



AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
OCTOBER 20, 2022
6:30 PM

The Joshua City Council will hold a Work Session at 6:30 pm. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on October 20, 2022. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the meeting in person or access the meeting via videoconference or telephone conference call.

Join Zoom Meeting:

<https://us02web.zoom.us/j/82427350757?pwd=Z3FaZVpMY2loWlYrYTFFcDlCUWJudz09>

Meeting ID: 82427350757 Passcode: 841031 or dial 3462487799

A member of the public who would like to submit a question on any item listed on this agenda may do so via the following options:

Online: An online speaker card is located on the City's website (cityofjoshuatx.us) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during open session by the City Secretary.

By phone: Please call 817/558-7447 ext. 2003 by 5:00 pm on or before the day of the meeting and provide your name, address, and question. The City Secretary will read all questions in the order they are received.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

C. INVOCATION

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for September 2022. (Staff Resource: M. Peacock)
2. Update on past due Solid Waste Services Accounts while changing billing procedures. (Staff Resource: M. Peacock)
3. Discussion on the request to place a digital billboard sign on city owned property located at 325 N. Broadway St. (Staff Resource: M. Peacock)
4. Discussion on the request for assistance from JCSUD regarding the placement of the main waterline from North Main to Joshua Station. (Staff Resource: M. Peacock)

E. UPDATES FROM MAYOR AND COUNCIL MEMBERS, UPDATES FROM CITY STAFF MEMBERS

Pursuant to Texas Government Code Section 551.0415, the Mayor and Members of the City Council may report on the following items of community interest, including (1) expressions of thanks, congratulations or condolences; (2) information about holiday schedules, (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving any imminent threat to public health and safety. Staff Updates will address operational issues in various City departments. No deliberation is authorized under the Texas Open Meetings Act.

F. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

The City Council invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the City Council 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. Therefore, no Council deliberation is permitted. Each person will have 3 minutes to speak.

G. CONSENT AGENDA

1. Discuss, consider, and possible action on meeting minutes of September 15, 2022. (Staff Resource: A. Holloway)

H. REGULAR AGENDA

1. Discuss, consider, and possible action on approving an Ordinance increasing the speed limit on East Fourteenth Street, between State Highway 174/Broadway and South Main Street from 20 mph to 30 mph. (Staff Resource: A. Bransom)
2. Discuss, consider, and possible action on the addition of an Ordinance for No Thru Truck Zones. (Staff Resource: A. Bransom)
3. Discuss, consider, and possible action on an Ordinance amending Chapter 2 Animal Control, Article 2.01, General Provisions; Article 2.02 Impoundment; Article 2.03 Rabies and Zoonosis Control; Article 2.05 Other Animals; and Article A3.000 Animal control Fees. (Staff Resource: A. Bransom)
4. Discuss, consider and possible action on a resolution authorizing and approving the Joshua Type A Economic Development Corporation to execute a real estate contract and any and all documents necessary to purchase an approximate 3.73 acre tract of land located behind Brookshire's Grocery at Joshua Station; and providing for an effective date. (Staff Resource: M. Peacock)
5. Discuss, consider, and possible action on the resolution approving the submission of the grant application for the ALERRT Instructors to Provide Ongoing Area Training Project. (Staff Resource: D. Gelsthorpe)
6. Discuss, consider, and possible action on the annual Johnson County Interlocal Cooperation Agreement for Dispatch Service for Budget Year 2022-23. (Staff Resource: D. Gelsthorpe)
7. Discuss, consider, and possible action on a resolution for a Bank Depository Policy. (Staff Resource: A. Holloway & M. Peacock)
8. Discuss, consider, and possible action on a resolution adopting an Investment Policy. (Staff Resource: A. Holloway & M. Peacock)
9. Discuss, consider, and possible action of adopting a Fund Balance Policy. (Staff Resource: A. Holloway & M. Peacock)
10. Discuss, consider, and possible action on development agreements between the City of Joshua and property owners of parcels located on CR 705, CR 805, Wilson St, Ranch Rd, and Red Bird Ln;

authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway & M. Peacock)

I. STAFF REPORT- SEPTEMBER 2022

- [1.](#) Police Department
- [2.](#) Fire Department
- [3.](#) Municipal Court
- [4.](#) Parks Department
- [5.](#) Development Services Department
- [6.](#) Utility Department
- [7.](#) Public Works
- [8.](#) City Secretary

J. FUTURE AGENDA ITEMS/REQUESTS BY COUNCIL MEMBERS TO BE ON THE NEXT AGENDA

Councilmembers shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that is not posted. However, any Councilmember may state an issue and request to place the item on a future agenda.

K. ADJOURNMENT

The City Council 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, including 551.071 (private consultation with the attorney for the City); 551.072 (discussing purchase, exchange, lease or value of real property); 551.074 (discussing personnel or to hear complaints against personnel); and 551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers 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. 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 817/558-7447.

CERTIFICATE:

I hereby certify that the above agenda was posted on or before the October 14, 2022, by 1:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary

City of Joshua
Financial Statement
As of September 30, 2022

10/4/2022 12:00 PM **Item 1.**

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Tax Revenue	115,245.35	97,272.39	17,972.96	4,398,452.71	4,294,980.00	102.41%	(103,472.71)
Charges for Services	46,950.06	42,706.43	4,243.63	537,209.96	511,000.00	105.13%	(26,209.96)
Licenses, Permits & Fees	34,918.93	79,168.98	(44,250.05)	973,646.33	915,815.00	106.31%	(57,831.33)
Grants & Contributions	100.00	395.32	(295.32)	5,452.84	3,600.00	151.47%	(1,852.84)
Intergovernmental Revenues	1,005,640.52	13,906.26	991,734.26	1,116,076.75	166,370.00	670.84%	(949,706.75)
Investment Earnings	704.85	251.10	453.75	1,343.17	3,000.00	44.77%	1,656.83
Miscellaneous	3,345.75	4,185.00	(839.25)	180,207.64	50,000.00	360.42%	(130,207.64)
Transfers In	434,165.00	152,633.37	281,531.63	438,337.70	782,200.00	56.04%	343,862.30
Revenue Totals	<u>1,641,070.46</u>	<u>390,518.85</u>	<u>1,250,551.61</u>	<u>7,650,727.10</u>	<u>6,726,965.00</u>	<u>113.73%</u>	<u>(923,762.10)</u>
Expense Summary							
Contract & Professional Services	57,455.64	70,788.36	(13,332.72)	911,885.83	1,052,635.00	86.63%	140,749.17
Utilities	19,823.46	14,183.75	5,639.71	197,398.54	249,490.00	79.12%	52,091.46
Community Events	280.73	1,714.29	(1,433.56)	18,772.82	37,000.00	50.74%	18,227.18
Miscellaneous	47,233.72	25,043.05	22,190.67	484,042.89	311,869.00	155.21%	(172,173.89)
Personnel	265,184.81	308,685.24	(43,500.43)	3,401,862.73	3,856,875.00	88.20%	455,012.27
Debt Service	9,354.25	11,734.24	(2,379.99)	73,943.84	144,810.00	51.06%	70,866.16
Supplies	48,195.20	97,166.40	(48,971.20)	948,073.94	984,620.00	96.29%	36,546.06
Repair & Maintenance	37,523.68	44,429.10	(6,905.42)	404,118.27	476,155.00	84.87%	72,036.73
Capital Outlay	0.00	3,417.06	(3,417.06)	185,953.40	161,185.00	115.37%	(24,768.40)
Expense Totals	<u>485,051.49</u>	<u>577,161.49</u>	<u>(92,110.00)</u>	<u>6,626,052.26</u>	<u>7,274,639.00</u>	<u>91.08%</u>	<u>648,586.74</u>

City of Joshua
Financial Statement
As of September 30, 2022

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100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Tax Revenue							
100-4000 GF Property Tax	2,852.02	9,198.71	(6,346.69)	2,637,271.44	2,874,580.00	91.74%	237,308.56
100-4001 GF Property Tax Penalty	283.11	920.70	(637.59)	13,268.06	11,000.00	120.62%	(2,268.06)
100-4002 GF Prop Tax Interest Income	528.66	625.00	(96.34)	7,056.12	7,500.00	94.08%	443.88
100-4003 City Sales Taxes	107,005.40	83,700.00	23,305.40	1,349,134.40	1,000,000.00	134.91%	(349,134.40)
100-4005 Mixed Beverage Tax	1,129.32	870.48	258.84	11,333.37	10,400.00	108.97%	(933.37)
100-4006 Franchise Taxes	3,446.84	1,957.50	1,489.34	380,389.32	391,500.00	97.16%	11,110.68
Tax Revenue Totals	115,245.35	97,272.39	17,972.96	4,398,452.71	4,294,980.00	102.41%	(103,472.71)
Charges for Services							
100-4008 ESD Contract Fee	13,000.00	12,994.80	5.20	156,000.00	156,000.00	100.00%	0.00
100-4008 ESD Fuel Stipend	2,080.00	0.00	2,080.00	9,360.00	0.00	0.00%	(9,360.00)
100-4008 ESD Pers Stipend	1,040.00	0.00	1,040.00	4,680.00	0.00	0.00%	(4,680.00)
100-4008 ESD Incentive	1,356.84	416.63	940.21	16,267.15	5,000.00	325.34%	(11,267.15)
100-4108 Trash Collection Service Charges	29,473.22	29,295.00	178.22	350,902.81	350,000.00	100.26%	(902.81)
Charges for Services Totals	46,950.06	42,706.43	4,243.63	537,209.96	511,000.00	105.13%	(26,209.96)
Licenses, Permits & Fees							
100-4100 Permits/Fees	9,413.42	54,405.00	(44,991.58)	524,357.41	650,000.00	80.67%	125,642.59
100-4101 Fines/Court Fees	14,328.01	22,605.36	(8,277.35)	196,527.08	210,000.00	93.58%	13,472.92
100-4102 Rabies Vouchers	80.00	83.70	(3.70)	1,889.50	1,000.00	188.95%	(889.50)
100-4105 Gas Well Fees	0.00	0.00	0.00	26,600.00	30,000.00	88.67%	3,400.00
100-4106 Development	9,186.75	0.00	9,186.75	198,858.95	0.00	0.00%	(198,858.95)
100-4109 Utility Penalties	0.00	468.72	(468.72)	0.00	5,600.00	0.00%	5,600.00
100-4110 Utility Admin Fee	1,176.14	1,106.20	69.94	13,999.31	13,215.00	105.93%	(784.31)
100-4115 Local Truancy and Prevention	480.04	500.00	(19.96)	8,980.92	6,000.00	149.68%	(2,980.92)
100-4116 Municipal Jury Fund	9.57	0.00	9.57	179.47	0.00	0.00%	(179.47)

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100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Licenses, Permits & Fees							
100-4117 Time Payment Reimbursement	245.00	0.00	245.00	2,253.69	0.00	0.00%	(2,253.69)
Licenses, Permits & Fees Totals	34,918.93	79,168.98	(44,250.05)	973,646.33	915,815.00	106.31%	(57,831.33)
Grants & Contributions							
100-4200 Fire Department Donations	0.00	41.63	(41.63)	500.00	500.00	100.00%	0.00
100-4201 Animal Shelter Donations	100.00	270.21	(170.21)	3,152.84	2,100.00	150.14%	(1,052.84)
100-4202 Police Department Donations	0.00	41.63	(41.63)	0.00	500.00	0.00%	500.00
100-4203 General Fund Donations	0.00	41.85	(41.85)	1,800.00	500.00	360.00%	(1,300.00)
Grants & Contributions Totals	100.00	395.32	(295.32)	5,452.84	3,600.00	151.47%	(1,852.84)
Intergovernmental Revenues							
100-4401 Fire Department Grants	0.00	9,614.63	(9,614.63)	107,298.84	114,870.00	93.41%	7,571.16
100-4404 LEOSE/Continuing Education	0.00	125.00	(125.00)	1,153.85	1,500.00	76.92%	346.15
100-4407 CARES Funding	1,005,640.52	4,166.63	1,001,473.89	1,007,624.06	50,000.00	2015.25%	(957,624.06)
Intergovernmental Revenues Totals	1,005,640.52	13,906.26	991,734.26	1,116,076.75	166,370.00	670.84%	(949,706.75)
Investment Earnings							
100-4600 Interest Income	704.85	251.10	453.75	1,343.17	3,000.00	44.77%	1,656.83
Investment Earnings Totals	704.85	251.10	453.75	1,343.17	3,000.00	44.77%	1,656.83
Miscellaneous							
100-4901 Misc. Revenue	3,345.75	4,185.00	(839.25)	180,207.64	50,000.00	360.42%	(130,207.64)
Miscellaneous Totals	3,345.75	4,185.00	(839.25)	180,207.64	50,000.00	360.42%	(130,207.64)
Transfers In							
100-4917 Transfer from Type A EDC	55,000.00	27,500.00	27,500.00	55,000.00	55,000.00	100.00%	0.00
100-4918 Transfer from Type B EDC	379,165.00	96,800.00	282,365.00	383,337.70	387,200.00	99.00%	3,862.30
100-4919 Transfer From Capital Imprvmnt	0.00	28,333.37	(28,333.37)	0.00	340,000.00	0.00%	340,000.00

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100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Transfers In							
Transfers In Totals	434,165.00	152,633.37	281,531.63	438,337.70	782,200.00	56.04%	343,862.30
Revenue Totals	1,641,070.46	390,518.85	1,250,551.61	7,650,727.10	6,726,965.00	113.73%	(923,762.10)

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100 - General Fund Community Service	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Community Events	280.73	1,714.29	(1,433.56)	18,772.82	37,000.00	50.74%	18,227.18
Contract & Professional Services	27,968.33	27,537.30	431.03	330,555.09	329,000.00	100.47%	(1,555.09)
Miscellaneous	32,886.88	7,342.47	25,544.41	75,090.42	80,715.00	93.03%	5,624.58
Utilities	4,501.40	3,431.70	1,069.70	48,036.19	41,000.00	117.16%	(7,036.19)
Community Service Totals	<u>65,637.34</u>	<u>40,025.76</u>	<u>25,611.58</u>	<u>472,454.52</u>	<u>487,715.00</u>	<u>96.87%</u>	<u>15,260.48</u>

100 - General Fund General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	5,874.05	15,894.96	(10,020.91)	98,453.12	114,750.00	85.80%	16,296.88
Debt Service	0.00	0.00	0.00	3,050.00	4,000.00	76.25%	950.00
Miscellaneous	8,587.45	13,449.13	(4,861.68)	362,523.86	183,804.00	197.23%	(178,719.86)
Personnel	468.91	100.00	368.91	4,887.38	4,200.00	116.37%	(687.38)
General Non-Departmental Totals	<u>14,930.41</u>	<u>29,444.09</u>	<u>(14,513.68)</u>	<u>468,914.36</u>	<u>306,754.00</u>	<u>152.86%</u>	<u>(162,160.36)</u>

100 - General Fund Mayor & Council	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	0.00	0.00	0.00	1,293.80	2,000.00	64.69%	706.20
Supplies	165.11	254.90	(89.79)	3,400.22	3,050.00	111.48%	(350.22)
Mayor & Council Totals	<u>165.11</u>	<u>254.90</u>	<u>(89.79)</u>	<u>4,694.02</u>	<u>5,050.00</u>	<u>92.95%</u>	<u>355.98</u>

100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	10,750.00	939.18	9,810.82	129,457.91	176,340.00	73.41%	46,882.09
Miscellaneous	2,887.29	958.92	1,928.37	13,004.08	11,500.00	113.08%	(1,504.08)

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Personnel	45,278.20	52,222.41	(6,944.21)	591,645.37	651,990.00	90.74%	60,344.63
Repair & Maintenance	1,675.93	2,575.46	(899.53)	30,839.93	30,770.00	100.23%	(69.93)
Supplies	2,927.07	3,228.10	(301.03)	33,010.88	44,570.00	74.07%	11,559.12
Utilities	1,552.25	2,725.13	(1,172.88)	22,277.56	32,570.00	68.40%	10,292.44
Administration Totals	<u>65,070.74</u>	<u>62,649.20</u>	<u>2,421.54</u>	<u>820,235.73</u>	<u>947,740.00</u>	<u>86.55%</u>	<u>127,504.27</u>

100 - General Fund Police Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	1,416.63	(1,416.63)	25,578.82	33,400.00	76.58%	7,821.18
Contract & Professional Services	2,329.79	1,747.70	582.09	114,932.00	136,880.00	83.97%	21,948.00
Debt Service	4,597.71	1,570.00	3,027.71	28,332.43	18,840.00	150.38%	(9,492.43)
Miscellaneous	0.00	33.37	(33.37)	56.00	400.00	14.00%	344.00
Personnel	87,909.35	121,045.36	(33,136.01)	1,274,611.94	1,480,810.00	86.08%	206,198.06
Repair & Maintenance	4,204.25	7,707.02	(3,502.77)	73,933.70	73,000.00	101.28%	(933.70)
Supplies	1,637.93	3,187.05	(1,549.12)	34,054.29	32,250.00	105.59%	(1,804.29)
Utilities	1,175.29	2,008.80	(833.51)	15,615.19	24,000.00	65.06%	8,384.81
Police Department Totals	<u>101,854.32</u>	<u>138,715.93</u>	<u>(36,861.61)</u>	<u>1,567,114.37</u>	<u>1,799,580.00</u>	<u>87.08%</u>	<u>232,465.63</u>

100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	103,876.58	103,885.00	99.99%	8.42
Contract & Professional Services	160.00	1,694.11	(1,534.11)	13,168.80	20,240.00	65.06%	7,071.20
Debt Service	2,124.13	3,671.25	(1,547.12)	20,016.56	44,055.00	45.44%	24,038.44
Miscellaneous	0.00	833.37	(833.37)	10,866.48	10,000.00	108.66%	(866.48)
Personnel	28,731.50	27,843.11	888.39	295,679.15	364,510.00	81.12%	68,830.85
Repair & Maintenance	4,410.59	10,127.76	(5,717.17)	96,549.41	99,800.00	96.74%	3,250.59
Supplies	35,547.21	79,519.12	(43,971.91)	746,563.17	773,355.00	96.54%	26,791.83
Utilities	351.25	644.49	(293.24)	4,536.10	7,700.00	58.91%	3,163.90

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Public Works Totals	71,324.68	124,333.21	(53,008.53)	1,291,256.25	1,423,545.00	90.71%	132,288.75
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100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	580.00	2,955.04	(2,375.04)	27,224.58	35,420.00	76.86%	8,195.42
Miscellaneous	58.28	83.70	(25.42)	582.80	1,000.00	58.28%	417.20
Personnel	4,875.64	5,677.94	(802.30)	67,463.36	71,046.00	94.96%	3,582.64
Repair & Maintenance	83.40	167.40	(84.00)	1,858.60	2,000.00	92.93%	141.40
Supplies	62.50	154.90	(92.40)	1,404.83	1,850.00	75.94%	445.17
Municipal Court Totals	5,659.82	9,038.98	(3,379.16)	98,534.17	111,316.00	88.52%	12,781.83

100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	7,717.13	15,715.75	(7,998.62)	153,274.22	188,545.00	81.29%	35,270.78
Debt Service	1,279.44	472.12	807.32	10,966.56	5,665.00	193.58%	(5,301.56)
Personnel	21,153.06	20,939.72	213.34	260,296.02	265,955.00	97.87%	5,658.98
Repair & Maintenance	425.00	2,017.40	(1,592.40)	4,815.13	24,200.00	19.90%	19,384.87
Supplies	222.50	435.24	(212.74)	7,167.88	5,200.00	137.84%	(1,967.88)
Utilities	346.35	443.05	(96.70)	2,727.69	5,310.00	51.37%	2,582.31
Development Services Totals	31,143.48	40,023.28	(8,879.80)	439,247.50	494,875.00	88.76%	55,627.50

100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	463.34	757.09	(293.75)	9,443.61	9,060.00	104.23%	(383.61)
Personnel	12,291.92	10,835.28	1,456.64	145,956.47	138,064.00	105.72%	(7,892.47)
Repair & Maintenance	1,460.78	10,550.16	(9,089.38)	56,470.39	126,055.00	44.80%	69,584.61
Supplies	885.74	1,537.80	(652.06)	16,121.06	18,370.00	87.76%	2,248.94

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Utilities	1,260.03	1,355.94	(95.91)	12,445.15	16,200.00	76.82%	3,754.85
Animal Control Totals	<u>16,361.81</u>	<u>25,036.27</u>	<u>(8,674.46)</u>	<u>240,436.68</u>	<u>307,749.00</u>	<u>78.13%</u>	<u>67,312.32</u>

100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	15,750.00	0.00	0.00%	(15,750.00)
Contract & Professional Services	1,453.00	2,979.83	(1,526.83)	29,141.88	35,600.00	81.86%	6,458.12
Debt Service	0.00	6,020.87	(6,020.87)	0.00	72,250.00	0.00%	72,250.00
Miscellaneous	2,813.82	2,300.46	513.36	21,919.25	23,950.00	91.52%	2,030.75
Personnel	35,091.85	44,499.01	(9,407.16)	460,243.97	579,530.00	79.42%	119,286.03
Repair & Maintenance	24,196.91	9,296.52	14,900.39	123,128.20	96,580.00	127.49%	(26,548.20)
Supplies	4,747.17	6,560.75	(1,813.58)	59,163.59	78,575.00	75.30%	19,411.41
Utilities	3,706.51	2,879.28	827.23	38,492.06	34,400.00	111.90%	(4,092.06)
Fire Department Totals	<u>72,009.26</u>	<u>74,536.72</u>	<u>(2,527.46)</u>	<u>747,838.95</u>	<u>920,885.00</u>	<u>81.21%</u>	<u>173,046.05</u>

100 - General Fund Park Maintenance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	2,000.43	(2,000.43)	40,748.00	23,900.00	170.49%	(16,848.00)
Contract & Professional Services	160.00	170.77	(10.77)	1,978.37	2,040.00	96.98%	61.63
Debt Service	1,352.97	0.00	1,352.97	11,578.29	0.00	0.00%	(11,578.29)
Personnel	22,783.93	16,257.20	6,526.73	206,744.28	189,730.00	108.97%	(17,014.28)
Repair & Maintenance	1,066.82	1,987.38	(920.56)	16,522.91	23,750.00	69.57%	7,227.09
Supplies	1,999.97	1,205.28	794.69	41,727.44	14,400.00	289.77%	(27,327.44)
Utilities	6,907.30	630.36	6,276.94	52,968.56	87,530.00	60.51%	34,561.44
Park Maintenance Totals	<u>34,270.99</u>	<u>22,251.42</u>	<u>12,019.57</u>	<u>372,267.85</u>	<u>341,350.00</u>	<u>109.06%</u>	<u>(30,917.85)</u>

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100 - General Fund Fire Marshal	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	0.00	396.63	(396.63)	4,256.25	4,760.00	89.42%	503.75
Miscellaneous	0.00	41.63	(41.63)	0.00	500.00	0.00%	500.00
Personnel	6,600.45	9,265.21	(2,664.76)	93,040.99	109,040.00	85.33%	15,999.01
Supplies	0.00	1,083.26	(1,083.26)	5,460.58	13,000.00	42.00%	7,539.42
Utilities	23.08	65.00	(41.92)	300.04	780.00	38.47%	479.96
Fire Marshal Totals	<u>6,623.53</u>	<u>10,851.73</u>	<u>(4,228.20)</u>	<u>103,057.86</u>	<u>128,080.00</u>	<u>80.46%</u>	<u>25,022.14</u>
Expense Total	<u><u>485,051.49</u></u>	<u><u>577,161.49</u></u>	<u><u>(92,110.00)</u></u>	<u><u>6,626,052.26</u></u>	<u><u>7,274,639.00</u></u>	<u><u>91.08%</u></u>	<u><u>648,586.74</u></u>

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100 - General Fund Community Service	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-01-5404 CS Solid Waste Services	27,968.33	27,537.30	431.03	330,555.09	329,000.00	100.47%	(1,555.09)
100-01-5711 CS Street Lights	4,501.40	3,431.70	1,069.70	48,036.19	41,000.00	117.16%	(7,036.19)
100-01-5800 CS Holiday Events	280.73	1,714.29	(1,433.56)	18,772.82	37,000.00	50.74%	18,227.18
100-01-5900 CS Library Operating	1,775.00	1,772.12	2.88	23,075.00	21,265.00	108.51%	(1,810.00)
100-01-5902 CS Cle-Tran	0.00	0.00	0.00	0.00	6,600.00	0.00%	6,600.00
100-01-5903 CS Clean-Up And Recycling	0.00	0.00	0.00	8,883.12	7,500.00	118.44%	(1,383.12)
100-01-5905 CS Quarterly City Newsletter	1,111.88	1,255.50	(143.62)	13,132.30	15,000.00	87.55%	1,867.70
100-01-5906 CS Crud Cruiser	0.00	29.13	(29.13)	0.00	350.00	0.00%	350.00
100-01-5945 CS COVID-19	30,000.00	4,285.72	25,714.28	30,000.00	30,000.00	100.00%	0.00
Community Service Totals	<u>65,637.34</u>	<u>40,025.76</u>	<u>25,611.58</u>	<u>472,454.52</u>	<u>487,715.00</u>	<u>96.87%</u>	<u>15,260.48</u>

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100 - General Fund General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-02-5150 ND Training & Travel	0.00	100.00	(100.00)	345.35	1,200.00	28.78%	854.65
100-02-5160 ND Dues & Subscriptions	468.91	0.00	468.91	4,542.03	3,000.00	151.40%	(1,542.03)
100-02-5402 ND Legal Services	5,814.05	4,603.50	1,210.55	41,484.27	55,000.00	75.43%	13,515.73
100-02-5403 ND Ordinance Codification	60.00	891.46	(831.46)	6,565.00	10,650.00	61.64%	4,085.00
100-02-5420 ND Central Appraisal District	0.00	10,150.00	(10,150.00)	42,548.05	40,600.00	104.80%	(1,948.05)
100-02-5421 ND County Assessor -	0.00	0.00	0.00	5,164.80	5,500.00	93.91%	335.20
100-02-5500 ND Debt Service & Reports	0.00	0.00	0.00	3,050.00	4,000.00	76.25%	950.00
100-02-5840 ND 380 Agreement Expenses	0.00	2,133.43	(2,133.43)	12,669.66	14,934.00	84.84%	2,264.34
100-02-5865 ND TIF1 Expenses	0.00	0.00	0.00	82,157.42	0.00	0.00%	(82,157.42)
100-02-5940 ND Liability Insurance	0.00	0.00	0.00	29,508.66	37,045.00	79.66%	7,536.34
100-02-5941 ND Property Insurance	0.00	0.00	0.00	29,247.00	20,680.00	141.43%	(8,567.00)
100-02-5942 ND Unrestricted Reserves	0.00	1,250.00	(1,250.00)	20,498.63	15,000.00	136.66%	(5,498.63)
100-02-5943 ND Technology	8,587.45	9,565.70	(978.25)	122,641.69	90,145.00	136.05%	(32,496.69)
100-02-5944 ND Website Maintenance	0.00	250.00	(250.00)	2,691.00	3,000.00	89.70%	309.00
100-02-5945 ND COVID-19	0.00	0.00	0.00	65,550.00	0.00	0.00%	(65,550.00)
100-02-5946 ND Records Retention	0.00	500.00	(500.00)	250.80	6,000.00	4.18%	5,749.20
General Non-Departmental Totals	14,930.41	29,444.09	(14,513.68)	468,914.36	306,754.00	152.86%	(162,160.36)

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100 - General Fund Mayor & Council	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-03-5150 M/C Training & Travel	0.00	0.00	0.00	1,293.80	2,000.00	64.69%	706.20
100-03-5213 M/C Uniforms	0.00	87.50	(87.50)	1,579.17	1,050.00	150.40%	(529.17)
100-03-5220 M/C Office Supplies	125.67	41.85	83.82	1,432.69	500.00	286.54%	(932.69)
100-03-5262 M/C Events & Awards	39.44	125.55	(86.11)	388.36	1,500.00	25.89%	1,111.64
Mayor & Council Totals	165.11	254.90	(89.79)	4,694.02	5,050.00	92.95%	355.98

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100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-04-5110 AD Salaries	38,406.06	40,269.36	(1,863.30)	495,294.37	500,050.00	99.05%	4,755.63
100-04-5112 AD Worker's Comp	0.00	0.00	0.00	1,302.34	1,375.00	94.72%	72.66
100-04-5117 AD Longevity Pay	0.00	0.00	0.00	2,460.00	2,460.00	100.00%	0.00
100-04-5120 AD Payroll Taxes	542.84	645.96	(103.12)	7,312.17	8,400.00	87.05%	1,087.83
100-04-5130 AD Benefits	2,988.93	7,681.65	(4,692.72)	45,911.80	91,775.00	50.03%	45,863.20
100-04-5140 AD TMRS	2,351.12	2,224.77	126.35	30,185.95	28,930.00	104.34%	(1,255.95)
100-04-5150 AD Training & Travel	0.00	357.50	(357.50)	2,127.50	6,500.00	32.73%	4,372.50
100-04-5160 AD Dues & Memberships	156.00	359.91	(203.91)	3,612.18	4,300.00	84.00%	687.82
100-04-5161 AD Surety Bonds	0.00	16.63	(16.63)	100.00	200.00	50.00%	100.00
100-04-5190 AD Human Resources	833.25	666.63	166.62	3,339.06	8,000.00	41.74%	4,660.94
100-04-5212 AD Reference Materials	0.00	41.85	(41.85)	99.95	500.00	19.99%	400.05
100-04-5213 AD Uniforms	0.00	83.37	(83.37)	1,269.65	1,000.00	126.97%	(269.65)
100-04-5220 AD Office Supplies	710.38	418.50	291.88	4,928.97	5,000.00	98.58%	71.03
100-04-5221 AD Printing	0.00	119.30	(119.30)	1,561.21	1,425.00	109.56%	(136.21)
100-04-5222 AD Postage	166.70	148.65	18.05	1,647.55	1,775.00	92.82%	127.45
100-04-5240 AD Election Expenses	0.00	0.00	0.00	2,919.53	6,000.00	48.66%	3,080.47
100-04-5250 AD Office Equip & Furniture	2,049.99	2,416.43	(366.44)	20,584.02	28,870.00	71.30%	8,285.98
100-04-5330 AD Building R & M	1,023.93	1,674.00	(650.07)	20,114.91	20,000.00	100.57%	(114.91)
100-04-5350 AD Office Equipment R & M	652.00	901.46	(249.46)	10,725.02	10,770.00	99.58%	44.98
100-04-5402 AD IT Services	800.00	939.18	(139.18)	10,210.18	11,220.00	91.00%	1,009.82
100-04-5403 AD Accounting & Audit	9,750.00	0.00	9,750.00	38,625.00	26,000.00	148.56%	(12,625.00)
100-04-5404 AD Contract Services	200.00	0.00	200.00	68,521.82	127,200.00	53.87%	58,678.18
100-04-5410 AD Software Maintenance	0.00	0.00	0.00	12,100.91	11,920.00	101.52%	(180.91)
100-04-5710 AD Utilities	1,403.87	2,511.00	(1,107.13)	19,477.16	30,000.00	64.92%	10,522.84
100-04-5750 AD Mobile Technology	148.38	214.13	(65.75)	2,800.40	2,570.00	108.96%	(230.40)
100-04-5909 AD Miscellaneous	1,575.79	125.55	1,450.24	6,672.63	1,500.00	444.84%	(5,172.63)

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100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-04-5931 AD Publishing & Filing Fees	1,311.50	833.37	478.13	6,331.45	10,000.00	63.31%	3,668.55
Administration Totals	65,070.74	62,649.20	2,421.54	820,235.73	947,740.00	86.55%	127,504.27

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100 - General Fund Police Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-05-5110 PD Salaries	73,196.27	98,223.44	(25,027.17)	1,026,604.44	1,176,855.00	87.23%	150,250.56
100-05-5111 PD Overtime	1,891.74	2,301.75	(410.01)	17,062.83	27,500.00	62.05%	10,437.17
100-05-5112 PD Worker's Comp	0.00	0.00	0.00	33,153.61	28,420.00	116.66%	(4,733.61)
100-05-5117 PD Longevity Pay	0.00	0.00	0.00	4,160.00	3,905.00	106.53%	(255.00)
100-05-5120 PD Payroll Taxes	1,055.01	1,655.80	(600.79)	15,893.26	20,215.00	78.62%	4,321.74
100-05-5130 PD Benefits	6,447.33	12,320.79	(5,873.46)	101,925.31	143,010.00	71.27%	41,084.69
100-05-5140 PD TMRS	4,582.00	5,472.22	(890.22)	62,895.16	66,215.00	94.99%	3,319.84
100-05-5150 PD Training & Travel	737.00	1,062.99	(325.99)	11,770.33	12,700.00	92.68%	929.67
100-05-5160 PD Dues/Memberships	0.00	0.00	0.00	1,047.00	1,390.00	75.32%	343.00
100-05-5161 PD Surety Bonds	0.00	8.37	(8.37)	100.00	100.00	100.00%	0.00
100-05-5180 PD Citizens Police Academy	0.00	0.00	0.00	0.00	500.00	0.00%	500.00
100-05-5213 PD Uniforms	447.93	930.78	(482.85)	10,003.15	9,000.00	111.15%	(1,003.15)
100-05-5215 PD Law Enforcement	0.00	284.58	(284.58)	3,041.11	3,400.00	89.44%	358.89
100-05-5217 PD Criminal Investigation	530.00	334.80	195.20	6,021.17	4,000.00	150.53%	(2,021.17)
100-05-5218 PD Awards	0.00	12.50	(12.50)	887.75	150.00	591.83%	(737.75)
100-05-5219 PD Public Relations	0.00	12.50	(12.50)	136.12	150.00	90.75%	13.88
100-05-5220 PD Office Supplies	491.46	234.36	257.10	2,395.05	2,800.00	85.54%	404.95
100-05-5222 PD Postage	75.56	41.63	33.93	574.48	500.00	114.90%	(74.48)
100-05-5250 PD Equipment & Furniture	92.98	167.40	(74.42)	837.46	2,000.00	41.87%	1,162.54
100-05-5260 PD Vests/Safety Equipment	0.00	1,168.50	(1,168.50)	10,158.00	10,250.00	99.10%	92.00
100-05-5310 PD Vehicle R & M	615.46	878.85	(263.39)	8,411.87	10,500.00	80.11%	2,088.13
100-05-5310 PD Fuel, Oil & Service	3,292.93	5,573.00	(2,280.07)	53,388.00	47,500.00	112.40%	(5,888.00)
100-05-5320 PD Equipment R & M	0.00	83.37	(83.37)	473.04	1,000.00	47.30%	526.96
100-05-5330 PD Building R & M	295.86	1,171.80	(875.94)	11,660.79	14,000.00	83.29%	2,339.21
100-05-5351 PD Copier/Support	440.47	552.42	(111.95)	6,424.81	6,600.00	97.35%	175.19
100-05-5402 PD IT Services	1,120.00	1,195.28	(75.28)	13,756.12	14,280.00	96.33%	523.88

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100 - General Fund Police Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-05-5404 PD Contract Services	769.32	0.00	769.32	81,090.87	91,000.00	89.11%	9,909.13
100-05-5408 PD Reporting System	0.00	0.00	0.00	13,660.20	25,000.00	54.64%	11,339.80
100-05-5600 PD Capital Outlay >\$5,000	0.00	1,416.63	(1,416.63)	15,978.00	17,000.00	93.99%	1,022.00
100-05-5601 PD Capital Outlay <\$5,000	0.00	0.00	0.00	0.00	6,800.00	0.00%	6,800.00
100-05-5605 PD Lease Payments	4,597.71	1,570.00	3,027.71	28,332.43	18,840.00	150.38%	(9,492.43)
100-05-5611 PD Principal Payments	0.00	0.00	0.00	8,920.70	8,920.00	100.01%	(0.70)
100-05-5612 PD Interest Expense	0.00	0.00	0.00	680.12	680.00	100.02%	(0.12)
100-05-5710 PD Utilities	1,025.27	1,255.50	(230.23)	11,656.34	15,000.00	77.71%	3,343.66
100-05-5750 PD Mobile Technology	150.02	753.30	(603.28)	3,958.85	9,000.00	43.99%	5,041.15
100-05-5909 PD Miscellaneous	0.00	33.37	(33.37)	56.00	400.00	14.00%	344.00
Police Department Totals	<u>101,854.32</u>	<u>138,715.93</u>	<u>(36,861.61)</u>	<u>1,567,114.37</u>	<u>1,799,580.00</u>	<u>87.08%</u>	<u>232,465.63</u>

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100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-06-5110 PW Salaries	23,865.26	21,229.33	2,635.93	231,076.30	269,845.00	85.63%	38,768.70
100-06-5111 PW Overtime	582.91	150.66	432.25	2,364.41	1,800.00	131.36%	(564.41)
100-06-5112 PW Worker's Comp	0.00	0.00	0.00	13,525.48	12,610.00	107.26%	(915.48)
100-06-5117 PW Longevity Pay	0.00	0.00	0.00	1,060.00	1,265.00	83.79%	205.00
100-06-5120 PW Payroll Taxes	490.04	431.46	58.58	5,110.68	5,610.00	91.10%	499.32
100-06-5130 PW Benefits	2,366.78	4,665.46	(2,298.68)	27,486.47	55,740.00	49.31%	28,253.53
100-06-5140 PW TMRS	1,286.51	1,241.20	45.31	13,720.81	16,140.00	85.01%	2,419.19
100-06-5150 PW Training & Travel	140.00	125.00	15.00	1,335.00	1,500.00	89.00%	165.00
100-06-5213 PW Uniforms	663.35	753.30	(89.95)	7,486.86	9,000.00	83.19%	1,513.14
100-06-5220 PW Office Supplies	34.74	25.11	9.63	134.55	300.00	44.85%	165.45
100-06-5261 PW Equipment Rental	1,815.81	83.70	1,732.11	9,768.69	1,000.00	976.87%	(8,768.69)
100-06-5270 PW Street Supplies &	33,033.31	78,657.01	(45,623.70)	729,173.07	763,055.00	95.56%	33,881.93
100-06-5310 PW Vehicle R & M	620.06	4,913.47	(4,293.41)	32,690.73	37,500.00	87.18%	4,809.27
100-06-5310 PW Fuel, Oil & Service	806.51	1,381.05	(574.54)	22,241.60	16,500.00	134.80%	(5,741.60)
100-06-5320 PW Equipment R & M	311.17	2,092.50	(1,781.33)	27,123.96	25,000.00	108.50%	(2,123.96)
100-06-5330 PW Building R & M	1,771.87	1,088.10	683.77	6,733.36	13,000.00	51.80%	6,266.64
100-06-5331 PW Sign R & M	599.00	485.46	113.54	5,929.60	5,800.00	102.23%	(129.60)
100-06-5332 PW Minor Tools	230.43	41.63	188.80	433.41	500.00	86.68%	66.59
100-06-5350 PW Office Equipment R & M	71.55	125.55	(54.00)	1,396.75	1,500.00	93.12%	103.25
100-06-5402 PW IT Services	160.00	170.77	(10.77)	1,965.16	2,040.00	96.33%	74.84
100-06-5404 PW Contract Service	0.00	1,523.34	(1,523.34)	11,203.64	18,200.00	61.56%	6,996.36
100-06-5605 PW Lease Payments	2,124.13	3,671.25	(1,547.12)	20,016.56	44,055.00	45.44%	24,038.44
100-06-5611 PW Principal Payments	0.00	0.00	0.00	94,897.35	94,980.00	99.91%	82.65
100-06-5612 PW Interest Expense	0.00	0.00	0.00	8,979.23	8,905.00	100.83%	(74.23)
100-06-5670 PW Drainage Utility	0.00	833.37	(833.37)	10,866.48	10,000.00	108.66%	(866.48)
100-06-5710 PW Building Utilities	282.01	418.50	(136.49)	3,635.98	5,000.00	72.72%	1,364.02

City of Joshua
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100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-06-5750 PW Mobile Technology	69.24	225.99	(156.75)	900.12	2,700.00	33.34%	1,799.88
Public Works Totals	<u>71,324.68</u>	<u>124,333.21</u>	<u>(53,008.53)</u>	<u>1,291,256.25</u>	<u>1,423,545.00</u>	<u>90.71%</u>	<u>132,288.75</u>

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100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-07-5110 MC Salaries	4,064.44	4,408.43	(343.99)	52,796.83	54,096.00	97.60%	1,299.17
100-07-5111 MC Overtime	0.00	50.00	(50.00)	839.10	600.00	139.85%	(239.10)
100-07-5112 MC Worker's Comp	0.00	0.00	0.00	136.48	140.00	97.49%	3.52
100-07-5117 MC Longevity Pay	0.00	0.00	0.00	1,185.00	1,185.00	100.00%	0.00
100-07-5120 MC Payroll Taxes	99.46	84.59	14.87	1,351.59	1,100.00	122.87%	(251.59)
100-07-5130 MC Benefits	464.22	715.69	(251.47)	7,297.02	8,550.00	85.35%	1,252.98
100-07-5140 MC TMRS	247.52	244.23	3.29	3,287.75	3,175.00	103.55%	(112.75)
100-07-5150 MC Training & Travel	0.00	166.63	(166.63)	414.59	2,000.00	20.73%	1,585.41
100-07-5160 MC Dues & Memberships	0.00	0.00	0.00	55.00	100.00	55.00%	45.00
100-07-5161 MC Surety Bonds	0.00	8.37	(8.37)	100.00	100.00	100.00%	0.00
100-07-5220 MC Office Supplies	0.00	16.74	(16.74)	214.47	200.00	107.24%	(14.47)
100-07-5221 MC Printing	0.00	54.46	(54.46)	288.36	650.00	44.36%	361.64
100-07-5222 MC Postage	62.50	83.70	(21.20)	902.00	1,000.00	90.20%	98.00
100-07-5350 MC Office Equipment R & M	83.40	167.40	(84.00)	1,858.60	2,000.00	92.93%	141.40
100-07-5401 MC IT Service	80.00	85.44	(5.44)	925.00	1,020.00	90.69%	95.00
100-07-5402 MC Legal Services	500.00	502.20	(2.20)	4,057.58	6,000.00	67.63%	1,942.42
100-07-5404 MC Contract Services	0.00	2,200.00	(2,200.00)	21,000.00	26,400.00	79.55%	5,400.00
100-07-5410 MC Warrant Collection Fee	0.00	167.40	(167.40)	1,242.00	2,000.00	62.10%	758.00
100-07-5910 MC Warrant Entry Fees	58.28	83.70	(25.42)	582.80	1,000.00	58.28%	417.20
Municipal Court Totals	5,659.82	9,038.98	(3,379.16)	98,534.17	111,316.00	88.52%	12,781.83

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100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-08-5110 DS Salaries	17,338.86	16,387.63	951.23	215,287.97	208,385.00	103.31%	(6,902.97)
100-08-5111 DS Overtime	0.00	41.63	(41.63)	485.84	500.00	97.17%	14.16
100-08-5112 DS Worker's Comp	0.00	0.00	0.00	1,301.94	1,015.00	128.27%	(286.94)
100-08-5117 DS Longevity Pay	0.00	0.00	0.00	960.00	855.00	112.28%	(105.00)
100-08-5120 DS Payroll Taxes	205.60	286.12	(80.52)	3,300.54	3,720.00	88.72%	419.46
100-08-5130 DS Benefits	1,584.40	2,815.69	(1,231.29)	22,755.02	33,640.00	67.64%	10,884.98
100-08-5140 DS TMRS	1,068.12	956.67	111.45	13,281.81	12,440.00	106.77%	(841.81)
100-08-5150 DS Training & Travel	956.08	401.76	554.32	2,642.40	4,800.00	55.05%	2,157.60
100-08-5160 DS Dues & Memberships	0.00	25.11	(25.11)	180.50	300.00	60.17%	119.50
100-08-5161 DS Surety Bonds	0.00	25.11	(25.11)	100.00	300.00	33.33%	200.00
100-08-5213 DS Uniforms	0.00	83.70	(83.70)	684.60	1,000.00	68.46%	315.40
100-08-5220 DS Office Supplies	0.00	75.33	(75.33)	1,349.85	900.00	149.98%	(449.85)
100-08-5221 DS Printing	0.00	125.55	(125.55)	873.85	1,500.00	58.26%	626.15
100-08-5222 DS Postage	62.11	33.48	28.63	329.69	400.00	82.42%	70.31
100-08-5250 DS Office Equip & Furniture	160.39	117.18	43.21	3,929.89	1,400.00	280.71%	(2,529.89)
100-08-5310 DS Fuel, Oil & Service	0.00	125.55	(125.55)	1,027.05	1,500.00	68.47%	472.95
100-08-5310 DS Vehicle R & M	0.00	41.85	(41.85)	95.39	500.00	19.08%	404.61
100-08-5330 DS Building R & M	425.00	1,850.00	(1,425.00)	3,692.69	22,200.00	16.63%	18,507.31
100-08-5402 DS IT Services	320.00	256.21	63.79	3,107.74	3,060.00	101.56%	(47.74)
100-08-5403 DS Permits Software	0.00	323.17	(323.17)	3,858.75	3,860.00	99.97%	1.25
100-08-5404 DS Contract Services	0.00	209.25	(209.25)	4,139.00	2,500.00	165.56%	(1,639.00)
100-08-5605 DS Lease Payments	1,279.44	472.12	807.32	10,966.56	5,665.00	193.58%	(5,301.56)
100-08-5710 DS Utilities	260.05	316.63	(56.58)	1,675.22	3,800.00	44.08%	2,124.78
100-08-5750 DS Mobile Technology	86.30	126.42	(40.12)	1,052.47	1,510.00	69.70%	457.53
100-08-5932 DS Engineering Service	4,764.63	8,030.87	(3,266.24)	98,431.23	96,370.00	102.14%	(2,061.23)
100-08-5933 DS Planning	2,632.50	4,396.25	(1,763.75)	17,737.50	52,755.00	33.62%	35,017.50

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Item 1.

100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-08-5934 DS Gas Well Inspections	0.00	2,500.00	(2,500.00)	26,000.00	30,000.00	86.67%	4,000.00
Development Services Totals	31,143.48	40,023.28	(8,879.80)	439,247.50	494,875.00	88.76%	55,627.50

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10/4/2022 12:00 PM Item 1.

100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-09-5110 AC Salaries	9,225.14	8,319.08	906.06	107,813.25	101,984.00	105.72%	(5,829.25)
100-09-5111 AC Overtime	882.59	166.63	715.96	5,862.31	2,000.00	293.12%	(3,862.31)
100-09-5112 AC Worker's Comp	0.00	0.00	0.00	4,435.43	4,075.00	108.84%	(360.43)
100-09-5117 AC Longevity Pay	0.00	0.00	0.00	995.00	995.00	100.00%	0.00
100-09-5120 AC Payroll Taxes	137.43	167.33	(29.90)	1,625.92	2,175.00	74.75%	549.08
100-09-5130 AC Benefits	1,378.38	1,472.36	(93.98)	16,061.28	17,590.00	91.31%	1,528.72
100-09-5140 AC TMRS	618.38	439.92	178.46	6,941.69	5,720.00	121.36%	(1,221.69)
100-09-5150 AC Training & Travel	0.00	261.59	(261.59)	1,871.59	3,125.00	59.89%	1,253.41
100-09-5160 AC Dues & Memberships	50.00	8.37	41.63	150.00	100.00	150.00%	(50.00)
100-09-5161 AC Surety Bonds	0.00	0.00	0.00	200.00	300.00	66.67%	100.00
100-09-5213 AC Uniforms	115.83	125.55	(9.72)	1,219.37	1,500.00	81.29%	280.63
100-09-5220 AC Office Supplies	49.95	62.83	(12.88)	859.13	750.00	114.55%	(109.13)
100-09-5222 AC Postage	133.45	46.09	87.36	823.36	550.00	149.70%	(273.36)
100-09-5250 AC Office Equip & Furniture	429.99	648.35	(218.36)	5,644.27	7,745.00	72.88%	2,100.73
100-09-5280 AC Micro Chips	0.00	133.92	(133.92)	2,206.25	1,600.00	137.89%	(606.25)
100-09-5282 AC Medical Supplies	156.52	487.58	(331.06)	5,099.03	5,825.00	87.54%	725.97
100-09-5284 AC Rabies Vouchers	0.00	33.48	(33.48)	269.65	400.00	67.41%	130.35
100-09-5310 AC Fuel, Oil & Service	0.00	167.40	(167.40)	881.48	2,000.00	44.07%	1,118.52
100-09-5310 AC Vehicle R & M	6.00	293.82	(287.82)	1,870.00	3,510.00	53.28%	1,640.00
100-09-5330 AC Building R & M	1,163.66	9,686.21	(8,522.55)	50,261.75	115,725.00	43.43%	65,463.25
100-09-5330 AC Animal Food	291.12	251.10	40.02	3,457.16	3,000.00	115.24%	(457.16)
100-09-5350 AC Office Equipment R & M	0.00	151.63	(151.63)	0.00	1,820.00	0.00%	1,820.00
100-09-5402 AC IT Services	240.00	256.21	(16.21)	2,947.74	3,060.00	96.33%	112.26
100-09-5404 AC Contract Services	148.34	209.25	(60.91)	3,906.45	2,500.00	156.26%	(1,406.45)
100-09-5408 AC Professional Services	75.00	291.63	(216.63)	2,589.42	3,500.00	73.98%	910.58
100-09-5710 AC Utilities	1,173.62	1,213.65	(40.03)	11,664.12	14,500.00	80.44%	2,835.88

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Item 1.

100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-09-5750 AC Mobile Technology	86.41	142.29	(55.88)	781.03	1,700.00	45.94%	918.97
Animal Control Totals	16,361.81	25,036.27	(8,674.46)	240,436.68	307,749.00	78.13%	67,312.32

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Item 1.

100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-5110 FD Salaries	26,822.27	24,662.03	2,160.24	312,928.71	312,125.00	100.26%	(803.71)
100-10-5111 FD Overtime	411.04	833.37	(422.33)	17,619.00	10,000.00	176.19%	(7,619.00)
100-10-5112 FD Worker's Comp	0.00	0.00	0.00	12,421.65	20,285.00	61.24%	7,863.35
100-10-5113 FD P/T Salaries	216.00	6,250.00	(6,034.00)	22,410.00	75,000.00	29.88%	52,590.00
100-10-5117 FD Longevity Pay	0.00	0.00	0.00	245.00	720.00	34.03%	475.00
100-10-5120 FD Payroll Taxes	484.60	456.07	28.53	7,136.88	5,930.00	120.35%	(1,206.88)
100-10-5130 FD Benefits	2,111.96	6,616.16	(4,504.20)	29,005.17	79,045.00	36.69%	50,039.83
100-10-5140 FD TMRS	1,617.80	1,465.40	152.40	19,853.81	19,055.00	104.19%	(798.81)
100-10-5150 FD Training & Travel	405.18	1,171.80	(766.62)	3,782.93	14,000.00	27.02%	10,217.07
100-10-5160 FD Dues & Memberships	70.00	323.93	(253.93)	3,640.11	3,870.00	94.06%	229.89
100-10-5180 FD Incentive	2,953.00	2,343.60	609.40	23,806.21	28,000.00	85.02%	4,193.79
100-10-5181 FD Staff Immunizations,	0.00	376.65	(376.65)	2,486.50	4,500.00	55.26%	2,013.50
100-10-5182 FD Insurance (VFIS)	0.00	0.00	0.00	4,908.00	7,000.00	70.11%	2,092.00
100-10-5213 FD Uniforms	54.78	502.20	(447.42)	7,550.08	6,000.00	125.83%	(1,550.08)
100-10-5218 FD Awards	458.00	125.00	333.00	1,644.63	1,500.00	109.64%	(144.63)
100-10-5220 FD Office Supplies	206.75	125.55	81.20	2,358.69	1,500.00	157.25%	(858.69)
100-10-5222 FD Postage	59.31	25.11	34.20	632.65	300.00	210.88%	(332.65)
100-10-5262 FD Equipment	0.00	2,606.25	(2,606.25)	17,318.44	31,275.00	55.37%	13,956.56
100-10-5264 FD Radios & Mics	0.00	83.37	(83.37)	553.87	1,000.00	55.39%	446.13
100-10-5290 FD Fire Fighting Supplies &	3,943.35	585.90	3,357.45	8,184.74	7,000.00	116.92%	(1,184.74)
100-10-5291 FD EMS Supplies	24.98	833.37	(808.39)	8,094.58	10,000.00	80.95%	1,905.42
100-10-5293 FD Personal Protective Equip	0.00	1,674.00	(1,674.00)	12,825.91	20,000.00	64.13%	7,174.09
100-10-5310 FD Fuel, Oil & Service	1,203.84	1,361.55	(157.71)	19,179.97	14,500.00	132.28%	(4,679.97)
100-10-5310 FD Vehicle R & M	10,675.89	4,412.83	6,263.06	46,340.93	40,000.00	115.85%	(6,340.93)
100-10-5320 FD Equipment R & M	0.00	1,171.80	(1,171.80)	3,407.73	14,000.00	24.34%	10,592.27
100-10-5330 FD Building R & M	12,146.99	1,848.14	10,298.85	41,762.29	22,080.00	189.14%	(19,682.29)

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Item 1.

100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-5350 FD Office Equipment R & M	170.19	502.20	(332.01)	12,437.28	6,000.00	207.29%	(6,437.28)
100-10-5402 FD IT Services	880.00	939.18	(59.18)	10,808.38	11,220.00	96.33%	411.62
100-10-5404 FD Contract Services	573.00	2,040.65	(1,467.65)	18,333.50	24,380.00	75.20%	6,046.50
100-10-5600 FD Capital Outlay >\$5,000	0.00	0.00	0.00	15,750.00	0.00	0.00%	(15,750.00)
100-10-5605 FD Lease Payments	0.00	6,020.87	(6,020.87)	0.00	72,250.00	0.00%	72,250.00
100-10-5710 FD Utilities	3,190.31	2,385.45	804.86	32,756.84	28,500.00	114.94%	(4,256.84)
100-10-5750 FD Mobile Technology	516.20	493.83	22.37	5,735.22	5,900.00	97.21%	164.78
100-10-5908 FD Emergency Management	2,759.24	2,258.61	500.63	21,126.58	23,450.00	90.09%	2,323.42
100-10-5909 FD Miscellaneous	54.58	41.85	12.73	792.67	500.00	158.53%	(292.67)
Fire Department Totals	72,009.26	74,536.72	(2,527.46)	747,838.95	920,885.00	81.21%	173,046.05

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100 - General Fund Park Maintenance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-11-5110 PK Salaries	18,608.80	11,871.61	6,737.19	164,028.33	139,245.00	117.80%	(24,783.33)
100-11-5111 PK Overtime	215.64	428.58	(212.94)	3,822.29	3,000.00	127.41%	(822.29)
100-11-5112 PK Worker's Comp	0.00	219.13	(219.13)	2,799.07	2,630.00	106.43%	(169.07)
100-11-5117 PK Longevity Pay	0.00	45.38	(45.38)	545.00	545.00	100.00%	0.00
100-11-5120 PK Payroll Taxes	127.73	531.25	(403.52)	1,157.65	6,375.00	18.16%	5,217.35
100-11-5130 PK Benefits	2,527.08	2,468.75	58.33	23,686.61	29,625.00	79.95%	5,938.39
100-11-5140 PK TMRS	1,164.68	692.50	472.18	10,565.33	8,310.00	127.14%	(2,255.33)
100-11-5150 PK Training & Travel	140.00	0.00	140.00	140.00	0.00	0.00%	(140.00)
100-11-5213 PK Uniforms	0.00	188.38	(188.38)	2,138.97	2,250.00	95.07%	111.03
100-11-5220 PK Office Supplies	74.40	12.50	61.90	275.32	150.00	183.55%	(125.32)
100-11-5270 PK Park Supplies & Materials	1,925.57	1,004.40	921.17	39,313.15	12,000.00	327.61%	(27,313.15)
100-11-5275 PK Field Supplies & Materials	321.34	334.80	(13.46)	430.04	4,000.00	10.75%	3,569.96
100-11-5310 PK Fuel, Oil & Service	559.35	209.25	350.10	3,412.96	2,500.00	136.52%	(912.96)
100-11-5310 PK Vehicle R & M	6.00	83.70	(77.70)	2,948.43	1,000.00	294.84%	(1,948.43)
100-11-5320 PK Equipment R & M	108.43	125.00	(16.57)	1,500.55	1,500.00	100.04%	(0.55)
100-11-5330 PK Building R & M	0.00	502.20	(502.20)	6,308.67	6,000.00	105.14%	(308.67)
100-11-5331 PK Minor Tools	0.00	20.98	(20.98)	113.10	250.00	45.24%	136.90
100-11-5335 PK Dept Building R & M	0.00	83.70	(83.70)	1,254.09	1,000.00	125.41%	(254.09)
100-11-5340 PK Irrigation R & M	71.70	627.75	(556.05)	555.07	7,500.00	7.40%	6,944.93
100-11-5402 PK IT Services	160.00	170.77	(10.77)	1,965.16	2,040.00	96.33%	74.84
100-11-5404 PK Contract Services	0.00	0.00	0.00	13.21	0.00	0.00%	(13.21)
100-11-5600 PK Capital Outlay >\$5,000	0.00	2,000.43	(2,000.43)	40,748.00	23,900.00	170.49%	(16,848.00)
100-11-5605 PK Lease Payments	1,352.97	0.00	1,352.97	11,578.29	0.00	0.00%	(11,578.29)
100-11-5710 PK Dept Utilities	475.58	502.20	(26.62)	4,635.05	6,000.00	77.25%	1,364.95
100-11-5715 PK Park Utilities	6,391.47	0.00	6,391.47	47,766.86	80,000.00	59.71%	32,233.14
100-11-5720 PK Gas	0.00	50.22	(50.22)	0.00	600.00	0.00%	600.00

City of Joshua
Financial Statement
As of September 30, 2022

100 - General Fund Park Maintenance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-11-5750 PK Mobile Technology	40.25	77.94	(37.69)	566.65	930.00	60.93%	363.35
Park Maintenance Totals	34,270.99	22,251.42	12,019.57	372,267.85	341,350.00	109.06%	(30,917.85)

City of Joshua
Financial Statement
As of September 30, 2022

10/4/2022 12:00 PM Item 1.

100 - General Fund Fire Marshal	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-12-5110 FM Salaries	5,783.47	6,694.83	(911.36)	76,585.68	78,195.00	97.94%	1,609.32
100-12-5111 FM Overtime	0.00	166.63	(166.63)	340.56	2,000.00	17.03%	1,659.44
100-12-5112 FM Worker's Comp	0.00	325.38	(325.38)	3,905.00	3,905.00	100.00%	0.00
100-12-5117 FM Longevity Pay	0.00	39.62	(39.62)	475.00	475.00	100.00%	0.00
100-12-5120 FM Payroll Taxes	0.00	125.38	(125.38)	(202.38)	1,505.00	(13.45%)	1,707.38
100-12-5130 FM Benefits	451.88	1,008.37	(556.49)	6,536.63	12,100.00	54.02%	5,563.37
100-12-5140 FM TMRS	365.10	394.13	(29.03)	4,783.12	4,730.00	101.12%	(53.12)
100-12-5150 FM Training & Travel	0.00	333.37	(333.37)	455.38	4,000.00	11.38%	3,544.62
100-12-5160 FM Dues & Subscriptions	0.00	177.50	(177.50)	162.00	2,130.00	7.61%	1,968.00
100-12-5215 FM Law Enforcement	0.00	416.63	(416.63)	4,234.46	5,000.00	84.69%	765.54
100-12-5217 FM Fire Investigations	0.00	83.37	(83.37)	0.00	1,000.00	0.00%	1,000.00
100-12-5285 FM Code Enforcement	0.00	416.63	(416.63)	1,051.12	5,000.00	21.02%	3,948.88
100-12-5296 FM Fire Prevention Program	0.00	166.63	(166.63)	175.00	2,000.00	8.75%	1,825.00
100-12-5403 FM Code Enforcement	0.00	230.00	(230.00)	2,756.25	2,760.00	99.86%	3.75
100-12-5406 FM Nuisance Abatement	0.00	166.63	(166.63)	1,500.00	2,000.00	75.00%	500.00
100-12-5750 FM Mobile Technology	23.08	65.00	(41.92)	300.04	780.00	38.47%	479.96
100-12-5910 FM Property Liens	0.00	41.63	(41.63)	0.00	500.00	0.00%	500.00
Fire Marshal Totals	6,623.53	10,851.73	(4,228.20)	103,057.86	128,080.00	80.46%	25,022.14
Expense Totals	485,051.49	577,161.49	(92,110.00)	6,626,052.26	7,274,639.00	91.08%	648,586.74

**MEMORANDUM**

TO: Mayor and Members of the City Council

FROM: Mike Peacock,

DATE: October 4, 2022

SUBJECT: Past Due Trash Collections

Staff has begun to target past due collections for trash service based on accounts that are at least \$100.00 past due. In doing so, we were able to collect \$8,095.89. That amount is reflected in the Staff Report in your packet for October 2022 and was a direct result of cooperation from Waste Connections ability to stop service at the provided addresses, 64 in total.

With plans to shift billing service to Waste Connections in January 2023, a service that will not include collections of past due funds, I have asked staff to prepare some data on remaining past due accounts. I have asked for anything 90 days past due as the new target. There are 128 accounts that are past due 90 days. The total amount due is \$12,731.99.

We will begin shutting down service at those addresses and making attempts to bring those accounts current. Any address that does not bring the account current, will then be issued a citation from Code Enforcement for violation of the ordinance requiring service. Service will not be restored until either the account is current, or final disposition from the court.

I would like to commend our billing clerk Angela Bradsher and Assistant City Manager Amber Bransom for working with Waste Connections and collecting these funds.



**City Council Agenda
October 20, 2022**

Minutes Resolution

Discussion Item

Agenda Description:

Discussion about placing a digital billboard sign on city owned property located at 325 N. Broadway St.

Background Information:

The proposal has been submitted by Billy Tolson of Fairmount Outdoor Advertising.

Financial Information:

N/A

City Contact and Recommendations:

Aaron Maldonado

Director of Development Services

Attachments:

1. Joshua sign proposal.
2. Economic Development Agreement



Digital Sign Proposal

Billy Tolson: 512.731.1865

Billy@FairmountOutdoor.com

Proposal

- Fairmount Outdoor seeks permission to construct a dual-sided 12' x 40' billboard with digital capability
- Site: Approximately 325 N. Broadway St., adjacent to Sonic in Joshua
- **COMMUNITY BENEFITS.** Fairmount Outdoor will provide one advertising slot on the digital face for exclusive use of City and EDC marketing for public benefit, uses, or other features that address City of Joshua (and YMCA, where applicable) priorities and needs by the display of public service announcements, amber alerts, emergency broadcast messaging, non-profit, and advertising on the Sign. This exposure of 35,000+ cars per day is a more effective way of alerting the community than the official Facebook page for the City of Joshua (currently 6,000 followers).
- **DESIGN QUALITY.** This update will help to realize the City's vision to enhance its signage assets by integrating state-of-the-art LED technology with classic stonework. The creative legacy of the new signs will provide cultural value to the City of Joshua.



FAIRMOUNT
Outdoor Advertising



Proposed Site (before)





FAIRMOUNT
Outdoor Advertising



Proposed Site (after)



Next Steps

- Discussion with City Council Work Session
- Drafting of a Development Agreement, where we would address the following items:
 - Pursuant to Chapter 380 of the Texas Local Government Code, the City of Joshua may establish and provide for the administration of an economic development program to advance economic growth, while also stimulating business and commercial activity within the City of Joshua;
 - The Billboard Structure would comply substantially with the Development Standards of the City of Joshua;
 - The Agreement sets up a structured arrangement wherein the City of Joshua will have use of the Billboard Structure.

ECONOMIC DEVELOPMENT AGREEMENT:

City of Joshua Economic Development Outdoor Advertising Program

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT (" Agreement") is entered into as of this ____ day of _____ 2022 by and between the CITY OF JOSHUA, TEXAS, a home rule city of the State of Texas ("the City"). and FAIRMOUNT OUTDOOR ADVERTISING, INC., a Texas company ("the Company"). Collectively, the City and the Company may be referred to as "Parties" and individually as a "Party," acting by and through their respective authorized officers.

RECITALS:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"), the City may establish and provide for the administration of an economic development program to advance economic growth, while also stimulating business and commercial activity within the City of Joshua;

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"), the City may enter into an agreement with any entity for administration of an economic development program;

WHEREAS, the City owns a 3.95 acre tract of land ("Property") located within the corporate limits of the City, as further described in "Exhibit A," attached and incorporated herein. The Property is currently vacant land classified as C1 – Restricted Commercial;

WHEREAS, the Company wishes to construct on the Property, a new Off-Premise Digital Billboard, which shall comply substantially with the Development Standards of the City of Joshua and the Texas Department of Transportation;

WHEREAS, the Company will authorize the City of Joshua's use of one side of the Digital Billboard for the benefit of the citizens of the greater Joshua area;

WHEREAS, the Company is willing to construct and pay for all costs associated with the Project, including the improvements necessary to serve the Project, in exchange for the City's approval of the Project subject to the terms and conditions of this Agreement;

WHEREAS, for and in consideration of the City's approval, the Company and its successors and assigns, will commence and diligently pursue the completion of the Project, beginning construction within one year of final approval of the construction plans by the City and State;

WHEREAS, the City has the authority to enter into this Agreement and this Agreement sets up a structured arrangement wherein the City will have use of the Company's Digital Billboard;

NOW, THEREFORE, for and in consideration of the terms, conditions and covenants set forth herein, the parties agree as follows:

RECITALS INCORPORATED. The representations, covenants and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby found and agreed to be true and correct, and are incorporated into and made a part of this Agreement for all purposes.

ARTICLE I **DEFINITIONS**

"City" means the City of Joshua, a municipal corporation of the State of Texas.

"Comply" and "compliance" means timely, full, and complete performance of each requirement, obligation, duty, condition, or warranty as stated in this agreement. "Comply" and "compliance" mean complete compliance in all material respects and do not mean substantial compliance, unless otherwise specifically stated.

"Construct" and "construction" mean construction in a good and workmanlike manner and in compliance with applicable State and local laws, codes, and regulations (including but not limited to substantial compliance with the Development Standards of the City of Joshua); or valid waivers thereof or variances thereunder and the construction plans approved by the City and the State of Texas.

"Default" and "Act of Default" means failure in some material respect to comply timely, fully, and completely with one or more requirements, obligations, duties, terms, conditions, or warranties set forth in this Agreement.

"Development Standards of the City of Joshua" means the development standards set forth in the City of Joshua Code of Ordinances.

"Economic Development Opportunity Announcement" means an announcement regarding opportunities for commercial investment within the City of Joshua.

"Finance Department" means the Finance Department of the City of Joshua.

"Digital Billboard" means a monopole sign with back-to-back 12' x 40' changeable electronic variable message sign faces; which permits alteration of the sign's message or images by electronic means, including by light-emitting diodes (LEDs) or other means of digital display to present a message or images that complies with this Agreement, as generally shown in Exhibit B and the plans approved by the City and State of Texas.

"On-site" means on the Property and the Project.

"Property" means the real property being approximately 3.95 Acres, Property ID: R000107571, GEO ID: 126.3485.00022, Legal Description: LOT 3AR1B BLK 1 JOSHUA PLAZA located in Joshua, Johnson County Texas, more particularly described on Exhibit "A" attached hereto.

"Project" means the Digital Billboard described in Exhibit "B" to be constructed on property located within the City of Joshua and on the property described in Exhibit "A."

"Public Service Announcement" means announcements regarding city-sponsored event announcements and noncommercial announcements.

ARTICLE II

PERFORMANCE CRITERIA AND DEFAULT

Section 2.01 Performance Criteria. The Company agrees and covenants that it shall:

- a) Construct or cause to be constructed and completed within Company's control the "Digital Billboard" with construction to commence within 1 Year from the date the City of Joshua and the State of Texas provides final approval of construction plans.
- b) Advertise City of Joshua content on the Digital Billboard operated by the Company according to the terms set forth herein, without charging the City for any costs associated with doing so:
 - 1. Permit the City to post Public Service Announcements or Economic Development Opportunity Announcements (the "Announcements") on one side of the Digital Billboard in Perpetuity; provided, however, that such Announcements shall consist of one slot per rotation in the standard rotation utilized by the advertising company on the applicable Digital Billboard. The City will provide the messaging, approve the style and layout of the messaging, and have the ability to post the messaging via a software program.
- c) Pay the established annual registration fee for off-premises digital display signs in the amount specified in the City's approved fee schedule.

Section 2.02 Digital Billboard Plans and Specifications.

The Company shall design the "Digital Billboard" according to the following specifications:

- a) To a height that does not exceed 42 feet.
- b) To a maximum sign area of 480 square feet.
- c) On a monopole base in compliance with customary building standards in place at the time of this Agreement.
- d) Equipped with a DPI that provides the most clear display and advertising content in the Company's reasonable opinion.

- e) Self-adjusting technology so the brightness adjusts with the intensity of the surrounding ambient light.
- f) Complies with the following standards:
 - a. The Digital Billboard must automatically adjust the sign brightness so that the brightness level of the sign is no more than 0.3 foot-candles over ambient light conditions at a distance of 250 feet from the sign. A digital display sign must be equipped with both a dimmer control and photocell that automatically adjusts the display's intensity according to natural ambient light conditions.
 - b. Before the issuance of approval of the plans for the Digital Billboard, the Company shall provide written certification from the sign manufacturer that:
 - i. The light intensity has been factory programmed to comply with the maximum brightness and dimming standards in this subsection; and
 - ii. The light intensity is protected from end-use manipulation by password-protected software or other method satisfactory to the building official.

Section 2.03 Remedies.

The Parties expressly recognize and acknowledge that a breach of this Agreement by either Party may cause damage to the non-breaching Party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either Party, the other Party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching Party.

Section 2.04 Notice of Default or Breach.

The complaining Party must give the non-complaining Party written notice of default or breach, including specification of the alleged default(s) or breach(es), and a cure period of at least 30 days. Notice must be sent by certified mail, return receipt requested, but may also be sent by other methods; notice, however, is effective only as of the date delivery of the certified mail correspondence is initially attempted. The Parties' addresses for notice are:

City of Joshua:
 Attn: City Manager
 101 S Main St, Joshua, TX 76058

Fairmount Outdoor Advertising, Inc:
 Attn: Billy Tolson
 PO Box 25103
 Dallas, TX 75225

ARTICLE III **COVENANTS AND DUTIES**

Section 3.01 Company's Covenants and Duties.

Company makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article II of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

- a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
- b) The execution of this Agreement has been duly authorized by the Company, and the individual signing this Agreement on behalf of the Company is empowered to execute such Agreement and bind the company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the agreement, by-laws, or of any agreement or instrument to which Company is a party to or by which it may be bound.
- c) The Company is not a party to any bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary bankruptcy proceedings.
- d) The Company agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the Project on the Property which lie within the City limits.
- e) The Company shall obtain City approval of plans and specifications for the Project improvements prior to starting any construction.
- f) The Company shall have a continuing duty to cooperate with the City in providing all necessary information to assist City in complying with this Agreement; and to execute such other and further documents as may be reasonably required to comply therewith.

Section 3.02 Representation and Warranties by the City of Joshua.

- a) The City of Joshua agrees to authorize the construction of a Digital Billboard on the Property according to the specifications and requirements provided herein. The City of Joshua represents and warrants that this Agreement is within the scope of its authority, and that it has been duly authorized and empowered to enter this agreement.
- b) The City of Joshua does hereby grant unto Company and Company's successors, heirs, and assigns the right to use the portions of the Property described herein upon the terms and conditions hereof for outdoor advertising, access, utilities and other incidental purposes, including but not limited to the right to: (i) locate, place, construct, operate, lease, maintain, repair, rebuild, demolish, remove, replace and use its Digital Billboard, (ii) enter upon and cross-over for pedestrian and vehicular ingress and egress to its Digital Billboard, (iii) place, construct, install, operate, repair, maintain, rebuild, remove, replace, and relocate aerial or underground power lines or such other conduits as may be necessary for the provision of utilities or services to the Digital Billboard, and (iv) exercise such other incidental rights and privileges that may be necessary

for the full enjoyment of the Digital Billboard.

- c) The City of Joshua does hereby grant unto Company and Company's successors, heirs, and assigns the right of perpetual sight or view corridors within the air space over that portion of the Property which the Digital Billboard sits for the right to receive light and an unobstructed and undistracted view of the advertising faces of the Digital Billboard located on the Property from the perspective of a motorist traveling in either direction along Highway 174 (the "Thoroughfare") unobstructed by any improvements, buildings, trees, landscaping or other objects within the Digital Billboard at elevations in excess of twenty (20) feet above the grade level of Property adjacent to the Thoroughfare. The view of the Digital Billboard shall not be interfered with or diverted by any signs, banners, flags, poles, lighting, moving parts or other advertising features at all elevations.
- d) The City of Joshua does hereby grant unto Company and Company's successors, heirs, and assigns, the right: (i) to concurrently use curb-cuts, driveways, turn-lanes or paved parking areas on the Property for vehicular and ingress and egress to reach the Digital Billboard; and (ii) to concurrently use such paved parking areas on the Property for temporary parking of vehicles or work areas for normal service, maintenance or repairs to the Digital Billboard.
- e) The City of Joshua agrees to adhere to the Company's standard operating procedures for placing outdoor advertising and the Company's advertising content specifications.
- f) The City of Joshua is not required to pay any sum for the City's use of the Digital Billboard as set forth in Section 2.01.

ARTICLE IV **TERMINATION**

Section 4.01 Termination.

This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties; or (b) An uncured Default by the Company, if the City elects to terminate the Agreement for an Uncured Default.

ARTICLE V **GENERAL PROVISIONS**

Section 5.01 Default.

- a) A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained In this Agreement.
- b) Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such

notice. Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Section 5.02 No Personal Liability of Public Officials.

No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 5.03 Liability of the Company, its Successors and Assignees.

Any obligation or liability of the Company whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Company pursuant to any other instrument transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Company only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders, or agents of the Company, regardless of whether such obligation or liability is contract, tort or otherwise.

Section 5.04 Mediation.

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. All costs of negotiation and mediation collectively known as alternate dispute resolution ("ADR") shall be assessed equally between the City and Company with each party bearing their own costs for attorney's fees, experts, and other costs of ADR and any ensuing litigation.

ARTICLE VI **MISCELLANEOUS PROVISIONS**

Section 6.01 Limitations on Liability.

The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under §271.153 of the Texas

Local Government Code; provided that the parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City.

Section 6.02 Force Majeure.

In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

The term "force majeure" as employed herein shall mean and refer, without limitation, to acts of God; strikes and/or lockouts; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority (other than the City); insurrections; riots; lightning, earthquakes, fires, hurricanes, storms, floods and other natural disasters; pandemics, infectious diseases or viruses that shut down the state, city or county by federal, state or local order; washouts and other weather-related delays' restraint of government and people; civil disturbance; explosions; or other causes not reasonably within the control of the party claiming such inability.

If, because of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full of such force majeure to the other party within thirty (30) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed except as hereinafter provide, but of no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

It is understood and agreed that the settlement of strikes and lockouts shall entirely within the discretion of the party having the difficulty, and that the above requirement and any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 6.03 Interpretation.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

Section 6.04 Section or Other Headings.

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.05 Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein. Any Exhibits attached hereto are incorporated by reference for all purposes.

Section 6.06 Amendment.

This Agreement may only be amended, altered, or revoked by written instrument signed by the parties and as approved by the City Council of the City of Joshua, Texas.

Section 6.07 Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns; provided however (i) the benefits of this Agreement in favor of the Company may not be assigned to any party, unless the Digital Billboard is part of a bulk sale of assets, to collateral assignments to lenders, or to sales to experienced operators that assume all obligations of the contract in writing, with the written consent of the City of Joshua (which consent shall not be unduly withheld, provided the City is satisfied that any remaining obligations under the Agreement will be met); and (ii) notwithstanding the foregoing and any other provision of the Agreement to the contrary, any successor owner, occupant, tenant, licensee or invitee of any such portion of the Property (including, without limitation, any business that may operate from time to time thereon).

Section 6.08 Applicable Law and Venue.

This Agreement is made and all obligations arising hereunder shall be construed and interpreted under the laws of the State of Texas and the venue for any action arising from the Agreement shall be Johnson County, Texas.

Section 6.9 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

Section 6.10 No Additional Waiver Implied.

The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

Section 6.11 Parties In Interest.

This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties.

Section 6.12 Merger.

This Agreement embodies the entire understanding between the Parties and there are no other representations, warranties or agreements between the Parties covering the subject matter of this Agreement.

Section 6.13 Captions.

The captions of each section of this Agreement are inserted solely for convenience.

Section 6.14 Severability.

If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

Section 6.15 Company Indemnification.

COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO COMPANY'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO COMPANY OR COMPANY'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF COMPANY OR COMPANY'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF COMPANY OR COMPANY'S TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE

PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF COMPANY OR COMPANY'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT COMPANY'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY COMPANY TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. COMPANY FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE COMPANY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND/ OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

Section 6.16 City Indemnification.

CITY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, COMPANY AND (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO COMPANY'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO COMPANY OR COMPANY'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF COMPANY OR COMPANY'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF COMPANY OR COMPANY'S TENANTS, AND THEIR

RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF COMPANY OR COMPANY'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT COMPANY'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

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IN WITNESS, WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, to be effective on the latest date of execution. Any party may change the address which notices are to be sent by giving the other parties written notice in the manner provided in Section 2.04.

EXECUTION PAGE FOLLOWS:

THE CITY OF JOSHUA, TEXAS

Joe Hollarn, Mayor

ATTEST/SEAL:

Terry Welch, City Attorney

Agreed to and accepted on _____, 2022

FAIRMOUNT OUTDOOR ADVERTISING, INC., a Texas Corporation.

Deborah Hamilton Tolson,
Its President

Exhibit A: Property Location

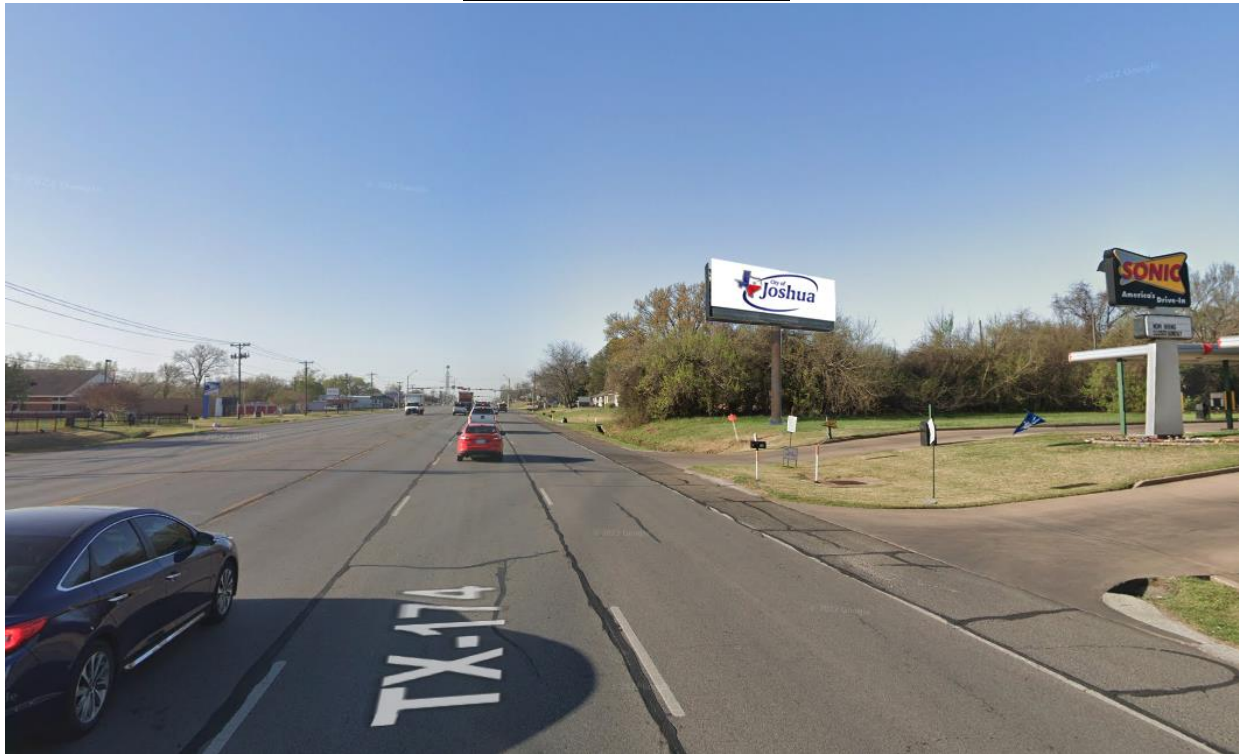


Exhibit B: Billboard Plans & Specifications

PROPOSED SITE (BEFORE)



PROPOSED SITE (AFTER)





**City Council Agenda
October 20, 2022**

Discussion Item

Agenda Description:

Discussion on bids received and follow up details on city participation and benefits of same.

Background Information:

See Attached Memorandum

Financial Information:

See attached Memorandum

City Contact and Recommendations:

Mike Peacock

Attachments:

**MEMORANDUM**

TO: Type A EDC Board

FROM: Mike Peacock,
City Manager

DATE: August 5, 2021

SUBJECT: Water Main Project

The Johnson County Special Utility District is requesting economic development assistance with the placement of a 16" water main that will extend from the 700 Block of North Main south to Hwy. 174. It will then reduce to a 12" main and extend south into Joshua Station.

The benefits of this line will have a significant impact on the development of the downtown section of the city as well as along Hwy. 174 and Joshua Station. Currently, water service for developing properties have been allowed by issuing variances on fire flow requirements due to the size of the water main currently in use. Additionally, once the McDonalds is complete, there can be no further development in Joshua Station until another water supply is provided.

The total cost of the project that the city is considering funding is \$457,250.00. The TIF Board on August 5, 2021 approved providing \$357,250.00 towards the project. Staff is requesting that the remaining \$100,000.00 be provided by the Type A EDC Board. This cost could be funded with fund balance without issuing any debt.

The Utility District will be providing the funding for the remaining \$685,250.00



**MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
SEPTEMBER 15, 2022
6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 pm. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on September 15, 2022. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the meeting in person or access the meeting via videoconference or telephone conference call.

PRESENT

Mayor Scott Kimble
Councilmember Johnny Waldrip
Councilmember Angela Nichols
Councilmember Mike Kidd
Councilmember Merle Breitenstein
Councilmember Shelly Anderson

STAFF

City Manager Mike Peacock
City Secretary Alice Holloway
Asst. City Manager Amber Bransom
City Attorney Terry Welch
Dev. Services Director Aaron Maldonado

ABSENT

Councilmember Robert Fleming

Join Zoom Meeting:

<https://us02web.zoom.us/j/82042574134?pwd=aDVYWElweUJsL2RoVC96Q05NdEY4UT09>

Meeting ID: 820 4257 4134 Passcode: 531382 or dial 346-248-7799

A member of the public who would like to submit a question on any item listed on this agenda may do so via the following options:

Online: An online speaker card is located on the City's website (cityofjoshuatx.us) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during open session by the City Secretary.

By phone: Please call 817/558-7447 ext. 2003 by 5:00 pm on or before the day of the meeting and provide your name, address, and question. The City Secretary will read all questions in the order they are received.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Kimble announced a quorum and called the meeting to order at 6:30 pm.

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Anderson led the Pledge of Allegiance.

C. INVOCATION

Invocation was given by Councilmember Kidd.

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for August 2022. (Staff Resource: M. Peacock)

City Manager Peacock presented the budget report and financial statement for August 2022. Mr. Peacock stated that most departments are in line with the budget.

2. Discussion on requiring each city board, corporation, and commission president be a Joshua Elected Official.

Mayor Kimble stated that he is not moving forward with requiring councilmembers to serve as president on city boards. City Attorney Welch stated that he will prepare an ordinance for council to consider amending the Heritage Preservation Committee.

3. Discussion on the Tree Preservation Ordinance.

Councilmember Nichols stated that she had concerns regarding our Tree Preservation Ordinance. After a discussion on the Tree Preservation Ordinance, staff was directed to evaluate the City's Tree Ordinance and bring back a report showing the comparison with other cities.

4. Discussion on providing broadband connectivity to unserved and underserved areas within the City of Joshua.

After brief discussion, staff was directed to move forward with research. City Manager Peacock stated that he will start providing a monthly report on the topic.

E. UPDATES FROM MAYOR AND COUNCIL MEMBERS, UPDATES FROM CITY STAFF MEMBERS

Pursuant to Texas Government Code Section 551.0415, the Mayor and Members of the City Council may report on the following items of community interest, including (1) expressions of thanks, congratulations or condolences; (2) information about holiday schedules, (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving any imminent threat to public health and safety. Staff Updates will address operational issues in various City departments. No deliberation is authorized under the Texas Open Meetings Act.

NA

F. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

The City Council invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the City Council 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. Therefore, no Council deliberation is permitted. Each person will have 3 minutes to speak.

Mayor Kimble read out loud and presented a Proclamation proclaiming September 17-23, 2022 as Constitution Week to the Nathaniel Winston Chapter, NSDAR.

G. CONSENT AGENDA

1. Discuss, consider, and possible action on meeting minutes of August 18, 2022. (Staff Resource: Holloway)

Motion made by Councilmember Anderson to approve the meeting minutes of August 18, 2022.

Seconded by Councilmember Nichols.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

2. Discuss, consider, and possible action on Interlocal Cooperation Agreements with Johnson County for the housing of City of Joshua Class "C" Misdemeanor Offenses in the Johnson County Jail. (Staff Resource: M. Peacock)

Motion made by Councilmember Kidd to approve the agreement with Johnson County for the housing of Class "C" Misdemeanor Offenses. Seconded by Councilmember Waldrup.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

3. Discuss, consider, and possible action on the amendments to the Johnson County Communications System Agreement. (Staff Resource: M. Peacock)

Motion made by Councilmember Breitenstein to approve the amendments to the Johnson County Communications System Agreement. Seconded by Councilmember Kidd.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

H. REGULAR AGENDA

1. Discuss, consider, and possible action on an Ordinance by the City Council of the City of Joshua, Texas authorizing the issuance of "City of Joshua, Texas Tax Notes, Series 2022A"; levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the Obligations; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the Obligations; authorizing the execution of a Paying Agent/Registrar Agreement and a Purchase and Investment Letter; complying with the Letter of Representations previously executed with the Depository Trust Company; authorizing the execution of any necessary engagement agreement with the City's financial advisors and/or bond counsel; and providing an effective date. (Staff Resource: M. Peacock)

Motion made by Councilmember Breitenstein to approve an Ordinance authorizing the issuance of Tax Notes, Series 2022A . Seconded by Councilmember Anderson.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

2. Public Hearing on the proposed budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

Mayor Kimble opened the public hearing on the proposed budget for the Fiscal Year beginning October 1, 2022, and end September 30, 2023 at 7:32 pm.

Mayor Kimble closed the public hearing at 7:37 pm.

3. Public hearing on a proposal to adopt the Ad Valorem Property Tax Rate of \$.0711493 for Tax Year 2022.

Mayor Kimble opened the public hearing on a proposal to adopt the AD Valorem Property Tax Rate of \$.0711493 for Tax Year 2022 at 7:38 pm. No comments from the public.

Mayor Kimble closed the public hearing at 7:39 pm.

4. Discuss, consider, and possible action on an Ordinance approving the annual Budget for fiscal year beginning October 1, 2022 and ending September 30, 2023. (Staff Resource: M. Peacock)

Motion made by Councilmember Breitenstein to approve an Ordinance approving the annual Budget for fiscal year beginning October 1, 2022 and ending September 30, 2023. Seconded by Councilmember Anderson.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson - Record Vote.

5. Discuss, consider, and possible action on an Ordinance adopting the City of Joshua 2022 Property Tax Rate. (Staff Resource: M. Peacock)

Motion made by Councilmember Kidd to approve an Ordinance adopting the Property Tax Rate of \$0.711493. Seconded by Councilmember Nichols.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson - Record Vote.

6. Public hearing on a request for annexation of 0.935 acres of land situated in the Thomas W. Baird Survey, Abstract 40, County of Johnson, Texas, located at 220 Ranch Road, to allow for the construction of a residential home.

- Staff Presentation
- Owner's Presentation
- Those in Favor
- Those Against
- Owner's Rebuttal

Mayor Kimble opened the public hearing on a request for annexation of 0.935 acres of land situated in the Thomas W. Baird Survey, Abstract 40, at 7:43 pm. No comments made from the public.

Mayor Kimble closed the public hearing at 7:43 pm.

7. Discuss, consider, and possible action on approving an Ordinance annexing 0.935 acres of land situated in the Thomas W. Baird Survey, Abstract 40, County of Johnson, Texas, located at 220 Ranch Road, to allow for the construction of a residential home. (Staff Resource: A. Maldonado)

Motion made by Councilmember Kidd to approve Ordinance annexing 0.935 acres of land situated in the Thomas W. Baird Survey, Abstract 40. Seconded by Councilmember Breitenstein.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

8. Discuss, consider, and possible action on a Development Agreement between the City of Joshua and Joshua Development Company, Ltd., relative to the residential subdivision development of Joshua Meadows Addition Phase 3C; and authorize the City Manager to sign the agreement. (Staff Resource: A. Maldonado)

Motion made by Councilmember Breitenstein to approve the Development Agreement between the City of Joshua and Joshua Development Company, Ltd. Seconded by Councilmember Anderson.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

9. Discuss, consider, and possible action on the resolution approving the submission of the grant application for the Bullet-Resistant Shields for Active Shooter Responses. (Staff Resource: D. Gelsthorpe)

Motion made by Councilmember Anderson, Seconded by Councilmember Nichols.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

10. Discuss, consider, and possible action on the renewal of the Johnson County ESD Contract for Fire and Emergency Services. (Staff Resource: T. Griffith)

Motion made by Councilmember Kidd. Seconded by Councilmember by Place 1 Waldrip. Motion passed unanimously.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

11. Discuss, consider, and possible action on a resolution casting votes for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election. (Staff Resource: M. Peacock)

Motion made by Councilmember Anderson to delegate City Manager to cast votes for the TMMLIRP. Seconded by Councilmember Breitenstein.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

12. Discuss, consider, and possible action on a resolution creating a Charter Review Commission to consider amendments to the City Charter. (Staff Report: T. Welch and A. Holloway)

Motion made by Councilmember Anderson to approve a resolution creating a Charter Review Commission and appoint the following members:

- Sharlotta Connally
- Glen Walden
- Robert Purdom
- Billy Jenkins
- Joe Hollarn
- Julian Torrez
- Shelly Anderson
- Johnny Waldrip

Seconded by Place 2 Kidd.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

13. Discuss, consider, and possible action on the Johnson County Threat Protocol as signed by all Johnson County Law Enforcement Agencies. (Staff Resource: D. Gelsthorpe)

Motion made by Councilmember Nichols to approve the Johnson County Threat Protocol. Seconded by Councilmember Waldrip.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

14. Discuss, consider, and possible action on Board Appointments.

Motion made by Councilmember Nichols to appoint the following:

- Planning & Zoning

- Seat 1. Johnny Waldrip
- Seat 2. Julian Torrez
- Seat 6. Robert Purdom
- Seat 7. Billy Jenkins

Seconded by Councilmember Breitenstein. Motion passed unanimously.

Councilmember Anderson moved to appoint the following:

- Planning & Zoning
- Alt 1. Jason Allred Sr.
- Alt 2. Ryan Mahar

Seconded by Councilmember Breitenstein. Motion passed unanimously.

Motion made by Councilmember Anderson to appoint the following:

- Zoning Board of Adjustment
- Seat 2. Jennifer Hancock
- Seat 4. Kevin Meredith

Seconded by Councilmember Breitenstein. Motion passed unanimously.

Motion made by Councilmember Breitenstein to appoint the following:

- Type A EDC
- Seat 1. Joe Hollarn
- Seat 2. Shelly Anderson
- Seat 4. Linda Childers
- Seat 6. Joshua Burns

Seconded by Councilmember Kidd. Motion passed unanimously.

Motion made by Councilmember Breitenstein to appoint the following:

- Type B EDC
- Seat 2. Merle Breitenstein
- Seat 4. Dustin Dees
- Seat 6. David Footitt Sr.

Seconded by Councilmember Anderson. Motion passed unanimously.

Motion made by Councilmember Anderson to appoint the following:

- Heritage Preservation committee
- Seat 1. Angela Nichols
- Seat 2. Robbie Rumfield

Seconded by Councilmember Kidd. Motion passed unanimously.

Motion made by Councilmember Anderson to appoint the following:

- Animal Control Advisory Board
- Seat 1. Dr. Suzy Steward

- Seat 2. Mike Kidd
- Seat 3. Sandra Runnels
- Seat 4. Kit Hall
- Seat 5. Staff- Carla Hall

Seconded by Councilmember Breitenstein. Motion passed unanimously.

Motion made by Councilmember Anderson to appoint the following:

- Tax Increment Finance
- Seat 1. Scott Kimble
- Seat 2. Mike Kidd
- Seat 3. Merle Breitenstein

Seconded by Councilmember Nichols. Motion passed unanimously.

Motion made by Councilmember Kidd to appoint the following:

- Library Board
- Seat 2. Nicholas Larson

Seconded by Councilmember Anderson. Motion passed unanimously.

Motion made by Councilmember Kidd to remove Nicholas Larson from the Type B EDC and appoint Kim Carter. Seconded by Councilmember Breitenstein. Motion passed unanimously.

15. Discuss, consider, and possible action on authorizing requests for proposals for administrative services (RFP) and requests for qualifications (RFQ) for the 2023-24 Texas Community Development Block Grant Program administered by the Texas Department of Agriculture. (Staff Report: A. Holloway)

Motion made by Councilmember Nichols to authorize requests for proposals for administrative services and requests for qualifications for the 2023-24 Texas Community Development Block Grant Program. Seconded by Councilmember Breitenstein.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

I. STAFF REPORT-AUGUST 2022

1. Police Department
2. Fire Department
3. Municipal Court
4. Utility Department
5. Public Works Department
6. Development Services Department
7. Parks Department
8. City Secretary

J. EXECUTIVE SESSION

1. The City Council of the City of Joshua will recess into Executive Session (Closed Meeting) pursuant to the provisions of chapter 551, Subchapter D, Texas Government Code, to discuss the following:

1. Pursuant to Section 551.071, consultation with the City Attorney regarding legal issues associated with provision of utility services, and all matters incident and related thereto.

Mayor Kimble announced that there will be no Executive Session.

K. RECONVENE INTO REGULAR SESSION

1. In accordance with Texas Government Code, Section 551, the City Council will reconvene into regular session and consider action, if any, on matters discussed in the executive session.

NA

L. FUTURE AGENDA ITEMS/REQUESTS BY COUNCIL MEMBERS TO BE ON THE NEXT AGENDA

Councilmembers shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that is not posted. However, any Councilmember may state an issue and request to place the item on a future agenda.

M. ADJOURNMENT

Mayor Kimble adjourned the meeting at 8:36 pm.

Scott Kimble, Mayor

Alice Holloway, TRMC, MMC
City Secretary

Approved: October 20, 2022



**City Council Agenda
October 20, 2022**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on increasing the speed limit on East Fourteenth Street, between State Highway 174/Broadway and South Main Street from 20 mph to 30 mph.

Background Information:

This has been a discussion topic in the past. Several years ago it was requested that the speed be decreased to 20 mph because of children that lived on the street. Those children are no longer there and residents have requested that the speed be increased back to the original speed limit of 30 mph.

Financial Information:

There are no known financial impacts.

City Contact and Recommendations:

Kristin Hubacek, staff recommends approval.

Attachments:

- Ordinance

CITY OF JOSHUA, TEXAS**ORDINANCE NO.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING SECTION 12.02.051, "SPEED LIMITS ON SPECIFIC STREETS," CONTAINED IN ARTICLE 12.02, "OPERATION OF VEHICLES," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY ADDING A PRIMA FACIE 30 MPH SPEED LIMIT ON EAST FOURTEENTH STREET, BETWEEN STATE HIGHWAY 174/BROADWAY AND SOUTH MAIN STREET; MAKING FINDINGS RELATED THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has determined, after the completion of a speed enforcement study, that a 30 miles per hour speed limit on East Fourteenth Street, between State Highway 174/Broadway and South Main Street is an appropriate prima facie speed limit for such roadway; and

WHEREAS, the City Council has determined that the following regulations are necessary in order to protect public health, safety, and welfare of the citizens of the City of Joshua and the general public.

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

SECTION 1

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2

From and after the effective date of this Ordinance, existing Section 12.02.051, "Speed limits on specific streets," contained in Article 12.02, "Operation of Vehicles," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended by adding the following prima facie speed limit for the following named street, or part thereof, described as follows:

"Sec. 12.02.051 Speed limits on specific streets

East Fourteenth Street, between State Highway 174/Broadway and South Main Street:
30 miles per hour.

SECTION 3

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4

This Ordinance shall be cumulative of all provisions of ordinances of the City of Joshua, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 6

This Ordinance shall take effect immediately from and after its passage and publication.

DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 20TH DAY OF OCTOBER 2022.

APPROVED:

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary



**City Council Agenda
October 20, 2022**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on the addition of an ordinance for No Thru Truck Zones.

Background Information:

Currently, the city has no ordinance in place restricting large commercial trucks from utilizing and city streets. The addition of No Thru Truck Zones would significantly reduce the wear and tear on streets with known heavy commercial truck traffic and extend the life of the streets. Additionally, it would lessen the danger to the public, increase the efficiency of traffic flow and prevent future accidents.

Establishing the requested No Thru Truck Zones would direct these commercial vehicles onto thoroughfares which are constructed for the commercial vehicles and steer them away from infrastructures not designed nor suitable to handle such heavy usage.

Financial Information:

The addition of No Thru Truck Zones would extend the life of the streets and decrease the required maintenance. Additional signage would need to be purchased.

City Contact and Recommendations:

Kristin Hubacek, staff recommends approval.

Attachments:

- Proposed No Thru Truck Zones
- Proposed No Thru Truck Traffic Ordinance

ORDINANCE NO. #####
{City of Joshua - No Thru Truck
Traffic}

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ESTABLISHING THE CITY OF JOSHUA CODE OF ORDINANCES BY ADDING A NEW SECTION #####, THRU TRUCK TRAFFIC PROHIBITED, TO CHAPTER ##, TRAFFIC REGULATIONS; ESTABLISHING REGULATIONS RELATED TO TRUCK TRAFFIC ON PUBLIC STREETS DESIGNATED AS NO THRU TRUCK STREET; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$500 FOR EACH VIOLATION THEREOF; AND MAKING FINDS RELATED THERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Joshua, Texas finds that it is in the best interest of the health, safety, and welfare of its citizens to prohibit thru truck traffic on certain streets within the City; and,

WHEREAS, the City Council further finds that the prohibition of thru truck traffic on the streets designated herein will help to prolong the life of those streets so designated; and,

WHEREAS, the City Council desires to prohibit thru traffic on the streets designated below; and

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

SECTION 1. The Code of Ordinances of the City of Joshua, Texas is amended by the adding of a new Section #####, Thru Truck Traffic Prohibited, to Chapter ##, Traffic Regulations, to read as follows:

“Sec. ##.## Thru truck traffic prohibited.

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

(1) *Authorized emergency trucks* shall mean fire department trucks, police trucks, public ambulances for which permits have been issued by the State Board of Health, emergency trucks of municipal departments or public service corporations as are designated or authorized by the governing body of an incorporated city, private trucks operated by volunteer firemen or certified emergency medical volunteers while answering a fire alarm or responding to a medical emergency, and trucks owned by the state or by a political subdivision engaged in emergency utility repair or electric, water, or wastewater services.

- (2) *Commercial vehicle* shall mean any vehicle, with a gross vehicle weight in excess of ten thousand (10,000) pounds or carrying capacity exceeding one ton and used for the delivery of passengers, tools, materials, or livestock. A Recreational Vehicle, herein, is not considered a commercial vehicle.
- (3) *Light Truck* shall mean any truck with a manufacturer's rated carrying capacity of two thousand (2,000) pounds or less, including trucks commonly known as pickup trucks, panel delivery trucks, and carryall trucks.
- (4) *Recreation vehicle* means personal vehicles such as boats and boat trailers, watercraft and watercraft trailers, travel trailers, pickup campers or coaches (designed to be mounted on automotive vehicles), and motorized dwellings (RV).
- (5) *Truck* shall mean any motor vehicle designed, used or maintained primarily for the transportation of property, including "truck tractors," "road tractors," "trailers," semi-trailers," "pole trailers," and "special mobile equipment" as those terms are defined in the Texas Transportation Code.
- (6) *No Through Truck Street* means a city street where Truck Traffic is prohibited.
- (7) *Proof of route* shall mean a written verification of pick-ups, deliveries, or destinations which may include a logbook, delivery slip, shipping order, bill or any other document which identifies and specifies the date, address, and name of the person requesting or directing the pick-up or delivery and the destination of the pick-up or delivery.

SECTION 2. NO THRU TRUCK TRAFFIC STREETS DESIGNATED. Thru truck traffic is prohibited on the following streets:

	<u>Extent</u>
4 th Street	
10 th St.	Between Veatch St. and N. Main St.
14 th St.	From SH 174 to SH 917
Paula St.	
Cobb St.	
Baldwin St.	
Country Club Dr.	
C.R. 904	a.k.a. Indian Hills
C.R. 1022	
North Main St.	
South Main St.	
Thomas St.	
Spring Valley Rd.	
Forrest Ln.	

SECTION 3. THRU TRUCK TRAFFIC IS PROHIBITED. No person shall operate a Truck upon any city street designated as a No Through Truck Street. A person commits an offense if the person operates a Truck upon a city street designated as a No Through Truck Street.

SECTION 4. EXEMPTIONS AND AFFIRMATIVE DEFENSES. The Director of Public Works is directed to erect and place signs designating the above streets as “No Thru Truck Traffic” streets.

A. The provisions of this Ordinance shall not apply to:

1. An authorized emergency vehicle in response to any emergency call;
2. A vehicle operated by a public utility in the assigned area for the purpose of inspecting the facilities of the public utility or providing maintenance service to such facilities;
3. Municipal and county vehicles performing city and county business and services, school buses and church buses.

B. The following provision is an affirmative defense to prosecution if the Truck:

1. was being driven to seek service or repairs at a facility that engages in the business or repairs of commercial motor vehicles, or the truck was being driven to or from home or to fulfill a local commercial obligation to a buyer or seller at a given destination, evidenced by a bill of sale, invoice or other proof of route which shall be displayed immediately upon request; and
2. the public street was the only route to such a destination.

SECTION 5. INSTALLATION OF SIGNS. The Director of Public Works is directed to erect and place signs designating the above streets as “No Thru Truck Traffic” streets.

SECTION 6. PENALTY. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than Five Hundred Dollars (\$5,00.00) per offense or the maximum amount permitted by law. Each day of violation shall constitute a separate offense.

SECTION 7. REPEALER CLAUSE: That all provisions of the Ordinances of the City of Joshua in conflict with the provision of this Ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City of Joshua not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 8. SEVERABILITY CLAUSE: It is the intent of the City Council that each sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be deemed severable, and should any such sentence, paragraph, subdivision, clause, phrase, or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 9. EFFECTIVE DATE: This Ordinance shall take effect immediately from its passage and publication of the caption as the law in such cases provides.

SECTION 10. PUBLICATION. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

ADOPTED on this the 20th day of October, 2022.

CITY OF JOSHUA, TEXAS

APPROVED:

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

Proposed No Thru Truck Zones

1. 4th St.
2. 10th St. between Veatch St. and N. Main St.
3. 14th St. from SH174 to SH 917
4. Paula St.
5. Cobb Dr.
6. Baldwin Dr.
7. Country Club Dr.
8. C.R. 904 "Indian Hills"
9. C.R. 1022
10. North Main St.
11. South Main St.
12. Thomas St.
13. Spring Valley Rd.
14. Forrest Ln.



**City Council Agenda
October 20, 2022**

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on amendments to Chapter 2 Animal Control.

Background Information:

There are six sections of the Animal Control ordinances that need revisions. Some revisions are due to changes in Texas law and others are due to costs increases and changes in shelter operations.

Financial Information:

The largest financial impact will come from changing the cost of the adoption fees. This cost increase will allow the shelter to sterilize and fully vet the animals before they are adopted. Sterilizing the animals prior to adoption will increase the shelter's efficiency by decreasing tracking needs and also decreasing the number of citations issued as a result of failure to sterilize as required by the adoption contract.

2.03 Identification will do away with the annual city license requirement and replace it with a requirement to microchip their pets. This will now be a one-time expense versus a reoccurring annual expense. Adding the microchipping requirement will also aid the shelter in returning lost pets in a more timely manner.

City Contact and Recommendations:

Amber Bransom, staff recommends the adoption of requested ordinance changes.

Attachments:

- 2.01.001 Definitions
- 2.01.007 Tethering of Dogs and Other Animals (Law change)
- 2.02.001 Impoundment and Redemption
- 2.03.005 Identification Tag and Microchip Required
- 2.05.006 Keeping of Livestock (adds keeping of fowl)
- Article A3.000 Animal Control Fees

Sec. 2.01.001 Definitions

Item 3.

For the purposes of this chapter, certain terms and words are hereby defined. Words used in the present tense include the future, the singular number includes the plural, and the plural the singular; reference to the male gender includes the female, and references to any person or animal without specifying gender include both male and female; the word “shall” is mandatory and directory wherever it is used in the chapter. Other words defined are:

Abandon. Leaving in an enclosure or at-large without providing food, water, or shelter from the sun, rain, hail, or snow.

Abused. Wounded, maimed, trapped, beaten, crippled, starved, or tortured by any means or lack of necessary immediate medical care or failure to give food, water, shelter, and shade, be it manmade or natural.

Animal. Any living creature, except human beings, classified as a member of the Kingdom Animalia and including, but not limited to, mammals, birds, reptiles and fish.

Animal control officer. An employee of the city appointed by the city manager to supervise the operation and maintenance of the city’s animal services facility, to act as the animal control authority under state law, and to help carry out and enforce the provisions of this chapter.

Animal dealer. Any person, partnership or corporation engaging in the business of buying, selling or trading animals to others in any public area, including, but not limited to, sale of any animal at a roadside stand, booth, flea market, or other temporary site. This definition does not include private party animal sales or government operated animal shelters.

Animal establishment. Any facility or business that has custody or control of animals within the city including, but not limited to, pet shops, volunteer or public kennels or rescue shelters, pet grooming facilities, animal auction facilities or commercial kennels. This term does not include veterinary or medical facilities, research or other facilities licensed by government agencies.

Animal exhibition. Any exhibition or act featuring performing animals, including circuses, temporary animal exhibits, petting zoos and private zoos. Such exhibitions shall not include resident or non-resident dog and cat shows which are sponsored and/or sanctioned by the animal services division.

Animal services division. The department of the city tasked with the responsibilities set forth herein and any other animal related matters as may be deemed necessary by the city manager.

Animal services facility. An establishment operated by the city for the temporary confinement, safekeeping, and control of animals which come into the custody of the city.

Apiary. A place where honeybee colonies are kept.

Assistance animal. Any animal professionally trained to assist a person with a disability.

At-large.

(1) An animal (excluding sterilized and registered cats) that meets one (1) of the following criteria:

(A) On-premises of owner. Any animal not confined to the premises of the owner by some physical means of sufficient height, strength, length, and/or manner of construction to preclude the animal from leaving the premises of the owner. Any animal being contained by a fence that, because of the fence’s lack of height or general disrepair, cannot properly restrict the animal, shall be considered at-large.

(B) Off-premises of owner. Any animal which is not physically and continually restrained by some person by means of a leash or chain of proper strength and length that precludes the animal from making unsolicited contact with any person, their clothing, their property, or their premises.

(2) The term shall not include animals being trained or exhibited while under the immediate physical control of a person.

Attack. Biting or scratching of a person or an animal by an animal.

Auction. Any place or facility where animals are regularly bought, sold or traded. This definition does not apply to individual sales of animals by private owners.

Beekeeper. A person who owns, leases, or manages one (1) or more colonies of honeybees, whether for private or commercial purposes.

Breeder. A person who breeds dogs or cats and transfers possession of more than one litter per breeding female

dog or cat.

Cat. Any live or dead cat (*Felis catus*).

Circus. A commercial variety show featuring animal acts for public entertainment.

City. The City of Joshua, Texas.

City manager. The city manager of the city.

Colony. A hive and its equipment and appurtenances including honeybees, comb, honey, pollen and brood.

Commercial establishment. Establishments that engage in activities that include animal dealer, animal establishment, and animal exhibition, as those terms are defined herein.

Continuing public nuisance. A public nuisance that, after required notice is given to the owner of an animal(s) or person in control of an animal(s), continues unabated, as determined by the animal control officer.

Cruelly treated. Includes tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, care or shelter, cruelly confined, or caused to fight with another animal.

Dangerous animal. Regardless of the individual's animal age or health:

- (1) Any individual animal which, because of its physical nature and/or vicious propensity, would constitute a danger to human life or property; or any animal that is possessed of tendencies to attack or to injure human beings or other animals;
- (2) An animal that commits an unprovoked attack on a human being that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own;
- (3) An animal that commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person reasonably to believe that the animal will attack and cause bodily injury to that person;
- (4) An animal that makes an unprovoked attack on a domestic animal or domestic fowl that causes bodily injury or death and which occurs when such animal is at-large; or
- (5) A dangerous wild animal, as defined herein.

Dangerous wild animal. Any animal of a species defined as a "dangerous wild animal" in subchapter E (dangerous wild animals), chapter 822 (regulation of animals), of the Texas Health and Safety Code.

Deep box. A structure for housing bees that has a depth not larger than 9-5/8" deep.

Department. The city health department.

Dog. Any live or dead dog (*Canis familiaris*).

Doghouse. A structure made of wood, plastic, or metal materials, but not limited to any of the above, that is for the sole use of a dog. The dog house shall be made of a material to protect the animal from: rain, snow, or other unfavorable weather conditions.

Endangered species. Any species of animal that is considered endangered by international, federal, or state regulations.

Enforcement agent. The public health administrator, local rabies control authority, local health authority, animal services officers, peace officers, firefighters and other authorized employees of the city.

Estray. Any unbranded sheep, cattle, horses, or mules found running at-large, or any branded sheep, cattle, horses, or mules found running at-large, or any swine found running at-large; but it does not mean nor include any unweaned animal specified in this section that is running with its mother.

Foster home. A temporary care facility for an animal.

Guard dog. A dog that has been trained professionally to display aggressive training for the specific purpose of protecting persons or property.

Harbor. To provide home, sustenance, shelter, refuge, care or habitat for or to exercise custody or control over a domestic animal.

Harboring. Any person, family, group of persons, firm, corporation, association, or partnership who harbors a domestic animal.

Hive. A structure intended for the housing of a honeybee colony.

Honeybee. Any stage of the common honeybee, *Apis mellifera* species.

Item 3.

Identification. Any acceptable method such as microchipping, ~~registration tag~~, or tattoo readily traceable to the current owner.

Impound. The placing of an animal in the city's animal services facility, or, the taking into custody of an animal for the purposes of transportation to the city's animal services facility.

Inhumane treatment of animals. Any treatment of an animal prohibited by any provision of law, including federal, state and local laws, ordinances or rules.

Kennels, commercial. For purposes of this chapter only, any establishment where a person, partnership or corporation keeps dogs or cats primarily for the purpose of breeding, buying, selling, trading, showing, training or boarding such animals.

Licensed veterinarian. A veterinarian licensed by the Texas Board of Veterinary Examiners.

Livestock. Means or includes, regardless of age, sex or breed, horses, consisting of all equine species including mules, donkeys, and jackasses; cows, consisting of all bovine species; sheep, consisting of all ovine species; llamas or alpacas; goats, consisting of all caprine species; and pigs, consisting of all swine species.

Local rabies control authority. The animal control officer or other designee of the public health administrator.

Medium box. A structure for housing bees that has a depth not larger than 6-5/8" deep.

Microchip. A passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's owners. The microchip shall be supplied with an exterior collar-type tag for purposes of an external means of notifying others that the animal has been implanted with a microchip.

Microchip reader. An electronic scanner with an operating frequency that is able to detect a microchip that has been implanted in an animal, and display the number of the microchip to its operator. The microchip reader shall be of a type that activates and displays the number of a microchip manufactured by multiple vendors.

Municipal court. The City of Joshua Municipal Court of Record.

Neglected. Without sufficient food, shelter, shade, water, or without appropriate veterinary care and treatment to maintain health or heavily infested with parasites.

Neutered. Any animal, male or female, rendered incapable of breeding or being bred.

Owner. Any person, partnership, corporation, association or legal entity that harbors, shelters, keeps, controls, manages, possesses or has whole or part interest in any animal. The occupant, owner or head of household of any premises where an animal remains for seventy-two (72) hours or more shall be rebuttably presumed to be the owner of such animal, unless the animal has been reported to the animal control shelter as a stray animal. An occupant of any premises on which a dog or cat remains or customarily returns is a person responsible for it under this chapter. If a person under the age of seventeen (17) years owns an animal subject to the provisions of this chapter, the head of the household of which such person under the age of seventeen (17) years is a member shall be the person responsible for the animal under this chapter. Such household head may himself be under the age of seventeen (17) years and therefore subject to prosecution under this chapter. There may be more than one person responsible for an animal.

Pet animal. Any animal that may be kept as a pet within the city so long as all of the required provisions of this chapter are met, and is not a dangerous wild animal or a wild animal, including but not limited to the following animals:

(1) Birds. Any birds commonly kept as pets that are not protected from ownership by any state or federal law, or any bird kept for falconry purposes by a state and federally permitted falconer;

(2) Fish. Any fish commonly kept as pets that are not protected from ownership by any state or federal law;

(3) Mammals. Includes any mammal commonly kept as pets including dogs, cats, ferrets, rabbits, guinea pigs, hamsters, hedgehogs, rats, mice, chinchillas, and sugar gliders but not limited to these; or

(4) Reptiles. Any non-venomous reptile that is not protected from ownership by any state or federal law.

Permit. A certificate issued, pursuant to this chapter, by the city.

Item 3.

Prohibited animal. An animal that poses a potential physical or zoonotic disease threat; that is a member of an endangered species; or that is protected by International, Federal, or State Regulations other than a common domestic species regardless of state of duration of captivity including, but not limited to, the following categories:

(1) Class Reptilia.

(A) Category I. Order Squamata, family Helodermatidae (the venomous lizards such as Gila monsters and beaded lizards), family Hydrophiidae (marine snake), family Viperidae (such as rattlesnakes, copperheads, cottonmouth, moccasin, and true vipers), family Elapidae (such as coral snakes, cobras, and mambas), family Colubridae (including rear-fanged colubrids such as Dispholidus typus (boomslang), Hydrodynastes gigas (water cobra), Boiga dendrophilia (mangrove snake), and other venomous Boiga species, and Thelotornis kirtlandi (twig snake), family Boidae (such as pythons and boas longer than six (6) feet, anacondas); order Crocodilia (such as crocodiles, caimans, and gavials).

(2) Class Aves.

(A) Category II. Order Sfrigiformes (such as owls), order Falconiformes (such as falcons, hawks, eagles, and vultures).

(3) Class Mammalia.

(A) Category III. Order Carnivoria, family Felidae (such as lions, ocelots, margays, tigers, jaguars, leopards, and cougars) except domestic cats, the family Canidae (such as wolves, dingos, coyotes, and jackals), except domestic dogs, family Ursidae (such as bears), suborder Pinnipedia (such as seals and sealions) order Primata (such as apes, orangutans, chimpanzee, and gorillas) order Proboscida (elephants) order Chiroptera (bats) order Ungulata (such as antelopes, deer, bison, and camels) and order Marsupialia (such as kangaroos), and any hybrid thereof.

(B) Category IV. Order Carnivora, family Mustelidae (such as weasels, skunks, martins, mink, and badgers), except ferrets, family Procyonidae (raccoon) family Vivveridae (such as civets and mongooses); order Edentata (such as sloths, anteaters, and armadillos), and order Rodentia (such as porcupines).

(4) Fish.

(A) Category V. Order Anguilliforms, family Muraenidae and family Congridae (eels) order Cypriniforms; and family Characidae (piranha fish).

(5) Exceptions to list of class; family and order of prohibited animal. Prohibited animal does not include livestock, fowl, ratites, poultry, or common household pets, such as a psittacine bird, canary, finch, cockatiel, or other commonly kept domestic birds, small monkey, hamster, guinea pig, gerbil, rabbit, fish, or small non-venomous reptile which is less than six (6) feet long and are not listed in any category above.

Public health administrator. The administrative official appointed by the city manager.

Public nuisance. The conduct of any owner in allowing an animal to:

- (1) Engage in conduct which establishes such animal as a dangerous animal, as defined herein;
- (2) Damage, soil, defile or defecate on private property other than the owner's or on public property, unless such waste is immediately removed and properly disposed of by the owner of the animal;
- (3) Be at-large, as defined herein (excluding sterilized and registered cats that are identified by some means of traceable identification);
- (4) Cause a disturbance by excessive barking, howling, or noise making near the private residence of another;
- (5) Produce odors or unclean conditions sufficient to offend a person of normal sensibilities standing or which creates a condition conducive to the breeding of flies or other pests;
- (6) Chase vehicles, or molest, attack or interfere with other animals or persons, or is at-large on public or private property; or
- (7) Create a condition that is dangerous to human life or health; renders the ground, the water, the air or the food a hazard or injurious to human life or health or that is offensive to the senses; or that is detrimental to the public health.

Quarantine. To take into custody, place in confinement, and isolate from human beings and other animals quarantine period for a dog, cat, domestic ferret, or other mammal for rabies observation is ten (10) days and 12 hours from the date and time of the bite, scratch or other exposure, or as recommended by the regional veterinarian from the Texas Department of State Health Services. Item 3.

Registration. A rabies certificate issued by a licensed veterinarian and an identification tag recognized by animal services from an approved issuing agent.

Restraint. To control an animal by physical means so that it remains on the premises of the owner, or, when off the owner's premises, by means of a cage, or leash or rope under the direct control of a person of sufficient strength to control the animal.

Running at-large. To be free of physical restraint outside of an enclosed or fenced area. Voice control alone does not constitute physical restraint.

Serious bodily injury. An injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Shade. Any natural or manmade structure that will provide shade from the sun not to include a dog house, shed, lean-to, or space under a house or mobile home.

Shallow box. A structure for housing bees that has depth not larger than 5-7/8" deep.

Shelter. Any structure that will shield an animal from rain, snow, hail, freezing temperature, excessive heat, and other unfavorable weather conditions, including direct exposure to wind from the north. A shelter will consist of the following:

- (1) Appropriate size for the animal to stand, turn, and lay comfortably;
- (2) To have a top, four (4) sides, and a floor; and
- (3) Have an opening of appropriate size for the animal to fit through.

Sterilized. An animal rendered incapable of reproduction by means approved by the American Veterinary Medical Association.

Tether. To chain, tie, fasten or otherwise secure an animal to a fixed point or trolley system so that it can move or range only within certain limits.

Traceable identification. A type of identification, such as a tag, microchip, or tattoo that can be readily used by animal services to identify the current ownership of an animal.

Unprovoked attack. An incident in which a dog which attacked a human being or an animal was not hit, kicked, or struck by a human being with any object or part of a human being's body, nor was any part of the dog's body pulled, pinched, or squeezed by a human being, nor was the dog taunted or teased by any human being, nor was the human being in the dog's territory on the property of the dog's owner at the time of the attack.

Vaccination. The inoculation of an animal with a rabies vaccine that is licensed by the United States Department of Agriculture for use in that species and which is administered according to the label's directions by a veterinarian for the purpose of immunizing the animal against rabies.

Veterinary clinic. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Wildlife educational center. An organization that has met all of the state and federal requirements to possess wildlife for educational purposes.

Zoological park. Any facility, other than a pet shop, kennel, or wildlife education center, displaying or exhibiting one or more species of nondomesticated animals, and operated by a person, partnership, corporation, or governmental agency.

Zoonotic disease. A disease which is of animal origin and usually causes illness to other members of animal populations and which can adversely affect man.

Sec. 2.03.005 Identification~~/registration~~ tag and~~/or~~ microchip required
(a)

~~The owner or keeper of a dog, cat, or equine shall maintain current registration with a microchip registration company.) It is a violation of this chapter if any person owning, keeping, harboring or having custody of a dog or cat over the age of four (4) months within the city does not register such animal as provided herein. Police dogs or assistance animals shall be exempt from the identification/registration tag fee; however, they must be in compliance with all other provisions of this chapter. This section does not apply to animals temporarily within the city for a period not to exceed fourteen (14) days.~~

(b) ~~If there is a change in contact information of an owner or keeper of a registered microchipped equine, dog, or cat, the owner or keeper shall update contact information, including new address or telephone number, with the microchip registration company within thirty (30) days of the date of the change in contact information.~~

(c) ~~If there is a change in ownership of a registered equine, dog, or cat, the initial owner or keeper shall be responsible for ensuring that the microchip is no longer registered in the initial owner's or keeper's name within thirty (30) days of the date of change in ownership. The new owner or keeper shall be responsible for re-registering the microchip to include any new address and telephone number and have the registration information transferred to the new owner's or keeper's name within thirty (30) days after the change in ownership.~~

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~~The animal control officer is hereby authorized to appoint issuing agents as his/her deputies for the limited purpose of issuing pet animal identification/registration tags. Identification/registration tags shall be on forms and tags furnished by the animal control officer and shall be issued subject to the provisions of this chapter and any other rules, regulations or ordinances relating to the issuance of such tags.~~

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(de) ~~An issuing agent may not issue a microchip an animal identification/registration tag that is not currently vaccinated against rabies, or microchipped. If not microchipped at time of registration the animal will be microchipped by the animal control department at the time of registration.~~

(d) ~~Each issuing agent shall report the unique identification/registration tag number issued to the animal control officer within thirty (30) days and shall remit all identification/registration tag fees and information collected at least once monthly.~~

(e) ~~Dogs must wear a tag at all times while outdoors; except that dogs that are kept for show or exhibition purposes are not required to wear such a tag as long as the dogs are otherwise under restraint. The tag shall include either the dog's microchip number or the current address or telephone number of the dog owner. All dogs and cats four (4) months of age or older must wear traceable identification.~~

(f) ~~Cats and equines shall not be required to wear a tag with the registered microchip number on a collar.~~

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(f) ~~Any owner who fails to obtain a current city identification/registration/microchip tag shall be deemed guilty of a misdemeanor.~~

(g) ~~No person may use a registered microchip number for any animal other than the one for which it was issued. No person may use a city identification/registration tag or rabies certificate on an animal other than for which it was issued.~~

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(h) ~~Identification/registration tags must be renewed annually. No refunds shall be made on any city identification/registration tag fee. A duplicate identification/registration tag may be obtained upon payment of fee established by this chapter.~~

(i) ~~Rabies vaccination certificates will be valid for one (1) year.~~

Sec. 2.01.007 Tethering of dogs and other animals

Item 3.

(a) Unlawful tethering of a dog:

(1) An owner may not leave a dog outside and unattended by use of a tether that unreasonably limits the dog's movement:

(A) Between the hours of 10:00 p.m. and 6:00 a.m.;

(B) Within 500 feet of the premises of a school; or

(C) In the case of extreme weather conditions, including conditions in which:

(i) The actual or effective outdoor temperature is below 32 degrees Fahrenheit;

(ii) A heat advisory has been issued by a local or state authority or jurisdiction; or

(iii) A hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.

(2) A tether unreasonably limits a dog's movement if the tether:

(A) Uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog;

(B) Restraints must allow the dog to stand, turn around, and lie down;

~~(CB)~~ Is a length shorter than the greater of:

(i) Five (5) times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or

(ii) Ten (10) feet;

~~(DG)~~ Is in an unsafe condition; or

~~(ED)~~ Causes injury to the dog.

(b) An animal is under lawful tethering under the following conditions:

(1) A dog tethered to a running line, pulley, or trolley system and that is not tethered to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar;

(2) A dog tethered in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;

(3) A dog tethered for a reasonable period, not to exceed three hours in a 24-hour period, and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;

(4) A dog tethered while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by this state if the activity for which the license is issued is associated with the use or presence of a dog;

(5) A dog tethered while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; or

(6) A dog tethered while the owner is engaged in conduct directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

(c) This section does not prohibit a person from walking a dog with a hand-held leash.

(d) It shall be unlawful for any person to tie or tether a dog or other animal to a stationary object. Dogs must be tethered on a trolley or cable run system to prevent an unhealthy or potentially dangerous situation. The terms "unhealthy situation" and "potentially dangerous situation" shall include, but not be limited to the following:

(1) To tether or restrain any animal in such a manner as to permit the animal access upon any public right-of-way;

(2) To tether or restrain any animal in such a manner as to cause the animal injury or pain or not to permit the animal to reach shelter, food, shade, **and/or** water or otherwise create an unsafe or unhealthy situation, and must not be restrained with chains, this includes pets temporarily unattended in a stationary, open-air truck bed;

- (3) To tether or restrain any animal in such a manner as to permit the animal to leave the owner's property;
- (4) To tether or restrain any animal in an area that is not properly fenced so as to prevent any person or child from entering the area occupied by said animal;
- (5) To tether or restrain any pet animal in a manner whereby the animal is subject to harassment, stings or bites from outdoor insects, or attacks by other animals;
- (6) To tether any animal with a tether that is not equipped with swivel ends;
- (7) To tether or restrain any animal in such a manner that does not prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or from leaving part of its owner's property;
- (8) To fail to remove waste from the tethered area on a daily basis;
- (9) To restrain any animal without using a properly fitted collar or harness; or
- (10) To use a restraint that weighs more than ~~one-fifth~~one-fifth (1/5) of the animal's body weight.

ARTICLE A3.000 ANIMAL CONTROL FEES

~~(a)~~ City license fee:

~~(1)~~ Sterilized: \$5.00.

~~(2)~~ Non-sterilized: \$10.00.

~~(b)~~ Adoption fee, includes sterilization, rabies coupon vaccination, vaccination applicable vaccines, bordet, heartworm or Feline Triple Testing, worming, and microchip:

~~(1)~~ Dog: ~~\$55.00 + \$5.00 city license.~~ \$140.00

~~(2)~~ Optional: \$10.00 for heartworm testing.

~~(3)~~ Cat: ~~\$50.00 + \$5.00 city license.~~ \$140.00

~~(b)~~ Boarding-Daily care fee:

~~(1)~~ Animal Single Day: \$20.00.

~~(2)~~ Each day thereafter: \$10.00.

~~(d)~~ Quarantine fee:

~~(1)~~ Cat/small dog/puppy: ~~\$15~~20.00 day.

~~(2)~~ Dog over 50 lbs.: ~~\$25~~50.00 day.

(3) Any impoundment fee may be reduced if the owner agrees to have the animal rabies vaccinated, microchipped, and sterilized and the owner pays the fees related to that service.

~~(e)~~ Microchip fee:

~~(1)~~ Initial~~Dog/Cat Resident~~: ~~\$20~~15.00.

~~(2)~~ 2nd year fee is waived with microchip fee.~~Dog/Cat Non-Resident~~: ~~\$20~~00

~~(e)~~ Impoundment fee:

~~(1)~~ First offense:

~~(A)~~ Sterilized: ~~\$24~~5.00.

~~(B)~~ Unsterilized: ~~\$75~~30.00.

~~(2)~~ Second offense:

~~(A)~~ Sterilized: ~~\$30~~50.00.

~~(B)~~ Unsterilized: ~~\$150~~60.00.

~~(3)~~ Third offense

~~(A)~~ Sterilized: ~~\$45~~75.00.

~~(B)~~ Unsterilized: ~~\$225~~60.00.

(4) Guard Dogs: \$225.00 each offense

(54) Any impoundment fee may be reduced if the owner agrees to have the animal rabies vaccinated, microchipped, and sterilized by the Animal Services Division and the owner pays the fees related to that service.

~~(f)~~ Owner relinquish fee:

~~(1)~~ Single: ~~\$25~~20.00.

~~(2)~~ Litter: ~~\$45~~35.00.

~~(h)~~ Multi-pet permit:

~~(1)~~ Application fee: \$5.00 per pet over the limit.

~~(2)~~ Annually: \$50.00 per household.

~~(i)~~ Breeder permit:

(1) Application fee: \$5.00.

(2) Annually: \$100.00.

(ii) Rescue permit:

(1) Application fee: \$5.00.

(2) Annually: \$50.00.

(ki) Kennel permit:

(1) Application fee: \$5.00.

(2) Annually: \$100.00.

(kl) Bee Keeping Permit:

(1) Application Fee: \$5.00

(2) Annually: \$100.00

(lm) **Dangerous animal registration:**

~~annually: \$250.00 annually (\$50 mandatory fee pursuant to Tex. Health and Safety Code § 822.043 and \$200 administration fee).~~

(mnm) **Guard dog registration:**

~~(1) annually: \$250.00 annually.~~

(ne) **Owner dead animal removal:**

~~(1) \$2540.00 per animal up to 50 lbs.~~

~~(2) \$80 per animal 51 lbs. and over.~~

(ope) **Deposit for live traps:**

~~(1) \$50.00-~~

(pq) **Removal of animals from non-city traps:**

~~(1) \$3540.00 per animal.~~

(qf) **Failure to spay or neuter:**

~~(1) \$250.00, 281.00~~

(rs) The Animal Services Manager may authorize the waiver or reduction of fees for special events, activities, and certain circumstances in which the intended result is to reduce the number of animals being housed by the Animal Services Division.

Ordinance 478-2009 adopted 4/16/09

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(a) Impoundment.

(1) It is the duty of the enforcement agent to capture and impound such animals that are running at-large or which are required to be impounded pursuant to other laws or ordinances or to protect public safety. Any officer or citizen of the city is authorized to take up and deliver in a humane manner to the animal services facility any animal that may be found running at-large in the city.

(2) The animal control officer shall impound and quarantine all dogs, cats and other animals exposed to, suspected to be exposed to, or infected with rabies, whether the dog, cat or other animal to be impounded is at-large, on a leash, or confined to its owner's premises or whether it is currently vaccinated. Any animal which a licensed veterinarian suspects of having rabies shall be humanely euthanized. Any animal exposed to a rabid animal shall be humanely euthanized or quarantined at the owner's expense for a period mandated by the Texas Department of State Health Services Zoonosis Control Division, not less than ten (10) days from the date of last known exposure.

(3) The animal control officer shall impound an animal at the request of a peace officer when the owner of the animal has been arrested, hospitalized, is missing, or has died, and there is no person present, eighteen (18) years of age or older, who will assume the legal responsibility of providing food, water and shelter for such animal.

(b) Identification of impounded animals.

(1) The animal control officer, or his/her deputies, upon receiving an animal for impoundment, shall make a complete registry, including the species, breed, color and sex of such animal, whether it has traceable identification, and the time and place of taking custody. If the animal has traceable identification, he shall enter the name and address of the veterinary clinic, year, the microchip number ~~of the registration tag~~, and any other pertinent information. When kennel space allows, animals with traceable identification shall be kept separate from animals that do not have identification. All animals impounded shall be scanned with a microchip reader.

(2) If, by ~~registration tag~~microchip number, the owner of an impounded animal can be identified, the animal control officer shall, as soon as possible, notify the owner by telephone or mail; however, it is the responsibility of the owner to visit the animal services facility before the expiration of the designated holding period to reclaim lost pets.

(3) Impounded animals with no means of traceable identification shall be kept for not less than three (3) days, unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this article. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

(4) Animals with any type of traceable identification shall be kept for not less than ten (10) days, or not less than three (3) days from the time the owner is notified of their animal being impounded, whichever is the shorter time period, unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this article. If an animal has a tag that does not list the owner's phone number or address, and the person or business that is in possession of the owner's contact information will not release it to the animal services division, then for the purposes of this section it shall be the responsibility of that person or business to notify the owner of the animal being impounded, and the animal shall be held for three (3) days after the animal control officer contacts the person or business in possession of the owner's contact information. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

(5) If an owner claims a dog or cat that has been impounded by animal control, that animal shall be spayed or neutered within 30 days of reclamation. Failure to do so will result in a citation. Every day is considered a separate offense.

(c) Retention of impounded animals.

(1) An animal impounded at the request of an enforcement agent as required by this article shall be kept for not less than ten (10) days unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this article. It is the responsibility of the owner to visit the animal services facility before the expiration of the designated holding period to reclaim such pets.

(2) An impoundment period is not required for an animal voluntarily released to the animal control officer by its owner.

(d) Redemption of impounded animals.

Item 3.

(1) Any owner of an animal that has been impounded under this chapter who wishes to have it returned to him shall personally visit the animal services facility where it is impounded. The animal control officer shall return the animal if the owner can provide sufficient proof of being the animal's owner and if such release will not impair the safety of the public or the animal. The owner of the animal must pay any and all fees set forth herein and must agree to abide by all of the requirements of this chapter before the animal is returned. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

(2) If an animal that requires a ~~permit or registration~~ microchip is impounded by the animal control officer for violating this chapter and the owner cannot prove that he is in possession of all required permit(s) or registration(s), the owner must meet all requirements of the required permit(s) or registration(s) and must purchase said permit(s) or registration(s) before the animal may be released from the animal services facility.

(3) If an animal that requires a rabies vaccination is impounded by the animal control officer for violating this chapter and the owner cannot prove that the animal has a current rabies vaccination, a citation for failing to vaccinate will be issued. The owner shall then have five (5) days to provide proof of obtaining a current rabies vaccination to the animal control officer or else he shall be cited again for violation of this article. Each subsequent day that passes after the five (5) day period shall be considered a separate offense. For the purposes of this section, a rabies tag alone is not sufficient proof of an animal's current rabies vaccination.

(4) If an animal is impounded by the animal control officer for violating this chapter and the owner cannot prove that the animal has been previously microchipped, the owner must purchase a microchip before the animal may be released from the animal services facility. The identification number provided by the microchip shall be maintained on file at the animal services facility or with a nationally recognized registry, for future identification purposes.

Sec. 2.05.006 Keeping of livestock, ~~goats, fowl, hogs or swine~~

(a) The keeping of livestock shall be permitted in "A" agriculture zoning districts and in areas primarily used for agriculture purposes, with the exception of the following limitations.

(b) ~~Goats.~~ The keeping of goats shall be permitted in "R-1L" ~~single-family, single-family~~ residential - large lots zoning districts and in "A" agriculture zoning districts subject to the following requirements:

(1) In ~~the~~ "R-1L" zoning district, lots must be a minimum of one (1) acre, and only two (2) goats are permitted per acre.

(2) In "A" zoning districts, lots must be a minimum of two (2) acres, and only four (4) goats are permitted per acre.

(C) Fowl. (1) For the purpose of this division (C), fowl shall be limited to female chickens (hens).

(2) This division does not apply if the land upon which the animals are maintained is zoned "A - Agricultural".

(3) A person commits an offense if the person knowingly:

(a) Keeps or maintains a rooster;

(b) Keeps or maintains more than six fowl;

(c) Keeps or maintains fowl in an inadequate fowl shelter, including the fenced run, at a distance closer than 25 feet of an occupied building of a person other than the owner;

(d) Fails to provide an adequate fowl shelter as defined in § 2.05.005;

(e) Keeps or maintains fowl in the front yard area;

(f) Fails to provide fowl with fresh, clean water and food;

(g) Fails to store fowl feed in secure containers protected from rodents, insects and other animals;

(h) Slaughters fowl within the city limits;

(i) Fails to keep or maintain fowl within a fowl shelter, pen, coop or hutch as defined in § 2.05.005. A fenced yard shall not qualify as a pen, coop or hutch;

(j) Sells eggs for profit. Any eggs produced by fowl permitted under this section shall be for personal use only;

(k) Fails to allow an animal control officer to inspect the fowl shelter, pen, coop, or hutch and related premises.

(D) The owner or person in possession of animals shall keep yards, pens, coops, and enclosures in which these animals are confined in such a manner so as not to give off odors offensive to persons of ordinary sensibilities residing in the vicinity, or to breed or attract flies, mosquitoes, or other noxious insects, or in any manner to endanger the public health or safety; or create a public nuisance. All persons keeping- these animals shall comply with the following sanitary regulations: manure and droppings shall be removed from pens, yards, cages and other enclosures daily, and handled or disposed of in such manner as to keep the premises free of any nuisance.

(E) The slaughter of livestock shall be prohibited within the city limits unless performed by a licensed professional at a rendering or meat processing facility.

(F) It is an exception to this section that:

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(1) The animal or structure was at a veterinary clinic or hospital, pet store, feed store, farm store, school building, or any similar establishment properly zoned for keeping these animals;

(2) The structure, pen, corral, or other enclosure was in existence at the time the premises on which it is located were annexed by the city. However, if the ownership or primary use of the premises changes, this exception shall not apply;

(3) The structure, pen, corral, or other enclosure was in existence prior to the time a habitation was erected on another's property; or

(4) ~~The~~ livestock was purchased and housed prior to January 1, 2005.

(de) Hogs and swine. It shall be unlawful for any person other than a veterinarian to keep any live hogs or swine within the city limits, except in the hereinafter-named location(s), for a period longer than twenty-four (24) hours:

(1) The campus and grounds of Joshua Independent School District.

(ed) All hog pens, barns, stables, and other facilities housing livestock shall meet the requirements of the city building code, zoning ordinance, and the general design standards, specifications, and operating procedures for animal establishments.

(fe) Unless specifically provided for herein, only one (1) head of livestock is permitted per one (1) acre of land.

(gf) It shall be a defense to prosecution regarding the number of livestock being kept, that the same livestock in question were being kept on the same premises, by the owner of the livestock, prior to the adoption of this section. Notwithstanding the foregoing, at such time as the livestock on the property dies or is otherwise disposed of by the owner, it may not be replaced until such time as the livestock meets the requirements set forth herein and then only may be replaced to the extent such number and kind is in conformance with this section.

(hg) It shall be a defense to prosecution that the person keeping the livestock is a student, is a member of the local FFA Club and has been issued a temporary permit by the animal control officer Supervisor, who shall have the discretion to issue said permit upon proper documentation provided by the student and/or teacher.

Commented [AB1]: Are there any conditions that are grandfathered in?

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**CITY OF JOSHUA
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF JOSHUA TEXAS CODE OF ORDINANCES AMENDING CHAPTER 2. ANIMAL CONTROL, ARTICLE 2.01. GENERAL PROVISIONS; ARTICLE 2.02 IMPOUNDMENT; ARTICLE 2.03 RABIES AND ZONOSIS CONTROL; ARTICLE 2.05 OTHER ANIMALS; ARTICLE A3.000 ANIMAL CONTROL FEES; INCORPORATING RECITALS; SAVINGS CLAUSES AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the City of Joshua, Texas ("City") to establish comprehensive rules and regulations for animal control in the City; and

WHEREAS, the proper care, regulation and control of animals, fowl and livestock is necessary for the health, safety and quality of life of the citizens of the City; and

WHEREAS, the establishment of reasonable requirements for the care and control of dogs, cats, animals, fowl and livestock are necessary to protect such animals and the general public; and

WHEREAS, it is necessary for the City to adopt requirements and regulations which will enable the officers and employees of the City to respond in a manner consistent with State law to unusual circumstances and conditions that arise from time to time with respect to the keeping, care and control of domestic, wild and exotic animals; and

WHEREAS, the rules, regulations and requirements established by ordinance may not be inconsistent with State law; and

WHEREAS, the City Council has determined that it is in the best interest of the City to regulate animals within the City in accordance with State law.

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

SECTION 1. AMENDMENT. That the Code of Ordinances of the City of Joshua, Texas is hereby amended Chapter 2, "Animal Control," which shall hereinafter read as follows:

ARTICLE 2.01.001 DEFINITIONS

For the purposes of this chapter, certain terms and words are hereby defined. Words used in the present tense include the future, the singular number includes the plural, and the plural the singular; reference to the male gender includes the female, and references to any person or animal without specifying gender include both male and female; the word "shall" is mandatory and directory wherever it is used in the chapter. Other words defined are:

Abandon. Leaving in an enclosure or at-large without providing food, water, or shelter from the sun, rain, hail, or snow.

Abused. Wounded, maimed, trapped, beaten, crippled, starved, or tortured by any means or lack of necessary immediate medical care or failure to give food, water, shelter, and shade, be it manmade or natural.

Animal. Any living creature, except human beings, classified as a member of the Kingdom Animalia and including, but not limited to, mammals, birds, reptiles and fish.

Animal control officer. An employee of the city appointed by the city manager to supervise the operation and maintenance of the city's animal services facility, to act as the animal control authority under state law, and to help carry out and enforce the provisions of this chapter.

Animal dealer. Any person, partnership or corporation engaging in the business of buying, selling or trading animals to others in any public area, including, but not limited to, sale of any animal at a roadside stand, booth, flea market, or other temporary site. This definition does not include private party animal sales or government operated animal shelters.

Animal establishment. Any facility or business that has custody or control of animals within the city including, but not limited to, pet shops, volunteer or public kennels or rescue shelters, pet grooming facilities, animal auction facilities or commercial kennels. This term does not include veterinary or medical facilities, research or other facilities licensed by government agencies.

Animal exhibition. Any exhibition or act featuring performing animals, including circuses, temporary animal exhibits, petting zoos and private zoos. Such exhibitions shall not include resident or non-resident dog and cat shows which are sponsored and/or sanctioned by the animal services division.

Animal services division. The department of the city tasked with the responsibilities set forth herein and any other animal related matters as may be deemed necessary by the city manager.

Animal services facility. An establishment operated by the city for the temporary confinement, safekeeping, and control of animals which come into the custody of the city.

Apiary. A place where honeybee colonies are kept.

Assistance animal. Any animal professionally trained to assist a person with a disability.

At-large.

(1) An animal (excluding sterilized and registered cats) that meets one (1) of the following criteria:

(A) On-premises of owner. Any animal not confined to the premises of the owner by some physical means of sufficient height, strength, length, and/or manner of construction to preclude the animal from leaving the premises of the owner. Any animal being contained by a fence that, because of the fence's lack of height or general disrepair, cannot properly restrict the animal, shall be considered at-large.

(B) Off-premises of owner. Any animal which is not physically and continually restrained by some person by means of a leash or chain of proper strength and length that precludes the animal from making unsolicited contact with any person, their clothing, their property, or their premises.

(2) The term shall not include animals being trained or exhibited while under the immediate physical control of a person.

Attack. Biting or scratching of a person or an animal by an animal.

Auction. Any place or facility where animals are regularly bought, sold or traded. This definition does not apply to individual sales of animals by private owners.

Beekeeper. A person who owns, leases, or manages one (1) or more colonies of honeybees, whether for private or commercial purposes.

Breeder. A person who breeds dogs or cats and transfers possession of more than one litter per

breeding female dog or cat.

Cat. Any live or dead cat (*Felis catus*).

Circus. A commercial variety show featuring animal acts for public entertainment.

City. The City of Joshua, Texas.

City manager. The city manager of the city.

Colony. A hive and its equipment and appurtenances include honeybees, comb, honey, pollen and brood.

Commercial establishment. Establishments that engage in activities that include animal dealer, animal establishment, and animal exhibition, as those terms are defined herein.

Continuing public nuisance. A public nuisance that, after required notice is given to the owner of an animal(s) or person in control of an animal(s), continues unabated, as determined by the animal control officer.

Cruelly treated. Includes tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, care or shelter, cruelly confined, or caused to fight with another animal.

Dangerous animal. Regardless of the individual's animal age or health:

- (1) Any individual animal which, because of its physical nature and/or vicious propensity, would constitute a danger to human life or property; or any animal that is possessed of tendencies to attack or to injure human beings or other animals;
- (2) An animal that commits an unprovoked attack on a human being that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own;
- (3) An animal that commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person reasonably to believe that the animal will attack and cause bodily injury to that person;
- (4) An animal that makes an unprovoked attack on a domestic animal or domestic fowl that causes bodily injury or death and which occurs when such animal is at-large; or
- (5) A dangerous wild animal, as defined herein.

Dangerous wild animal. Any animal of a species defined as a "dangerous wild animal" in subchapter E (dangerous wild animals), chapter 822 (regulation of animals), of the Texas Health and Safety Code.

Deep box. A structure for housing bees that has a depth not larger than 9-5/8" deep.

Department. The city health department.

Dog. Any live or dead dog (*Canis familiaris*).

Doghouse. A structure made of wood, plastic, or metal materials, but not limited to any of the above, that is for the sole use of a dog. The dog house shall be made of a material to protect the animal from: rain, snow, or other unfavorable weather conditions.

Endangered species. Any species of animal that is considered endangered by international, federal, or state regulations.

Enforcement agent. The public health administrator, local rabies control authority, local health authority, animal services officers, peace officers, firefighters and other authorized employees of the city.

Estray. Any unbranded sheep, cattle, horses, or mules found running at-large, or any branded sheep, cattle, horses, or mules found running at-large, or any swine found running at-large; but it does not mean nor include any unweaned animal specified in this section that is running with its mother.

Foster home. A temporary care facility for an animal.

Guard dog. A dog that has been trained professionally to display aggressive training for the specific purpose of protecting persons or property.

Harbor. To provide home, sustenance, shelter, refuge, care or habitat for or to exercise custody or control over a domestic animal.

Harborer. Any person, family, group of persons, firm, corporation, association, or partnership who harbors a domestic animal.

Hive. A structure intended for the housing of a honeybee colony.

Honeybee. Any stage of the common honeybee, *Apis mellifera* species.

Identification. Any acceptable method such as microchipping, or tattoo readily traceable to the current owner.

Impound. The placing of an animal in the city's animal services facility, or, the taking into custody of an animal for the purposes of transportation to the city's animal services facility.

Inhumane treatment of animals. Any treatment of an animal prohibited by any provision of law, including federal, state and local laws, ordinances or rules.

Kennels, commercial. For purposes of this chapter only, any establishment where a person, partnership or corporation keeps dogs or cats primarily for the purpose of breeding, buying, selling, trading, showing, training or boarding such animals.

Licensed veterinarian. A veterinarian licensed by the Texas Board of Veterinary Examiners.

Livestock. Means or includes, regardless of age, sex or breed, horses, consisting of all equine species including mules, fowls, donkeys, and jackasses; cows, consisting of all bovine species; sheep, consisting of all ovine species; llamas or alpacas; goats, consisting of all caprine species; and pigs, consisting of all swine species.

Local rabies control authority. The animal control officer or other designee of the public health administrator.

Medium box. A structure for housing bees that has a depth not larger than 6-5/8" deep.

Microchip. A passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's owners. The microchip shall be supplied with an exterior collar-type tag for purposes of an external means of notifying others that the animal has been implanted with a microchip.

Microchip reader. An electronic scanner with an operating frequency that is able to detect a microchip that has been implanted in an animal, and display the number of the microchip to its operator. The microchip reader shall be of a type that activates and displays the number of a microchip manufactured by multiple vendors.

Municipal court. The City of Joshua Municipal Court of Record.

Neglected. Without sufficient food, shelter, shade, water, or without appropriate veterinary care and treatment to maintain health or heavily infested with parasites.

Neutered. Any animal, male or female, rendered incapable of breeding or being bred.

Owner. Any person, partnership, corporation, association or legal entity that harbors, shelters, keeps, controls, manages, possesses or has whole or part interest in any animal. The occupant, owner or head of household of any premises where an animal remains for seventy-two (72) hours or more shall be rebuttably presumed to be the owner of such animal, unless the animal has been reported to the animal control shelter as a stray animal. An occupant of any premises on which a dog or cat remains or customarily returns is a person responsible for it under this chapter. If a person under the age of seventeen (17) years owns an animal subject to the provisions of this chapter, the head of the household of which such person under the age of seventeen (17) years is a member shall be the person responsible for the animal under this chapter. Such household head may himself be under the age of seventeen (17) years and therefore subject to prosecution under this chapter. There may be more than one person responsible for an animal.

Pet animal. Any animal that may be kept as a pet within the city so long as all of the required provisions of this chapter are met, and is not a dangerous wild animal or a wild animal, including but not limited to the following animals:

- (1) Birds. Any birds commonly kept as pets that are not protected from ownership by any state or federal law, or any bird kept for falconry purposes by a state and federally permitted falconer;
- (2) Fish. Any fish commonly kept as pets that are not protected from ownership by any state or federal law;
- (3) Mammals. Includes any mammal commonly kept as pets including dogs, cats, ferrets, rabbits, guinea pigs, hamsters, hedgehogs, rats, mice, chinchillas, and sugar gliders but not limited to these; or
- (4) Reptiles. Any non-venomous reptile that is not protected from ownership by any state or federal law.

Permit. A certificate issued, pursuant to this chapter, by the city.

Prohibited animal. An animal that poses a potential physical or zoonotic disease threat; that is a member of an endangered species; or that is protected by International, Federal, or State Regulations other than a common domestic species regardless of state of duration of captivity including, but not limited to, the following categories:

- (1) Class Reptilia.
 - (A) Category I. Order Squamata, family Helodermatidae (the venomous lizards such as Gila monsters and beaded lizards), family Hydrophiidae (marine snake), family Vioeridae (such as rattlesnakes, copperheads, cottonmouth, moccasin, and true vipers), family Elapidae (such as coral snakes, cobras, and mambas), family Colubridae (including rear-fanged colubrids such as Dispholidus typus (boomslang), Hydrodynastes gigas (water cobra), Boiga dendrophilia (mangrove snake), and other venomous Boiga species, and Thelotornis kirtlandi (twig snake), family Boidae (such as pythons and boas longer than six (6) feet, anacondas); order Crocodilia (such as crocodiles, caimans, and gavials).
- (2) Class Aves.
 - (A) Category II. Order Sfrigiformes (such as owls), order Falconiformes (such as falcons,

hawks, eagles, and vultures).

(3) Class Mammalia.

(A) Category III. Order Carnivoria, family Felidae (such as lions, ocelots, margays, tigers, jaguars, leopards, and cougars) except domestic cats, the family Canidae (such as wolves, dingos, coyotes, and jackals), except domestic dogs, family Ursidae (such as bears), suborder Pinnipedia (such as seals and sealions) order Primata (such as apes, orangutans, chimpanzee, and gorillas) order Proboscida (elephants) order Chiroptera (bats) order Ungulata (such as antelopes, deer, bison, and camels) and order Marsupialia (such as kangaroos), and any hybrid thereof.

(B) Category IV. Order Carnivora, family Mustelidae (such as weasels, skunks, martins, mink, and badgers), except ferrets, family Procyonidae (raccoon) family Vivveridae (such as civets and mongooses); order Edentata (such as sloths, anteaters, and armadillos), and order Rodentia (such as porcupines).

(4) Fish.

(A) Category V. Order Anguilliformes, family Muraenidae and family Congridae (eels) order Cypriniformes; and family Characidae (piranha fish).

(5) Exceptions to list of class; family and order of prohibited animal. Prohibited animal does not include livestock, fowl, ratites, poultry, or common household pets, such as a psittacine bird, canary, finch, cockatiel, or other commonly kept domestic birds, small monkey, hamster, guinea pig, gerbil, rabbit, fish, or small non-venomous reptile which is less than six (6) feet long and are not listed in any category above.

Public health administrator. The administrative official appointed by the city manager.

Public nuisance. The conduct of any owner in allowing an animal to:

- (1) Engage in conduct which establishes such animal as a dangerous animal, as defined herein;
- (2) Damage, soil, defile or defecate on private property other than the owner's or on public property, unless such waste is immediately removed and properly disposed of by the owner of the animal;
- (3) Be at-large, as defined herein (excluding sterilized and registered cats that are identified by some means of traceable identification);
- (4) Cause a disturbance by excessive barking, howling, or noise making near the private residence of another;
- (5) Produce odors or unclean conditions sufficient to offend a person of normal sensibilities standing or which creates a condition conducive to the breeding of flies or other pests;
- (6) Chase vehicles, or molest, attack or interfere with other animals or persons, or is at-large on public or private property; or
- (7) Create a condition that is dangerous to human life or health; renders the ground, the water, the air or the food a hazard or injurious to human life or health or that is offensive to the senses; or that is detrimental to the public health.

Quarantine. To take into custody, place in confinement, and isolate from human beings and other animals. The quarantine period for a dog, cat, domestic ferret, or other mammal for rabies observation is ten (10) days or 240 hours from the date and time of the bite, scratch or other exposure, or as recommended by the regional veterinarian from the Texas Department of State Health Services.

Registration. A rabies certificate issued by a licensed veterinarian and an identification tag recognized by animal services from an approved issuing agent.

Restraint. To control an animal by physical means so that it remains on the premises of the owner, or, when off the owner's premises, by means of a cage, or leash or rope under the direct control of a person of sufficient strength to control the animal.

Running at-large. To be free of physical restraint outside of an enclosed or fenced area. Voice control alone does not constitute physical restraint.

Serious bodily injury. An injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Shade. Any natural or manmade structure that will provide shade from the sun not to include a dog house, shed, lean-to, or space under a house or mobile home.

Shallow box. A structure for housing bees that has depth not larger than 5-7/8" deep.

Shelter. Any structure that will shield an animal from rain, snow, hail, freezing temperature, excessive heat, and other unfavorable weather conditions, including direct exposure to wind from the north. A shelter will consist of the following:

- (1) Appropriate size for the animal to stand, turn, and lay comfortably;
- (2) To have a top, four (4) sides, and a floor; and
- (3) Have an opening of appropriate size for the animal to fit through.

Sterilized. An animal rendered incapable of reproduction by means approved by the American Veterinary Medical Association.

Tether. To chain, tie, fasten or otherwise secure an animal to a fixed point or trolley system so that it can move or range only within certain limits.

Traceable identification. A type of identification, such as a tag, microchip, or tattoo that can be readily used by animal services to identify the current ownership of an animal.

Unprovoked attack. An incident in which a dog which attacked a human being or an animal was not hit, kicked, or struck by a human being with any object or part of a human being's body, nor was any part of the dog's body pulled, pinched, or squeezed by a human being, nor was the dog taunted or teased by any human being, nor was the human being in the dog's territory on the property of the dog's owner at the time of the attack.

Vaccination. The inoculation of an animal with a rabies vaccine that is licensed by the United States Department of Agriculture for use in that species and which is administered according to the label's directions by a veterinarian for the purpose of immunizing the animal against rabies.

Veterinary clinic. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases and injuries of animals.

Wildlife educational center. An organization that has met all of the state and federal requirements to possess wildlife for educational purposes.

Zoological park. Any facility, other than a pet shop, kennel, or wildlife education center, displaying or exhibiting one or more species of non-domesticated animals, and operated by a person, partnership, corporation, or governmental agency.

Zoonotic disease. A disease which is of animal origin and usually causes illness to other members of animal populations and which can adversely affect man.

ARTICLE 2.02.001 IMPOUNDMENT AND REDEMPTION

(a) Impoundment.

(1) It is the duty of the enforcement agent to capture and impound such animals that are running at-large or which are required to be impounded pursuant to other laws or ordinances or to protect public safety. Any officer or citizen of the city is authorized to take up and deliver in a humane manner to the animal services facility any animal that may be found running at-large in the city.

(2) The animal control officer shall impound and quarantine all dogs, cats and other animals exposed to, suspected to be exposed to, or infected with rabies, whether the dog, cat or other animal to be impounded is at-large, on a leash, or confined to its owner's premises or whether it is currently vaccinated. Any animal which a licensed veterinarian suspects of having rabies shall be humanely euthanized. Any animal exposed to a rabid animal shall be humanely euthanized or quarantined at the owner's expense for a period mandated by the Texas Department of State Health Services Zoonosis Control Division, not less than ten (10) days from the date of last known exposure.

(3) The animal control officer shall impound an animal at the request of a peace officer when the owner of the animal has been arrested, hospitalized, is missing, or has died, and there is no person present, eighteen (18) years of age or older, who will assume the legal responsibility of providing food, water and shelter for such animal.

(b) Identification of impounded animals.

(1) The animal control officer, or his/her deputies, upon receiving an animal for impoundment, shall make a complete registry, including the species, breed, color, and sex of such animal, whether it has traceable identification and the time and place of taking custody. If the animal has traceable identification, he shall enter the name and address of the veterinary clinic, year, the microchip number, and any other pertinent information. When kennel space allows, animals with traceable identification shall be kept separate from animals that do not have identification. All animals impounded shall be scanned with a microchip reader.

(2) If, by microchip number, the owner of an impounded animal can be identified, the animal control officer shall, as soon as possible, notify the owner by telephone or mail; however, it is the responsibility of the owner to visit the animal services facility before the expiration of the designated holding period to reclaim lost pets.

(3) Impounded animals with no means of traceable identification shall be kept for not less than three (3) days, unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this article. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

(4) Animals with any type of traceable identification shall be kept for not less than ten (10) days, or not less than three (3) days from the time the owner is notified of their animal being impounded, whichever is the shorter time period unless earlier reclaimed by the owner under acceptable

conditions or earlier euthanized as allowed by this article. If an animal has a tag that does not list the owner's phone number or address, and the person or business that is in possession of the owner's contact information will not release it to the animal services division, then for the purposes of this section it shall be the responsibility of that person or business to notify the owner of the animal being impounded, and the animal shall be held for three (3) days after the animal control officer contacts the person or business in possession of the owner's contact information. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

(5) If an owner claims a dog or cat that has been impounded by animal control, that animal shall be spayed or neutered within 30 days of reclamation. Failure to do so will result in a citation. Every day is considered a separate offense.

(c) Retention of impounded animals.

(1) An animal impounded at the request of an enforcement agent as required by this article shall be kept for not less than ten (10) days unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this article. It is the responsibility of the owner to visit the animal services facility before the expiration of the designated holding period to reclaim such pets.

(2) An impoundment period is not required for an animal voluntarily released to the animal control officer by its owner.

(d) Redemption of impounded animals.

(1) Any owner of an animal that has been impounded under this chapter who wishes to have it returned to him shall personally visit the animal services facility where it is impounded. The animal control officer shall return the animal if the owner can provide sufficient proof of being the animal's owner and if such release will not impair the safety of the public or the animal. The owner of the animal must pay any and all fees set forth herein and must agree to abide by all of the requirements of this chapter before the animal is returned. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

(2) If an animal that requires a microchip is impounded by the animal control officer for violating this chapter and the owner cannot prove that he is in possession of all required permit(s) or registration(s), the owner must meet all requirements of the required permit(s) or registration(s) and must purchase said permit(s) or registration(s) before the animal may be released from the animal services facility.

(3) If an animal that requires a rabies vaccination is impounded by the animal control officer for violating this chapter and the owner cannot prove that the animal has a current rabies vaccination, a citation for failing to vaccinate will be issued. The owner shall then have five (5) days to provide proof of obtaining a current rabies vaccination to the animal control officer or else he shall be cited again for violation of this article. Each subsequent day that passes after the five (5) day period shall be considered a separate offense. For the purposes of this section, a rabies tag alone is not sufficient proof of an animal's current rabies vaccination.

(4) If an animal is impounded by the animal control officer for violating this chapter and the owner cannot prove that the animal has been previously microchipped, the owner must purchase a

microchip before the animal may be released from the animal services facility. The identification number provided by the microchip shall be maintained on file at the animal services facility or with a nationally recognized registry, for future identification purposes.

ARTICLE 2.03.005 IDENTIFICATION TAG AND MICROCHIP REQUIRED

- (a) The owner or keeper of a dog, cat, or equine shall maintain current registration with a microchip registration company. This section does not apply to animals temporarily within the city for a period not to exceed fourteen (14) days.
- (b) If there is a change in contact information of an owner or keeper of a registered microchipped equine, dog, or cat, the owner or keeper shall update contact information, including new address or telephone number, with the microchip registration company within thirty (30) days of the date of the change in contact information.
- (c) If there is a change in ownership of a registered equine, dog, or cat, the initial owner or keeper shall be responsible for ensuring that the microchip is no longer registered in the initial owner's or keeper's name within thirty (30) days of the date of change in ownership. The new owner or keeper shall be responsible for re-registering the microchip to include any new address and telephone number and have the registration information transferred to the new owner's or keeper's name within thirty (30) days after the change in ownership.
- (d) An issuing agent may not issue a microchip that is not currently vaccinated against rabies.
- (e) Dogs must wear a tag at all times while outdoors; except that dogs that are kept for show or exhibition purposes are not required to wear such a tag as long as the dogs are otherwise under restraint. The tag shall include either the dog's microchip number or the current address or telephone number of the dog owner.
- (f) Cats and equines shall not be required to wear a tag with the registered microchip number on a collar.
- (g) Any owner who fails to obtain a current identification/microchip tag shall be deemed guilty of a misdemeanor.
- (h) No person may use a registered microchip number for any animal other than the one for which it was issued. (c) An issuing agent may not issue an animal identification/registration tag that is not currently vaccinated against rabies or microchipped. If not microchipped at time of registration the animal will be microchipped by the animal control department at the time of registration.
- (d) Each issuing agent shall report the unique identification/registration tag number issued to the animal control officer within thirty (30) days and shall remit all identification/registration tag fees and information collected at least once monthly.
- (e) All dogs and cats four (4) months of age or older must wear traceable identification.
- (f) Any owner who fails to obtain a current city identification/registration tag shall be deemed guilty of a misdemeanor.

- (g) No person may use a city identification/registration tag or rabies certificate on an animal other than for which it was issued.
- (h) Identification/registration tags must be renewed annually. No refunds shall be made on any city identification/registration tag fee. A duplicate identification/registration tag may be obtained upon payment of fee established by this chapter.
- (i) Rabies vaccination certificates will be valid for one (1) year.

Sec. 2.05.006 KEEPING OF LIVESTOCK

- (a) The keeping of livestock shall be permitted in “A” agriculture zoning districts and in areas primarily used for agriculture purposes, with the exception of the following limitations.
- (b) Goats. The keeping of goats shall be permitted in “R-1L” single-family residential - large lots zoning districts and in “A” agriculture zoning districts subject to the following requirements:
 - (1) In the “R-1L” zoning district, lots must be a minimum of one (1) acre, and only two (2) goats are permitted per acre.
 - (2) In “A” zoning districts, lots must be a minimum of two (2) acres, and only four (4) goats are permitted per acre.
- (c) Fowl.
 - (1) For the purpose of this division (C), fowl shall be limited to female chickens (hens).
 - (2) This division does not apply if the land upon which the animals are maintained is zoned "A - Agricultural".
 - (3) A person commits an offense if the person knowingly:
 - (a) Keeps or maintains a rooster;
 - (b) Keeps or maintains more than six fowl;
 - (c) Keeps or maintains fowl in an inadequate fowl shelter, including the fenced run, at a distance closer than 25 feet of an occupied building of a person other than the owner;
 - (d) Fails to provide an adequate fowl shelter as defined in § 2.05.005;
 - (e) Keeps or maintains fowl in the front yard area;
 - (f) Fails to provide fowl with fresh, clean water and food;
 - (g) Fails to store fowl feed in secure containers protected from rodents, insects, and other animals;
 - (h) Slaughters fowl within the city limits;
 - (i) Fails to keep or maintain fowl within a fowl shelter, pen, coop, or hutch as defined in § 2.05.005. A fenced yard shall not qualify as a pen, coop, or hutch;

(j) Sells eggs for profit. Any eggs produced by fowl permitted under this section shall be for personal use only;

(k) Fails to allow an animal control officer to inspect the fowl shelter, pen, coop, or hutch and related premises.

(D) The owner or person in possession of animals shall keep yards, pens, coops, and enclosures in which these animals are confined in such a manner so as not to give off odors offensive to persons of ordinary sensibilities residing in the vicinity, or to breed or attract flies, mosquitoes, or other noxious insects, or in any manner to endanger the public health or safety, or create a public nuisance. All persons keeping these animals shall comply with the following sanitary regulations: manure and droppings shall be removed from pens, yards, cages, and other enclosures daily, and handled or disposed of in such manner as to keep the premises free of any nuisance.

(E) The slaughter of livestock shall be prohibited within the city limits unless performed by a licensed professional at a rendering or meat processing facility.

(F) It is an exception to this section that:

(1) The animal or structure was at a veterinary clinic or hospital, pet store, feed store, farm store, school building, or any similar establishment properly zoned for keeping these animals;

(2) The structure, pen, corral, or other enclosure was in existence at the time the premises on which it is located were annexed by the city. However, if the ownership or primary use of the premises changes, this exception shall not apply;

(3) The structure, pen, corral, or other enclosure was in existence prior to the time a habitation was erected on another's property; or

(4) The livestock was purchased and housed prior to January 1, 2005.

(d) Hogs and swine. It shall be unlawful for any person other than a veterinarian to keep any live hogs or swine within the city limits, except in the hereinafter-named location(s), for a period longer than twenty-four (24) hours:

(1) The campus and grounds of Joshua Independent School District.

(e) All hog pens, barns, stables, and other facilities housing livestock shall meet the requirements of the city building code, zoning ordinance, and the general design standards, specifications, and operating procedures for animal establishments.

(f) Unless specifically provided for herein, only one (1) head of livestock is permitted per one (1) acre of land.

(g) It shall be a defense to prosecution regarding the number of livestock being kept, that the same livestock in question was being kept on the same premises, by the owner of the livestock, prior to the adoption of this section. Notwithstanding the foregoing, at such time as the livestock on the property dies or is otherwise disposed of by the owner, it may not be replaced until such time as the livestock meets the requirements set forth herein and then only may be replaced to the extent such number and kind is in conformance with this section.

(h) It shall be a defense to prosecution that the person keeping the livestock is a student, is a member of the local FFA Club, and has been issued a temporary permit by the animal control officer Supervisor, who shall have the discretion to issue said permit upon proper documentation provided by the student and/or teacher.

Sec. 2.01.007 TETHERING OF DOGS AND OTHER ANIMALS

(a) Unlawful tethering of a dog:

(1) An owner may not leave a dog outside and unattended by use of a tether that unreasonably limits the dog's movement:

(A) Between the hours of 10:00 p.m. and 6:00 a.m.;

(B) Within 500 feet of the premises of a school; or

(C) In the case of extreme weather conditions, including conditions in which:

(i) The actual or effective outdoor temperature is below 32 degrees Fahrenheit;

(ii) A heat advisory has been issued by a local or state authority or jurisdiction; or

(iii) A hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.

(2) A tether unreasonably limits a dog's movement if the tether:

(A) Uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog;

(B) Restraints must allow the dog to stand, turn around, and lie down;

(C) Is a length shorter than the greater of:

(i) Five (5) times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or

(ii) Ten (10) feet;

(D) Is in an unsafe condition; or

(E) Causes injury to the dog.

(b) An animal is under lawful tethering under the following conditions:

(1) A dog tethered to a running line, pulley, or trolley system and that is not tethered to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar;

- (2) A dog tethered in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;
 - (3) A dog tethered for a reasonable period, not to exceed three hours in a 24-hour period, and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;
 - (4) A dog tethered while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by this state if the activity for which the license is issued is associated with the use or presence of a dog;
 - (5) A dog tethered while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; or
 - (6) A dog tethered while the owner is engaged in conduct directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.
- (c) This section does not prohibit a person from walking a dog with a hand-held leash.
- (d) It shall be unlawful for any person to tie or tether a dog or other animal to a stationary object. Dogs must be tethered on a trolley or cable run system to prevent an unhealthy or potentially dangerous situation. The terms “unhealthy situation” and “potentially dangerous situation” shall include, but not be limited to the following:
- (1) To tether or restrain any animal in such a manner as to permit the animal access upon any public right-of-way;
 - (2) To tether or restrain any animal in such a manner as to cause the animal injury or pain or not to permit the animal to reach shelter, food, shade, /or water or otherwise create an unsafe or unhealthy situation, and must not be restrained with chains, this includes pets temporarily unattended in a stationary, open-air truck bed;
 - (3) To tether or restrain any animal in such a manner as to permit the animal to leave the owner’s property;
 - (4) To tether or restrain any animal in an area that is not properly fenced so as to prevent any person or child from entering the area occupied by said animal;
 - (5) To tether or restrain any pet animal in a manner whereby the animal is subject to harassment, stings, or bites from outdoor insects, or attacks by other animals;
 - (6) To tether any animal with a tether that is not equipped with swivel ends;
 - (7) To tether or restrain any animal in such a manner that does not prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or from leaving part of its owner’s property;
 - (8) To fail to remove waste from the tethered area on a daily basis;

- (9) To restrain any animal without using a properly fitted collar or harness; or
- (10) To use a restraint that weighs more than one-fifth (1/5) of the animal's body weight.

ARTICLE A3.000 ANIMAL CONTROL FEES

(a) Adoption fee, includes sterilization, rabies vaccination, applicable vaccines, heartworm or Feline Triple Testing, worming, and microchip:

(1) Dog: \$140.00

(2) Cat: \$140.00

(b) Daily care fee:

(1) Animal Single Day: \$20.00.

(2) Each Day Thereafter: \$10.00.

(c) Quarantine Fee:

(1) Cat/Small Dog/Puppy: \$20.00 day.

(2) Dog Over 50 lbs.: \$25.00 day.

(3) Any impoundment fee may be reduced if the owner agrees to have the animal rabies vaccinated, microchipped, and sterilized and the owner pays the fees related to that service.

(d) Microchip Fee:

(1) Dog/Cat Resident: \$15.00.

(2) Dog/Cat Non-Resident: \$20.00

(e) Impoundment Fee:

(1) First Offense:

(A) Sterilized: \$25.00.

(B) Unsterilized: \$75.00.

(2) Second Offense:

(A) Sterilized: \$50.00.

(B) Unsterilized: \$150.00.

(3) Third Offense

(A) Sterilized: \$75.00.

(B) Unsterilized: \$225.00.

(4) Guard Dogs: \$225.00 for each offense.

(5) Any impoundment fee may be reduced if the owner agrees to have the animal rabies vaccinated, microchipped, and sterilized by the Animal Services Division and the owner pays the fees related to that service.

(f) Owner Relinquish Fee:

(1) Single: \$25.00.

(2) Litter: \$45.00.

(g) Multi-Pet Permit:

(1) Application Fee: \$5.00 per pet over the limit

(2) Annually: \$50.00 per household

(h) Breeder Permit:

(1) Application Fee: \$5.00.

(2) Annually: \$100.00.

(i) Rescue Permit:

(1) Application Fee: \$5.00.

(2) Annually: \$50.00.

(j) Kennel Permit:

(1) Application Fee: \$5.00.

(2) Annually: \$100.00.

(k) Bee Keeping Permit:

(1) Application Fee: \$5.00

(2) Annually: \$100.00

(l) Dangerous Animal Registration:

\$250.00 annually (\$50 mandatory fee pursuant to Tex. Health and Safety Code § 822.043 and \$200 administration fee).

(m) Owner Dead Animal Removal:

(1) \$40.00 per animal up to 50 lbs.

(2) \$80 per animal 51 lbs. and over

(n) Deposit for Live Traps:

(1) \$50.00

(o) Removal of Animals from Non-City Traps:

(1) \$40.00 per animal

(p) Failure to Spay or Neuter:

(1) \$281.00

(q) The Animal Services Manager may authorize the waiver or reduction of fees for special events, activities, and certain circumstances in which the intended result is to reduce the number of animals being housed by the Animal Services Division.

SECTION 3. The remainder of Chapter 2 in the City's Code of Ordinances remains unchanged. The Code of the City of Joshua, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict with all remaining portions not conflicting being saved from repeal herein.

SECTION 5. The Amendment to this Ordinance shall take effect immediately upon approval by the City Council of Joshua.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 20TH DAY OF OCTOBER 2022.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'	130.08'	106.06'	S 59°38'15" W	124°12'34"

METES & BOUNDS DESCRIPTION

BEING A 3.554 ACRE TRACT OF LAND SITUATED IN THE GEORGE CASSELAND SURVEY, ABSTRACT NUMBER 173, CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 47.00 ACRE TRACT OF LAND (REMAINDER) DESCRIBED BY DEED TO JOSHUA BOBOS, LTD., RECORDED IN VOLUME 4045, PAGE 55, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882" AT THE SOUTHWEST CORNER OF LOT 5A, BLOCK 1, JOSHUA STATION ADDITION, AN ADDITION TO THE CITY OF JOSHUA, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 861, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND BEING ON THE NORTH RIGHT-OF-WAY LINE OF JOSHUA STATION BOULEVARD, A 100' RIGHT-OF-WAY, FROM WHICH A 1/2" CAPPED IRON ROD FOUND STAMPED "PATE" BEARS SOUTH 06 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 835.39 FEET;

THENCE SOUTH 88 DEGREES 14 MINUTES 46 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 130.83 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882", BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 130.08 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE AND WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 124 DEGREES 12 MINUTES 54 SECONDS, WHOSE LONG CHORD BEARS SOUTH 59 DEGREES 38 MINUTES 15 SECONDS WEST, A CHORD LENGTH OF 106.06 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882", BEING ON THE EAST LINE OF LOT 1B, BLOCK 1, JOSHUA STATION ADDITION, AN ADDITION TO THE CITY OF JOSHUA, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10, PAGE 467, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 01 DEGREES 44 MINUTES 58 SECONDS WEST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF SAID LOT 1B AND THE EAST LINE OF LOT 1A, SAID JOSHUA STATION ADDITION (10-467), A DISTANCE OF 746.76 FEET, TO A 1/2" CAPPED IRON ROD FOUND STAMPED "PATE" AT THE NORTHEAST CORNER OF SAID LOT 1A, BEING ON THE NORTH LINE OF SAID CALLED 47.00 ACRE TRACT, SAME BEING THE SOUTH LINE OF A CALLED 19.592 ACRE TRACT OF LAND DESCRIBED BY DEED TO WYLIE JOE JONES AND JEANA R. JONES, RECORDED IN VOLUME 890, PAGE 437, DEED RECORDS, JOHNSON COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 1A BEARS NORTH 89 DEGREES 37 MINUTES 28 SECONDS WEST, A DISTANCE OF 381.00 FEET;

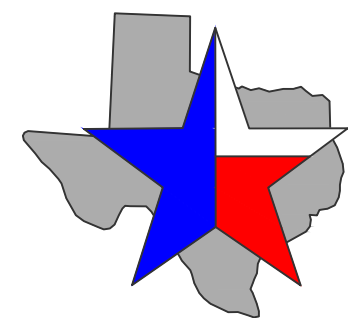
THENCE SOUTH 89 DEGREES 33 MINUTES 58 SECONDS EAST, DEPARTING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID CALLED 47.00 ACRE TRACT, BEING COMMON WITH THE SOUTH LINE OF SAID CALLED 19.592 ACRE TRACT, A DISTANCE OF 224.05 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882", FROM WHICH A 1/2" CAPPED IRON ROD FOUND STAMPED "RPLS 5544" BEARS FOR REFERENCE SOUTH 89 DEGREES 33 MINUTES 58 SECONDS EAST, A DISTANCE OF 323.26 FEET;

THENCE SOUTH 01 DEGREES 45 MINUTES 14 SECONDS EAST, DEPARTING SAID COMMON LINE AND OVER AND ACROSS SAID CALLED 47.00 ACRE TRACT AND ALONG THE WEST LINE OF SAID LOT 5A, A DISTANCE OF 687.42 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 3.554 ACRES OR 154,829 SQUARE FEET OF LAND, MORE OR LESS.

BOUNDARY SURVEY OF

3.554 ACRES OF LAND

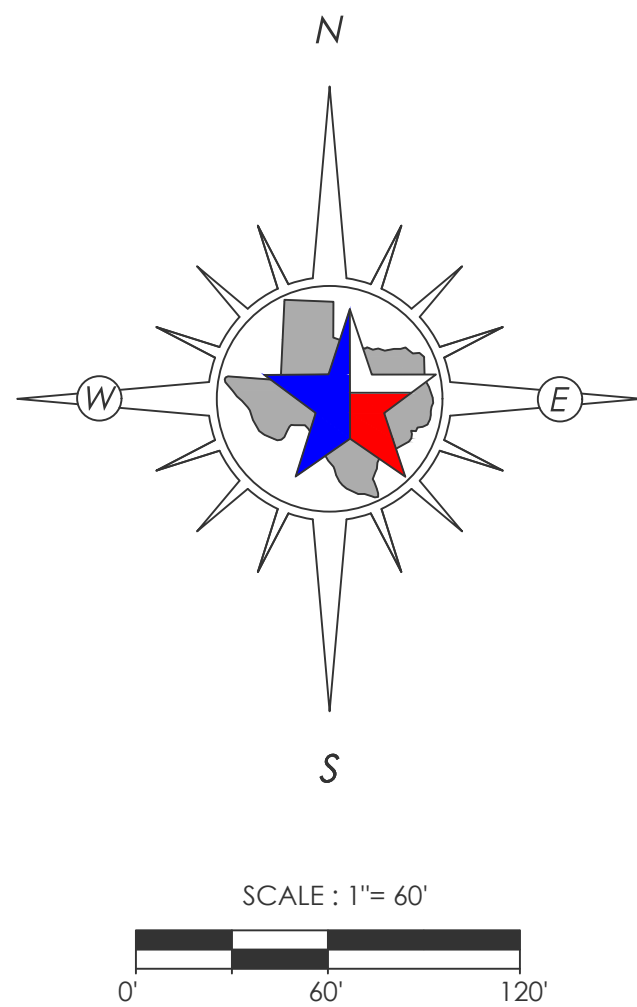
SITUATED IN THE GEORGE CASSLAND SURVEY,
ABSTRACT NO. 173, CITY OF JOSHUA,
JOHNSON COUNTY, TEXAS



—LONESTAR—
LAND SURVEYING, LLC
TBPELS FIRM# 10194707
3521 SW WILSHIRE BLVD.,

JOSHUA, TX 76058
817-935-8701

MARSHALL.MILLER@LONESTARLANDSURVEYING.COM



GENERAL NOTES

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF THE COMMITMENT FOR TITLE INSURANCE. THIS SURVEYOR HAS NOT PERFORMED ANY RESEARCH IN REGARDS TO EASEMENTS AFFECTING THE PROPERTY. THIS SURVEYOR HAS NOT ABSTRACTED THE PROPERTY.
- THE BEARINGS SHOWN HEREON ARE IN REFERENCE TO THE TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202
- ALL CORNERS CALLED CIRS ARE 5/8 INCH CAPPED IRON RODS SET STAMPED "LONESTAR RPLS6882".
- THIS SURVEY REFLECTS THE ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE, OR ABANDONED. FURTHER, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL THE UNDERGROUND UTILITIES, OR OTHER BURIED FEATURES, BUT HAS MADE AN ATTEMPT TO LOCATE THOSE VISIBLE OR INDICATED AS ACCURATELY AS POSSIBLE.

FLOOD STATEMENT

ACCORDING TO COMMUNITY PANEL NUMBER 48251C0160J, DATED DECEMBER 4, 2012, THIS PROPERTY LIES WITHIN ZONE "X" WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS AUGUST BE INCREASED BY MAN MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

SURVEYOR'S CERTIFICATION

I, MARSHALL W. MILLER, REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 6882, STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SKETCH WAS PREPARED FROM THE PUBLIC RECORDS, AND FROM AN ACTUAL AND ACCURATE SURVEY OF THE PROPERTY PERFORMED ON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON SEPTEMBER 27, 2022. THE VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON. EXCEPT AS SHOWN HEREON, THERE ARE NO APPARENT ENCROACHMENTS ONTO THE PROPERTY OR APPARENT PROTRUSIONS THEREFROM. I DID NOT ABSTRACT THE TITLE TO THIS PROPERTY, NOR DID I SEARCH THE PUBLIC RECORDS FOR EASEMENTS, ADVERSE CLAIMS, OR OTHER ENCUMBRANCES THAT MIGHT AFFECT THIS PROPERTY.

EXECUTED THIS THE 5th DAY OF OCTOBER, 2022.

Marshall Miller

MARSHALL W. MILLER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6882



PROJECT NUMBER: 220839 DATE: OCTOBER 5, 2022
REVISED DATE:
REVISION NOTES:

SHEET 1 OF 1



**Type A EDC Agenda
October 10, 2022**

Action Item/Discussion Item

Agenda Description:

Discuss, Consider and possible action regarding the contract purchase of approx. 3.73 acres of land for a Dinosaur Museum in Joshua Station.

Background Information:

The City of Joshua has partnered with Southwest Adventist University on a Dinosaur Museum project. The mission of the Dinosaur Museum is to provide the surrounding community with an intimate, hands-on, paleontological experience. Guests will have an opportunity to view fossils and displays and have a chance to be involved in the research through activities such as fossil cleaning demonstrations, training classes, and tours.

Financial Information:

\$1,360,000 to \$1,460,000. Finalized purchase amount will be announced at the meeting, pending the survey.

City Contact and Recommendations:

Molly Martin City

Staff recommends approval.

Attachments:



NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT OF SALE

[Check all boxes applicable to this Contract - Boxes not checked do not apply to this Contract]

In consideration of the agreements contained in this Commercial Contract of Sale (the "Contract"), Seller shall sell and convey to Purchaser, and Purchaser shall buy and pay for, the Property (defined below) pursuant to the provisions, and subject to the conditions, of this Contract.

1. PARTIES. The parties to this Contract are:

Seller: JOSHUA BOBOS LTD, a Texas limited partnership

Address: P.O. Box 25103 Dallas, Texas 75225

Phone: (512) 731-1865

Fax: _____

Email: billytolson@gmail.com, dht@flash.net

Purchaser: CITY OF JOSHUA ECONOMIC DEVELOPMENT BOARD AND/OR ASSIGNS

Address: 101 South Main St. Joshua, TX 76058

Phone: 817.558.7447

Fax: _____

Email: mmartin@cityofjoshuatx.us; mpeacock@cityofjoshustx.us

2. PROPERTY. The address of the Property is:

3.73 Acres behind Brookshire's Grocery at Joshua Station (State Highway 174 and Stadium Drive)

Joshua, Texas _____

The Property is located in Johnson County, Texas, the land portion of which is further described as:

Approximately 3.554 acres (as depicted on Exhibit B hereto)

(WHICH EXHIBIT IS ATTACHED FOR IDENTIFICATION PURPOSES ONLY, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED)

or as shown on **Exhibit "B"**. The Property includes, all and singular, all improvements and fixtures situated thereon, and all rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way (such land, improvements, fixtures, rights and appurtenances being collectively herein referred to as the "Property").

Seller's Initials _____

Purchaser's Initials _____

3. PURCHASE PRICE.

A. Amount and Payable. The purchase price for the Property is \$ 1,393,461 (the "Purchase Price"), payable at the Closing as follows (with the Earnest Money to be applied to the Purchase Price) *[Check only one]*:

☒ All in cash (meaning Good Funds, as defined in Section 4F below). If this Contract is subject to approval for Purchaser to obtain financing from a third party, then Addendum B-1, THIRD PARTY FINANCING is attached.

☐ Part in cash (Good Funds), in the following amount or percentage *[Check only one]*:

☐ \$ _____.

☐ _____ percent (_____ %) of the Purchase Price.

If only part of the Purchase Price is to be paid in cash, then the balance of the Purchase Price will be paid according to the provisions in Addendum B-2, SELLER FINANCING. If part of the Purchase Price is to be paid by Purchaser assuming an existing promissory note secured by the Property, or taking the Property subject to an existing promissory note secured by the Property, then Addendum B-3, EXISTING LOAN, is attached.

B. Adjustment. The Purchase Price will be adjusted up or down based upon the land area of the Property as determined by the Survey. The land area will be multiplied by the following amount per acre or square foot, as applicable, and the product will become the Purchase Price at the Closing *[Check only one]*: ☐ \$ _____ per acre; or ☒ \$ 900 per square foot. ~~The land area for purposes of determining the Purchase Price will be the gross land area of the Property unless this box is checked, in which case the land area for purposes of determining the Purchase Price will be the Net Land Area [as defined in Section 5A (Survey)] of the Property. Notwithstanding the foregoing, the Purchase Price will not be reduced under this Section 3B to less than \$ _____.~~

4. EARNEST MONEY AND TITLE COMPANY ESCROW.

A. Title Company. The Title Company to serve as escrow agent for this Contract is (the "Title Company"):

Provident Title c/o Maureen Riccardi, 5001 US 287 S. Suite 105, Arlington, TX 76017

B. Effective Date. The "Effective Date" is the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company.

C. Earnest Money. Within five (5) Business Days after the Effective Date, Purchaser shall deliver an earnest money deposit in the amount of \$ 50,000.00 (the "Earnest Money") payable to the Title Company, in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Contract. Seller's acceptance of this Contract is expressly conditioned upon Purchaser's timely deposit of the Earnest Money with the Title Company. If Purchaser fails to timely deposit the Earnest Money with the Title Company, then Seller may, at Seller's option, terminate this Contract by delivering a written termination notice to Purchaser at any time until Purchaser deposits the Earnest Money with the Title Company.

The Title Company shall deposit the Earnest Money in one or more fully insured accounts in one or more federally insured banking or savings institutions. Purchaser hereby instructs the Title

Seller's Initials _____ Purchaser's Initials _____

Company to promptly deposit the check upon receipt (which instruction may not be retracted without Seller's written consent). After receipt of necessary tax forms from Purchaser, the Title Company will deposit the Earnest Money in an interest-bearing account unless this box ☐ is checked, in which case the Title Company will not be required to deposit the Earnest Money in an interest bearing account. Any interest earned on the Earnest Money will become a part of the Earnest Money. At the Closing, the Earnest Money will be applied to the Purchase Price or, at Purchaser's option, will be returned to Purchaser upon full payment of the Purchase Price.

D. Independent Consideration. Notwithstanding anything in this Contract to the contrary, a portion of the Earnest Money in the amount of \$100.00 will be non-refundable and will be distributed to Seller upon any termination of this Contract as independent consideration for Seller's performance under this Contract. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Earnest Money will be promptly returned to Purchaser. Any provision of this Contract that states that the Earnest Money is to be returned to Purchaser means that the Earnest Money, less the non-refundable portion, is to be returned to Purchaser.

E. Escrow. The Earnest Money is deposited with the Title Company with the understanding that the Title Company is not: (1) responsible for the performance or non-performance of any party to this Contract; or (2) liable for interest on the funds except to the extent interest has been earned after the funds have been deposited in an interest-bearing account.

F. Definition of Good Funds. "Good Funds" means currently available funds, in United States dollars, paid in the form of a certified check, cashier's check, official bank check or wire transfer acceptable to the Title Company, such that the payment may not be stopped by the paying party. Any reference in this Contract to "cash" means Good Funds.

5. SURVEY AND TITLE.

A. Survey. Within Five (5) days after the Effective Date *[Check only one]*:

- ☐ Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Seller's expense.
- ☐ Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Purchaser's expense.
- ☐ Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Purchaser's expense, and Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the Survey in an amount not to exceed \$_____.
- ☒ Seller shall deliver to Purchaser a copy of the most recent existing survey (the "Survey") of the Property in Seller's possession. Seller shall also deliver an Affidavit to the Title Company, in form and substance reasonably satisfactory to the Title Company, stating that none of the improvements on the Property and other matters shown by the existing Survey have changed since the existing Survey was prepared. If Purchaser, Purchaser's lender or the Title Company requires a new survey for any reason, then Purchaser shall pay for the cost of the new Survey, and *[check only one]*: ☐ Seller will not be required to pay for any portion of the cost of the new Survey; or ☒ Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the new Survey in an amount not to exceed \$ 1,500.00.

Seller's Initials _____

Purchaser's Initials _____

Any new Survey must:

- (1) be prepared by a Registered Professional Land Surveyor;
- (2) be in a form reasonably acceptable to Purchaser and the Title Company;
- (3) set forth a legal description of the Property by metes and bounds or by reference to a platted lot or lots;
- (4) show that the Survey was made on the ground with corners marked with monuments either found or placed;
- (5) show any discrepancies or conflicts in boundaries, and any visible encroachments;
- (6) contain the surveyor's certificate that the Survey is true and correct; and
- (7) show the location and size of all of the following on or immediately adjacent to the Property, if any, if recorded or visible and apparent:
 - (a) buildings,
 - (b) building set back lines (as shown on any recorded plat, but not as may be described in any restrictive covenants or zoning ordinances),
 - (c) streets and roads,
 - (d) 100-year flood plain (approximate location),
 - (e) improvements,
 - (f) encroachments,
 - (g) easements,
 - (h) recording information of recorded easements,
 - (i) pavements,
 - (j) protrusions,
 - (k) fences,
 - (l) rights-of-way, and
 - (m) any markers or other visible evidence of utilities.

Any area of the Property within the 100-year flood plain will be shown on the Survey as the approximate location of the 100-year flood plain as defined by the Federal Emergency Management Agency or other applicable governmental authority. If the area within any 100-year flood plain is to be deducted for the purpose of determining Net Land Area (defined below), then the Survey must show the area of the Property covered by the 100-year flood plain, and that area, as reasonably determined by the surveyor, will be conclusive for purposes of this Contract, even though the surveyor may qualify that determination as approximate.

After the delivery of the Survey, the legal description of the Property set forth in the Survey will be incorporated in this Contract as the legal description of the Property, and will be used in the deed and any other documents requiring a legal description of the Property.

~~The Survey must show the gross land area of the Property, and if the Purchase Price is based upon the Net Land Area then the Survey must also show the Net Land Area, expressed in both acres and square feet. The term "Net Land Area" means the gross land area of the Property less the area within any of the following (if recorded or visible and apparent, but excluding those within set back areas) [Check all that apply]:~~

- ☐ ~~utility easements;~~
- ☐ ~~drainage easements;~~
- ☐ ~~access easements;~~
- ☒ ~~rights of way;~~
- ☒ ~~100-year floodplain; and~~
- ☒ ~~any encroachments on the Property.~~

Seller's Initials _____ Purchaser's Initials _____

B. Title Commitment. Within fifteen (15) days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser:

- (1) A title commitment (the "**Title Commitment**") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "**Title Policy**") on the standard form prescribed by the Texas Department of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions (defined below); and
- (2) the following (collectively, the "**Title Documents**"):
 - (a) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment;
 - (b) a current tax certificate;
 - (c) any written notices required by applicable statutes, including those referenced in Section 17; and
 - (d) if the Property includes any personal property, UCC search reports pertaining to the Seller.

6. REVIEW OF SURVEY AND TITLE.

A. Title Review Period. Purchaser will have 20 days (the "**Title Review Period**") after receipt of the last of the Survey, Title Commitment and Title Documents to review them and to deliver a written notice to Seller stating any objections Purchaser may have to them or any item disclosed by them. Purchaser's failure to object within the time provided will be a waiver of the right to object. Any item to which Purchaser does not object will be deemed a "**Permitted Exception**." The items set forth on Schedule C of the Title Commitment, and any other items the Title Company identifies to be released upon the Closing, will be deemed objections by Purchaser. Zoning ordinances and the lien for current taxes are deemed to be Permitted Exceptions.

B. Cure Period. If Purchaser delivers any written objections to Seller within the Title Review Period, then Seller shall make a good faith attempt to cure the objections within ten (10) days (the "**Cure Period**") after receipt of the objections. However, Seller is not required to incur any cost to do so. If Seller cannot cure the objections within the Cure Period, Seller may deliver a written notice to Purchaser, before expiration of the Cure Period, stating whether Seller is committed to cure the objections at or before the Closing. If Seller does not cure the objections within the Cure Period, or does not timely deliver the notice, or does not commit in the notice to fully cure all of the objections at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (1) the date that is seven (7) days after the expiration of the Cure Period; or (2) the scheduled Closing Date.

C. New Items. If any new items are disclosed by any updated Survey, updated Title Commitment, or any new Title Documents, that were not disclosed to Purchaser when the Survey, Title Commitment, and Title Documents were first delivered to Purchaser, then Purchaser will have fifteen (15) days to review the new items and to deliver a written notice to Seller stating any objections Purchaser may have to the new items. If Purchaser timely delivers any written objections as to the new items to Seller, then Seller shall make a good faith attempt to cure the objections to the new items within ten (10) days (the "**Additional Cure Period**") after receipt of the objections as to the new items. However, Seller is not required to incur any cost to do so. If Seller does not cure the objections as to the new items within the Additional Cure Period, or does not deliver a written notice to Purchaser before the expiration of the Additional Cure Period stating whether Seller is committed to cure the objections as to the new items at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller

Seller's Initials _____ Purchaser's Initials _____

on or before the earlier to occur of: (1) that date that is seven (7) days after the expiration of the Additional Cure Period; or (2) the scheduled Closing Date.

D. Return of Earnest Money or Waiver. If Purchaser properly and timely terminates this Contract, the Earnest Money will be returned to Purchaser. If Purchaser does not properly and timely terminate this Contract, then Purchaser will be deemed to have waived any uncured objections and must accept title at the Closing subject to the uncured objections and other Permitted Exceptions. Seller's failure to cure Purchaser's objections under this Section 6 does not constitute a default by Seller.

7. SELLER'S REPRESENTATIONS.

A. Statements. Seller represents to Purchaser, to the best of Seller's knowledge, as follows:

(1) **Title.** At the Closing, Seller will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments, easements, security interests and other encumbrances except the Permitted Exceptions. Delivery of the Title Policy pursuant to Section 12 (the Closing) will be deemed to satisfy the obligation of Seller as to the sufficiency of title required under this Contract. However, delivery of the Title Policy will not release Seller from the warranties of title set forth in the warranty deed.

(2) **Leases.** There are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers except tenants under written leases delivered to Purchaser pursuant to this Contract.

(3) **Liens and Debts.** There are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property before the Closing that will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, including, but not limited to, taxes, leasing commissions, salaries, contracts, and similar agreements, have been paid or will be paid before the Closing. Except for obligations for which provisions are made in this Contract for prorating at the Closing and any indebtedness taken subject to or assumed, there will be no obligations of Seller with respect to the Property outstanding as of the Closing.

(4) **Litigation.** There is no pending or threatened litigation, condemnation, or assessment affecting the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting the Property that is instituted after the Effective Date.

~~(5) **Material Defects.** Seller has disclosed to Purchaser any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any occupant of the Property. Except as disclosed in writing by Seller to Purchaser, the Property has no known latent structural defects or construction defects of a material nature, and none of the improvements have been constructed with materials known to be a potential health hazard to occupants of the Property.~~

(6) **Hazardous Materials.** Except as otherwise disclosed in writing by Seller to Purchaser, the Property (including any improvements) does not contain any Hazardous Materials (defined below) other than lawful quantities properly stored in containers in compliance with applicable laws.

B. Remedies. If Purchaser discovers, before the Closing, that any of Seller's representations has been misrepresented in a material respect, Purchaser may notify Seller of the misrepresentation in writing, and Seller shall attempt to correct the misrepresentation.

Seller's Initials _____ Purchaser's Initials _____

C. Negative Covenants. After the Effective Date, Seller shall not, without Purchaser's prior written approval: (1) further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms of any existing encumbrance, if the encumbrance would still be in effect after Closing; or (2) enter into any lease or contract affecting the Property, if the lease or contract would still be in effect after Closing. However, Seller may enter into a lease or contract with an independent third party, in the ordinary course of business, without Purchaser's consent, if Purchaser will be entitled to terminate the lease or contract after Closing, without incurring any termination charge, by delivering a termination notice thirty (30) days in advance of the termination date. If Seller enters into any lease or contract affecting the Property after the Effective Date, then Seller shall immediately deliver a photocopy of the signed document to Purchaser.

8. NONCONFORMANCE. Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations of uses of the Property. Purchaser acknowledges that the current use of the Property or the improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, Americans with Disabilities Act requirements, wetlands restrictions and other matters may have a significant economic impact upon the intended use of the Property by Purchaser. However, if Seller is aware of pending zoning changes and/or current nonconformance with any Federal, State or local laws, ordinances, codes or regulations, Seller shall disclose same to Purchaser.

9. INSPECTION. [Check only one]

☒ **Inspection Desired.** Purchaser desires to inspect the Property and Seller grants to Purchaser the right to inspect the Property as described in Addendum C, INSPECTION.

☐ **Inspection Not Necessary.** Purchaser acknowledges that Purchaser has inspected the Property, including all buildings and improvements, and is thoroughly familiar with their condition. Purchaser accepts the Property in its present "AS IS" condition, and any changes caused by normal wear and tear before the Closing, but without waiving Purchaser's rights by virtue of Seller's representations expressed in this Contract.

10. CASUALTY LOSS AND CONDEMNATION.

A. Damage or Destruction. All risk of loss to the Property will remain upon Seller before the Closing. If the Property is damaged or destroyed by fire or other casualty to a Material Extent (defined below), then Purchaser may terminate this Contract by delivering a written termination notice to Seller within ten (10) days after the date the casualty occurred (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If the Property is damaged by fire or other casualty to less than a Material Extent, the parties shall proceed to the Closing as provided in this Contract. If the transaction is to proceed to the Closing, despite any damage or destruction, there will be no reduction in the Purchase Price and Seller shall either: (1) fully repair the damage before the Closing, at Seller's expense; or (2) give a credit to Purchaser at the Closing for the entire cost of repairing the Property. The term "Material Extent" means damage or destruction where the cost of repair exceeds ten percent (10%) of the Purchase Price. If the repairs cannot be completed before the Closing Date, or the cost of repairing the Property cannot be determined before the Closing Date, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than thirty (30) days after the previously scheduled Closing Date.

Seller's Initials _____

Purchaser's Initials _____

B. Condemnation. If condemnation proceedings are commenced before the Closing against any portion of the Property, then Seller shall immediately notify Purchaser in writing of the condemnation proceedings, and Purchaser may terminate this Contract by delivering a written notice to Seller within ten (10) days after Purchaser receives the notice (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If this Contract is not terminated, then any condemnation award will (a) if known on the Closing Date, belong to Seller and the Purchase Price will be reduced by the same amount, or (b) if not known on the Closing Date, belong to Purchaser and the Purchase Price will not be reduced.

11. ASSIGNMENT. *[Check only one]*

- A. ☒ **Assignment Permitted.** Purchaser may assign this Contract provided the assignee assumes in writing all obligations and liabilities of Purchaser under this Contract, in which event Purchaser will be relieved of any further liability under this Contract.
- B. ☐ **Limited Assignment Permitted.** Purchaser may assign this Contract only to a related party, defined as: (1) an entity in which Purchaser is an owner, partner or corporate officer; (2) an entity which is owned or controlled by the same person or persons that own or control Purchaser; or (3) a member or members of the immediate family of Purchaser, or a trust in which the beneficiary or beneficiaries is or are a member or members of the immediate family of Purchaser. Purchaser will remain liable under this Contract after any assignment.
- C. ☐ **Assignment Prohibited.** Purchaser may not assign this Contract without Seller's prior written consent.

12. CLOSING.

A. **Closing Date.** The closing of the transaction described in this Contract (the "Closing") will be held at the offices of the Title Company at its address stated below, on the date (the "Closing Date") that is *[complete only one]*:

Thirty (30) days after the expiration of the Inspection Period (defined in Addendum C)

B. **Seller's Closing Obligations.** At the Closing, Seller shall deliver to Purchaser, at Seller's expense:

(1) A duly executed *[check only one]* ☐ General Warranty Deed ☒ Special Warranty Deed (with vendor's lien retained if financing is given by Seller or obtained from a third party) conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the Survey, subject only to the Permitted Exceptions;

(2) An updated Title Commitment committing the underwriter for the Title Company to issue promptly after the Closing, at Seller's expense, the Title Policy pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of the Closing, and (at an additional premium cost) *[check only one]*

Seller's Initials _____ Purchaser's Initials _____

if applicable ☐ with the survey exception modified at Seller's expense to read "any shortages in area," or ☒ with the survey exception modified at Purchaser's expense to read "any shortages in area;"

(3) A Bill of Sale conveying the personal property, if any, including, but not limited to, any described on Addendum A, IMPROVED PROPERTY, free and clear of liens, security interests and encumbrances, subject only to the Permitted Exceptions (to the extent applicable);

(4) Possession of the Property, subject to valid existing leases disclosed by Seller to Purchaser and other applicable Permitted Exceptions;

(5) An executed assignment of all leases, if there are any leases affecting the Property;

(6) A current rent roll certified by Seller to be complete and accurate, if there are any leases affecting the Property;

(7) Evidence of Seller's authority and capacity to close this transaction; and

(8) All other documents reasonably required by the Title Company to close this transaction.

C. Purchaser's Closing Obligations. At the Closing, Purchaser shall deliver to Seller, at Purchaser's expense:

(1) The cash portion of the Purchase Price (with the Earnest Money being applied to the Purchase Price);

(2) The Note and the Deed of Trust, if Addendum B-2, SELLER FINANCING, is attached;

(3) An Assumption Agreement in recordable form agreeing to pay all commissions payable under any lease affecting the Property;

(4) Evidence of Purchaser's authority and capacity to close this transaction; and

(5) All other documents reasonably required by the Title Company to close this transaction.

D. Closing Costs. Each party shall pay its share of the closing costs which are customarily paid by a seller or purchaser in a transaction of this character in the county where the Property is located, or as otherwise agreed. Escrow Fees and other closing costs shall be split equally between Seller and Purchaser.

E. Prorations. Rents, lease commissions, interest on any assumed loan, insurance premiums on any transferred insurance policies, maintenance expenses, operating expenses, standby fees, and ad valorem taxes for the year of the Closing will be prorated at the Closing effective as of the date of the Closing. Seller shall give a credit to Purchaser at the Closing in the aggregate amount of any security deposits deposited by tenants under leases affecting the Property. If the Closing occurs before the tax rate is fixed for the year of the Closing, the apportionment of the taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the Closing actually paid by Purchaser will be adjusted equitably between the parties upon receipt of a written statement of the actual amount of the taxes. This provision will survive the Closing.

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F. Rollback Taxes. If any Rollback Taxes are due before the Closing due to a change in use of the Property by Seller or a denial of any special use valuation of the Property before the Closing, then Seller shall pay those Rollback Taxes (including any interest and penalties) at or before the Closing. If this sale or a change in use of the Property or denial of any special use valuation of the Property after the Closing would result in the assessment after the Closing of additional taxes and interest applicable to the period of time before the Closing ("Rollback Taxes"), then: (1) Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed, without receiving any credit from Seller; unless (2) this box ☒ is checked, in which case Seller shall give a credit to Purchaser at the Closing for the amount of the Rollback Taxes (including interest and penalties) that may be assessed after the Closing as reasonably estimated by the Title Company, and Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed after the Closing. **If Seller gives a credit to Purchaser for the estimated amount of Rollback Taxes, and the actual Rollback Taxes assessed after the Closing are different from the estimate used at the Closing, then there will be no subsequent adjustment between Seller and Purchaser.**

G. Loan Assumption. If Purchaser assumes an existing mortgage loan, or takes the Property subject to an existing lien, at the Closing, Purchaser shall pay: (1) to the lender, any assumption fee charged by the lender; (2) to the lender, reasonable attorney's fees charged by the lenders' attorney; and (3) to Seller, a sum equal to the amount of any reserve accounts held by the lender for the payment of taxes, insurance and any other expenses applicable to the Property for which reserve accounts are held by the lender, and Seller shall transfer the reserve accounts to Purchaser. Purchaser shall execute, at the option and expense of Seller, a Deed of Trust to Secure Assumption with a trustee named by Seller. If consent to the assumption is required by the lender, Seller shall obtain the lender's consent in writing and deliver the consent to Purchaser at the Closing. If Seller does not obtain the lender's written consent (if required) and deliver it to Purchaser at or before the Closing, Purchaser may terminate this Contract by delivering a written termination notice to Seller, and the Earnest Money will be returned to Purchaser.

H. Foreign Person Notification. If Seller is a Foreign Person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser a non-foreign affidavit pursuant to §1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. A non-foreign affidavit from Seller must include: (1) a statement that Seller is not a foreign person; (2) the U. S. taxpayer identification number of Seller; and (3) any other information required by §1445 of the Internal Revenue Code.

13. DEFAULT.

A. Purchaser's Remedies. If Seller fails to close this Contract for any reason except Purchaser's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Seller will be in default and Purchaser may elect to either: (1) enforce specific performance of this Contract (force Seller to sell the Property to Purchaser pursuant to this Contract); or (2) terminate this Contract by delivering a written notice to Seller. If Purchaser elects to terminate this Contract due to Seller's default, then Purchaser will be deemed to have waived any other remedies available to Purchaser and the Earnest Money will be returned to Purchaser.

The foregoing will be Purchaser's sole and exclusive remedies for Seller's default.

B. Seller's Remedies. If Purchaser fails to close this Contract for any reason except Seller's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser will be in default and Seller may terminate this Contract and receive the Earnest Money as

Seller's Initials _____ Purchaser's Initials _____

liquidated damages for Purchaser's breach of this Contract, thereby releasing Purchaser from this Contract. If Seller terminates this Contract due to Purchaser's default, then the Earnest Money will be paid to Seller.

The right to receive the Earnest Money will be Seller's sole and exclusive remedy for Purchaser's default unless one of the following remedies is selected, in which case Seller may sue Purchaser: to enforce specific performance (force Purchaser to purchase the Property pursuant to this Contract); or for damages. If one or both of the boxes is checked to allow Seller to sue Purchaser to enforce specific performance or for damages, then Seller must elect to either receive the Earnest Money as liquidated damages or pursue one of the other selected remedies at the beginning of any legal action initiated by Seller.

14. AGENCY DISCLOSURE.

A. Agency Relationships. The term "Brokers" refers to the Principal Broker and the Cooperating Broker, if applicable, as set forth on the signature page. Each Broker has duties only to the party the Broker represents as identified below. If either Broker is acting as an intermediary, then that Broker will have only the duties of an intermediary, and the intermediary disclosure and consent provisions apply as set forth below. *[Each broker check only one]*

(1) The Principal Broker is: ☐ agent for Seller only; or ☐ agent for Purchaser only; or an intermediary.

(2) The Cooperating Broker is: ☐ agent for Seller only; ☐ agent for Purchaser only; or an intermediary.

B. Other Brokers. Seller and Purchaser each represent to the other that they have had no dealings with any person, firm, agent or finder in connection with the negotiation of this Contract or the consummation of the purchase and sale contemplated by this Contract, other than the Brokers named in this Contract, and no real estate broker, agent, attorney, person, firm or entity, other than the Brokers, is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of the representing party. Each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or other similar party, other than the Brokers, by reason of any dealings or acts of the indemnifying party.

C. Fee Sharing. Seller and Purchaser agree that the Brokers may share the Fee (defined below) among themselves, their sales associates, and any other licensed brokers involved in the sale of the Property. The parties authorize the Title Company to pay the Fee directly to the Principal Broker and, if applicable, the Cooperating Broker, in accordance with Section 15 (Professional Service Fee) or any other agreement pertaining to the Fee. Payment of the Fee will not alter the fiduciary relationships between the parties and the Brokers.

D. Intermediary Relationship. If either of the Brokers has indicated in Section 14A (Agency Relationships) that the Broker is acting as an intermediary in this transaction, then Purchaser and Seller hereby consent to the intermediary relationship, authorize such Broker or Brokers to act as an intermediary in this transaction, and acknowledge that the source of any expected compensation to the Brokers will be Seller, and the Brokers may also be paid a fee by Purchaser. **A broker is required to treat each party honestly and fairly and to comply with the Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:**

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- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by the Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

Broker is authorized to appoint, by providing written notice to the parties, one or more licensees associated with Broker to communicate with and carry out instructions of one party, and one or more other licensees associated with Broker to communicate with and carry out instructions of the other party or parties. During negotiations, an appointed licensee may provide opinions and advice to the party to whom the licensee is appointed.

15. PROFESSIONAL SERVICE FEE.

A. Payment of Fee. Seller agrees to pay the Brokers a professional service fee (the "Fee") for procuring the Purchaser and for assisting in the negotiation of this Contract as follows: N/A

The Fee will be earned upon the execution of this Contract and will be paid at the Closing of a sale of the Property by Seller pursuant to this Contract (as may be amended or assigned). The Fee will be paid by Seller to the Brokers in the county in which the Property is located. Seller shall pay any applicable sales taxes on the Fee. The Title Company or other escrow agent is authorized and directed to pay the Fee to the Brokers out of the Closing proceeds. A legal description of the Property, as set forth in this Contract and any Survey delivered pursuant to this Contract, is incorporated by reference in the agreement pertaining to the Fee set forth or referenced in this Section.

The Fee is earned notwithstanding: (1) any subsequent termination of this Contract (except a termination by Seller or Purchaser pursuant to a right of termination in this Contract); or (2) any default by Seller. If the Closing does not occur due to Purchaser's default, and Seller does not elect to enforce specific performance, the Fee will not exceed one-half of the Earnest Money. If either party defaults under this Contract, then the Fee will be paid within ten (10) days after the scheduled Closing Date, and the Title Company is authorized to pay the fee out of the Earnest Money or any other escrow deposit made pursuant to this Contract. If Seller defaults, then Seller's obligation to pay the Fee will not be affected if Purchaser chooses the remedy of terminating this Contract, and the amount of the Fee will not be limited to the amount of the Earnest Money or any other escrow deposit made pursuant to this Contract.

B. Consent Required. Purchaser, Seller and Title Company agree that the Brokers are third party beneficiaries of this Contract with respect to the Fee, and that no change may be made by Purchaser, Seller or Title Company as to the time of payment, amount of payment or the conditions for payment of the Fee without the written consent of the Brokers.

C. Right to Claim a Lien. Pursuant to Chapter 62 of the Texas Property Code, the Brokers hereby disclose their right to claim a lien based on the commission agreement set forth in this Section 15 and any other commission agreements referenced in this Contract or applicable to the transaction

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contemplated by this Contract. This disclosure is hereby incorporated in any such commission agreements.

16. MISCELLANEOUS PROVISIONS.

A. Definition of Hazardous Materials. "Hazardous Materials" means any pollutants, toxic substances, oils, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, or any other Federal, State or local environmental law, ordinance, rule, or regulation, whether existing as of the Effective Date or subsequently enacted.

B. Notices. All notices and other communications required or permitted under this Contract must be in writing and will be deemed delivered on the earlier of: (1) actual receipt, if delivered in person or by courier, with evidence of delivery; (2) receipt of an electronic facsimile ("Fax") transmission with confirmation of delivery to the Fax numbers specified in this Contract, if any; or (3) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth in this Contract. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above. Copies of all written notices should also be delivered to the Brokers and to the Title Company, but failure to notify the Brokers or the Title Company will not cause an otherwise properly delivered notice to be ineffective.

☒ 1. Seller also consents to receive any notices by email; WITH COPY TO SELLER COUNSEL.

☒ 2. Purchaser also consents to receive any notices by email.

C. Termination. If this Contract is terminated for any reason, the parties will have no further rights or obligations under this Contract, except that: (1) Purchaser shall pay the costs to repair any damage to the Property caused by Purchaser or Purchaser's agents; (2) Purchaser shall return to Seller any reports or documents delivered to Purchaser by Seller; and (3) each party shall perform any other obligations that, by the explicit provisions of this Contract, expressly survive the termination of this Contract. The obligations of this Section 16C will survive the termination of this Contract. The terms of any mutual termination agreement will supersede and control over the provisions of this Section 16C to the extent of any conflict.

D. Forms. In case of a dispute as to the form of any document required under this Contract, the most recent form prepared by the State Bar of Texas will be used, modified as necessary to conform to the terms of this Contract.

E. Attorneys' Fees. The prevailing party in any proceeding brought to enforce this Contract, or brought relating to the transaction contemplated by this Contract, will be entitled to recover, from the non-prevailing party, court costs, reasonable attorneys' fees and all other reasonable related expenses.

F. Integration. This Contract contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement. The parties agree that there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Contract. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superceded by this Contract, unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Contract.

G. Survival. Any representation or covenant contained in this Contract not otherwise discharged at the Closing will survive the Closing.

H. Binding Effect. This Contract will inure to the benefit of, and will be binding upon, the Seller's Initials _____ Purchaser's Initials _____

parties to this Contract and their respective heirs, legal representatives, successors and assigns.

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I. Time for Performance. Time is of the essence under each provision of this Contract. Strict compliance with the times for performance is required.

J. Business Day. If any date of performance under this Contract falls on a Saturday, Sunday or Texas legal holiday, such date of performance will be deferred to the next day that is not a Saturday, Sunday or Texas legal holiday.

K. Right of Entry. After reasonable advance notice and during normal business hours, Purchaser, Purchaser's representatives and the Brokers have the right to enter upon the Property before the Closing for purposes of viewing, inspecting and conducting studies of the Property, so long as they do not unreasonably interfere with the use of the Property by Seller or any tenants, or cause damage to the Property.

L. Governing Law. This Contract will be construed under and governed by the laws of the State of Texas, and unless otherwise provided in this Contract, all obligations of the parties created under this Contract are to be performed in the county where the Property is located.

M. Severability. If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Contract will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Contract.

N. Broker Disclaimer. The Brokers will disclose to Purchaser any material factual knowledge the Brokers may possess about the condition of the Property. Purchaser understands that a real estate broker is not an expert in matters of law, tax, financing, surveying, hazardous materials, engineering, construction, safety, zoning, land planning, architecture, or the Americans with Disabilities Act. Purchaser should seek expert assistance on such matters. The Brokers do not investigate a property's compliance with building codes, governmental ordinances, statutes and laws that relate to the use or condition of the Property or its construction, or that relate to its acquisition. Purchaser is not relying upon any representations of the Brokers concerning permitted uses of the Property or with respect to any nonconformance of the Property. If the Brokers provide names of consultants or sources for advice or assistance, the Brokers do not warrant the services of the advisors or their products. The Brokers cannot warrant the suitability of property to be acquired. Purchaser acknowledges that current and future federal, state and local laws and regulations may require any Hazardous Materials to be removed at the expense of those persons who may have had or continue to have any interest in the Property. The expense of such removal may be substantial. Purchaser agrees to look solely to experts and professionals selected or approved by Purchaser to advise Purchaser with respect to the condition of the Property and will not hold the Brokers responsible for any condition relating to the Property. The Brokers do not warrant that Seller will disclose any or all property defects or other matters pertaining to the Property or its condition. Seller and Purchaser agree to hold the Brokers harmless from any damages, claims, costs and expenses including, but not limited to, reasonable attorneys' fees and court costs, resulting from or related to any person furnishing any false, incorrect or inaccurate information with respect to the Property, Seller's concealing any material information with respect to the condition of the Property, or matters that should be analyzed by experts. To the extent permitted by applicable law, the Brokers' liability for errors or omissions, negligence, or otherwise, is limited to the return of the Fee, if any, paid to the responsible Broker pursuant to this Contract. The parties agree that they are not relying upon any oral statements that the Brokers may have made. Purchaser is relying solely upon Purchaser's own investigations and the representations of Seller, if any, and Purchaser acknowledges that the Brokers have not made any warranty or representation with respect to the condition of the Property or otherwise.

O. Counterparts. This Contract may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts will, collectively, constitute one agreement.

P. Patriot Act Representation. Seller and Purchaser each represent to the other that: (1) its
 Seller's Initials _____ Purchaser's Initials _____

property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

Q. Exchange. Seller and Purchaser shall cooperate with each other in connection with any tax deferred exchange that either party may be initiating or completing in connection with Section 1031 of the Internal Revenue Code, so long as neither party will be required to pay any expenses related to the other party's exchange and the Closing is not delayed. Notwithstanding any other provision that may prohibit the assignment of this Contract, either party may assign this Contract to a qualified intermediary or exchange accommodation title holder, if the assignment is required in connection with the exchange. The parties agree to cooperate with each other, and sign any reasonable documentation that may be required, to effectuate any such exchange.

17. STATUTORY NOTICES.

A. Abstract or Title Policy. At the time of the execution of this Contract, Purchaser acknowledges that the Brokers have advised and hereby advise Purchaser, by this writing, that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection or that Purchaser should be furnished with or obtain a policy of title insurance.

B. Notice Regarding Unimproved Property Located in a Certificated Service Area. If the Property is unimproved and is located in a certificated service area of a utility service, then Seller shall give to Purchaser a written notice in compliance with §13.257 of the Texas Water Code, and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the correct name of utility service provider authorized by law to provide water or sewer service to the Property, and must comply with all other applicable requirements of the Texas Water Code.

C. Special Assessment Districts. If the Property is situated within a utility district or flood control district subject to the provisions of §49.452 of the Texas Water Code, then Seller shall give to Purchaser the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

D. Property Owners' Association. If the Property is subject to mandatory membership in a property owners' association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property. In addition, Seller shall give to Purchaser the written notice required under §5.012 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the notice in writing. Also, Seller shall give to Purchaser the resale certificate required under Chapter 207 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the resale certificate in writing.

E. Notice Regarding Possible Annexation. If the Property that is the subject of this Contract is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of the municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

F. Notice Regarding Coastal Area Property. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, then Seller shall give to Purchaser a

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written notice regarding coastal area property, in compliance with §33.135 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

G. Gulf Intracoastal Waterway Notice. If the Property is located seaward of the Gulf Intracoastal Waterway, then Seller shall give to Purchaser a written notice regarding the seaward location of the Property, in compliance with §61.025 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

H. Notice for Property Located in an Agricultural Development District. If the Property is located in an agricultural development district, then in accordance with §60.063 of the Texas Agricultural Code: (1) Seller shall give to Purchaser a written notice that the Property is located in such a district; (2) Purchaser agrees to acknowledge receipt of the notice in writing; and (3) at the Closing, a separate copy of the notice with current information about the district will be executed by Seller and Purchaser and recorded in the deed records of the county in which the Property is located.

I. Disclosure of Dual Capacity as Broker and Principal. [Complete if applicable].

_____ is a licensed Texas real estate broker and is acting in a dual capacity as broker for the Purchaser and as a principal in this transaction, as he or she may be the Purchaser (or one of the owners of the Purchaser after any assignment of this Contract).

_____ is a licensed Texas real estate broker and is acting in a dual capacity as broker for the Seller and as a principal in this transaction, as he or she may be the Seller (or one of the owners of the Seller).

18. DISPUTE RESOLUTION.

A. Mediation. If any dispute (the "Dispute") arises between any of the parties to this Contract including, but not limited to, payment of the Fee, then any party (including any Broker) may give written notice to the other parties requiring all involved parties to attempt to resolve the Dispute by mediation. Except in those circumstances where a party reasonably believes that an applicable statute of limitations period is about to expire, or a party requires injunctive or equitable relief, the parties are obligated to use this mediation procedure before initiating arbitration or any other action. Within seven (7) days after receipt of the mediation notice, each party must deliver a written designation to all other parties stating the names of one or more individuals with authority to resolve the Dispute on such party's behalf. Within fourteen (14) days after receipt of the mediation notice, the parties shall make a good faith effort to select a qualified mediator to mediate the Dispute. If the parties are unable to timely agree upon a mutually acceptable mediator, any party may request any state or federal judge to appoint a mediator. In consultation with the mediator, the parties shall promptly designate a mutually convenient time and place for the mediation that is no later than thirty (30) days after the date the mediator is selected. In the mediation, each party must be represented by persons with authority and discretion to negotiate a resolution of the Dispute, and may be represented by counsel. The mediation will be governed by applicable provisions of Chapter 154 of the Texas Civil Practice and Remedies Code, and such other rules as the mediator may prescribe. The fees and expenses of the mediator will be shared equally by all parties included in the Dispute.

B. Arbitration. If the parties are unable to resolve any Dispute by mediation, then the parties (including the Brokers) shall submit the Dispute to binding arbitration before a single arbitrator. The Dispute will be decided by arbitration in accordance with the applicable arbitration statute and any rules selected by the arbitrator. After an unsuccessful mediation, any party may initiate the arbitration procedure by delivering a written notice of demand for arbitration to the other parties. Within fourteen (14) days after the receipt of the written notice of demand for arbitration, the parties shall make a good faith effort to select a qualified arbitrator acceptable to all parties. If the parties are unable to agree upon the selection of an arbitrator, then any party may request any state or federal judge to appoint an

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arbitrator. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law.

19. CONSULT AN ATTORNEY. This Contract is a legally binding agreement. The Brokers cannot give legal advice. The parties to this Contract acknowledge that they have been advised to have this Contract reviewed by legal counsel before signing this Contract.

Purchaser's attorney is:

Seller's attorney is: Randy Marx, The Marx Firm
2999 Turtle Creek Blvd.
Dallas, Texas 75219
214.360.9343 office
214.405.5120 cell
Randy@themarxfirm.com

20. EXHIBITS AND ADDENDA. All Exhibits and Addenda attached to this Contract are incorporated herein by reference and made a part of this Contract for all purposes *[check all that apply]*:

- ☒ Exhibit "A" Legal Description
- ☒ Exhibit "B" Site Plan
- ☐ Exhibit "C" _____

- ☐ Addendum A Improved Property
- ☐ Addendum B-1 Third Party Financing
- ☐ Addendum B-2 Seller Financing
- ☐ Addendum B-3 Existing Loan
- ☒ Addendum C Inspection
- ☐ Addendum D Disclosure Notice
- ☐ Addendum E Lead Based Paint
- ☒ Addendum F Information About Brokerage Services
- ☒ Addendum G Additional Provisions
- ☐ Addendum H _____

21. CONTRACT AS OFFER. The execution of this Contract by the first party to do so constitutes an offer to purchase or sell the Property. If the other party does not accept that offer by signing this Contract and delivering a fully executed copy to the first party within 10 days after the date this Contract is executed by the first party, then the first party may withdraw that offer by delivering a written notice to the other party at any time before the other party accepts that offer, in which case the Earnest Money, if any, will be returned to Purchaser.

22. ADDITIONAL PROVISIONS. *[Additional provisions may be set forth below or on any attached Addendum].*

This Contract is executed to be effective as of the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company (the Effective Date).

SELLER:
JOSHUA BOBOS, LTD

A Texas Limited Partnership

BY: Kudu Construction Company
A Texas Corporation, it's
Sole General Partner

PURCHASER:
CITY OF JOSHUA ECONOMIC
DEVELOPMENT BOARD AND/OR ASSIGNS

By: (Signature) _____	By: (Signature) _____
Name: Deborah H. Tolson _____	Name: <u>Shelly Anderson</u> _____
Title: President _____	Title: <u>President Type A EDC Board</u> _____

By: (Signature) _____	By: (Signature) _____
Name: _____	Name: <u>Scott Kimble</u> _____
Title: _____	Title: <u>Mayor</u> _____

Tax I.D. No: _____	Tax I.D. No: _____
Date of Execution: _____	Date of Execution: _____

PRINCIPAL BROKER:

NONE

COOPERATING BROKER:

NONE

By: (Signature) _____ By: (Signature) _____

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

Telephone: _____ Fax: _____ Telephone: _____ Fax: _____

Email: _____ Email: _____

TREC License No.: _____ TREC License No.: _____

TITLE COMPANY RECEIPT: The Title Company acknowledges receipt of this Contract on _____ (the **Effective Date**). Upon receipt of the Earnest Money, the Title Company accepts the Earnest Money subject to the terms and conditions set forth in this Contract.

TITLE COMPANY:

PROVIDENT TITLE COMPANY

By: (Signature) _____

Name: Maureen Riccardi, Provident Title

Title: Commercial/Residential Escrow Officer

Address: 5001 US 287 S. Suite 105
Arlington, TX 76017

Telephone: (817) 483-9100 Fax: _____

Email: MRiccardi@ProTitleTX.com

PERMISSION TO USE: This form is provided for use by members of the North Texas Commercial Association of Realtors®, Inc. ("NTCAR") and members of the North Texas Commercial Association of Real Estate Professionals, Inc. Permission is given to make limited copies of the current version of this form for use in a particular Texas real estate transaction. Please contact the NTCAR office to confirm you are using the current version of this form. Mass production, or reproduction for resale, is not allowed without express permission. Any changes to this form must be made in a manner that is obvious. If any words are deleted, they must be left in the form with a line drawn through them. If changes are made that are not obvious, they are not enforceable.

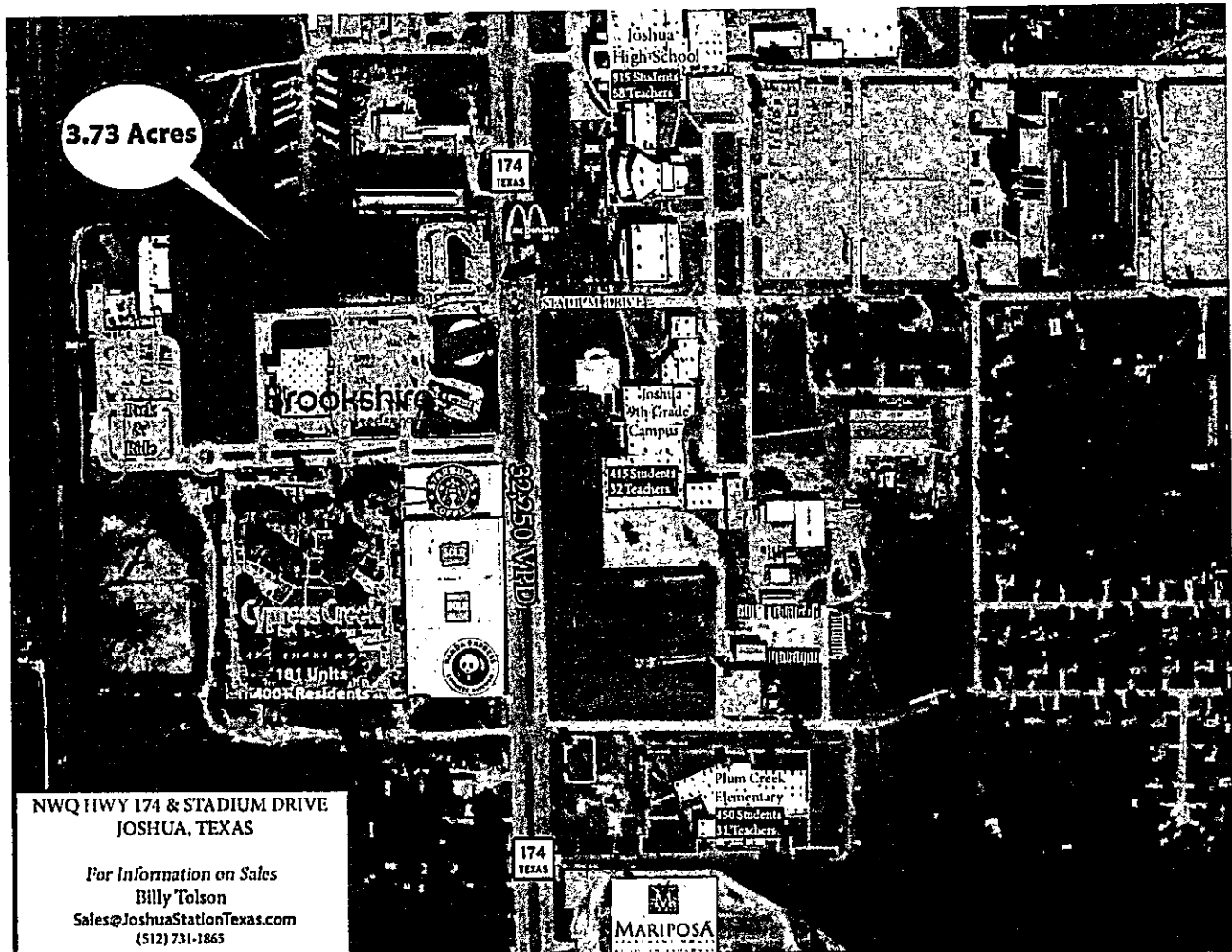
Seller's Initials _____ Purchaser's Initials _____

Exhibit A
Legal Description
(to be inserted by Seller)

Seller's Initials _____ **Purchaser's Initials** _____

Exhibit B

Site Plan



Seller's Initials _____ Purchaser's Initials _____

NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®

ADDENDUM C TO COMMERCIAL CONTRACT OF

SALE INSPECTION

Property address or description: 3.73 Acres behind Brookshire's Grocery at Joshua Station
(State Highway 174 and Stadium Drive)

1. **Inspection Period.** Purchaser will have a period of Thirty (30) days after the Effective Date (the "Inspection Period") to inspect the Property and conduct studies regarding the Property. Purchaser's studies may include, without limitation: (1) permitted use and zoning of the Property; (2) core borings; (3) environmental and architectural tests and investigations; (4) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (5) examination of agreements, manuals, plans, specifications and other documents relating to the construction and condition of the Property. Purchaser and Purchaser's agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller and any tenants on the Property, for purposes of inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser's expense and risk. Purchaser shall defend and indemnify Seller against any claims that arise due to any actions by Purchaser or Purchaser's agents, employees, consultants and contractors. Purchaser may also use the Inspection Period to perform feasibility studies, obtain equity funding, seek financing, and satisfy other conditions unrelated to the condition of the Property.

If Purchaser is unable to satisfy the contingencies and/or conditions precedent of this Contract within 30 days, or if the soil tests, results of environmental due diligence, title, survey, permits, or any other matters do not meet with Purchaser's approval or if they disclose matters that would make the Premises unsuitable for the purposes stated in this Contract, then Purchaser may, at its sole discretion, extend the Inspection Period for One (1) successive period of Thirty (30) days by sending written notice to the Seller prior to the end of the Inspection Period.

2. Reports.

A. Within 5 days after the Effective Date, Seller shall deliver to Purchaser a written existing "Phase I" report of an environmental assessment of the Property. ~~The report will be prepared, at Seller's expense, by an environmental consultant reasonably acceptable to Purchaser. The environmental assessment must include an investigation into the existence of Hazardous Materials (as defined in Section 16A of this Contract) in, on or around the Property. The environmental assessment must also include a land use history search, engineering inspections, research and studies that may be necessary to discover the existence of Hazardous Materials.~~

B. Within Five (5) days after the Effective Date, Seller shall deliver to Purchaser copies of all reports in Seller's possession or control of engineering investigations, tests and environmental studies that have been made with respect to the Property within the three year period before the Effective Date.

C. If Purchaser terminates this Contract, Purchaser shall deliver to Seller, at Purchaser's expense and contemporaneously with the termination, copies of all written reports, inspections, plats, drawings and studies that relate to the condition of the Property made by Purchaser's agents, consultants and contractors. This provision will survive the termination of this Contract.

3. **Termination.** If Purchaser determines, in Purchaser's sole discretion, no matter how arbitrary, that Purchaser chooses not to purchase the Property for any reason, then Purchaser may terminate this

Seller's Initials _____ Purchaser's Initials _____

Contract by delivering a written notice to Seller on or before the last day of the Inspection Period, in which case the Earnest Money will be returned to Purchaser. Purchaser's reason for choosing to terminate this Contract does not need to be related to the condition of the Property, and Purchaser is not required to justify Purchaser's decision to terminate this Contract.

4. Acceptance. If Purchaser does not properly and timely terminate this Contract before the expiration of the Inspection Period (or if Purchaser accepts the Property in writing) then Purchaser will be deemed to have waived all objections to the Property, except for any title objections that may be outstanding pursuant to Section 6 (Review of Survey and Title) of this Contract. In that event, except as may be expressly stated otherwise in this Contract, Purchaser agrees to purchase the Property in its current "AS IS" condition without any further representations of Seller, this Contract will continue in full force and effect, and the parties shall proceed to the Closing. This provision does not, however, limit or invalidate any express representations Seller has made in this Contract.

5. Reimbursement. If Seller defaults and Purchaser elects to terminate this Contract per Section 13.A, then Seller shall reimburse Purchaser for Purchaser's actual, out-of-pocket expenses paid by Purchaser to independent third parties in connection with this Contract including, but not limited to, reasonable fees and expenses for engineering assessments, environmental assessments, architectural plans, surveys and legal work (but excluding any indirect, punitive or consequential damages, such as a claim for lost profits) in an amount not to exceed \$ N/A.

6. Restoration. If the transaction described in this Contract does not close through no fault of Seller, and the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser must restore the Property to its original

Seller's Initials _____ Purchaser's Initials _____

NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®

ADDENDUM F TO COMMERCIAL CONTRACT OF

SALE INFORMATION ABOUT BROKERAGE

SERVICES

Property address or description: 3.73 Acres behind Brookshire's Grocery at Joshua Station
(State Highway 174 and Stadium Drive)

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding

[illegible]



**Council Meeting Agenda
October 20, 2022**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on the resolution approving the submission of the grant application for the ALERRT Instructors to Provide Ongoing Area Training Project.

Background Information:

The Joshua Police Department is applying for a grant from the Office of the Governor, Public Safety Office, Criminal Justice Division for reimbursement of expenses related to the training of police staff in ALERRT courses.

Financial Information:

N/A

City Contact and Recommendations:

David Gelsthorpe, Chief of Police

Recommends approval of the resolution supporting the grant application for reimbursement of expenses related to ALERRT training.

Attachments:

Resolution

CITY OF JOSHUA, TEXAS
RESOLUTION NO.

WHEREAS, the City of Joshua finds it in the best interest of the citizens of Joshua, that the ALERRT Instructors to Provide Ongoing Area Training Project be operated for 2022 - 2023; and

WHEREAS, the City of Joshua agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office, Criminal Justice Division grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that the City of Joshua approves submission of the grant application for the ALERRT Instructors to Provide Ongoing Area Training Project to the Office of the Governor.

Signed by:

Passed and Approved this ____ (Day) of _____ (Month), ____ (Year)



STATE OF TEXAS §
 §
 COUNTY OF JOHNSON §

INTERLOCAL COOPERATION AGREEMENT FOR DISPATCHING SERVICES FOR BUDGET YEAR 2022-2023

This Interlocal Cooperation Agreement For Dispatching Services (hereinafter "Agreement") is made by and entered into between Johnson County, Texas (hereinafter "County") 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 the County, and _____ City of Joshua _____, (hereinafter "Entity") being either a municipal corporation or an independent school district, operating pursuant to the laws of the State of Texas and located in Johnson County, Texas.

WHEREAS, County and Entity desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and dispatching services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes political subdivisions within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, County and Entity mutually desire to enter into an agreement for County to the dispatch calls for the Entity's Police Department or Marshal's Office.

NOW THEREFORE, for the mutual consideration herein stated, County and Entity agree as follows:

ARTICLE I – SCOPE OF SERVICES

A. Definitions:

1. *Radio*- Any device capable of two-way communication by use of radio waves.
2. *Teletype* – Any electro-mechanical device using telephone lines connected to Area State and National Crime Information Facilities and other Law Enforcement Agencies capable of two-way communication through exchange of written messages.

3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
 4. *Radio License* – A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
 5. *Wrecker Call List* – A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF'S OFFICE.
- B. Services to be performed by JOHNSON COUNTY SHERIFF'S OFFICE:
1. JOHNSON COUNTY SHERIFF'S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity's Police Department/EMS Department Number.
 2. JOHNSON COUNTY SHERIFF'S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF'S OFFICE Telephone complaints.
 3. JOHNSON COUNTY SHERIFF'S OFFICE will upon receipt of a telephone complaint notify, according to the information and belief of the JOHNSON COUNTY SHERIFF'S OFFICE, the proper Police Department Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
 4. JOHNSON COUNTY SHERIFF'S OFFICE will receive and record radio transmissions from Entity's Police Department units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Police Department business or personal calls.
 5. JOHNSON COUNTY SHERIFF'S OFFICE will provide and make available its teletype service to the Entity's Police Department units as may be required; provided however, JOHNSON COUNTY SHERIFF'S OFFICE will use the Entity's Police Department Number CDC or TX numbers on all messages for Entity's Police Department.
 6. JOHNSON COUNTY SHERIFF'S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity's Police Department units. The Entity's Police Departments shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
 7. JOHNSON COUNTY SHERIFF'S OFFICE will make available to the Entity's Police Department all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF'S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

1. Each Entity may "forward" its main police department telephone number to the Johnson County Sheriff's Office Dispatch center after 5:00 p.m. on weekdays and terminate the "forward" before 8:00 a.m. on the following work day. The Entity's main police department telephone number may also be "forwarded" on weekends and holidays that are officially recognized by the Entity. The telephone number "forwarded" must be one used by the Entity's police department and should not be a telephone number used by the Entity for other business or functions. "Forwarding" of a telephone number will be allowed under certain emergency situations without regard to the day or time, such as a major weather event or other major incidents requiring all of Entity's police department personnel to respond. The request for the emergency "forward" must be made to the Sheriff or a Chief Deputy. Lunch breaks, training, and/or limited manpower do not constitute an emergency.
2. Radio Licenses have been issued by the FCC for all mobile and base transmitters and receivers owned and utilized by the Entity's Police Department and such licenses will be maintained in good standing. The Entity's Police Department is authorized to use the 700 megahertz talk groups for its Police Department.
3. The Entity or its Police Department shall be responsible for any and all license, annual maintenance fees and required updates needed to support their compatibility with JOHNSON COUNTY SHERIFF'S OFFICE radio system.

ARTICLE II – PAYMENTS

- A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit "A," which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County's fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.
- B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
 Kathy Blackwell (or her successor to office)
 Johnson County Treasurer
 Johnson County Courthouse
 2 North Main Street
 Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the Entity under this Agreement.

ARTICLE III – COMPLAINTS AND/OR LEVEL OF SERVICE; AMENDMENTS

- A. Any complaints regarding the level of service provided by JOHNSON COUNTY SHERIFF'S OFFICE to the Entity or its Police Department shall be directed to the Sheriff and any complaint regarding Entity or its Police Department shall be referred to its Chief who, in either case, shall take appropriate action as necessary. However, in the event a conflict or complaint arises that the Chief or the Sheriff are not able to resolve, then the complaints and/or questions of service or other matters shall be referred to the Entity's Council or Board and the Johnson County Commissioners Court to seek a resolution. This provision does not limit the statutory and constitutional rights of the parties to seek the relief to which either party might be entitled by law or equity.
- B. This Agreement shall be amended only through written agreement duly authorized by the Johnson County Commissioners Court and such Entity's Council or Board that are parties to this Agreement.

ARTICLE IV – INDEMNIFICATION

The Entity and its Police Department, subject to the Texas Constitution and the Texas Tort Claims Act, agrees to hold harmless, save and indemnify JOHNSON COUNTY, the JOHNSON COUNTY SHERIFF, and his dispatchers and all other officials, officers and employees of JOHNSON COUNTY for any and all claims, causes of actions and judgments for damages, personal injuries, deaths, false arrests, false imprisonments, abuses or failures to act or attorney's fees incurred in defense of the foregoing on the part of any officer, employee or volunteer of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF or of Entity or its Police Department for any court costs, or attorney's fees, claims or judgments or other expenses arising from JOHNSON COUNTY or JOHNSON COUNTY SHERIFF performing the acts and functions described in or associated with this Agreement.

ARTICLE V – FORCE MAJEURE

- A. If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and full details of such force majeure in writing to the other party. The duties of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability claimed, as herein after provided, but not a longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- B. The term “force majeure” as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
- C. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.
- D. It is specifically expected and provided, however, that in no event shall any force majeure relieve the Entity or its Police Department from its indemnity obligations under Article IV.

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2023. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity’s duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY’S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

The Entity or its Police Department shall not accrue any vested rights to any facilities, equipment or real or personal property of JOHNSON COUNTY or the JOHNSON COUNTY SHERIFF’S OFFICE.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the Entity’s Council or Board.

- B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- C. Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- D. Approvals. The Entity's Council or Board and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- E. Funding Source. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of Entity. The signature of the Entity's representative below certifies that there are sufficient funds from the current revenues available to the Entity to meet its obligations under this Agreement.
- F. Heading. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- G. Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- H. Severability. In the event that any portion 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.
- I. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

For the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated, execute this Agreement, affix their signatures and bind themselves.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

JOHNSON COUNTY

Roger Harmon
County Judge

Date

Adam King
County Sheriff

Date

Attest:

Becky Ivey
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"

DISPATCH FEES BEGINNING OCTOBER 1, 2022

Total Personnel Cost for Dispatch 07-01-2021 - 06-30-2022

\$1,635,279.53

25% of total personnel cost:

\$408,819.88

Calls for Service 07-01-2021 00:00:00 - 06-30-2022 23:59:59

Agency	All Console Calls	All Console Calls W/out Assist Calls	Total Assist Calls
Alvarado PD	3267	3097	170
Alvarado Marshal	4	4	0
Alvarado ISD	159	0	159
Joshua PD	2257	2172	85
Godley PD	3567	3504	63
Grandview PD	917	841	76
Rio Vista PD	1068	994	74
Venus PD	4199	4055	144
Keene PD	2963	2788	175
Joshua ISD PD	266	259	7
Rio Vista ISD	14	12	2
Venus ISD PD	25	24	1
Keene ISD PD	7	7	0
Total		17757	

Formual Amount= 100/ 17757

0.005631582

Percentage of Calls For Service

Multiply the calls for service for each agency by the formula amount to arrive at the percentage as follows:

Alvarado PD	17.4410
Alvarado Marshal	0.0225
Alvarado ISD	0.0000
Joshua PD	12.2318
Godley PD	19.7331
Grandview PD	4.7362
Rio Vista PD	5.5978
Venus PD	22.8361
Keene PD	15.7009
Joshua ISD PD	1.4586
Rio Vista ISD	0.0676
Venus ISD PD	0.1352
Keene ISD PD	0.0394

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2022

Total Cost to Agency

Multiply the percentage of each agency by the 25 percent of the total personnel cost as follows:

Alvarado PD	\$71,302.31
Alvarado Marshal	\$92.09
Alvarado ISD	\$0.00
Joshua PD	\$50,006.01
Godley PD	\$80,672.69
Grandview PD	\$19,362.37
Rio Vista PD	\$22,884.89
Venus PD	\$93,358.37
Keene PD	\$64,188.20
Joshua ISD PD	\$5,962.96
Rio Vista ISD	\$276.28
Venus ISD PD	\$552.55
Keene ISD PD	\$161.16
Total	\$408,819.88



**City Council Agenda
October 20, 2022**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a resolution for a Bank Depository Policy.

Background Information:

The City of Joshua wishes to seek other alternatives for a bank depository. This policy allows us to seek other institutions currently not doing business within the City.

Financial Information:

There are no known financial impacts.

City Contact and Recommendations:

Mike Peacock, staff recommends the adoption of a Bank Depository Policy.

Attachments:

- Bank Depository Resolution

CITY OF JOSHUA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ADOPTING A POLICY THAT DEPOSITORY SERVICES MAY BE PROVIDED TO THE CITY FROM DEPOSITORIES THAT CURRENTLY ARE NOT DOING BUSINESS IN THE CITY, IN ACCORDANCE WITH CHAPTER 105 OF THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas ("City"), is a home-rule municipality located in Johnson County; and

WHEREAS, Section 105.011 of the Texas Local Government Code provides, in part, that a municipality may consider the applications of banks, credit unions and savings associations that are not doing business in the municipality when establishing a depository; and

WHEREAS, at present there is only one bank, credit union or savings association located within the corporate limits of the City, and it is the desire of the City Council that more options be available to the City when considering the selection of a depository; and

WHEREAS, greater choice in the selection of a depository will lead to greater competition among depositories, to the financial benefit of the City and its residents; and

WHEREAS, it is the desire of the City to adopt a policy in accordance with Chapter 105 of the Texas Local Government Code to permit the consideration of depositories currently not doing business in the City.

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

SECTION 1

All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The City Council hereby determines and adopts as policy that the City of Joshua may consider applications for depository services from depositories that are located outside the corporate limits of the City of Joshua, Texas, in accordance with Chapter 105 of the Texas Local Government Code.

SECTION 3

This Resolution shall take effect immediately from and after its date of passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 20TH DAY OF OCTOBER, 2022.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney



**City Council Agenda
October 20, 2022**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on adopting an Investment Policy.

Background Information:

An investment policy will apply to all aspects of investing the financial assets of the City of Joshua. It will establish guidelines for the Investment Officers with regard to how City funds will be invested. In addition, it establishes guidelines for periodic review and reporting of city investments.

Financial Information:

No known financial impact.

City Contact and Recommendations:

Mike Peacock, Staff recommends adopting the Investment Policy.

Attachments:

- Resolution
- Investment Policy

CITY OF JOSHUA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ADOPTING THE INVESTMENT POLICY OF THE CITY OF JOSHUA, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas ("City"), is a home-rule municipality located in Johnson County; and

WHEREAS, Chapter 2256 of the Government Code, commonly known as the "Public Funds Investment Act," requires the City to adopt an investment policy by rule, order, ordinance, or resolution; and

WHEREAS, the Public Funds Investment Act requires the treasurer, the chief financial officer, if not the treasurer; and the investment officer of the city to attend investment training; and

WHEREAS, the attached investment policy complies with the Public Funds Investment Act and authorize the investments of city funds in safe and prudent investments.

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

SECTION 1

All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

This Resolution shall take effect immediately from and after its date of passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 20TH DAY OF OCTOBER, 2022.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney



**City of Joshua, Texas
Investment Policy
October 20, 2022**

City of Joshua, Texas
Investment Policy
October 20, 2022

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**City of Joshua, Texas
Investment Policy
October 20, 2022**

I. PURPOSE

The Investment Policy of the City of Joshua, Texas, is adopted in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act (the “Act”). This Policy establishes guidelines for the Investment Officers with regard to how City funds will be invested. This Policy also establishes guidelines for periodic review and reporting of the investments.

II. SCOPE

This Investment Policy applies to all aspects of investing the financial assets for the City of Joshua, Texas. This applies to all funds reported in the City’s Comprehensive Annual Financial Report and include the General Fund, Special Revenue Funds, including the Joshua Type A and Type B/Parks Corporation, Debt Service and Debt Reserve Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds, and any new funds created by the City and any funds managed by the City of Joshua, Texas, as trustee or agency, unless exempted by law. In addition to this Policy, bond funds established by bond ordinances shall also be managed by their governing ordinances and all applicable State and Federal Law.

All funds covered by this Investment Policy shall be invested in accordance with the Public Funds Investment Act as amended from time to time. (Texas Government Code, Ch. 2256.)

III. INVESTMENT OBJECTIVES & STRATEGY

A. Objective

It is the policy of the City of Joshua that, giving due regard to the safety and risk of investments, all available funds shall be invested in conformance with State and Federal Regulations, applicable bond covenants and ordinances, and this adopted Investment Policy. The primary objectives for investment activities are listed in priority order.

1. Suitability

Understanding the suitability of the investment to the financial requirements of the City is important. The needs and limitations of each group of funds must be considered. Any investment eligible in the Investment Policy is suitable for all City funds.

2. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they have resulted from securities defaults or erosion of market value. All investments are to be of high-quality instruments with no perceived default risk. Market price fluctuations will, however, occur.

With foremost emphasis on safety of principal (i.e. avoidance of capital losses), the Investment Officers will ensure that preservation of capital and protection of principal in the overall portfolio is maintained. Speculation is prohibited.

3. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by maintaining appropriate cash equivalent balances, matching investment maturities with anticipated cash flow requirements, investing in securities with active secondary markets, and maintaining appropriate portfolio diversification.

4. Marketability

Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. An efficient market is generally defined as having a bid-asked price relationship being no greater than 1/10 of 1 percent of principal value.

5. Diversification

Diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. Short term financial institution deposits, investment pools, money market mutual funds and staggered maturities of securities shall provide timely liquidity and may be utilized.

6. Yield

Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The comparative yield of a like-term treasury security shall be the minimum yield objective.

B. Strategy

The investment objectives above apply to all funds covered by this Policy. Investment strategies and guidelines by fund-type are as follows:

1. Pooled Funds

Pooled Funds comprise the majority of the City's portfolio and include all operating funds and long-term reserves. Investment strategies for pooled funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will minimize volatility while providing competitive yields on City funds. Daily liquidity for operations is required first. Reserves established in accordance with the City's cash reserves policy or designated for specific purposes and time frames may be invested for longer terms.

2. Debt Service Funds

Investment strategies for Debt Service Funds have as their primary objective the assurance of investment liquidity to cover the debt service obligations on the required dates. Surplus funds outside the debt service dates will be invested according to investment targets and strategies for Pooled Funds.

3. Debt Service Reserve Funds

Debt Service Reserve Funds are reserves required by bond covenant or other contractual requirement to be maintained through the life of the debt issue. These funds generally do not have a need for liquidity and may be invested in longer term maturities within the overall guidelines of this Policy and bond covenants.

4. Capital Project and Special Purpose Funds

These funds include both bond proceeds and operating funds set aside for identified Capital Projects or Special Purposes. The funds should be invested to match projected cash flow requirements of projects with sufficient liquidity to meet unanticipated project outlays. In general, the final maturity dates of investments should not exceed the expected project completion date(s) and meet all underlying bond covenants, where applicable.

IV. STANDARD OF CARE

A. Prudence

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. The standard of care shall be applied to the context of managing the overall portfolio.

B. Delegation of Authority

The Finance Manager and City Manager are hereby designated as the Investment Officers of the City of Joshua, Texas, and are responsible for investment decisions and activities consistent with this Investment Policy.

The Investment Officers shall be responsible for all transactions and compliance with the internal controls, ensuring all safekeeping, custodial, and collateral duties remain consistent with this Investment Policy, as well as establishing and maintaining written procedures for cash management. The Investment Officers shall maintain timely, accurate and systematic records of all investments, maturities and earnings. Bonding of all staff with financial signatory authority is required and such bonding requirements will also apply to those individuals authorized to place, purchase or sell investment instruments. Bonding will protect the public against loss from possible embezzlement and malfeasance.

C. Training

It is the City's policy to provide training required by the Public Funds Investment Act Section 2256.008(a) through courses and seminars offered in compliance with the Act to ensure the quality and capability of the Investment Officers in making investment decisions. In accordance with State Law, Investment Officers must accumulate ten hours of investment training within twelve months of attaining the position of Investment Officer. Thereafter, eight hours of training must be accumulated every two-years within the period that begins on the first day of the City's fiscal year and ends on the last day of the next fiscal year.

Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

All investment training shall be from an independent source approved by the City Council. The following sponsors are hereby approved:

- 1) Government Finance Officers Association (GFOA and GFOAT);
- 2) Texas Society of Certified Public Accountants (TSCPA);
- 3) Texas Municipal League (TML);
- 4) Government Treasurers' Organization of Texas (GTOT);
- 5) Sponsors approved by the TSCPA and GFOA, GFOAT, GTOT, to provide CPE credits;
- 6) Center for Public Management at the University of North Texas; or
- 7) Alliance of Texas Treasury Associations (ATTA)

D. Ethics

The Investment Officers involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Furthermore, in accordance with the Public Funds Investment Act, an Investment Officer who has a personal business relationship with a firm or

is related within the second degree by consanguinity or affinity to individuals seeking to sell investments to the City must disclose such relationships in accordance with Section 2256.005(i) of the Public Funds Investment Act. Such disclosure should be made to the Texas State Ethics Commission and to the City Council.

E. Limitation of Liability

The Investment Officers acting in accordance with this Policy and the City's Investment Strategy and exercising due diligence shall be relieved of personal liability for an individual investment's performance provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse development.

F. Internal Controls

The Investment Officers shall establish a system of internal controls, which shall be documented in writing and reviewed periodically by the City's independent auditors. The controls shall be designed to prevent and control losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions. Dual controls of all investment activities will consistently be maintained by the Investment Officers.

The Investment Officers shall develop and maintain written administrative procedures for the operation of the investment and cash management program, consistent with this Investment Policy.

It is the policy of the City to provide a competitive environment for all individual investment purchases and sales, and financial institution, money market mutual fund, and local government investment pool selections. The investment officer is authorized to solicit bids for investments orally, in writing, electronically, or in any combination of these methods. At least three providers must be contacted in all transactions involving individual securities. For those situations where it may be impractical or unreasonable to receive three quotes for a transaction due to a rapidly changing market environment or to secondary market availability, documentation of a competitive market survey of comparable securities or an explanation of the specific circumstance must be included with the transaction quote/bid sheet. All quotes received must be documented and filed for auditing purposes.

V. AUTHORIZED INVESTMENTS

A. Authorized Investments

The following is a list of authorized and legal investment options:

- 1) Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding mortgage backed securities;
- 2) Direct obligations of the State of Texas or its agencies and instrumentalities;

- 3) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
- 4) Obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent;
- 5) Certificates of Deposit (CD) as authorized under the Act;
- 6) Repurchase Agreements which are fully collateralized as authorized by the Act. Flexible repurchase agreements may be used for capital project funds but will not extend past the anticipated expenditure schedule;
- 7) Commercial Paper rated A1/P1 or better as authorized by the Act;
- 8) AAA-Rated no-load government money market mutual funds as authorized by and compliant with the Act;
- 9) Local government investment pools as authorized by and compliant with the Act;
- 10) FDIC insured *Brokered Certificate of Deposit* securities purchased from a broker or a bank with a main or branch office in Texas, settled delivery versus payment to the City's safekeeping agent; and
- 11) Fully insured or collateralized interest-bearing accounts as authorized under the Act, including those accounts utilizing an FDIC insurance spreading program acceptable to the City.

B. Prohibited Investments

This Policy bestows the authority upon the Investment Officers to determine certain investment instruments as unsuitable for the City even though those investments may be authorized by this Policy and/or the Public Funds Investment Act. Additionally, certain investments are expressly prohibited by the Public Funds Investment Act. Those prohibited investments are:

- 1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- 2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

- 3) Collateralized mortgage obligations (CMO) that have a stated final maturity date of greater than 10 years; and
- 4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

C. Valuation

The Investment Officers shall monitor, on no less than a quarterly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. An investment that requires a minimum rating under this Policy and/or the Public Funds Investment Act does not qualify as an authorized investment during the period the investment does not have the minimum rating required by the Act. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating. The City is not required to liquidate investments that were authorized investments at the time of purchase.

The Investment Officers shall monitor, on no less than a quarterly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, an Investment Officer shall take steps to ensure that full FDIC insurance is in place as soon as the lapse in FDIC coverage is detected.

D. Protection of Principal

The City shall seek to control the risk of loss due to the failure of an issuer or grantor. Such risk shall be controlled by investing only in the safest types of investments as defined in this Policy; by qualifying the broker, dealer and financial institution with whom the City will transact; by maintaining collateralization as required by law; and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed “delivery versus payment” through the City’s safekeeping agent. By so doing, City funds are not released until the City has received, through the safekeeping agent, the securities purchased.

E. Diversification

The investments shall be diversified by security type and institution. With the exception of U.S. Treasury securities, Government-sponsored enterprises (GSE’s), interest-bearing checking accounts that are fully collateralized, and authorized local government pools, the City will diversify the entire portfolio to comply with the investment strategy. In no case shall any single investment transaction be more than twenty five-percent (25%) of the entire portfolio at the time of purchase of the security.

F. Diversification by Investment Maturity

To minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. The weighted average maturity will be determined on a total portfolio basis with a maximum of 540 days and maximum maturity for an individual security or CD shall not exceed three (3) years.

Maturity guidelines by fund are as follows:

1) Pooled Funds

Pooled Funds are a pooling of operating funds needed for day to day operations along with special revenue funds, internal service funds, and any other funds that do not fall into one of the three (3) categories listed below.

Maturity Limitation: The maximum allowable maturity for an individual investment shall be three (3) years.

2) Debt Service Funds

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment.

Maturity Limitation: The Investment Officers shall invest in such a manner as not to exceed an “unfunded” debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investments available to satisfy said payment.

3) Debt Service Reserve Funds

Market conditions, Bond Ordinance constraints and Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy.

Maturity Limitation: Maturities shall generally not exceed the call provisions of the Bond Ordinance and shall not exceed the final maturity of the bond issue or three years, whichever is less.

City funds that are considered “bond proceeds” for arbitrage purposes will be invested using a more conservative approach than the standard investment strategy when arbitrage rebate rules require refunding excess earnings. All earnings in excess of the allowable arbitrage earnings will be made available for any necessary payments to the U.S. Treasury.

4) Capital Project and Special Purpose Funds

Maturity Limitation: Funds used for construction programs have reasonably predictable draw down schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Bond proceeds (excluding reserve and debt service funds) shall generally be limited to the cash flow requirements or the “temporary period” as defined by Federal tax law. During the temporary period bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations.

VI. RELATIONSHIPS WITH FINANCIAL INSTITUTIONS AND FIRMS

A. Primary Depositories

Primary Depositories shall be selected through the banking service procurement process, which shall include a formal request for applications no less than every five (5) years. In selecting the primary depository, the creditworthiness of institutions shall be considered and the Investment Officers shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. The City's primary depository contract and other financial relationships for banking services are outside the scope of this Investment Policy; however, all deposits and collateral are subject to compliance with the Act.

B. Selection and Compliance of Investment Providers

An investment provider offering to engage in an investment transaction with the City shall be presented with the Investment Policy of the City. All investment providers must acknowledge receipt of the Investment Policy.

The qualified representative of a local government investment pool or discretionary investment management firm must execute a written instrument to acknowledge the following:

- 1) the business organization has received and reviewed the City's Investment Policy; and
- 2) the business organization has implemented reasonable procedures and controls to preclude transactions conducted between the City and the business organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, requires an

interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

Broker/Dealer institutions or firms may qualify under this section:

- 1) Security Dealers which are the approved and designated Dealers of the Federal Reserve Bank of New York "Primary Dealers" and approved by City Council.
- 2) Security Dealers and Brokers which are not designated as "Primary Dealers" but which are approved individually by the City Council.

Addendum A is the list of brokers/dealers who have qualified and are hereby approved to conduct business with the City as required by the Act. The qualified broker/dealer list must be reviewed and approved by City Council at least annually.

VII. SAFEKEEPING AND COLLATERALIZATION

To protect against potential fraud and embezzlement, investments shall be secured through third party custody and safekeeping procedures.

A. Safekeeping & Custody

All security purchases and trades conducted for the City of Joshua, Texas will be settled and protected by the City's contracted third-party safekeeping agent. The use of the Delivery Versus Payment (DVP) procedure will be continually used for investment securities transactions, purchases and sales. The City shall authorize the release of funds only after its safekeeping agent has received securities or receipt for the same amount into the City's safekeeping account.

Securities owned by the City under repurchase agreements shall be secured by a written Master Repurchase Agreement, or similar agreement, and all securities will be moved on a DVP basis.

The City shall approve all third-party custodial agents for the custody of securities pledged to the City as collateral to secure demand or time deposits.

All securities and collateral shall be held in an account in the City's name as evidenced by safekeeping receipts of the institutions with which the securities are placed.

Safekeeping and custody procedures shall be reviewed annually by the independent auditor.

B. Collateralization Requirements

The City, in accordance with state statute, requires all City funds held by financial institutions above the FDIC insurable limit to be collateralized with securities or letters of credit issued to the City by the Federal Home Loan Bank. Money Market Accounts and Certificates of Deposits require collateral or FDIC coverage for all principal and accrued interest. Letters of Credit pledged as collateral for

Certificates of Deposit and Money Market Accounts must equal 100% of total value of principal and anticipated interest in excess of FDIC insurance levels. Securities held as collateral shall have a market value equaling at least 102% of the total value of City funds, plus accrued interest, held in excess of FDIC insurance levels, and all securities shall be placed with a third-party custodial agent. *Collateral may be substituted or released only with the written authorization of an Investment Officer.* Allowable collateral may consist only of the following securities as permitted under the Public Funds Collateral Act (Texas Government Code, Ch. 2257).

- 1) Obligations of the U.S. Government, its agencies and instrumentalities including mortgage backed securities and CMOs which do not constitute a high-risk mortgage security *as defined by the Public Funds Collateral Act.*
- 2) Obligations of any U.S. state, agencies, counties, cities and other political subdivisions rated as to investment quality by at least one nationally recognized rating agency.

A monthly report listing the collateral must be provided directly from the Custodian to the City.

Financial institutions serving as City Depositories will be required to sign a Depository Agreement with the City. The “Security for Deposits” portion of the Agreement shall define the City’s rights to the collateral in case of default, bankruptcy or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- 1) the Agreement must be in writing;
- 2) the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- 3) the Agreement must be approved by the Board of Directors or the Bank Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- 4) the Agreement must be part of the Depository’s “official record” continuously since its execution.

VIII. PORTFOLIO REPORTING AND REVIEW

A. Reporting

As required by law, the Investment Officers shall submit a written investment report, prepared in accordance with the Act, signed by each Investment Officer of the City within a reasonable time after the end of each fiscal quarter to the City Council detailing the investment position for the previous quarter. Monthly market values will be obtained from the City’s investment advisor, or other source believed to be reliable, to monitor the portfolio’s position. “Weighted Average Yield to Maturity” shall be the standard for calculating portfolio rate of return.

- 1) For pooled investments – the report must:
 - a. state the beginning book value and market value of the pool portfolio for the reporting period,
 - b. state changes to the book value and market value during the reporting period,
 - c. state the ending book value and market value of the portfolio, and

- d. state the fully accrued interest for the reporting period.
- 2) For separately invested assets – the report must:
 - a. state the book value and market value for each investment at the beginning and end of the reporting period,
 - b. disclose the stated maturity date for each separate investment, and
 - c. show the specific fund from which moneys were received to purchase the investment.
 - 3) The report must state compliance of the investment portfolio with the City’s Investment Policy & Strategy and relevant provisions of the Public Funds Investment Act.

B. Annual Review

This Policy shall be reviewed and adopted annually by the City Council.

C. External Audit

In accordance with the Public Funds Investment Act, in conjunction with the City’s annual financial audit, a compliance audit of management controls on investments and adherence to the City’s established investment policies shall be performed. An annual review of the City’s quarterly reports will also be performed by an independent auditor with the results being presented to the City Council.

CITY OF JOSHUA, TEXAS
LIST OF AUTHORIZED BROKER/DEALERS

SAMCO Capital Markets, Inc.

Wells Fargo Bank, N.A.

Pinnacle Bank

CERTIFICATION

I hereby certify as the qualified representative of [INSERT NAME OF BUSINESS ORGANIZATION] that:

- (A) I am duly authorized to execute this this certification on behalf of [INSERT NAME OF BUSINESS ORGANIZATION];
- (B) I have received and personally read the Investment Policy adopted by the City Council of the City of Joshua; and
- (C) [INSERT NAME OF BUSINESS ORGANIZATION] has implemented reasonable procedures and controls designed to preclude:
 - (1) investment transactions conducted between the City and [INSERT NAME OF BUSINESS ORGANIZATION] that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards; and
 - (2) imprudent investment activities arising out of transactions conducted between our firm and the City; and.

[INSERT NAME OF BUSINESS ORGANIZATION] will not deliver or propose any investments that are not allowed under the City's Investment Policy. All our personnel will be routinely informed of the City's investment objectives, strategies and constraints whenever we are so advised. We will notify the City immediately by telephone and in writing in the event of a material adverse change in our financial condition. We pledge to exercise due diligence in informing the City of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses.

[INSERT NAME OF BUSINESS ORGANIZATION]:

Signature

Title

Date



**City Council Agenda
October 20, 2022**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action of adopting a Fund Balance Policy.

Background Information:

In an effort to preserve financial integrity and transparency, staff wishes to adopt a formal Fund Balance Policy.

Financial Information:

This policy will establish an unassigned fund balance in the general fund of no less than 25% of general fund expenditures.

City Contact and Recommendations:

Mike Peacock

Staff recommends the adoption of a Fund Balance Policy.

Attachments:

- Fund Balance Policy



FUND BALANCE POLICY

City of Joshua, TX

The Council recognizes that the maintenance of a fund balance is essential to the preservation of the financial integrity of the City and is fiscally advantageous for both the City and the taxpayer. This policy establishes goals and provides guidance concerning the desired level of fund balance maintained by the City to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. Specifically, the City desires to maintain adequate fund balance (reserves) in the City's various funds to:

- Provide sufficient cash flow for operations
- Provide for fluctuations in capital expenditure project spending
- Improve investment-grade bond ratings
- Ensure long-term fiscal sustainability

Authority

The Joshua City Council is responsible for the approval of financial policies which establish and direct the operations of the City of Joshua. The City Manager is responsible for carrying out the policy directives of the City Council and managing the day-to-day operations of all city departments and serves as the city's Chief Financial Officer. As the Chief Financial Officer, the City Manager shall administer this policy.

Definitions

Fund balance - a measurement of available financial resources and is the difference between total assets and total liabilities in each fund. Classifications within Fund Balance: GASB Statement 54 distinguishes fund balance classifications based on the relative strength of the constraints that control the purposes for which specified amounts can be spent. Beginning with the most restrictive constraints, fund balance amounts will be reported in the following categories:

Non-spendable fund balance – amounts that are not in a spendable form (e.g., inventory) or are legally or contractually required to be maintained intact (e.g., permanent fund principal).

Restricted fund balance – amounts that can be spent only for the specific purposes stipulated by external parties either constitutionally or through enabling legislation (e.g., grants or donations).

Committed fund balance – amounts that can be used only for the specific purposes determined by a formal action of the City Council. Commitments may be changed or lifted only by referring to the formal action that imposed the constraint originally (e.g., the council's commitment in connection with future construction projects).

Assigned fund balance – amounts intended to be used by the government for specific purposes. Intent can be expressed by the City Council or by a designee to whom that governing body delegates the authority. (In governmental funds other than the general fund, the assigned fund balance represents the amount that is not restricted or committed but by definition, being accounted for in a separate fund, are intended to be used for the purpose of that fund).

Unassigned fund balance – includes all amounts not contained in other classifications and is the residual classification of the general fund only. Unassigned amounts are available for any legal purpose.

The responsibility for designating funds to specific classifications shall be as follows:

Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, shall establish, modify, or rescind a fund balance commitment by resolution.

Assigned Fund Balance

The City Manager may assign fund balance to a specific purpose.

Minimum Unassigned Fund Balance General Fund

It is the goal of the City to achieve and maintain an unassigned fund balance in the general fund of not less than 25% of general fund expenditures. If the unassigned fund balance falls below its goal, the City shall develop a corrective action plan within the same year and take actionable steps. City Council shall seek to preserve fund balance in the budget process when considering new programs and services and will consider financial resources available or needed in other funds in assessing the adequacy of the general fund.

Order of Expenditure of Funds

When an expenditure can be charted to multiple categories of fund balance (e.g., a project is being funded partly by a grant, funds set aside by the City, and unassigned fund balance), the most restricted category will be used first, then the next-most restricted category or categories.

Excess Fund Balance

Should the situation present itself where the City has an unrestricted fund balance in the general fund above the needs of the foreseeable future, it is the policy of the City that fund balance not be used as a funding source for ongoing recurring expenditures. For example, the City may achieve unexpected savings during a fiscal year, creating a one-time surplus. One-time fund balance surpluses are only to be used as a funding source for one-time expenditures.

**City Council Agenda
October 20, 2022****Minutes Resolution****Action Item****Agenda Description:**

Discuss, consider, and possible action on development agreements between the City of Joshua and property owners of parcels located on Cr 705, Cr 805, Wilson Ln, Ranch Rd, and Red Bird Ln & authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway & M. Peacock)

Background Information:

Below are the names with the property information of the citizens inside city limits that have signed (non) development agreements. These addresses cover locations on Cr 705, Cr 805, Wilson Ln, Ranch Rd, and Red Bird Ln that are currently inside city limits.

Paul Grady Frisina	116 Wilson Ln	126.0348.00231
Carol Pittman	4220 Red Bird Ln	126.0348.00230
Jennifer Peterson	1313 Cr 705	126.0603.00870
Bethesda Water Supply	1417 Cr 705	126.0603.00865
Ronald & Darlene Parker	226 Ranch Rd	126.0040.00355
Danny Matheny	5009 Cr 803	126.0603.00860
Ronald K Plummer	5011 Cr 803	126.0603.00780
John Hair	109 Wilson Ln	126.3587.00030

Financial Information:

NA

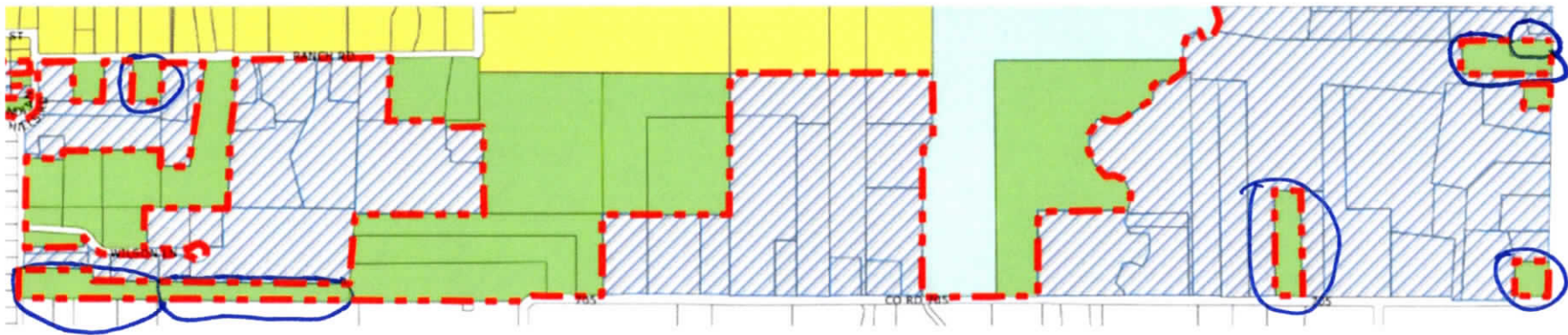
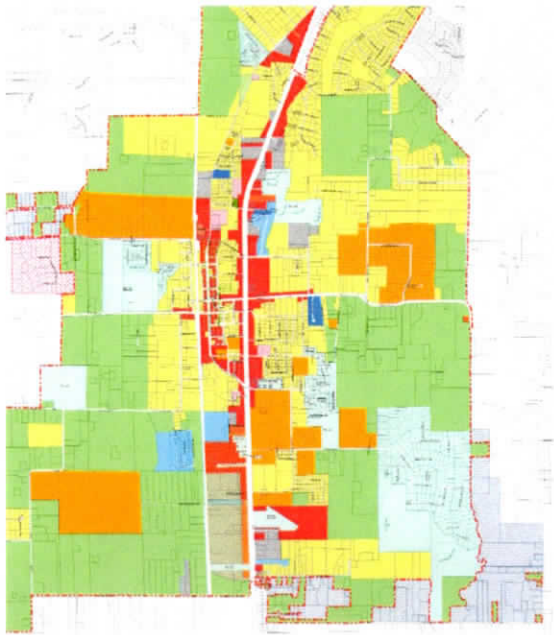
City Contact and Recommendations:

Alice Holloway, City Secretary

Mike Peacock, City Manager

Attachments:

- 1) Map of the Cr 705, Cr 805, Wilson Ln, Ranch Rd, and Red Bird Ln. Area
- 2) Agreement (without information)-for reference only



STATE OF TEXAS

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COUNTY OF JOHNSON

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DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____, 2022, by and between the City of Joshua, Texas ("City"), and **Paul Grady Frisina** ("Landowner," whether singularly or collectively). Landowner and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property ("Property") owned by Landowner, which Property consists of **2.84** acres, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

to this any City requirements, Landowner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

4. All structures on the Property as of the date of execution of this Agreement ("Pre-Existing Structures") are found to be conforming structures, and the City shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Landowner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Landowner shall rebuild or reconstruct in accordance with the City's then-existing building and construction codes.

5. Nothing in this Agreement prohibits the use of the Property as it currently is used as of the date of execution of this Agreement. Further, Landowner may construct any accessory structure(s) in compliance with applicable City ordinances and codes.

6. This Agreement shall be effective as of the date of execution of this Agreement for a period of twenty (20) years, with a termination date of July 1, 2042, unless agreed to otherwise by the Parties in writing ("Term"). On or before the expiration of the Term, the Parties may meet to agree on any mutually agreeable extension of this Agreement for an additional Term. In the event that there is no extension of this Agreement for an additional Term, after the termination date of this Agreement, the City may annex the Property during the five (5) year period following the date of termination of this Agreement. During a five (5) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the sole discretion of the City and Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

7. The Parties agree that the City, in its sole discretion, shall determine whether Landowner is in compliance with this Agreement. The City and Landowner agree that the City, in its sole discretion, may initiate annexation proceedings for the Property if there is a violation of the terms of this Agreement or if Landowner requests annexation. In such event, Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

8. During the Term of this Agreement, in the event the Property is subdivided or Landowner files any development-related document for the Property with Johnson County or the City (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 4, above), this Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the City. Landowner agrees and acknowledges that if any plat or development-related document is filed in violation of this Agreement, or if Landowner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by Landowner, and the Property will be subject to annexation at the discretion of the City. Landowner agrees that such annexation shall be voluntary and Landowner hereby requests and irrevocably consents to such annexation.

9. This Agreement is assignable. If all or any portion of the Property is sold, transferred or otherwise conveyed, Landowner shall give written notice to the City within five (5) business days thereof, and provide the City with the name, address, telephone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land, shall be filed in the property records of Johnson County, Texas, and shall be binding on and inure to the benefit of Landowner's successors and assigns. In conjunction with the City's approval of this Agreement, Landowner shall pay to the City applicable filing, administrative and recording fees in the amount of \$75.00.

10. Except as provided for in this Agreement, the Parties agree that Landowner shall be bound and subject to all development and subdivision ordinances of the City. Any construction on the Property shall be in accordance with applicable ordinances and regulations of the City, now existing or in the future arising, including any and all uniform building and construction codes, as adopted by the City.

11. LANDOWNER HEREBY RELEASES THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS AGREEMENT.

12. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Johnson County, Texas.

13. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

15. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

16. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto. In the event there are more landowners than those who are signatories to this Agreement, the Landowner(s) who execute this Agreement acknowledge that he/she/they are executing this Agreement with the consent and full authority of any other landowner(s).

17. This Agreement may be only amended or altered by written instrument signed by the Parties.

18. Any controversy or claim arising from or relating to this Agreement, or a breach thereof (excluding any claim by Landowner in any way related to Paragraph 7 herein) shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Landowner and the City shall share the costs of mediation equally. The mediation shall be held in Joshua, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

19. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Each party represents this Agreement has been read by such party and that such party has had an opportunity to confer with its counsel.

21. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

22. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

23. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

Paul Grady Frisina

By: Paul Grady FrisinaDate: 9-13-2022

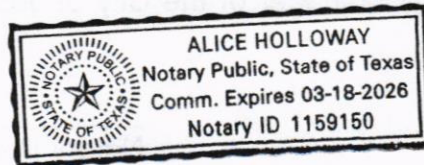
STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 13 day of September, 2022, by Paul Frisina.

Alice Holloway
Notary Public, State of Texas

My Commission Expires:

3-18-24

LANDOWNER

By: _____

Date: _____

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____.

Notary Public, State of Texas

My Commission Expires:

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

CITY OF JOSHUA, TEXAS

By: _____
Mike Peacock, City Manager

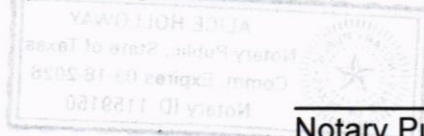
Date: _____

STATE OF TEXAS)

)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua.



Notary Public, State of Texas

My Commission Expires:

EXHIBIT A

Description of the Property

JCAD #: 126.0348.00231
Tract(s) ABST 348 TR 46A D HUNTER
Being 2.84 acres

STATE OF TEXAS

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COUNTY OF JOHNSON

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DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____, 2022, by and between the City of Joshua, Texas ("City"), and **Carol D Pittman** ("Landowner," whether singularly or collectively). Landowner and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property ("Property") owned by Landowner, which Property consists of **2.91** acres, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

to this any City requirements, Landowner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

4. All structures on the Property as of the date of execution of this Agreement ("Pre-Existing Structures") are found to be conforming structures, and the City shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Landowner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Landowner shall rebuild or reconstruct in accordance with the City's then-existing building and construction codes.

5. Nothing in this Agreement prohibits the use of the Property as it currently is used as of the date of execution of this Agreement. Further, Landowner may construct any accessory structure(s) in compliance with applicable City ordinances and codes.

6. This Agreement shall be effective as of the date of execution of this Agreement for a period of twenty (20) years, with a termination date of July 1, 2042, unless agreed to otherwise by the Parties in writing ("Term"). On or before the expiration of the Term, the Parties may meet to agree on any mutually agreeable extension of this Agreement for an additional Term. In the event that there is no extension of this Agreement for an additional Term, after the termination date of this Agreement, the City may annex the Property during the five (5) year period following the date of termination of this Agreement. During a five (5) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the sole discretion of the City and Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

7. The Parties agree that the City, in its sole discretion, shall determine whether Landowner is in compliance with this Agreement. The City and Landowner agree that the City, in its sole discretion, may initiate annexation proceedings for the Property if there is a violation of the terms of this Agreement or if Landowner requests annexation. In such event, Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

8. During the Term of this Agreement, in the event the Property is subdivided or Landowner files any development-related document for the Property with Johnson County or the City (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 4, above), this Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the City. Landowner agrees and acknowledges that if any plat or development-related document is filed in violation of this Agreement, or if Landowner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by Landowner, and the Property will be subject to annexation at the discretion of the City. Landowner agrees that such annexation shall be voluntary and Landowner hereby requests and irrevocably consents to such annexation.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

CITY OF JOSHUA, TEXAS

By: _____
Mike Peacock, City Manager

Date: _____

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua.

Notary Public, State of Texas

My Commission Expires:

Carol D Pittman

By: Carol D. PittmanDate: 9-13-22

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 13 day of September, 2022, by Carol Pittman

[Signature]
Notary Public, State of Texas

My Commission Expires:

LANDOWNER

By: _____

Date: _____

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT A

Description of the Property

JCAD #: 126.0348.00230
Tract(s) ABST 348 TR 46 D HUNTER
Being 2.91 acres

STATE OF TEXAS

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COUNTY OF JOHNSON

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 20 day of October, 2022, by and between the City of Joshua, Texas ("City"), and Danny Matheny ("Landowner," whether singularly or collectively). Landowner and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property ("Property") owned by Landowner, which Property consists of 1.00 acre, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

to this any City requirements, Landowner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

4. All structures on the Property as of the date of execution of this Agreement ("Pre-Existing Structures") are found to be conforming structures, and the City shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Landowner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Landowner shall rebuild or reconstruct in accordance with the City's then-existing building and construction codes.

5. Nothing in this Agreement prohibits the use of the Property as it currently is used as of the date of execution of this Agreement. Further, Landowner may construct any accessory structure(s) in compliance with applicable City ordinances and codes.

6. This Agreement shall be effective as of the date of execution of this Agreement for a period of twenty (20) years, with a termination date of July 1, 2042, unless agreed to otherwise by the Parties in writing ("Term"). On or before the expiration of the Term, the Parties may meet to agree on any mutually agreeable extension of this Agreement for an additional Term. In the event that there is no extension of this Agreement for an additional Term, after the termination date of this Agreement, the City may annex the Property during the five (5) year period following the date of termination of this Agreement. During a five (5) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the sole discretion of the City and Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

7. The Parties agree that the City, in its sole discretion, shall determine whether Landowner is in compliance with this Agreement. The City and Landowner agree that the City, in its sole discretion, may initiate annexation proceedings for the Property if there is a violation of the terms of this Agreement or if Landowner requests annexation. In such event, Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

8. During the Term of this Agreement, in the event the Property is subdivided or Landowner files any development-related document for the Property with Johnson County or the City (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 4, above), this Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the City. Landowner agrees and acknowledges that if any plat or development-related document is filed in violation of this Agreement, or if Landowner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by Landowner, and the Property will be subject to annexation at the discretion of the City. Landowner agrees that such annexation shall be voluntary and Landowner hereby requests and irrevocably consents to such annexation.

9. This Agreement is assignable. If all or any portion of the Property is sold, transferred or otherwise conveyed, Landowner shall give written notice to the City within five (5) business days thereof, and provide the City with the name, address, telephone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land, shall be filed in the property records of Johnson County, Texas, and shall be binding on and inure to the benefit of Landowner's successors and assigns. In conjunction with the City's approval of this Agreement, Landowner shall pay to the City applicable filing, administrative and recording fees in the amount of \$75.00.

10. Except as provided for in this Agreement, the Parties agree that Landowner shall be bound and subject to all development and subdivision ordinances of the City. Any construction on the Property shall be in accordance with applicable ordinances and regulations of the City, now existing or in the future arising, including any and all uniform building and construction codes, as adopted by the City.

11. LANDOWNER HEREBY RELEASES THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS AGREEMENT.

12. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Johnson County, Texas.

13. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

15. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

16. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto. In the event there are more landowners than those who are signatories to this Agreement, the Landowner(s) who execute this Agreement acknowledge that he/she/they are executing this Agreement with the consent and full authority of any other landowner(s).

17. This Agreement may be only amended or altered by written instrument signed by the Parties.

18. Any controversy or claim arising from or relating to this Agreement, or a breach thereof (excluding any claim by Landowner in any way related to Paragraph 7 herein) shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Landowner and the City shall share the costs of mediation equally. The mediation shall be held in Joshua, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

19. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Each party represents this Agreement has been read by such party and that such party has had an opportunity to confer with its counsel.

21. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

22. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

23. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

CITY OF JOSHUA, TEXAS

By: _____
Mike Peacock, City Manager

Date: _____

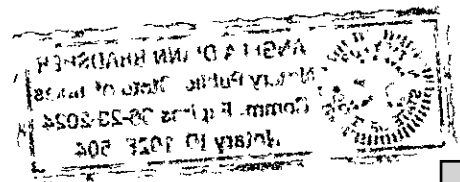
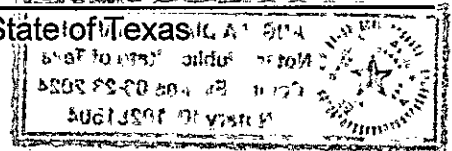
STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua.

My Commission Expires:

Notary Public, State of Texas



DANNY MATHENY

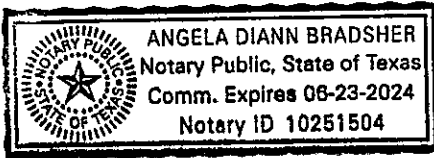
By: *Danny Matheny*Date: 9-19-22

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 19 day of September, 2022, by *DL*.*Angela Diann Bradsher*
Notary Public, State of Texas

My Commission Expires:

6-23-2024

LANDOWNER

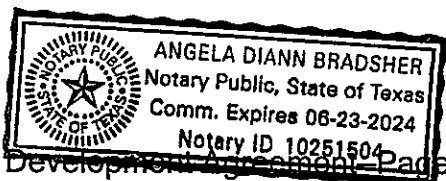
By: *Jeanene Motherz*Date: 9/19/22

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 19 day of September, 2022, by *DL*.*Angela Diann Bradsher*
Notary Public, State of Texas

My Commission Expires:

6-23-2024

Development Agreement Page 6

EXHIBIT A

Description of the Property

JCAD #: 126.0603.00847
Tract(s) ABST 603 TR 26F W H MILLER
Being 2.00 acres

STATE OF TEXAS

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COUNTY OF JOHNSON

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 10 day of October, 2022, by and between the City of Joshua, Texas ("City"), and **Jennifer A Petersen** ("Landowner," whether singularly or collectively). Landowner and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property ("Property") owned by Landowner, which Property consists of 2.31 acres, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

to this any City requirements, Landowner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

4. All structures on the Property as of the date of execution of this Agreement ("Pre-Existing Structures") are found to be conforming structures, and the City shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Landowner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Landowner shall rebuild or reconstruct in accordance with the City's then-existing building and construction codes.

5. Nothing in this Agreement prohibits the use of the Property as it currently is used as of the date of execution of this Agreement. Further, Landowner may construct any accessory structure(s) in compliance with applicable City ordinances and codes.

6. This Agreement shall be effective as of the date of execution of this Agreement for a period of twenty (20) years, with a termination date of July 1, 2042, unless agreed to otherwise by the Parties in writing ("Term"). On or before the expiration of the Term, the Parties may meet to agree on any mutually agreeable extension of this Agreement for an additional Term. In the event that there is no extension of this Agreement for an additional Term, after the termination date of this Agreement, the City may annex the Property during the five (5) year period following the date of termination of this Agreement. During a five (5) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the sole discretion of the City and Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

7. The Parties agree that the City, in its sole discretion, shall determine whether Landowner is in compliance with this Agreement. The City and Landowner agree that the City, in its sole discretion, may initiate annexation proceedings for the Property if there is a violation of the terms of this Agreement or if Landowner requests annexation. In such event, Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

8. During the Term of this Agreement, in the event the Property is subdivided or Landowner files any development-related document for the Property with Johnson County or the City (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 4, above), this Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the City. Landowner agrees and acknowledges that if any plat or development-related document is filed in violation of this Agreement, or if Landowner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by Landowner, and the Property will be subject to annexation at the discretion of the City. Landowner agrees that such annexation shall be voluntary and Landowner hereby requests and irrevocably consents to such annexation.

9. This Agreement is assignable. If all or any portion of the Property is sold, transferred or otherwise conveyed, Landowner shall give written notice to the City within five (5) business days thereof, and provide the City with the name, address, telephone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land, shall be filed in the property records of Johnson County, Texas, and shall be binding on and inure to the benefit of Landowner's successors and assigns. In conjunction with the City's approval of this Agreement, Landowner shall pay to the City applicable filing, administrative and recording fees in the amount of \$75.00.

10. Except as provided for in this Agreement, the Parties agree that Landowner shall be bound and subject to all development and subdivision ordinances of the City. Any construction on the Property shall be in accordance with applicable ordinances and regulations of the City, now existing or in the future arising, including any and all uniform building and construction codes, as adopted by the City.

11. LANDOWNER HEREBY RELEASES THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS AGREEMENT.

12. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Johnson County, Texas.

13. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

15. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

16. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto. In the event there are more landowners than those who are signatories to this Agreement, the Landowner(s) who execute this Agreement acknowledge that he/she/they are executing this Agreement with the consent and full authority of any other landowner(s).

17. This Agreement may be only amended or altered by written instrument signed by the Parties.

18. Any controversy or claim arising from or relating to this Agreement, or a breach thereof (excluding any claim by Landowner in any way related to Paragraph 7 herein) shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Landowner and the City shall share the costs of mediation equally. The mediation shall be held in Joshua, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

19. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Each party represents this Agreement has been read by such party and that such party has had an opportunity to confer with its counsel.

21. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

22. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

23. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

CITY OF JOSHUA, TEXAS

By: _____
Mike Peacock, City Manager

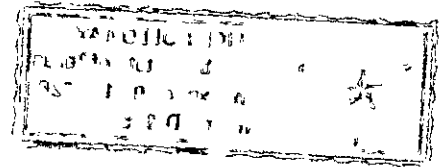
Date: _____

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua.

Notary Public, State of Texas

My Commission Expires:



JENNIFER A PETERSEN

By: _____

Date: _____

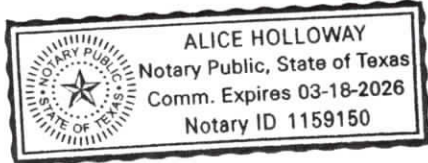
STATE OF TEXAS)
)
 COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 29 day of September,
 2022, by Jennifer A. Petersen

 Notary Public, State of Texas

My Commission Expires:

3-18-26

**LANDOWNER**

By: _____

Date: _____

STATE OF TEXAS)
)
 COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____,
 2022, by _____.

 Notary Public, State of Texas

My Commission Expires:

EXHIBIT A

Description of the Property

JCAD #: 126.0603.00870
Tract(s) ABST 603 TR 26L W H MILLER
Being 2.31 acres

STATE OF TEXAS

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§

COUNTY OF JOHNSON

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 20 day of October, 2022, by and between the City of Joshua, Texas ("City"), and **Ronald K Plummer** ("Landowner," whether singularly or collectively). Landowner and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property ("Property") owned by Landowner, which Property consists of .561 acre, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

to this any City requirements, Landowner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

4. All structures on the Property as of the date of execution of this Agreement ("Pre-Existing Structures") are found to be conforming structures, and the City shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Landowner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Landowner shall rebuild or reconstruct in accordance with the City's then-existing building and construction codes.

5. Nothing in this Agreement prohibits the use of the Property as it currently is used as of the date of execution of this Agreement. Further, Landowner may construct any accessory structure(s) in compliance with applicable City ordinances and codes.

6. This Agreement shall be effective as of the date of execution of this Agreement for a period of twenty (20) years, with a termination date of July 1, 2042, unless agreed to otherwise by the Parties in writing ("Term"). On or before the expiration of the Term, the Parties may meet to agree on any mutually agreeable extension of this Agreement for an additional Term. In the event that there is no extension of this Agreement for an additional Term, after the termination date of this Agreement, the City may annex the Property during the five (5) year period following the date of termination of this Agreement. During a five (5) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the sole discretion of the City and Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

7. The Parties agree that the City, in its sole discretion, shall determine whether Landowner is in compliance with this Agreement. The City and Landowner agree that the City, in its sole discretion, may initiate annexation proceedings for the Property if there is a violation of the terms of this Agreement or if Landowner requests annexation. In such event, Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

8. During the Term of this Agreement, in the event the Property is subdivided or Landowner files any development-related document for the Property with Johnson County or the City (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 4, above), this Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the City. Landowner agrees and acknowledges that if any plat or development-related document is filed in violation of this Agreement, or if Landowner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by Landowner, and the Property will be subject to annexation at the discretion of the City. Landowner agrees that such annexation shall be voluntary and Landowner hereby requests and irrevocably consents to such annexation.

9. This Agreement is assignable. If all or any portion of the Property is sold, transferred or otherwise conveyed, Landowner shall give written notice to the City within five (5) business days thereof, and provide the City with the name, address, telephone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land, shall be filed in the property records of Johnson County, Texas, and shall be binding on and inure to the benefit of Landowner's successors and assigns. In conjunction with the City's approval of this Agreement, Landowner shall pay to the City applicable filing, administrative and recording fees in the amount of \$75.00.

10. Except as provided for in this Agreement, the Parties agree that Landowner shall be bound and subject to all development and subdivision ordinances of the City. Any construction on the Property shall be in accordance with applicable ordinances and regulations of the City, now existing or in the future arising, including any and all uniform building and construction codes, as adopted by the City.

11. LANDOWNER HEREBY RELEASES THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS AGREEMENT.

12. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Johnson County, Texas.

13. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

15. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

16. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto. In the event there are more landowners than those who are signatories to this Agreement, the Landowner(s) who execute this Agreement acknowledge that he/she/they are executing this Agreement with the consent and full authority of any other landowner(s).

17. This Agreement may be only amended or altered by written instrument signed by the Parties.

18. Any controversy or claim arising from or relating to this Agreement, or a breach thereof (excluding any claim by Landowner in any way related to Paragraph 7 herein) shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Landowner and the City shall share the costs of mediation equally. The mediation shall be held in Joshua, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

19. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Each party represents this Agreement has been read by such party and that such party has had an opportunity to confer with its counsel.

21. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

22. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

23. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

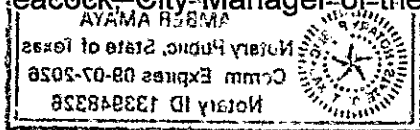
CITY OF JOSHUA, TEXAS

By: _____
Mike Peacock, City Manager

Date: 10/20/22

STATE OF TEXAS)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Mike Peacock, ~~City Manager of the~~ City of Joshua, Texas, on behalf of the City of Joshua.



Notary Public, State of Texas

My Commission Expires:

Ronald K Plummer

By: _____

Date: _____

STATE OF TEXAS)

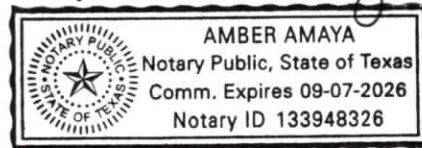
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 23 day of September, 2022, by Ronald Karl Plummer.

My Commission Expires:

9-7-2026

Notary Public, State of Texas



LANDOWNER

By: _____

Date: _____

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____.

My Commission Expires:

Notary Public, State of Texas

EXHIBIT A

Description of the Property

JCAD #: 126.0603.00780
Tract(s) ABST 603 TR 20 W H MILLER
Being .561 acre

STATE OF TEXAS

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COUNTY OF JOHNSON

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 20 day of October, 2022, by and between the City of Joshua, Texas ("City"), and **Bethesda Water Supply Corp** ("Landowner," whether singularly or collectively). Landowner and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property ("Property") owned by Landowner, which Property consists of 1.00 acre, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

to this any City requirements, Landowner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

4. All structures on the Property as of the date of execution of this Agreement ("Pre-Existing Structures") are found to be conforming structures, and the City shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Landowner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Landowner shall rebuild or reconstruct in accordance with the City's then-existing building and construction codes.

5. Nothing in this Agreement prohibits the use of the Property as it currently is used as of the date of execution of this Agreement. Further, Landowner may construct any accessory structure(s) in compliance with applicable City ordinances and codes.

6. This Agreement shall be effective as of the date of execution of this Agreement for a period of twenty (20) years, with a termination date of July 1, 2042, unless agreed to otherwise by the Parties in writing ("Term"). On or before the expiration of the Term, the Parties may meet to agree on any mutually agreeable extension of this Agreement for an additional Term. In the event that there is no extension of this Agreement for an additional Term, after the termination date of this Agreement, the City may annex the Property during the five (5) year period following the date of termination of this Agreement. During a five (5) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the sole discretion of the City and Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

7. The Parties agree that the City, in its sole discretion, shall determine whether Landowner is in compliance with this Agreement. The City and Landowner agree that the City, in its sole discretion, may initiate annexation proceedings for the Property if there is a violation of the terms of this Agreement or if Landowner requests annexation. In such event, Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

8. During the Term of this Agreement, in the event the Property is subdivided or Landowner files any development-related document for the Property with Johnson County or the City (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 4, above), this Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the City. Landowner agrees and acknowledges that if any plat or development-related document is filed in violation of this Agreement, or if Landowner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by Landowner, and the Property will be subject to annexation at the discretion of the City. Landowner agrees that such annexation shall be voluntary and Landowner hereby requests and irrevocably consents to such annexation.

9. This Agreement is assignable. If all or any portion of the Property is sold, transferred or otherwise conveyed, Landowner shall give written notice to the City within five (5) business days thereof, and provide the City with the name, address, telephone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land, shall be filed in the property records of Johnson County, Texas, and shall be binding on and inure to the benefit of Landowner's successors and assigns. In conjunction with the City's approval of this Agreement, Landowner shall pay to the City applicable filing, administrative and recording fees in the amount of \$75.00.

10. Except as provided for in this Agreement, the Parties agree that Landowner shall be bound and subject to all development and subdivision ordinances of the City. Any construction on the Property shall be in accordance with applicable ordinances and regulations of the City, now existing or in the future arising, including any and all uniform building and construction codes, as adopted by the City.

11. LANDOWNER HEREBY RELEASES THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS AGREEMENT.

12. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Johnson County, Texas.

13. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

15. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

16. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto. In the event there are more landowners than those who are signatories to this Agreement, the Landowner(s) who execute this Agreement acknowledge that he/she/they are executing this Agreement with the consent and full authority of any other landowner(s).

17. This Agreement may be only amended or altered by written instrument signed by the Parties.

18. Any controversy or claim arising from or relating to this Agreement, or a breach thereof (excluding any claim by Landowner in any way related to Paragraph 7 herein) shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Landowner and the City shall share the costs of mediation equally. The mediation shall be held in Joshua, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

19. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Each party represents this Agreement has been read by such party and that such party has had an opportunity to confer with its counsel.

21. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

22. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

23. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

CITY OF JOSHUA, TEXAS

By: _____
Mike Peacock, City Manager

Date: _____

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua.

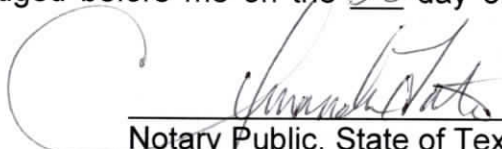
Notary Public, State of Texas

My Commission Expires:

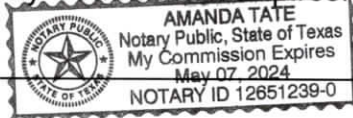
BETHESDA WATER SUPPLY CORPBy: Date: 09-20-2022

STATE OF TEXAS)
)
 COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 20 day of September,
 2022, by Amanda Tate.


 Notary Public, State of Texas

My Commission Expires:

**LANDOWNER**

By: _____

Date: _____

STATE OF TEXAS)
)
 COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____,
 2022, by _____.

 Notary Public, State of Texas

My Commission Expires:

EXHIBIT A

Description of the Property

JCAD #: 126.0603.00865
Tract(s) ABST 603 TR 26H W H MILLER
Being 1.00 acre

STATE OF TEXAS

§
§
§

COUNTY OF JOHNSON

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 20 day of October, 2022, by and between the City of Joshua, Texas ("City"), and **Ronald and Darlene Parker** ("Landowner," whether singularly or collectively). Landowner and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property ("Property") owned by Landowner, which Property consists of **1.0050** acres, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

to this any City requirements, Landowner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

4. All structures on the Property as of the date of execution of this Agreement ("Pre-Existing Structures") are found to be conforming structures, and the City shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Landowner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Landowner shall rebuild or reconstruct in accordance with the City's then-existing building and construction codes.

5. Nothing in this Agreement prohibits the use of the Property as it currently is used ~~as of the date of execution of this Agreement. Further, Landowner may construct any accessory structure(s) in compliance with applicable City ordinances and codes.~~

6. This Agreement shall be effective as of the date of execution of this Agreement for a period of twenty (20) years, with a termination date of July 1, 2042, unless agreed to otherwise by the Parties in writing ("Term"). On or before the expiration of the Term, the Parties may meet to agree on any mutually agreeable extension of this Agreement for an additional Term. In the event that there is no extension of this Agreement for an additional Term, after the termination date of this Agreement, the City may annex the Property during the five (5) year period following the date of termination of this Agreement. During a five (5) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the sole discretion of the City and Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

7. The Parties agree that the City, in its sole discretion, shall determine whether Landowner is in compliance with this Agreement. The City and Landowner agree that the City, in its sole discretion, may initiate annexation proceedings for the Property if there is a violation of the terms of this Agreement or if Landowner requests annexation. In such event, Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

8. During the Term of this Agreement, in the event the Property is subdivided or Landowner files any development-related document for the Property with Johnson County or the City (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 4, above), this Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the City. Landowner agrees and acknowledges that if any plat or development-related document is filed in violation of this Agreement, or if Landowner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by Landowner, and the Property will be subject to annexation at the discretion of the City. Landowner agrees that such annexation shall be voluntary and Landowner hereby requests and irrevocably consents to such annexation.

9. This Agreement is assignable. If all or any portion of the Property is sold, transferred or otherwise conveyed, Landowner shall give written notice to the City within five (5) business days thereof, and provide the City with the name, address, telephone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land, shall be filed in the property records of Johnson County, Texas, and shall be binding on and inure to the benefit of Landowner's successors and assigns. In conjunction with the City's approval of this Agreement, Landowner shall pay to the City applicable filing, administrative and recording fees in the amount of \$75.00.

10. Except as provided for in this Agreement, the Parties agree that Landowner shall be bound and subject to all development and subdivision ordinances of the City. Any construction on the Property shall be in accordance with applicable ordinances and regulations of the City, now existing or in the future arising, including any and all uniform building and construction codes, as adopted by the City.

11. LANDOWNER HEREBY RELEASES THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS AGREEMENT.

12. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Johnson County, Texas.

13. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

15. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

16. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto. In the event there are more landowners than those who are signatories to this Agreement, the Landowner(s) who execute this Agreement acknowledge that he/she/they are executing this Agreement with the consent and full authority of any other landowner(s).

17. This Agreement may be only amended or altered by written instrument signed by the Parties.

18. Any controversy or claim arising from or relating to this Agreement, or a breach thereof (excluding any claim by Landowner in any way related to Paragraph 7 herein) shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Landowner and the City shall share the costs of mediation equally. The mediation shall be held in Joshua, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

19. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Each party represents this Agreement has been read by such party and that such party has had an opportunity to confer with its counsel.

~~21. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.~~

22. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

23. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

CITY OF JOSHUA, TEXAS

By: _____
Mike Peacock, City Manager

Date: 10/20/22

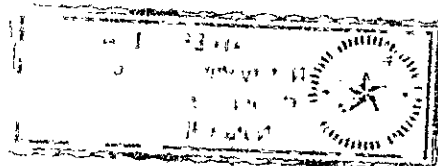
STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua.

Notary Public, State of Texas

My Commission Expires:



Ronald Parker

By: Rue PS

Date: 9/17/22

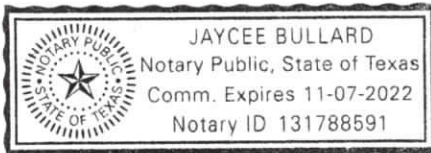
STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 17th day of September, 2022, by Ronald Parker.

Jaycee Bullard
Notary Public, State of Texas

My Commission Expires:

11-07-2022



Darlene Parker

By: Darlene Parker

Date: 9-17-22

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 17th day of September, 2022, by Darlene Parker.

Jaycee Bullard
Notary Public, State of Texas

My Commission Expires:

11-07-2022

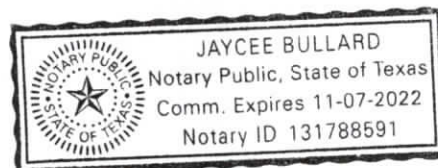


EXHIBIT A

Description of the Property

JCAD #: 126.0040.00355
Tract(s) ABST 40 TR 19F TW Baird
Being 1.0050 acres

STATE OF TEXAS

§

COUNTY OF JOHNSON

§

§

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____, 2022, by and between the City of Joshua, Texas ("City"), and **John Hair** ("Landowner," whether singularly or collectively). Landowner and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property ("Property") owned by Landowner, which Property consists of **1.372** acres, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

9. This Agreement is assignable. If all or any portion of the Property is sold, transferred or otherwise conveyed, Landowner shall give written notice to the City within five (5) business days thereof, and provide the City with the name, address, telephone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land, shall be filed in the property records of Johnson County, Texas, and shall be binding on and inure to the benefit of Landowner's successors and assigns. In conjunction with the City's approval of this Agreement, Landowner shall pay to the City applicable filing, administrative and recording fees in the amount of \$75.00.

10. Except as provided for in this Agreement, the Parties agree that Landowner shall be bound and subject to all development and subdivision ordinances of the City. Any construction on the Property shall be in accordance with applicable ordinances and regulations of the City, now existing or in the future arising, including any and all uniform building and construction codes, as adopted by the City.

11. LANDOWNER HEREBY RELEASES THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS AGREEMENT.

12. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Johnson County, Texas.

13. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

15. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

CITY OF JOSHUA, TEXAS

By: _____
Mike Peacock, City Manager

Date: _____

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua.

Notary Public, State of Texas

My Commission Expires:

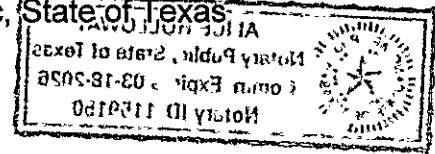


EXHIBIT A

Description of the Property

JCAD #: 126.3587.00030
Tract(s) LOT 3,4,5, BLK 1 WILSON EST
Being 1.372 acres

September 2022

The month of September saw progress in hiring of personnel and preparedness for critical incidents. Officer Shawn Martin came to Joshua PD from Alvarado PD, bringing close to 15 years of experience. Officer Justin Price came to Joshua PD from the Hood County Sheriff's Office, bringing almost four years of experience. September also saw the return of Officer Tyler Smith and K9 Camo. The police department has only two remaining vacancies and is positioned to be able to fill those vacancies.

The department was successful in submitting a grant to the Governor's Office for the purchase of ballistic shields. The shields will greatly enhance the department's ability to respond to critical incidents, while providing responding officers with a greater amount of ballistic protection. In addition, the agency was able to secure training in shield deployment, active shooter instructor training, solo officer rapid deployment instructor, and a ballistic shield instructor training. These upcoming training classes will allow multiple members of this agency to become instructors in various disciplines of critical incident response training and allow the department the ability to offer these critical courses to agencies who may not otherwise have instructors, personnel trained in active shooter response, or who may not be fully prepared to address a critical incident.

The department participated in a tabletop exercise with the Joshua ISD Police Department. The Burleson Police Department and the Johnson County Sheriff's Office also participated in the scenario-based exercise. The exercise allowed the exchange of strategies in our respective responses to a critical incident and the management of a critical incident. The exercise also exposed deficiencies needing to be addressed and allowed for the opportunity for the host agency to receive suggestions on how to effectively respond and manage an incident in their jurisdiction.

The department is currently working on a second grant administered by the Governor's Office to provide reimbursement to departments who accrue expenses for participating in ALERRT training programs.

Patrol

Category	September 2022	September 2021	2022 year to date
Dispatched Calls	276	214	2,238
Arrests	15	11	119
Crash Reports	5	10	42
Traffic Stops	426	822	4,619
Citations	157	526	1,586
Outside LE Agency Assist	15	12	113
Reports	57	48	488

K9

K9 Camo was recertified for narcotics detection in September. Officer Smith and Camo have teamed up with Fort Worth PD to provide training at Fort Worth PD's K9 training facility.

Investigations

Category	September 2022	September 2021	2022 year to date
Crimes Against Persons	2	8	38
Property Crime (Thefts, Damage)	15	6	87
Other (Drug or Alch/Missing/Deceased)	40	9	440
Total			

Training

Officer Tyler Smith and Officer Chris King attended a TCOLE instructor course. Both officers are now licensed by TCOLE to provide training and is a necessary step to instruct in-house training and provide training to outside agencies. Officer Nick Bright and Officer Justin Price attended a mandatory Deaf and Hard of Hearing class. The class is a mandatory requirement of TCOLE.

Community Outreach

Event	Date
Pioneer & Old Settlers First Responder Ceremony	September 2 nd
Tarrant Food Bank	September 8 th
Crime Stoppers	September 13 th



Joshua Fire Department Monthly Activity Report

September 2022

RECENT ACTIVITIES

Volunteer hours totaled 669 for September, which is down from 679 in August.

CODE COMPLIANCE

VIOLATION		2021-STILL ACTIVE		Sep-22		2022	
		OPEN	CLOSED IN 2022	OPENED	CLOSED	OPEN YTD	CLOSED YTD
Accessory Building		1	1			2	1
High Grass and Weeds		10	3	12	11	45	44
Junk and Debris		18	8	5	6	65	54
Junk Vehicle		5	3	2	2	11	11
Parking Violation		6		1		16	10
No Permit		2				8	5
Open Storage		1	1	2	1	9	7
Substandard Structure		2					
swimming pool Barrier		1				4	3
Solid waste violation		2					
Health and sanitation						1	1
No CO						4	2
prohibited occupancy						3	2
Public safety S&S					1	4	4
Open Vacant structure						1	1
Dilapidated Fence						2	2
		48	16	22	21	175	147

TRAINING

DATE	TOPIC	HOURS	ATTENDANCE
09/07	Ladders at the ESD	2	7
09/12	Emergency Care Update – CareFlite 2022	8	1
09/13	Emergency Care Update – CareFlite 2022	4	2
09/14	Vertical Ventilation	4	7
09/20	Incident Command for Haz Mat	2	1
09/21	Technical and Emergency DECON	2	1
	Air Supply Systems	2	1
	Compressed Gases	2	1
	Fire Origin & Cause Determination	2	1
	Maintenance on Firefighting Equip	3	9
09/22	Understanding Fire Protection Systems	2	1
09/22	Theory of Fire Code Enforcement	2	1
09/28	EMS CE's Pediatric Trauma	3	6
09/29	EMS CE's Pediatric Trauma	3	2

EMERGENCY RESPONSE..

JOSHUA FIRE DEPARTMENT								
EMERGENCY RESPONSE STATISTICS								
YEAR:	2022	MONTH:	September					
EMERGENCY RESPONSES								
CITY INCIDENTS			September	YTD	COUNTY INCIDENTS		August	YTD
Building Fires			0	5	Building Fires		0	3
Vehicle Fire			0	1				
Rail Vehicle Fire			0	1				
Arcing,Shorted Electrical Equipment			0	5	Chimney or Flu Fire		0	1
Cooking Fire			0	2	Grass Fires		0	13
Dumpster Fire			0	1	Outside Equip Fire		0	1
Grass Fires			0	18	EMS - Except MVA with Injuries		19	206
Outside Equip			0	1	MVA with Injuries		1	10
Outside Rubbish			0	1	MVA no Injuries		0	13
EMS - Exclude vehicle acc W/Inj			67	479	Oil or Other Combustable liquid spill		0	1
MVA with Injuries			5	28	Flammable Liquid spill		0	2
Animal Rescue			0	2	Public Service		0	2
MVA no Injuries			1	28	Natural Gas or LPG Leak		0	1
Trench/below-grade rescue			1	1				
Lock-out			1	11	Power Line Down		0	4
Assist Invalid			4	56	Assist Invalid		2	16
Power Line Down			1	9	Unauthorized Burning		0	19
Unauthorized Burn			0	17	Dispatch & Cancelled Enroute		2	19
Good Intent			0	6	HazMat Invest - No HazMat		0	2
Dispatched/Cancelled			2	29	Smoke Det No Fire - Unintended		0	4
No Incident on Arrival			0	2	Fire Det No Fire - Unintended		0	1
Authorized Controlled Burn			0	2	CO Detector Activation - No CO		0	2
HazMat Invest - No HazMat			0	3	TOTAL COUNTY		24	320
Gas leak (natural gas or LPG)			1	1				
Oil or Other Combustable liquid spill			0	9				
Wind Storm/Tornado Assesment			0	5				
Smoke from barbecue/tar kettle			1	1				
Smoke Scare/Odor of Smoke			0	8				
Detector Activation, no fire-unintentional			1	1				
Fire Alarm Activation/Unintentional			0	9				
Water Leak			0	1				
Mutual Aid Given			12	133				
TOTAL CITY			97	876	TOTAL INCIDENTS		121	1196
MUTUAL & AUTO AID RECEIVED				RESPONSE TIMES	SEPTEMBER	AUGUST		
	SEPTEMBER	YTD		JOSHUA	6:20	6:45		
MA RECEIVED	8	48		COUNTY	9:55	10:45		
AA RECEIVED	8	56						
STAFFING	SEPTEMBER	YTD			SEPTEMBER	YTD		
INADEQUATE	0	0		NO-RESP 2nd CALL	0	23		
MISSED CALLS	0	0						

City of Joshua
Municipal Court Council Report
From 9/1/2022 to 9/30/2022

10/3/2022 8:11

Item 3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
133	1	11	0	7	152

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$8,344.75	\$5,875.94	\$11,528.06	\$441.77	\$513.78	\$26,704.30

Warrants

Issued	Served	Closed	Total
0	0	11	11

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
89	0	41	8	26	164

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
61	0	61	122

City of Joshua
Parks & Recreation
Status Report
For the month of September 2022

City of Joshua
Parks & Recreation
Status Report
For the month of September 2022

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs	Activity	Total
Mowing	50	30	30	6	Mowing	116
Weed Eating, Edging, Blowing	30	20	10	10	Weed Eating, Edging, Blowing	70
Hedge & Tree Trimming			6		Hedge & Tree Trimming	6
Flower Beds/Landscaping	10				Flower Beds/Landscaping	10
Fertilizing/Over Seeding		15			Fertilizing/Over Seeding	15
Irrigation					Irrigation	
Trash Removal	70		30		Trash Removal	100
Field Maintenance	Field One	Field Two	Field Three		Field Mowing	45
Mowing	15	15	15		Field Weed Eating	30
Weed Eating	10	10	10		Infield Edging	60
Infield Edging	20	20	20		Striping	12
Striping	4	4	4		Infield Draging	60
Infield Draging	20	20	20		Infield Repair	20
Infield Repair	10	5	5		Fertilizing/Over Seeding	20
Fertilizing/Over Seeding	20				Infield Watering	
Infield Watering					Trash Removal	15
Trash Removal	5	5	5		Custodail Duties	91
Building Maintenance	City Park	Baseball Complex	City Facilities		General Repairs	40
Custodail Duties	70	5	16		Toddler Playground	
General Repairs	20	20			Equipment Maintenance	
Toddler Playground					Special Events	5
Equipment Maintenance					Remodeling	
Special Events			5		Total Man Hours	715
Remodeling						

New Businesses Report September 2022

New Businesses (Certificate of Occupancy Issued)	Address
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Kelly's Daiquiris & More	336 N. Broadway
Premier Commercial Collision	619 N. Broadway
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address
Al's Crossroads	420 N. Broadway Street

Building Inspection Report

September 2022

September	2022	2021	YTD 2022	YTD 2021
Building	95	77	589	602
Electrical	57	52	381	428
Plumbing	62	33	302	343
Mechanical	25	28	120	181
Re-Inspections	35	6	258	62
Certificate of Occupancy	1	3	22	15
Certificate of Occupancy Re-Inspection	0	0	7	0
Total # of Inspections	275	199	1679	1631
Plan Review	20	11	135	170

Building Permit Report

September 2022

September	2022	2021	YTD 2022	YTD 2021
Building	42	39	230	317
Electrical	17	14	160	153
Plumbing	28	13	132	144
Mechanical	6	9	74	111
Permanent Sign	0	2	13	13
Temporary Sign	1	2	15	15
Certificate of Occupancy	2	5	22	17
Swimming Pool	1	2	16	23
Sprinkler System	3	6	53	92
Solicitor	0	0	3	0
Contractor Registration	30	11	192	152
MHP Registration	0	0	1	3
Total # of Permits	130	93	911	1040

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UTILITY BILLING

Council Report
Billing Period 9/1/2022 - 9/30/2022

Utility Bills Disbursed	Count	Amount
Active	1900	\$33,896.00
Backdated Move In Date	49	\$856.32
First Bill	14	\$194.39
Final Bill	17	\$41.04
First Bill, Backdated Move In Date	1	\$19.01
Total	1981	\$35,006.76

Payments Received	Count	Amount
AchDraft	103	\$2,086.12
CreditCard	782	\$24,703.60
Cash	44	\$1,563.40
Check	599	\$12,399.57
MoneyOrder	2	\$35.68
Change	4	(\$79.84)
Other	4	\$71.36
Total	1538	\$40,779.89

Service Orders Completed	Count
Total	0

Service Categories	Count	Amount
Garbage/Recycling	3960	\$29,473.22
General	3960	\$2,943.40
Total	0	\$32,416.62

Public Works Monthly Team Status Report

For The Month Of September 2022

Completed Items

Date Received	Work Order	Finish Date	Notes
9/1/2022	Cooper Ln	9/13/2022	Place traffic counter and gather data
9/1/2022	Service Center	9/2/2022	Clean office and pm equipment
9/6/2022	Veatch and 12th St	9/6/2022	Recondition drainage swale
9/7/2022	W Buffalo trl	9/7/2022	Recondition drainage swale
9/8/2022	City Wide	9/16/2022	Repair city streets with Duramaxx
9/8/2022	Stadium 100 Blk	9/8/2022	Level-up water line excavation with asphalt
9/9/2022	Clubhouse Dr	9/9/2022	Install flowable fill for rip-rap at bridge
9/12/2022	Joshua Station Blvd	9/13/2022	Mow city properties
9/14/2022	Greenbriar	9/15/2022	Add rip-rap and flowable fill
9/14/2022	Cooper Detention area	9/14/2022	Install rip-rap and fabric to storm water slope
9/16/2022	Clubhouse Dr	9/19/2022	Install irrigation line sleeve and rip-rap
9/20/2022	Lake Front Dr	9/20/2022	Excavate and repair street with asphalt
9/21/2022	City Wide	9/27/2022	Crack seal A-C rated streets
9/22/2022	City Wide	9/29/2022	Mow city ROW
9/27/2022	Country Club Dr	9/27/2022	Replace traffic signs
9/28/2022	Lonestar Dr	9/28/2022	Replace speed limit sign
9/29/2022	Little brook Dr	9/29/2022	Asphalt repair JCSUD
9/29/2022	Baker Ln	9/29/2022	Level-up potholes with asphalt
9/30/2022	E 4th St	9/30/2022	Install speed hump and warning signs

In Progress

Year Round	City Wide		Reconditioning drainage easements
Year Round	City Wide		Street sign repairs
Year Round	City Wide		Asphalt street repairs
Year Round	City Wide		Repair potholes with Duramaxx
Year Round	City Wide		Set out traffic counter and gather data
Year Round	Development		SW3P Inspections

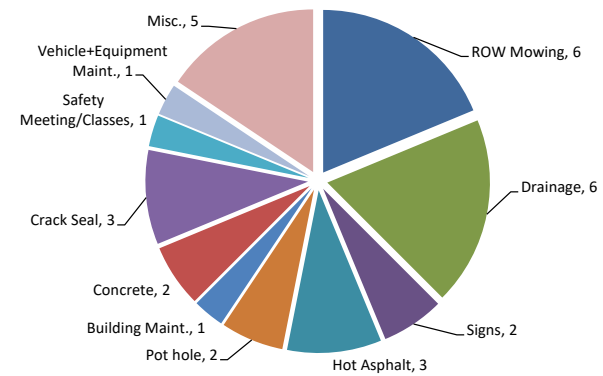
Assigned But Not Yet Started

City of Joshua
Public Works Monthly Activity Report
For the Month of September 2022

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Row Mowing												1	1									1	1				1	1				6
ROW Trimming																																0
Drainage						1	1							2		1			1													6
Signs																										1	1					2
Hot Asphalt								1												2												3
Pot hole								1								1																2
Building Maint.		1																														1
Concrete										1					1																	2
Emergency Services																																0
Crack Seal																				1						1	1					3
Safety Meeting							1																									1
Supporting other Dept.																																0
Vehicle+Equipment Maint.	1																															1
Misc.	1								1							1										1	1					5

Chart reflects one per daily occurrence

ROW Mowing	6
ROW Trimming	0
Drainage	6
Signs	2
Hot Asphalt	3
Pot hole	2
Building Maint.	1
Concrete	2
Emergency Services	0
Crack Seal	3
Safety Meeting/Classes	1
Supporting other Dept.	0
Vehicle+Equipment Maint.	1
Misc.	5





City Secretary's Office

Monthly Report

September 2022

The City Secretary, or Municipal Clerk, is the oldest public servant role in recorded history. The earliest Clerks appeared around 5,000 B.C. with the invention of writing. Biblical reference to the Town Clerk is found in the Book of Acts chapter 19, verse 35. In ancient Greece, the Town Clerk read official documents publicly at the opening of each meeting and pronounced a curse upon anyone who sought to deceive the people. Although City Secretaries no longer pronounce curses at meetings (well, most of us don't), we are still the Keepers of the Archives as we record, maintain, and safeguard the history of our City government. Every city in Texas is required to have a City Secretary as soon as it is formed. Although the duties are different for every city, there are core duties that all City Secretaries perform, some of which are required by the Texas Local Government Code. These duties include administering elections, managing records, coordinating public information requests, preparing agendas, recording minutes, facilitating City Council meetings, swearing-in municipal officers, and codifying ordinances approved by City Council.

Agenda Summary:

City Council Meeting Agenda Summary Items: prepared, certified, published, and processed.

The Mayor and City Council approved the following items during the August 2022 and they were processed immediately following the meeting:

- August 18, 2022 Meeting Minutes
- Interlocal Cooperation Agreements with Johnson County for the housing of City of Joshua Class "C" Misdemeanor Offenses
- Amendments to the Johnson County Communications System Agreement
- Ordinance authorizing the issuance of Tax Notes, Series 2022A
- Ordinance approving the annual Budget for fiscal year beginning October 1, 2022 and ending September 30, 2023
- Ordinance adopting the City of Joshua 2022 Property Tax Rate
- Ordinance annexing 0.935 acres of land situated in the Thomas W. Baird Survey
- Development Agreement between the City of Joshua and Joshua Development Company
- Resolution approving the submission of the grant application for the Bullet-Resistant Shields for Active Shooter Responses
- Johnson County ESD Contract for Fire and Emergency Services
- Resolution casting votes for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election
- Resolution creating a Charter Review Commission
- Johnson County Threat Protocol
- Annual Board Appointments
- Authorize requests for proposals for administrative services and requests for qualifications for the 2023-24 Texas Community Development Block Grant Program

City Secretary attended the following meetings:

September 6, 2022	Planning & Zoning Commission
September 8, 2022	NTMCA Meeting
September 12, 2022	Type A EDC Meeting
September 12, 2022	Type B EDC Meeting
September 15, 2022	City Council Meeting
September 28, 2022	YMCA Board Meeting

Meeting Minutes prepared and approved:

- City Council – August 18, 2022
- Animal Control-August 03, 2021
- EDC Type A – August 08, 2022
- EDC Type B - August 08, 2022
- Planning & Zoning - August 01, 2022

Special Projects

Website Update- The City Secretary is working with a team of employees on designing the new website. The goal is to be completed and on-line shortly. The home page is completed and now working on department pages.

Development Agreements- City Secretary is currently working on another round of development agreements. They will be presented to city council in October 2022 and more in November 2022.

In December, the City Secretary's Office will begin renewing the 2018 agreements.

Other Projects being worked on:

- Christmas Party
- Annual Records Destruction
- Boo Bash
- Veterans Luncheon
- Chamber/City Christmas Event
- Board Training
- TABC Annual Renewals
- School Tour of city hall

Alcoholic Beverage Permits Annual permits issued for 2022:

- 1001 Joshua Station Brookshires
- 309 E. 12th St Family Dollar Store
- 1003 Country Club Mountain Valley Country Club
- 525 S. Broadway Napoli Pasta
- 336 N. Broadway K & S Bar-B-Q
- 100 S. Broadway Valero
- 321 N. Broadway Dollar General Store
- 103 S. Broadway 7-Eleven
- 420 N. Broadway Joshua Food Mart
- 101 N. Main St. Hickory Tree
- 401 N. Broadway Joshua Food Mart
- 500 S. Broadway Quick Mart
- 107 N. Main St. A Three Rivers Coffee Co.
- 107 N. Main St. B The Brick House Grill

Census Monthly Reporting

Report of Building Permits for new residential structures –

There were three (3) new single-family homes with the total valuation of \$1,590,000

Code of Ordinance

The Code of Ordinance Vault is updated as scheduled, and Supplement No. 17 has been uploaded to the website. All ordinances as of September 15, 2022 have been codified.

Liens

The list below are active liens held by the City of Joshua as of the end of September 2022.

CITY OF JOSHUA		
OUTSTANDING PROPERTY LIENS		
AS OF		
9/30/2022		
Property Address	Original Date of Lien	Total (w/o Interest)
Bentley, 203	12/11/2017	\$ 192.56
Broadway, 1525 S.	10/8/2014	\$ 18,550.00
Caddo Road (126.0827.00730)	1/20/2017	\$ 407.74
Caddo Road (126.0827.01990)	8/1/2018	\$ 934.50
Conveyor, 115	6/10/2013	\$ 175.75
CR 909, 801	10/14/2016	\$ 632.74
CR 913 (126.827.00740)	1/20/2017	\$ 232.74
Lakeview Dr. (126.3505.00360)	11/21/2016	\$ 282.74
Main, 200 N.	7/26/2016	\$ 192.74
Stadium Dr (126.0636.01640)	1/20/2017	\$ 682.74
Yvonne Dr, 1004	8/1/2018	\$ 482.79
4th Street, 523	2/12/2013	\$ 275.75
6th Street (126.0029.03440)	10/14/2016	\$ 232.74
6th Street & Santa Fe	10/14/2016	\$ 337.74
TOTAL OUTSTANDING PROPERTY LIENS		\$ 23,613.27

Public Information Request

Below are the Public Information Request for the month of September.

Requested Date	Requestor	Documents	Date Released	AG Letter	Cost/Electronic	Notes
9/1/2022	James Kevin Higgins	Police Report		9/15/2022		
9/1/2022	Theresa Dick	PD Cite & Release Documents	9/14/2022	NA		No Document
9/1/2022	Carol Ann Lee	Police Report	9/15/2022	NA		No Document
9/6/2022	LexisNexis	Police Report	9/6/2022	NA		Unable to Locate
9/6/2022	LexisNexis	Police Report	9/6/2022	NA		No Report Written
9/6/2022	LexisNexis	Police Report	9/6/2022	NA		No Report Written
9/9/2022	Amanda Caywood	Multiple Reports	9/14/2022	NA		No Document
9/13/2022	LeAnne Marziale	Reports for Heritage II		NA		Clarification Letter Sent 9/14/2022
9/17/2022	Emily Perez			NA		Clarification Letter Sent 10/3/2022
9/19/2022	Janine Rugas	Permit Report for 1 yr	9/19/2022	NA		Emailed
9/19/2022	Kevin Kamena	Police Report	9/26/2022	NA		Emailed
9/19/2022	Benjamin Ford	Police Report	9/26/2022	NA		No Report Written
9/21/2022	Chris Parrott	Permit Report	9/22/2022	NA		Emailed
9/12/2022	Maria Cruz	Police Report	9/29/2022	NA	\$6.00	Available for pick up/LM 9-29-22
9/23/2022	James Pore	Awarded firms for the design	10/3/2022	NA		Sent link to minutes w/info
9/23/2022	Amanda Caywood	Police Report	10/12/2022	NA		Clarification sent event page
9/27/2022	Jessica Swiney	Event # 2022201990	10/4/2022	NA		Emailed
9/27/2022	Sherri Kirschbaum	Police Report	10/3/2022	NA		No Document

Training / Certifications

City Secretary currently holds the following certifications:

- Texas Municipal Clerk Association: Texas Registered Municipal Clerk
- International Institute of Municipal Clerk: Certified Municipal Clerk
- International Institute of Municipal Clerk: Master Municipal Clerk
- International Institute of Municipal Clerk: Athenian Leadership Fellow
- University of North Texas: Paralegal

The recertification program (every five years) for the TMCA requires the City Secretary to maintain continuous membership throughout the recertification process, attend several seminars hosted by TMCCP and accumulate a minimum of 60 points of educational training.

The next seminar (budgeted item) will be in October 2022. This is a mandatory seminar to re-certify in January 2023.

City Secretary Board Memberships

1. President of the North Texas Municipal Clerks Association
2. Texas Municipal Clerks Association
3. YMCA Board and Fundraiser Committee Leader
4. International Municipal Clerks Association

Election

Johnson County- General Election Day – November 8, 2022

City of Joshua- Uniform Election Day- May 6, 2023, for the following places:

- Place 2
- Place 5

Texas Constitutional Amendment election- November 7, 2023