

Tomas Mendoza, Councilmember
John Mounce, Councilmember
Chrissa Hartle, Councilmember



James Clark, Mayor Pro Tem
Jim Tate, Councilmember

Elizabeth Woodall, Mayor

**CITY OF JUSTIN
CITY COUNCIL AGENDA
TUESDAY, MAY 10, 2022
415 N. COLLEGE AVE.
6:00 P.M.**

CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

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

BUSINESS INTRODUCTION

- ❖ Papa's Sunshine Sno Ball Co.

STAFF/BOARD UPDATE

- Code Compliance

PROCLAMATION

- Proclamation recognizing public works

WORKSHOP SESSION

1. Discuss animal control options and recommendations.
2. Discuss bond issuance and timelines.
3. Discuss regular session agenda items.

CONVENE INTO REGULAR SESSION- Immediately Following Workshop Session

PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

POSSIBLE ACTION ITEMS

4. Consider and take appropriate action regarding appointments to and membership of the Planning and Zoning Commission.
5. Consider and take appropriate action to approve Resolution 581-22 adopting a Chapter 380 Policy.
6. Consider and take appropriate action regarding amendments to the Solicitation Ordinance and regulations.

CONSENT

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

7. Consider and take appropriate action to approve an Interlocal agreement between Denton County and the City of Justin for the use of the Denton County Radio Communication System.
8. Consider and take appropriate action approving City Council meeting minutes dated April 26, 2022.

EXECUTIVE SESSION

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

- Under Section 551.071, to conduct private consultation with the City Attorney regarding:
 - Oliver Creek Ranch MUD
 - Justin Crossing Development
- Under Section 551.087, Deliberation regarding economic development negotiations:
 - Chapter 380 Agreement with OES

Convene into executive session

Adjourn into open meeting.

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

FUTURE AGENDA ITEMS

ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 5th day of May, 2022 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews

Brittany Andrews, City Secretary

City Council Meeting

May 10, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #1 (Workshop)

Title: Discuss animal control options and recommendations.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: N/A

Background:

Council Member Mounce requested this item be placed on the agenda for discussion.

City Attorney Review: N/A

Attachments:

City Council Meeting

May 10, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #2 (Workshop)

Title: Discuss bond issuance and timelines.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: N/A

Background:

This item was requested by Council Member Clark. Staff will provide information during the workshop.

City Attorney Review: N/A

Attachments: None

City Council Meeting

May 10, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #4 (Possible Action)

Title: Consider and take appropriate action regarding appointment to and membership of the Planning and Zoning Commission.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Recommendation: Appoint an Applicant to Place 2

Background:

Place 1: Davis Parsons, Member

Place 2: Vacant

Place 3: Gary Davis, Member

Place 4: John Tinsley, Member

Place 5: Kyle Suits, Vice Chair

Place 6: David Beck, Member

Place 7: Thomas Cronberger, Member

City Attorney Review: N/A

Attachments:

1. Lisa Leary application
2. James Hamilton application

From: [Matthew Cyr](mailto:Matthew.Cyr)
To: [Matthew Cyr](mailto:Matthew.Cyr)
Subject: FW: Online Form Submittal: Board, Commission & Committee Application
Date: Tuesday, May 3, 2022 1:52:08 PM

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, March 26, 2022 2:30 AM
To: Brittany Andrews <bandrews@cityofjustin.com>; Abbey Reece <areece@cityofjustin.com>
Subject: Online Form Submittal: Board, Commission & Committee Application

Board, Commission & Committee Application

First Name	LISA
Last Name	LEARY
Address	1353 Stampede Street
City	Justin
State	TX
Zip Code	76247
Mailing Address (If different)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	469-999-1234
Email Address	lisa@socialzeal.com
Are you over the age of 18?	Yes
Are you a registered voter?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes

Current Occupation/Employer	Social Media Manager / Self
Education, Licenses, or Certifications	Some College
Are you a current or past member of a Council-appointed Board, Commission, or Corporation?	Yes
If yes, please specify	The Colony Type B Community Development Board - 11 years
On which Board, Commission, or Committee are you interested in serving? (First Choice)	Type B Community Development Board
If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.	Planning and Zoning Commission
What work experience, educational experience, community involvement, and/or other skills do you have that would qualify you for a Council-appointed Board, Commission, or Committee?	I was city council appointed to The City of The Colony's Type B Community Development Board. I served for 11 years and only resigned to move to Oklahoma. I was elected by my fellow board members to serve as their secretary for two terms.
List any additional information which you believe would be of value for the City Council to know about you.	I love serving my community. While serving on the 4B Board in The Colony we were able to continually enhance the quality of life for our residents and visitors. I would love to apply those things I learned from 11 years of service.I had in The Colony. I recently bought a home in Justin and look forward to being a contributing resident for many years into the future. My son and his family are also residents of Justin and I know those things I work on today will continue to benefit him, his wife, and my granddaughters for years to come. Serving on The Colony's Type B Community Development Board was one of the most fulfilling positions I have heard besides being a wife, mother, and grandmother. I genuinely would appreciate your consideration of my application for an appointment to the Type B Community Development

Board.
Thank you, sincerely.
Lisa Leary

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

No

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

No

Are there any criminal charges or proceedings pending against you?

No

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

Lisa Leary

Date of Submission

3/26/2022

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

From: [Abbey Reece](#)
To: [Brittany Andrews](#)
Cc: [Matthew Cyr](#)
Subject: FW: Online Form Submittal: Board, Commission & Committee Application
Date: Wednesday, May 4, 2022 8:09:52 AM

Brittany,

You will need to add two applications for the May 10th meeting for P&Z. Lisa Leary and James Hamilton. Thanks!

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, May 3, 2022 8:07 PM
To: Brittany Andrews <bandrews@cityofjustin.com>; Abbey Reece <areece@cityofjustin.com>
Subject: Online Form Submittal: Board, Commission & Committee Application

Board, Commission & Committee Application

First Name	James
Last Name	Hamilton
Address	279 Ovaletta Drive
City	Justin
State	Texas
Zip Code	76247
Mailing Address (If different)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	636-262-1337
Email Address	fireman6473@gmail.com
Are you over the age of 18?	Yes
Are you a registered voter?	Yes

Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	Nursing Student
Education, Licenses, or Certifications	AS Emergency Medicine, BS Respiratory Care, CRT
Are you a current or past member of a Council-appointed Board, Commission, or Corporation?	Yes
If yes, please specify	Past member of Planning and Zoning Commission for City of Justin, resigned position while running for city council.
On which Board, Commission, or Committee are you interested in serving? (First Choice)	Planning and Zoning Commission
If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.	<i>Field not completed.</i>
What work experience, educational experience, community involvement, and/or other skills do you have that would qualify you for a Council-appointed Board, Commission, or Committee?	Previous knowledge of planning and zoning while being an active member for the City of Justin. Have continued to keep a key eye and awareness of the city plan and movement. Have operated on other boards outside of the planning and zoning commission such as Hardeman Estates HOA president. Worked on a joint venture within the city to bring all HOA's together to have one unified voice to present to the city council.
List any additional information which you believe would be of value for the City Council to know about you.	I have had a true passion to volunteer my time to improving the town that my family calls home. Since day 1 of moving to this town I have served on a board in one form or fashion to improving the lives of all those residents that call Justin home. I would like to continue my efforts to ensuring the growth that we are seeing is managed in a fashion that accommodates all residents of Justin.
	No

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

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

No

Are there any criminal charges or proceedings pending against you?

No

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

James Hamilton

Date of Submission

5/3/2022

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

City Council Meeting

May 10, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #5 (Possible Action)

Title: Consider and take appropriate action to approve Resolution 581-22 adopting a Chapter 380 policy.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: Approve the proposed resolution.

Background:

Chapter 380 of the Texas Local Government Code outlines requirements for certain economic development agreements. One of those is that City Council establishes a policy prior to entering into any agreements. The enclosed resolution is a proposed policy that provides general guidance regarding said agreements.

City Attorney Review: N/A

Attachments:

Resolution No.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF JUSTIN, TEXAS,
ESTABLISHING A CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM POLICY; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Justin is committed to the promotion of quality development and expansion of its existing business base, and desires to provide economic development incentives and to establish various programs to ensure the City remains competitive in the marketplace, encourages the increase and retention of quality jobs, encourages revenue streams from commercial, industrial, and manufacturing businesses that maintain or increase the taxable values of their business personal property, including inventories, and acquire and install new machinery and equipment in the City; and

WHEREAS, the City of Justin will, on a case-by-case basis, give consideration to providing economic development incentives to individuals and businesses meeting the guidelines and criteria set forth in the Chapter 380 Economic Development Program Policy attached as Exhibit A;

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

SECTION 1. That the City Council hereby approves and adopts the Chapter 380 Economic Development Program Policy set forth in Exhibit "A" incorporated herein for all purposes.

SECTION 2. Any member of the public has the right to appear at the meeting and present evidence for or against this policy.

DULY PASSED by the City Council of the City of Justin, Texas, this the 10th day of May 2022.

APPROVED:

ELIZABETH WOODALL, MAYOR

ATTEST:

BRITTANY ANDREWS, CITY SECRETARY

EXHIBIT A

CITY OF JUSTIN, TEXAS CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM POLICY

1. Purpose

These Policies and Procedures are established in an effort to develop and expand the local economy by promoting and encouraging private sector investments that enhance the City's economic base and diversify and expand job opportunities. This shall be accomplished by identifying and recommending projects that create additional revenue for the city without substantially increasing the demand on City services or infrastructure.

Incentives are intended to create high quality development and increase public services and facilities to the residents of Justin. Limitations on how incentives are provided is predicated on the source and nature of funds and terms and conditions of the award to the project.

2. General Criteria.

Under the Chapter 380 Economic Development Program, the City Council will, on a case-by-case basis, consider, but is not required to offer, economic incentive packages that may include (1) reimbursement for public improvements, (2) fee waivers to businesses and entities that the City Council determines will promote state or local economic development and stimulate business and commercial activity in the City.

A business or entity shall be eligible to participate in the Chapter 380 Economic Development Program on terms and conditions established by the City Council on a case-by-case basis if:

- (a) the business or entity enters into a binding contract with the City under which (i) the business or entity is required to make specific and verifiable employment and other commitments that serve the public purposes overseen by the City Administration and that the City Council deems appropriate under the circumstances and (ii) the City is able to cease and/or recapture payment of Chapter 380 incentives or to terminate the contract in the event that the public purposes specified in the contract are not met; or
- (b) the City may require certain design standards be met by the business or entity entering into an agreement. The design standards may include, but are not limited to, exterior design, streetscaping, public spaces, and building materials.

3. General Policies and Requirements

Notwithstanding anything expressed or implied to the contrary herein, the following general terms and conditions shall govern this Policy:

3.1. A Chapter 380 agreement shall not be granted for any new development project in which a building permit application has already been filed with the City's Planning and Development Department or for which a building permit has already been issued.

3.2 To be eligible for program incentives, a development must either commit to provide full-time employment to a set number and/or a percentage of full-time jobs or commit to a minimum investment in construction of public and private improvements.

3.3 If incentives are based on full-time employment, an applicant for Chapter 380 incentives shall provide wage rates, employee benefit information for all positions of employment to be located at any facility covered by the Application.

3.4. As part of the consideration under all Chapter 380 Agreements, the City shall have, without limitation, the right to (i) review and verify the applicant's financial statements and records related to the development project and (ii) conduct an on-site inspection of the development project in each year during the term of the Chapter 380 to verify compliance with the terms and conditions of the agreement.

3.5. The recipient of a Chapter 380 incentive may not sell, assign, transfer or otherwise convey its rights under a Chapter 380 Agreement unless otherwise specified in the Chapter 380 Agreement without formal consent by the City. A sale, assignment, lease, transfer, or conveyance of the real property that is subject to the agreement and which is not permitted by the Chapter 380 Agreement shall constitute a breach of the Chapter 380 Agreement and may result in termination of the Agreement.

3.6 The City Council may coordinate with and authorize the City of Justin Economic Development Corporation/Community Development Corporation Board of Directors to provide incentives, including the transfer of property, related to a Chapter 380 agreement.

3.7 For additional information about this Chapter 380 Policy, contact the City of Justin at 415 N. College St., Justin, Texas, 76247; 940-648-2541.

4. Incentives Related to Retail Sales Tax

The City will consider providing incentives pursuant to Chapter 380 of the Texas Local Government Code equivalent to a certain portion of sales tax receipts from the City attributable to property improvements or upgraded tenant mix. The rebate can be made either to the site developer as a reimbursement for site or public improvement expenses or to the retail tenants of the improved center to assist in relocation or expansion related costs of the tenants. The percent of the City's sales tax rebate and length of time will be negotiable and stated in a final agreement.

5. Fee Waiver

The City may consider providing economic development incentives pursuant to Chapter 380 Texas Local Government Code to provide a waiver or rebate of impact fees, water and sewer fees, building permit and inspection fees or reduction in the cost of such services for a qualified business. On a case-by-case basis, City will evaluate the cost/benefits under which the City would offer a fee waiver or rebate.

6. Economic Development Program Implementation

The term of an incentive agreement shall be negotiated on a case-by-case basis and specified in the Chapter 380 Agreement. For incentives based on sales tax generation, the City will audit and determine the recipient's compliance with the terms and conditions of the Agreement for a full calendar year prior to the first year in which the incentive is available (the "First Compliance Auditing Year"). The first incentive benefit or payment will be available to the recipient for the tax year following the Compliance Auditing Year. In other words, the degree to which the recipient meets the Commitments set forth in the Chapter 380 Agreement will determine the percentage of taxes repaid in the form of a grant for the following tax year, unless otherwise stated in the agreement. The City will continue to audit and determine the recipient's compliance with the terms and conditions of the Chapter 380 Agreement for each subsequent calendar year, which findings shall govern the percentage of taxes repaid in the form of a grant for the following tax year, until expiration of the Chapter 380 Agreement.

7. Chapter 380 Agreement Request Procedures

Each Chapter 380 agreement application shall be processed in accordance with the following standards and procedures:

7.1 Submission of a Request

Applicants will submit a letter of request stating incentives being sought and stating how the requirements of this policy will be addressed.

7.3. Application and Evaluation.

Staff will review an application for accuracy and completeness. Once complete, the department will evaluate a request based on the perceived merit and value of the project, including, without limitation, the following criteria:

- Types and number of new jobs created, including respective wage rates, and employee benefits packages such as health insurance, day care provisions, retirement packages, transportation assistance, employer-sponsored training and education, any other benefits and whether all

benefits are offered on an equal and non-discriminatory basis to all employees;

- Financial viability of the project;
- Amount of investment in the project;
- The project's reasonably projected increase in the value of the tax base;
- Costs to the City (such as infrastructure participation, tax rebates, fee waivers, etc.);
- Remediation of an existing environmental problem on the real property;

8. Consideration by the City Council

The City Council retains sole authority to approve or deny any Chapter 380 Agreement and is under no obligation to approve any request or Chapter 380 Agreement.

City Council Meeting

May 10, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #6 (Possible Action)

Title: Consider and take appropriate action regarding amendments to the Solicitation Ordinance and regulations.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Recommendation: Consider the request to amend the Solicitation ordinance and regulations.

Background:

On April 26, 2022, Council directed Staff to forward a draft amending the Solicitors Ordinance.

Staff has brought an ordinance for Council to consider adopting.

City Attorney Review: N/A

Attachments:

1. Proposed Amendment
2. Proposed Ordinance

ARTICLE II. VENDORS

Sec. 12-19. Scope of regulations.

The license required below shall be known as a vendor's license. Any person desiring to sell goods, wares, merchandise or services within the corporate city limits shall obtain a vendor's license from the city secretary, at least seven days prior to the date on which such person intends to sell or solicit sales in the city.

(Code 1994, § 4.201)

Sec. 12-20. Driver license required.

To qualify for a vendor permit under this article, the applicant must possess a valid driver license.

Sec. 12-21. Permit application.

The application for such license shall show the name and permanent address of the applicant, the name and address of each person representing the applicant, and the name, address, of the owners or corporate president of any person for which the applicant works as an employee or commission agent. Such application shall describe the types of goods, wares, merchandise or services offered for sale.

(Code 1994, § 4.202)

Sec. 12-22. Permit application term.

All applications shall be valid for a period of ~~one year~~ thirty days upon issuance.

(Code 1994, § 4.203; Ord. No. 206, § I, 8-9-1993)

Sec. 12-23. License fee.

The license fee for a vendor's license shall be as provided for in the fee schedule found on file in the office of the city secretary. Persons involved in interstate commerce shall be exempt from license fee requirements as set forth in this section but shall be subject to all other provisions of this article.

(Code 1994, § 4.204; Ord. No. 206, § II, 8-9-1993)

Sec. 12-24. Exceptions.

This article shall not apply to the sale of merchandise by persons raising funds for city community schools, clubs, youth associations, fire departments or churches.

(Code 1994, § 4.205; Ord. No. 206, § III, 8-9-1993)

Sec. 12-25. Unlawful to solicit without license.

It is unlawful for any person to go from house to house in the city soliciting, selling or taking orders for any goods, wares, merchandise or services without having first applied for and obtained a license to do so from the city secretary.

(Code 1994, § 4.206; Ord. No. 206, § IV, 8-9-1993)

Sec. 12-26. Display of license required.

From and after the effective date of the ordinance from which this article is derived, it is unlawful for any person to sell, solicit, or take orders for or offering to sell or take orders for any goods, wares, merchandise or services and fail to display such license therefor upon the request by any law enforcement officer or citizen of the city. **The vendor shall also be required to wear a vest, which shall be provided by the City.**

(Code 1994, § 4.207; Ord. No. 206, § V, 8-9-1993)

Sec. 12-27. Failure to leave upon request deemed unlawful.

Any vendor or hawker of goods or merchandise who enters upon premises owned or leased by another and willfully refuses to leave the premises after having been notified by the owner or possessor of the premises or his agent to leave the same shall be deemed guilty of a misdemeanor.

(Code 1994, § 4.208; Ord. No. 206, § VI, 8-9-1993)

Sec. 12-28. Compliance with no solicitor signs.

It is unlawful for any vendor to enter upon any private premises when the same is posted with a sign stating "No Peddlers Allowed" or "No Solicitations Allowed," or other words to such effect.

(Code 1994, § 4.209; Ord. No. 206, § VII, 8-9-1993)

Sec. 12-29. Hours of operation restricted.

It is unlawful for any person coming under the provisions of this article to engage in any business at any time between 30 minutes after sunset and 30 minutes after sunrise, except when such person has a specific invitation and appointment with the customer.

(Code 1994, § 4.210; Ord. No. 206, § VIII, 8-9-1993)

Sec. 12-30. Penalty for violation.

Any person violating any provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in accordance with the penalty provision found in section 1-10. Each and every sale or solicitation made in violation of this article shall constitute a separate offense.

(Code 1994, § 4.211; Ord. No. 206, § IX, 8-9-1993)

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING AN AMENDMENT RELATING TO SOLICITORS, AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On April 26, 2022, City Council directed Staff to bring forward an amendment relating to Solicitors; and

WHEREAS, the City Council of the City of Justin, in compliance with the laws of the State of Texas, having given the requisite 72 hour notice and has determined that the proposed amendment is approved and made a part of this ordinance.

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

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

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

Section 3. Cumulative/Repealer Clause. This ordinance shall be cumulative of all provisions of state or federal law and all ordinances of the City of Justin, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 4. Severability Clause. If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect for any reason, the validity of the remaining portions of this ordinance and the remaining portions shall remain in full force and effect.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

Approved as to form:

City Attorney

City Council Meeting

May 10, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #7 & #8 (Consent)

Title:

7. Consider and take appropriate action to approve an Interlocal agreement between Denton County and the City of Justin for the use of the Denton County Radio Communication System.

8. Consider and take appropriate action approving City Council meeting minutes dated April 26, 2022.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Motion to approve consent items as presented.

Background:

City Attorney Review: N/A

Attachments:

1. ILA for radio communication system
2. April 26, 2022 City Council Minutes

**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, 2021, and ending on the 30th day of September, 2022. 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 B** 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 Alex Coss	
Address	P O Box 129	
City, State, Zip	Justin, TX 76247-0129	
Telephone	940-648-2541	
Email	acoss@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:

Elizabeth Woodall, Mayor

Date: _____

City of Justin

P O Box 129

Justin, TX 76247-0129

940-648-2541

Approved as to content:

Alex Coss, 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:

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

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit B
Denton County Sheriff's Office
Radio Communications System Agreement
Agency Payment Worksheet

Agency:	Justin Fire and Police Departments				
Payment Contact Person:	Chuck Ewings, City Manager and/or Brittany Andrews, City Secretary				
Phone Number:	940-648-2541				
Email(s):	cewings@cityofjustin.com or bandrews@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:	Radio Communications Systems Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208				
Please select one of the following options:					
<u>Tier 1</u>		<u>Tier 3</u>			
Radio User <i>ONLY</i> - \$4 each per month		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	65	\$3,120.00	FD Radio Subscribers	65	\$4,680.00
PD Radio Subscribers	26	\$1,248.00	PD Radio Subscribers	26	\$1,872.00
Total Amt Per Year =		<u>\$4,368.00</u>	Total Amt Per Year =		<u>\$6,552.00</u>
<i>BILLED ANNUALLY</i>					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative

Title

Date