

# Mayor and Council Communication

DATE: 08/04/20

M&C FILE NUMBER: M&C 20-0479

LOG NAME: 12JUSTIN LAWSUIT

## **SUBJECT**

Authorization for the City Attorney to Intervene in the Pending Litigation *Town of Northlake v. City of Justin* 18-0651 to Sue the Town of Justin (ETJ near COUNCIL DISTRICT 7)

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## **RECOMMENDATION:**

It is recommended that the City intervene in *Town of Northlake v. City of Justin*, Denton County Case Number 18-0651, sue the Town of Justin and adopt the attach resolution authorizing such action.

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## **DISCUSSION:**

On April 7, 2020, Council approved agreements with Northlake intended to reaffirm the cities' 1997 land-swap deal to facilitate the Texas Motor Speedway and to terminate a revenue-sharing provision. The 1997 agreement is being litigated by Northlake and Justin and has recently been remanded to the Denton County district court.

While these agreements were pending before Council, it was discovered that Justin has annexed areas that are currently in Fort Worth's ETJ. Also, Justin is incorrectly claiming its ETJ now extends into portions of Fort Worth's ETJ. The subject land is allocated to Northlake under the 2020 agreement.

Furthermore, Justin's actions violate an agreement between Fort Worth and Justin. In 1992, Justin and Fort Worth signed the 1992 *Joint Resolution and Agreement Number 1842*, a boundary agreement between the two parties, wherein Justin agreed that its ETJ would not be expanded by reason of its annexations beyond the agreed ETJ boundary between the two cities. Simply, this agreement sets a boundary that neither party may cross. The attached map shows Fort Worth ETJ that Justin is claiming or has annexed and the ETJ boundary defined in the 1992 agreement.

Demand has been made for Justin to abide by the boundary and terms set forth in the 1992 agreement. Specifically, the City demanded that annexations that were done in violation of the agreement must be rescinded and Justin must cease claiming Fort Worth's ETJ. Justin has not responded to the demand.

Suing the Town of Justin in the pending litigation between Northlake and Justin is efficient because the current litigation involves common facts and disputes.

A Form 1295 is not required because: This M&C does not request approval of a contract with a business entity.

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## **FISCAL INFORMATION / CERTIFICATION:**

The Director of Finance certifies that approval of these recommendations will have no material effect on City funds.

**Submitted for City Manager's Office by:** ALL ACMs                      6222

**Originating Business Unit Head:** Sarah Fullenwider    7623

Chris Mosley                      7603

**Additional Information Contact:** Sarah Fullenwider    7623