to aid in crime detection and deter deceptive practices and fraud.

Sec. 12-20 DEFINITIONS

A. The following words and phrases, when used in this ordinance, shall have the meanings ascribed to them by this section:

1. Aggressive manner means:

- (a) Making any physical contact with or touching another person in the course of the solicitation without consent;
- (b) Touching, tapping, or hitting any part of a motor vehicle occupied by a person being solicited without express consent of the occupant;
- (c) Blocking the safe or free passage of the person being solicited or requiring the person to take evasive action to avoid physical contact with the person making the solicitation;
- (d) Using obscene or abusive language or gestures towards the person being solicited;
- (e) Approaching the person being solicited in a manner that is: likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon the person or upon property in the person's possession; or reasonably likely to intimidate the person being solicited into complying with the solicitation;
- (f) Following the person in a manner that is: likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon the person or property in the person's possession; or reasonably likely to intimidate the person being solicited into complying with the solicitation;
- (g) Continuing to solicit a person after the person has made a negative response.

2. *Automated teller machine means a device, linked to a bank account or bank records, which is able to carry out banking transactions.*
3. *Automated teller facility means the area comprised of one (1) or more automated teller machines, and any adjacent space made available to banking customers.*
4. *Bank includes a bank, savings bank, savings and loan association, credit union, trust company, or similar financial institution.*
5. Charitable purpose shall mean philanthropic, religious, or other nonprofit objectives, including the benefit of poor, needy, sick, refugee, or handicapped persons; the benefit of any church or religious society, sect, group, or order; the benefit of a patriotic or veterans' association or organization; the benefit of any fraternal, social, or civic organization, or the benefit of any educational institution. "Charitable purpose" shall not be construed to include any direct benefit to the individual making the home solicitation, to include the benefit of any political group, or political organization, which is subject to financial disclosure under state or federal law.
6. Check cashing business means an entity in the business of cashing checks, drafts, or money orders for consideration.

7. Commercial home solicitation or soliciting means the solicitation at a residence through the attempt or act of asking, bartering, or communicating in any manner for the purpose of selling or offering to sell goods, services, or realty for a for-profit purpose, which includes promoting, advertising, receiving or obtaining money, gifts or items of value for said individual or group of individuals, or for-profit organization, club, company, corporation.
8. Commercial home distribution or distribute means the door-to-door distribution of advertisements or handbills (other than through the United States mail).
9. Dusk means sunset.
10. Handbill means and includes any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original, or copies of any matter or literature.
11. Handbill distributor means and includes any person engaging or engaged in the business for hire or gain of distributing handbills, other than newspapers distributed to subscribers thereof, and any person receiving compensation directly or indirectly for the distribution of such handbills.
12. Handbill sponsor means and includes any person, firm, or corporation who utilizes handbills as a medium of advertising or spreading a message.
13. Itinerant operations shall mean and refer to the conduct of business operations at one or more locations or properties throughout the day, provided that the mobile vendor does not remain or linger at any particular property or location for longer than thirty (30) minutes.
14. Itinerant vendor shall mean any person who sets up and operates a temporary business on privately owned property, whether improved or unimproved, in the City, soliciting, selling, or taking orders for, or offering to sell or take orders for any goods or services.
15. Mobile frozen dairy food vendors shall mean any person who operates a vehicle on the streets of the City for the purposes of soliciting sales of frozen dairy food, either made or produced at the time of the sale, or prepackaged and wrapped in a covering.

16. Mobile ice cream truck is a mobile food unit that operates from a motor vehicle and sells only prepackaged, single-portion, ice cream or frozen confections.
17. Panhandle means to solicit by the spoken, written, or printed word, or by other means of communication an immediate donation or transfer of money or another thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered.
18. Peddle shall mean traveling by foot, wagon, vehicle, or any other type of conveyance from street to street carrying, conveying, or transporting goods, wares, or merchandise and offering or exposing them for sale, or making sales and delivering articles to purchasers; or without traveling from place to place, exhibits, displays, sells, or offers for sale, such products from a wagon, handcart, pushcart, motor vehicle, conveyance, or from their person, while on the public right-of-way of the City of Justin.
19. Peddler shall mean any person traveling by foot, wagon, vehicle, or any other type of conveyance from street to street carrying, conveying, or transporting goods, wares, or merchandise and offering or exposing them for sale, or making sales and delivering articles to purchasers; or who, without traveling from place to place, exhibits, displays, sells, or offers for sale, such products from a wagon, handcart, pushcart, motor vehicle, conveyance, or from his person, while on the public right-of-way of the City of Justin. A peddler also includes any street vendor, itinerant vendor, or transient vendor.
20. Public area means an area to which the public has access and includes, but not limited to, a sidewalk, street, highway, park, parking lot, alleyway, pedestrian way or the common areas of a school, hospital, apartment house, office building, transportation facility or shop.
21. Public right-of-way for the purposes of this ordinance shall mean a legally established area or strip of land, either public or private, on which an irrevocable right of passage has been recorded, and which is occupied, or intended to be occupied, by a street, utility service, water main, sanitary or storm sewer main, or other similar use. Right-of-way also includes the travel portion of the roadway and all traffic medians.

22. Residential street means a thoroughfare or public driveway, other than an alley, not on the City's Master Thoroughfare Plan, which has been dedicated or deeded to the public for general use and affords a principal means of vehicular or other access to property abutting thereon.
23. Solicitation or soliciting means the solicitation at a residence through the attempt or act of asking, bartering, or communicating in any manner for the purpose of selling or offering to sell goods, services, or realty for any purpose, which includes promoting, advertising, receiving or obtaining money, gifts or items of value for said individual or group of individuals, or organization, club, company, corporation.
24. Temporary business means one that continues for forty-five (45) days or less; and, exists whether solicitation is from a stand, vehicle, or freestanding. Any business that exists more than forty-five (45) days shall be deemed to be a permanent occupancy and is required to obtain a certificate of occupancy from the Community Development Department.
25. Transient vendor shall mean vendors who sell items for a limited time and have no permanent place of business at that location. Examples of places where transient vendor sales may take place are at fairs, bazaars, flea markets, art or craft shows, or concerts.

Sec. 12-21 COMMERCIAL HOME SOLICITATION AND COMMERCIAL HOME DISTRIBUTION

- A. COMMERCIAL HOME SOLICITATION AND COMMERCIAL HOME DISTRIBUTION ON PRIVATE PROPERTY

1. It shall be unlawful for any person to conduct commercial home solicitation or commercial home distribution upon residential property within the City without first obtaining a written permit as prescribed by this ordinance.
2. It shall be unlawful to approach any part of a residence other than the front door.
3. It shall be unlawful for any person(s), handbill distributors, or commercial home solicitors to distribute or cause to be distributed, deposited, placed, thrown, scattered, or cast, any handbill upon any residential property except:
 - a. By handing or transmitting such handbill directly to the owner or occupant then present in or upon such private premises; or
 - b. By placing or depositing the same in a manner to secure and prevent such handbill from being blown or drifting about such premises, except that mailboxes may not be used when prohibited by federal postal laws or regulations.
4. It shall be unlawful for any person to distribute or cause to be distributed, deposited, placed, thrown, scattered, or cast any handbill upon any residential property or to go upon any residential premises for the purpose of commercial home solicitation; or commercial home distribution; and ring the doorbell, knock upon the door or create any sound for the purpose of attracting the attention of the occupants of the residence if:
 - a. Requested by anyone thereon not to do so; or
 - b. If there is placed on such premises in a conspicuous place upon or near the main entrance to the residence, a weatherproof sign, not less than three (3) inches by four (4) inches in size bearing the words "no trespassing," "no peddlers," "no advertisements," "no solicitation," "no handbills," or any similar notice indicating in any manner that the occupants of such premises do not desire to have any such handbills left upon their premises. The letters on such signs shall be not less than two-thirds (2/3) of an inch in height.
5. It shall be unlawful for any person to employ, use, or otherwise put into service, a child who is fifteen (15) years of age or less to engage in a commercial home solicitation or commercial home distribution, unless the child is soliciting or distributing within 1,000 feet of the child's home, or the child is actively supervised by an adult at least eighteen (18) years of age who is within one hundred (100) feet of the child, or who

has written consent from a parent or legal guardian for a charitable purpose.

6. No person shall leave any unsolicited pamphlet, unsolicited brochure, unsolicited flyer, unsolicited package, or unsolicited printed advertisement at a residence at a place further than five (5) feet from the front door of the residence.
7. It shall be unlawful for any person to solicit, peddle, or distribute on a residential property that is listed on the "do-not-solicit list" as defined by this chapter.

B. DISPLAY OF IDENTIFICATION

1. The person(s) in charge of conducting commercial home solicitation or commercial home distribution shall ensure that all commercial home solicitors, or commercial home distributors involved, possess on their person photo identification, such as a valid driver license, or other valid governmental identification that correctly identifies whom the solicitor/distributor is and for whom the solicitor/distributor is working.
2. It shall be unlawful for any commercial home solicitor(s) or commercial home distributor(s) to fail or refuse to show or display such identification upon the request of any person.
3. It shall be unlawful for any commercial home solicitors or commercial home distributors to engage in commercial home solicitation or commercial home distribution without having a copy of the permit in their possession, except that where the person who will be peddling or soliciting is fifteen (15) years of age or less.
 - a. Such person shall be supervised by a person who is over the age of eighteen (18) years of age and who shall obtain a license on behalf of the person to be supervised.
4. The permit holder must ensure that the permit is properly displayed while conducting peddling, commercial home solicitation, or commercial home distribution activities.
 - a. Properly displayed shall mean attached or hung so that the permit is clearly visible to the public and law enforcement officials.
5. It shall be unlawful for any person to conduct themselves as a commercial home distributor without wearing an orange traffic safety vest.

C. SOLICITATION IN SELECTED PUBLIC RIGHT-OF-WAY

1. It shall be unlawful for any person to solicit or to distribute handbills on, in, upon, or around any public right-of-way, with or without a permit.
2. Employees of the City of Justin are hereby exempt from the provisions of subsection 1 above, provided approval is first obtained from the city manager or their designee.

D. SOLICITATION FOR PURPOSES NOT SET OUT IN THE APPLICATION

1. It shall be unlawful for any commercial home solicitor to solicit for a purpose other than that set out in the application upon which the permit was issued.

Sec. 12-22 SOLICITATION PROHIBITED – HOURS AND CONDUCT

- A. It shall be unlawful to solicit, peddle, or distribute on residential property prior to 9:00 a.m. or after dusk of any day Monday through Saturday, or any time on Sunday or any other federally designated holiday. This section shall not apply to a visit to the premises as a result of a request or invitation made by the occupant, invitation of the owner of the property, or a person residing on the premises.
- B. It shall be unlawful to solicit, peddle, or distribute on residential property on any day where the Department of Homeland Security has issued a formal alert regarding a specific or credible terrorist threat resulting in an imminent or elevated threat level, the chief of police may suspend any commercial home solicitation or commercial home distribution activities until such time that the threat level is rescinded. This section shall not apply to a visit to the premises as a result of a request or invitation made by the occupant, invitation of the owner of the property or a person residing on the premises.
- C. A person commits an offense if the person panhandles or solicits:
 - (1) In an aggressive manner in a public area; or
 - (2) Within fifty (50) feet of the following areas where the public is considered vulnerable including:

- i. An automated teller machine;
 - ii. An automated teller facility;
 - iii. An entrance of a bank;
 - iv. An entrance of a check cashing business;
 - v. A parking meter or parking pay station on a street;
 - vi. An entrance of a restaurant or service area of an outdoor eating establishment;
 - vii. An entrance of a governmental or commercial building;
 - viii. In a bus, bus station, bus stop, or a facility operated by a transportation authority for passengers; or
 - ix. A public parking garage or parking lot pay station.
- (3) Any place which would interfere with the safe and orderly movement of traffic.
- (4) A culpable mental state is not required, and need not be proven, for an offense under this Section.
- (5) For the purpose of (b)(3) of this Section, the judgment of a police officer exercised in good faith, shall be deemed conclusive as to whether the panhandling or solicitation is interfering with the safe and orderly movement of traffic.
- (6) For the purposes of (b) of this Section, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest point at which the unlawful act is conducted to the nearest point of the items listed therein.
- (7) It shall be a defense to prosecution that the person is on private property with the permission of the property owner or manager.

Sec. 12-23 DO-NOT-SOLICIT LIST

- A. The city manager, or their designee, shall develop and maintain a list of residences where commercial home solicitation is prohibited and such list shall be referred to as the "do-not-solicit list."
- B. Any property owner or occupant may elect to add or remove his or her residence to or from the do-not-solicit list through the procedures developed

by the city manager. The property owner or occupant making such a request will be required to affirm that he or she is an owner or occupant of the residence, and is making the request on their behalf and on behalf of any other occupant at that address.

- C. The city manager shall make the do-not-solicit list available on the City's website and to any person upon request.
- D. The chief of police shall provide a copy of the do-not-solicit list to each person issued a permit under this ordinance.

Sec. 12-24 **ITINERANT VENDORS**

A. **REQUIREMENTS**

- 1. It shall be unlawful to operate a mobile ice cream truck, or any other itinerant street vendor vehicle in the City, and no person who owns or controls a mobile ice cream truck or itinerant street vendor vehicle shall permit it to be so operated at any time, unless the driver of said vehicle shall have first obtained, and shall then have in force, an itinerant street vendor permit, issued under the provisions of this ordinance.
- 2. All permits shall be for specific time periods, dates, and locations.
- 3. Mobile frozen dairy food vendors, mobile ice cream trucks, or other itinerant vendor vehicles are permitted to vend in an area for a short period of time and move to multiple other locations, providing they do not remain at a location for more than thirty (30) minutes, without specific approval, as contained in the permit.
- 4. Sound equipment must be limited to music or human speech and can only be used between 11:00 a.m. and dusk each day.
- 5. Sound may not be broadcast within one hundred (100) yards of schools, hospitals, churches, courthouses, funeral homes, or cemeteries and shall meet all noise nuisance provisions contained in the Justin Code of Ordinances. Music must be played at a reasonably low volume while the unit is stopped for vending. If the unit is stopped for vending for more than ten (10) minutes, then music shall be turned off.
- 6. A sign or decal that is visible at all times with the business address and telephone number of the business permit holder printed on the side of the vehicle in letters of not less than two (2) inches in height.
- 7. Vehicles must be in good condition and have a current safety inspection sticker from the Texas Department of Motor Vehicles.
- 8. All itinerant vendors shall comply with all provisions of the Justin Code of Ordinances and Justin Land Development Code. Any itinerant vendor seeking to locate at a stationary point for more than

thirty (30) minutes must also obtain a temporary use permit from the Community Development Department.

B. SAFETY EQUIPMENT FOR MOBILE ICE CREAM TRUCKS OR OTHER VEHICLES VENDING FOOD PRODUCTS TO CHILDREN

1. Signs stating "WATCH FOR CHILDREN" or "SLOW CHILDREN CROSSING" must be posted on the front, back, and both sides of the vehicle in at least four (4) inch letters of contrasting colors in distinctive lettering, which is visible at three hundred (300) feet to the front and rear in normal sunlight, upon a straight, level roadway, or highway. Swing arms stating "Stop for Children" may be used as an option on the side of the vehicle in lieu of the signage with four (4) inch lettering.
2. A serving window capable of being closed when not in use must be provided and located on the curbside only.
3. The vehicle must be provided with left and right outside rear view mirrors, as well as two (2) additional outside wide-angle mirrors on the front and back of the vehicle to enable the driver, in his normal seated position, to see around the entire vehicle and see the area in front of the vehicle obscured by the hood. Rear mirrors shall not be required if the vehicle is equipped with a no ride bumper.
4. All vehicles must have operable four-way, yellow, flashing hazard lights to warn approaching drivers of children.
5. A rear bumper cover or a no ride bumper must be installed to prevent children from standing or jumping on the rear of the vehicle.
6. A trash receptacle to dispose of all litter that is generated from products sold from the mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor vehicle.

Sec. 12-25 APPLICATION FOR PERMIT

A. COMMERCIAL HOME SOLICITATION

1. A person or organization seeking a permit for the purpose of conducting home solicitation shall file an application with the Police Department. The application shall contain the following information:

- a. The full and legally recognized names and any associated aliases, logos, nicknames, and abbreviated names of the entity or person applying for a permit to solicit;
- b. Whether the person applying is an individual, partnership, corporation, or association, and:
 - i. The business or residence address and telephone number of the applicant;
 - ii. If a partnership, the names of all partners, the principal business address, and telephone number of each partner;
 - iii. If a corporation, the person applying shall state whether it is organized under the laws of this state, another state, or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the individual in charge of such corporation, and, if a foreign corporation, the place of incorporation;
 - iv. If an association, the application shall show the association's principal business address and telephone number, if any, and shall show names and principal business or residence addresses, and telephone numbers of all members of the association unless they exceed ten (10) in number, in which case the application shall so state and the person registering may alternatively list the name and principal business or residence addresses, and telephone numbers of the officers and directors, or trustees of the association;
 - v. If the association is a part of a multi-state organization or association, the mailing address and business location of its central office shall be given, in addition to the mailing address and business location of its local office.
- c. The names, mailing address, and telephone number of all individuals who will be in direct charge or control of the solicitation;
- d. The time period within which the solicitation is to be made, giving the date of the beginning of solicitation and its projected conclusion, and the specific location(s);
- e. A description of the methods and means by which the solicitation is to be accomplished;
- f. The type of merchandise to be sold or offered for sale or the nature of the services to be furnished;
- g. Whether such applicant, upon any such order so obtained, will demand, accept, or receive payment, or deposit of money in advance of final delivery;
- h. A permit will not be issued if there is an affirmative statement as to whether the applicant has ever been:

- i. Convicted of, or pleaded nolo contendere, to a misdemeanor involving fraud, theft, embezzlement, burglary, fraudulent conversion, or misappropriation of property within the preceding ten (10) years, or convicted of, or pleaded nolo contendere, to any felony;
 - ii. Found liable in a civil or administrative action in which the complaint, or petition alleged fraud, theft, embezzlement, fraudulent conversion, misappropriation of property, or the use of untrue or misleading representations in an attempt to sell or dispose of property, or to obtain money or a thing of value from another;
 - iii. Found liable under any law regarding the use of unfair, unlawful, or deceptive business practices; or
 - iv. Subject to an injunction or restrictive court order relating to business activity as the result of an action brought by a federal, state, or local public agency, including an action affecting a vocational license.
 - i. The names of any cities where the applicant has worked in the previous three hundred and sixty-five (365) days;
 - j. Two full-face photographs of each applicant, two (2) inches square;
 - k. A copy of a valid state tax sales certificate, if applicable;
 - l. An authorization to conduct a criminal background check on the applicant;
 - m. Any other information, which the City deems necessary for the administration of this ordinance.
2. The application must be signed by the applicant and accompanied by a non-refundable application fee of \$15.00 and a permit fee of \$50.00, if approved. Such application shall also show satisfactory written proof of the individual's authority to represent the company.
 3. Information provided by applicant will be subject to verification by the Police Department.
 4. Failure to provide a complete and thorough application or falsification of any part of the application shall be grounds for the denial or revocation of a permit.
 5. After review of the permit application and within ten (10) business days of the receipt of the application, the chief of police, or his designee, shall either issue a permit, as provided in this ordinance, or notify the person applying that the application does not comply with the requirements of this ordinance, specifying why the application is incomplete, or otherwise does not comply.
 6. If the applicant is fifteen (15) years of age or less, a copy of the parental consent form required by Section 51.0145 of the Texas Labor Code and the name, address, and telephone number of all

persons who will be responsible for supervising the activities of the applicant must be provided.

7. A permit granted under this article shall be valid only until the termination of the solicitation period specified in the permit or for one hundred eighty (180) days, whichever is less, but may be renewed once for one hundred eighty (180) days, if made within the initial one hundred eighty (180) day period of the original permit. Each application for renewal must verify permit information as correct, and provide copies of sales tax returns for the prior permit period.
 - a. A permit renewal application shall be \$25.00, if submitted within one hundred eighty (180) days of the original application.

B. COMMERCIAL HOME DISTRIBUTION

1. No person shall engage in a commercial home distribution without having a valid, current permit issued under the provisions of this ordinance by the chief of police. The application shall contain the following:
 - a. The name, date of birth and mailing address of the person(s) applying;
 - b. The name, mailing address and phone number of the handbill sponsor and company organizing the distribution of same;
 - c. The time period and locations within which commercial home distributions will be made, including the proposed beginning date, the projected date of conclusion, and an estimate of how often the applicant will distribute during the permit period;
 - d. A description of the methods and means by which the commercial home distributions will be accomplished;
 - e. A description of the goods or services to be sold or offered through the distribution;
 - f. If the applicant is fifteen (15) years of age or less, a copy of the parental consent form required by Section 51.0145 of the Texas Labor Code and the name, address, and telephone number of all persons who will be responsible for supervising the activities of the applicant must be provided;
 - g. A permit will not be issued if there is an affirmative statement as to whether the applicant has ever been:
 - i. Convicted of, or pleaded nolo contendere, to a misdemeanor involving fraud, theft, embezzlement, burglary, fraudulent conversion, or misappropriation of property within the preceding ten (10) years, or convicted of, or pleaded nolo contendere, to any felony;
 - ii. Found liable in a civil or administrative action in which the complaint or petition alleged fraud, theft, embezzlement,

fraudulent conversion, misappropriation of property, or the use of untrue or misleading representations in an attempt to sell or dispose of property, or to obtain money or a thing of value from another;

- iii. Found liable under any law regarding the use of unfair, unlawful, or deceptive business practices; or
 - iv. Subject to an injunction or restrictive court order relating to business activity as the result of an action brought by a federal, state, or local public agency, including an action affecting a vocational license.
- 2. It shall be unlawful for any person to file an application for a commercial home distribution permit that contains any false statement of fact.
 - 3. The names of any cities where the applicant has worked in the previous three hundred and sixty-five (365) days.
 - 4. The application for the permit must be signed by the applicant and accompanied by a non-refundable application fee of \$15.00 and a permit fee of \$50.00, if approved. Such application shall also show satisfactory written proof of the individual's authority to represent the company.
 - 5. It shall be unlawful for any person to engage in a commercial home distribution without carrying the permit required by this ordinance, on his or her person, while so engaged, or to display a permit issued in the name of another person.
 - 6. After review of the permit application and within ten (10) business days of the receipt of the application, the chief of police or his designee shall either issue a permit, as provided in this ordinance, or notify the person applying that the application does not comply with the requirements of this ordinance, specifying why the application is incomplete or otherwise does not comply.
 - 7. A permit granted under this article shall be valid only until the termination of the solicitation period specified in the permit or for one hundred eighty (180) days, whichever is less, but may be renewed once for one hundred eighty (180) days, if made within the initial one hundred eighty (180) day period of the original permit. Each application for renewal must verify permit information as correct and provide copies of sales tax returns for the prior permit period.
 - a. A permit renewal application shall be \$25.00, if submitted within one hundred eighty (180) days of the original application.

C. GROUP REGISTRATION (applies to Commercial Home Distribution permits only)

1. A person may apply for a group registration applicable to two (2) or more persons who desire to engage in commercial home distributions.
2. The registration application shall contain all of the information required herein for each person who will be engaging in commercial home distributions under the group registration.
3. The application must be signed by a person responsible for the group application and shall be accompanied by a non-refundable application fee of \$15.00 and an additional permit fee of \$15.00 for each person to be included under the group application.
4. Provided that, if the applicant registers ten (10) or more persons under a group application, the additional permit fee shall be \$10.00 per person. The applicant for group registration shall provide each person distributing under the applicant's registration an identification badge to be worn and displayed while the person is engaging in a commercial home distribution.

D. ITINERANT VENDORS

1. Every driver or person desiring a permit to conduct sales activity in the City as a mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor shall make a written application therefore to the chief of police. The application shall be made on a form approved by the chief of police, accompanied by a non-refundable \$15.00 application fee and a \$50.00 permit fee if approved, and state the following:
 - a. Name, business address, and telephone number of applicant;
 - b. Name, address, and telephone number of the person, firm, or corporation the applicant is representing; the agent or service of process of a corporation, and/or name and address of any owner of a business not incorporated, and the assumed name of said business filed in the index in the county of its home office, for any business;
 - c. Attached to the application shall be a certified original copy of the sales tax permit issued by the comptroller of the state;
 - d. Statement of the kind, type, and character of solicitation and/or the goods that applicant will offer for sale, and state whether the purchaser of such wares or goods shall be required to make any deposit or advance payment of purchase price before delivery, and a complete and full statement of the delivery date;
 - e. The period of time the applicant requests to sell or solicit in the City;
 - f. Location or area of the City where sales activity will be conducted;
 - g. List of all convictions of all felonies and misdemeanors and violations of this article of applicant and representatives, stating

- the offense, city and state, the court of conviction, and the punishment imposed;
- h. Name and phone number of three (3) character witnesses for applicant who can be contacted within forty-eight (48) hours;
 - i. If sales are to be conducted from one (1) or more stationary locations, the applicant shall submit written consent of the property owner, or its authorized agent consenting to applicant's use of such private property for sales activity indicated in the permit application;
 - j. Names of each employee, agent, or representative for whom the applicant will sell, offer, exhibit, or solicit orders for the sale of goods, wares, or merchandise for, or on behalf of, the applicant;
 - k. The name of all cities in which the applicant has conducted sales activity in the last three hundred sixty-five (365) days.
2. No itinerant street vendor permit of any kind shall be granted unless:
 - a. The applicant is at least eighteen (18) years of age, has a valid state issued driver license;
 - b. The applicant has no active suspension on his or her driving privileges in any state;
 - c. No permit shall be issued if the applicant has been convicted of, or pleaded nolo contendere to, any felony.
 3. Before a permit is issued by the chief of police, or his designee, the applicant will be required to furnish a policy of liability insurance, in the amount of \$250,000 per incident. This policy must include a provision that the City will be notified within thirty (30) days if this policy of insurance is to be cancelled for any reason.
 - a. Cancellation of an insurance policy for a mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor shall be an automatic revocation of the permit issued to that mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor.
 - b. Cancellation of an insurance policy for any company that operates any mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor shall be an automatic revocation of all City permits issued to all mobile ice cream trucks, mobile frozen dairy food vendors, or other itinerant street vendors operated by that company.
 4. Vehicles must be in good condition and have a current safety inspection sticker from the Texas Department of Motor Vehicles.
 5. Any itinerant vendor handling or selling non-prepackaged food must also possess a current Tarrant County Public Health Department Food Handler Card. Proof of an annual health department inspection shall be provided at the time of permit application. The inspection shall be performed by a registered sanitarian licensed in the State of Texas and employed with a county or city health department in the State of Texas.

6. When the application is approved, the mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor's permit shall be issued in card form. The photograph of the driver shall be attached to the card.
 - a. Each driver will be given a mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor permit number, which will be on such permit. This card shall be posted in a prominent place in the mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor vehicle, and shall be shown to any customer, police officer, or code enforcement officer upon request.
 - b. A copy of the permit shall be posted in the mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor vehicle at all times.
7. A permit granted under this article shall be valid for one year – from between January 1 and December 31, regardless of the date of application. Each application for renewal must verify permit information as correct, and provide copies of sales tax returns for the prior permit period.

Sec. 12-26 EXEMPTION FROM PERMIT FEES

- A. The permit fees shall not be required of charitable solicitations, ordinary commercial travelers who sell or exhibit for sale goods, wares, or merchandise to persons selling and dealing in the same within the City, or individuals who file a statement with the Police Department indicating their indigent status.

Sec. 12-27 INVESTIGATION OF THE APPLICANT

- A. In addition to all permit fees, each applicant for any type of permit in this ordinance shall pay a non-refundable fee of \$15.00 to cover the cost of conducting a criminal background check on the applicant(s).
- B. It shall be the duty of the chief of police, or his designee, to investigate each applicant for a permit under this ordinance, before issuance of such a permit based on a review of the applicant's background.

Sec. 12-28 ISSUANCE, DENIAL, REVOCATION

- A. The chief of police, or his designee, shall issue the applicant a commercial home solicitation, commercial home distribution, or itinerant vendor permit if the chief of police, or his designee determines that the application has been fully and accurately completed, the permit application fee has been

- paid, and that the applicant has satisfied each requirement of this ordinance. If not, the chief of police, or his designee, may deny the permit.
- B. A commercial home solicitation, commercial home distribution, or itinerant vendor permit may be revoked if the chief of police so determines that reasonable cause exists to believe that:
1. A statement of fact contained in the application was false or materially misleading;
 2. The permit holder has failed to comply with any of the provisions of this ordinance;
 3. Any of the conditions of this ordinance is, or has become applicable, to the permit holder; or
 4. The permit holder has engaged in a commercial home solicitation or commercial home distribution that involves the use of false, misleading, fraudulent, or deceptive acts.
- C. The chief of police, or his designee, shall provide notice of the revocation by certified mail, personal service, or courier-receipted commercial delivery sent to the address provided on the permit holder's application.
- D. The permit holder may appeal the denial or revocation of a permit to the chief of police by filing a written notice of appeal with the chief of police within ten (10) business days of delivery of notice of the denial or revocation. The chief of police shall render a decision on the appeal within five (5) business days of the date of the receipt of the appeal. The decision of the chief of police shall be final. A revocation shall remain in effect for a period of one (1) year, during which time the permit holder may not be issued another commercial home solicitation, commercial home distribution, or itinerant vendor permit.

Sec. 12-29 EXEMPTIONS TO PERMITTING REQUIREMENTS

- A. The following shall be exempt from the permitting requirements of this ordinance:
1. Religious organizations exclusively for the distribution of literature and other items for the purpose of proselytizing, provided that no fees are charged, and no donations are solicited;
 2. Anonymous political speech;
 3. Charitable purpose;
 4. The provisions of this ordinance shall not apply to sales made under authority and by order of law, nor to persons, or their authorized representatives, who have previously established with the owners or occupants of such private residences or property a regular business, trade, service, or other contractual relationship;
 5. Any operation, which is exempted by state or federal statute from this ordinance, is exempt only to the extent of such applicable exemption;
 6. Any person claiming to be legally exempt from the provisions of this ordinance, including the payment of the permit, or investigation fee,

shall make such a claim in writing to the chief of police, citing the applicable statute or authority, and providing proof of its applicability.

Sec. 12-30 MISCELLANEOUS

A. OCCASIONAL SALES OF NONFOOD ITEMS IN RESIDENTIAL ZONES

Occasional sales, whether classified as garage sales, yard sales, or any other display for sale of any other item not classified in this article in a noncommercial zoned district, such as personal items; trucks, automobiles, or tractors registered to a person residing on the premises; used household items or furniture; or any other item not grown, harvested, manufactured, processed, created, gathered, or otherwise produced on the premises, shall be permitted for not more than ten days per year, per premises. No signs shall be erected on property other than the location where the products are sold, or services are conducted.

B. SALES ON PUBLIC RIGHT-OF-WAY PROHIBITED

No person may display products for sale or conduct the sale of products anywhere within the public right-of-way.

C. TENTS AND TEMPORARY STRUCTURES

The erection of a tent or other temporary structure as a shelter for outdoor display and sales of food products shall meet the following requirements:

- (1) No tent or other temporary structure shall be erected within 20 feet of any property line, building, or other tent.
- (2) No tent or other temporary structure shall be erected in any fire lane, dedicated access road, right-of-way, or dedicated easement.
- (3) All tents and their appurtenances shall be securely roped, braced, and anchored to withstand the elements of weather against collapse.
- (4) All sections or parts of all tents shall be of flame-retardant material. This shall include all floor coverings, bunting, decorations, side wall coverings, and other effects.
- (5) Smoking shall not be permitted, and no smoking signs shall be posted at all entrance doors and where deemed necessary by the fire marshal.

- (6) No fireworks, open flame, nor any device emitting flame, or fire, or creating a glow, shall be permitted, or used.
- (7) Balloons or other similar devices that are filled with toxic, explosive, or flammable gases shall not be permitted in, or adjacent to, any tent or other temporary structure.
- (8) All exits shall be in accordance with, and comply with, the International Fire Code, as adopted by the City Council.
- (9) All exit signs shall be in accordance with, and comply with, the International Fire Code, as adopted by the City Council.
- (10) Exit illumination shall be in accordance with, and comply with, the International Fire Code, as adopted by the City Council.
- (11) All weeds, grass, vegetation, or other flammable materials shall be removed and not located within 30 feet of any tent, temporary structure, or their appurtenances.
- (12) Fire extinguishers shall be installed in accordance with, and comply with, the International Fire Code, as adopted by the City Council.

Sec. 12-31 OUTDOOR DISPLAY AND SALES OF HOMEGROWN PRODUCE IN RESIDENTIAL DISTRICTS

The display and sale to the general public of fruits, vegetables, and other homegrown produce from private residences in noncommercial zoned districts may be conducted during the normal growing and harvesting season under the following restrictions:

- (1) A temporary sign advertising the products sold may be erected on the premises, in accordance with the sign code.
- (2) Homegrown or home-produced food products may consist of, but are not limited to, peaches, pears, apples, nuts, berries, eggs, tomatoes, beans, peas, grapes, or products processed on the premises from food items such as jams, jellies, preserves, candies, pies, juices, or any other edible food product.
- (3) Where fruits, vegetables, and other food items are to be displayed and sold for more than nine months per year, a special use permit shall be required in every zoning district.

Sec. 12-32 PENALTIES

- A. Any person violating any provision of this ordinance or failing to observe any provisions of this ordinance shall have their permit revoked immediately and will not be entitled to reapply for a period of one (1) year from the date

of the revocation. In the event of such forfeiture of permit, no part of such permit fee as may have been so paid shall be refunded to such person, and;

- B. Any person, firm, or corporation violating any of the terms or provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine in a sum not to exceed \$500.00 for each offense, and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

1. In case of any willful violation of any of the terms and provisions of this ordinance, the City, in addition to imposing the penalties above provided, may institute any appropriate action or proceeding in any court having proper jurisdiction, to restrain, correct or abate such violations; and the definition of any violation of the terms of this ordinance as a misdemeanor, shall not preclude the City from invoking the civil remedies given it by the laws of the state, but same shall be cumulative and subject to prosecution as hereinabove prescribed for such violations.

SECTION 3: It is hereby declared to be the intention of the Justin City Council of the City of Justin, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Justin City Council of the City of Justin without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 4: This Ordinance shall be cumulative of the Code of the City of Justin, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event this Ordinance shall prevail and conflicting provisions of the Code are hereby repealed.

SECTION 5: Any person who violates or permits the violation of any provision of this section shall be guilty of an offense and shall be punished by a fine not to exceed the maximum allowed by this chapter or State law. Each day in which a violation of this chapter exists shall constitute a separate offense.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS,
on this the ____ day of _____, 2026.

APPROVED:

James Clark
Mayor

ATTEST

Amy Piukana
City Secretary

APPROVED AS TO FORM:

City Attorney



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

Agenda Item: 7. (CONSENT AGENDA)

Title: Consider adopting Ordinance 845-26, first reading, approving a School Zone Speed Limit at Justin Elementary and Timberbrook Parkway; and take appropriate action.

Department: Police

Contact: Brian Frieda, Police Chief

Recommendation:

Staff recommends the City Council approve Ordinance 845-26, as presented.

Background:

This particular issue had been presented in prior meetings in a workshop discussion. After having completed a traffic study, the following description explains the layout of the new school zone for Justin Elementary: from the intersection of Hwy. 407 and Timberbrook Parkway, to the intersection of West 7th Street and 7th Street Westward to the intersection of Berkshire Drive, Berkshire Drive South to Hwy. 407, lastly the entirety of Candlewyck Drive. The school zone will be "While Flashing" signage notifying the motoring public as to the hours of operation as it pertains to the school zone. There is an additional section of the School Zone located on State Hwy. 407 located to the East of Timberbrook Parkway running west to a location just West of Berkshire Drive that will also consist of flashing signals during drop off and pick up times.

City Attorney Review: Yes

Attachments:

1. Ordinance 845-26 School Zone

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF JUSTIN, **CHAPTER 46, TRAFFIC AND VEHICLES, ARTICLE IV, SCHOOL ZONES**; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas (the “City”), is a is a general law municipality and is authorized to enact regulations as necessary to protect the health, safety and welfare of the public and, may enact ordinances relative to its citizens’ health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and

WHEREAS, Section 311.002 of the Texas Transportation Code provides that a general-law municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, the Texas Transportation Code, Section 542.202, Powers of Local Authorities, grants the City the authority to alter speed limits; and

WHEREAS, the City desires to implement those rules and regulations that protect health, life, and property and that preserve good government, order, and security of the City and its inhabitants; and

WHEREAS, the City has determined that it is a necessity to regulate activities as provided for herein to safeguard the public; and

WHEREAS, the City has determined that it is necessary to establish school zones in the area of the new elementary school; 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, the statements contained in the preamble to this ordinance are hereby adopted as findings of fact and as a part of the operative provisions hereof.

SECTION 2. That, the Code of Ordinances of the City of Justin, **CHAPTER 46, TRAFFIC AND VEHICLES, ARTICLE IV, SCHOOL ZONES**, is amended to add new subsections as follows:

(a)

(8) On Timberbrook Parkway between FM 407 and 7th Street;

(9) On 7th Street between Timberbrook Parkway Berkshire Drive;

(10) Berkshire Drive between 7th Street and FM 407;

(11) Candlewyck Drive, in its entirety;

(12) State Highway 407, East of Timberbrook Parkway Westward, West of Berkshire Drive.

SECTION 3. That, should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid, and the same shall not affect the validity of the Code of Ordinances of the City of Justin as a whole.

SECTION 4. That, this ordinance shall take effect immediately following its passage, approval, and publication as provided by law, and it is accordingly so ordained.

PASSED AND APPROVED by the City Council of the City of Justin, Texas, on this the _____ day of _____, 2026.

APPROVED AS TO FORM:

APPROVED:

Matthew C.G. Boyle
City Attorney

James Clark
Mayor

ATTEST:

Amy Piukana
City Secretary



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

Agenda Item: 8. (CONSENT AGENDA)

Title: Consider adopting Ordinance 850-26, first reading, approving a budget amendment reallocating existing funds for the purchase of an ambulance remount for the Justin Fire Department; and take appropriate action.

Department: Administration

Contact: Hailey Payne, Finance Director

Recommendation:

Staff recommends approval of the budget amendment to authorize funding within the Fire Department Capital Outlay budget to support the purchase of the fire apparatus remount for the Justin Fire Department.

Background:

The Justin Fire Department has identified the need to remount an existing ambulance module onto a new chassis to extend the useful life of the apparatus while maintaining reliable emergency response capabilities. A remount replaces the chassis and refurbishes the existing patient care module, providing a cost-effective alternative to purchasing a completely new ambulance. The remount will be manufactured by Frazer Ltd. and procured through Sterling McCall Ford using the Houston-Galveston Area Council Cooperative Purchasing Program cooperative purchasing contract.

The total project cost is \$346,050. Due to the production timeline and payment structure required by the vendor, a portion of the payment will occur in the current fiscal year, with the remaining balance paid upon completion and delivery in the following fiscal year.

This budget amendment will adjust the Fire Department Capital Outlay budget to authorize the initial expenditure associated with the remount order.

Financial Impact

Total Project Cost: \$346,050

The budget amendment will allocate funding within the Fire Department Capital Outlay accounts to support the purchase.

Funding will occur across two fiscal years:

- \$88,000- Current FY 2025-26: Initial payment associated with the purchase of the chassis.
- \$258,450- Next Fiscal Year 2026-27: Remaining balance due upon completion and delivery.

Future fiscal year payments will be incorporated into the City's capital planning and budgeting process.

City Attorney Review: No

Attachments:

1. Justin Fire Dept. HGAC Quote 5447
2. Ord 850-26 Budget Amendment- Fire Remount

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	AM10-23	Date Prepared:	2/26/2026
Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.							
Buying Agency:	Justin Fire Department			Contractor:	Sterling McCall Ford		5447
Contact Person:	Hailey Payne			Prepared By:	Amanda Myers		
Phone:				Phone:	(281) 588-5007		
Fax:				Fax:	(281) 588-5150		
Email:	hpayne@cityofjustin.com			Email:	AMyers@sterlingmccallford.com		
Product Description	Type I - 14' Remount Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels						
A. Product Item Base Unit Price Per Contractor's H-GAC Contract: AM10-23							\$138,000.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary. (Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)							
Description		Cost	Description		Cost		
LiquidSpring		\$18,550.00	Current Dometic Product Catalog List Price		\$9,200.00		
Onan		\$15,075.00	Shore Power Ignition Kill		\$475.00		
Graphics Package Standard		\$6,775.00	Flat bars on Rear Storage		\$400.00		
Paint One Color		\$7,975.00	4 Coats Hooks		\$400.00		
Install Evergreen UV-C air and surface disinfection lamp in ceiling		\$7,200.00	Ceramic Window Tint (5% VLT) on Side and Rear Entry Doors		\$850.00		
Current Technimount System Catalog List Price		\$2,525.00	Front Backboard w/ 2 shelves		\$250.00		
Current Stryker Catalog List Price		\$2,575.00	1 Large Aluminum Map Holder		\$400.00		
Heat Shielding		\$2,450.00	(2) 2 High Glove Box Holder		\$575.00		
4pt Captains Chair with child safety		\$3,225.00	Yellow Grab Rails		\$400.00		
Standard Compressor		\$1,050.00	2 High D Cylinder Holder		\$325.00		
Current Motorola Solutions Product Catalog List Price		\$1,500.00	12VDC		\$250.00		
22 Pocket Acrylic Holder		\$1,050.00	6pt Harness (each) (includes structure)		\$875.00		
Dual 10" & 12" Air Horns		\$1,750.00	Nerf Bars		\$5,000.00		
O2 Outlet at Squad Bench		\$550.00	New IV Hanger		\$325.00		
6pt Harness (each) (includes structure)		\$875.00	Onan compartment modification for genset		\$475.00		
6pt Harness (each) (includes structure)		\$875.00	Front I/O with Lexan		\$2,450.00		
O2 Outlet in Ceiling Raceway		\$1,650.00	Flip-Down Grille Guard with Wraparounds		\$1,425.00		
Valve Extenders		\$475.00	Large Acrylic Holder		\$575.00		
Armrest		\$400.00	Acrylic holder aft of CPR seat		\$600.00		
Body Drop on Passenger Side		\$475.00	Spectra SPA260 Side Scene		\$6,600.00		
Ceramic Window Tint on chassis		\$550.00	Current Whelen Automotive Distributor Catalog List Price		\$21,000.00		
2'x2' Conspicuity Square - Solid Color		\$550.00	Anti-Corrosion		\$2,450.00		
Chevron Pattern on Rear Entry Door Windows		\$325.00			Subtotal B:	\$133,725.00	
C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary. (Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)							
Description		Cost	Description		Cost		
Chassis Exterior Customer Requested Unpublished Custom Options		\$20,250.00	Module Interior Customer Requested Unpublished Custom Options		\$16,350.00		
Module Exterior Customer Requested Unpublished Custom Options		\$18,700.00			Subtotal C:	\$55,300.00	
Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:			20.35%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	1	X Subtotal of A + B + C:	\$327,025.00	=	Subtotal D:	\$327,025.00	
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$600.00
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Description		Cost	Description		Cost		
Contingency		\$15,000.00					
Furnish/Install 5 Additional Lights in Mid-5 Location, Above Low-5		\$2,425.00					
Furnish/Install 10qt Alpicool NL9 Refrigerator		\$1,000.00					
					Subtotal F:	\$18,425.00	
Delivery Date:				G. Total Purchase Price (D+E+F):		\$346,050.00	

ORDINANCE NO. 850-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AMENDING THE FISCAL YEAR 2025-2026 BUDGET BY REALLOCATING EXISTING FUNDS FOR THE PURCHASE OF AN AMBULANCE REMOUNT FOR THE JUSTIN FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin operates and maintains emergency response services through the Justin Fire Department; and

WHEREAS, the Fire Department utilizes ambulance units to provide emergency medical services to residents and visitors of the City; and

WHEREAS, the remounting of an ambulance allows the City to reuse an existing ambulance box while replacing the chassis, providing a cost-effective alternative to purchasing a completely new ambulance unit; and

WHEREAS, the City Council finds it necessary and appropriate to reallocate existing funds within the Fiscal Year 2024-2025 budget to support the purchase of an ambulance remount to maintain reliable emergency medical response capability; and

WHEREAS, the City Council finds that reallocating existing budgeted funds for this purpose is in the best interest of the City and its residents.

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

SECTION 1. That Ordinance No. 812-25, the Fiscal Year 2025-2026 Budget Ordinance, is hereby amended to incorporate the changes set herein and are hereby authorized and approved.

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

SECTION 3. All portions of the existing FY 2025-2026 Budget, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of this ordinance.

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

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

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 12th DAY OF MARCH, 2026.

APPROVED:

**JAMES CLARK,
MAYOR**

ATTEST:

**AMY PIUKANA,
CITY SECRETARY**

APPROVED AS TO FORM:

**MATTHEW BOYLE
CITY ATTORNEY**



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

Agenda Item: 9. (CONSENT AGENDA)

Title: Consider approving Resolution 822-26 authorizing the purchase of an ambulance remount, including chassis, for the Justin Fire Department through the HGACBuy Cooperative Purchasing Program with Frazer, Ltd; and take appropriate action.

Department: Administration

Contact: Hailey Payne, Finance Director

Recommendation:

Staff recommends the City Council approve Resolution 822-26, as presented.

Background:

The Justin Fire Department has identified the need to remount an existing ambulance module onto a new chassis to extend the useful life of the apparatus while maintaining reliable emergency response capabilities. A remount replaces the chassis and refurbishes the existing patient care module, providing a cost-effective alternative to purchasing a completely new ambulance.

The department proposes utilizing a remount solution manufactured by Frazer Ltd. and procured through Sterling McCall Ford using the Houston-Galveston Area Council Cooperative Purchasing Program cooperative purchasing contract. Use of this cooperative purchasing program allows the City to utilize competitively procured pricing while remaining compliant with Texas Local Government purchasing requirements.

The total purchase price for the remount is \$346,050, which includes the cost of the chassis, base remount unit, equipment, cooperative order processing charges, and contingency.

The remount production schedule requires staged payments. A portion of the cost will be incurred during the current fiscal year, with the remaining balance anticipated to be paid in the next fiscal year upon completion and delivery of the remounted apparatus.

Financial Impact

Total Purchase Price: \$346,050

The purchase will be funded through the Fire Department Capital Outlay budget. Due to the production timeline and payment schedule, expenditures will occur across two fiscal years:

- \$88,000- FY Current Year: Initial payment associated with the purchase of the chassis.
- \$258,450- FY Next Fiscal Year: Remaining balance due upon completion and delivery.

This phased payment structure allows the City to move forward with the project while distributing the financial impact across two fiscal years.

City Attorney Review: No

Attachments:

1. Res.822-26 Fire Remount Purchase
2. Justin Fire Dept. HGAC Quote 5447

RESOLUTION NO. 822-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING THE PURCHASE OF AN AMBULANCE REMOUNT, INCLUDING CHASSIS, FOR THE JUSTIN FIRE DEPARTMENT THROUGH THE HGACBUY COOPERATIVE PURCHASING PROGRAM WITH FRAZER, LTD.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Justin, Texas ("City Council"), recognizes the importance of maintaining reliable emergency medical response services for the health and safety of the community; and

WHEREAS, the Justin Fire Department utilizes ambulance apparatus to provide emergency medical services to residents and visitors of the City; and

WHEREAS, the Fire Department has identified the need to remount an existing ambulance unit by replacing the chassis while retaining the existing ambulance module, which provides a cost-effective alternative to purchasing a completely new ambulance; and

WHEREAS, the ambulance remount services are available through Frazer, Ltd. utilizing the HGACBuy Cooperative Purchasing Program, which satisfies competitive procurement requirements under Texas Local Government Code Chapter 271; and

WHEREAS, the City Council finds that purchasing the ambulance remount through the HGACBuy cooperative purchasing program represents the best value for the City while ensuring continued emergency medical service capability.

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

SECTION 1. The City Manager is hereby authorized to execute agreements, purchase orders, and related documents necessary for the purchase of an ambulance remount, including chassis, for the Justin Fire Department through the HGACBuy Cooperative Purchasing Program with Frazer, Ltd.

SECTION 2. Funding for this purchase shall be provided through the City's approved budget and associated budget amendment for capital outlay expenditures.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

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

APPROVED:

**JAMES CLARK,
MAYOR**

ATTEST:

**AMY PIUKANA,
CITY SECRETARY**

APPROVED AS TO FORM:

**MATTHEW BOYLE
CITY ATTORNEY**

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	AM10-23	Date Prepared:	2/26/2026
Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.							
Buying Agency:	Justin Fire Department			Contractor:	Sterling McCall Ford		5447 HGAC
Contact Person:	Hailey Payne			Prepared By:	Amanda Myers		
Phone:				Phone:	(281) 588-5007		
Fax:				Fax:	(281) 588-5150		
Email:	hpayne@cityofjustin.com			Email:	AMyers@sterlingmccallford.com		
Product Description	Type I - 14' Remount Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels						
A. Product Item Base Unit Price Per Contractor's H-GAC Contract: AM10-23							\$138,000.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary. (Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)							
Description		Cost	Description		Cost		
LiquidSpring		\$18,550.00	Current Dometic Product Catalog List Price		\$9,200.00		
Onan		\$15,075.00	Shore Power Ignition Kill		\$475.00		
Graphics Package Standard		\$6,775.00	Flat bars on Rear Storage		\$400.00		
Paint One Color		\$7,975.00	4 Coats Hooks		\$400.00		
Install Evergreen UV-C air and surface disinfection lamp in ceiling		\$7,200.00	Ceramic Window Tint (5% VLT) on Side and Rear Entry Doors		\$850.00		
Current Technimount System Catalog List Price		\$2,525.00	Front Backboard w/ 2 shelves		\$250.00		
Current Stryker Catalog List Price		\$2,575.00	1 Large Aluminum Map Holder		\$400.00		
Heat Shielding		\$2,450.00	(2) 2 High Glove Box Holder		\$575.00		
4pt Captains Chair with child safety		\$3,225.00	Yellow Grab Rails		\$400.00		
Standard Compressor		\$1,050.00	2 High D Cylinder Holder		\$325.00		
Current Motorola Solutions Product Catalog List Price		\$1,500.00	12VDC		\$250.00		
22 Pocket Acrylic Holder		\$1,050.00	6pt Harness (each) (includes structure)		\$875.00		
Dual 10" & 12" Air Horns		\$1,750.00	Nerf Bars		\$5,000.00		
O2 Outlet at Squad Bench		\$550.00	New IV Hanger		\$325.00		
6pt Harness (each) (includes structure)		\$875.00	Onan compartment modification for genset		\$475.00		
6pt Harness (each) (includes structure)		\$875.00	Front I/O with Lexan		\$2,450.00		
O2 Outlet in Ceiling Raceway		\$1,650.00	Flip-Down Grille Guard with Wraparounds		\$1,425.00		
Valve Extenders		\$475.00	Large Acrylic Holder		\$575.00		
Armrest		\$400.00	Acrylic holder aft of CPR seat		\$600.00		
Body Drop on Passenger Side		\$475.00	Spectra SPA260 Side Scene		\$6,600.00		
Ceramic Window Tint on chassis		\$550.00	Current Whelen Automotive Distributor Catalog List Price		\$21,000.00		
2'x2' Conspicuity Square - Solid Color		\$550.00	Anti-Corrosion		\$2,450.00		
Chevron Pattern on Rear Entry Door Windows		\$325.00			Subtotal B:	\$133,725.00	
C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary. (Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)							
Description		Cost	Description		Cost		
Chassis Exterior Customer Requested Unpublished Custom Options		\$20,250.00	Module Interior Customer Requested Unpublished Custom Options		\$16,350.00		
Module Exterior Customer Requested Unpublished Custom Options		\$18,700.00			Subtotal C:	\$55,300.00	
Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:			20.35%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	1	X Subtotal of A + B + C:	\$327,025.00	=	Subtotal D:	\$327,025.00	
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$600.00
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Description		Cost	Description		Cost		
Contingency		\$15,000.00					
Furnish/Install 5 Additional Lights in Mid-5 Location, Above Low-5		\$2,425.00					
Furnish/Install 10qt Alpicool NL9 Refrigerator		\$1,000.00					
					Subtotal F:	\$18,425.00	
Delivery Date:						G. Total Purchase Price (D+E+F):	
						\$346,050.00	



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

Agenda Item: 1. (PUBLIC HEARING)

Title: Conduct a Public Hearing and consider adopting ordinance 843-26, first reading, amending the existing Planned-Development (GB-PD 724) to allow blade signage for Extra Space Storage legally described as A0207A F.B. BORDEN, TR 8G(PT), 2.725 ACRES addressed as 103 HARDEMAN BLVD

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration.

Background:

On October 23, 2018, the City Council approved a Planned Development for the Just Self-Storage with multiple conditions. In December of 2020, the City approved Construction Plans and Building Plans for this project.

There was an amendment requested that was brought forward to the Planning and Zoning Commission in April of 2022 relating to the site design (parking, landscape buffer, and signage). The Planning and Zoning Commission recommended approval with the condition that wall signage be permitted in lieu of the monument sign that was approved. City Council approved the amendment to the Planned Development with one of the conditions requiring a monument sign be placed in lieu of wall signage.

The Applicant came forward again in February of 2023. The Commission unanimously recommended approval based on the sign meeting the ordinances and the businesses to the south employing wall signage. The City Council denied the request 3-2 on the first reading on March 28th of 2023. The application was withdrawn before the second reading.

The Applicant has now changed ownership from Justin Self Storage to Extra Space Storage and is requesting signage that the original Planned Development did not contemplate. However, due to constraints with equipment, the previously approved signage was unable to be installed due to the powerlines.

The request is to amend the Planned Development and approve the blade signage only. Other signage has been permitted and already installed.

PZ Recommendation:

The Commission unanimously recommended approval on the basis of the hardship created from the powerlines on February 24th, 2026.

City Attorney Review: No

Attachments:

1. sign_c_plans
2. sign_a_plans

ExtraSpaceStorage



LEGACY SIGNS
OF TEXAS

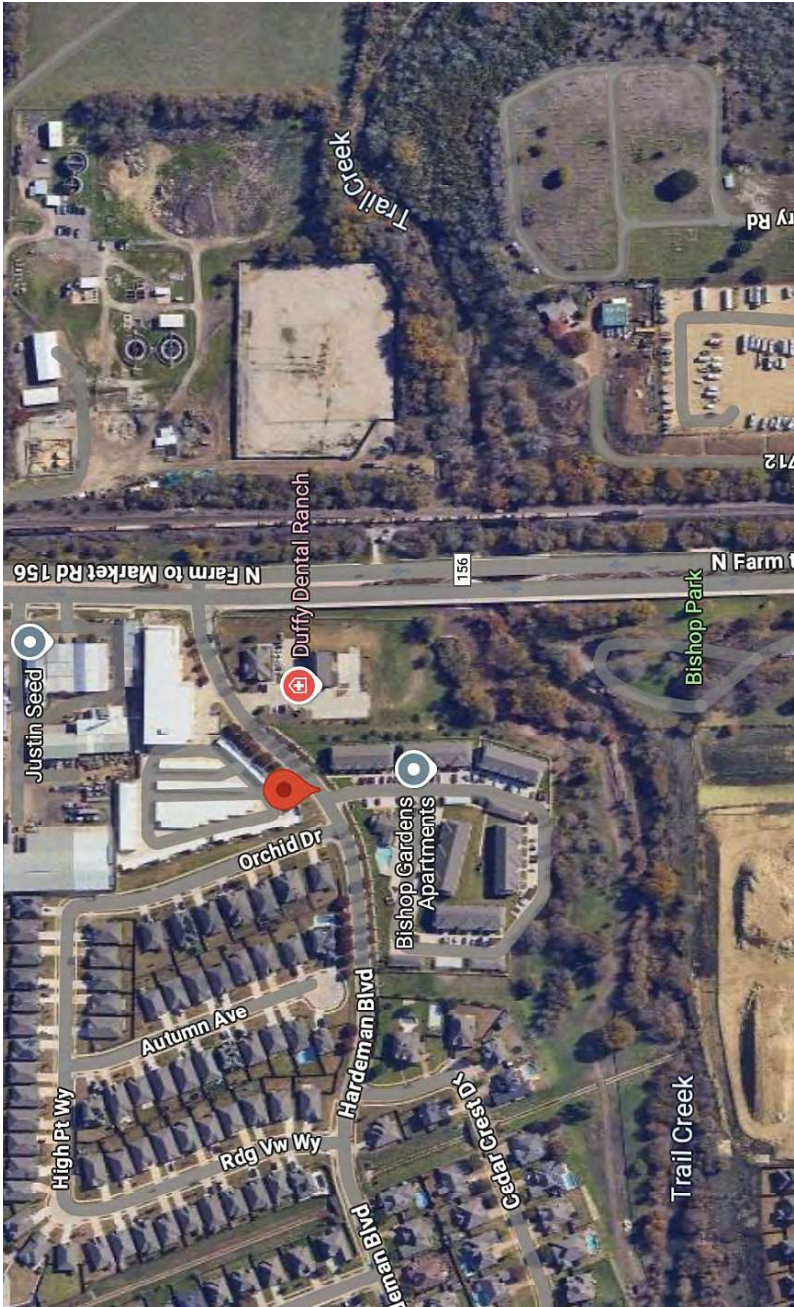
EXTRA SPACE STORAGE

JUSTIN, TX | 08.06.25

UL E226292  TDLR 18933

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____/____/____



SITE PLAN - AERIAL VIEW

7923 E. McKinney St.
Denton, TX 76208
Office: 817.431.5700
Fax: 817.431.5799



PRESENTATION DOCUMENT
THE COLORS, SIZES AND PROPORTIONS INCLUDED IN THIS PRESENTATION DOCUMENT ARE
FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION. THE COLORS AND
PROPORTIONS MAY BE REQUIRED TO CHANGE UPON THE RESULTS OF A TECHNICAL SURVEY.

JOB NUMBER	250687
JOB DESCRIPTION	SEMI PACKAGE
JOB NAME	EXTRA SPACES STORAGE
ADDRESS	1031 N. HARDAMAN BLVD JUSTIN, TX
SALES	ROGER CHING
PROJECT MANAGER	STORME GLASSHOOPER

DATE	BY	REV	NOTES
06.05.25	MA		
06.06.25	MB	R1	Permit Drawings
06.08.25	MB/CR	R2	Temp Signage Added
06.12.25	LN	R3	Change page 2 to replacement face note. Make sign is perpendicular to street
06.15.25	AB	R4	Sign A to Non-Illuminated

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SITE SURVEY REQUIRED
BLDG MEASUREMENTS & ELEC.



SIMULATED NIGHT VIEW



SIMULATED NIGHT VIEW



EXSTG. CONDITION
NO EXISTING SIGNAGE TO REMOVE

B C **PROPOSED ELEVATION** SCALE: 3/32" = 1'-0"
(1 EACH) REQUIRED - MANUFACTURE & INSTALL
B 54.4 SQ. FT.
C 29 SQ. FT.

LEGACY SIGNS
OF TEXAS

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Denton, TX 76208
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	STORME GLASSHOOPER	08.15.25	AB	R4	Sign A to Non-Illuminated

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ExtraSpaceStorage



LEGACY SIGNS
OF TEXAS

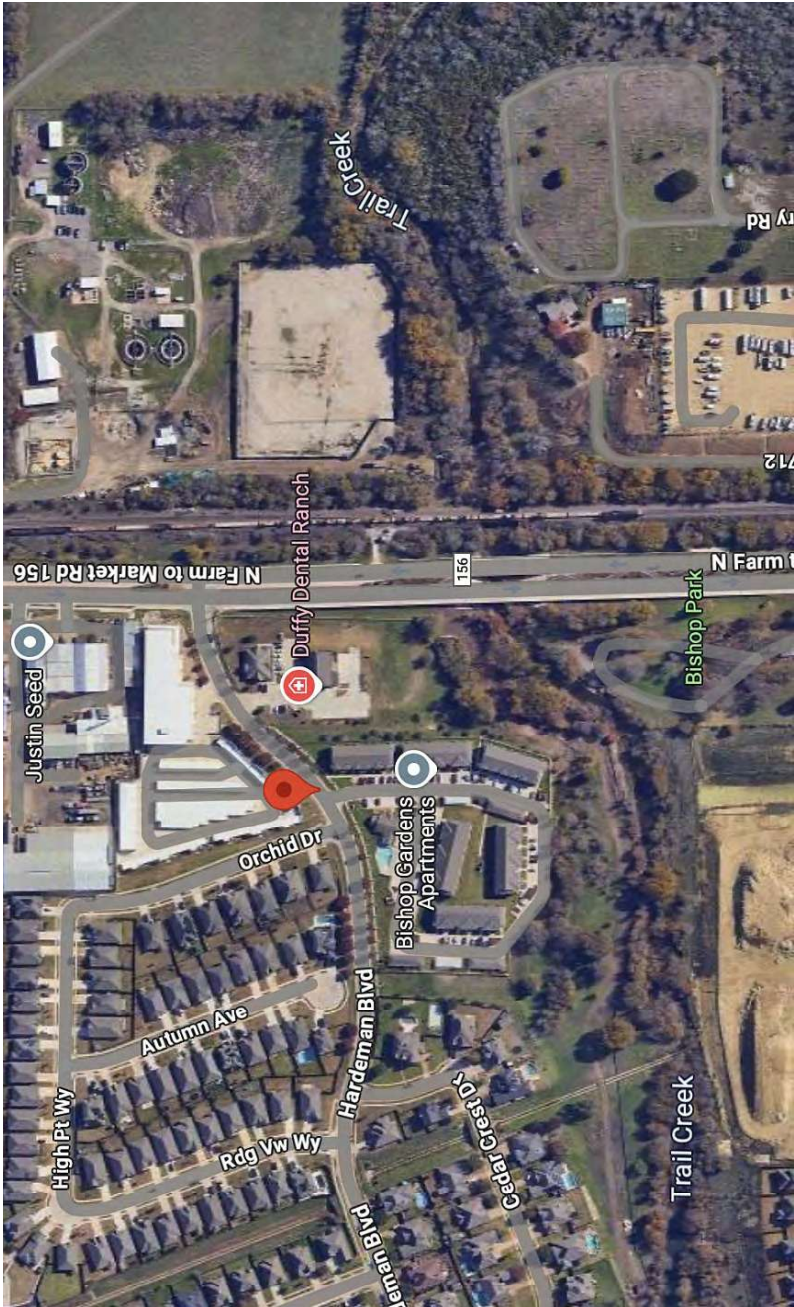
EXTRA SPACE STORAGE

JUSTIN, TX | 08.06.25

UL E226292  TDLR 18933

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____/____/____



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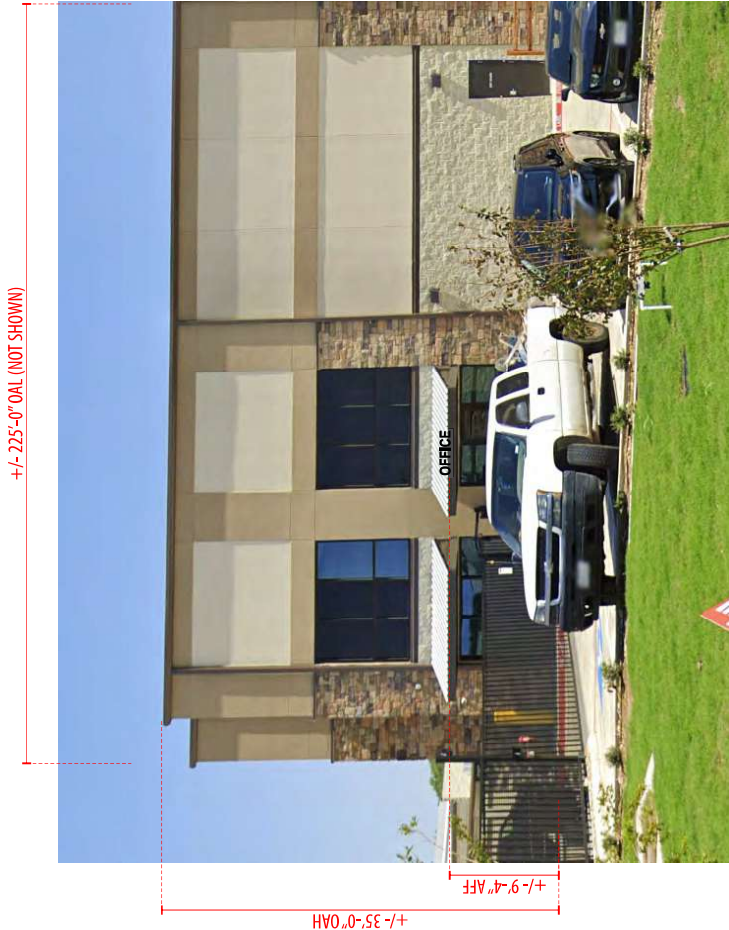
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JOB NUMBER	250687
JOB DESCRIPTION	SEMI PACKAGE
JOB NAME	EXTRA SPACES STORAGE
ADDRESS	1031 N. HARDAMAN BLVD JUSTIN, TX
SALES	ROGER CHING
PROJECT MANAGER	STORME GLASSHOOPER

DATE	BY	REV	NOTES
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SITE SURVEY REQUIRED
BLDG MEASUREMENTS & ELEC.



EXSTG. CONDITION
NO EXISTING SIGNAGE TO REMOVE

A PROPOSED ELEVATION
(1) REQUIRED - MANUFACTURE & INSTALL
SCALE: 3/32" = 1'-0"
3.6 SQ. FT.



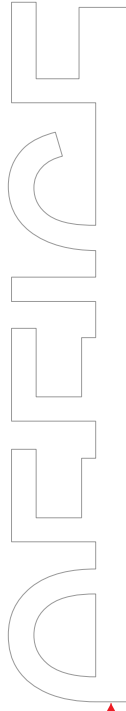
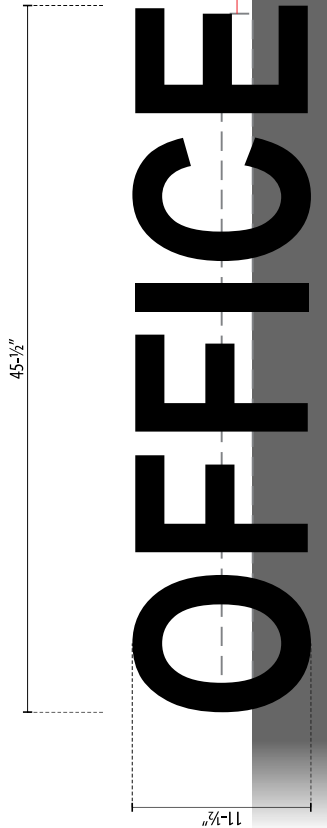
LEGACY SIGNS
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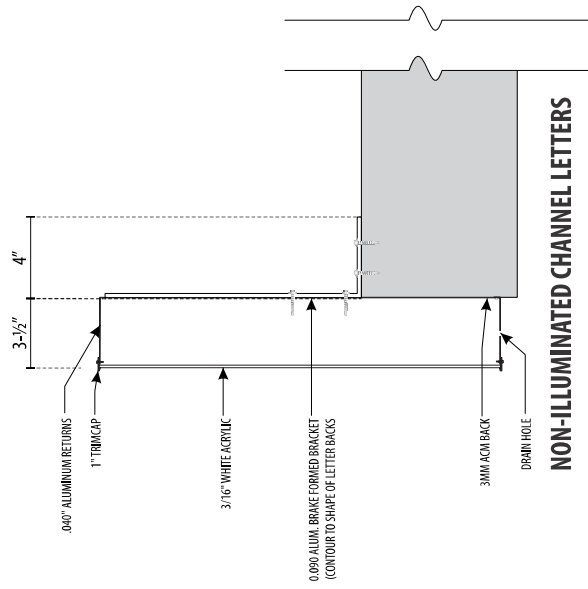


0.090 ALUM. BRACKET FORMED BRACKET (CONTOUR TO SHAPE OF LETTER BACKS)

A **NON-ILLUMINATED CHANNEL LETTERS ON BRACKET**
(1) REQUIRED - MANUFACTURE & INSTALL

SCALE: 1-1/2" = 1'-0"
3.6 SQ. FT.

NON-ILLUMINATED CHANNEL LETTER	
ITEM	DESCRIPTION
BACKS	3MM WHITE ACM
RETURNS	3" x .040" PRE-FINISHED BLACK
FACES	3/16" BLACK ACRYLIC
TRIMCAP	1" BLACK
BRACKET	0.090 BRACKET FORMED BRACKET (COLOR TBD)



NON-ILLUMINATED CHANNEL LETTERS



7923 E. McKinney St.
Denton, TX 76208
Office: 817.431.5700
Fax: 817.431.5799

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ROGER CHING	06.15.25	AB	R4	Sign A to Non-Illuminated
STORME GLASSHOOPER				
PROJECT MANAGER				

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

Agenda Item: 1. (POSSIBLE ACTION ITEMS)

Title: Consider adopting Ordinance 840-26, first reading, authorizing the Sale of City-Owned Real Property and Approving a Commercial Contract with North Forest Office Space – Fort Worth, LLC; and take appropriate action.

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 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 are in 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 112.43 feet to a 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 01°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 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 79°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 01°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 all for a total distance of 480.40 feet a 1/2-inch capped iron rod marked "K2" 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" West, 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 02°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 V, 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 V, Page 93, PRDCT, and now continuing with the common line between said Justin Town Square, and said Hardeman Centre Addition as recorded in Cabinet V, 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 V, 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 (IRF) 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°10'43" 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 33A, 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 1305.55 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 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 LOT 1, BLOCK 1, LOT 2, BLOCK 2, LOT 3, BLOCK 3, LOT 4, BLOCK 4, LOT 5, BLOCK 5, LOT 6, BLOCK 6, LOT 7, BLOCK 7, JUSTIN TOWN SQUARE, an addition to the City of Justin, Denton County, Texas, same 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 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 are in U.S. Survey feet displayed on surface values)

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

WITNESS, my hand this 31 day of August, 2023.

By: Justin Town Center, LTD, CHL LT 2 Justin, LHC LT 8 Justin, LLC, and ITS 3.8, LLC

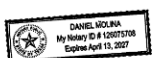
James Lancaster, President

STATE OF TEXAS
COUNTY OF DENTON

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James Lancaster known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledge to me that he or she executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of August, 2023.

Notary Public in and for Tarrant County



6300 Ridgeway Place, Suite 700 Fort Worth, TX 76116
rie@bhbc.com • 817-338-1277 • bhbc.com
TDFEIS Firm #44, d10111300, #1501302, #0161442

WITNESS, my hand this 12th day of September, 2023.

By: City of Justin

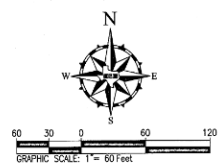
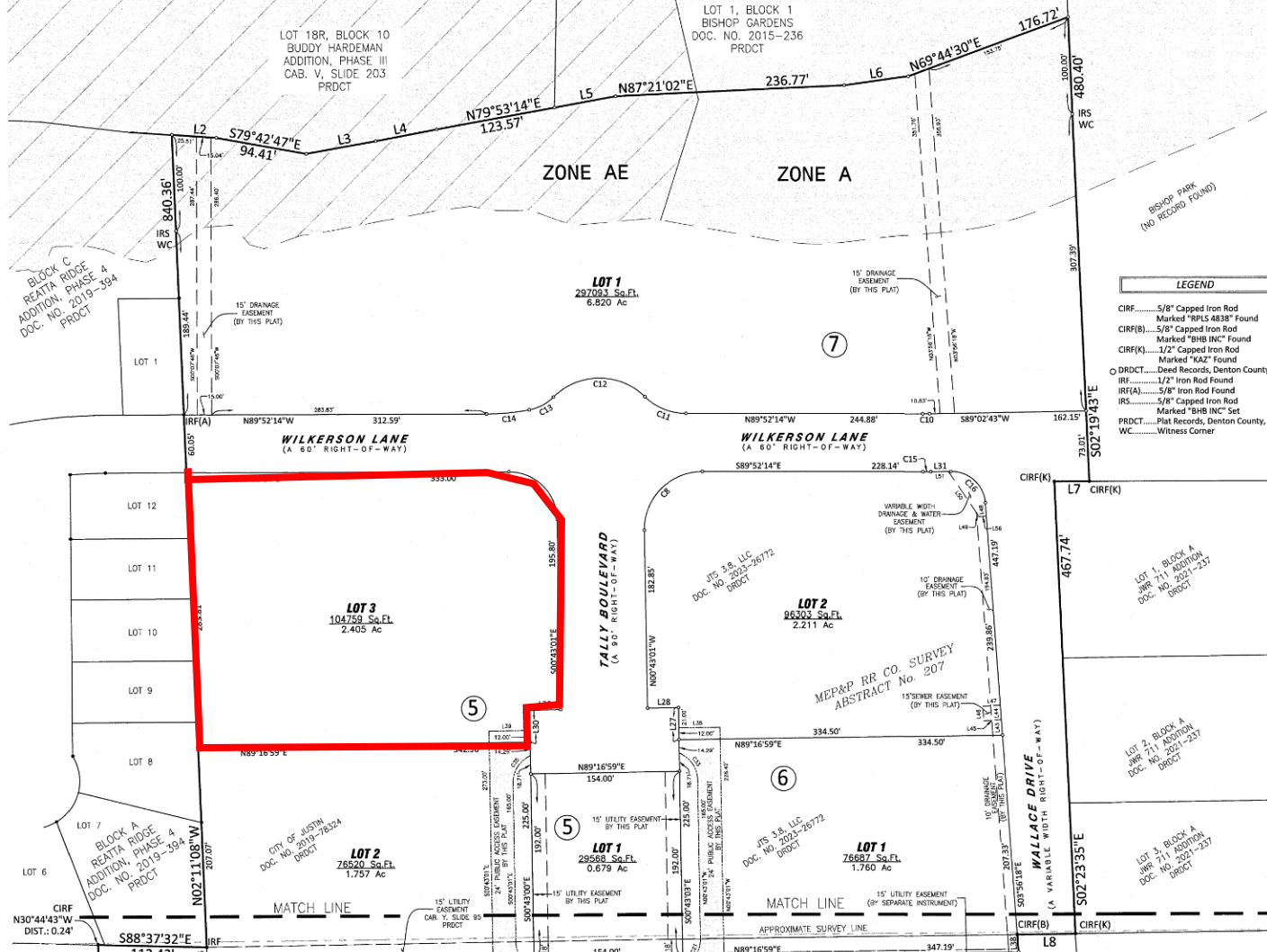
Notary Public in and for Denton County

STATE OF TEXAS
COUNTY OF DENTON

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James Lancaster known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledge to me that he or she executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of September, 2023.

Notary Public in and for Denton County



Filed for Record
In the Official Records of:
Denton County
On: 10/11/2023 11:07:51 AM
In the PLAT Records
JUSTIN TOWN SQUARE
Doc Number: 2023-359
Number of Pages: 2
Amount: \$100.00
Order#: 20231011000295
By: BH

THE PURPOSE OF THIS REPLAT IS TO REVISE THE STREET NAMES FOR JUSTIN LANE AND TALLY BOULEVARD AND TO PLAT THE CITY OF JUSTIN AND JUSTIN COMMUNITY DEVELOPMENT CORPORATION TRACTS INTO SIX LOTS.

FINAL PLAT
LOTS 1 - 7, BLOCK 1, LOTS 1-3, BLOCK 2,
LOT A, BLOCK 3, LOT 1, BLOCK 4, LOTS 1-3, BLOCK 5,
LOTS 1-2, BLOCK 6, AND LOT 1, BLOCK 7
JUSTIN TOWN SQUARE
36.251 ACRES

BEING A REPLAT OF JUSTIN TOWN SQUARE
AS RECORDED IN DOC. NO. 2022-94, PRDCT AND BEING ALL
OF A TRACT OF LAND AS RECORDED IN DOC. NO. 2019-78324, DRDCT
MARY POLK SURVEY, ABSTRACT NO. 993,
MEP&P RR CO SURVEY, ABSTRACT NO. 207
CITY OF JUSTIN, DENTON COUNTY, TEXAS



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

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



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

Agenda Item: 2. (POSSIBLE ACTION ITEMS)

Title: Consider adopting Ordinance 841-26, first reading, adopting a budget for Kemper Sports to conduct the J-Rec Sports program; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration. If adopted Staff will implement into the mid-year budget amendment expected during the summer.

Background:

Staff conducted a review of the financial performance assumptions for the J-Rec program by comparing the financial projections included in the Community Park Executive Summary Report prepared by KemperSports with the City's proposed Year 1 operating budget for the program.

The KemperSports feasibility report includes a five-year financial pro forma that estimates the financial performance of Community Park under a fee-for-service operating model. As part of that analysis, the Year 1 projection anticipated a negative EBITDA during the first year of operations as the program is established and participation grows. The pro forma projected a Year 1 EBITDA deficit of approximately \$254,184.

Staff reviewed the proposed operating budget for the J-Rec program using the most recent Community Park financial summary model. Based on the current revenue assumptions for program registrations and other operating revenues, along with projected operating expenses, the Year 1 EBITDA for the program is estimated at approximately (\$199,451).

When compared to the pro forma assumptions contained in the KemperSports report, the proposed operating budget performs better than originally projected. The projected Year 1 operating deficit is approximately \$54,700 lower than the pro forma estimate, indicating that the program is expected to operate more efficiently than initially anticipated during its first year.

In summary:

Pro Forma Year 1 EBITDA Projection (KemperSports): (\$254,184)

Proposed Budget Year 1 EBITDA: (\$199,451)

Variance from Pro Forma: Approximately \$54,700 improvement

This analysis demonstrates that the Year 1 financial performance of the J-Rec program is projected to come in under the expected deficit outlined in the feasibility study while still meeting the City's objective of expanding recreational programming and activating Community Park.

City Attorney Review: No

Attachments:

1. Community Park Executive Summary Report- Approved
2. JREC Budget Adoption Ordinance
3. JRec_FY2025_2026_



JUSTIN
1887

COMMUNITY PARK THIRD-PARTY OPERATING MODEL EXECUTIVE SUMMARY

PREPARED FOR: THE CITY OF JUSTIN, TEXAS



KEMPERSPORTS**VENUES**

PREPARED BY KEMPERSPORTS VENUES // JUNE 19, 2025



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INTRODUCTION



INTRODUCTION

KemperSports was engaged by the City of Justin, Texas ("City"), to conduct a comprehensive feasibility assessment of the current operations at Community Park ("Park"). This report aims to evaluate the park's existing management structure, operational efficiency, and potential opportunities for optimization through alternative third party management models.

Community Park is a municipally owned outdoor sports complex that serves as a key recreational asset for the Justin community. The facility features outdoor children's play structures, 9-hole disc golf course, walking trails, four natural grass baseball/softball fields and two small-sided multi-purpose fields designed to accommodate a variety of field sports, including soccer, flag football, and lacrosse. A small concessions building is also located on-site to support programming and event activity.

Currently, the City of Justin maintains ownership of the park and leases the fields to the Justin Youth Sports Association (JYSA), which oversees the scheduling and general use of the facility. Under this agreement, JYSA provides the city with an annual lease payment in exchange for operational rights. While JYSA manages field use, the city retains responsibility for day-to-day maintenance, field upkeep, and capital replacement of major infrastructure and amenities.

COMMUNITY PARK GOALS

KemperSports collaborated with the City of Justin to understand the long-term goals for the park and the desired outcomes for future operations. These goals include:

- ▶ **Serve as a Premier Community Recreation Hub:** Transform the park into a central destination for residents of all ages by offering a diverse range of recreational programs.
- ▶ **Enhance Field and Facility Quality:** Ensure that all athletic fields and facilities meet high standards for playability, safety, and usability, creating an inviting and functional space for both organized sports and casual community use.
- ▶ **Increase Accessibility and Inclusivity:** Provide equitable access to recreational programming and park amenities for all community members.
- ▶ **Ensure Long-Term Financial Sustainability:** Implement a financially responsible operational model that enables reinvestment into the park's infrastructure, programs, and amenities, while maximizing the city's cost recovery.

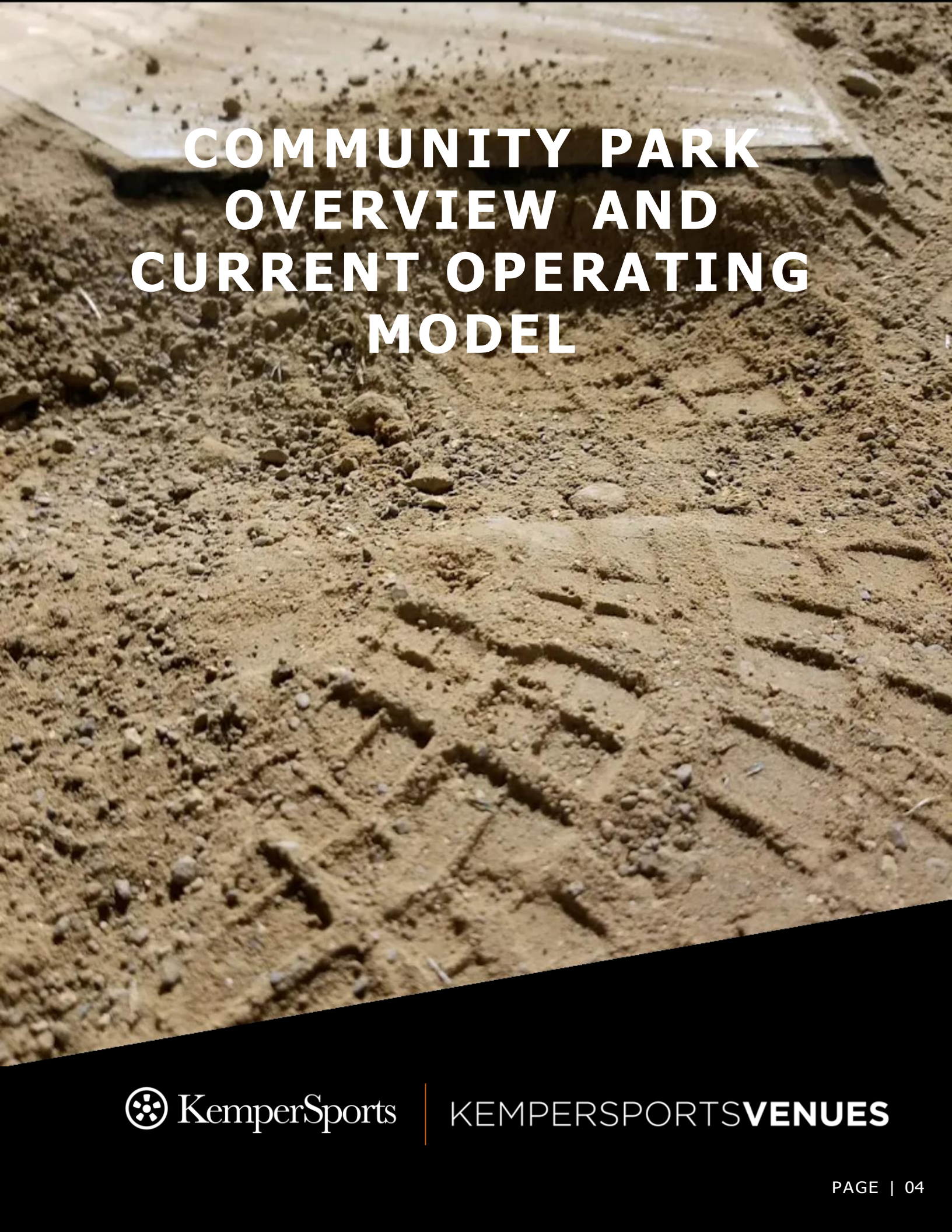
- **Plan for Future Growth:** Strategically invest in park infrastructure and amenities to accommodate population growth and evolving recreational trends, ensuring that Community Park continues to meet the long-term needs of Justin’s residents.

As the city continues to grow and the community’s recreational needs evolve, the city is interested in exploring alternative operating models that could better align with the defined long-term goals. Specifically, the city is considering transitioning to an alternate third-party management structure. In an alternate model, the city would maintain ownership of Community Park while engaging an experienced management company to oversee daily operations, including program development, staffing, scheduling, maintenance, and overall customer experience.

This Executive Summary report will analyze the current operational framework, describe alternate third-party management operating model, assess the benefits and challenges of such an approach, and forecast the financial operations of Community Park should the city choose to transition to an alternate management model, offering insight into potential revenue generation, expense responsibilities, and long-term cost recovery under a new operational structure. and provide strategic recommendations to support the city’s decision-making process regarding the future of Community Park.

The Executive Summary report is organized into the following key areas to provide a comprehensive evaluation of the operations of Community Park.

- 01 | Community Park Overview and Current Operating Model**
Describes Community Park’s amenities and outlines the current lease-based operating model where JYSA manages programming while the city maintains responsibility for facility upkeep.
- 02 | Alternate Third-Party Management Models**
Introduces alternative operating structures, including a Fee-for-Service model, where a professional third-party operator manages daily operations in exchange for a city-paid management fee, while the city retains ownership, revenue, and strategic oversight.
- 03 | Financial Performance**
Analyzes the projected financial impact of transitioning to the Fee-for-Service Model, highlighting increased transparency and potential for improved long-term outcomes.
- 04 | Capital Expenditures**
Outlines the park’s short- and long-term capital improvement needs, with recommendations for phased implementation to ensure the park remains safe, functional, and aligned with community usage and expectations.
- 05 | Summary and Next Steps**
A summary of key findings and actionable recommendations, including the next steps for evaluating the city transitioning operations from the current structure.



COMMUNITY PARK OVERVIEW AND CURRENT OPERATING MODEL

COMMUNITY PARK OVERVIEW AND CURRENT OPERATING MODEL

COMMUNITY PARK OVERVIEW

Community Park is a prominent outdoor sports and recreation complex located in Justin, Texas. As a valued community asset, the park serves both residents and visitors by offering a wide range of athletic and recreational amenities. The park includes four natural grass baseball and softball fields and two small-sided multi-purpose fields designed to support various sports such as soccer, lacrosse, and flag football. Beyond athletic facilities, Community Park features several family-friendly amenities including a children's play structure, a 9-hole disc golf course, scenic walking trails, and a concessions building to support game-day and event operations.

The following image provides a site layout map for Community Park illustrating the key features of the park.



CURRENT OPERATING MODEL

Community Park is owned by the City of Justin and is currently operated under a lease agreement with the Justin Youth Sports Association (JYSA), a local youth sports organization. JYSA is responsible for managing the park's youth sports programming, primarily consisting of fall and spring baseball and softball leagues. On average, JYSA hosts approximately 379 games at Community Park across both of their seasons. In exchange for operational rights, JYSA pays the city an annual lease fee. Under this arrangement, the city retains responsibility for all aspects of daily maintenance, facility upkeep, and long-term capital reinvestment for infrastructure improvements.

This operating framework is best classified as a "License to Operate" Model, where a third-party organization is granted access to program and manage the park while the city remains the property owner and assumes maintenance responsibilities.

BENEFITS OF THE LICENSE TO OPERATE MANAGEMENT MODEL

The current License to Operate Model in place at Community Park offers several strategic and operational advantages for the City of Justin. These benefits support efficient service delivery, reduced administrative load, and park activation. Key benefits include:

► **Reduced Administrative Burden**

By outsourcing the core responsibilities of sports programming to JYSA, the city significantly reduces the need for internal staffing and administrative oversight.

JYSA is responsible for handling all aspects of program management including team registration, player placement, game and practice scheduling, staffing and training of coaches, and direct communication with parents and participants.

This delegation allows city staff to focus on higher-level responsibilities such as park planning and broader community services, rather than the day-to-day operations of youth leagues.

► **Guaranteed Revenue**

The lease agreement with JYSA provides a guaranteed revenue stream that is structured as a pre-participant fee (e.g., \$25 per registrant per season).

This allows the city to capture guaranteed revenue without direct exposure to programming costs or risks.

► **Park Activation**

The partnership ensures consistent activation of park facilities across multiple seasons.

JYSA runs fall and spring baseball and softball leagues, which drives regular field use during key times of the year.

► **Reduced Operational Risk for the City**

The city transfers many of the legal and operational liabilities associated with youth sports programming to the lease operator.

This includes liability related to player injuries, misconduct, and day-to-day operational issues. JYSA is typically required to carry general liability insurance and to include the city as an additional insured party.

In addition, there are typically indemnification clauses in these lease agreement structures that can further protect the city from claims arising out of JYSA's activities providing an added layer of risk mitigation.

► **Cost Avoidance for Program Staffing and Equipment**

The License to Operate Model shifts the cost burden of staffing, scheduling software, uniforms, equipment, and other programmatic expenses to the organization.

The city avoids these recurring operational costs while still providing recreational value to its residents.

CHALLENGES OF THE LICENSE TO OPERATE MANAGEMENT MODEL

While the License to Operate model offers advantages, it also presents a number of operational, strategic, and equity-related challenges that the City of Justin must consider. These issues can impact community satisfaction, facility quality, financial oversight, and long-term financial sustainability.

► **Uneven Field Access**

JYSA has exclusive access to all four baseball and softball fields Monday through Saturday during their spring season (mid-February through the first week of July) and fall season (mid-August through the end of October).

Additionally, JYSA holds priority access with right of first refusal on two of the four fields on Sundays. This level of control can limit availability for unaffiliated users and casual recreation during prime times, potentially creating public perception issues around field privatization and equitable access.

This can limit opportunities for unaffiliated groups, casual users, and residents seeking open field time for unstructured or recreational use.

Community members may perceive the fields as "privatized," particularly if they are turned away or told that fields are unavailable due to scheduled programming even when they are not actively in use.

► Accountability and Oversight Complexity

The success of this model depends on transparent communication and reliable data reporting from the operator.

Without a clearly defined process for verifying registration numbers, participation rates, and seasonal schedules, the city risks underreporting and potential revenue loss.

Inconsistencies in reporting may also make it difficult to assess actual usage trends and plan for future facility upgrades or resource allocation.

Enforcing compliance with lease terms, such as participant fee payments, required documentation, or insurance coverage can be administratively burdensome without dedicated oversight resources.

► Limited Quality Control Over Programming

While the city owns the park, it has limited control over how programs are run on a day-to-day basis.

This includes little to no influence over the selection or training of coaches, the structure and content of programming, customer service standards, or disciplinary procedures.

If programming quality declines or safety incidents occur, the public may associate negative experiences with the city, even if it is not directly involved.

Poor customer satisfaction can harm the park's reputation and reduce overall community trust in city-managed facilities.

► Equity and Inclusion Risks

Exclusive or preferential access to a single organization may create barriers for other community groups that serve diverse populations or alternative sports interests.

New or emerging programs (e.g., adult leagues, adaptive sports, underserved youth initiatives) may be discouraged or face logistical barriers if field time is not equitably allocated.

Without a transparent and inclusive access policy, the city may be perceived as favoring one group over others, which could lead to community division or reputational harm.

► Increased Maintenance Burden on the City

Although the programming is managed by JYSA, the city is still solely responsible for maintaining the physical condition of the fields, amenities, and infrastructure.

High usage especially during seasonal peaks can lead to accelerated wear and tear on grass, infields, dugouts, restrooms, lighting systems, concessions areas, and other assets.

Without cost-sharing agreements, field usage caps, or other revenue generation methods, the city may face rising maintenance costs without a corresponding increase in funding.

Maintenance demands can also interfere with scheduling, particularly if field recovery or repair windows are limited.

► Flat Financial Growth & Limited Revenue Upside

While the current lease agreement with JYSA provides the city with a guaranteed annual payment, the financial upside is relatively limited.

Under this model, the city does not participate in the direct revenue generated from program registrations, concessions, sponsorships, or special events. As a result, year-over-year revenue growth remains relatively flat, regardless of increased participation or community demand.

This lack of dynamic revenue potential under the License to Operate Model limits the city's ability to reinvest in park improvements, expand programming, or fund other community initiatives.

There are several variations to the License To Operate Model that municipalities may consider when structuring agreements with third-party operators. One common variation is a revenue-sharing model, where the municipality receives a fixed percentage of the operator's top-line revenue as a lease payment. This approach allows the municipality to participate directly in the park's financial performance while maintaining predictable revenue streams. Another variation is profit-sharing, in which the municipality receives a percentage of net profits after the operator has accounted for all program-related operating expenses. This model aligns the financial interests of both parties but introduces more variability and dependency on the operator's ability to manage costs effectively.

Despite these structural differences, revenue-sharing and profit-sharing models traditionally carry many of the same benefits as the broader License To Operate framework. However, they also share similar challenges, such as uneven field access, the need for ongoing oversight, the complexity of contract enforcement, and dependency on operator performance to ensure community goals are met.



ALTERNATE THIRD-PARTY MANAGEMENT MODELS

ALTERNATE THIRD-PARTY MANAGEMENT MODELS

As the City of Justin continues to experience rapid population growth, leadership has recognized the importance of re-evaluating the long-term operational strategy for Community Park. The city is committed to ensuring that its recreational assets not only meet today's community needs but are also positioned to adapt and thrive as those needs evolve.

To support this vision, the city is exploring alternative management models that better align with its strategic goals such as enhancing community access, improving program diversity, increasing operational transparency, and creating opportunities for financial growth and reinvestment in the park's infrastructure.

FEE-FOR-SERVICE MANAGEMENT MODEL

One such alternative is the Fee-For-Service Management Model. Unlike the current License to Operate Model, where an external organization has broad autonomy over programming decisions, this approach maintains outsourced day-to-day management while ensuring that the park operates under the city's strategic direction.

The Fee-For-Service Management Model is an increasingly popular approach for cities and municipalities seeking to optimize the management and performance of youth sports complexes without taking on the full burden of daily operations. Under this model, the city still retains ownership of the park but contracts with a professional management firm to oversee and execute all operational aspects. These responsibilities typically include facility scheduling, program development, staffing and training, customer service, maintenance oversight, financial management, marketing, and community engagement.

A key component of this arrangement is the fee-for-service structure, which requires the city to pay the operator a monthly or annual fee for management services. This fee compensates the operator for their expertise and operational responsibilities while allowing the city to maintain strategic oversight and influence, ensuring that the park is managed in alignment with broader municipal goals related to community health, economic development, inclusion, and youth engagement.

A key advantage of this model is the ability to establish performance-based expectations and reporting metrics. The third-party operator is held accountable through a formal agreement that outlines performance standards and protocols. This creates a more dynamic and responsive operational environment, one that is capable of quickly adapting to changes in community demand, youth sports trends, and park usage patterns.

This model also opens the door to a broader mix of programs and users. Unlike a single-organization license agreement, which may limit field access and sport offerings, the Fee-For-Service Model is typically operated with inclusivity and facility maximization in mind. This means multiple user groups, leagues, and tournament organizers can be accommodated in a transparent and equitable scheduling process. By outsourcing to a professional firm with specialized experience in sports facility operations, the city can enhance the quality and consistency of programming while ensuring that the park serves as a year-round community asset.

BENEFITS OF THE FEE-FOR-SERVICE MANAGEMENT MODEL

The Fee-For-Service Management Model offers a balanced approach for municipalities seeking to retain strategic control while leveraging professional operational expertise. This model enables the city to meet the recreational demands of a growing population, deliver high-quality programming, and generate sustainable financial returns. The following are key benefits the city can realize under this structure:

► Operational Control & Strategic Alignment

The city retains full authority over program design, park policies, user access, and overall management strategy.

This ensures the park's operations align tightly with the city's broader community goals, such as promoting inclusivity, supporting youth development, and enhancing quality of life.

► Predictable and Transparent Costs

The city pays a fixed, agreed-upon annual or monthly management fee, providing clear and consistent budgeting for operational expenses.

This minimizes financial uncertainty and allows for better long-term fiscal planning and resource allocation.

► Financial Upside Through City-Run Programming

Unlike lease models where programming revenues go to a third party, the city can implement and control its own recreational programs collecting registration fees.

This creates a significant revenue stream that contributes to the park's cost recovery and helps offset operational costs.

► Revenue Capture from Ancillary Services

The city can also retain the revenue from ancillary sources such as concessions, merchandise sales, sponsorships, facility rentals, event hosting, etc.

These additional income streams provide opportunities for financial growth beyond core programming fees, strengthening the park's overall revenue base.

► **Professional Expertise & Operational Efficiency**

By hiring an experienced third-party operator, the city leverages specialized knowledge in sports facility management, program delivery, staffing, and maintenance.

This professional oversight drives efficiency, improves service quality, and enhances the park's attractiveness to users and community members.

► **Performance-Based Accountability & Reporting**

The management agreement can incorporate detailed performance metrics, such as program participation numbers, maintenance standards, customer satisfaction, and financial targets with regular reporting.

This ensures transparency and allows the city to monitor progress, enforce standards, and adjust as needed.

► **Reduced Administrative Burden on City Staff**

Day-to-day operational responsibilities including registration management, scheduling, facility upkeep, and staffing are managed by the third-party provider, freeing city personnel to focus on strategic planning, community engagement, and other core municipal functions.

► **Maintained Ownership & Long-Term Asset Control**

The city continues to own the park and its assets, preserving authority over capital improvements, infrastructure investments, and future redevelopment decisions allowing for long-term stewardship consistent with community priorities.

► **Improved Financial Transparency & Oversight**

The fee-for-service contract typically requires the operator to provide detailed financial statements and usage reports. This visibility helps the city identify cost drivers, revenue opportunities, and areas for operational improvement.

The city retains all revenue generated at the park and maintains full visibility into all expenses, which are reported by the third-party operator and passed through to the city with no markup.

► **Enhanced Customer Experience & Community Engagement**

Specialized operators bring best practices in customer service and stakeholder relations, improving participant satisfaction and community support. Engaging local partners and volunteers can also be integrated into the operational model.

CHALLENGES OF THE FEE-FOR-SERVICE MANAGEMENT MODEL

The Fee-For-Service Management Model offers several advantages, such as professional expertise, increased revenue control, and strategic alignment. However, transitioning to this model requires thoughtful planning, strong oversight, and well-defined contract structures. The city must carefully consider the following potential drawbacks to ensure successful implementation and long-term sustainability of this operating model:

► Financial Commitment & Fixed Costs

The city assumes a consistent financial obligation in the form of a fixed monthly or annual management fee, regardless of fluctuations in facility usage or programming participation.

► Reliance on Third-Party Performance

The city's reputation and service quality will rely heavily on the third-party operator's ability to deliver consistent, high-quality performance.

Mismanagement or subpar execution can negatively impact the park's user experience and the community's trust in city services.

It is essential to engage a qualified operator whose mission and values align with the city's objectives. A strong operator will not only bring industry best practices but will also have the ability to recruit and retain local subject matter experts. Leadership positions and staff who reflect the community and are well-positioned to design and deliver inclusive, impactful programming tailored to local needs.

► Possible Public Perception Issues

Outsourcing can raise concerns among residents about privatization, loss of local control, or reduced transparency. Effective communication and community engagement are necessary to build trust and support for the model.

For municipalities that desire greater ownership and oversight of their sports park operations, the Fee-For-Service Management Model often presents a compelling alternative to the traditional License To Operate Management Model. While it introduces certain challenges, such as financial commitment and the need for active contract management, these are frequently outweighed by the benefits of increased operational control, strategic alignment with community goals, and the ability to directly capture program and ancillary revenues.

By partnering with a qualified third-party operator, cities can maintain public ownership of their facilities while ensuring professional execution of day-to-day operations. This model empowers municipalities to shape the recreational experience, maximize the long-term value of their assets, and better serve the evolving needs of their growing communities.

PROGRAMS AND SERVICES



PROGRAMS AND SERVICES

As the City of Justin continues to experience unprecedented residential growth, city leaders are proactively evaluating ways to enhance access to parks and recreational programming. With a rapidly expanding population, there is a growing need to ensure that parks and community spaces are activated through high-quality programs that meet the evolving needs and interests of residents. This includes assessing how to expand offerings in a way that supports both the current and future demands of the community.

As part of this effort, the city is exploring the development and implementation of new recreational programming across a variety of sports and activity types. These programs are intended to provide structured, accessible, and community-focused opportunities for youth to participate in organized sports, physical activity, and skill development. The goal is to create inclusive options that engage a broad range of interests while fostering community involvement and active lifestyles.

A key focus of the city's programming strategy is to build a system that supports participants at all skill levels, from beginners to more advanced players, offering clear progression pathways within city-run programs. This will allow children to grow their skills over time and remain actively engaged in recreational activities as they advance. By providing consistent, well-organized opportunities for growth and development, the City of Justin aims to create a sustainable and enriching recreational environment for its youth and families.

To achieve its objective of expanding access to quality recreational opportunities for residents, the city is evaluating the potential to develop recreational leagues, advanced recreational programs, and city-select leagues. Each program will be designed to serve different age groups, experience levels, and athletic goals.

The following information outlines the key details and structure of each program type being considered.

► Recreational Leagues

Recreational leagues is a community-based program designed to introduce players to the fundamentals of the game in a fun, inclusive, and low-pressure environment. It emphasizes skill development, teamwork, and sportsmanship, making it ideal for beginners and those looking to enjoy the sport without a significant time commitment.

► **Advanced Recreational Leagues**

Advanced recreational leagues builds on this foundation by offering a higher level of competition and more structured practices, typically for players with previous experience who are looking to refine their skills and face stronger competition while still maintaining a community-focused approach.

► **City-Select Leagues**

City-Select Leagues represent the most competitive level within a municipal system, featuring tryouts, higher performance expectations, and participation in regional or travel-based tournaments. This level is geared toward players seeking advanced instruction, greater commitment, and a pathway to higher levels of play.

PROGRAM PRICING

As part of the city's effort to expand access to high-quality recreational programming, a key priority is to ensure that all residents have the opportunity to participate, regardless of financial circumstances. This includes developing a cost structure that is both sustainable for the city and affordable for families. By offering cost-effective program options, the city aims to remove barriers to participation and create an inclusive environment where children of all backgrounds can engage in sports and recreational activities.

The cost structure for each program will be designed with accessibility in mind, with per-child fees set to reflect the level of instruction, competition, and resources required for each program type. Pricing will be tiered based on program intensity ranging from low-cost recreational leagues to moderately priced advanced and select-level offerings, while still prioritizing affordability and value.

The following information provides a cost breakdown by league type, outlining the estimated per-participant fees for each program level.

► **Recreational Leagues: \$75**

► **Advanced Recreational Leagues: \$95**

► **City-Select Leagues: \$150**

PROGRAM PARTICIPATION

As the city evaluates the development of new recreational programming, anticipated participation levels play a critical role in planning and operations. With the City's rapid population growth and increasing demand for accessible youth sports opportunities, the proposed programming is expected to draw strong community engagement across multiple age groups and skill levels.

Based on projected participation, a forecast for the number of games that will be played annually across all program levels has been developed. This forecast helps guide facility scheduling, field availability, staffing needs, and long-term planning efforts. By estimating the volume of gameplay, the city can better align its resources to accommodate expected use and ensure a positive experience for all program participants.

The following information provides the forecasted annual number of games played at Community Park, broken down by program type.

ANNUAL PARTICIPATION - NUMBER OF GAMES					
League Type	Year 1	Year 2	Year 3	Year 4	Year 5
Recreational	279	300	315	324	327
Advanced Recreational	57	62	65	67	67
City-Select	230	247	259	267	270
TOTAL GAMES	566	608	639	658	664

As shown in the table above, the city's recreational programming is expected to host 566 games in year one following implementation, with that number increasing to 664 games by year five.

FINANCIAL PERFORMANCE



FINANCIAL PERFORMANCE

KemperSports has developed a detailed financial forecast for Community Park to evaluate the potential impacts of transitioning to a Fee-For-Service Management Model. This analysis is intended to provide the City of Justin with a data-driven foundation for future decision-making, balancing operational effectiveness, community impact, and long-term sustainability. The forecast takes into account anticipated revenue streams, expense responsibilities, and capital needs associated with this operating structure.

As part of this financial assessment, KemperSports reviewed the current lease payment structure between the city and JYSA, identifying the guaranteed but limited financial return the city receives under the existing License to Operate Management Model. We also evaluated the city's ongoing expenses tied to daily upkeep and maintenance of the park, including labor, materials, and utilities, to project potential operational cost scenarios under a fee-for-service model.

In addition, KemperSports assessed the capital improvement items previously identified by city staff as necessary to restore and enhance Community Park. These include infrastructure repairs, field upgrades, and amenity enhancements that would increase the park's functionality and user appeal. Strategic recommendations were made on the timing and phasing of these capital investments, aligning with a multi-year operational plan that supports the city's broader goals of transforming Community Park into a revitalized, high-quality recreational hub that can accommodate expanded programming and meet the needs of a rapidly growing community.

Community Park Income Statement

The table on the following page displays the income statement through the first five years of operations under a Fee-For-Service Management Model.

Community Park - Justin, TX
Income Statement

Income Statement	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue					
Outdoor Facility					
Tournament Programming - Rental Baseball and Softball Tournaments	\$0	\$3,200	\$7,040	\$10,560	\$11,088
Local Programming - Youth Camps	\$67,500	\$81,000	\$102,465	\$112,712	\$124,264
Local Programming - Baseball and Softball	\$151,780	\$163,164	\$188,454	\$194,107	\$205,851
Local Programming - Soccer	\$83,700	\$96,255	\$116,469	\$122,292	\$132,259
Local Programming - Flag Football	\$48,875	\$56,206	\$68,010	\$71,410	\$77,230
Local Programming - Outdoor Field Rentals	\$68,250	\$78,488	\$94,970	\$99,718	\$107,845
Ancillary					
Food & Beverage	\$56,627	\$73,100	\$88,167	\$101,241	\$103,053
Retail	\$11,325	\$13,234	\$14,861	\$16,090	\$16,453
Sponsorship Revenue	\$40,000	\$47,500	\$55,000	\$60,000	\$60,000
Total Revenue	\$528,058	\$612,146	\$735,435	\$788,131	\$838,043
<i>% Growth</i>		16%	20%	7%	6%
Cost of Goods Sold					
Outdoor Facility					
Tournament Programming - Rental Baseball and Softball Tournaments	\$0	\$160	\$352	\$528	\$554
Local Programming - Youth Camps	\$21,075	\$25,290	\$31,992	\$35,191	\$38,798
Local Programming - Baseball and Softball	\$72,062	\$77,466	\$85,579	\$88,147	\$91,454
Local Programming - Soccer	\$32,905	\$37,841	\$44,067	\$46,270	\$49,111
Local Programming - Flag Football	\$20,394	\$23,453	\$27,366	\$28,734	\$30,529
Local Programming - Outdoor Field Rentals	\$4,838	\$5,563	\$6,731	\$7,068	\$7,644
Ancillary					
Food & Beverage	\$31,994	\$41,301	\$49,814	\$57,201	\$58,225
Retail	\$4,530	\$5,294	\$5,945	\$6,436	\$6,581
Sponsorship Expense	\$6,000	\$7,125	\$8,250	\$9,000	\$9,000
Total Cost of Goods Sold	\$193,797	\$223,493	\$260,096	\$278,576	\$291,896
<i>% of Revenue</i>	37%	37%	35%	35%	35%
Gross Profit	\$334,260	\$388,653	\$475,339	\$509,556	\$546,147
<i>Gross Profit Margin</i>	63%	63%	65%	65%	65%
Operating Expenses					
Facility Maintenance & Utilities Expenses	\$162,177	\$169,420	\$175,053	\$180,860	\$186,567
General & Administrative Expenses	\$178,013	\$185,673	\$195,246	\$202,057	\$209,313
Salaries & Wages Expenses	\$185,000	\$192,400	\$200,096	\$208,100	\$216,424
Payroll Expenses	\$63,254	\$66,944	\$71,105	\$74,477	\$77,594
Total Operating Expenses	\$588,444	\$614,437	\$641,501	\$665,494	\$689,898
<i>% of Revenue</i>	111%	100%	87%	84%	82%
EBITDA					
EBITDA	(\$254,184)	(\$225,784)	(\$166,162)	(\$155,938)	(\$143,751)
<i>% of Revenue</i>	-48%	-37%	-23%	-20%	-17%
Capital Expenditures					
Total Capital Expenditures	(\$323,464)	(\$133,837)	(\$400,000)	(\$68,000)	(\$1,080,000)
City Encumbrances					
Total City Encumbrances	(\$577,648)	(\$359,621)	(\$566,162)	(\$223,938)	(\$1,223,751)

The financial forecast provided herein for the Community Park is based on assumptions, estimates, and projections through KemperSports' discussions with stakeholders, research, and experience with managing comparable facilities. The forecasted financial information contained herein is subject to inherent uncertainties and risks, including but not limited to changes in market conditions, economic factors, and management practices.

KEY INSIGHTS

- ▶ **Fee-for-Service Management Assumption:** The financial forecast assumes the City of Justin engages a qualified third-party operator under a fee-for-service structure to manage the day-to-day operations of Community Park.
- ▶ **City Maintains Strategic Direction:** This model allows the city to retain ownership and exercise greater operational oversight, ensuring the park aligns with long-term goals and the evolving needs of the growing community.
- ▶ **Development of In-House Programming:** As part of this model, the city will take ownership over the design and direction of recreational programming, offering in-house leagues and camps tailored for Justin residents. This development of in-house City programming is expected to significantly increase park activation, with the ability to host over 566 games annually at Community Park.
- ▶ **Inclusive, High-Quality Offerings:** The city's programming will focus on inclusivity and accessibility, providing structured recreational opportunities for athletes of all ages and skill levels across a variety of sports.
- ▶ **Revenue Retention and Growth:** By directly managing programming, the city captures all associated revenues, including registration fees, concessions, rental income, and other ancillary revenue streams, offering long-term financial growth compared to the current lease model.
- ▶ **Localized Leadership for Program Execution:** In order to achieve the program development and financial performance outlined in the forecast, the third-party operator will be required to hire a local subject matter expert as the General Manager of the park. This is an individual that is recommended deep roots in the Justin community and strong in-market experience.
- ▶ **Pass-Through Cost Structure:** Under this approach, the city will be responsible for all operational costs, including program management, maintenance, general and administrative expenses, and payroll. These costs will be passed through at actual expense, with no markup applied by the operator, ensuring full transparency and cost-efficiency.
- ▶ **Additive Staffing Structure:** Staffing positions required under the fee-for-service model will be additive to the existing infrastructure currently used to support Community Park. The goal of this approach is to enhance operational efficiency and maintenance capabilities, not replace existing City resources, thereby improving the overall quality and responsiveness of park operations. The positions include a General Manager, Maintenance Manager, and Program Manager.

CAPITAL EXPENDITURES



CAPITAL EXPENDITURES

CAPITAL EXPENDITURE RECOMMENDATIONS FOR COMMUNITY PARK

KemperSports conducted a thorough review of the capital expenditure needs and preliminary cost estimates for Community Park, as identified by the City of Justin. The reviewed needs include critical improvements to field playability and usability, procurement of maintenance equipment, enhancement of visitor amenities, and infrastructure upgrades. To assist the city with long-term planning and budgeting, KemperSports developed an annual breakdown that outlines when each capital improvement should be implemented to align with operational priorities and community needs.

► Year 1: Field Rehabilitation and Immediate Playability Enhancements

Irrigation for all fields, common areas, and irrigation system evaluation: \$90,000

Outfield fencing for Fields 1 and 2: \$80,000

Grass and seeding over outfields for Fields 1 and 2: \$1,200

Irrigation for infield for Field 4: \$7,000

Re-grade for Fields 1 and 2: \$60,000

Repair infields, home plate, and pitching areas for Fields 1 – 4: \$85,264

Total Year 1 Capital Expenditure: \$323,464

► Year 2: Maintenance Support and Equipment Investment

Infield groomer: \$18,442

Additional equipment storage: \$45,000

Commercial wide-area terrain cut mower: \$70,394

Total Year 2 Capital Expenditure: \$133,837

► Year 3: Visitor Amenities and Guest Experience Upgrades

Remove and replace concession stand/restroom for Fields 1 and 2: \$200,000

Remove and replace concession stand/restroom for Fields 3 and 4: \$200,000

Total Year 3 Capital Expenditure: \$400,000

► Year 4: Field Enhancements

Replace scoreboards for Fields 1 – 4: \$32,000

Electrical infrastructure for scoreboards: \$36,000

Upgrade field lighting for Fields 1 – 4: \$545,656

Total Year 4 Capital Expenditure: \$613,656

► Year 5: Long-Term Infrastructure and Planning

Groundwater study (for compliance and irrigation): \$590,000

Additional parking expansion – \$490,000

Total Year 5 Capital Expenditure: \$1,080,000

The total five-year capital expenditure estimates provided by the city for Community Park are projected to cost approximately \$2.6 million. These investments address a range of needs, from restoring field playability and acquiring essential maintenance equipment to enhancing visitor amenities and executing long-term infrastructure improvements.

The phased approach developed by KemperSports prioritizes high-impact improvements in the early years, specifically those focused on enhancing the safety and playability of the fields. These initial investments are critical to restoring field conditions to a standard that aligns with the city's long-term vision for Community Park as a safe, high-quality, and community-centered asset.

KemperSports recommends that the city develop a Capital Expenditure Replacement Plan that clearly outlines the timing, scope, and financial allocation for each capital improvement item. This plan should align with operational goals, park usage trends, and community priorities to ensure investments are made strategically and proactively.

The phased capital plan should also remain flexible to account for unexpected or site-specific conditions. For example, if Community Park is subject to water restrictions or known water availability issues, it may be necessary to prioritize a groundwater study ahead of irrigation upgrades to ensure long-term irrigation feasibility and compliance. Similarly, if the current maintenance equipment is in disrepair or requires excessive ongoing maintenance costs, investments in a new mower or infield groomer may need to take precedence in earlier phases of implementation to support immediate field upkeep and playability standards.

This adaptable and responsive approach will help the City of Justin make informed capital investments that both support short-term park operations and contribute to the long-term sustainability and quality of Community Park. The plan should also incorporate mechanisms to revisit priorities annually, adapt to changes in demand, and explore potential funding sources or grant opportunities to offset municipal investment.

SUMMARY AND NEXT STEPS



SUMMARY AND NEXT STEPS

SUMMARY:

The feasibility assessment has concluded that if the City of Justin chooses to transition from the current License to Operate Management Model to a Fee-For-Service Management Model, it would have the ability to achieve the goals outlined in its long-term vision for Community Park operations.

- ✓ **Serve as a Premier Community Recreation Hub:** The park will feature a broad mix of internal city programming designed to serve athletes and participants of all ages and skill levels, positioning Community Park as a central destination for recreation, enrichment, and community connection.
- ✓ **Enhance Field and Facility Quality:** With a qualified third-party operator managing the day-to-day operations and maintenance in accordance with city standards, Community Park will benefit from a consistent and comprehensive maintenance schedule. This includes daily, weekly, monthly, quarterly, and annual tasks that ensure fields and facilities are well-maintained, safe, and aligned with the city's expectations for quality and usability.
- ✓ **Increase Accessibility and Inclusivity:** Under the Fee-for-Service Management Model, there is no exclusivity granted to any single user group. This structure removes access barriers currently in place at the park, allowing for more equitable field use and programming opportunities. By broadening participation and access, Community Park can better serve a diverse and growing population, ensuring the park is impactful and welcoming to as many City of Justin residents as possible.
- ✓ **Ensure Long-Term Financial Sustainability:** With the Fee-For-Service Management Model, the city retains all revenue generated from every outlet at Community Park, including program registrations, concessions, facility rentals, and merchandise sales. This structure creates a more financially sustainable model for the city as the asset owner, offering a scalable path toward improved cost recovery. By capturing these revenue streams directly, the city can reinvest in park operations, programming, and capital improvements, ultimately maximizing the park's long-term economic and community value.

- ✓ **Plan for Future Growth:** By engaging a qualified third-party operator aligned with the city's operational and financial goals, the Fee-for-Service Management Model enables strategic, forward-looking planning. With consistent operational oversight and structured reporting, the city is better positioned to anticipate evolving community needs and population growth. This alignment supports the proactive planning and phasing of capital expenditures, ensuring infrastructure enhancements, amenity upgrades, and capacity expansions occur in a timely, fiscally responsible manner to meet long-term community demand.

NEXT STEPS:

With the feasibility phase now complete, and a detailed analysis of current operations at Community Park and alternate third-party management models provided, the next steps outlined below will support the City of Justin in its decision-making process. This guidance is intended to help the city make an informed transition strategy that aligns with its long-term recreational and operational goals.

The following steps outline the recommended path forward:

01 | Confirm the City's Desired Operating Structure

- ▶ Clearly define the city's long-term goals for Community Park, including programming control, community engagement, financial performance, and operational standards.
- ▶ Confirm whether the Fee-for-Service model best supports these objectives compared to alternative models.

02 | Engage a Qualified Third-Party Management Company

- ▶ Identify and evaluate experienced third-party operators with a proven track record in managing municipal and youth sports facilities.
- ▶ The selected partner should demonstrate the ability to implement the city's vision, operational standards, and programming goals while maintaining strong communication with city leadership.

03 | Hire a Local Subject Matter Expert to Serve as General Manager

- ▶ Ensure the third-party operator recruits a community-aligned General Manager with deep in-market experience.
- ▶ This individual should be capable of developing inclusive, high-quality programming and overseeing daily operations in a way that reflects and supports the interests and values of Justin residents.

04 | Develop a Detailed Scope of Work and Management Agreement

- ▶ Outline the roles and responsibilities of both the city and the operator, including maintenance expectations, reporting procedures, financial pass-through protocols, and key performance indicators.
- ▶ Include provisions for transparency, accountability, and flexibility to adjust the scope based on performance and evolving community needs.

05 | Create a Financial and Operational Transition Plan

- ▶ Establish a phased transition timeline that minimizes disruptions to current users while allowing the third-party operator to assume operational responsibilities.
- ▶ This plan should address staff onboarding, technology or equipment needs, communications to user groups, and financial planning for initial costs and investments.

06 | Build a Capital Improvement and Replacement Plan

- ▶ Finalize and adopt a multi-year capital plan.
- ▶ Prioritize early investments in field playability and safety, and coordinate future enhancements with operational capacity and projected usage growth.

This next phase is critical to ensure the City of Justin moves forward with a detailed transition plan that is collaborative, solidifies the desired operating model for the future of Community Park, and fully considers the financial and operational impacts of transitioning operations.

ORDINANCE NO. 841-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, ADOPTING A BUDGET FOR THE J-REC RECREATIONAL PROGRAM FOR FISCAL YEAR 2025–2026; PROVIDING FOR PROGRAM REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Justin, Texas desires to expand recreational opportunities and programming for residents through the development of the J-Rec program at Community Park; and

WHEREAS, the City has evaluated anticipated revenues and expenditures associated with the operation of the J-Rec recreational programming, including league operations, staffing, field maintenance, and related operational expenses; and

WHEREAS, the City Council finds that adopting a program budget will provide transparency and fiscal oversight for the operation of the J-Rec program during Fiscal Year 2025–2026; and

WHEREAS, the City Council finds that the adoption of the J-Rec program budget is in the best interest of the public health, safety, and welfare of the citizens of the City of Justin.

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

SECTION 1. The J-Rec Program Budget for Fiscal Year 2025–2026, attached hereto as Exhibit A and incorporated herein for all purposes, is hereby approved and adopted.

SECTION 2. The adopted budget establishes the estimated revenues and expenditures necessary for the operation of the J-Rec recreational programming at Community Park during Fiscal Year 2025–2026. The budget reflects the anticipated costs associated with program administration, staffing, field maintenance, league operations, and other related operational expenses.

SECTION 3. The City Manager, or designee, is authorized to administer the J-Rec program budget and to make expenditures consistent with the appropriations established within the adopted budget.

SECTION 4. The City Manager is further authorized to make administrative adjustments within the budget as necessary to efficiently operate the program, provided such adjustments do not

exceed the total appropriations authorized by this ordinance unless otherwise approved by the City Council.

SECTION 5.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision 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 12th day of March 2026.

On first reading, the 12th day of March 2026.

On the second and final reading, the 26th day of March 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



Proposed Operating Budget

Fiscal Year 2025-2026

October 1, 2025 – September 30, 2026



Executive Summary

The J-Rec Program represents the City of Justin's youth recreation initiative focused on organized athletics, community programming, and recreational opportunities. The FY 2025-2026 proposed budget represents the first full operational cycle of the program and reflects conservative participation assumptions during the early implementation phase.

During the initial years of operation, the program is expected to operate with a planned subsidy while participation levels grow and additional revenue sources such as tournaments, sponsorships, and facility rentals are introduced. The following sections summarize the projected revenues, operating expenses, and the financial impact of the J-Rec Program.

Budget Summary	Amount
Total Program Revenues	\$106,336
Total Operating Expenses	\$230,787
Operating EBITDA	(\$124,451)
Annual Management Fee	\$75,000
Total Net Cost to City	(\$199,451)

Budget Summary Explanation:

- Total Program Revenues represent anticipated income generated from youth sports registrations, concessions, merchandise sales, and administrative program fees.
- Total Operating Expenses represent the direct operational costs required to administer leagues, programs, facilities, and associated recreation activities.
- Operating EBITDA reflects the difference between program revenues and operational expenses prior to management contract costs.
- The Annual Management Fee represents the contracted cost associated with professional recreation program administration and oversight.
- The Total Net Cost to the City reflects the anticipated subsidy required during the early years of the program as participation continues to grow.

Revenue Budget

Revenue Source	FY 2025-2026
Local Sports Registrations	\$61,162
Food and Beverage Sales	\$9,000
Retail Sales	\$5,700
General Administration Revenue	\$30,474
Tournaments	\$0
Programs and Events	\$0
Marketing Revenue	\$0
Facility Rentals	\$0
Total Revenues	\$106,336

- Local Sports Registrations represent participation fees paid by families enrolling children in youth sports leagues administered by the J-Rec program.
- Food and Beverage Sales represent concession revenue generated during games, tournaments, and community recreation events.
- Retail Sales include sales of J-Rec branded merchandise such as shirts, hats, and other program-related apparel.
- General Administration Revenue represents administrative fees associated with league registration, scheduling, and facility coordination.
- Tournament Revenue is not currently projected for FY 2025-2026 but represents a future opportunity as regional tournaments are introduced.
- Programs and Events revenue reflects potential recreation programming such as camps, clinics, and seasonal activities.
- Marketing Revenue represents sponsorship opportunities or advertising partnerships associated with recreation programming.
- Facility Rentals represent potential revenue generated through the rental of fields or recreation facilities for outside events.

Operating Expense Budget

Expense Category	FY 2025-2026
Local Sports Operations	\$55,282
Tournament Operations	\$4,500
Programs and Events	\$12,000
General Administration	\$13,775
Marketing	\$7,900
Facilities Operations	\$137,330
Total Operating Expenses	\$230,787

- Local Sports Operations include league administration, scheduling, officials, uniforms, and equipment necessary to operate youth sports programs.
- Tournament Operations include costs associated with hosting visiting teams and managing competitive events at the recreation complex.
- Programs and Events include seasonal programming such as camps, clinics, and community recreation activities.
- General Administration includes administrative oversight, registration coordination, and general program management.
- Marketing includes outreach efforts, promotional materials, and advertising used to increase program participation.
- Facilities Operations represent maintenance, utilities, field upkeep, and operational costs associated with operating the recreation complex.

Program Financial Overview

Category	Amount
Total Revenues	\$106,336
Total Operating Expenses	\$230,787
Operating EBITDA	(\$124,451)
Management Fee	\$75,000
Total Net Cost to City	(\$199,451)

- The operating EBITDA reflects the net operational cost of the J-Rec program prior to management contract expenses.
- The management fee represents the contracted cost for professional recreation program administration and operational oversight.
- The net cost to the City reflects the anticipated subsidy required to support the program during the initial implementation phase.
- As participation increases and additional revenue sources such as tournaments and rentals are introduced, the net subsidy is expected to decline.



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

Agenda Item: 3. (POSSIBLE ACTION ITEMS)

Title: Consider adopting Ordinance No. 842-26 on first reading, repealing Chapter 10, Article XI, Sections 311 through 320 of the Code of Ordinances related to the Renters Certificate of Occupancy (RCO) program; and take appropriate action

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends repealing the ordinance.

Background:

This item was placed on the agenda at the request of Councilman Castle.

Information below shows the last year spent on the RCO program.

In addition the City also did a cost analysis on carrying out this program.

This results in approximately five hours of staff time required to process each application.

During the most recent review period, the City processed a total of 105 RCO applications. Applying the time allocations and hourly costs listed above results in the following estimated total program cost:

Utility Billing: 105 hours totaling \$4,200

Public Works: 52.5 hours totaling \$2,100

Building Inspection: 262.5 hours totaling \$10,500

Miscellaneous staff coordination: 105 hours totaling \$4,200

The estimated total administrative cost to administer the RCO program for 105 applications is \$21,000. This equates to an estimated administrative cost of approximately \$200 per application.

This analysis provides a baseline estimate of the staff resources required to administer the program and may be used to evaluate program efficiency and potential fee adjustments to ensure cost recovery.

January 1st, 2025- December 31st, 2025

- 105 RCOs issued
- 104 passed, 1 failed
- 99% pass rate, 1% fail rate
- Revenue collected \$10,500
- 1 failed
 - 6 Daisey Lane/115 Meadowview, failed due to inspection, exterior not meeting IPMC requirements, no smoke detectors.

City Attorney Review: No

Attachments:

1. ARTICLE_XI._RENTAL_CERTIFICATE_OF_OCCUPANCY
2. RCO Repeal Ordinance

ARTICLE XI. RENTAL CERTIFICATE OF OCCUPANCY¹

Sec. 10-311. Definitions.

Owner means the person claiming, or in whom is invested, the ownership, dominion, or title of real property.

Property manager means a person whom for compensation has control of the day-to-day operations of the rental unit or units or the person in a partnership or corporation, or any other legal entity who has managing control of the rental unit(s).

Rental unit means a single-family dwelling unit, duplex unit, triplex, quadruplex, mobile home, town house dwelling unit, or a portion thereof that is rented or offered for rent as a residence.

Tenant means any person who rents or leases a rental unit for living or dwelling purposes with the consent of the owner or property manager.

(Ord. No. 655-18, § 2, 9-24-2018)

Sec. 10-312. Rental certificate of occupancy—Required, penalty.

- (a) No person, as an owner or property manager, shall permit or allow a tenant to occupy a rental unit without first obtaining a valid, unexpired rental certificate of occupancy for such rental unit.
- (b) Any person found guilty of violating this section shall be fined a sum not to exceed \$2,000.00 for each offense.
- (c) Each day that a rental unit is occupied without certificate of occupancy shall constitute a separate offense under this section.
- (d) It is a defense to prosecution under this section that the owner or property manager complied with the procedures for the initial application for a certificate of occupancy pursuant to section 10-313.

(Ord. No. 655-18, § 2, 9-24-2018)

Sec. 10-313. Certificate of occupancy—Initial application.

- (a) Each owner or property manager of a rental unit must apply for and obtain a rental certificate of occupancy for each rental unit before October 1, 2019.
- (b) If a rental unit becomes vacant prior to October 1, 2019, the owner or property manager must obtain a rental certificate of occupancy before permitting a new tenant to move in.

(Ord. No. 655-18, § 2, 9-24-2018)

¹Editor's note(s)—Ord. No. 655-18, § 2, adopted Sept. 24, 2018, set out provisions intended for use as art. X, §§ 10-285—10-294. Inasmuch as there are already provisions so designated, and to preserve the style of this Code, these provisions have been included as art. XI, §§ 10-311—10-320 at the editor's discretion.

Sec. 10-314. Certificate of occupancy—Expiration.

A rental certificate of occupancy shall expire either upon vacancy of the rental unit or three years from the date the certificate of occupancy is issued, whichever occurs first.

(Ord. No. 655-18, § 2, 9-24-2018)

Sec. 10-315. Certificate of occupancy—Application.

The application for a rental certificate of occupancy shall be made upon a form provided by the city manager for such purpose, and shall include at least the following information:

- (1) Owners' name, address, work and home telephone number, driver's license number, or identification card number and state of issuance of the owner;
- (2) If the owner does not live in Denton County, Tarrant County, or Dallas County, then in addition to the information in (1) above, the same information shall be provided for a local contact that has the authority to represent the owner in all matters relating to maintenance of the rental unit or units;
- (3) If owner is a partnership, the name of all partners, the principal business address of the person in charge of the property, and telephone number of each partner;
- (4) If owner is a corporation, the person registering must state whether it is organized under the laws of this state or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the main individual in charge of the property of such corporation, if any, and the names of all officers and directors or trustees of such corporation, and, if a foreign corporation, the place of incorporation and the agent for service;
- (5) Name, address, and telephone number of the property manager, if applicable;
- (6) Street address of the rental unit;
- (7) Total square feet of living area and number of bedrooms;
- (8) Name, driver's license number or identification number and state of issuance for each adult (18 years of age or older) tenant;
- (9) Number of persons occupying the rental unit;
- (10) Whether there has been a change of occupancy or an additional tenant of the rental unit since the date of last certificate of occupancy, if applicable; and
- (11) Signed by the owner or owner's agent, designated in writing.

(Ord. No. 655-18, § 2, 9-24-2018)

Sec. 10-316. Inspection.

- (a) After a complete application for a rental certificate of occupancy is submitted to the city, the city manager or his or her designee is authorized to inspect the rental unit and premises for compliance with chapter 10 of this Code.
- (b) If, upon inspection, a rental unit is found to be in compliance with the provisions of this article and other applicable provisions of this Code, the department of development shall issue a rental certificate of occupancy containing the following:
 - (1) The address of the rental unit;

-
- (2) The name and address of the property owner;
 - (3) A statement that the described portions of the structure have been inspected for compliance with requirement of this Code;
 - (4) The name of the official who conducted the inspection and issued the certificate;
 - (5) The edition of the Code on which the certificate was issued;
 - (6) The date the certificate of occupancy was issued; and
 - (7) A statement that the certificate is valid either for three years from the issuance date or when the structure becomes vacant, which is sooner.
- (c) If, upon inspection, the structure is found to be in violation of this article or other applicable provisions of this Code, the department of development shall deny the application for a rental certificate of occupancy.
 - (d) Tenants of a rental unit may request the department of development to conduct one inspection per calendar year.

(Ord. No. 655-18, § 2, 9-24-2018)

Sec. 10-317. Rental certificate of occupancy—Revocation.

- (a) When a rental unit is found to be in violation of this article or other applicable provisions of the Code, such violations must be remedied within 30 days from the date the owner is notified of the violations.
- (b) If the owner or property manager fails to remedy violations of this Code within 30 days from receiving notice, the department of development shall revoke a rental certificate of occupancy.

(Ord. No. 655-18, § 2, 9-24-2018)

Sec. 10-318. Appeal.

- (a) An owner, or a person legally authorized to represent the owner, may appeal an order, decision, or determination made by a designee of the department of development in the implementation and enforcement of this article.
- (b) The owner must submit the notice of appeal to the city secretary before the eleventh business day after receiving notice of the order, decision, or determination.
- (c) The notice of appeal must include a fee in an amount to be set by resolution by the city council from time to time.
- (d) The city secretary shall schedule the appeal within 30 calendar days of the filing of the notice of appeal.
- (e) Both the city official whose decision is being appealed and the party appealing the decision shall be notified of the date and time of such hearing at least 72 hours before such hearing. Such notice may be by mail, telephone or facsimile.
- (f) At the hearing, the city council may affirm the decision of the city official, reverse the decision of the city official, or continue the hearing for further proceedings and deliberation.
- (g) Upon a finding favorable to the owner, the appeal fee will be refunded.

(Ord. No. 655-18, § 2, 9-24-2018)

Sec. 10-319. Connection of service utilities.

- (a) No person shall make connections for water utilities to any rental unit that is required by this article to be inspected prior to occupancy until the rental unit is approved as Code compliant and issued a rental certificate of occupancy.
- (b) The city manager may, at their discretion, authorize a temporary connection of service utilities for tenants for no more than 30 days while the owner obtains a rental certificate of occupancy.

(Ord. No. 655-18, § 2, 9-24-2018)

Sec. 10-320. Fees.

The department of development is authorized to charge an application fee, inspection fee, and appeal fee, which is set via resolution of the city council.

(Ord. No. 655-18, § 2, 9-24-2018)

Secs. 10-321—10-344. Reserved.

ORDINANCE NO. 842-26

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, REPEALING CHAPTER 10, ARTICLE XI, SECTIONS 311 THROUGH 320 OF THE CODE OF ORDINANCES RELATED TO THE RENTERS CERTIFICATE OF OCCUPANCY (RCO) PROGRAM; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Justin previously adopted regulations requiring a Renters Certificate of Occupancy program codified in Chapter 10, Article XI, Sections 311 through 320 of the City's Code of Ordinances; and

WHEREAS, the City Council has reviewed the effectiveness, administrative requirements, and costs associated with the Renters Certificate of Occupancy program; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to repeal the Renters Certificate of Occupancy program; and

WHEREAS, the City Council finds that other existing regulations within the Code of Ordinances adequately address issues related to property maintenance, building safety, and nuisance conditions within the City.

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

SECTION 1. Repealer

Chapter 10, Article XI, Sections 311 through 320 of the Code of Ordinances of the City of Justin, Texas, relating to the Renters Certificate of Occupancy (RCO) program, are hereby repealed in their entirety.

SECTION 2. Savings

The repeal of the provisions described herein shall not affect any enforcement actions, violations, penalties, or legal proceedings that occurred prior to the effective date of this ordinance. Any such matters may continue to be prosecuted or enforced as if the repealed provisions remained in effect.

SECTION 3. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, clause, and phrase thereof irrespective of the fact that any one or more portions may be declared invalid.

SECTION 4. Effective Date

This ordinance shall take effect immediately upon its adoption and publication as required by law.

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

On first reading, the 12th day of March 2026.

On the second and final reading, the 26th day of March 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



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

Agenda Item: 4. (POSSIBLE ACTION ITEMS)

Title: Consider approving Resolution 824-26 authorizing the renaming of the City Hall Park; and take appropriate action

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

The Parks Board will be providing a recommendation

Background:

The Facility Naming Policy was officially adopted by the Justin City Council through Resolution 730-25 on January 23, 2025. This policy establishes clear guidelines and procedures for the naming of parks, recreational facilities, and other public spaces within the city of Justin. It ensures that the naming process is transparent and aligned with the community's values and interests.

The policy outlines specific criteria that must be considered when naming a park or facility. These criteria include but are not limited to:

- Historical Significance: Names that recognize historical events, places, or people significant to the community.
- Geographic Features: Names that reflect the location, natural or geographic features of the area, such as nearby landmarks, rivers, parks or neighborhoods.
- Community Values: Incorporating public feedback on potential names that align with the values, culture, priorities and spirit of the community.
- Contributions: Names that honor individuals or organizations that have made significant Contributions to the community.
- Alignment with Facility Purpose: Names that reflect the intended purpose or function of the Facility, ensuring relevance to its use.
- Service and Dedication: Honoring individuals with outstanding records of public service, including First Responders, educators, veterans or municipal employees. Recognizing individuals who dedicated their lives to the betterment of the community or facility purpose.

During the January Parks Board Meeting, Councilmember Castle presented an opportunity to consider the renaming of the City Hall Park. The Board asked for a survey to be completed and presented at the

next available meeting in accordance with the Facility Naming Policy timelines.

The Parks Board is scheduled to review the proposed names on the March 10th meeting and consider the feedback received from residents. The Board will discuss the viability of each name based on the established criteria and the input gathered from the survey and select a final name. This name will then be presented to Council for consideration and approval. City Council will review the recommended name and, if it meets the required criteria of the Facility Naming Policy and is in alignment with community values, Council will consider possible action approving the renaming of the park at City Hall.

Based on the survey results the top 3 names were:

1. Jack Holloway Park
2. Old Town Park
3. (Justin) Sherman Park

City Attorney Review: N/A

Attachments:

1. City Hall Park Renaming Community Survey (Responses) - Google Sheets

Timestamp	Name	Street	City, State, ZIP	Please share your recommendation for the possible re-naming of City Hall Park.
2/5/2026 10:18:17				Pillar Park
2/5/2026 10:19:20				I believe the park name should remain City Hall Park. Historic locations help tell Justin's story, and city officials should help to preserve their legacy.
2/5/2026 10:21:50				Justin Commons
2/5/2026 10:26:53				Jack Holloway Park - The Holloway Family, while not Justin Residents were a key part of Justin History and deserve to be recognized for their contributions to the community.
2/5/2026 10:42:53				Old Town Park
2/5/2026 11:08:33				Old Town Park Leo Adams Park - 10 plus year mayor of Justin and built more than 300 buildings here in Justin Clara Love Park - Educator in Justin for 40 years between JES and being a substitute for bias for 29 years after retirement
2/5/2026 11:13:35				"City Hall Park", park names should also help people find their location, not just a name.
2/5/2026 11:25:46				Pennington College Park, named for Pennington College that was established in 1898 on Jackson St.
2/5/2026 11:34:30				Holloway Park
2/5/2026 11:36:11				Jack Holloway Park
2/5/2026 11:36:33				Ryan Dietzman Park

Timestamp	Name	Street	City, State, ZIP	Please share your recommendation for the possible re-naming of City Hall Park.
2/5/2026 11:37:01				Railroad & Founding Roots Justin exists because of the railroad, and that story matters. • Justin Junction Park Nods to the railroad junction that sparked the town's founding. • Railway Heritage Park Clean, timeless, and easy for the city to stand behind. • Founders Crossing Park Represents where trade, travel, and community crossed paths.
2/5/2026 12:41:06				Oliver Park
2/5/2026 13:22:13				Palisade Park
2/5/2026 13:27:29				Old Town Community Park
2/5/2026 13:27:31				Pennington College Park College Commons Education Preserve Original Town Park Old Town Park
2/5/2026 14:15:58				Railroad Heritage Park
2/5/2026 14:16:15				Sherman Heritage Park
2/5/2026 14:30:02				Carolyn Love Park
2/5/2026 14:33:49				Grace Parr
2/5/2026 14:44:37				Lone Spur Park
2/5/2026 15:54:00				Frank & Toots Wallace Park
2/5/2026 15:58:50				Janice Peterson May Park, Justin City Park, THE City Park (like THE Ohio state university), Texan Park, Bluebonnet Park (plant bluebonnets in the empty flower beds),
2/5/2026 16:40:20				Jack Hollaway

Timestamp	Name	Street	City, State, ZIP	Please share your recommendation for the possible re-naming of City Hall Park.
2/5/2026 16:42:13				Jack Holloway
2/5/2026 16:55:14				Founders Grove Park
2/5/2026 16:57:25				Jack Holloway Park
2/5/2026 17:53:01				Jack Holloway Park
2/5/2026 18:08:59				Gathery Park - When we first drove through Justin, before purchasing our house, my first thought was how home-y it felt. Such a small town, but still near the big city. Old homes fill the streets and line it with character and upon driving around we noticed the park! The park is literally the heart of the town. Children GATHER and families watch their little ones play. It's a hub for all; it's a home. Hence Gathery Park!
2/5/2026 18:17:56				Jack Holloway Park
2/5/2026 18:22:02				Jack Holloway Park
2/5/2026 18:25:31				Jack holloway
2/5/2026 18:26:00				Jack Holloway
2/5/2026 18:27:39				Green Park (after the green family)
2/5/2026 18:28:51				Old town park
2/5/2026 18:36:41				Jack Holloway Park
2/5/2026 18:37:14				Jack Holloway Park
2/5/2026 18:37:35				Jack Holloway Park
2/5/2026 18:46:58				Mike Dooley memorial park
2/5/2026 18:51:25				Jack Holloway Park
2/5/2026 18:52:28				Jack Holloway Oark
2/5/2026 18:52:48				Jack Holloway Park

Timestamp	Name	Street	City, State, ZIP	Please share your recommendation for the possible re-naming of City Hall Park.
2/5/2026 18:53:04				Jack Holloway Park
2/5/2026 18:53:20				Jack Holloway Park
2/5/2026 18:53:41				Jack Holloway Park
2/5/2026 18:53:56				Jack Holloway Park
2/5/2026 18:54:11				Jack Holloway Park
2/5/2026 18:54:26				Jack Holloway Park
2/5/2026 18:54:40				Jack Holloway Park
2/5/2026 18:54:56				Jack Holloway Park
2/5/2026 18:55:11				Jack Holloway Park
2/5/2026 18:55:25				Jack Holloway Park
2/5/2026 18:55:42				Jack Holloway Park
2/5/2026 18:55:58				Jack Holloway Park
2/5/2026 18:56:17				Jack Holloway Park
2/5/2026 18:56:33				Jack Holloway Park
2/5/2026 18:56:48				Jack Holloway Park
2/5/2026 18:57:10				Jack Holloway Park
2/5/2026 19:22:32				Michael Peterson Park
2/5/2026 19:36:20				Jack Holloway Park
2/5/2026 19:45:44				Jack Holloway
2/5/2026 19:46:41				Lisa Cate Park
2/5/2026 19:53:28				Lisa Cate Park
2/5/2026 19:53:35				Lisa Cate Park

Timestamp	Name	Street	City, State, ZIP	Please share your recommendation for the possible re-naming of City Hall Park.
2/5/2026 19:53:42				Lisa Cate Park
2/5/2026 19:53:47				Lisa Cate Park
2/5/2026 19:55:47				Jaguar Park (since the building was the original Justin Elementary School)
2/5/2026 19:57:59				Our Town Park OR. Old Town Park
2/5/2026 20:14:56				Epstein Files Memorial Garden
2/5/2026 20:16:49				Jack Holloway
2/5/2026 20:17:44				Jo Ann Holloway Montya "Big Boobs" Park
2/5/2026 20:19:54				Christopher Columbus Park
2/5/2026 20:20:06				Jack Holloway park
2/5/2026 20:20:16				Linda Gunnels Park
2/5/2026 20:20:22				Martin Luther King Jr. Power Park
2/5/2026 20:20:46				Justin Discount Boots Park
2/5/2026 20:21:08				Henderson Oil and Propane Memorial Park
2/5/2026 20:21:26				First Baptist Park of Justin
2/5/2026 20:22:30				George Floyd Park
2/5/2026 20:22:50				ICE Park
2/5/2026 20:23:10				Ponder Texas Park
2/5/2026 20:23:37				Texas Motor Speedway Park
2/5/2026 20:23:59				Margarita's Park
2/5/2026 20:24:18				Edward Curtis Tally II Park (Curtis Tally Park)
2/5/2026 20:26:08				Jack Holloway Park
2/5/2026 20:27:38				Tobi VanStory Botanical Gardens

Timestamp	Name	Street	City, State, ZIP	Please share your recommendation for the possible re-naming of City Hall Park.
2/5/2026 20:28:45				Jack Holloway Park!
2/5/2026 20:32:49				Jack Holloway Park
2/5/2026 20:33:41				Jack Holloway Park
2/5/2026 20:34:08				Jack Holloway Park
2/5/2026 20:43:45				Mitchell park
2/5/2026 20:47:22				Jack Holloway Park
2/5/2026 20:51:46				Jack Holloway Park
2/5/2026 21:02:23				Jack Holloway Park
2/5/2026 21:14:48				Jack Holloway Park
2/5/2026 22:01:52				Bryson Park (that's who built it from scratch before anything was there)
2/5/2026 22:20:42				Jack Holloway Park
2/5/2026 22:24:37				Jack Holloway Park
2/5/2026 22:30:33				Jack Holloway
2/5/2026 22:31:13				Jack Holloway
2/5/2026 22:36:22				Sherman Park
2/6/2026 0:56:44				Jack Holloway Park
2/6/2026 1:25:22				Old Town Justin Park
2/6/2026 5:31:41				Freedom park
2/6/2026 7:19:56				Jack Holloway
2/6/2026 7:47:48				Jack Holloway
2/6/2026 7:48:51				Jack Holloway park
2/6/2026 7:55:04				Justin Town Park

Timestamp	Name	Street	City, State, ZIP	Please share your recommendation for the possible re-naming of City Hall Park.
2/6/2026 7:57:47				"Justin Sherman " Town Park
2/6/2026 8:03:56				Jack Holloway Park
2/6/2026 8:06:43				Jack Holloway Park
2/6/2026 10:02:24	Joanna	7th	Justin TX 76247	Old town park or if after a person- John Beck Park
2/6/2026 13:11:35	Chelsie	Chaplin	Justin, TX, 76247	Emerald Grove
2/6/2026 15:52:37	Doug Dolley	904 Wilson Drive	Justin, TX 76247	Gratitude Park: When parents bring their children to this park, I hope the name reminds them how blessed we all are to live where we live. While they may be going through hard times at home, at work, or at school I hope the name Gratitude Park reminds kids and parents how important it is to be thankful in all circumstances.
2/6/2026 16:24:19	Tony Neely	6500 High Mesa Dr	Justin, Tx 76247	Jack Holloway would be an excellent choice! Jack was a life long resident of Justin where he conducted his business and raised his family. As Lance Morris pointed out, Jack influenced many young people's lives, including mine.
2/6/2026 18:19:12	Launs	Justin	Justin TX 75247	Legacy Park... or.... Unity Square
2/6/2026 19:21:33	Jack Holloway Park	603 west 4th Street	76247	Jack Holloway Park
2/6/2026 19:30:50	Deanna Turner	13831 Melissa ct	Justin Tx 76247	W.J. Sherman Park: Named after Walter Justin Sherman, the railroad engineer for whom the town is actually named
2/6/2026 22:21:50	Mac Scott	407	Justin TX	Herman Justin Park or Bootmaker's Green
2/7/2026 4:48:34	Cheyenne	3rd st	Justin tx 76247	Jack Holloway park
2/7/2026 7:55:51	Nancy Haas	480 Catherine Branch Ci	Justin TX 76247	Justin Community Park
2/7/2026 7:57:41	Nancy Haas	480 Catherine Branch Ci	Justin TX 76247	The Park at Justin
2/7/2026 9:39:11	Jack Holloway	604 West 3rd	Justin Texas	Jack Holloway
2/7/2026 9:39:25	Jack Holloway	604 West 3rd	Justin Texas	Jack Holloway
2/7/2026 13:13:35	Mac Scott	407	Justin TX	Herman Justin Park or Bootmaker's Green

Timestamp	Name	Street	City, State, ZIP	Please share your recommendation for the possible re-naming of City Hall Park.
2/10/2026 20:24:38	Evan	High Point Way	76247	Jack & Susie Holloway Park
2/11/2026 11:14:32	Rodric Harris	501 Lakeway Ln	Justin, Tx 76247	Old City Park
2/20/2026 17:27:53	Monica	Pafford Ave.	Justin,Texas	Carolyn Love or Love park