



**AGENDA**  
**TYPE A ECONOMIC DEVELOPMENT CORPORATION BOARD**  
**COUNCIL CHAMBERS**  
**MARCH 10, 2025**  
**5:30 PM**

The Joshua Type A Economic Development Corporation will hold a Regular in the City Hall Council Chambers at 101 S. Main St., Joshua, Texas. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the Joshua Type A EDC meeting in person or access the meeting via videoconference or telephone conference call.

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/83488175785?pwd=1lofCjycPwDnxLexo4oFOZD7E1gC89.1>

Meeting ID: 83488175785 Passcode: 710088

**A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

**B. CITIZENS FORUM**

*The Economic Development Corporation invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Economic Development Corporation is required under the Texas Open Meetings Act to limit its response to responding with a statement of specific factual information, reciting the City's existing policy, or directing the person making the inquiry to visit with City Staff about the issue. No Corporation deliberation is permitted. Each person will have 3 minutes to speak.*

**C. REGULAR AGENDA**

- 1.** Discuss, consider, and possible action on the meeting minutes of February 10, 2025, and March 04, 2025.
- 2.** Review and discuss questions related to the budget report and financial statement for February 2025. (Staff Resource: M. Peacock)
- 3.** Discuss, consider, and possible action on an agreement between the City of Joshua Type A Economic Development Corporation (EDC) and the Joshua Area Chamber of Commerce regarding business and community support.

**D. FUTURE AGENDA ITEMS/REQUESTS BY DIRECTORS TO BE ON THE NEXT AGENDA**

*(Members shall not comment upon, deliberate, or discuss any item that is not on the agenda. Members shall not make routine inquiries about operations or project status on an item that is not posted. However, any Members may state an issue and a request that this issue is placed on a future agenda.)*

**E. ADJOURN**

The Type A Economic Development Corporation reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas

Open Meetings Act, Texas Government Code, Chapter 551.071 for private consultation with the attorney for the City.

Pursuant to Section 551.127, Texas Government Code, one or more Directors may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. In addition, a quorum will be physically present at the posted meeting location of City Hall.

In compliance with the Americans with Disabilities Act, the City of Joshua will provide reasonable accommodations for disabled persons attending this meeting. Requests should be received at least 24 hours prior to the scheduled meeting by contacting the City Secretary's office at 817/556-0603.

**CERTIFICATE:**

I hereby certify that the above agenda was posted on March 05, 2025, by 5:00 p.m. on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

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Alice Holloway, TRMC, MMC  
City Secretary



**MINUTES**  
**TYPE A ECONOMIC DEVELOPMENT CORPORATION BOARD**  
**COUNCIL CHAMBERS**  
**FEBRUARY 10, 2025**  
**6:00 PM**

The Joshua Type A Economic Development Corporation will hold a Regular Meeting in the City Hall Council Chambers at 101 S. Main St., Joshua, Texas. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the Joshua Type A EDC meeting in person or access the meeting via videoconference or telephone conference call.

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/89500417173?pwd=SKo0Y5jvw2NlMQuDxFGYY9S6zm85f.1>

Meeting ID: 895 0041 7173 Passcode: 665435

**A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

Director Anderson announced a quorum and called the meeting to order at 6:01 pm.

**B. CITIZENS FORUM**

*The Economic Development Corporation invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Economic Development Corporation is required under the Texas Open Meetings Act to limit its response to responding with a statement of specific factual information, reciting the City's existing policy, or directing the person making the inquiry to visit with City Staff about the issue. No Corporation deliberation is permitted. Each person will have 3 minutes to speak.*

NA

**C. REGULAR AGENDA**

1. Review and discuss questions related to the budget report and financial statement for January 2025.  
(Staff Resource: M. Peacock)

City Manager Peacock reported that investment earnings and sales tax revenue have increased. There was a \$1,287 overage in contract services due to an overpayment for the EDC website, which they hoped to recover. The fund balance exceeds \$2 million.

2. Discuss, consider, and possible action on the meeting minutes of January 13, 2025.

Motion made by Director Waldrip to approve as presented. Seconded by Director Henderson.  
 Voting Yea: President Anderson, Director Morgan, Director Waldrip, Director Childers, Director Henderson, Director Farley

3. Discuss, consider, and possible action on a Chapter 380 Economic Development Agreement between the City of Joshua and Rumfield Properties regarding 207 North Main Street.

Motion made by Director Waldrip to approve with modification to section 4a. Seconded by Director Morgan.

Voting Yea: President Anderson, Director Morgan, Director Waldrip, Director Childers, Director Henderson, Director Farley

- 4. Discuss, consider, and possible action on a Chapter 380 Economic Development Agreement between the City of Joshua and Rumfield Properties regarding 204 North Main Street.

Motion made by Director Waldrip with modifications to section 4a. Seconded by Director Henderson.

Voting Yea: President Anderson, Director Morgan, Director Waldrip, Director Childers, Director Henderson, Director Farley

**D. FUTURE AGENDA ITEMS/REQUESTS BY DIRECTORS TO BE ON THE NEXT AGENDA**

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Museum property in Joshua Station

**E. ADJOURN**

Director Anderson adjourned the meeting at 6:16 pm

Approved: March 10, 2025

\_\_\_\_\_  
Shelly Anderson, President

ATTEST:

\_\_\_\_\_  
Alice Holloway, City Secretary



**MINUTES**  
**TYPE A ECONOMIC DEVELOPMENT CORPORATION BOARD**  
**COUNCIL CHAMBERS**  
**MARCH 04, 2025**  
**6:00 PM**

The Joshua Type A Economic Development Corporation will hold a Special Meeting in the City Hall Council Chambers at 101 S. Main St., Joshua, Texas. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the Joshua Type A EDC meeting in person or access the meeting via videoconference or telephone conference call.

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/82608563459?pwd=kQRbi85rheKNWshaKF7JQv5PANSG.1>

Meeting ID: 826 0856 3459 Passcode: 024112

**A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

Director Anderson announced a quorum and called the meeting to order at 6:03 pm

**B. CITIZENS FORUM**

*The Economic Development Corporation invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Economic Development Corporation is required under the Texas Open Meetings Act to limit its response to responding with a statement of specific factual information, reciting the City's existing policy, or directing the person making the inquiry to visit with City Staff about the issue. No Corporation deliberation is permitted. Each person will have 3 minutes to speak.*

NA

**C. REGULAR AGENDA**

1. Discussion and introduction of a candidate for the Type A EDC Director position.

City Manager Peacock reported receiving approximately 25 applications, with half lacking experience. Some candidates had local government or marketing backgrounds, and one had economic experience but he could not get her to answer questions.

City Manager Peacock stated that Nora Fussner has worked with the city for four years and is knowledgeable about past and current developments. Given her history with the city and Cleburne, she was seen as a strong candidate.

City Manager Peacock stated that Molly has agreed to mentor Nora and assist with local contacts. Additionally, Nora holds a real estate license, which is expected to be beneficial.

Nora Fussner introduced herself and shared her experience working with JCSUD and local developers.

**D. FUTURE AGENDA ITEMS/REQUESTS BY DIRECTORS TO BE ON THE NEXT AGENDA**

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Chamber Agreement

**E. ADJOURN**

Director Anderson adjourned the meeting at 6:42 pm.

Approved: March 10, 2025

\_\_\_\_\_  
Shelly Anderson, President

ATTEST:

\_\_\_\_\_  
Alice Holloway, City Secretary



**Type A Economic  
Development Corporation  
Board Agenda  
March 10, 2025**

**Regular Agenda Item**

**Agenda Description:**

Review and discuss questions related to the budget report and financial statement for February 2025. (Staff Resource: M. Peacock)

**Background Information:**

**Financial Information:**

**City Contact and Recommendations:**

Mike Peacock, City Manager

**Attachments:**

1. Financial Report for February 2025

City of Joshua  
 Financial Statement  
 As of February 28, 2025

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Item 2.

<b>200 - 4A Economic Development</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Tax Revenue	73,316.89	57,750.00	15,566.89	308,864.23	693,000.00	44.57%	384,135.77
Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investment Earnings	5,845.21	4,166.67	1,678.54	32,786.32	50,000.00	65.57%	17,213.68
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Sale of Assets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	<u>79,162.10</u>	<u>61,916.67</u>	<u>17,245.43</u>	<u>341,650.55</u>	<u>743,000.00</u>	<u>45.98%</u>	<u>401,349.45</u>
<b>Expense Summary</b>							
Personnel	0.00	933.50	(933.50)	1,467.53	11,202.00	13.10%	9,734.47
Supplies	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Contract & Professional Services	0.00	90.00	(90.00)	2,367.40	1,080.00	219.20%	(1,287.40)
Debt Service	0.00	20,846.66	(20,846.66)	219,465.35	250,160.00	87.73%	30,694.65
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Utilities	0.00	40.42	(40.42)	37.99	485.00	7.83%	447.01
Special Events	0.00	1,250.00	(1,250.00)	167.90	15,000.00	1.12%	14,832.10
Miscellaneous	3,244.79	43,938.34	(40,693.55)	8,141.71	527,260.00	1.54%	519,118.29
Economic Development	20.00	1,520.00	(1,500.00)	101.00	18,240.00	0.55%	18,139.00
Joshua Station Development	318.81	983.83	(665.02)	3,270.81	11,806.00	27.70%	8,535.19
Transfers Out	0.00	10,818.92	(10,818.92)	0.00	129,827.00	0.00%	129,827.00
Expense Totals	<u>3,583.60</u>	<u>80,463.34</u>	<u>(76,879.74)</u>	<u>235,019.69</u>	<u>965,560.00</u>	<u>24.34%</u>	<u>730,540.31</u>



City of Joshua  
 Financial Statement  
 As of February 28, 2025

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Item 2.

<b>200 - 4A Economic Development</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Tax Revenue</b>							
200-4003 Sales Tax	73,316.89	57,750.00	15,566.89	308,864.23	693,000.00	44.57%	384,135.77
Tax Revenue Totals	73,316.89	57,750.00	15,566.89	308,864.23	693,000.00	44.57%	384,135.77
<b>Intergovernmental Revenues</b>							
200-4407 ARPA Funding	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Intergovernmental Revenues Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Investment Earnings</b>							
200-4600 Interest Income	5,845.21	4,166.67	1,678.54	32,786.32	50,000.00	65.57%	17,213.68
Investment Earnings Totals	5,845.21	4,166.67	1,678.54	32,786.32	50,000.00	65.57%	17,213.68
<b>Miscellaneous</b>							
200-4901 Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Transfers In</b>							
200-4902 Proceeds From Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers In Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Sale of Assets</b>							
200-4904 Proceeds from Disposal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Sale of Assets Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	79,162.10	61,916.67	17,245.43	341,650.55	743,000.00	45.98%	401,349.45

City of Joshua  
 Financial Statement  
 As of February 28, 2025

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Item 2.

<b>200 - 4A Economic Development Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	0.00	90.00	(90.00)	2,367.40	1,080.00	219.20%	(1,287.40)
Debt Service	0.00	20,846.66	(20,846.66)	219,465.35	250,160.00	87.73%	30,694.65
Economic Development	20.00	1,520.00	(1,500.00)	101.00	18,240.00	0.55%	18,139.00
Joshua Station Development	318.81	983.83	(665.02)	3,270.81	11,806.00	27.70%	8,535.19
Miscellaneous	3,244.79	43,938.34	(40,693.55)	8,141.71	527,260.00	1.54%	519,118.29
Personnel	0.00	933.50	(933.50)	1,467.53	11,202.00	13.10%	9,734.47
Special Events	0.00	1,250.00	(1,250.00)	167.90	15,000.00	1.12%	14,832.10
Supplies	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Utilities	0.00	40.42	(40.42)	37.99	485.00	7.83%	447.01
<b>Non-Departmental Totals</b>	<u>3,583.60</u>	<u>69,644.42</u>	<u>(66,060.82)</u>	<u>235,019.69</u>	<u>835,733.00</u>	<u>28.12%</u>	<u>600,713.31</u>
<b>200 - 4A Economic Development General Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Transfers Out	<u>0.00</u>	<u>10,818.92</u>	<u>(10,818.92)</u>	<u>0.00</u>	<u>129,827.00</u>	<u>0.00%</u>	<u>129,827.00</u>
<b>General Non-Departmental Totals</b>	<u>0.00</u>	<u>10,818.92</u>	<u>(10,818.92)</u>	<u>0.00</u>	<u>129,827.00</u>	<u>0.00%</u>	<u>129,827.00</u>
<b>Expense Total</b>	<u><u>3,583.60</u></u>	<u><u>80,463.34</u></u>	<u><u>(76,879.74)</u></u>	<u><u>235,019.69</u></u>	<u><u>965,560.00</u></u>	<u><u>24.34%</u></u>	<u><u>730,540.31</u></u>

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 Financial Statement  
 As of February 28, 2025

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Item 2.

<b>200 - 4A Economic Development Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
200-00-5150 Training/Travel	0.00	647.08	(647.08)	1,467.53	7,765.00	18.90%	6,297.47
200-00-5160 Dues/Memberships	0.00	286.42	(286.42)	0.00	3,437.00	0.00%	3,437.00
200-00-5213 Uniforms	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
200-00-5410 Software Maintenance	0.00	90.00	(90.00)	2,367.40	1,080.00	219.20%	(1,287.40)
200-00-5500 Bond Issuance Costs	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5574 2018 Revenue Bonds -	0.00	5,229.00	(5,229.00)	32,052.75	62,748.00	51.08%	30,695.25
200-00-5574 2018 Revenue Bonds -	0.00	6,250.00	(6,250.00)	75,000.00	75,000.00	100.00%	0.00
200-00-5580 Series 2022 Note - Interest	0.00	3,653.83	(3,653.83)	68,921.24	43,846.00	157.19%	(25,075.24)
200-00-5580 Series 2022 Note - Principal	0.00	5,713.83	(5,713.83)	43,491.36	68,566.00	63.43%	25,074.64
200-00-5600 Capital Outlay > \$5,000	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5700 Land Purchase	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5750 Mobile Technology	0.00	40.42	(40.42)	37.99	485.00	7.83%	447.01
200-00-5800 Community Events	0.00	1,250.00	(1,250.00)	167.90	15,000.00	1.12%	14,832.10
200-00-5840 380 Agreement Expenses	1,951.04	5,021.67	(3,070.63)	5,014.41	60,260.00	8.32%	55,245.59
200-00-5851 Economic Development	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5853 Joshua Area Chamber Of	0.00	1,500.00	(1,500.00)	0.00	18,000.00	0.00%	18,000.00
200-00-5860 Station 1-7-4	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5860 Joshua Station Utilities	318.81	983.83	(665.02)	3,270.81	11,806.00	27.70%	8,535.19
200-00-5860 Joshua Station Development	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5880 Facade Grant Funding	0.00	7,083.33	(7,083.33)	0.00	85,000.00	0.00%	85,000.00
200-00-5909 Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5920 Downtown Infrastructure	0.00	29,166.67	(29,166.67)	0.00	350,000.00	0.00%	350,000.00
200-00-5930 Advertising	1,293.75	2,666.67	(1,372.92)	3,127.30	32,000.00	9.77%	28,872.70
200-00-5955 Type A Administrative	20.00	20.00	0.00	101.00	240.00	42.08%	139.00
200-00-5956 Joshua Station Development	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Non-Departmental Totals</b>	<b>3,583.60</b>	<b>69,644.42</b>	<b>(66,060.82)</b>	<b>235,019.69</b>	<b>835,733.00</b>	<b>28.12%</b>	<b>600,713.31</b>

City of Joshua  
 Financial Statement  
 As of February 28, 2025

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Item 2.

<b>200 - 4A Economic Development General Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
200-02-5975 Transfer To General Fund	0.00	10,818.92	(10,818.92)	0.00	129,827.00	0.00%	129,827.00
200-02-5976 Transfer To Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-02-5978 Transfer To Type B Economic	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-02-5979 Transfer To Capital	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
General Non-Departmental Totals	0.00	10,818.92	(10,818.92)	0.00	129,827.00	0.00%	129,827.00
Expense Totals	3,583.60	80,463.34	(76,879.74)	235,019.69	965,560.00	24.34%	730,540.31

**AGREEMENT BETWEEN THE CITY OF JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION AND THE JOSHUA AREA CHAMBER OF COMMERCE**

**THIS AGREEMENT BETWEEN THE CITY OF JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION AND THE JOSHUA AREA CHAMBER OF COMMERCE** (“Agreement”) is entered into this day of \_\_\_\_\_, 2025, between the Joshua Area Chamber of Commerce (“JACC”), a Texas non-profit corporation, and the City of Joshua Type A Economic Development Corporation (“EDC”) and is made and executed on the following recitals, terms and conditions.

**WHEREAS**, the EDC is an economic development corporation operating pursuant to Chapter 504 (relating to Type A Corporations) of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, contained in Chapter 22 of the Texas Business Organizational Code, as amended; and

**WHEREAS**, Section 504.102 of the Texas Local Government Code permits a Type A Corporation to enter into contracts with other corporations to carry out the objectives of the EDC; and

**WHEREAS**, the EDC Board of Directors has determined that providing this program expenditure to JACC in return for services to be provided by the JACC Executive Director will achieve the specific objectives outlined herein to promote new or expanded business development as well as business retention; and

**WHEREAS**, the City Council of the City of Joshua has approved the program expenditure and determined that the expenditure for services to be provided by JACC will promote new and expanded business development.

**NOW, THEREFORE**, in consideration of the premises and covenants contained in this Agreement, EDC and JACC agree as follows:

**SECTION 1**

**Objectives.** The JACC Board of Directors agrees that the JACC Executive Director will work with the City of Joshua and EDC staff to achieve the following objectives:

- A. **Business Engagement:** Establish and maintain relationships with local businesses by conducting outreach (e.g., quarterly business check-ins, networking events, and surveys) to assess business needs and challenges.

- B. **Business Retention Strategies:** Develop and implement at least one (1) annual initiative focused on retaining and supporting existing businesses, such as a "Shop Local" campaign, training workshops, or business mentorship programs.
- C. **Community Event Coordination:** Plan and execute at least three (3) annual community events that promote local businesses and foster community engagement (e.g., business expos, networking luncheons, holiday markets).
- D. **Marketing & Promotion:** Collaborate with the City's economic development consultant and staff to promote Joshua as a business-friendly community through digital marketing campaigns, social media content, and business spotlights.
- E. **Business Recruitment Support:** Assist the City in business recruitment efforts by providing up-to-date business directories, available commercial properties list, and market data to prospective businesses.
- F. **Data Collection & Reporting:** Maintain semi-annual business directory updates and track economic trends (such as new businesses, closures, and expansions) to support data-driven decision-making.
- G. **Development Monitoring:** Work with the EDC to track and report new commercial, industrial, and residential developments, ensuring the Chamber stays informed on growth and infrastructure needs.
- H. **Economic Development Education:** Attend and participate in at least two economic development-related conferences, workshops, or training programs annually to enhance local economic strategies.

## SECTION 2

**Performance Measures.** The JACC Executive Director will work with City and EDC staff to establish performance measures, including metrics such as the number of business engagements, events hosted, marketing reach, and business support services provided. These measures will be presented to the EDC Board for approval and reviewed quarterly.

## SECTION 3

**Reports.** The JACC Executive Director will submit a written report to the EDC before each regular monthly meeting. Reports shall include:

- Updates on business outreach and retention efforts.
- Summary of recent and upcoming Chamber events.
- Progress on economic development initiatives.
- Financial overview of how EDC funds were utilized.

## SECTION 4

**Term.** This Agreement shall remain in effect indefinitely unless terminated by either party and is subject to the allocation of funds within the City of Joshua and the Type A Economic Development Corporation (EDC) budgets.

**Payments.** The EDC agrees to provide funding to JACC in the amount of \$18,000 annually, distributed in quarterly payments of \$4,500 in the months of April, July, October, and January, unless otherwise modified by mutual agreement.

The continuation of this Agreement and subsequent payments are contingent upon:

- The availability and allocation of funds by the EDC and the City of Joshua;
- JACC's fulfillment of the objectives and reporting requirements outlined in this Agreement; and
- A review of JACC's impact on business retention, promotion, and community engagement to ensure alignment with economic development goals.

**Continuation.** If at any time funding is no longer available or the EDC determines that modifications or termination are necessary, written notice shall be provided to JACC at least thirty (30) days prior to the next scheduled payment.

Either party may propose amendments to this Agreement to better align with evolving economic development priorities, subject to approval by the EDC Board of Directors and the City Council of Joshua.

## SECTION 5

**Financial Records.** JACC agrees to maintain complete and accurate financial records in accordance with standard accounting practices. Upon request, JACC shall make these records available for review, inspection, and/or audit by any EDC Board Member, Joshua City Council Member, or designated City staff.

JACC shall retain financial records for a minimum of three (3) years after the termination of this Agreement or as required by the Texas State Library and Archives Commission Retention Schedule. The method of financial record-keeping shall be determined by JACC, provided that it allows for reasonable inspection and verification of expenditures related to this Agreement.

Should an audit or legal determination find that funds have been improperly used, JACC shall return the misused funds upon notification. Any such misuse shall be considered a material

breach of this Agreement, and the EDC may, at its sole discretion, declare this Agreement null and void.

### **SECTION 6**

**Independent Contractor.** The EDC has engaged JACC as an independent contractor, and JACC is not an officer, agent, or employee of the EDC or the City of Joshua. Subject to Section 8 of this Agreement, JACC may select and employ such persons as it may deem necessary to fulfill its obligations and responsibilities under this Agreement and may use funds provided under this Agreement to do so. Said person shall be at all times an employee of JACC and shall not be an officer(s), agent(s), or employee(s) of the EDC or the City of Joshua. The power to hire, manage, supervise, direct, and discharge such employees shall be vested solely and exclusively with JACC. The EDC and the City of Joshua will work closely with JACC but shall not manage, supervise, or discharge said persons in the performance of their duties for JACC under this Agreement. Neither the EDC nor the City of Joshua shall be liable for any torts, malfeasance or misfeasance committed by JACC with regard to its operations and actions.

### **SECTION 7**

**Undocumented Workers.** JACC certifies that JACC does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, JACC is convicted of a violation under 8 U.S.C. § 1324a(f), JACC shall repay the amount of the public subsidy, plus interest, provided under this Agreement not later than the 120th day after the date the EDC or City of Joshua notifies JACC of the violation.

### **SECTION 8**

**Default.** If a party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail within thirty (30) days after delivery of written notice of such default from another party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default.

### **SECTION 9**

#### **General Provisions.**

- A. **Parties in Interest.** This Agreement shall bind and benefit the EDC, the City of Joshua, and JACC and shall not bestow any rights upon any third parties.



- B. **No Obligation for Additional Funds.** Nothing in this Agreement shall place any obligation on any other funds or sources of revenue of the EDC or the City of Joshua. and nothing herein shall create any lien or other obligation on any other sources of income, revenue, or funds of the EDC or the City of Joshua.
- C. **Ability to Contract with Others.** Nothing in this Agreement shall limit either party from contracting with other persons or organizations for economic development within the City of Joshua or its surrounding area.
- D. **Conflict of Interest.** No member of the EDC Board of Directors, the City of Joshua City Council, the Board of Directors of JACC, nor any appointed officer or employee of the EDC, City of Joshua, or JACC shall ever be pecuniarily interested, directly or indirectly, in this Agreement except on behalf of EDC, the City of Joshua, or JACC as an officer or employee. Any violation of this section with the knowledge, express or implied, of the person involved shall render this Agreement voidable by the EDC Board of Directors and the City of Joshua.
- E. **Assignment.** JACC may not assign this Agreement without the consent of the EDC and the City of Joshua. The EDC, with the approval of the City of Joshua City Council, may assign this Agreement or any part thereof to another entity at any time with notice to JACC.
- F. **Notices.** All notices pursuant to this Agreement shall be made in writing to the following officers or their successors or assigns:

**EDC:**  
 President  
 Joshua Type A Economic Development Corporation  
 101 South Main  
 Joshua. TX 76058

**City of Joshua:**  
 City Manager  
 City of Joshua  
 101 South Main  
 Joshua. TX 76058

**JACC:**  
 President  
 Joshua Area Chamber of Commerce

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Joshua, TX 76058

- G. **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
  
- H. **Force Majeure.** If any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood, epidemic or other natural disaster or other reason of like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
  
- I. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.
  
- J. **Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by JACC and EDC.

**JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Its President

Date: \_\_\_\_\_

**ATTEST:**

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City Secretary  
City of Joshua

**JOSHUA AREA CHAMBER OF  
COMMERCE**

By: \_\_\_\_\_  
Its President

Date: \_\_\_\_\_