



AGENDA
TYPE A ECONOMIC DEVELOPMENT CORPORATION BOARD
COUNCIL CHAMBERS
JULY 08, 2024
6:00 PM

The Joshua Type A Economic Development Corporation will hold a Regular Meeting in the City Hall Council Chambers, located at 101 S. Main St., Joshua, Texas, on July 08, 2024. This meeting is subject to the open meeting laws of the State of Texas.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/89249121951?pwd=HCnCy20fBCaCBFGrWb3pwwfNJOfbG9.1>

Meeting ID: 8924912 1951 Passcode: 127362

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. CITIZENS FORUM

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

C. REGULAR AGENDA

1. Review and discuss questions related to the budget report and financial statement for June 2024.
2. Discuss, consider, and possible action on the June 10, 2024, meeting minutes.
3. Discuss, consider, and possible action on approving a contract with Placer.ai for the collection of geolocations from mobile devices.
4. Monthly (June) Economic Development Update.

- D.** The Type A Economic Development Corporation reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551.071 for private consultation with the attorney for the City.

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

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

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

F. ADJOURN

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

CERTIFICATE:

I hereby certify that the above agenda was posted on the 3rd day of July 2024, by 5:00 p.m. on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway, TRMC, MMC
City Secretary

City of Joshua
Financial Statement
As of June 30, 2024

7/2/2024 2 Item 1.

200 - 4A Economic Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Tax Revenue	55,663.46	58,310.00	(2,646.54)	518,448.14	700,000.00	74.06%	181,551.86
Investment Earnings	6,719.50	5,951.71	767.79	60,240.71	50,000.00	120.48%	(10,240.71)
Revenue Totals	<u>62,382.96</u>	<u>64,261.71</u>	<u>(1,878.75)</u>	<u>578,688.85</u>	<u>750,000.00</u>	<u>77.16%</u>	<u>171,311.15</u>
Expense Summary							
Personnel	539.99	958.18	(418.19)	11,937.24	11,500.00	103.80%	(437.24)
Supplies	0.00	41.67	(41.67)	68.00	500.00	13.60%	432.00
Debt Service	0.00	9,367.67	(9,367.67)	220,766.60	252,819.00	87.32%	32,052.40
Special Events	0.00	1,250.00	(1,250.00)	350.00	15,000.00	2.33%	14,650.00
Miscellaneous	36,596.66	41,370.12	(4,773.46)	56,741.65	496,500.00	11.43%	439,758.35
Economic Development	57.99	3,582.50	(3,524.51)	6,934.87	43,000.00	16.13%	36,065.13
Joshua Station Development	1,367.74	8,692.05	(7,324.31)	123,816.86	104,315.00	118.70%	(19,501.86)
Transfers Out	0.00	25,057.20	(25,057.20)	0.00	125,286.00	0.00%	125,286.00
Expense Totals	<u>38,562.38</u>	<u>90,319.39</u>	<u>(51,757.01)</u>	<u>420,615.22</u>	<u>1,048,920.00</u>	<u>40.10%</u>	<u>628,304.78</u>

City of Joshua
Financial Statement
As of June 30, 2024

7/2/2024 2 Item 1.

200 - 4A Economic Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Tax Revenue							
200-4003 Sales Tax	55,663.46	58,310.00	(2,646.54)	518,448.14	700,000.00	74.06%	181,551.86
Tax Revenue Totals	55,663.46	58,310.00	(2,646.54)	518,448.14	700,000.00	74.06%	181,551.86
Investment Earnings							
200-4600 Interest Income	6,719.50	5,951.71	767.79	60,240.71	50,000.00	120.48%	(10,240.71)
Investment Earnings Totals	6,719.50	5,951.71	767.79	60,240.71	50,000.00	120.48%	(10,240.71)
Revenue Totals	62,382.96	64,261.71	(1,878.75)	578,688.85	750,000.00	77.16%	171,311.15

City of Joshua
Financial Statement
As of June 30, 2024

7/2/2024 2:13:

Item 1.

200 - 4A Economic Development Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	9,367.67	(9,367.67)	220,766.60	252,819.00	87.32%	32,052.40
Economic Development	57.99	3,582.50	(3,524.51)	6,934.87	43,000.00	16.13%	36,065.13
Joshua Station Development	1,367.74	8,692.05	(7,324.31)	123,816.86	104,315.00	118.70%	(19,501.86)
Miscellaneous	36,596.66	41,370.12	(4,773.46)	56,741.65	496,500.00	11.43%	439,758.35
Personnel	539.99	958.18	(418.19)	11,937.24	11,500.00	103.80%	(437.24)
Special Events	0.00	1,250.00	(1,250.00)	350.00	15,000.00	2.33%	14,650.00
Supplies	0.00	41.67	(41.67)	68.00	500.00	13.60%	432.00
Non-Departmental Totals	<u>38,562.38</u>	<u>65,262.19</u>	<u>(26,699.81)</u>	<u>420,615.22</u>	<u>923,634.00</u>	<u>45.54%</u>	<u>503,018.78</u>
200 - 4A Economic Development General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Transfers Out	<u>0.00</u>	<u>25,057.20</u>	<u>(25,057.20)</u>	<u>0.00</u>	<u>125,286.00</u>	<u>0.00%</u>	<u>125,286.00</u>
General Non-Departmental Totals	<u>0.00</u>	<u>25,057.20</u>	<u>(25,057.20)</u>	<u>0.00</u>	<u>125,286.00</u>	<u>0.00%</u>	<u>125,286.00</u>
Expense Total	<u>38,562.38</u>	<u>90,319.39</u>	<u>(51,757.01)</u>	<u>420,615.22</u>	<u>1,048,920.00</u>	<u>40.10%</u>	<u>628,304.78</u>

City of Joshua
Financial Statement
As of June 30, 2024

7/2/2024 2: Item 1.

200 - 4A Economic Development Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
200-00-5150 Training/Travel	450.00	583.33	(133.33)	7,975.32	7,000.00	113.93%	(975.32)
200-00-5160 Dues/Memberships	89.99	374.85	(284.86)	3,961.92	4,500.00	88.04%	538.08
200-00-5213 Uniforms	0.00	41.67	(41.67)	68.00	500.00	13.60%	432.00
200-00-5574 2018 Revenue Bonds -	0.00	0.00	0.00	33,354.00	65,407.00	50.99%	32,053.00
200-00-5574 2018 Revenue Bonds -	0.00	0.00	0.00	75,000.00	75,000.00	100.00%	0.00
200-00-5580 Series 2022 Note - Interest	0.00	3,492.75	(3,492.75)	70,499.44	70,499.00	100.00%	(0.44)
200-00-5580 Series 2022 Note - Principal	0.00	5,874.92	(5,874.92)	41,913.16	41,913.00	100.00%	(0.16)
200-00-5800 Community Events	0.00	1,250.00	(1,250.00)	350.00	15,000.00	2.33%	14,650.00
200-00-5840 380 Agreement Expenses	36,395.00	833.00	35,562.00	42,757.01	10,000.00	427.57%	(32,757.01)
200-00-5853 Joshua Area Chamber Of	0.00	1,500.00	(1,500.00)	4,500.00	18,000.00	25.00%	13,500.00
200-00-5860 Station 1-7-4	0.00	5,276.25	(5,276.25)	113,706.75	63,315.00	179.59%	(50,391.75)
200-00-5860 Joshua Station Utilities	1,367.74	2,165.80	(798.06)	10,110.11	26,000.00	38.89%	15,889.89
200-00-5860 Joshua Station Development	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
200-00-5880 Facade Grant Funding	0.00	7,913.50	(7,913.50)	10,000.00	95,000.00	10.53%	85,000.00
200-00-5909 Miscellaneous Expense	50.94	124.95	(74.01)	410.63	1,500.00	27.38%	1,089.37
200-00-5920 Downtown Infrastructure	0.00	29,166.67	(29,166.67)	0.00	350,000.00	0.00%	350,000.00
200-00-5930 Advertising	150.72	3,332.00	(3,181.28)	3,574.01	40,000.00	8.94%	36,425.99
200-00-5955 Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5955 Type A Administrative	57.99	2,082.50	(2,024.51)	2,434.87	25,000.00	9.74%	22,565.13
Non-Departmental Totals	38,562.38	65,262.19	(26,699.81)	420,615.22	923,634.00	45.54%	503,018.78

City of Joshua
Financial Statement
As of June 30, 2024

200 - 4A Economic Development General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
200-02-5975 Transfer To General Fund	0.00	25,057.20	(25,057.20)	0.00	125,286.00	0.00%	125,286.00
General Non-Departmental Totals	0.00	25,057.20	(25,057.20)	0.00	125,286.00	0.00%	125,286.00
Expense Totals	38,562.38	90,319.39	(51,757.01)	420,615.22	1,048,920.00	40.10%	628,304.78



MINUTES
TYPE A ECONOMIC DEVELOPMENT CORPORATION BOARD
COUNCIL CHAMBERS
JUNE 10, 2024
6:00 PM

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/82111206548?pwd=EuBKEPSqHbizMQbazbwzWas9LmN58f.1>

Meeting ID: 82111206548 Passcode: 188631

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Director Childers announced a quorum and called the meeting to order at 6:00 pm.

B. CITIZENS FORUM

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

NA

C. REGULAR AGENDA

1. Review and discuss questions related to the budget report and financial statement for May 2024.

EDC Director Martin stated the fund balance was over two million dollars. In addition, she stated that the Taco Bell reimbursement was less than originally thought and one other payment will be paid soon.

2. Discuss, consider, and possible action on the May 13, 2024, meeting minutes.

Motion made by Director Waldrip to approve the meeting minutes. Seconded by Director Henderson. Voting Yea: Director Morgan, Director Waldrip, Director Childers, Director Henderson, Alternate 2 Walden

3. Economic Development Monthly (May) Update.

EDC Director Martin gave the following update:

- Taco Bell is moving swiftly and is currently going through a final review now.

- Whataburger has approved the year 2025 to pull permits.
- Working on a project of another with another franchise on a 1-acre lot.
- An architect is working on the museum property, but not sure if it will go through.

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

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

NA

E. ADJOURN

Director Childers adjourned the meeting at 6:10 pm.

Approved: July 08, 2024

Shelly Anderson, President

ATTEST:

Alice Holloway, City Secretary



**Type A Agenda
July 8, 2024**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on the approval of contract services with Placer.ai.

Background Information:

Placer.ai is a platform that leverages location data and analytics to provide insights into consumer behavior. It tracks and analyzes foot traffic patterns, helping businesses and real estate professionals make data-driven decisions. By examining trends in visitation, dwell times, and demographic profiles of visitors to various locations, Placer.ai offers valuable market intelligence for optimizing business strategies, understanding market dynamics, and predicting future trends.

Financial Information:

\$14,000 Annual Payment

City Contact and Recommendations:

Molly Martin – Director, Economic Development

Attachments:

Contract



PLACER LABS, INC.

ORDER FORM

City of Joshua, Texas	(“Customer”)	Placer Labs, Inc.	(“Placer”)
Address:	101 South Main St Joshua, TX 76058	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	Molly Martin	Contact Person	Reed Tobin
Email:	mmartin@cityofjoshuatx.us	Billing Contact Person:	Jason Tsui
Phone:	817-558-7447	Billing Email*:	billing@placer.ai
Billing Contact Email:	mmartin@cityofjoshuatx.us	Billing Phone*:	415-228-2444 ext 806

*Not for use for official notices.

1. Services.

The services provided under this Order Form (the “**Services**”) include:

- Chain Report Expanded which displays chain-level demographic and psychographic data.
- Access, via Placer Venue Analytics Platform (“**Placer’s Platform**”), to all major venues within the United States
- Customer may not provide access to any third party agents acting on its behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form
- Access, via Placer’s Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers’ demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Access to STI Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as “**Placer Data**”. Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

\$14,000/year invoiced: in full upon signing this Order Form.

Invoice sent electronically to Customer’s billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form. Customer agrees that if any event occurs that will result in a material increase in Customer’s usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer’s Annual Fee accordingly. If such event consists of Customer’s merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer’s net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

In the event of any termination, Customer will pay in full for the Services.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Texas state (“Public Records Laws”), that all obligations imposed by this Agreement are subordinate to Customer’s obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning “Customer shall defend, indemnify and hold Placer harmless...”, is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: “This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions.”

Promotional Use. Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict

between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

City of Joshua, Texas
By:
Name:
Title:
Date:

“Placer”

Placer Labs, Inc.
By:
Name:
Title:
Date: