



**AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
JULY 21, 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. 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/84601999853?pwd=R2MyZlFIMUc5Nm5rMy80YXZFOUY4dz09>

Meeting ID: 846 0199 9853 Passcode: 005775 or dial 1-346-248-7799

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

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 June 2022. (Staff Resource: M. Peacock)
2. Discussion on the proposed Policy for a Façade Improvement Grant funded by Type A EDC and ARPA funds. (Staff Resource: M. Peacock)

E. 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.

F. CONSENT AGENDA

1. Discuss, consider, and possible action on the meeting minutes of June 16, 2022.
2. Discuss, consider, and possible action on a resolution designating Mike Kidd as a signatory for the City of Joshua Financial Accounts.
3. Discuss, consider, and possible action on ratifying the IT Contract with TodoVerde.
4. Discuss, consider, and possible action on an interlocal agreement with JCSUD for water utilities facilities relocation and maintenance regarding Joshua Meadows PH3C.
5. Discuss, consider, and possible action on authorizing EDC Type B to contract with GrantWorks to update the Park Masterplan in the amount of \$8,750.

G. REGULAR AGENDA

1. Public hearing regarding changing the current trash service to automated with the extension of the current contract. (Staff Resource: A. Bransom)
2. Discuss, consider, and give direction regarding the possibility of modifying and extending the current service contract with Waste Connections. (Staff Resource: A. Bransom)
3. Public hearing on a request for a zoning change regarding approximately 1.4255 acre of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located in the 1000 Block of South Broadway, to change from (JSOD) Joshua Station Overlay District to the (PD) Planned Development District to allow for a restaurant and retail development. (Staff Resource: A. Maldonado)

Staff Presentation

Owner's Presentation

Those in Favor

Those Against

Owner's Rebuttal

4. Discuss, consider, and possible action on a Ordinance approving a request for a zoning change regarding approximately 1.4255 acre of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located in the 1000 Block of South Broadway, to change from (JSOD) Joshua Station Overlay District to the (PD) Planned Development District to allow for a restaurant and retail development.
5. Discuss, consider, and possible action on a Development Agreement between the City of Joshua and SRE Joshua Dev, LLC relative to the residential subdivision development of Mockingbird Hills Addition Phase 2; and authorize the City Manager to sign the agreement.
6. Discuss, consider, and possible action on approving a Pre-Construction Service Agreement with JE Dunn for the construction design, estimate, and establish costs for new City Hall and Police Facility. (Staff Resource: M. Peacock)

- [7.](#) Discuss, consider, and possible action on an agreement with Randall Scott Architects for conceptual design of a Municipal Complex. (Staff Resource: M. Peacock)
- [8.](#) Discuss, consider, and possible action on an agreement between Cooksey Communications and the City of Joshua for strategic communications and public engagement services.
9. Discuss, consider, and possible action on a request for assistance to the Joshua Area Chamber regarding revenue loss during COVID.
10. Discuss, consider, and possible action on appointing board members. (Staff Resource: A. Holloway)

H. STAFF REPORT- June 2022

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

I. 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 private/public partnerships and all matters incident and related thereto.
 2. Pursuant to Section 551.071, consultation with the City Attorney regarding anticipated litigation regarding substandard structure.

J. 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.

K. 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.

L. 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 July 15, 2022, by 12:00 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 June 30, 2022

7/5/2022 10:10 AM **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	133,403.38	105,720.26	27,683.12	3,778,950.97	4,294,980.00	87.99%	516,029.03
Charges for Services	45,630.86	42,649.77	2,981.09	397,627.13	512,000.00	77.66%	114,372.87
Licenses, Permits & Fees	99,404.78	78,767.64	20,637.14	831,478.89	914,815.00	90.89%	83,336.11
Grants & Contributions	523.00	395.23	127.77	5,187.84	3,600.00	144.11%	(1,587.84)
Intergovernmental Revenues	0.00	13,860.34	(13,860.34)	108,436.23	166,370.00	65.18%	57,933.77
Investment Earnings	21.83	249.90	(228.07)	107.67	3,000.00	3.59%	2,892.33
Miscellaneous	58,770.34	4,165.00	54,605.34	209,389.31	50,000.00	418.78%	(159,389.31)
Transfers In	0.00	125,133.33	(125,133.33)	4,172.70	782,200.00	0.53%	778,027.30
Revenue Totals	<u>337,754.19</u>	<u>370,941.47</u>	<u>(33,187.28)</u>	<u>5,335,350.74</u>	<u>6,726,965.00</u>	<u>79.31%</u>	<u>1,391,614.26</u>
Expense Summary							
Contract & Professional Services	81,212.98	70,584.24	10,628.74	690,249.90	1,052,635.00	65.57%	362,385.10
Utilities	15,177.12	34,118.75	(18,941.63)	123,501.56	249,490.00	49.50%	125,988.44
Community Events	0.00	14,214.29	(14,214.29)	18,492.09	37,000.00	49.98%	18,507.91
Miscellaneous	10,149.93	25,028.27	(14,878.34)	304,564.71	311,869.00	97.66%	7,304.29
Personnel	252,180.00	311,064.88	(58,884.88)	2,597,384.01	3,856,875.00	67.34%	1,259,490.99
Debt Service	10,468.72	14,334.16	(3,865.44)	120,882.75	144,810.00	83.48%	23,927.25
Supplies	335,687.48	96,901.63	238,785.85	653,884.39	984,620.00	66.41%	330,735.61
Repair & Maintenance	50,428.67	44,280.27	6,148.40	292,535.38	476,155.00	61.44%	183,619.62
Capital Outlay	7,798.00	3,407.54	4,390.46	170,203.40	161,185.00	105.60%	(9,018.40)
Expense Totals	<u>763,102.90</u>	<u>613,934.03</u>	<u>149,168.87</u>	<u>4,971,698.19</u>	<u>7,274,639.00</u>	<u>68.34%</u>	<u>2,302,940.81</u>

City of Joshua
Financial Statement
As of June 30, 2022

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Item 1.

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	15,896.26	16,097.64	(201.38)	2,613,121.79	2,874,580.00	90.90%	261,458.21
100-4001 GF Property Tax Penalty	1,194.08	916.30	277.78	11,232.53	11,000.00	102.11%	(232.53)
100-4002 GF Prop Tax Interest Income	789.97	625.00	164.97	4,788.40	7,500.00	63.85%	2,711.60
100-4003 City Sales Taxes	110,948.95	83,300.00	27,648.95	946,074.17	1,000,000.00	94.61%	53,925.83
100-4005 Mixed Beverage Tax	1,149.92	866.32	283.60	8,184.48	10,400.00	78.70%	2,215.52
100-4006 Franchise Taxes	3,424.20	3,915.00	(490.80)	195,549.60	391,500.00	49.95%	195,950.40
Tax Revenue Totals	133,403.38	105,720.26	27,683.12	3,778,950.97	4,294,980.00	87.99%	516,029.03
Charges for Services							
100-4008 ESD Contract Fee	13,000.00	12,994.80	5.20	117,000.00	156,000.00	75.00%	39,000.00
100-4008 ESD Pers Stipend	520.00	0.00	520.00	1,560.00	0.00	0.00%	(1,560.00)
100-4008 ESD Fuel Stipend	1,040.00	0.00	1,040.00	3,120.00	0.00	0.00%	(3,120.00)
100-4008 ESD Incentive	1,356.84	416.67	940.17	12,211.56	5,000.00	244.23%	(7,211.56)
100-4102 Rabies Vouchers	260.00	83.30	176.70	1,309.50	1,000.00	130.95%	(309.50)
100-4108 Trash Collection Service Charges	29,454.02	29,155.00	299.02	262,426.07	350,000.00	74.98%	87,573.93
Charges for Services Totals	45,630.86	42,649.77	2,981.09	397,627.13	512,000.00	77.66%	114,372.87
Licenses, Permits & Fees							
100-4100 Permits/Fees	57,805.80	54,145.00	3,660.80	451,528.66	650,000.00	69.47%	198,471.34
100-4101 Fines/Court Fees	10,695.37	22,555.36	(11,859.99)	158,212.59	210,000.00	75.34%	51,787.41
100-4105 Gas Well Fees	26,600.00	0.00	26,600.00	26,600.00	30,000.00	88.67%	3,400.00
100-4106 Development	2,529.50	0.00	2,529.50	175,181.45	0.00	0.00%	(175,181.45)
100-4109 Utility Penalties	0.00	466.48	(466.48)	0.00	5,600.00	0.00%	5,600.00
100-4110 Utility Admin Fee	1,176.22	1,100.80	75.42	10,470.81	13,215.00	79.23%	2,744.19
100-4115 Local Truancy and Prevention	439.13	500.00	(60.87)	7,648.13	6,000.00	127.47%	(1,648.13)
100-4116 Municipal Jury Fund	8.76	0.00	8.76	152.83	0.00	0.00%	(152.83)

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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	150.00	0.00	150.00	1,684.42	0.00	0.00%	(1,684.42)
Licenses, Permits & Fees Totals	99,404.78	78,767.64	20,637.14	831,478.89	914,815.00	90.89%	83,336.11
Grants & Contributions							
100-4200 Fire Department Donations	0.00	41.67	(41.67)	500.00	500.00	100.00%	0.00
100-4201 Animal Shelter Donations	223.00	270.24	(47.24)	2,887.84	2,100.00	137.52%	(787.84)
100-4202 Police Department Donations	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-4203 General Fund Donations	300.00	41.65	258.35	1,800.00	500.00	360.00%	(1,300.00)
Grants & Contributions Totals	523.00	395.23	127.77	5,187.84	3,600.00	144.11%	(1,587.84)
Intergovernmental Revenues							
100-4401 Fire Department Grants	0.00	9,568.67	(9,568.67)	105,298.84	114,870.00	91.67%	9,571.16
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	0.00	4,166.67	(4,166.67)	1,983.54	50,000.00	3.97%	48,016.46
Intergovernmental Revenues Totals	0.00	13,860.34	(13,860.34)	108,436.23	166,370.00	65.18%	57,933.77
Investment Earnings							
100-4600 Interest Income	21.83	249.90	(228.07)	107.67	3,000.00	3.59%	2,892.33
Investment Earnings Totals	21.83	249.90	(228.07)	107.67	3,000.00	3.59%	2,892.33
Miscellaneous							
100-4901 Misc. Revenue	58,770.34	4,165.00	54,605.34	209,389.31	50,000.00	418.78%	(159,389.31)
Miscellaneous Totals	58,770.34	4,165.00	54,605.34	209,389.31	50,000.00	418.78%	(159,389.31)
Transfers In							
100-4917 Transfer from Type A EDC	0.00	0.00	0.00	0.00	55,000.00	0.00%	55,000.00
100-4918 Transfer from Type B EDC	0.00	96,800.00	(96,800.00)	4,172.70	387,200.00	1.08%	383,027.30
100-4919 Transfer From Capital Imprvmnt	0.00	28,333.33	(28,333.33)	0.00	340,000.00	0.00%	340,000.00

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Item 1.

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Transfers In							
Transfers In Totals	0.00	125,133.33	(125,133.33)	4,172.70	782,200.00	0.53%	778,027.30
Revenue Totals	337,754.19	370,941.47	(33,187.28)	5,335,350.74	6,726,965.00	79.31%	1,391,614.26

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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	0.00	14,214.29	(14,214.29)	18,492.09	37,000.00	49.98%	18,507.91
Contract & Professional Services	27,900.85	27,405.70	495.15	246,953.98	329,000.00	75.06%	82,046.02
Miscellaneous	3,858.54	7,336.46	(3,477.92)	35,988.27	80,715.00	44.59%	44,726.73
Utilities	4,448.04	3,415.30	1,032.74	34,553.25	41,000.00	84.28%	6,446.75
Community Service Totals	<u>36,207.43</u>	<u>52,371.75</u>	<u>(16,164.32)</u>	<u>335,987.59</u>	<u>487,715.00</u>	<u>68.89%</u>	<u>151,727.41</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	12,991.21	15,868.64	(2,877.43)	80,460.92	114,750.00	70.12%	34,289.08
Debt Service	0.00	2,600.00	(2,600.00)	2,650.00	4,000.00	66.25%	1,350.00
Miscellaneous	0.00	13,449.08	(13,449.08)	241,191.06	183,804.00	131.22%	(57,387.06)
Personnel	548.33	100.00	448.33	3,522.83	4,200.00	83.88%	677.17
General Non-Departmental Totals	<u>13,539.54</u>	<u>32,017.72</u>	<u>(18,478.18)</u>	<u>327,824.81</u>	<u>306,754.00</u>	<u>106.87%</u>	<u>(21,070.81)</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	1,000.00	(1,000.00)	40.00	2,000.00	2.00%	1,960.00
Supplies	931.58	254.10	677.48	2,565.75	3,050.00	84.12%	484.25
Mayor & Council Totals	<u>931.58</u>	<u>1,254.10</u>	<u>(322.52)</u>	<u>2,605.75</u>	<u>5,050.00</u>	<u>51.60%</u>	<u>2,444.25</u>

100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	1,300.00	934.62	365.38	94,667.87	176,340.00	53.68%	81,672.13
Miscellaneous	956.75	958.28	(1.53)	8,077.00	11,500.00	70.23%	3,423.00

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Personnel	44,066.56	53,776.36	(9,709.80)	453,892.01	651,990.00	69.62%	198,097.99
Repair & Maintenance	2,993.65	2,563.14	430.51	25,935.04	30,770.00	84.29%	4,834.96
Supplies	2,580.33	3,212.90	(632.57)	26,052.61	44,570.00	58.45%	18,517.39
Utilities	1,674.41	2,713.17	(1,038.76)	16,472.16	32,570.00	50.57%	16,097.84
Administration Totals	53,571.70	64,158.47	(10,586.77)	625,096.69	947,740.00	65.96%	322,643.31

100 - General Fund Police Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	7,798.00	1,416.67	6,381.33	25,578.82	33,400.00	76.58%	7,821.18
Contract & Professional Services	2,106.95	1,739.30	367.65	107,594.91	136,880.00	78.61%	29,285.09
Debt Service	5,801.68	1,570.00	4,231.68	44,944.86	18,840.00	238.56%	(26,104.86)
Miscellaneous	0.00	33.33	(33.33)	56.00	400.00	14.00%	344.00
Personnel	87,753.64	120,974.24	(33,220.60)	1,004,337.50	1,480,810.00	67.82%	476,472.50
Repair & Maintenance	16,163.85	7,688.97	8,474.88	58,432.91	73,000.00	80.05%	14,567.09
Supplies	1,970.34	3,177.80	(1,207.46)	25,851.79	32,250.00	80.16%	6,398.21
Utilities	1,351.47	1,999.20	(647.73)	11,277.01	24,000.00	46.99%	12,722.99
Police Department Totals	122,945.93	138,599.51	(15,653.58)	1,278,073.80	1,799,580.00	71.02%	521,506.20

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	1,758.65	1,685.99	72.66	7,483.64	20,240.00	36.97%	12,756.36
Debt Service	2,034.63	3,671.25	(1,636.62)	28,640.27	44,055.00	65.01%	15,414.73
Miscellaneous	5,147.28	833.33	4,313.95	5,147.28	10,000.00	51.47%	4,852.72
Personnel	26,580.63	27,819.90	(1,239.27)	208,585.65	364,510.00	57.22%	155,924.35
Repair & Maintenance	5,005.64	10,100.07	(5,094.43)	73,306.67	99,800.00	73.45%	26,493.33
Supplies	318,896.30	79,309.76	239,586.54	496,092.40	773,355.00	64.15%	277,262.60
Utilities	308.79	641.41	(332.62)	3,422.74	7,700.00	44.45%	4,277.26

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Public Works Totals	359,731.92	124,061.71	235,670.21	926,555.23	1,423,545.00	65.09%	496,989.77
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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	2,585.00	2,951.36	(366.36)	21,961.00	35,420.00	62.00%	13,459.00
Miscellaneous	116.56	83.30	33.26	407.96	1,000.00	40.80%	592.04
Personnel	4,875.78	5,674.32	(798.54)	52,399.03	71,046.00	73.75%	18,646.97
Repair & Maintenance	123.40	166.60	(43.20)	1,622.32	2,000.00	81.12%	377.68
Supplies	184.92	154.10	30.82	1,134.58	1,850.00	61.33%	715.42
Municipal Court Totals	7,885.66	9,029.68	(1,144.02)	77,524.89	111,316.00	69.64%	33,791.11

100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	30,224.25	15,711.75	14,512.50	97,513.35	188,545.00	51.72%	91,031.65
Debt Service	1,279.44	472.08	807.36	22,128.24	5,665.00	390.61%	(16,463.24)
Personnel	20,316.07	20,923.95	(607.88)	197,245.14	265,955.00	74.16%	68,709.86
Repair & Maintenance	890.86	2,016.60	(1,125.74)	3,115.77	24,200.00	12.88%	21,084.23
Supplies	290.63	433.16	(142.53)	6,535.66	5,200.00	125.69%	(1,335.66)
Utilities	307.07	442.45	(135.38)	1,675.17	5,310.00	31.55%	3,634.83
Development Services Totals	53,308.32	39,999.99	13,308.33	328,213.33	494,875.00	66.32%	166,661.67

100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	581.86	754.81	(172.95)	6,224.77	9,060.00	68.71%	2,835.23
Personnel	12,051.95	10,826.70	1,225.25	107,696.13	138,064.00	78.00%	30,367.87
Repair & Maintenance	1,967.27	10,500.44	(8,533.17)	31,895.90	126,055.00	25.30%	94,159.10
Supplies	552.83	1,530.20	(977.37)	12,362.29	18,370.00	67.30%	6,007.71

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Utilities	1,074.34	1,349.46	(275.12)	8,793.22	16,200.00	54.28%	7,406.78
Animal Control Totals	16,228.25	24,961.61	(8,733.36)	166,972.31	307,749.00	54.26%	140,776.69

100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	1,181.00	2,965.47	(1,784.47)	21,590.00	35,600.00	60.65%	14,010.00
Debt Service	0.00	6,020.83	(6,020.83)	0.00	72,250.00	0.00%	72,250.00
Miscellaneous	70.80	2,292.82	(2,222.02)	13,697.14	23,950.00	57.19%	10,252.86
Personnel	31,658.26	44,446.90	(12,788.64)	354,280.68	579,530.00	61.13%	225,249.32
Repair & Maintenance	18,298.90	9,266.03	9,032.87	84,544.43	96,580.00	87.54%	12,035.57
Supplies	4,132.38	6,546.75	(2,414.37)	62,963.86	78,575.00	80.13%	15,611.14
Utilities	3,215.44	2,865.52	349.92	25,895.85	34,400.00	75.28%	8,504.15
Fire Department Totals	58,556.78	74,404.32	(15,847.54)	562,971.96	920,885.00	61.13%	357,913.04

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	1,990.87	(1,990.87)	40,748.00	23,900.00	170.49%	(16,848.00)
Contract & Professional Services	183.21	169.93	13.28	1,543.21	2,040.00	75.65%	496.79
Debt Service	1,352.97	0.00	1,352.97	22,519.38	0.00	0.00%	(22,519.38)
Personnel	17,728.32	16,257.27	1,471.05	143,557.30	189,730.00	75.66%	46,172.70
Repair & Maintenance	4,985.10	1,978.42	3,006.68	13,682.34	23,750.00	57.61%	10,067.66
Supplies	5,324.19	1,199.52	4,124.67	17,992.24	14,400.00	124.95%	(3,592.24)
Utilities	2,774.48	20,627.24	(17,852.76)	21,181.36	87,530.00	24.20%	66,348.64
Park Maintenance Totals	32,348.27	42,223.25	(9,874.98)	261,223.83	341,350.00	76.53%	80,126.17

100 - General Fund Fire Marshal	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
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Contract & Professional Services	400.00	396.67	3.33	4,256.25	4,760.00	89.42%	503.75
Miscellaneous	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Personnel	6,600.46	9,265.24	(2,664.78)	71,827.74	109,040.00	65.87%	37,212.26
Supplies	823.98	1,083.34	(259.36)	2,333.21	13,000.00	17.95%	10,666.79
Utilities	23.08	65.00	(41.92)	230.80	780.00	29.59%	549.20
Fire Marshal Totals	<u>7,847.52</u>	<u>10,851.92</u>	<u>(3,004.40)</u>	<u>78,648.00</u>	<u>128,080.00</u>	<u>61.41%</u>	<u>49,432.00</u>
Expense Total	<u><u>763,102.90</u></u>	<u><u>613,934.03</u></u>	<u><u>149,168.87</u></u>	<u><u>4,971,698.19</u></u>	<u><u>7,274,639.00</u></u>	<u><u>68.34%</u></u>	<u><u>2,302,940.81</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	27,900.85	27,405.70	495.15	246,953.98	329,000.00	75.06%	82,046.02
100-01-5711 CS Street Lights	4,448.04	3,415.30	1,032.74	34,553.25	41,000.00	84.28%	6,446.75
100-01-5800 CS Holiday Events	0.00	14,214.29	(14,214.29)	18,492.09	37,000.00	49.98%	18,507.91
100-01-5900 CS Library Operating	1,775.00	1,772.08	2.92	17,750.00	21,265.00	83.47%	3,515.00
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	8,433.12	7,500.00	112.44%	(933.12)
100-01-5905 CS Quarterly City Newsletter	2,083.54	1,249.50	834.04	9,805.15	15,000.00	65.37%	5,194.85
100-01-5906 CS Crud Cruiser	0.00	29.17	(29.17)	0.00	350.00	0.00%	350.00
100-01-5945 CS COVID-19	0.00	4,285.71	(4,285.71)	0.00	30,000.00	0.00%	30,000.00
Community Service Totals	<u>36,207.43</u>	<u>52,371.75</u>	<u>(16,164.32)</u>	<u>335,987.59</u>	<u>487,715.00</u>	<u>68.89%</u>	<u>151,727.41</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	548.33	0.00	548.33	3,177.48	3,000.00	105.92%	(177.48)
100-02-5402 ND Legal Services	2,377.00	4,581.50	(2,204.50)	27,822.07	55,000.00	50.59%	27,177.93
100-02-5403 ND Ordinance Codification	0.00	887.14	(887.14)	2,235.00	10,650.00	20.99%	8,415.00
100-02-5420 ND Central Appraisal District	10,614.21	10,150.00	464.21	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	2,600.00	(2,600.00)	2,650.00	4,000.00	66.25%	1,350.00
100-02-5840 ND 380 Agreement Expenses	0.00	2,133.43	(2,133.43)	8,773.84	14,934.00	58.75%	6,160.16
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	21,389.66	37,045.00	57.74%	15,655.34
100-02-5941 ND Property Insurance	0.00	0.00	0.00	21,935.25	20,680.00	106.07%	(1,255.25)
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	0.00	9,565.65	(9,565.65)	83,436.26	90,145.00	92.56%	6,708.74
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	3,000.00	0.00	0.00%	(3,000.00)
100-02-5946 ND Records Retention	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00
General Non-Departmental Totals	13,539.54	32,017.72	(18,478.18)	327,824.81	306,754.00	106.87%	(21,070.81)

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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	1,000.00	(1,000.00)	40.00	2,000.00	2.00%	1,960.00
100-03-5213 M/C Uniforms	610.59	87.50	523.09	1,066.22	1,050.00	101.54%	(16.22)
100-03-5220 M/C Office Supplies	17.07	41.65	(24.58)	1,150.61	500.00	230.12%	(650.61)
100-03-5262 M/C Events & Awards	303.92	124.95	178.97	348.92	1,500.00	23.26%	1,151.08
Mayor & Council Totals	931.58	1,254.10	(322.52)	2,605.75	5,050.00	51.60%	2,444.25

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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	38,406.09	40,269.31	(1,863.22)	377,268.58	500,050.00	75.45%	122,781.42
100-04-5112 AD Worker's Comp	0.00	0.00	0.00	1,033.20	1,375.00	75.14%	341.80
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)	5,642.94	8,400.00	67.18%	2,757.06
100-04-5130 AD Benefits	2,946.93	7,644.85	(4,697.92)	37,012.21	91,775.00	40.33%	54,762.79
100-04-5140 AD TMRS	2,351.14	2,224.71	126.43	22,961.60	28,930.00	79.37%	5,968.40
100-04-5150 AD Training & Travel	(695.36)	1,950.00	(2,645.36)	2,171.55	6,500.00	33.41%	4,328.45
100-04-5160 AD Dues & Memberships	273.17	358.19	(85.02)	2,811.60	4,300.00	65.39%	1,488.40
100-04-5161 AD Surety Bonds	0.00	16.67	(16.67)	100.00	200.00	50.00%	100.00
100-04-5190 AD Human Resources	241.75	666.67	(424.92)	2,430.33	8,000.00	30.38%	5,569.67
100-04-5212 AD Reference Materials	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
100-04-5213 AD Uniforms	528.00	83.33	444.67	1,269.65	1,000.00	126.97%	(269.65)
100-04-5220 AD Office Supplies	(775.80)	416.50	(1,192.30)	3,720.77	5,000.00	74.42%	1,279.23
100-04-5221 AD Printing	0.00	118.70	(118.70)	1,561.21	1,425.00	109.56%	(136.21)
100-04-5222 AD Postage	96.49	147.85	(51.36)	1,226.71	1,775.00	69.11%	548.29
100-04-5240 AD Election Expenses	748.46	0.00	748.46	2,919.53	6,000.00	48.66%	3,080.47
100-04-5250 AD Office Equip & Furniture	1,983.18	2,404.87	(421.69)	15,354.74	28,870.00	53.19%	13,515.26
100-04-5330 AD Building R & M	1,530.00	1,666.00	(136.00)	17,087.15	20,000.00	85.44%	2,912.85
100-04-5350 AD Office Equipment R & M	1,463.65	897.14	566.51	8,847.89	10,770.00	82.15%	1,922.11
100-04-5402 AD IT Services	1,485.00	934.62	550.38	8,091.96	11,220.00	72.12%	3,128.04
100-04-5403 AD Accounting & Audit	0.00	0.00	0.00	28,875.00	26,000.00	111.06%	(2,875.00)
100-04-5404 AD Contract Services	(185.00)	0.00	(185.00)	45,600.00	127,200.00	35.85%	81,600.00
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	1,336.79	2,499.00	(1,162.21)	14,218.94	30,000.00	47.40%	15,781.06
100-04-5750 AD Mobile Technology	337.62	214.17	123.45	2,253.22	2,570.00	87.67%	316.78
100-04-5909 AD Miscellaneous	662.85	124.95	537.90	4,036.30	1,500.00	269.09%	(2,536.30)

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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	293.90	833.33	(539.43)	4,040.70	10,000.00	40.41%	5,959.30
Administration Totals	53,571.70	64,158.47	(10,586.77)	625,096.69	947,740.00	65.96%	322,643.31

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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	74,361.47	98,223.40	(23,861.93)	806,426.31	1,176,855.00	68.52%	370,428.69
100-05-5111 PD Overtime	795.03	2,290.75	(1,495.72)	12,506.07	27,500.00	45.48%	14,993.93
100-05-5112 PD Worker's Comp	0.00	0.00	0.00	27,886.11	28,420.00	98.12%	533.89
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	1,036.21	1,655.78	(619.57)	12,755.96	20,215.00	63.10%	7,459.04
100-05-5130 PD Benefits	6,958.98	12,265.90	(5,306.92)	81,611.74	143,010.00	57.07%	61,398.26
100-05-5140 PD TMRS	4,581.95	5,472.17	(890.22)	49,186.29	66,215.00	74.28%	17,028.71
100-05-5150 PD Training & Travel	20.00	1,057.91	(1,037.91)	8,770.02	12,700.00	69.06%	3,929.98
100-05-5160 PD Dues/Memberships	0.00	0.00	0.00	935.00	1,390.00	67.27%	455.00
100-05-5161 PD Surety Bonds	0.00	8.33	(8.33)	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	1,499.46	928.37	571.09	7,356.31	9,000.00	81.74%	1,643.69
100-05-5215 PD Law Enforcement	100.24	283.22	(182.98)	2,689.78	3,400.00	79.11%	710.22
100-05-5217 PD Criminal Investigation	317.58	333.20	(15.62)	4,742.21	4,000.00	118.56%	(742.21)
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	0.00	233.24	(233.24)	1,381.57	2,800.00	49.34%	1,418.43
100-05-5222 PD Postage	53.06	41.67	11.39	426.83	500.00	85.37%	73.17
100-05-5250 PD Equipment & Furniture	0.00	166.60	(166.60)	385.48	2,000.00	19.27%	1,614.52
100-05-5260 PD Vests/Safety Equipment	0.00	1,166.50	(1,166.50)	7,845.74	10,250.00	76.54%	2,404.26
100-05-5310 PD Fuel, Oil & Service	12,250.36	5,564.79	6,685.57	41,120.52	47,500.00	86.57%	6,379.48
100-05-5310 PD Vehicle R & M	3,715.49	874.65	2,840.84	7,165.19	10,500.00	68.24%	3,334.81
100-05-5320 PD Equipment R & M	0.00	83.33	(83.33)	473.04	1,000.00	47.30%	526.96
100-05-5330 PD Building R & M	198.00	1,166.20	(968.20)	9,674.16	14,000.00	69.10%	4,325.84
100-05-5351 PD Copier/Support	466.95	549.78	(82.83)	5,173.16	6,600.00	78.38%	1,426.84
100-05-5402 PD IT Services	1,190.00	1,189.52	0.48	10,710.00	14,280.00	75.00%	3,570.00

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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	450.00	0.00	450.00	78,051.55	91,000.00	85.77%	12,948.45
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	7,798.00	1,416.67	6,381.33	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	5,801.68	1,570.00	4,231.68	44,944.86	18,840.00	238.56%	(26,104.86)
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	1,042.75	1,249.50	(206.75)	8,371.26	15,000.00	55.81%	6,628.74
100-05-5750 PD Mobile Technology	308.72	749.70	(440.98)	2,905.75	9,000.00	32.29%	6,094.25
100-05-5909 PD Miscellaneous	0.00	33.33	(33.33)	56.00	400.00	14.00%	344.00
Police Department Totals	<u>122,945.93</u>	<u>138,599.51</u>	<u>(15,653.58)</u>	<u>1,278,073.80</u>	<u>1,799,580.00</u>	<u>71.02%</u>	<u>521,506.20</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	22,259.84	21,229.26	1,030.58	160,057.86	269,845.00	59.31%	109,787.14
100-06-5111 PW Overtime	83.25	149.94	(66.69)	1,429.03	1,800.00	79.39%	370.97
100-06-5112 PW Worker's Comp	0.00	0.00	0.00	11,218.23	12,610.00	88.96%	1,391.77
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	424.22	431.40	(7.18)	3,704.84	5,610.00	66.04%	1,905.16
100-06-5130 PW Benefits	2,366.78	4,643.14	(2,276.36)	20,386.13	55,740.00	36.57%	35,353.87
100-06-5140 PW TMRS	1,241.54	1,241.16	0.38	9,934.56	16,140.00	61.55%	6,205.44
100-06-5150 PW Training & Travel	205.00	125.00	80.00	795.00	1,500.00	53.00%	705.00
100-06-5213 PW Uniforms	643.45	749.70	(106.25)	4,739.45	9,000.00	52.66%	4,260.55
100-06-5220 PW Office Supplies	0.00	24.99	(24.99)	99.81	300.00	33.27%	200.19
100-06-5261 PW Equipment Rental	2,402.87	83.30	2,319.57	4,442.77	1,000.00	444.28%	(3,442.77)
100-06-5270 PW Street Supplies &	315,849.98	78,451.77	237,398.21	486,810.37	763,055.00	63.80%	276,244.63
100-06-5310 PW Fuel, Oil & Service	2,249.06	1,374.45	874.61	13,837.93	16,500.00	83.87%	2,662.07
100-06-5310 PW Vehicle R & M	58.99	4,910.46	(4,851.47)	26,599.21	37,500.00	70.93%	10,900.79
100-06-5320 PW Equipment R & M	1,376.47	2,082.50	(706.03)	22,941.33	25,000.00	91.77%	2,058.67
100-06-5330 PW Building R & M	1,249.57	1,082.90	166.67	4,222.52	13,000.00	32.48%	8,777.48
100-06-5331 PW Sign R & M	0.00	483.14	(483.14)	4,320.60	5,800.00	74.49%	1,479.40
100-06-5332 PW Minor Tools	0.00	41.67	(41.67)	202.98	500.00	40.60%	297.02
100-06-5350 PW Office Equipment R & M	71.55	124.95	(53.40)	1,182.10	1,500.00	78.81%	317.90
100-06-5402 PW IT Services	170.00	169.93	0.07	1,530.00	2,040.00	75.00%	510.00
100-06-5404 PW Contract Service	1,588.65	1,516.06	72.59	5,953.64	18,200.00	32.71%	12,246.36
100-06-5605 PW Lease Payments	2,034.63	3,671.25	(1,636.62)	28,640.27	44,055.00	65.01%	15,414.73
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	5,147.28	833.33	4,313.95	5,147.28	10,000.00	51.47%	4,852.72
100-06-5710 PW Building Utilities	239.55	416.50	(176.95)	2,730.34	5,000.00	54.61%	2,269.66

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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	224.91	(155.67)	692.40	2,700.00	25.64%	2,007.60
Public Works Totals	359,731.92	124,061.71	235,670.21	926,555.23	1,423,545.00	65.09%	496,989.77

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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	4,064.45	4,408.37	(343.92)	40,603.51	54,096.00	75.06%	13,492.49
100-07-5111 MC Overtime	0.00	50.00	(50.00)	446.79	600.00	74.47%	153.21
100-07-5112 MC Worker's Comp	0.00	0.00	0.00	102.36	140.00	73.11%	37.64
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	99.59	84.59	15.00	1,049.08	1,100.00	95.37%	50.92
100-07-5130 MC Benefits	464.22	712.21	(247.99)	5,904.36	8,550.00	69.06%	2,645.64
100-07-5140 MC TMRS	247.52	244.15	3.37	2,538.34	3,175.00	79.95%	636.66
100-07-5150 MC Training & Travel	0.00	166.67	(166.67)	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	8.33	(8.33)	100.00	100.00	100.00%	0.00
100-07-5220 MC Office Supplies	71.98	16.66	55.32	146.65	200.00	73.33%	53.35
100-07-5221 MC Printing	0.00	54.14	(54.14)	288.36	650.00	44.36%	361.64
100-07-5222 MC Postage	112.94	83.30	29.64	699.57	1,000.00	69.96%	300.43
100-07-5350 MC Office Equipment R & M	123.40	166.60	(43.20)	1,622.32	2,000.00	81.12%	377.68
100-07-5401 MC IT Service	85.00	84.96	0.04	765.00	1,020.00	75.00%	255.00
100-07-5402 MC Legal Services	500.00	499.80	0.20	3,500.00	6,000.00	58.33%	2,500.00
100-07-5404 MC Contract Services	2,000.00	2,200.00	(200.00)	17,000.00	26,400.00	64.39%	9,400.00
100-07-5410 MC Warrant Collection Fee	0.00	166.60	(166.60)	696.00	2,000.00	34.80%	1,304.00
100-07-5910 MC Warrant Entry Fees	116.56	83.30	33.26	407.96	1,000.00	40.80%	592.04
Municipal Court Totals	7,885.66	9,029.68	(1,144.02)	77,524.89	111,316.00	69.64%	33,791.11

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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	17,289.20	16,387.56	901.64	162,656.21	208,385.00	78.06%	45,728.79
100-08-5111 DS Overtime	25.74	41.67	(15.93)	559.85	500.00	111.97%	(59.85)
100-08-5112 DS Worker's Comp	0.00	0.00	0.00	1,049.19	1,015.00	103.37%	(34.19)
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	205.08	286.06	(80.98)	2,674.18	3,720.00	71.89%	1,045.82
100-08-5130 DS Benefits	1,584.40	2,802.21	(1,217.81)	18,001.82	33,640.00	53.51%	15,638.18
100-08-5140 DS TMRS	1,066.65	956.63	110.02	10,027.46	12,440.00	80.61%	2,412.54
100-08-5150 DS Training & Travel	145.00	399.84	(254.84)	1,035.93	4,800.00	21.58%	3,764.07
100-08-5160 DS Dues & Memberships	0.00	24.99	(24.99)	180.50	300.00	60.17%	119.50
100-08-5161 DS Surety Bonds	0.00	24.99	(24.99)	100.00	300.00	33.33%	200.00
100-08-5213 DS Uniforms	0.00	83.30	(83.30)	684.60	1,000.00	68.46%	315.40
100-08-5220 DS Office Supplies	0.00	74.97	(74.97)	1,327.26	900.00	147.47%	(427.26)
100-08-5221 DS Printing	0.00	124.95	(124.95)	873.85	1,500.00	58.26%	626.15
100-08-5222 DS Postage	54.24	33.32	20.92	201.23	400.00	50.31%	198.77
100-08-5250 DS Office Equip & Furniture	236.39	116.62	119.77	3,448.72	1,400.00	246.34%	(2,048.72)
100-08-5310 DS Fuel, Oil & Service	287.86	124.95	162.91	879.14	1,500.00	58.61%	620.86
100-08-5310 DS Vehicle R & M	0.00	41.65	(41.65)	95.39	500.00	19.08%	404.61
100-08-5330 DS Building R & M	603.00	1,850.00	(1,247.00)	2,141.24	22,200.00	9.65%	20,058.76
100-08-5402 DS IT Services	255.00	254.89	0.11	2,295.00	3,060.00	75.00%	765.00
100-08-5403 DS Permits Software	0.00	321.53	(321.53)	3,858.75	3,860.00	99.97%	1.25
100-08-5404 DS Contract Services	390.00	208.25	181.75	3,178.00	2,500.00	127.12%	(678.00)
100-08-5605 DS Lease Payments	1,279.44	472.08	807.36	22,128.24	5,665.00	390.61%	(16,463.24)
100-08-5710 DS Utilities	220.87	316.67	(95.80)	881.50	3,800.00	23.20%	2,918.50
100-08-5750 DS Mobile Technology	86.20	125.78	(39.58)	793.67	1,510.00	52.56%	716.33
100-08-5932 DS Engineering Service	29,579.25	8,030.83	21,548.42	73,076.60	96,370.00	75.83%	23,293.40
100-08-5933 DS Planning	0.00	4,396.25	(4,396.25)	15,105.00	52,755.00	28.63%	37,650.00

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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
100-08-5934 DS Gas Well Inspections	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00%	30,000.00
Development Services Totals	53,308.32	39,999.99	13,308.33	328,213.33	494,875.00	66.32%	166,661.67

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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	9,435.14	8,319.04	1,116.10	80,557.83	101,984.00	78.99%	21,426.17
100-09-5111 AC Overtime	301.88	166.67	135.21	2,410.53	2,000.00	120.53%	(410.53)
100-09-5112 AC Worker's Comp	0.00	0.00	0.00	3,417.43	4,075.00	83.86%	657.57
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	140.74	167.25	(26.51)	1,204.43	2,175.00	55.38%	970.57
100-09-5130 AC Benefits	1,378.38	1,465.24	(86.86)	11,926.14	17,590.00	67.80%	5,663.86
100-09-5140 AC TMRS	595.81	439.86	155.95	5,063.18	5,720.00	88.52%	656.82
100-09-5150 AC Training & Travel	0.00	260.31	(260.31)	1,871.59	3,125.00	59.89%	1,253.41
100-09-5160 AC Dues & Memberships	0.00	8.33	(8.33)	50.00	100.00	50.00%	50.00
100-09-5161 AC Surety Bonds	200.00	0.00	200.00	200.00	300.00	66.67%	100.00
100-09-5213 AC Uniforms	328.94	124.95	203.99	870.54	1,500.00	58.04%	629.46
100-09-5220 AC Office Supplies	105.81	62.47	43.34	734.23	750.00	97.90%	15.77
100-09-5222 AC Postage	108.08	45.81	62.27	689.91	550.00	125.44%	(139.91)
100-09-5250 AC Office Equip & Furniture	0.00	645.15	(645.15)	3,680.50	7,745.00	47.52%	4,064.50
100-09-5280 AC Micro Chips	0.00	133.28	(133.28)	1,411.25	1,600.00	88.20%	188.75
100-09-5282 AC Medical Supplies	0.00	485.22	(485.22)	4,731.21	5,825.00	81.22%	1,093.79
100-09-5284 AC Rabies Vouchers	10.00	33.32	(23.32)	244.65	400.00	61.16%	155.35
100-09-5310 AC Fuel, Oil & Service	230.29	166.60	63.69	638.69	2,000.00	31.93%	1,361.31
100-09-5310 AC Vehicle R & M	6.00	292.38	(286.38)	1,320.00	3,510.00	37.61%	2,190.00
100-09-5330 AC Animal Food	445.62	249.90	195.72	2,544.00	3,000.00	84.80%	456.00
100-09-5330 AC Building R & M	1,285.36	9,639.89	(8,354.53)	27,393.21	115,725.00	23.67%	88,331.79
100-09-5350 AC Office Equipment R & M	0.00	151.67	(151.67)	0.00	1,820.00	0.00%	1,820.00
100-09-5402 AC IT Services	255.00	254.89	0.11	2,295.00	3,060.00	75.00%	765.00
100-09-5404 AC Contract Services	177.06	208.25	(31.19)	2,949.35	2,500.00	117.97%	(449.35)
100-09-5408 AC Professional Services	149.80	291.67	(141.87)	980.42	3,500.00	28.01%	2,519.58
100-09-5710 AC Utilities	967.91	1,207.85	(239.94)	8,271.35	14,500.00	57.04%	6,228.65

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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	106.43	141.61	(35.18)	521.87	1,700.00	30.70%	1,178.13
Animal Control Totals	16,228.25	24,961.61	(8,733.36)	166,972.31	307,749.00	54.26%	140,776.69

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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	23,209.53	24,661.98	(1,452.45)	234,573.88	312,125.00	75.15%	77,551.12
100-10-5111 FD Overtime	777.92	833.33	(55.41)	15,965.76	10,000.00	159.66%	(5,965.76)
100-10-5112 FD Worker's Comp	0.00	0.00	0.00	9,498.66	20,285.00	46.83%	10,786.34
100-10-5113 P/T Salaries	432.00	6,250.00	(5,818.00)	21,546.00	75,000.00	28.73%	53,454.00
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	440.94	456.01	(15.07)	5,700.01	5,930.00	96.12%	229.99
100-10-5130 FD Benefits	2,111.96	6,584.44	(4,472.48)	22,444.51	79,045.00	28.39%	56,600.49
100-10-5140 FD TMRS	1,485.88	1,465.32	20.56	15,119.21	19,055.00	79.35%	3,935.79
100-10-5150 FD Training & Travel	1,038.03	1,166.20	(128.17)	3,113.97	14,000.00	22.24%	10,886.03
100-10-5160 FD Dues & Memberships	700.00	322.37	377.63	3,460.18	3,870.00	89.41%	409.82
100-10-5180 FD Incentive	1,462.00	2,332.40	(870.40)	15,219.00	28,000.00	54.35%	12,781.00
100-10-5181 FD Staff Immunizations &	0.00	374.85	(374.85)	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	602.35	499.80	102.55	7,055.13	6,000.00	117.59%	(1,055.13)
100-10-5218 FD Awards	203.33	125.00	78.33	769.33	1,500.00	51.29%	730.67
100-10-5220 FD Office Supplies	180.85	124.95	55.90	1,746.85	1,500.00	116.46%	(246.85)
100-10-5222 FD Postage	43.06	24.99	18.07	487.62	300.00	162.54%	(187.62)
100-10-5262 FD Equipment	245.06	2,606.25	(2,361.19)	32,951.18	31,275.00	105.36%	(1,676.18)
100-10-5264 FD Radios & Mics	0.00	83.33	(83.33)	353.94	1,000.00	35.39%	646.06
100-10-5290 FD Fire Fighting Supplies	502.96	583.10	(80.14)	741.39	7,000.00	10.59%	6,258.61
100-10-5291 FD EMS Supplies	1,797.04	833.33	963.71	6,318.36	10,000.00	63.18%	3,681.64
100-10-5293 FD Personal Protective Equip	557.73	1,666.00	(1,108.27)	12,540.06	20,000.00	62.70%	7,459.94
100-10-5310 FD Fuel, Oil & Service	4,032.72	1,356.74	2,675.98	13,508.72	14,500.00	93.16%	991.28
100-10-5310 FD Vehicle R & M	3,098.82	4,404.03	(1,305.21)	29,795.70	40,000.00	74.49%	10,204.30
100-10-5320 FD Equipment R & M	10.12	1,166.20	(1,156.08)	3,388.75	14,000.00	24.21%	10,611.25
100-10-5330 FD Building R & M	1,090.45	1,839.26	(748.81)	25,924.07	22,080.00	117.41%	(3,844.07)

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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	10,066.79	499.80	9,566.99	11,927.19	6,000.00	198.79%	(5,927.19)
100-10-5402 FD IT Services	935.00	934.62	0.38	8,415.00	11,220.00	75.00%	2,805.00
100-10-5404 FD Contract Services	246.00	2,030.85	(1,784.85)	13,175.00	24,380.00	54.04%	11,205.00
100-10-5605 FD Lease Payments	0.00	6,020.83	(6,020.83)	0.00	72,250.00	0.00%	72,250.00
100-10-5710 FD Utilities	2,569.93	2,374.05	195.88	21,710.40	28,500.00	76.18%	6,789.60
100-10-5750 FD Mobile Technology	645.51	491.47	154.04	4,185.45	5,900.00	70.94%	1,714.55
100-10-5908 FD Emergency Management	70.80	2,251.17	(2,180.37)	13,157.52	23,450.00	56.11%	10,292.48
100-10-5909 FD Miscellaneous	0.00	41.65	(41.65)	539.62	500.00	107.92%	(39.62)
Fire Department Totals	58,556.78	74,404.32	(15,847.54)	562,971.96	920,885.00	61.13%	357,913.04

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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	14,207.34	11,871.61	2,335.73	112,898.11	139,245.00	81.08%	26,346.89
100-11-5111 PK Overtime	458.25	428.57	29.68	2,974.01	3,000.00	99.13%	25.99
100-11-5112 PK Worker's Comp	0.00	219.17	(219.17)	2,426.57	2,630.00	92.27%	203.43
100-11-5117 PK Longevity Pay	0.00	45.42	(45.42)	545.00	545.00	100.00%	0.00
100-11-5120 PK Payroll Taxes	116.55	531.25	(414.70)	769.81	6,375.00	12.08%	5,605.19
100-11-5130 PK Benefits	2,034.78	2,468.75	(433.97)	16,597.67	29,625.00	56.03%	13,027.33
100-11-5140 PK TMRS	911.40	692.50	218.90	7,346.13	8,310.00	88.40%	963.87
100-11-5213 PK Uniforms	306.00	187.42	118.58	2,138.97	2,250.00	95.07%	111.03
100-11-5220 PK Office Supplies	0.00	12.50	(12.50)	34.35	150.00	22.90%	115.65
100-11-5270 PK Park Supplies & Materials	5,018.19	999.60	4,018.59	15,818.92	12,000.00	131.82%	(3,818.92)
100-11-5275 PK Field Supplies & Materials	0.00	333.20	(333.20)	108.70	4,000.00	2.72%	3,891.30
100-11-5310 PK Fuel, Oil & Service	936.74	208.25	728.49	1,995.59	2,500.00	79.82%	504.41
100-11-5310 PK Vehicle R & M	102.98	83.30	19.68	2,936.43	1,000.00	293.64%	(1,936.43)
100-11-5320 PK Equipment R & M	127.98	125.00	2.98	1,001.80	1,500.00	66.79%	498.20
100-11-5330 PK Building R & M	3,194.60	499.80	2,694.80	6,137.72	6,000.00	102.30%	(137.72)
100-11-5331 PK Minor Tools	0.00	20.82	(20.82)	113.10	250.00	45.24%	136.90
100-11-5335 PK Dept Building R & M	622.80	83.30	539.50	1,039.00	1,000.00	103.90%	(39.00)
100-11-5340 PK Irrigation R & M	0.00	624.75	(624.75)	350.00	7,500.00	4.67%	7,150.00
100-11-5402 PK IT Services	170.00	169.93	0.07	1,530.00	2,040.00	75.00%	510.00
100-11-5404 PK Contract Services	13.21	0.00	13.21	13.21	0.00	0.00%	(13.21)
100-11-5600 PK Capital Outlay >\$5,000	0.00	1,990.87	(1,990.87)	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	22,519.38	0.00	0.00%	(22,519.38)
100-11-5710 PK Dept Utilities	374.28	499.80	(125.52)	3,168.32	6,000.00	52.81%	2,831.68
100-11-5715 PK Park Utilities	2,360.02	20,000.00	(17,639.98)	17,567.34	80,000.00	21.96%	62,432.66
100-11-5720 PK Gas	0.00	49.98	(49.98)	0.00	600.00	0.00%	600.00
100-11-5750 PK Mobile Technology	40.18	77.46	(37.28)	445.70	930.00	47.92%	484.30

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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
Park Maintenance Totals	32,348.27	42,223.25	(9,874.98)	261,223.83	341,350.00	76.53%	80,126.17

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7/5/2022 10: 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	5,783.48	6,694.82	(911.34)	59,070.13	78,195.00	75.54%	19,124.87
100-12-5111 FM Overtime	0.00	166.67	(166.67)	185.76	2,000.00	9.29%	1,814.24
100-12-5112 FM Worker's Comp	0.00	325.42	(325.42)	2,928.75	3,905.00	75.00%	976.25
100-12-5117 FM Longevity Pay	0.00	39.58	(39.58)	475.00	475.00	100.00%	0.00
100-12-5120 FM Payroll Taxes	0.00	125.42	(125.42)	(202.38)	1,505.00	(13.45%)	1,707.38
100-12-5130 FM Benefits	451.88	1,008.33	(556.45)	5,180.99	12,100.00	42.82%	6,919.01
100-12-5140 FM TMRS	365.10	394.17	(29.07)	3,668.34	4,730.00	77.55%	1,061.66
100-12-5150 FM Training & Travel	0.00	333.33	(333.33)	359.15	4,000.00	8.98%	3,640.85
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	168.98	416.67	(247.69)	1,367.09	5,000.00	27.34%	3,632.91
100-12-5217 FM Fire Investigations	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
100-12-5285 FM Code Enforcement	480.00	416.67	63.33	791.12	5,000.00	15.82%	4,208.88
100-12-5296 FM Fire Prevention Program	175.00	166.67	8.33	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	400.00	166.67	233.33	1,500.00	2,000.00	75.00%	500.00
100-12-5750 FM Mobile Technology	23.08	65.00	(41.92)	230.80	780.00	29.59%	549.20
100-12-5910 FM Property Liens	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Fire Marshal Totals	<u>7,847.52</u>	<u>10,851.92</u>	<u>(3,004.40)</u>	<u>78,648.00</u>	<u>128,080.00</u>	<u>61.41%</u>	<u>49,432.00</u>
Expense Totals	<u><u>763,102.90</u></u>	<u><u>613,934.03</u></u>	<u><u>149,168.87</u></u>	<u><u>4,971,698.19</u></u>	<u><u>7,274,639.00</u></u>	<u><u>68.34%</u></u>	<u><u>2,302,940.81</u></u>



POLICY FOR THE FAÇADE IMPROVEMENT PROGRAM

I. GENERAL PURPOSE AND OBJECTIVES

A. The purpose of the Façade Improvement Program (“Façade Improvement Program”) is to encourage local businesses to improve storefronts/façades in eligible areas, and to promote commercial revitalization and economic development. The Façade Improvement Program is funded with revenues generated from the City General Fund, ARPA funding and Type A EDC funds. Revenues from the “ARPA Funds” are deemed “Grant Revenues” and can only be spent on specific uses allowed by law.

B. The City of Joshua (“City”) may use Grant Revenues as follows:

1. for community or economic development activities
2. For projects that include private investment.

II. DEFINITIONS

“Building” means, for funding purposes, a contiguous structure with shared walls, not including firewalls.

“Eligible Improvements” means any construction or aesthetic alteration made to the side of the Building parallel to the primary right-of-way and improvements to the interior wall of the façade caused as a result of improvements to the façade, as approved by City staff through the application process.

“Developer” means a legal entity/party that enters into the Reimbursement Agreement with the City to receive funds from the Façade Improvement Program.

“Façade” means the portion of the Building parallel to the primary right-of-way as determined by City.

“Owner” means the legal owner of the property on which the Project is located.

“Project” means the City approved improvements to the Building eligible for Façade Improvement Program funds.

III. ELIGIBLE PROJECTS

A. Eligible Projects. In order for a Project to be considered for funding under the Façade Improvement Program, it must meet the following criteria:

1. The use of the property must be in compliance with the City's Zoning Ordinance.
2. The Developer:
 - a. must invest its own funds on Eligible Improvements;
 - b. must submit a complete application to the City;
 - c. must not be delinquent in paying property taxes for any property owned by the Developer; and
 - d. must not have any City liens filed against any property owned by the Developer, including but not limited to, weed liens, demolition liens, board-up/open structure liens and paving liens.
3. No delinquent taxes shall be owed for the property on which the Project is located.

IV. ELIGIBLE IMPROVEMENTS AND EXPENDITURES

A. Eligible Improvements. Eligible improvements are limited to the following:

1. signage attached to the facade;
2. painting;
3. siding;
4. brick/stone/masonry;
5. glass;
6. windows;
7. doors;
8. trim;
9. awnings;
10. structural improvements to façade; or
11. exterior lighting attached to the façade.

B. Ineligible Improvements:

1. exterior improvements located on the sides or rear of buildings;
2. interior improvements;
3. Landscaping (Unless with an approved maintenance Agreement)

V. SELECTION PROCESS

A. Application. A complete application with the application fee of \$50.00 must be submitted along with the following attachments:

1. proof of ownership and/or occupancy such as deed/lease; If the Developer does not own the property on which the Project is located, the Developer must provide proof satisfactory to City that the proposed improvements are allowed and authorized by the Owner;
2. detailed explanation of proposed improvements;
3. renderings, elevations, drawings etc. for proposed improvements;
4. photographs of existing conditions; and
5. construction cost breakdown that differentiates Eligible Improvements from other improvements if any.

B. Denied Applications.

1. Applications will be denied 30 days after submission if all required documentation is not received by the City.
2. Applicants will have 60 days after the date of denial to resubmit applications without paying a new application fee.

C. Design Review Committee. A Design Review Committee composed of City staff will review the complete application to ensure Project eligibility and feasibility. The Committee will develop guidelines and objectives for the Façade Improvement Program. Projects will be selected on a first come, first served basis of completed applications and will be approved based upon designs that meet the purpose and objectives of the Façade Improvement Program.

D. Applicants will be notified in writing of the City's decision.

E. If City staff denies the application, then Applicant may appeal the denial to the City's Type A EDC Board directly. The Type A EDC Board will make the final determination for approval or denial of the application.

VI. REIMBURSEMENT OF ELIGIBLE FAÇADE IMPROVEMENTS

A. Funding for a Project is subject to availability and will be allocated on a first come, first approved basis. Once an application is approved, in order to participate in Façade Improvement Program, a Reimbursement Agreement outlining the terms and conditions of City providing funds to the Project must be executed by the Owner. Funding for the Project will be set aside so long as construction permits are pulled or work has commenced on the façade within 180 days of Project approval.

B. City shall reimburse Developer on Eligible Improvements at the completion of the Project. City shall only reimburse for eligible façade improvements and shall not reimburse any funds spent on improvements made to other portions of the building.

C. Each Project can receive a maximum of \$5,000 per building for Eligible Improvements.

D. Funds will be paid to Developer after all improvements have been made and approved by City and the terms of the Reimbursement Agreement have been met.

E. In order to receive funds, Developer must provide proof of expenditures for Eligible Improvements with supporting documentation which may include:

1. itemized invoices that differentiate Eligible Improvements versus other improvements;
2. cleared checks and/or bank statements;
3. release of liens for the work performed, if any;
4. certificate of occupancy;
5. final inspection report from City; and
6. photographs of completed Eligible Improvements.

VII. REQUIREMENTS FOR APPROVED PROJECTS

A. Approvals. Prior to construction commencement, all federal, state, and/or local approvals necessary to complete the improvements must be provided. Approvals could include:

1. City's Heritage Preservation Commission;
2. City's Planning & Zoning Commission;
3. City's Development Services Department
4. Permitting.

B. Project Completion. The completion date of the improvements to be constructed will be determined on a case by case basis and will be included in the Reimbursement Agreement. If the Project is not completed by this date, then the Project will be ineligible for funding, but City staff in its sole discretion may extend this date upon written request from the Developer.



**MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
JUNE 16, 2022
6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 pm on June 16, 2022. 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. 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/89332317859?pwd=L1ZxbzJiUkFRSmlKY2Z5RmhlSzF6QT09>
Meeting ID: 89332318959 Passcode: 458548 or dial 346/248-7799

PRESENT

Mayor Scott Kimble
Place 1 Johnny Waldrip
Place 2 Mike Kidd
Place 3 Angela Nichols
Place 4 Merle Breitenstein
Place 6 Shelly Anderson

STAFF PRESENT

Mike Peacock, City Manager
Amber Bransom, Asst. City Manager
Aaron Maldonado, Dev. Services Director
David Gelsthorpe, Police Chief
Terry Welch, City Attorney
Alice Holloway, City Secretary

ABSENT

Place 5 Robert Fleming

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

C. INVOCATION

D. WORK SESSION

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

City Manager Peacock presented the budget report and financial statement for May 2022. In addition, Mr. Peacock gave a brief update.

2. Discuss and give direction to staff regarding detention basins management practices. (Staff Resource: M. Peacock)

City Manager Peacock stated that the current ordinance does not address maintenance issues. Mr. Peacock stated that staff would like to amend the ordinance to include a maintenance section. Direction was given to move forward and work with current property owners.

3. Discuss and give direction to staff regarding a no through truck zone on County Road 904. (Staff Resource: M. Peacock)

This item was tabled. (D3)

4. Discuss and receive update regarding training on Critical Indents by the Joshua Police Department. (Staff Resource: Chief Gelsthorpe)

Police Chief Gelsthorpe gave a brief update regarding training with JISD Police and school district.

E. 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.

NA

F. CONSENT AGENDA

1. Discuss, consider, and possible action on the meeting minutes of May 16, 2022, and May 19, 2022. (Staff Resource: A. Holloway)

Motion made by Councilmember Kidd to approve the meeting minutes with corrections, Seconded by Councilmember Nichols.

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

G. REGULAR AGENDA

1. Discuss, consider, and possible action on approving the expenditure of \$13,868.00 to Johnson County for chip sealing the extension of Wagon Wheel Rd. (Staff Resource: M. Peacock)

Motion made by Councilmember Waldrip to approve the expenditure of \$13,868 and authorize the City Manager to sign all the necessary documents, Seconded by Councilmember Breitenstein.

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

Councilmember Breitenstein, Councilmember Anderson.

2. Discuss, consider, and possible action on accepting the team of Randall Scott Architects and JE Dunn Construction "Request for Qualifications" and authorizing the city manager to negotiate a contract for professional services. (Staff Resource: M. Peacock)

Motion made by Councilmember Kidd to accept the RFQ of Randall Scott Architects and JE Dunn Construction and authorize the city manager to negotiate a contract, Seconded by Councilmember Anderson.

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

3. Discussion on regulations of lot sizes for the Single-Family Residential District (R1) as requested by Danny Turpen.

Mr. Danny Turpen was not present. No discussion on this item. (G3)

4. Discuss, consider, and possible action on development agreements between the City of Joshua and property owners of parcels located on Oak Lane Dr. and CR 908 & authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway & M. Peacock)

Motion made by Councilmember Breitenstein to approve the development agreements as presented, Seconded by Councilmember Kidd.

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

H. STAFF REPORT-May

1. Police Department
2. Fire Department
3. Municipal Court
4. Parks and Recreation Department
5. Public Works Department
6. Development Services Department
7. Utility Billing Department
8. City Secretary's Office

I. 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 Councilmember the item on a future agenda.

- Cooper Valley Tree Removal

J. ADJOURNMENT

Mayor Kimble adjourned the meeting at 7:40 pm.

Item 1.

Scott Kimble, Mayor

Alice Holloway
City Secretary

Approved: July 21, 2022

**CITY OF JOSHUA
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS DESIGNATING MIKE KIDD AS A SIGNATORY FOR THE CITY OF JOSHUA FINANCIAL ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua, Texas ("City Council") finds it is in the interest of the City to amend the authorized representatives on the Wells Fargo Accounts by adding Mike Kidd as a signatory to all financial accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS;

SECTION 1. The above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2. That the following is hereby added as check signers for the City of Joshua banking accounts.

1. Mike Kidd

SECTION 3. That the following is hereby removed as check signers for the City of Joshua banking accounts.

1. Joe Hollarn

This resolution shall take effect immediately after its passage, as provided by the laws of the State of Texas.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE 15th DAY OF JULY 2022.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary



**Council Meeting Agenda
July 21, 2022**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action ratification of the IT Contract with TodoVerde.

Background Information:

At the Council Meeting held on May 19, 2022, Mike Peacock was given the authority to select and sign a contract with a new IT firm for the City of Joshua. Mike has selected TodoVerde and has signed a one-year agreement with them.

Financial Information:

See attached contract for services.

City Contact and Recommendations:

Amber Bransom (817)558-7447 ext. 2002

No recommendation

Attachments:

- **Contract for services**



**TODOVERDE CV LLC
CUSTOMER CONSENT**

This document grants TODOVERDE LLC to access the specific customer data described in section 2 below to the authorized parties identified in Section 3 below.

1. Authorization to Release Information:

Please sign in the spaces below to authorize Todo Verde LLC and its partners or contractors to access your data collection.

Company Name: City of Joshua

Printed Name: Mike Peacock

Title: City Manager

Date: 6/12/22

Signature: [Signature]

2. Information to be Released:

Please specify the information to be released. The Confidential Information to be disclosed under this Agreement is described as follows:

Type of Information: Agreements, service orders, billing, Connectivity and account data to complete our consulting engagement.

3. Authorized Parties:

Please identify the person(s) or company that is to receive the information mention in section 2 above if different then the Company making the request.

Company Name: _____

Individual: _____

Address: _____

Phone or email number: _____

This Agreement shall be construed in accordance with the laws of the State of Texas.

This Agreement represents the entire agreement of the Parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties with respect thereto.



Master Products and Services Agreement

Agreement

This Master Products and Services Agreement (the "Agreement") is made and entered into this ____ day of _____, 2022, ("Effective Date") by and between **TODOVERDE LLC** ("TodoVerde"), with offices at **8008 Vineyard Ct Burleson TX, 76028** and _____ ("Client"), with offices at _____.

In exchange for payment by Client of the charges and any applicable taxes arising under this Agreement, TodoVerde agrees to provide professional consulting services ("Services"), software ("Software") and hardware ("Hardware") to Client as more fully set forth in any Statement of Work ("SOW"), Purchase Order ("PO") or other agreement executed by and between the parties on or after the Effective Date. Any such SOW, PO or other agreement including any revised versions thereof shall be made part of this Agreement as though fully set forth herein.

This Agreement consists of this signature page and the following sections that are incorporated in this Agreement by this reference:

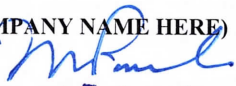
1. TodoVerde Responsibilities
2. Client Responsibilities
3. Limitation of Liability
4. General Terms

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be duly executed.

TODOVERDE LLC

By: _____
 Name: Jeff Ramey
 Title: Owner
 Date: 6/13/2022

(INSERT COMPANY NAME HERE)

By: 
 Name: Mike Peacock
 Title: City manager
 Date: 6/17/2022



Master Products and Services Agreement

1. TodoVerde Responsibilities:

- 1.1. **Services** – TodoVerde will perform the Services described in this Agreement and any incorporated SOW, PO or other agreement hereafter executed by the parties pursuant to this Agreement; Services may include professional consulting services as well as support services for Hardware and Software to be provided as reflected in Section 1.2 below.
- 1.2. **Hardware and Software** – TodoVerde will sell to Client Hardware and Software described in this Agreement and/or any incorporated SOW, PO or other agreement hereafter executed by the parties pursuant to this Agreement. The specific Hardware or Software to be provided as well as the terms and conditions under which such sales shall be accomplished will be more fully set forth in SOW's, POs or other agreements executed by and between the parties.
- 1.3. **Assignment of Rights and Interests:**
 - 1.3.1. Each party acknowledges that the other party will own all rights to all data, information, techniques, methodologies and materials, including any patents, patent rights, copyrights, trademarks, trade secret rights and other intellectual property rights embodied therein, that such party owned prior to the commencement of this Agreement ("Pre-existing Intellectual Property Rights").
 - 1.3.2. The Parties agree that any patentable or copyrightable material, trade secret, or other intellectual property rights which are based on, are an improvement on, or which relate to TodoVerde Pre-existing Intellectual Property Rights that may arise out of the performance of this Agreement or any incorporated SOW, PO or other agreement associated with this Agreement by TodoVerde (the "Improvements") to the extent that such improvements do not contain any proprietary or confidential material of Client shall be the sole and exclusive property of TodoVerde.
 - 1.3.3. The parties agree that any patentable or copyrightable material, trade secrets or other intellectual property rights which are based on, are an improvement on, or which directly relate to Client's Pre-existing Intellectual Property Rights that arise out of the performance of this Agreement or any incorporated SOW, PO or other agreement associated with this Agreement by Client, TodoVerde or TodoVerde personnel ("Client's Related Rights") shall be the sole and exclusive property of Client.
 - 1.3.4. In the event TodoVerde Pre-existing Intellectual Property Rights or Improvements thereto (collectively "TodoVerde Related Rights") are incorporated into the work product provided under this Agreement or are necessary for Client to use such work product, TodoVerde hereby grants a royalty-free, irrevocable, worldwide, nonexclusive, perpetual license to Client to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform and display TodoVerde Related Rights for the sole purpose of utilizing the work product internally.
- 1.4. **Invoicing** – TodoVerde shall invoice Client monthly for Professional Services rendered, and for any Software or Hardware sold to Client at the time of any such sales pursuant to applicable SOW's, PO's or other agreements unless expressly specified otherwise in an associated agreement by and between the parties. Invoices for low voltage fixed price SoWs will be invoiced 50% upon delivery of materials and 50% on completion. Time and Material projects will be invoiced monthly under milestone schedules that are agreed to by both parties. Each invoice will indicate the nature of the Services provided and/or the identity and quantity of any specific Hardware or Software sold to Client, as well as the agreement (SOW, PO or other agreement) under which the Services were performed or the Hardware or Software was provided. In addition, TodoVerde will invoice Client for all other direct, non-labor charges, if any, incurred by TodoVerde. Such charges may include, by illustration, travel, lodging, automobile rental, meals and incidentals, computer time, telephone charges (remote connection to Client's computer), copy charges, publications (printing, graphics), purchased software, shipping charges, and miscellaneous materials required for TODOVERDE to perform its obligations under this Agreement.



Master Products and Services Agreement

FOB Shipping Point. Transportation costs are paid by the Customer and title passes when the carrier takes possession of the goods.

- 2.2. **Confidentiality** – In the course of performing their respective obligations under this Agreement, either party (the “Disclosing Party”) may disclose to the other party (the “Receiving Party”) certain information that the Disclosing Party regards as proprietary and confidential in nature, including but not limited to trade secrets; inventions; innovations; processes; records; business and product processes, methods and customer lists; accounts and procedures; software; products; and, consulting methodologies and specifications owned or licensed by the Disclosing Party and/or used by Disclosing Party in connection with the operation of its business (hereinafter “Proprietary Materials”) that may or may not be licensed under separate agreements. The Receiving Party agrees to safeguard and keep confidential the Proprietary Materials, and to use such Proprietary Materials only internally in the course of the Receiving Party’s business. The Receiving Party will limit the use of, and access to, the Proprietary Materials to the Receiving Party’s employees whose use of, or access to, the Proprietary Materials is necessary for the Receiving Party’s internal business use. The Receiving Party will have in effect, and will enforce, rules and policies designed to protect against unauthorized use or reproduction of the Proprietary Materials and other confidential information, including instruction of and written agreements with the Receiving Party’s employees and contractors to insure that they use and protect the Proprietary Materials in a manner which protects the Disclosing Party’s proprietary rights. The Receiving Party shall not provide access to the Disclosing Party’s Proprietary Materials to any third party unless such third party has signed a confidentiality agreement with the Disclosing Party. The Receiving Party shall have no obligation of confidentiality with respect to Proprietary Materials that: (i) were rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) were, or subsequently become, legally and publicly available without breach of this Agreement; (iii) are rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) are developed by or for the Receiving Party without use of the Proprietary Materials and such independent development can be shown by documentary evidence; (v) become available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale; (vi) are transmitted by a party after receiving written notification from the other party that it does not desire to receive any further Proprietary Materials; or (vii) are disclosed by the Receiving Party pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party (a) prior written notice of such obligation and (b) the opportunity to oppose such disclosure or obtain a protective order.
- 2.3. **Cooperation** – Client agrees that where participation by its own staff is necessary to TodoVerde’s provision of the Services or its other performance obligations under this Agreement, such staff shall possess the appropriate skills, experience and authority for the tasks assigned to them and shall be available at such times as are agreed by the parties. Client agrees to designate a member of its staff who shall have the authority to represent Client on all technical and staffing matters relating to the Services, Hardware or Software to be provided. Client will allow TodoVerde consultants, technicians and all other employees working under this Agreement all public holidays as recognized by Client. If monthly rates are used, these monthly rates are inclusive of all public holidays recognized by Client.
- Client will provide TodoVerde with: a) a safe and suitable environment in which to perform its obligations under this Agreement, b) full and free use of data communications/telecommunication facilities as necessary to perform such obligations, and c) the right, under Client’s license or agreement with each third-party licensor of software utilized by Client and relating to the Agreement, for TodoVerde to perform its obligations with respect to such software. Client shall indemnify and hold harmless TodoVerde from all costs, claims, expenses, damages, and/or liability that TodoVerde incurs as a result of any failure or claimed failure by Client to provide the rights or fulfill its obligations referenced in this Section 2.3.
- 2.4. **Taxes** – The charges by TodoVerde under this Agreement and related agreements do not include taxes or duties. If TodoVerde is required to pay or collect any federal, state, local, value added, goods and services, or any other similar taxes or duties based on Services provided or sales of Hardware or Software under this Agreement, then such taxes and/or duties shall be invoiced to and paid by Client; this shall not apply to taxes based on TodoVerde income.



Master Products and Services Agreement

1.5. Warranty, Disclaimer and Exclusive Remedy

- 1.5.1. TodoVerde warrants that qualified personnel will perform the Services and that the Services will be of the kind and quality described in the Agreement.
- 1.5.2. With regard to any products (Hardware or Software) manufactured by a third party and purchased by Client from TodoVerde pursuant to this Agreement and any associated agreement including but not limited to any incorporated SOW, PO, or other agreement or proposal associated with this Agreement, TodoVerde will provide a copy of the equipment warranty and/or end user Software license agreement issued or provided by the manufacturer of said product upon request by the Client. **TodoVerde makes no independent warranty with respect to any such products or software (Hardware or Software) and provides no independent license with respect to any software (Software).**
- 1.5.3. NEITHER TODOVERDE NOR ITS SUPPLIERS EXTEND ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER TO CLIENT OR TO THIRD PARTIES, FOR ANY PRODUCTS (HARDWARE OR SOFTWARE) PROVIDED TO CLIENT UNDER THIS AGREEMENT OR ANY ASSOCIATED OR INCORPORATED AGREEMENT, INCLUDING ANY SOW OR PO. **CLIENT AGREES TO LOOK SOLELY TO THE MANUFACTURER FOR ITS WARRANTY AND ANY EXCLUSIVE REMEDIES WITH RESPECT TO ANY PRODUCTS (HARDWARE OR SOFTWARE) COVERED BY THIS AGREEMENT.** NEITHER TODOVERDE NOR ITS SUPPLIERS SHALL BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY INTERRUPTION IN SERVICE OF ANY HARDWARE, SOFTWARE OR SYSTEM, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CLIENT'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF SUCH PRODUCTS (HARDWARE OR SOFTWARE), EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER CLIENT OR ITS SUPPLIERS AND AGENTS HAVE BEEN ADVISED OF SUCH POSSIBILITY.
- 1.5.4. IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY TODOVERDE UNDER THIS AGREEMENT, CLIENT'S SOLE AND EXCLUSIVE REMEDY IS TO (1) REQUIRE RE-PERFORMANCE OF THE SERVICES TO CLIENT'S REASONABLE SATISFACTION; (2) IN THE EVENT RE-PERFORMANCE IS NOT SATISFACTORY BY THIS STANDARD, CLIENT MAY TERMINATE THE APPLICABLE ORDER CLAIMED TO HAVE BEEN BREACHED BY WRITTEN NOTICE TO TODOVERDE AND RETURN THE PRODUCT; AND, (3) IN THE EVENT RE-PERFORMANCE IS NOT SATISFACTORY AND AN ORDER IS TERMINATED, CLIENT MAY RECEIVE A PRO RATA REFUND OF ANY PRE-PAID SERVICE FEES, LESS ANY SUMS DUE AND OWING TO TODOVERDE UPON RETURN OF THE PRODUCT AND DOCUMENTATION.

2. Client Responsibilities:

- 2.1. **Payment and Terms of Sale** – Client shall pay all amounts invoiced by TodoVerde, regardless of the expiration or termination of this Agreement or any incorporated SOW, PO or other agreement or proposal associated with this Agreement, without right of set-off within thirty (30) days of the date of the invoice. These terms supersede any/all previous oral and/or written instructions or agreements, including Client SOW's or PO's. TodoVerde specifically reserves the right to assign all or any part of the proceeds of this Agreement to a third party. All goods are shipped



Master Products and Services Agreement

3. Limitation of Liability & Indemnification:

- 3.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE CUMULATIVE AGGREGATE LIABILITY OF TODOVERDE FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, ATTORNEYS' FEES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY RELEVANT AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, UNDER ANY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO THE REPAIR, REPLACEMENT OR CORRECTION OF THE SERVICES OR HARDWARE OR SOFTWARE OR, IF TODOVERDE REASONABLY DETERMINES IN ITS SOLE DISCRETION THAT SUCH REMEDY IS NOT ECONOMICALLY OR TECHNICALLY FEASIBLE, TO THE LESSER OF (I) THE AMOUNT PAID BY CLIENT UNDER THE TERMS OF THIS AGREEMENT OR ANY INCORPORATED OR RELATED AGREEMENT FOR THE SERVICES OR HARDWARE AND SOFTWARE, IF ANY; OR (II) THE MAXIMUM LIMITS OF ANY OF TODOVERDE'S APPLICABLE INSURANCE COVERAGE.
- 3.2. EXCEPT FOR DAMAGES ARISING FROM A BREACH OF CONFIDENTIALITY OBLIGATIONS, IF ANY, IN NO EVENT SHALL TODOVERDE OR CLIENT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING FROM THE AGREEMENT GIVING RISE TO THE LIABILITY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR GOODWILL OR LOST REVENUES OR LOSS OF RECORDS OR DATA, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, EVEN IF TODOVERDE OR CLIENT HAS, OR SHOULD HAVE, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.
- 3.3. CLIENT, IF NOT A PUBLIC ENTITY, TEXAS MUNICIPALITY, OR OTHER GOVERNMENT AGENCY; AGREES TO INDEMNIFY AND HOLD HARMLESS TODOVERDE, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY LIABILITY, LOSS, ASSESSMENT OR DAMAGE THEY MAY SUFFER AS A RESULT OF CLAIMS, ACTIONS, DEMANDS, COSTS OR JUDGMENTS AGAINST THEM ARISING OUT OF THE ACTIVITIES TO BE CARRIED OUT PURSUANT TO THE OBLIGATIONS OF THIS AGREEMENT OR ANY INCORPORATED PROJECT PLAN, STATEMENT OF WORK, PURCHASE ORDER OR OTHER PROPOSAL OR AGREEMENT ASSOCIATED WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, (A) THE USE BY CLIENT OF THE RESULTS OBTAINED FROM THE ACTIVITIES PERFORMED BY TODOVERDE UNDER THIS AGREEMENT, OR (B) ANY PROPERTY TAX LIABILITY TODOVERDE MIGHT INCUR OR HAVE ASSESSED AGAINST IT BY A TAXING AUTHORITY AS A RESULT OF TODOVERDE OWNING OR HOLDING PROPERTY FOR OR ON BEHALF OF CLIENT OR THAT WILL BE TRANSFERRED TO CLIENT UNDER THIS AGREEMENT. CLIENT SHALL INDEMNIFY TODOVERDE FOR ANY AND ALL SUCH PROPERTY TAXES, AND RELATED INTEREST AND PENALTIES WHICH MAY BE ASSESSED. NOTWITHSTANDING THE FOREGOING, ANY LIABILITY, LOSS OR DAMAGE RESULTING FROM THE NEGLIGENCE OR WILLFUL



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MALFEASANCE OF ANY OFFICER, DIRECTOR, AGENT OR EMPLOYEE OF TODOVERDE IS EXCLUDED FROM THIS AGREEMENT TO INDEMNIFY AND HOLD HARMLESS.

4. General Terms:

- 4.1. This Agreement shall commence when fully executed by the parties hereto and shall remain in effect until terminated by either party upon thirty (30) days prior written notice provided that no associated or incorporated agreement is in effect.
- 4.2. In the event of any failure to make a payment due hereunder, the insolvency of Client, the filing of a petition in bankruptcy by or against Client, the appointment of a receiver for Client, an assignment for the benefit of creditors of Client, or the Client's failure to meet any of its responsibilities hereunder, TodoVerde may terminate this Agreement or any associated or incorporated agreements, refuse to provide or suspend Services thereunder, cancel or suspend any orders for Hardware or Software and exercise any or all other rights and remedies provided by law.
- 4.3. The following provisions shall survive the termination of this Agreement: Sections 1.1, 1.2, 1.3, 1.5, 2.1, 2.2, 2.4, 3.1, 3.2, 3.3 and 4.4.
- 4.4. Client recognizes that TodoVerde has made a substantial investment in recruiting and/or retaining employees, contractors and/or other resources. As such, during the term of this Agreement and for 12 months thereafter, Client agrees that it shall not, directly or indirectly hire or retain for employment (or any other professional relationship, contractor association, etc.) any employee or contractor of TodoVerde who was involved in the services performed hereunder. If during the term of this Agreement or for twelve months thereafter, Client directly or indirectly retains the services (whether as an employee, independent contractor, or otherwise) of any employee or contractor of TodoVerde who was involved in the services provided hereunder or who otherwise provided services for Client on behalf of TodoVerde, Client agrees that TodoVerde will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, Client agrees that for each such TodoVerde employee or other professional hired by Client, Client will pay TodoVerde an amount equivalent to one year of the employee's or other individual's salary or other compensation.
- 4.5. In performing this Agreement, TodoVerde is acting as an independent contractor and not as an employee or agent of Client. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Each party agrees that it has no authority hereunder to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other party.
- 4.6. TodoVerde staff performing the Services and/or selling Hardware or Software to Client shall at all times remain under the direction and control of TodoVerde. TodoVerde reserves its rights to replace any TodoVerde employee with another of like qualifications and experience. Reasonable notice will be given when such replacement is required and TodoVerde shall endeavor to maintain continuity of effort. For purposes of this Agreement, TodoVerde shall be permitted to subcontract portions of its obligations under this Agreement including the Services to be performed under this Agreement to third parties.
- 4.7. The obligations of either TodoVerde or Client (except Client's payment obligation) hereunder shall be suspended to the extent that such party is hindered or prevented from complying therewith because of labor disturbances, acts of God, fires, storms, accidents, riot, governmental regulations, or any cause whatsoever not within its control.
- 4.8. This Agreement shall be construed in accordance with the internal laws of the State of Texas (irrespective of its choice of law principles). If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force, and the remainder of



Master Products and Services Agreement

this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as to best effect the intent of the parties hereto.

- 4.9. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment, indemnification, or breach of either party's intellectual property or confidentiality rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.
- 4.10. Each party agrees to comply with all relevant laws and regulations of the United States and the country or territory in which the Services are provided, including but not limited to export laws ("Laws") to assure that neither any deliverable, if any, nor any direct product thereof is: a) exported, directly or indirectly, in violation of Laws, or b) intended to be used for any purposes prohibited by the Laws, including without limitation encryption technology, nuclear, chemical, or biological weapons proliferation.
- 4.11. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Texas or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover from the other party all of its reasonable attorneys' fees and costs (including, without limitation, expert costs) incurred in connection with such dispute, including but not limited to all reasonable arbitration costs and expenses.
- 4.12. This Agreement, and any incorporated SOW, PO or other proposal or agreement executed by and between the parties pursuant to this Agreement as well as TodoVerde invoices arising thereunder, constitute the complete and exclusive statement of the parties' agreement about the Services to be performed and Hardware or Software to be provided under the Agreement(s), and supersede all prior communications relating to the subject matter of the Agreement(s). Additional or conflicting terms of any current or future Client SOW, PO or other agreement are hereby rejected. This Agreement can be modified only in writing signed by an authorized signatory of each of the parties. The section titles contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Both TodoVerde and Client have read this Agreement, understand it, and accept its terms. The above signed each represent and warrant that he or she has authority to enter into and execute this Agreement on behalf of the party for whom he or she is signing.

TodoVerde

TodoVerde LLC
8008 Vineyard Ct
Burleson, TX 76028
Email PO to jeff@todoverdellc.com

Date: 6/8/2022
Customer: City of Joshua
Customer contact: Amber Bransom
Customer Telephone: 682-317-2801
Customer Email: abransom@cityofjoshuatx.us
Sales Person: Phoward
Quote Number: 220608

				TIPS
Item	Description	Qty	Unit Price	Extended Price
TV-MS- WKSTN-STD	WORKSTATION MANAGEMENT PLAN	47	\$80.00	\$3,760.00
TV-MS-SRV-STD	SERVER MANAGEMENT SUPPORT	11	\$85.00	\$935.00
TV-MS-VM-HOST-STD	MANAGED VM HOSTS	1	\$85.00	\$85.00
TV-MS-NW-FW-SEC-STD	MANAGED NETWORK FIREWALLS	2	\$75.00	\$150.00
TV-MS-NW-SW-STD	MANAGED NETWORK SWITCHES	9	\$40.00	\$360.00
TV-MS-NW-AP-STD	MANAGED AP'S AND WIFI SUPPORT	19	\$30.00	\$570.00
TV-PS-SVCS-HR-MO	4 HOURS ONSITE SUPPORT PER MONTH INCLUDED	4	INCLUDED	\$0.00
ONBOARDING	ONE TIME CHARGE FOR ITEMS IN EXHIBIT A	1	\$11,780.00	\$11,780.00
Total Monthly Charges	Monthly charges for Managed Services			\$5,860.00

Terms and Conditions

- 1> Quotation Valid For 30 Days.
2> All Prices are in US Dollars.
3> Prices do not include taxes. Customer shall be responsible for any applicable taxes.
Please forward tax-exempt certificate as appropriate.
4> Hardware and software F.O.B.Destination.

Todo Verde LLC		
Patrick Howard Account Manager phoward@todoverdellc.com	Jared Rojas Sr Project Manager jrojas@todoverdellc.com	Dorey Thompson Solutions Architect 432-528-3034 dorey@todoverdellc.com



City of Joshua June 2022

- Online Asset Management
- Online Trouble Ticket Management
- Online License Management
- Spyware and Adware Removal
- Includes Antivirus licensing

Managed VM Host

Create Rules and monitoring
Patching if necessary staying in same version

Managed Network Firewall

Create Rules and monitoring, software upgrades for supported firewalls

Managed Network Switch

Traffic Flow and statistics along with configuration management

Managed Network WiFi Access Point. Monitored for various settings

Pro Services for onsite support- 4 hours/ monthly

Onboarding:

Inventory Assets & Perform Maintenance

- Physical Servers
- Virtual Servers
- Disk storage
- Firewall's/Routers
- Network appliances
- Network switches
- Connectivity and make recommendations
- UPS battery check/replacement plan
- Clients (Desktops/Laptops/MDC's/Tablets)
- Printers
- Address Microsoft Licensing (Office/Teams/Sharepoint)
- Address standard software needs.
- Create standard image for reproduction
- Check backup system- make recommended changes
- Plan internet disaster recovery solution including:
 - Redundant Internet Service Providers
 - Redundant Routers with Load Balancing & Failover capability

Fully configured & tested



City of Joshua June 2022

City of Joshua Managed Services

Exhibit A

City of Joshua scope details

Workstation Management Plan:

- Unlimited Remote Control Support
- Microsoft Application Support Maintenance
- Online Asset Management
- Online Trouble Ticket Management
- Online License Management
- Desktop Optimization & Management
- Spyware and Adware Removal
- VPN Client Management
- Windows Patch Management
- Antivirus Software Management & Update
- Includes Antivirus Licensing

Server Management Support Plan:

- Unlimited Phone Support
- Unlimited Remote Control Support
- Service Availability Monitoring Maintenance
- Microsoft Patch Management
- Event Log Monitoring
- Log File Maintenance
- Drive Space Monitoring
- Printer Setting Management
- Quarterly On-Site Maintenance Security
- User Account Administration
- File Sharing Permission Administration
- Security Administration
- Virus Definition & Prevention



City of Joshua June 2022

City of Joshua

(Signature)

(Printed Name)

(Title)

(Date)

Joshua Managed Services Agreement

Submitted to

City of Joshua

Client	City of Joshua
Client Contact	Amber Bransom
Client Email Address	abransom@cityofjoshuatx.us
TODOVERDE Contact	Patrick Howard
TODOVERDE Email	phoward@todoverdellc.com
TODOVERDE Phone Number	(714)322-0158
SOW Number	220617
Creation Date	6/1/2022

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1 Project Scope

This Statement of Work (SOW) defines the services that TodoVerde, will deliver to City of Joshua (City of Joshua or Customer). Each of the parties' responsibilities is defined to provide a clear understanding of the scope of Managed Services for Managed Service.

The pricing submitted with this SOW reflects services and responsibilities described herein.

1.1 Project Description

City of Joshua has engaged TODOVERDE to provide a SOW for Managed Services in support of City of Joshua.

1.2 Project Planning and Onboarding

TODOVERDE follows a project onboarding process that begins with planning the project with the key stakeholders. The process begins with planning for all requirements, dependencies, success criteria, as well as challenges and risks to the project will be identified.

The project initiation will consist of the following tasks:

- Define roles and responsibilities of the project core team
- Articulate project objectives, priorities, technologies being deployed, and key deliverables
- Identify the work required to achieve the project goals
- Establish a high-level schedule for the project
- Develop strategies for mitigating major project risks
- Plan the project success criteria
- Understand project dependencies
- TODOVERDE and City of Joshua will jointly define the due dates for customer owned prerequisites. TODOVERDE understands these dates are required to achieve the project outcome and may trigger changes to the project scope

1.2.1 Project Sites

City of Joshua services locations that have initially been identified are located across the City of Joshua.

2 Project Overview

2.1.1 Scope Considerations

The scope is outlined in the table below. Significant variance from this information may result in a Change Order and may incur a revised SOW. Should the noted scope or scoping details be inaccurate, the proposal can be revised to incorporate required changes.

Details	
Customer detail	City of Joshua
Recommended service	TODOVERDE Managed Services
# Of Locations	All City offices
Term	Twelve(12) month initial term

2.1.2 Proposed Architecture

Managed Services will be delivered using the TODOVERDE agents deployed as Virtual Machines on Customer owned infrastructure. The Virtual Machines consist of a Microsoft Window 10 environment with a proprietary Monitoring and Management Agent, and a Linux based network monitoring Virtual Machine. Also Managed Antivirus, , DNS filtering, and SPAM filtering for all managed end points will be included in fee to be part of this service included

3 Project Definition

3.1.1 In Scope

The following equipment and monitored devices are defined as in scope:

- Network Switching / Wireless
- Compute (physical or virtual)
- VMware Virtualization
- Firewalls / Routers
- Workstations various manufactures
- Onsite Visits as defined by TODOVERDE maximum hours per week unless emergency
- Hardware Budgeting
- Microsoft Software Contract management
- Hardware and software recommendations

The service required is to provide a managed service for City of Joshua Managed Services.

It is noted that the customer may expand over time and the managed service for these can be added via Change Order. Additional Services will be quoted on the Change Order dependent on size/scope and are not listed within this SOW. Details of scope are provided in **Exhibit A**.

3.1.2 Out of Scope

Any services outside of the scope identified herein. It is noted that this project may form part of a much larger engagement for SOC Services, and those Services will be quoted in a separate agreement when identified.

3.1.3 Project Change Control

In the process of an engagement, additional work may be required based upon on-site discovery or changes requested by the Customer. If variations from the original SOW are deemed necessary, a mutually agreed-upon Change Order will be created. City of Joshua will provide a Change Order for the Customer to review and sign before any work outside the original scope is performed or additional expenses are invoiced.

The Change Order will specifically address the work, software, or other items added to the SOW and the associated costs. A brief explanation of the requirements for the changes will also be included.

4 Service Description

4.1.1 Definitions

Customer: The Company procuring the managed service

Co-Management: Both the Customer and City of Joshua have full access to the Device/Asset for any changes or updates

Device/Asset: A combination of hardware, software and licensing that is to be monitored/managed as part of the Service

Event or Incident: An activity that has been identified to represent an interruption in service.

Log: A record of activity written by a network element, computing platform, etc. for such purposes as recording events, errors, status messages, or other operating details

OBQ: Onboarding Questionnaire. A document or online tool to gather all the required information to set up the Service.

Onboarding: The activities and process to bring the Customer in to live Service.

POC: Customer point of contact for managed service

Web Portal: TODOVERDE's web-based managed services platform

NOC: Operations Center located in Dallas, TX (Infomart).

SOW: Statement of Work

Ticket: Comes in various forms such as, but not limited to:

- *Support Ticket* – Used to log and progress Tickets of a support nature (eg., creation of new web portal user accounts).
- *Network Incident Ticket* - An activity positively identified for further investigation that warrants follow up.
- *Change Request Ticket* – Used for creating requests for workload to be implemented (e.g., updating a set of Rules).

4.1.2 Solution Overview

TODOVERDE will provide a managed service for the Customer. The service is based on the following:

TODOVERDE Managed Services	Service
24 x 7 x 365 Support P1 Tickets	Yes
Web Based Customer Portal	Yes
Console Access (Through Customer Portal)	Yes
Performance Reporting (Typically Monthly)	Yes
Root Cause Analysis (RCA) on Major Events	Yes
Ongoing Core Maintenance	Yes
Management of System & Software Updates utilizing Patch and Deploy	Yes
Asset Management Inventory	Yes
Remote Troubleshooting	Yes

Hours of Operation: TODOVERDE's managed services are delivered through the Operations Center which operate 24 hours per day, 7 days per week, and 365 days per year.

Language Support: All Services, Portal and communications are provided in English language only.

Ticketing: Ticket types include but are not limited to the following: Network Incident, Support Ticket and Change Request. The assignee of a Ticket will always be a TODOVERDE representative and if the status of the Ticket is set to "Waiting for Customer", then the progress of the Ticket is the responsibility of the Customer's designated POC(s).

Tickets have 4 severity levels as below:

- *P1 Emergency* – System down or potential security Incident that warrants urgent attention
- *P2 Critical* – Significant impact that could lead into a security Incident or system outage if not addressed
- *P3 Warning* – Moderate loss of functionality or security that should be addressed
- *P4 Informational* – Supporting information and notification of behavior

The TODOVERDE Analyst will work closely with the Customer's designated POC(s) to progress and resolve the Ticket where appropriate. If the Customer does not respond to the Ticket in a timely manner, TODOVERDE reserves the right to close the Ticket and tune out the logs to stop it reoccurring.

Tickets can be updated/progressed within the Web Portal or via email by responding to the Ticket update email that will get sent to all those set as a 'Follower' within the Ticket. 'Followers' can be automatically assigned for all Customer Tickets or individually depending on the actual Ticket. 'Followers' are confirmed during onboarding and can be adapted throughout the lifetime of the Service.

4.1.3 Service Agents

Asset	<p>TODOVERDE will use the Asset agent to maintain an accurate report of assets with real-time data:</p> <ul style="list-style-type: none"> ▪ Online/Offline inventory
-------	--

	<ul style="list-style-type: none"> ▪ SNMP data collection ▪ Inventory reports ▪ Active users
Deploy	<p>TODOVERDE will use the Deploy agent to install, update, and remove software across network targets:</p> <ul style="list-style-type: none"> ▪ Install, update, and remove applications ▪ Deploy to flexible set of targets ▪ Update existing software to latest version
Patching	<p>TODOVERDE will use the Patch agent to provide automated OS patching by scanning and deploying required patches for Windows endpoints:</p> <ul style="list-style-type: none"> ▪ Quick and accurate listings of vulnerable systems ▪ Deploy patches by the most efficient means for each endpoint ▪ Confirm patch installations ▪ Mean time to patch reporting on customizable patch lists
Performance	<p>TODOVERDE will use the Performance agent to analyze resource consumption, application health, and system health of endpoints:</p> <ul style="list-style-type: none"> ▪ Monitor and alert on critical performance metrics ▪ Directly connect to specific endpoints to determine potential root cause ▪ Proactively analyze the health of endpoints and triage problems

4.1.4 Web Portal

TODOVERDE provides a Web Portal for access and visibility to the monitored network. The Web Portal is the interaction between the Help Desk Analysts and the Customer. Through the Web Portal, customers can:

- View Dashboards for summary of Service
- View and search Alert logs and Events
- View and update profile information
- Access Service Reports
- Search, update and manage all types of Tickets

TODOVERDE will provide both standard and configurable reporting to the Customer based on requirements. The reporting will be designed during the onboarding Phase and can be updated at any point throughout the contract.

4.1.5 Onboarding

TODOVERDE will work with the Customer to bring the Service live during the onboarding process. The initial go live phase is typically 30 days but will depend on pace agreed with the Customer. Ongoing growth and expansion of the network can be accommodated at a much more assertive pace. The onboarding consists of 2 parallel streams:

- *Technical* – to set up the infrastructure required for the service.

- *Information Gathering* – to provide as much context as possible to enrich the analysis. This involves either completing a document or online tool to gather all the required information to set up the Service.

Once the onboarding is complete, the Service is considered live. All this is handled and communicated through the onboarding Process.

4.1.6 Service Level Agreement

Ticket SLAs are measured as follows:

- ‘Time to Respond’ is measured from when the Ticket is created to when it is first touched by a TODOVERDE Engineer.
- ‘Target to Address’ is the target time to implement a workaround or fix for the Ticket.

Priority	Time to Respond	Target to Address
P1 Critical Impact	1 Hour	TTR + 4 hours
P2 Significant Impact	4 hours	TTR + 8 Hours
P3 Normal/Minor	24 hours	72 hours
P4 Low/Information	48 hours	7 days

SLA Exceptions: The following exclusions are not included in the SLA calculation:

- Scheduled maintenance work required by TODOVERDE
- Change management requirements affecting managed devices
- Circumstances beyond the reasonable control of TODOVERDE
- Network or policy changes to a managed device not performed by TODOVERDE
- Loss of connectivity due to Customer connectivity issues or Customer managed issues

Maintenance Window: The TODOVERDE infrastructure maintenance window is 10pm-12am CST, it is very rare that Maintenance Windows are required that incur an interruption to the Portal or Service. Should there be a requirement for a period of time to conduct any maintenance, TODOVERDE reserves the right to communicate that Maintenance Window in advance through the notification system in the Portal.

4.1.7 Customer Pre-requisites

The following requirements must be confirmed by the Customer for the operation of the Service:

- *Software License/Subscriptions* – Service must have the appropriate full manufacturer’s product license and subscriptions for the duration of the Service.

- **Hardware Support** – All Devices/Assets must have the appropriate full manufacturer’s support for the duration of the Service
- **Software limitations** - only the manufacturer’s application(s) and operating system are to be run on the Asset/Device
- **Connectivity** - Customer will ensure Customer-side access and connectivity to all Device/Assets as appropriate.
- **Customer Point of Contact (POC)** – The Customer is responsible for providing TODOVERDE a primary point of contact (POC). The POC will provide access to knowledgeable technical staff, and/or third-party resources, to assist TODOVERDE with any hands-on support or working with third-party vendors.

TODOVERDE supports a Fair Use Policy for the number of Tickets and Change Requests used in the Service. There is no limit on the number of Incident and Support Tickets used but TODOVERDE reserves the right to review the volume of Change Requests per Customer if it is determined that the Change Requests are being improperly used.

5 Customer Responsibilities

All services performed by TODOVERDE will be based on the following assumptions and Customer responsibilities:

- City of Joshua will designate a single point of contact to whom all communications may be addressed and who has the authority to act on all aspects of the services throughout the duration of the project; such contact shall be available during normal hours of business (Monday through Friday, 8:00am to 5:00pm local time, excluding holidays)
- City of Joshua will provide remote access to all customer sites and facilities as mutually agreed by both parties during the course of the project.
- TODOVERDE and City of Joshua will jointly define standard configuration templates by the mutually agreed upon date defined during the project kickoff and documented in the project plan of record
- TODOVERDE and City of Joshua will jointly define the required physical and logical site information by the mutually agreed upon date defined during the project kickoff and documented in the project plan of record
- City of Joshua will supply access information and credentials to the engineer(s) for any tools and all existing equipment that needs to be configured or may need to be modified within five (5) business days of TODOVERDE’s written request for access
- City of Joshua will provide Virtual Private Network (VPN) or other remote access and appropriate credentials in order to complete this project

Note: Success of the project is dependent on the responsibilities above. If responsibilities indicated above are not completed prior to the deployment date, the project timelines may need to be rescheduled based on TODOVERDE engineering availability.

6 Assumptions

In preparing this SOW, TODOVERDE made certain assumptions for items not expressly documented during discussions with City of Joshua. Changes to these assumptions may affect scope and cost.

- TODOVERDE will not be responsible for any project delays or costs caused by failure to deliver or by delayed provision of information, systems, or feedback from City of Joshua or third party vendors
- Tasks will be completed during normal business hours between 8:00 a.m. and 5:00 p.m. project site local time, Monday through Friday, excluding TODOVERDE-observed holidays, unless otherwise negotiated and noted in this SOW
- Changes to the scope of work identified during the project will require a Change Order Form that could affect the schedule, milestone, or cost of the project
- TODOVERDE will assign all staff resources as to best-fit total requirements and no individual employee is being specifically promised or quoted for this project
- TODOVERDE shall rely upon any standard operating procedures or practices of City of Joshua and any direction or regulatory or other guidance provided by City of Joshua as agreed to during the project kickoff
- TODOVERDE is not providing any warranty regarding, and is not liable for, any third party software, documentation, equipment, tools or other products or materials, even if recommended by TODOVERDE
- Time estimates for the implementation of the solution do not include time required for Customer change control processes. Any change control process delays that impact the time and level of effort to deliver the solution will incur a change order for the time difference
- TODOVERDE may deliver the Services through a combination of employees, contractors, and subcontractors working under TODOVERDE's direction, at TODOVERDE's discretion
- The services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, City of Joshua and City of Joshua
- All business days worked as part of this project will be consecutive unless agreed to in advance by both TODOVERDE and City of Joshua
- Knowledge transfer will not include any courseware or formal lab manuals. It will be hands-on knowledge transfer on the deployed solution within the City of Joshua environment. This is an informal sharing of information between technical peers and is intended to supplement but not replace any manufacturer's formal system implementation or administration classes.
- If at any time, the United States Government or its duly appointed representatives issues a safety, terrorism, tariff, or other legally binding statement that impacts TODOVERDE's ability to transact business in the effected country, TODOVERDE reserves the right to defer or exclude scope obligations for the countries impacted. TODOVERDE will reduce the cost commensurate with the reduced scope
- This SOW has been developed based on the assumption that there are no scheduled cutover/change windows or change control requirements. If change control or scheduled cutovers are required, this will be managed through the Change Order process
- TODOVERDE does not require access to or receipt of any personally identifiable information, protected health information, sensitive Customer information or other structured personal

or sensitive information as defined by applicable data protection laws ("Protected Data") in its performance of the Services hereunder.

- Access to or receipt of any Protected Data is expressly out of scope under this SOW. As such, Customer will not provide TODOVERDE with Protected Data or access to Protected Data hereunder and any such receipt or access will require prior agreement by both parties to determine applicable controls, processes, security measures, or other requirements.
- Some specific training will be provided and will be described through onboarding process.



7 Pricing Summary

This is a Firm Fixed price project as described above. Costs for hardware and software are not included in TODOVERDE's fees. Work will be performed remotely.

Resource	Qty	Rate (Monthly per MEK)
Initial Onboarding Fee	1	\$11,780 One Time
Managed Workstations		\$80.00 each
Managed Servers		\$85.00 each
Managed Firewall		\$75.00 each
Managed Network Switch		\$40.00 each
Managed WiFi		\$30.00 each
Managed VM Hosts		\$85.00 each

***Note:**

- Pricing shown in U.S. dollars
- Taxes are not included in the above pricing
- City of Joshua will be billed monthly in advance upon completion of onboarding
- Payment Terms are net-10 days from TODOVERDE invoice date

Contract Term and Dates	
Initial term (months)	Twelve(12) months
Service start date	TBD
Service billing start date	TBD



Appendix 1: Approval to Proceed with Project

The undersigned parties each understand and agree that this SOW accurately sets forth the services that TodoVerde will provide City of Joshua.

City of Joshua

A handwritten signature in blue ink, appearing to read 'Mike Pennoch'.

(Signature)

The name 'Mike Pennoch' written in blue ink.

(Printed Name)

The words 'City Manager' written in blue ink.

(Title)

The date '6/23/2022' written in blue ink.

(Date)

TodoVerde, LLC

(Signature)

(Printed Name)

(Title)

(Date)

INTERLOCAL AGREEMENT – JCSUD AND THE CITY OF JOSHUA
WATER UTILITIES FACILITIES RELOCATION AND MAINTENANCE
JOSHUA MEADOWS PH 3C

This **INTERLOCAL AGREEMENT FOR WATER UTILITIES FACILITIES RELOCATION AND MAINTENANCE** (“Agreement”) relative to the Joshua Meadows Ph 3C in the City of Joshua is entered into by and between Johnson County Special Utility District (“JCSUD”) and the City of Joshua, Texas (“Joshua” or the “City”), to be effective as of the last date of execution by JCSUD and Joshua (the “Effective Date”). JCSUD and Joshua may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, JCSUD is a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution and operating under Chapters 49 and 65 of the Texas Water Code; and

WHEREAS, Joshua is a home-rule city acting under its charter adopted pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code, as amended; and

WHEREAS, on or about [REDACTED], the City approved a planned development for single-family residential development on 49.763 acres, more or less, to be known as the Joshua Meadows Ph 3C (the “Development”), and a legal description of such property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, on or about July 14, 2022, JCSUD approved a planned development for single-family residential development consisting of 48 lot(s), without offsite improvements, to be known as the Joshua Meadows Ph 3C (the “Development”), an overall water facilities layout of said development is attached hereto as Exhibit B and incorporated by reference; and

WHEREAS, Joshua may act to take on certain capital projects (the “Projects”) such as roadway extensions or other right-of-way adjustments as designated by Joshua relative to the Development for the intended purpose of improved public access, including but not limited to additional lane capacity, storm drainage improvements, curbing, etc.; and

WHEREAS, such Projects relative to the Development may necessitate the adjustment, removal, and/or relocation of certain water utilities facilities belonging to JCSUD, including but not limited to engineering, easement acquisition costs, and construction to relocate JCSUD utility lines along, within, or across any right-of-way within the City; and

WHEREAS, JCSUD is willing to work with the City to permit the relocation necessary for such projects relative to the Development, according to the terms and conditions set forth herein, including but not limited to reimbursement for any relocation.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which being hereby acknowledged, the Parties agree as follows:

I. RELOCATION

1. Area and Facilities Subject to Relocation. The Parties agree that the Projects relative to the Development will be thoroughly described and defined in any Project plans as submitted along with the City's formal request for relocation of waterline facilities.
2. Responsibility for Construction. The Parties agree that JCSUD shall be responsible for conducting necessary engineering, inspection, and/or surveying of the area to which the water utilities facilities will be relocated, and acquiring easements for the relocation. The Parties agree that JCSUD shall review and approve the construction plans and provide inspection during construction. JCSUD agrees that Joshua may assign the necessary engineering, and/or subcontract any relocation work to any contractor, including to the general contractor selected by Joshua to undertake all or part of the Projects.
3. Construction Notice. After the Effective Date, Joshua agrees to provide written notice authorizing JCSUD to begin performing work for any relocation ("Construction Notice"). JCSUD agrees to perform such work diligently, and to conclude the relocation within one (1) year from the date of JCSUD's receipt of the Construction Notice ("Completion Date"). However, the Completion Date shall be extended for delays caused by events outside JCSUD's control, including but not limited to a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood, adverse weather, or other act of God, sabotage, interference by Joshua, including suspension under Section II of this Agreement, or any third party with JCSUD's ability to proceed with any relocation, or any other event in which JCSUD has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of JCSUD.

II. REIMBURSEMENT

1. Costs. Joshua agrees to reimburse JCSUD for any and all costs associated incurred by it with any water utilities facilities relocation relative to the Development, including, but not limited to, engineering, design, surveying, permitting, legal, and other consulting costs, costs of acquiring easements, oversight costs associated with JCSUD's internal administration and staff, and any and all construction and inspection costs.
 - i. The Parties agree that the estimated costs constitute a reasonable estimate of the costs of any relocation. The Parties acknowledge that the costs may increase or decrease from the total amount but such increase or decrease shall not relieve Joshua of the duty to reimburse JCSUD. If JCSUD anticipates an increase in the estimated costs of more than five percent (5%), then JCSUD or its engineer will provide a change order to Joshua identifying the amount of the anticipated change and the reason for the anticipated change ("Change Order"). JCSUD agrees to use reasonable efforts to provide any Change Order to Joshua within fourteen (14) days of the date that JCSUD, or its engineer, determines that an increase in costs is anticipated.
 - ii. In the event JCSUD elects to assign any relocation construction to Joshua for administration by Joshua's general contractor in accordance with Section I.2. of

this Agreement, the Parties agree that Joshua may pay its general contractor directly rather than reimbursing JCSUD for costs incurred by the general contractor.

- iii. Joshua will not be responsible for the incremental construction costs, as reasonably determined by JCSUD's engineer, resulting from the improvement, upgrading, oversizing, or betterment (the "Betterment") of existing facilities; provided, however, that nothing herein shall prohibit JCSUD from electing to improve or otherwise better its facilities simultaneously with any relocation. The expected incremental construction costs associated with the Betterment shall be listed and itemized in writing by JCSUD.
- iv. Where JCSUD's policies, rules, and procedures, then in effect, require a particular line to be of a different size than the existing line which is subject to relocation (including JCSUD's minimum line size policy), the Parties acknowledge and agree that meeting the requirements of such a policy, rule or procedure will not be considered Betterment and the costs of such change will not be within the Betterment costs.

2. Invoices. JCSUD agrees to account for any relocation costs using JCSUD's established accounting procedures. JCSUD will submit invoices for work performed on an incremental basis throughout any relocation. JCSUD will provide documentation in support of the invoices as reasonably requested in writing by Joshua.

3. Payment of Invoices. Joshua will pay the invoices submitted by JCSUD within thirty (30) days of Joshua's receipt of the invoice. If Joshua disputes any amount of an invoice, Joshua agrees to pay the full amount of the invoice and to submit notice, in writing, to JCSUD of the amount Joshua disputes and the reason for such dispute within thirty (30) days of receipt of the invoice. Invoices for which no such timely notification is received shall be deemed accepted by Joshua as true and correct. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

4. Failure to Pay Invoices. Joshua agrees that the failure to pay any invoice within sixty (60) days of receipt of the invoice will constitute a material breach of this Agreement and will entitle JCSUD to all remedies available in law or in equity, including, but not limited to, termination of this Agreement. All late payments shall bear interest at the lesser rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Joshua shall also reimburse JCSUD for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available, JCSUD shall be entitled to suspend any Project if Joshua fails to pay any invoice when due hereunder and such failure continues for sixty (60) days following written notice thereof.

III. MAINTENANCE

The Parties agree that JCSUD shall be the entity of record to repair its distribution lines and all related facilities as needed to maintain normal operations. Joshua agrees that JCSUD may place, construct, maintain and operate new water utilities facilities for the Development in Joshua's right-of-way or easements; however, in the event that Joshua thereafter desires the relocation of those water utilities facilities, Joshua shall be responsible for the costs associated with such relocation,

and JCSUD and Joshua will coordinate the relocation process. JCSUD may utilize appropriate Joshua contractors or in-house forces on a “cost plus” basis when such use is available without causing delay or harm to Joshua.

IV. BENEFIT

Absent this Agreement, JCSUD would seek to install all distribution/collection lines and related facilities within an easement at every opportunity since JCSUD is subject to the City’s demand to relocate utilities when Joshua engages a capital project where its placement will be in conflict with the existing location of JCSUD’s utilities within the City right-of-way. This Agreement enables JCSUD to comply with the City’s development standards whereby water and sewer facilities are planned and installed within the jurisdictional area of the City and its rights-of-way to optimize land use to the benefit of Joshua and its development planning relative to the Development. Accordingly, Joshua assures that JCSUD water and sewer facilities may be located within the City right-of-way and while other utilities may cross over, Joshua shall ensure no other utilizes run along JCSUD’s facilities closer than two feet (2’) from JCSUD’s facilities so that normal maintenance is not impeded.

V. MISCELLANEOUS

1. Notices. Notices shall be in writing and delivered personally, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile transmission (receipt of such transmission to be acknowledged by the recipient) to the Parties at their respective addresses shown below:

Johnson County Special Utility District
Attn. Terry Kelley, General Manager
P.O. Box 509
Cleburne, TX 76033
(817) 760-5200

City of Joshua
Attn: Josh Jones, City Manager
101 S. Main St.
Joshua, TX 76058
(817) 558-7447

2. Compliance with Applicable Laws. The Parties agree that they will comply with all federal and state laws, rules, and regulations applicable to construction associated with the Projects and any relocation.

3. Disclaimer of Indemnification. The Parties agree that neither of them may indemnify the other under Texas state law for any reason, including any tort or other claim for (i) any injury or death of any person; (ii) any loss or damage to a vehicle or other personal property; or (iii) any loss or damage to any real property.

4. Governing Laws. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

5. Venue. The obligations and undertakings of each of the Parties to this Agreement shall be performed in Johnson County, Texas. The parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Johnson County, Texas.

6. Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries to this Agreement.

7. Attorneys' Fees. Except as provided in Section II of this Agreement, each Party shall bear its own attorneys' fees and costs related to this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party that is not contained in this Agreement shall be valid, binding, or of any force or effect.

9. Exhibits. All Exhibits hereto are incorporated as if set forth in their entirety in this Agreement.

10. Amendment. Any amendments to this Agreement must be in writing and signed by all the Parties.

11. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns. Notwithstanding the foregoing, no Party to this Agreement may assign their rights or obligations under this Agreement without the written consent of the other Parties.

12. Construction. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. When required by context, the gender of words in this Agreement includes the masculine, feminine, and neuter genders and the singular includes the plural (and vice-versa). The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

13. Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

14. Authority. The respective signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of their respective Party, and that such signatory has received the necessary approval of its governing body to execute this Agreement on the Party's behalf.

15. Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which counterparts, when taken together, shall constitute one and the same Agreement. The Parties agree that delivery of a signed counterpart, or the signed

Agreement or amendment by facsimile or electronic mail, shall be deemed the same as the delivery of an original document.

16. Enforceability. The Parties acknowledge and agree that this Agreement is a written contract stating the essential terms of the Parties' agreement for providing goods and services under Subchapter I of Chapter 271 of the Texas Local Government Code.

17. Waiver. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

JOHNSON COUNTY SPECIAL UTILITY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

[SEAL]

CITY OF JOSHUA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

[SEAL]

EXHIBIT A

(Property Legal Description)

EXHIBIT B

(Mockingbird Hills PH 1- JCSUD Approved Water Facilities Layout)

**APPROVED PLANS FOR WATER FACILITIES INFRASTRUCTURE WILL BE
INSERTED HERE BEFORE SIGNING**

CONSTRUCTION PLANS FOR JOSHUA MEADOWS, PHASE 3C ADDITION PAVING, DRAINAGE, WATER & SANITARY SEWER IMPROVEMENTS



CITY OF JOSHUA, TEXAS
Mike Peacock City Manager
COUNCIL MEMBERS
Joe Hollam Mayor
Rick DePriest Place 1
Mike Kidd Place 2
Angela Nichols Place 3
Merle Breitenstein Place 4
Robert Fleming Place 5
Scott Kimble Place 6

Developer:
Joshua Development Company, LTD
5137 Davis Blvd
North Richland Hills, TX 76180

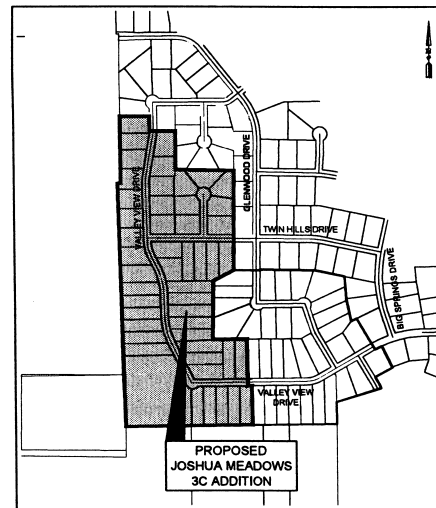
SUBMITTED BY:

NEEL-SCHAFER
Solutions you can build upon
F-2697
2501 AVENUE J, SUITE 120
ARLINGTON, TX 76006
(817) 548-0696 MAIN
TSPE FIRM NO. F-2697

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FOR REVIEW ONLY**
THESE DOCUMENTS ARE FOR DESIGN REVIEW
AND NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES. THEY WERE
PREPARED BY, OR UNDER SUPERVISION OF:
DEREK B. CHEATHAM 65410 06/16/2022
P.E. No. Date

DEREK B. CHEATHAM, P.E. DATE

CITY OF JOSHUA JOHNSON COUNTY TEXAS

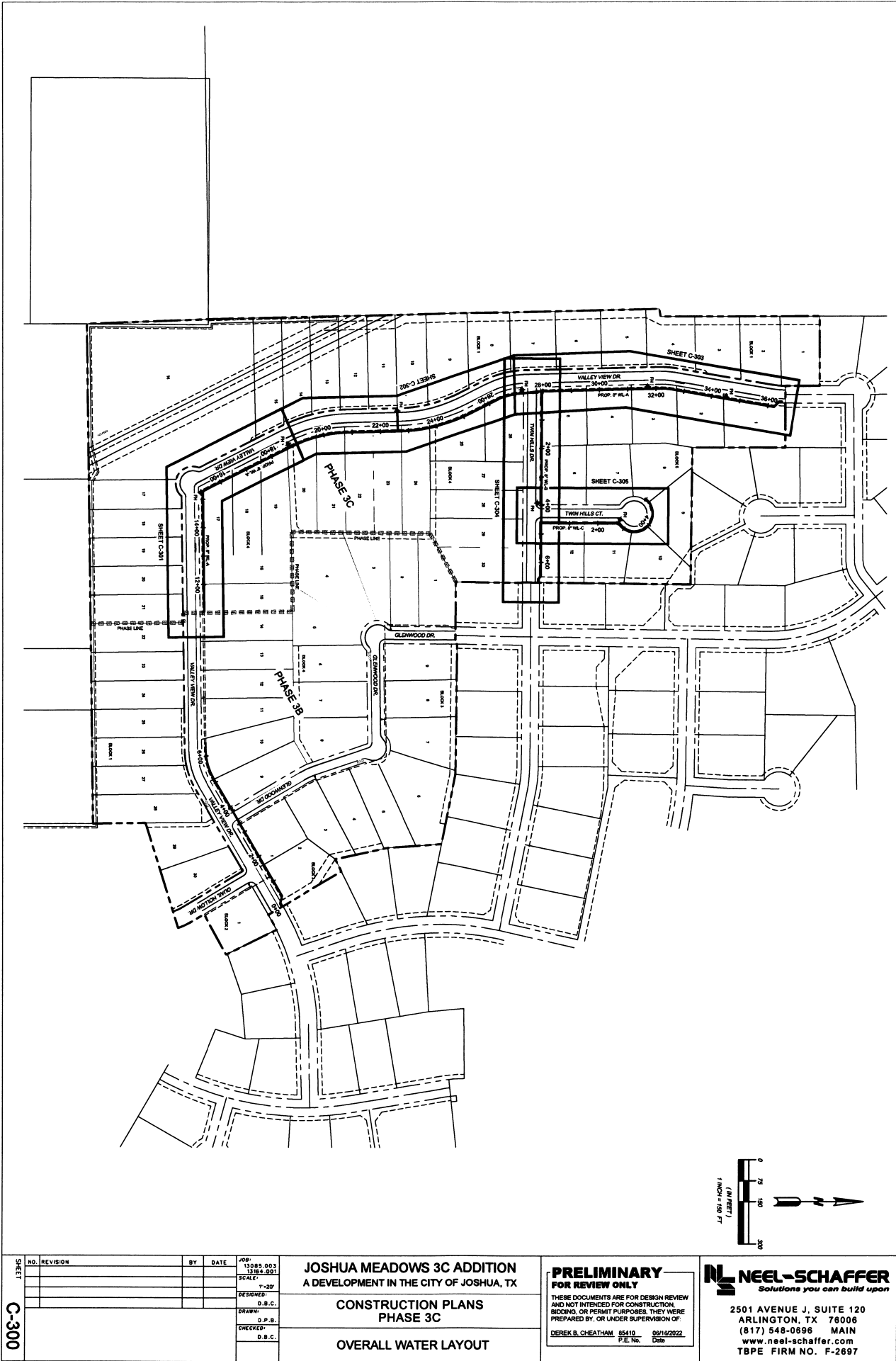


PROJECT VICINITY MAP
1" = 500'
APPROX. N 32° 27', W 97° 22'

INDEX OF DRAWINGS

SHT NO.	TITLE
C-001	COVER
C-002	GENERAL NOTES
C-100	OVERALL PAVING LAYOUT
C-101	PAVING PLAN & PROFILE - VALLEY VIEW DR. - STA. 10+50 TO STA. 15+50
C-102	PAVING PLAN & PROFILE - VALLEY VIEW DR. - STA. 15+50 TO STA. 19+50
C-103	PAVING PLAN & PROFILE - VALLEY VIEW DR. - STA. 19+50 TO STA. 24+00
C-104	PAVING PLAN & PROFILE - VALLEY VIEW DR. - STA. 24+00 TO STA. 28+00
C-105	PAVING PLAN & PROFILE - VALLEY VIEW DR. - STA. 28+00 TO STA. 32+50
C-106	PAVING PLAN & PROFILE - VALLEY VIEW DR. - STA. 32+50 TO STA. 35+50
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C-201	OVERALL DRAINAGE AREA MAP - PROPOSED
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C-409	SANITARY SEWER PLAN & PROFILE - LINE C - BEGIN TO END

JUNE 2022



SHEET C-300	NO.	REVISION	BY	DATE	JOB# 13085.003 13086.001
					SCALE 1"=30'
					DESIGNED D.S.C.
					DRAWN D.P.B.
					CHECKED D.S.C.

JOSHUA MEADOWS 3C ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3C

OVERALL WATER LAYOUT

PRELIMINARY
FOR REVIEW ONLY

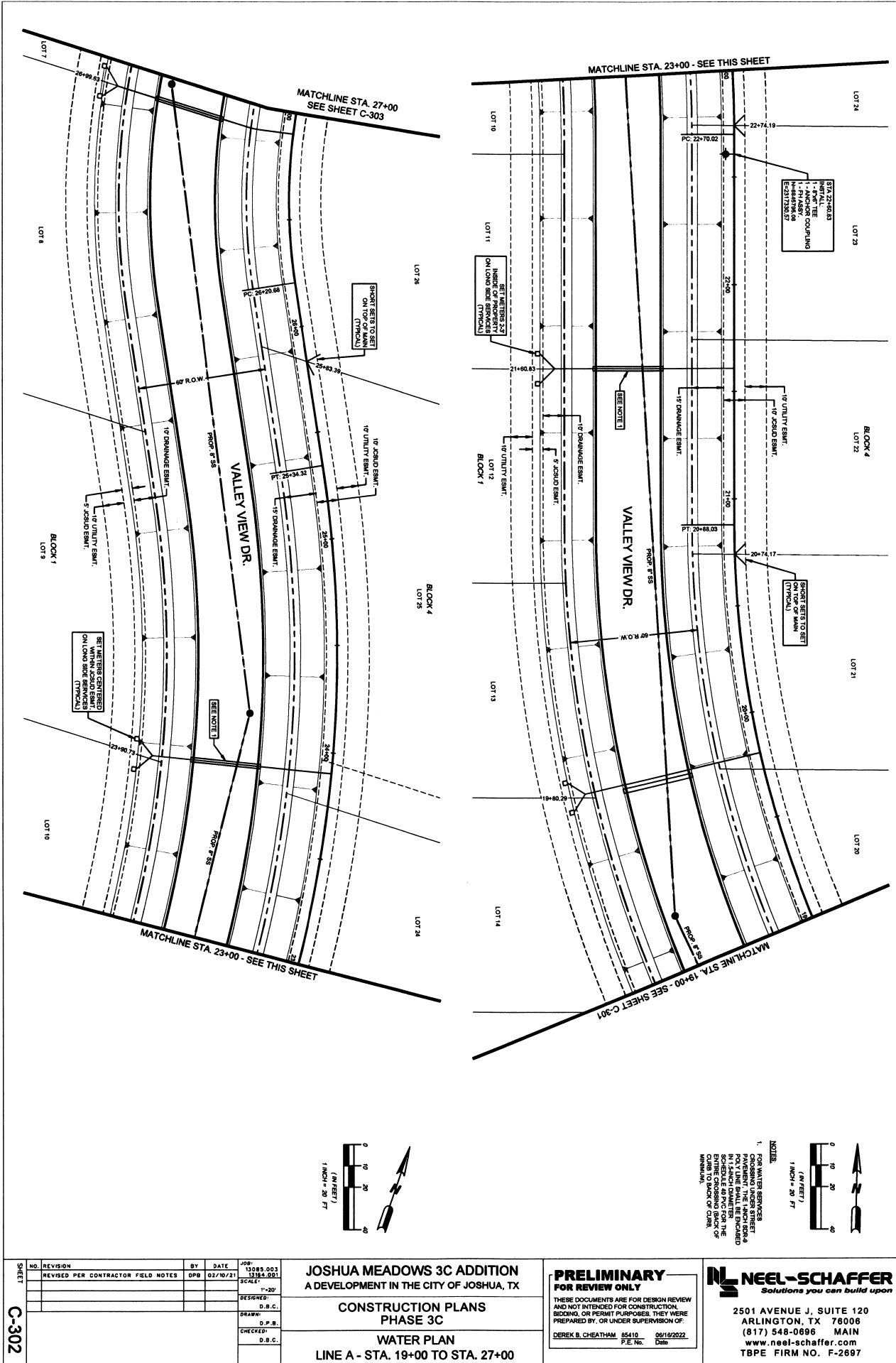
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P.E. No. Date

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NO.	REVISION	BY	DATE	JOB
1	REVISED PER CONTRACTOR FIELD NOTES	DPB	02/10/21	1585.003
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3				1585.001
4				1585.001
5				1585.001
6				1585.001
7				1585.001
8				1585.001
9				1585.001
10				1585.001

JOSHUA MEADOWS 3C ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3C

WATER PLAN
LINE A - STA. 19+00 TO STA. 27+00

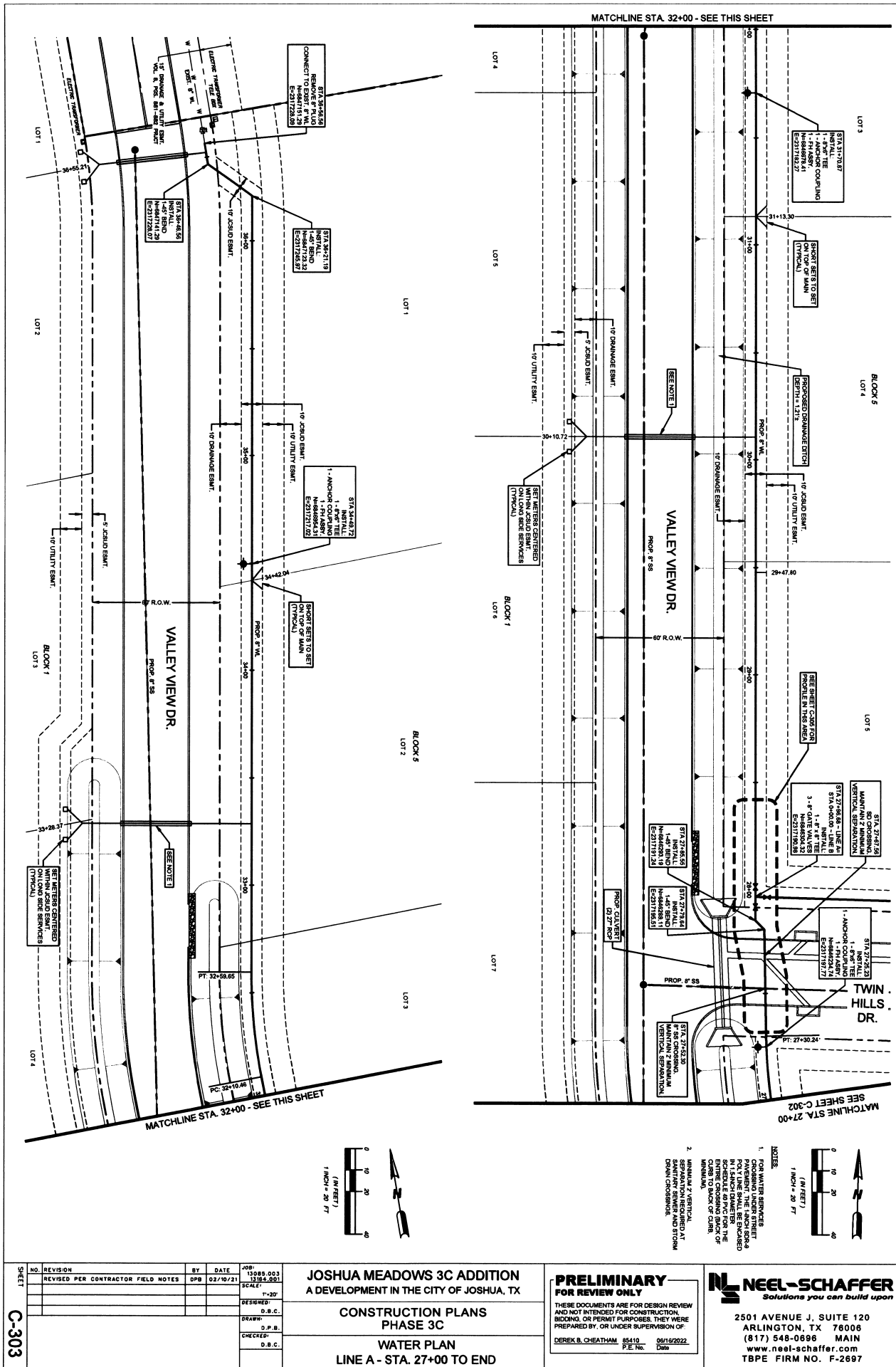
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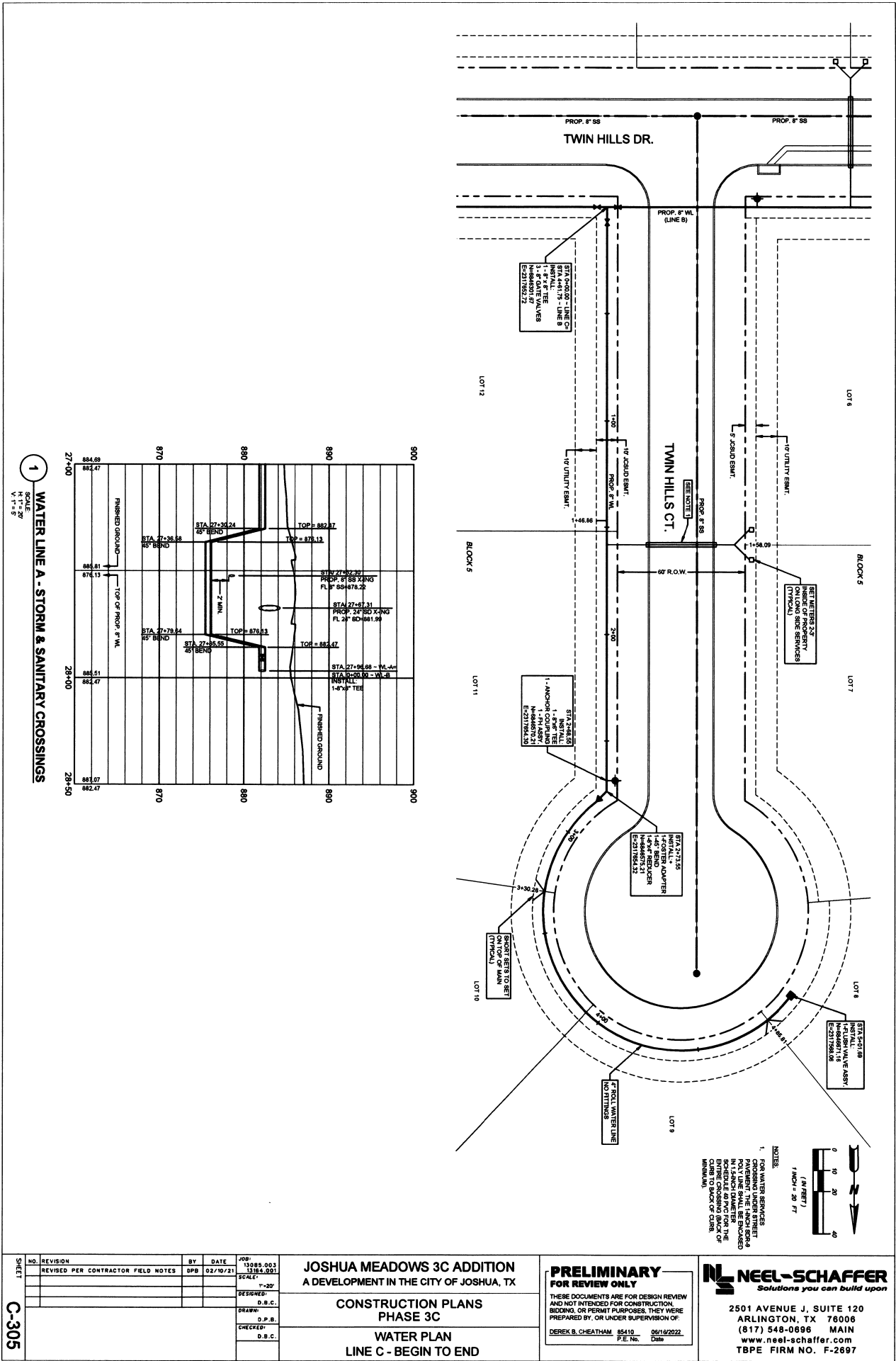
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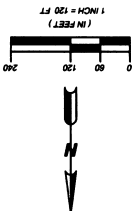
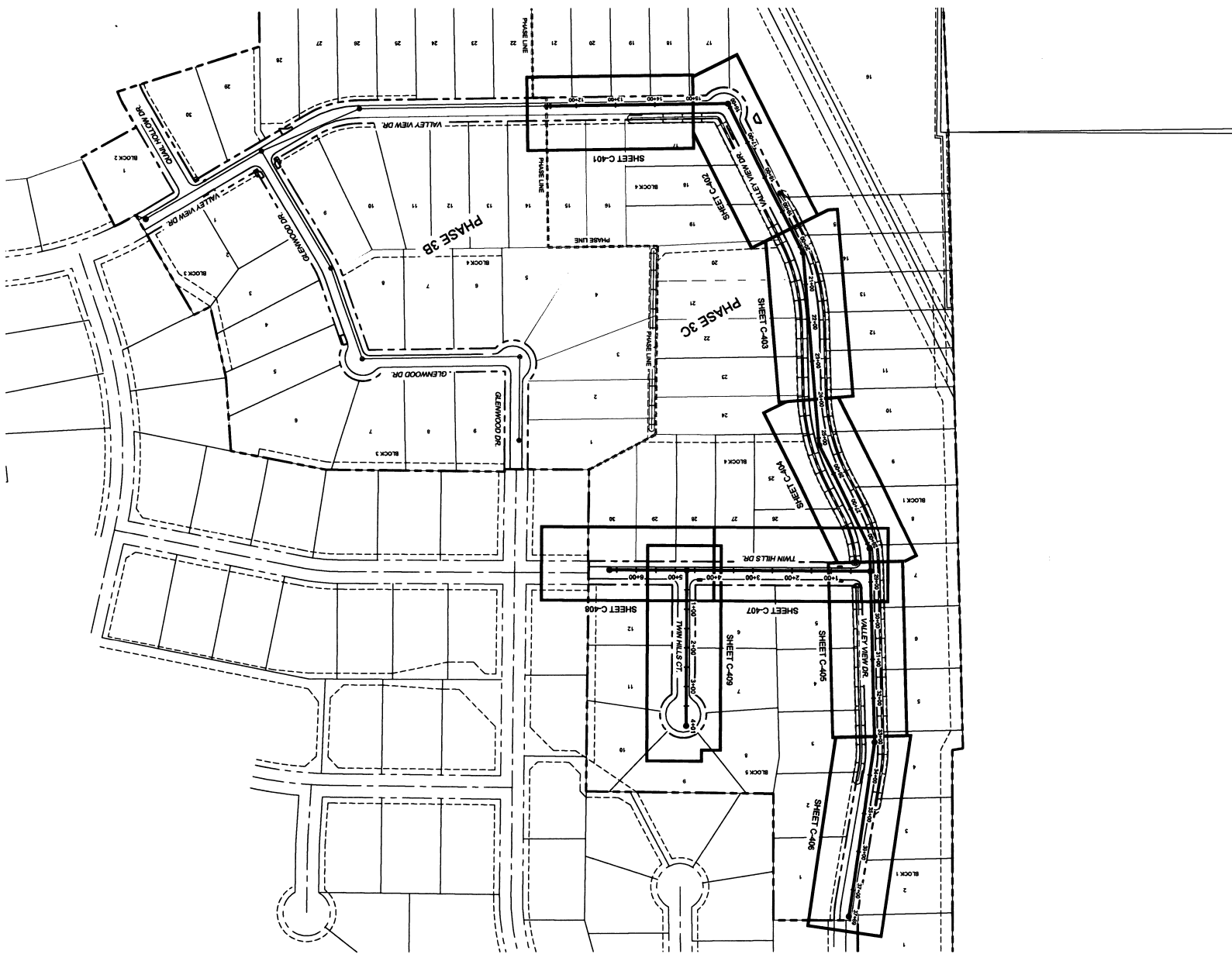
DEREK B. CHEATHAM 55410 06/16/2022
P.E. No. Date

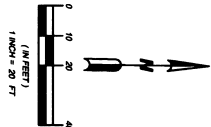
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JOSHUA MEADOWS 3C ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

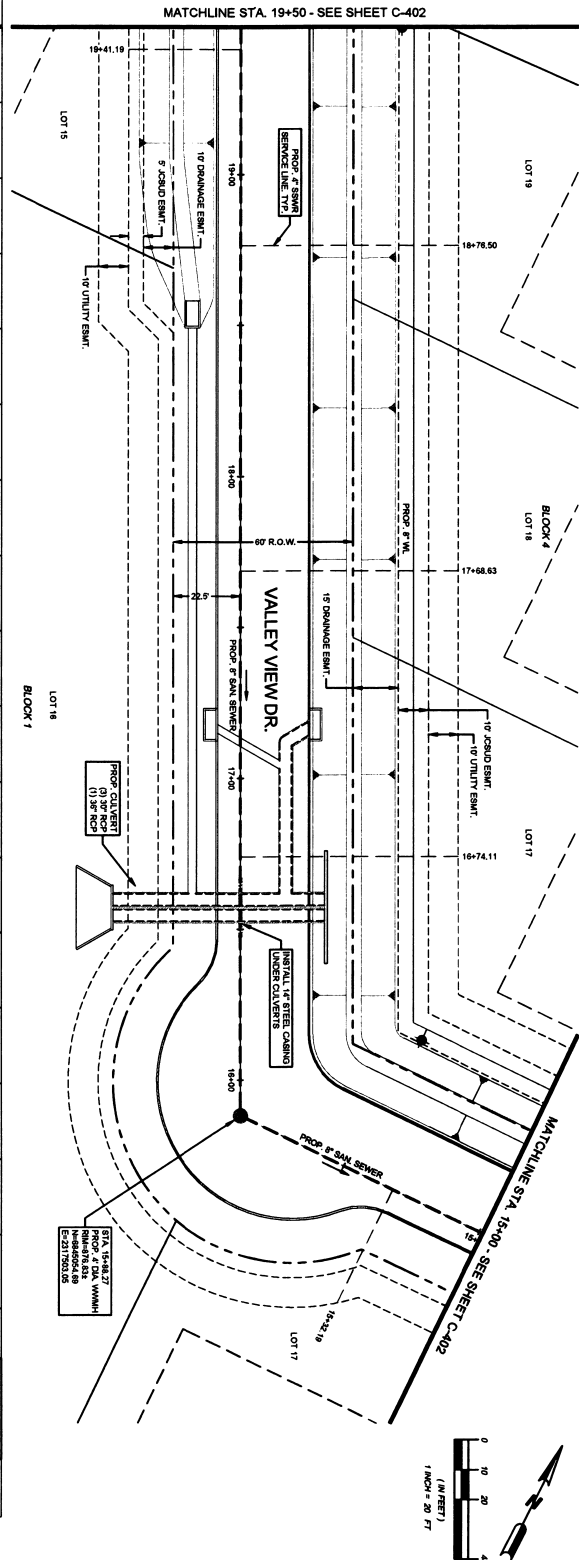
CONSTRUCTION PLANS
PHASE 3C

SANITARY SEWER PLAN & PROFILE
LINE A - BEGIN TO STA. 15+00

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<u>DEREK B. CHEATHAM</u>	<u>85410</u>	<u>06/16/2022</u>
	<u>P.E. No.</u>	<u>Date</u>

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JOSHUA MEADOWS 3C ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3C

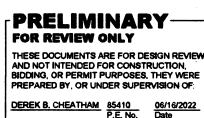
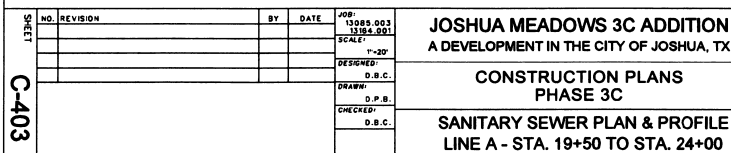
SANITARY SEWER PLAN & PROFILE
LINE A - STA. 15+00 TO STA. 19+50

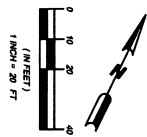
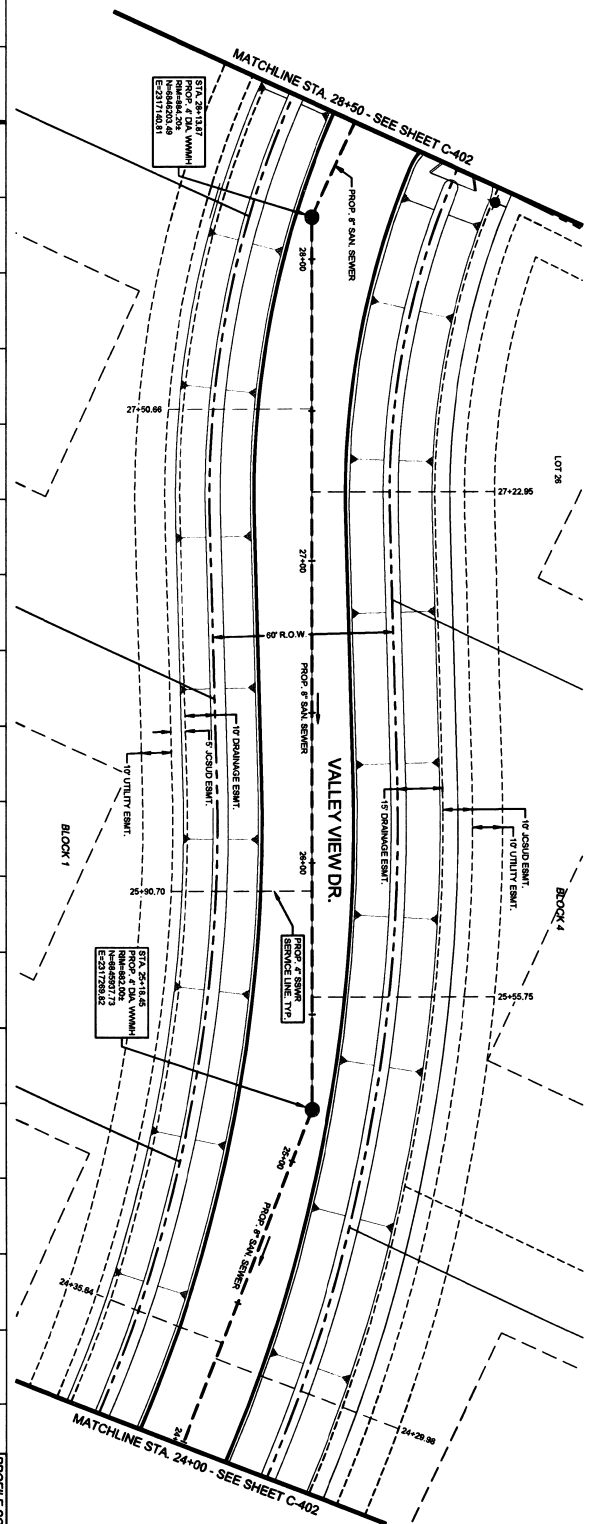
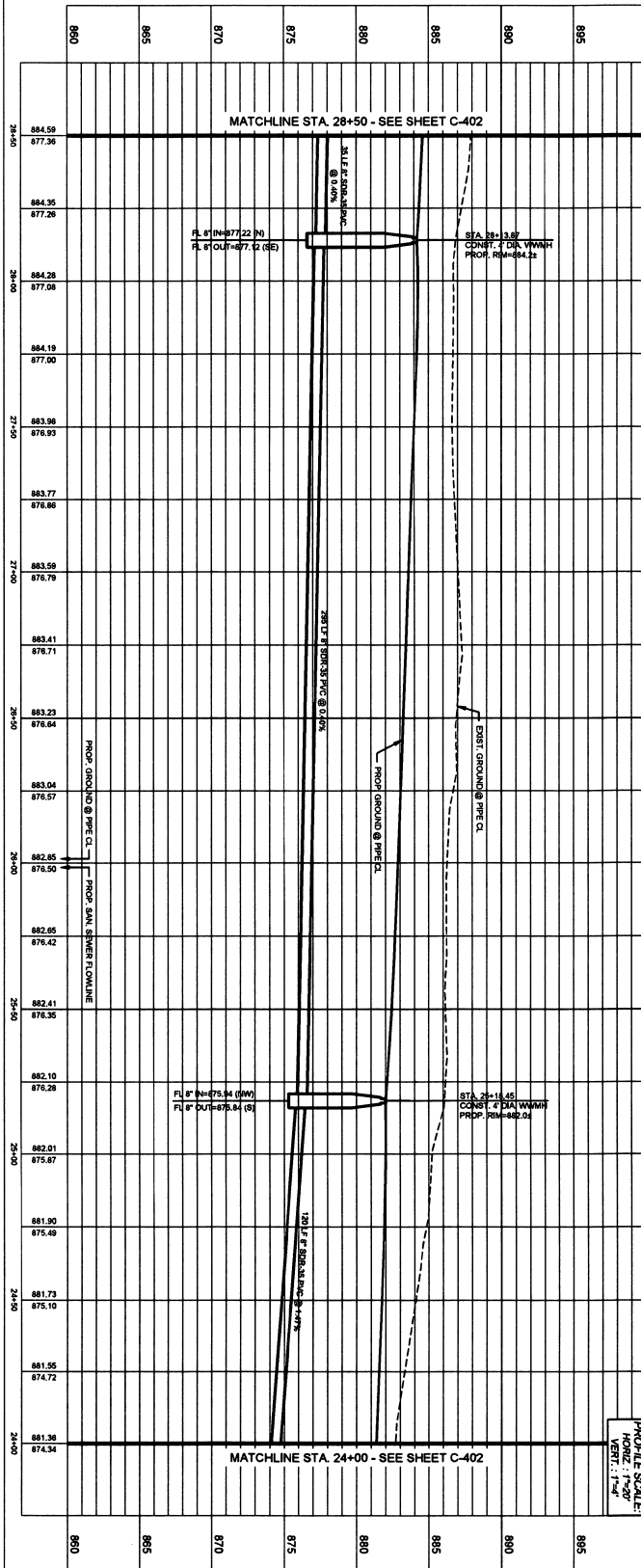
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JOSHUA MEADOWS 3C ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3C

SANITARY SEWER PLAN & PROFILE
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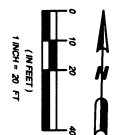
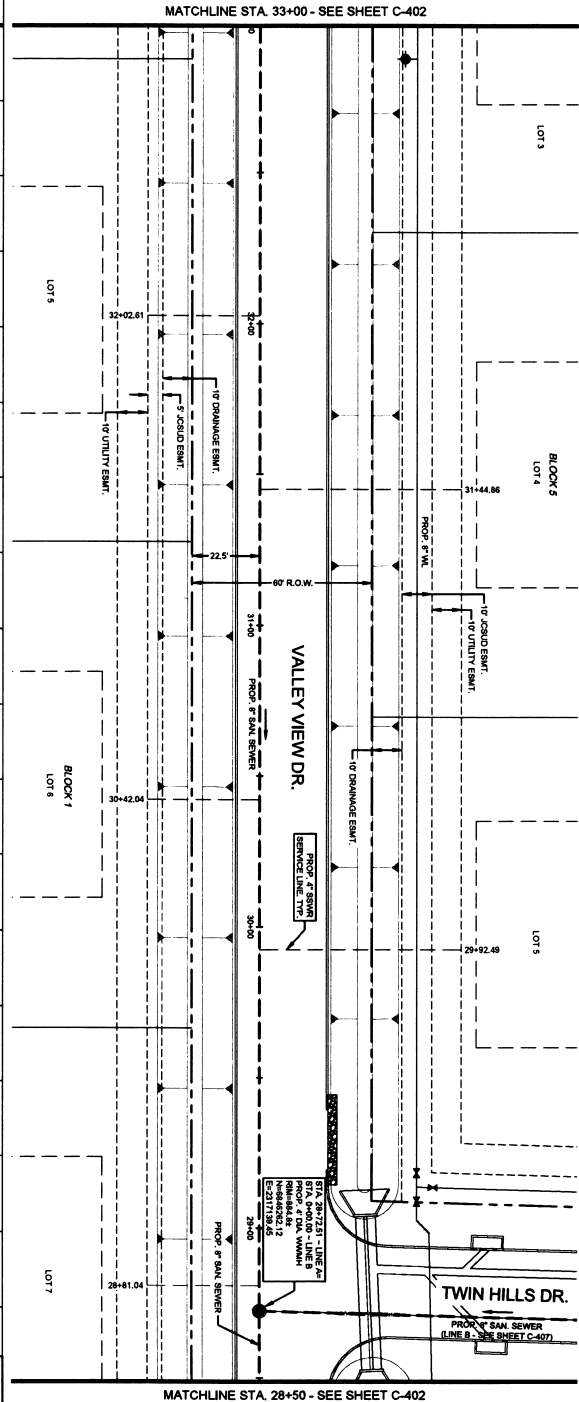
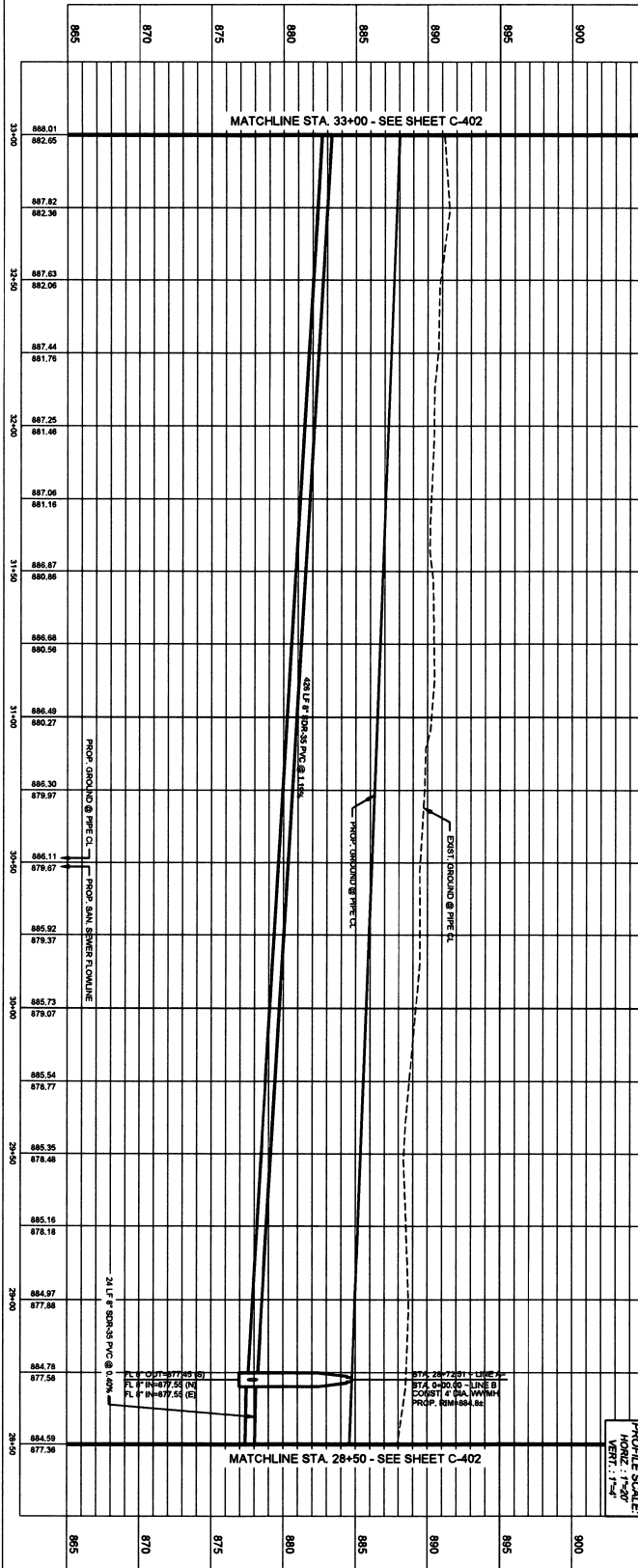
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DEREK B. CHEATHAM 85410 06/16/2022
P.E. No. Date

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JOSHUA MEADOWS 3C ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3C

SANITARY SEWER PLAN & PROFILE
LINE A - STA. 28+50 TO STA. 33+00

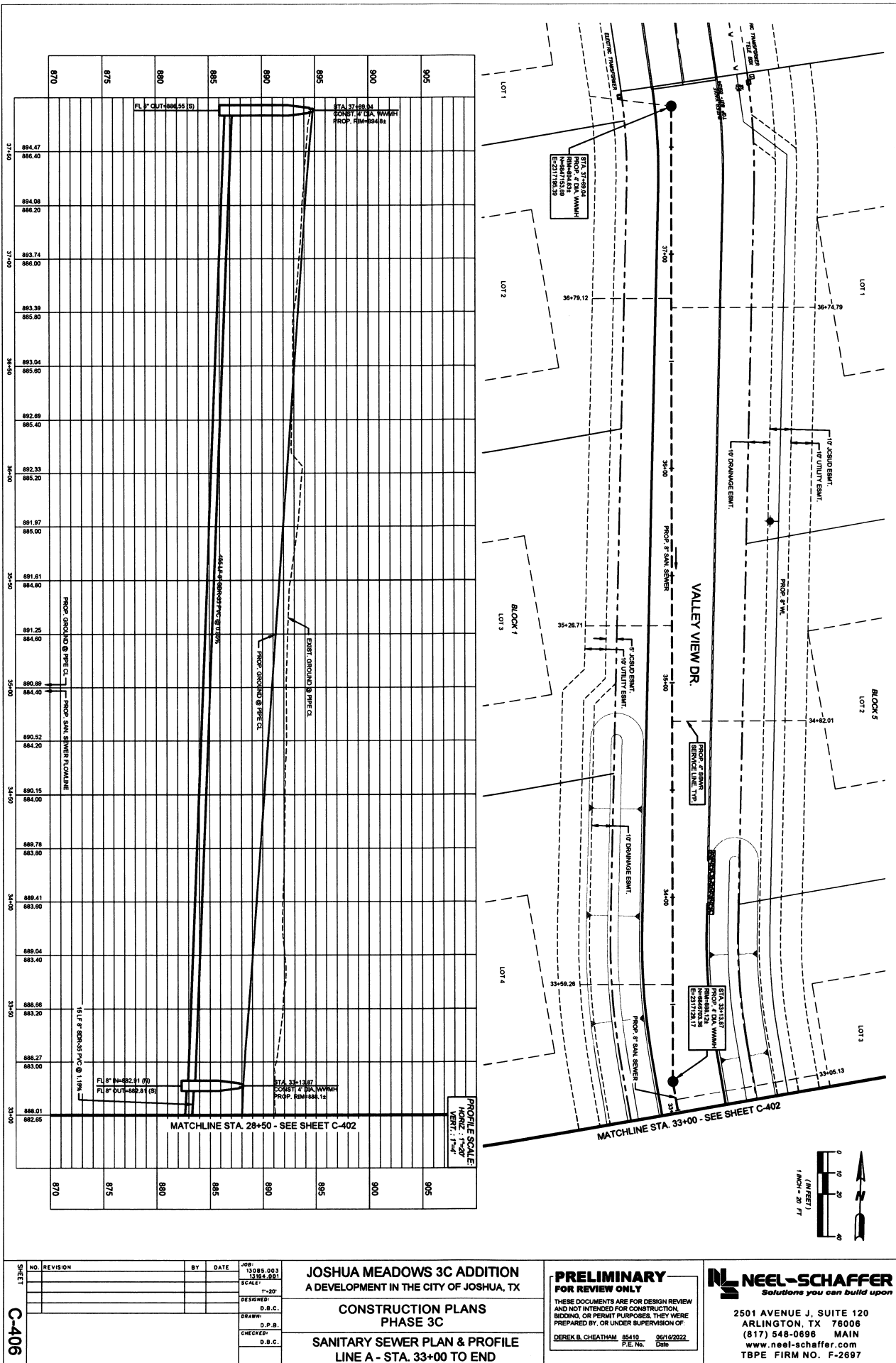
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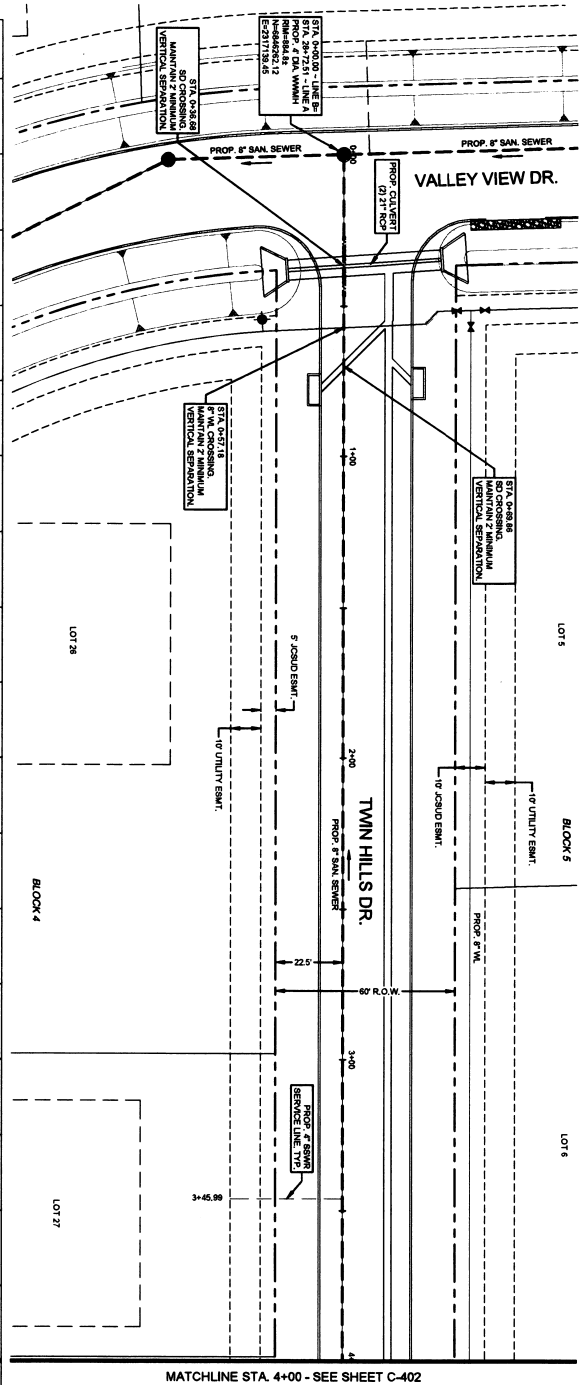
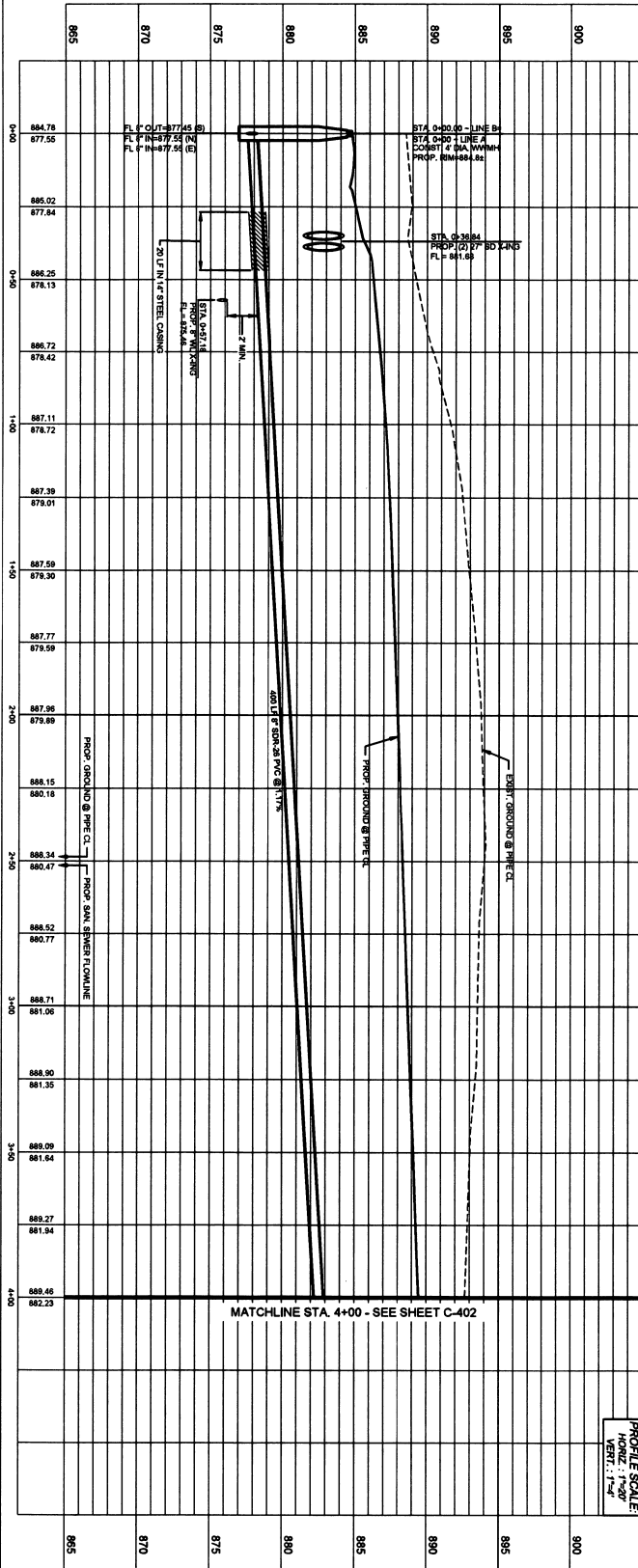
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JOSHUA MEADOWS 3C ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3C

SANITARY SEWER PLAN & PROFILE
LINE B - BEGIN TO STA. 4+00

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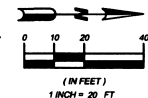
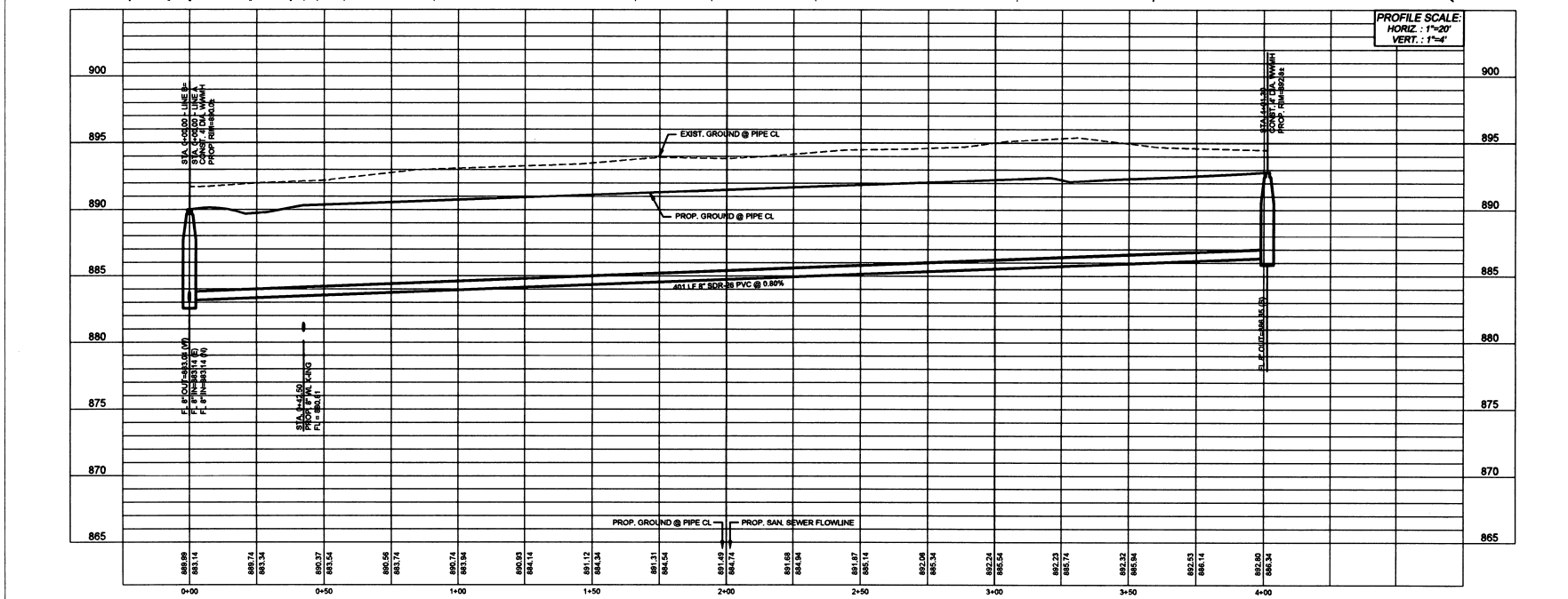
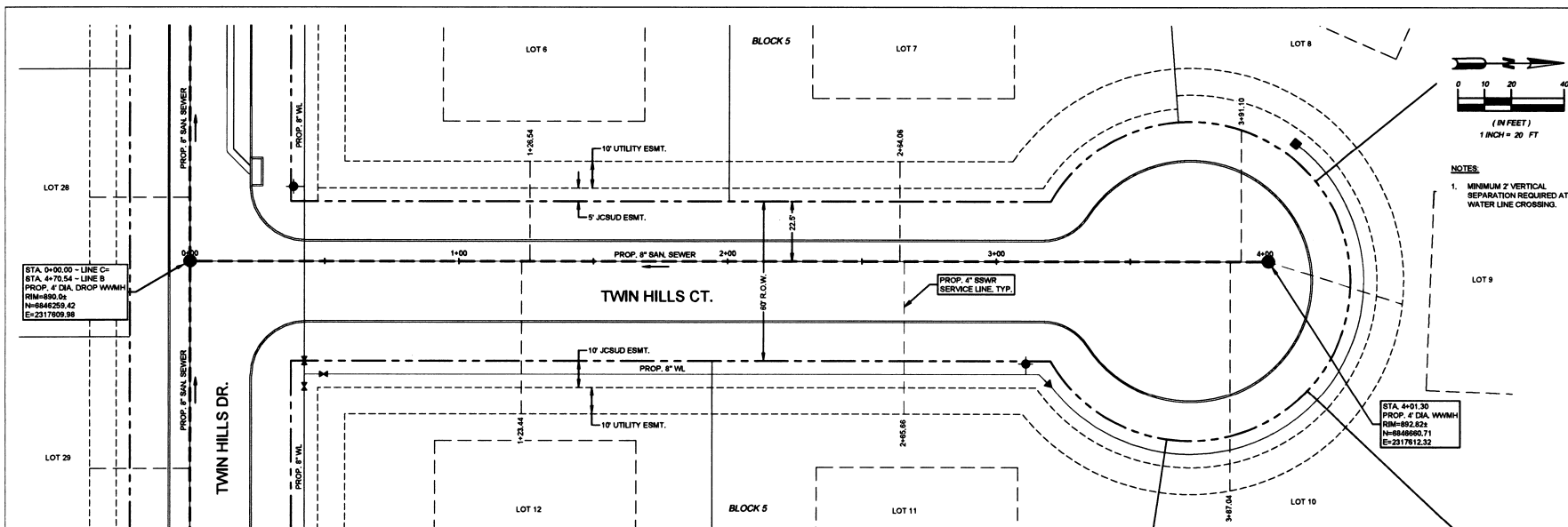
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PREPARED BY, OR UNDER SUPERVISION OF:

DEREK B. CHEATHAM 65410 05/16/2022
P.E. No. Date

SANITARY SEWER PLAN & PROFILE
LINE B - STA. 4+00 TO END

C-408





NOTES:
1. MINIMUM 2' VERTICAL SEPARATION REQUIRED AT WATER LINE CROSSING.

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DEREK S. CHEATHAM, P.E.
DATE: 06/12/2022

JOSHUA MEADOWS 3C ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX
CONSTRUCTION PLANS
PHASE 3C
SANITARY SEWER PLAN & PROFILE
LINE C - BEGIN TO END

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C-409



**City Secretary Agenda
July 21, 2022**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on authorizing EDC Type B to contract with GrantWorks to update the Park Masterplan in the amount of \$8,750.

Background Information:

The Parks and Open Space Study will begin with an inventory of all the existing parks in the city, what equipment they contain, and whether any of that equipment is damaged. Damaged equipment is scheduled for repair or replacement.

These studies analyze the City's recreational needs in two ways: the standards-based assessment and the needs-based assessment. For the standards-based assessment, they will compare the existing inventory of recreational facilities to national standards from the National Recreation and Park Association and other standards for small communities, noting any areas where the City is deficient in its inventory. For the needs-based assessment, they will distribute a parks and recreation questionnaire in which we ask what needs and desires the City's residents have for recreational facilities.

These are distributed to the ISD, the City, and other community groups and churches if possible. Improvement suggestions are then made and scheduled in phases, in order to meet both standards and the specific desires of the population.

Financial Information:

\$8,750

City Contact and Recommendations:

Mike Peacock, City Manager
Alice Holloway, City Secretary

Attachments:



**City Council Agenda
July 21, 2022**

Minutes Resolution

Discussion Item

Agenda Description:

Public hearing regarding changing the current trash service to automated with the extension of the current contract.

Background Information:

Interest has been expressed regarding moving to automated trash and recycling service. Waste Connections has offered a couple of options, such as 1x per week automated service or 2x a week with automated service. Both options will require the use of trash totes that will be provided by waste connections at no additional cost. Waste Connections has agreed to provide the receptacles as well as the additional trucks at no additional cost. All they are requesting is the extension of their current contract.

Alice conducted an online survey asking for the opinion of the citizens regarding the potential changes.

Financial Information:

This obligation will include the extension of the current contract. Survey results show that mass majority of the citizens are happy with the service that Waste Connections is providing.

City Contact and Recommendations:

Amber Bransom

No staff recommendation

Attachments: Survey Results



Council Meeting Agenda July 21, 2022

Resolution

Action Item

Agenda Description:

Discuss, consider, and direction on modifying and extending the current service contract with Waste Connections.

Background Information:

Interest has been expressed regarding moving to automated trash and recycling service. Waste Connections has offered the following options:

- Automated trash and recycling pick up one time per week, changing pick up service to Wednesdays
- Keep trash service pick up at two times per week, but change to automated trash and recycling service

According to the survey results, citizens are interested in changing to automated trash service, but they are not interested in reducing the pick-up days at this time. The amount of heavy traffic from the trash trucks is of some concern. Over time, reducing the number of pick-up days could increase the longevity of the streets that the city maintains.

Financial Information:

Either option will require the use of specific trash/recycling bins that will be provided by Waste Connections at no additional cost. Waste Connections has agreed to not only provide the receptacles but also provide the additional automated trucks needed to convert to automated service. In return, they are asking to extend the current contract for an additional three or five years.

If the City chooses to move to automated service, and retain twice-a-week service, Waste Connections will need some time to acquire the necessary trucks. With current delivery delays, this could take up to six months.

City Contact and Recommendations:

Amber Bransom, Asst. City Manager

Staff recommends moving to automated trash service, and considering moving to once a week pick up if not now, but possibly in the future once the citizens are accustomed to the volume of trash that will fit in the larger trash bins.

Attachments:

- **Waste Connection Contract**
- **Survey**

Item 2.

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE AND
RECYCLABLE MATERIALS
IN THE CITY OF JOSHUA, TEXAS**

STATE OF TEXAS

COUNTY OF JOHNSON

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of December, 2019, by and between Waste Connections of Lone Star, Inc., a Texas Corporation (the "Service Provider"), and the City of Joshua, Texas (the "City").

WHEREAS, on or about October 1, 2000, the City and Service Provider entered into an Exclusive Franchise Agreement for solid waste collection services (the "Original Agreement"); and

WHEREAS, the City and Service Provider desire to amend, extend, and restate the Original Agreement as more fully described herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

Bulky Item - Any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided by the Service Provider or the Residential Unit and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Containers are designed to hold between eighteen (18) gallons and forty (40) cubic yards of Solid Waste.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons that are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of a Handicapped Residential Unit shall be certified by the City Manager.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Recyclable Materials -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- (c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (d) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

Recycling Container - A Container with at least eighteen (18) gallons of capacity and provided by the Service Provider for the collection of Recyclable Materials.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

White Good - Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVEFRANCIDSE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider.

SECTION 3. OPERATIONS AND SERVICES.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials collected, hauled and recycled or disposed of by the Service Provider under this Agreement over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SEC TION 4. SERVICE PROVIDER'S DUTIES AND OBLIGATIONS.

It shall be the duty and obligation of the Service Provider to perform the following services:

A. Provisions of Equipment and Facilities. Service Provider agrees to furnish trucks, equipment, machinery, tools, personnel, labor, disposal, and any and all other items necessary and sufficient to fulfill its obligations under this Agreement, at its own expense, to adequately, efficiently and properly collect and transport garbage, brush, debris, bulky items, bundled, bagged, or boxed bundled items, and other refuse from residential and commercial properties within the corporate limits of the City in a systematic, clean, healthful and sanitary manner.

B. Disposal of Material Collected. Service Provider will dispose of in a legal manner all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. All

vehicles used by Service Provider for the collection of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall be protected at all times while in transit to prevent leakage or the blowing or scattering of refuse onto the public streets of City or property adjacent thereto. Further, such vehicles shall be clearly marked with Service Provider's telephone number and name in letters and numbers not less than four (4) inches in height.

C. Sanitation and Health. All collection equipment shall be washed and deodorized as necessary, but a minimum of once per week. Service Provider shall establish and enforce in its operations and among its employees such regulations in regard to cleanliness and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials as will tend to prevent the inception and spread of infectious or contagious disease and to effectively prevent the creation of a nuisance on any property, either public or private.

D. Routes and Schedules. Service Provider agrees to establish daily routes and special schedules for the collection of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials as necessary to fulfill the requirements of this Agreement. Further, Service Provider will utilize written route books for use in the collection of refuse from all customers. A copy of each route book currently in use by Service Provider will be provided to City upon request and updated monthly so that City shall at all times have full knowledge of the designated route to be followed by Service Provider. City shall have the right to require alteration of service to any premises where unsightly or unsanitary conditions have resulted from inadequate commercial containers or an insufficient number of collections.

E. Customer Service. The Service Provider agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. However, the City shall handle all calls regarding new residential services.

F. Labor Force and Equipment. Service Provider shall employ only superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Service Provider in or about or on the work who shall misconduct themselves or be in the proper performance of their duties or who shall neglect or refuse to comply with or carry out the directions of Service Provider.

All workers shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties.

SECTION 5. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units twice per week and Recyclable Materials once per week; provided, that (i) such Municipal Solid Waste is placed in Containers and/or Bags and Recyclable Materials are placed in Recycling Containers, and (ii) such Containers and/or Bags are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

B. Excess or Misplaced Municipal Solid Waste. Notwithstanding anything to the contrary contained herein, the Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers and/or Bags. Municipal Solid Waste and Recyclable Materials in excess of the Containers' and/or Bags' limits, or placed outside or adjacent to the Containers or Bags, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. The Service Provider shall only be required to collect a maximum of ten (10) Bags of leaves.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers and/or Bags; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

SECTION 6. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and Multi-Family Residential Units one, two, three, four, five, or six times per week, as provided for in Section 9.B. hereof. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider or Bags. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof.

SECTION 7. SPECIAL COLLECTIONS AND SERVICES.

A. Municipal Locations. The Service Provider will provide, at no cost to the City, Containers to collect Municipal Solid Waste at certain municipal locations within the City once

or twice per week, as needed. Specifically, the provisions of this Section 6.A. shall apply to the following locations:

- One (1) Two Poly Cart Containers at City Hall- Twice per week collection
- One (1) Four Cubic Yard Container at the Fire Department - once per week collection
- One (1) Six Cubic Yard Container at the Street Department - once per week collection
- One (1) Six Cubic Yard Container at the Police Department - once per week collection
- One (1) Six Cubic Yard Container at Animal Control - once per week collection.
- One (1) Four Cubic Yard Container at Parks and Recreation once per week collection
- Two (2) Six Cubic Yard Containers at the City Park once per week collection

B. Special Events. The Service Provider will provide, at no cost to the City a total of 20-30 yard size containers at the City Facility Building as needed on an annual basis. In addition, on two (2) specified days per year agreed to by the Service Provider and the City (one in the Winter and one in the Summer), the Service Provider shall allow residents of the City to dump Municipal Solid Waste at the Waste Connections Turkey Creek Landfill free of charge upon proof of residency by showing their garbage bill.

SECTION 8. BULKY ITEMS AND BUNDLES.

A. Pre-Arranged Collections. The Service Provider will collect Bulky Items and Bundles from Single-Family Residential Units once per week on the second scheduled pick up day as part of the Municipal Solid Waste Collection in Section 5, as designated by the Service Provider; provided, that the Bulky Items or Bundles (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (ii) are reasonably contained, and (iii) do not exceed three (3) cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. Furthermore, the Service Provider shall only be required to collect a maximum of three (3) Bulky Items per collection day from each Single-Family Residential Unit. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Bulky Items and Bundles from those Single-Family Residential Units that have complied with this Section 7.A. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services. A Single-Family Residential Unit may also negotiate a collection for loose brush and items that exceed the size limits of a Bulky Item.

SECTION 9. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 10. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge the rates contained on Exhibit "A", attached hereto. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits.

B. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the service Provider shall charge per month for each Container utilizing the rates contained on Exhibit "A", attached hereto.

These rates apply to an Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits.

C. Roll-Off Services. For the Services provided under Sections 7.A. and 11 hereto, the Service Provider shall charge for each Roll-Off utilized the fees contained on Exhibit "A", attached hereto.

The Service provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the service provider. The Roll-Offs provided pursuant to this Section 9.C. must be located within the City in accordance with City ordinances and policies.

SECTION U. RATEADJUSTMENT.

A. CPI and Fuel Cost Rate Adjustment.

- (1) Rate Adjustments – Adjusted annually to reflect changes in the cost of operations, as reflected by percentage change in the Consumer Price Index (CPI) for All Urban Customers, Garbage and Trash Collection in U.S. City Average, Not Seasonally Adjusted, Base Period December 1983=100 as published by the U.S. Department of Labor, Bureau of Labor Statistics with a maximum increase of five percent (5%). The measured increase will span a twelve month period (beginning November 1 and ending October 31) immediately preceding the Rate Adjustment Date. If the CONTRACTOR desires a review of the existing rates, CONTRACTOR shall submit, in writing, its adjustments to the rate and supporting data for the same period, on or before October 15 of the numbered year, beginning October 15, 2020.

By September 15 of each year, beginning in 2020, Service Provider shall send to City a comparative statement setting out both the All Items Index and the Gasoline Index:

- (1) The index value for the July prior to the Rate Modification Date;
- (2) The index value for July 2019 (July preceding the date of commencement of performance under the Agreement);
- (3) The net percentage change;
- (4) The composite percentage change equal to the net percentage change in the All Items Index plus the net percentage change in the Gasoline Index; and
- (5) The increase or decrease in the rates which may be charged by the Service Provider.

Beginning on December 1, 2020, and on each December 1 thereafter, the Service Provider shall modify the rates charged by the Service Provider to reflect any changes shown in the comparative statement delivered to the City. The City Council shall have authority, in its reasonable discretion to determine the validity of any change in Service Provider's rates

B Other Rate Adjustments:

In addition to the above CPI and Fuel Cost adjustment, Service Provider may petition the City for additional rate adjustment on the basis of unusual changes in its cost of operation, limited to revised laws, ordinance, or regulations; changes in location of disposal sites or changes in disposal charges as a result of revisions to such laws, ordinances or regulations. Such additional rate adjustments may only be made only with City Council approval. Such additional rate adjustments may only be granted to recover increased costs incurred by Service Provider that are not offset by increased revenues. The Service Provider may submit a request to the City Council for such an adjustment in rates. Any such request must be accompanied by supporting documentation detailing the increased costs and their impact for providing the services described in this contract. The City Council shall have authority, in its reasonable discretion to determine the validity of any request for such an adjustment in rates. No request for an increase in the rates set forth in Attachments "A" may be submitted for a period of twelve (12) months from the date of the commencement of the term of this contract and not more than one such request per calendar year may be made thereafter.

C. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

SECTION 12. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 13. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on December 1, 2019 and concluding on November 30, 2024. At the expiration of the term of this Agreement, the Agreement may be extended for another period of five (5) years upon mutual agreement of the parties.

SECTION 14. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City.

SECTION 15. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers.

SECTION 16. PROCESSING, BILLING AND FEES.

A. Quarterly Statement. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 9 hereto, listed in Exhibit "A", from all Residential Units requiring

the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits (the "Residential Quarterly Statement"). Thereafter, the City will remit to the Service Provider an amount equal to (y) the amount collected from all occupied residential structures from such Residential Quarterly Statement, less (z) a franchise fee equal to six percent (6 %) of the Residential Monthly Statement (the "Residential Franchise Fee"). Such remittance shall be made by the City on or before the 15th day of the month following the previous month (for the immediately preceding month's service) commencing on January 15, 2020. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the number and rate of Residential Units which have been billed for that quarter. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9 hereto, listed in Exhibit "A", from all Commercial and Industrial Units and to bill and collect the rates and fees charged under Section 9 hereto for all Roll-Off Services requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial and Roll-Off Monthly Statement"). Thereafter, the Service Provider will remit to the City an amount equal to a franchise fee equal to six percent (6

%) of the gross receipts collected by the Service Provider from the billing to Commercial and Industrial Units and Roll-Off Services (the "Commercial and Roll-Off Franchise Fee"). Along with this Commercial and Roll-Off Franchise Fee, Service Provider agrees to provide City with a computer printout establishing the dollar amount and number of commercial billings per account by Service Provider each month. Said printout, and any amounts due to be provided to the City shall be delivered no later than the twentieth (20th) day of the month following the month billed.

C. The City agrees to aggressively enforce the duty of all Residential, Commercial, and Industrial customers (the "Customers") to pay the rates and fees established in the Agreement.

SECTION 17. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Should excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as

provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 18. NON-COLLECTION AND COMPLAINTS.

- A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will provide notification to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection.
- B. Service Provider's local office shall be open so that customers can make complaints, requests for information, requests for service, etc. during the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, and from 8:00 a.m. through noon Saturday, excluding legal holidays. Service Provider agrees to secure an annual listing in the Fort Worth Telephone Directory under the name by which it conducts business in the community.
- C. Service Provider's local office shall have a responsible person in charge during collection hours on collection days and shall be equipped with sufficient attendants to receive telephone calls. Attendant(s) shall respond to calls in a courteous manner within the following twenty-four (24) hour period.
- D. Throughout the term of the Agreement, Service Provider shall establish and maintain an authorized Managing Agent and shall designate in writing to the City Manager the name, telephone number, and address of such agent to whom all notices may be served by the City of complaints received from citizens of the City.
- E. All service complaints shall initially be directed to Service Provider and shall be resolved within twenty-four (24) hours. Service Provider shall supply the City with copies of all complaints on a form approved by the City indicating the disposition of each complaint. The form shall indicate the day and hour on which the complaint was received and resolved. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day.
- F. The City shall notify Service Provider of each complaint reported to the City in order for the Service Provider to take whatever reasonable steps are necessary to remedy the cause of the

complaint. Service Provider shall notify the City of its disposition within twenty-four (24) hours after receipt of the complaint.

G. Service Provider shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Service Provider's employees, agents, and subcontractors..

H. Service Provider shall notify all customers about procedures, rules and regulations, and days of collection whenever there is a change in service. Notice is to be in the form of printed matter distributed by Service Provider to all premises served by Service Provider at least thirty (30) days prior to any change in the procedures, rules and regulations, days of collection, service, etc. Such notice must be approved by the City prior to distribution.

I. City shall send out annual mailings prepared by the Service Provider, explaining to residential customers about trash, recycling and bulk/brush pick up service requirements, days of collection, procedures, etc. The first distribution shall be executed upon the effective date, the second shall be six (6) months from that date, and so forth.

J. The City Manager or her designee shall be responsible for deciding questions of dispute between the City, Service Provider, and/or a customer as to the validity of any complaint or the decision of the City of Joshua City Manager on such matters shall be final and all parties agree to abide by said decision; provided, however, that when Service Provider challenges any complaint or failure to perform under this Agreement, the City Manager may, in her sole discretion, request a joint inspection by a representative of the City and a representative of Service Provider. (However, such inspection shall not alter the City Manager's discretion to make the final decision regarding such matter.)

K. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials on the day a collection order is issued by the City; provided however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

L. Employees of Service Provider shall not be required to expose themselves to the danger of vicious animals in order to accomplish refuse collection in any case where the owner or

tenants have animals at large, but Service Provider shall immediately notify the City, in writing, of such condition and of Service Providers inability to make collection.

M. Service Provider may cancel a portion or all of a scheduled service day due to hazardous weather conditions, and shall notify the City, in writing, of such cancellation.

SECTION 19. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide at least one (1) collection day per week.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

Service Provider hereby agrees to comply with all applicable federal, state, and local laws including the Fair Labor Standards Act and rules, regulations orders and decrees of the Texas Department of State Health Services, the Texas Commission on Environmental Quality (formerly the Texas Natural Resources Conservation Commission), the United States Environmental Protection Agency. **Service Provider shall indemnify and hold harmless the City, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, order or decree, whether such violation was by Service Provider, its agents or employees, or any Service Provider or assignee.** Service Provider shall not be required to collect or dispose of any oil, sludge, fecal material or any radioactive, pathological, toxic, acidic or volatile material, or other hazardous waste or improper waste from any commercial or residential customer. Should Service Provider elect to dispose of such materials, Service Provider shall take such steps and precautions as are required by the applicable laws governing disposal of such material.

SECTION 21. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 22. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 23. INSURANCE COVERAGE.

Service Provider shall not commence work under this Agreement until Service Provider has obtained all the insurance required under this Agreement, certificates evidencing such coverage are received by the City and such insurance has been approved by the City, Service Provider shall be responsible for delivering to the City Service Providers certificate of insurance for approval. Service Provider shall include the coverage of all sub Service Providers in any insurance policy it carries. The City also shall be named as an additional insured on each policy described in subsections (2) through (5) below and contain a waiver of subrogation against the City. All insurance policies shall contain a provision that states that coverage under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City. The failure by the Service Provider to keep in full force and effect any insurance required by this Agreement shall be deemed a breach of this Agreement.

- (1) Workers Compensation Insurance- Service Provider shall maintain, during the life of this Agreement, Worker=s Compensation Insurance in the statutory amounts on all employees to be engaged in work under this Agreement, and for all subService Providers. In case any classes of employees engaged in hazardous work under this Agreement are not protected under the Worker=s Compensation Statute, the Service Provider shall provide adequate employer=s general liability insurance for the protection of such employees not so protected.
- (2) Comprehensive General Liability Insurance B Service Provider shall procure and shall maintain during the life of this Agreement Public Liability and Property Damage Insurance in an amount not less than \$5,000,000 covering each occurrence on account of bodily injury, including death, and in an amount not less than \$1,000,000 covering each occurrence on account of property damage.
- (3) Automobile Insurance- Bodily Injury and Property Damage- Service Provider shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance in an amount not less than \$500,000 for injuries including accidental death to any one person and, subject to the same limit for each person, an amount not less than \$1,000,000 on account of one accident, and automobile property damage insurance in an amount not less than \$500,000.
- (4) Additional Coverage- Any insurance coverage that is required by statute, which is not expressly stated herein, shall be maintained in accordance with statutory requirements.
- (5) Excess Umbrella Liability Insurance- \$5,000,000 peroccurrence.

Scope of Insurance- The insurance required under the above paragraphs shall provide adequate protection for Service Provider and its sub Service Providers, respectively, against damage claims which may arise from operations under this Agreement, whether such operations be by the insured or by anyone directly or indirectly employed by the insured. All insurance requirements made upon Service Provider shall apply to a sub Service Providers work operations.

Local Agent for Insurance and Bonding- The insurance and bonding companies with whom Service Providers insurance and performance bonds are written shall be authorized to do business in the State of Texas and shall be represented by an agent or agents having an office located within Johnson County, Texas or a county with a contiguous border to Johnson County, Texas. Each such agent shall be a duly qualified person, upon whom service of process may be had, and must have authority and power to act on behalf of the insurance and/or bonding company to negotiate and settle with the City, or any other claimant, any claims that the City or other claimant, or any property owner who has been damaged, may have against Service Provider or its insurance or bonding company. If the local insurance representative is not so empowered by the insurance or bonding companies, then such authority must be vested in a local agent or claims officer residing in the Fort Worth-Dallas metropolitan area.- The name of the agent or agents shall be set forth on all such bonds and certificates of insurance. Service Provider shall keep the required insurance in full force and effect at all times during the term of this Agreement, and any renewals thereof. Service Provider shall furnish to the City a certificate of insurance on a form approved by the City, evidencing that Service Provider has obtained the required insurance coverage. All policies shall provide that they may not be changed or canceled by the insurer in less than five (5) days after the City has received written notice of such change or cancellation.

SECTION 24. INDEMNITY.

The Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 25. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

PROVISIONS OF TIDS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON.

B. SERVICE PROVIDER SHALL LIKEWISE ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBSERVICE PROVIDERS, LICENSEES, OR INVITEES, INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS, EXPENDED BY THE CITY IN ANY SUIT OR CLAIM AGAINST THE SERVICE PROVIDER.

SECTION 25. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part thereof.

SECTION 26. TERMINATION.

In the event of an alleged breach by Service Provider, if any, of the terms, covenants, or provisions herein contained, City shall notify Service Provider of such alleged breach and if same is not resolved within (5) business days from such notice, City may, upon a determination (at a hearing as described herein) that a substantial breach has occurred and is continuing, terminate this Contract. Notwithstanding the above, if such breach does not involve the failure to pay funds to the City when due, and if Service Provider has diligently pursued resolution of a reported breach and said breach has not been cured within the five business day cure period, then the City will continue to allow Service Provider to diligently pursue the actions necessary to cure the breach, until either Service Provider has ceased diligently pursuing a cure or the breach is cured. The hearing prerequisite to such termination shall not be held until notice of such hearing has been given to the Service Provider at the address shown on the records of the City, and a period of at least ten (10) days has elapsed since the mailing of delivery of such notice. The notice shall specify the time and place of the hearing and shall include the alleged reasons for termination of this Contract.

The hearing shall be conducted in public by the City Council of the City of Joshua and the Service Provider shall be allowed to be present and shall be given full opportunity to respond and defend against such charges and allegations as set out against it in the notice. If, after the hearing is concluded, the City Council shall reasonably determine that a substantial breach of the terms, covenants or provisions of this Contract, as set forth in the notice has occurred, it may terminate this Contract and the same shall be null and void. This Contract may, at the option of the City,

be terminated in the event of the bankruptcy, receivership, or an assignment for the benefit of creditors by the Service Provider.

SECTION 27. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 28. GOVERNING LAW AND VENUE.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. Venue shall lie in Johnson County, Texas.

SECTION 29. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 30. MISCELLANEOUS.

A. Service Provider shall at all times observe all City ordinances controlling or limiting those engaged performing work under this contract; provided, however, that nothing contained in any ordinance now in effect or hereafter adopted pertaining to the collection of brush, debris, garbage, hazardous waste, bulky items, refuse, bundled or boxed items or other trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of Service Provider in the performance of the terms of this contract. It is the intention hereof that Service Provider be required to perform the terms of this contract regardless of the affect of interpretation of any municipal ordinance which in any way relates to brush, debris, garbage, hazardous waste, bulky items, refuse, bundled or boxed bundled items or trash.

B. Multiple Originals. This agreement may be executed in multiple originals, each of which shall be deemed for all purposes to be an original, and all of which are identical.

C. Paragraph Headings. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

D. Successors and Assigns. All of the terms, covenants, and agreements contained herein shall be binding upon and shall ensure to the benefit of successors and assigns of the respective parties hereto.

E. Notices. Notices by either party to the other party shall be sufficient if sent by certified mail, postage paid, return receipt required, addressed to the other party at the addresses designated below each party's signature hereunder.

F. Governmental Powers. It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers.

G. Taxes. Service Provider shall pay all federal, state, and local taxes including sales tax, social security, worker's compensation, unemployment insurance, and any and all other required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in performance of this contract.

K. Licenses, Permits, and Fees. Service Provider agrees to obtain and pay for all licenses, permits, certificates, inspections and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. Service Provider shall also pay, at Service Provider's own expense, all disposal fees associated with the collection, removal and disposal of refuse.

SECTION 30. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 5th DAY of DEC 2019.

Waste Connections of Lone Star Inc.

By:

Robert A. Nielsen
12/5/19
ROBERT A. NIELSEN

Signed and Sealed this 5th day of December, 2019

City of Joshua

By:

Josh Jones
Josh Jones, City Manager



WASTE CONNECTIONS, INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Marty Grant; District Manager

Phone: (817) 222-2221

City of JOSHUA RATE SHEET

Effective:

RESIDENTIAL Take -All Service:	\$11.30	per month, per Single-Family Residential Unit
CURBSIDE RECYCLING:	\$2.75	per month, per Single-Family Residential Unit
Commercial Hand Collect (1) Roll Out:	\$25.53	per month, per Commercial Hand Collect Unit

COMMERCIAL RATE SCHEDULE

Lifts Per Week

CONTAINER SIZE	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	61.73	99.87	178.54	252.68	356.87	491.73	89.00
3 Cubic Yd	72.63	130.14	231.50	328.33	455.42	485.51	89.00
4 Cubic Yd	83.22	160.40	255.70	366.16	491.72	605.23	89.00
6 Cubic Yd	122.55	211.82	290.51	396.41	517.46	638.52	89.00
8 Cubic Yd	132.90	246.62	346.50	462.98	602.20	748.96	89.00

Containers w/ Casters \$ 12.39 per month, per Container

Containers w/ Locks or Gates

CONTAINER ROLL OFF OPEN TOP RATES

CONTAINER SIZE	HAUL	DELIVERY	DAILY RENT	DISPOSAL	DRY RUNS
20 Cubic Yd	175.00	75.00	3.50	\$35.00 per ton	80.00
30 Cubic Yd	175.00	75.00	3.50	\$35.00 per ton	80.00
40 Cubic Yd	175.00	75.00	3.50	\$35.00 per ton	80.00

CONTAINER COMPACTORS ROLL OFF RATES

CONTAINER SIZE	HAUL	DAILY RENT	DISPOSAL	WASH OUTS	DRY RUNS
20 Cubic Yd	307.79	Negotiable	\$38.63 per ton	174.92	90.52
30 Cubic Yd	307.79	Negotiable	\$38.63 per ton	174.92	90.52
35 Cubic Yd	307.79	Negotiable	\$38.63 per ton	174.92	90.52
40 Cubic Yd	307.79	Negotiable	\$38.63 per ton	174.92	90.52
42 Cubic Yd	307.79	Negotiable	\$38.63 per ton	174.92	90.52

Franchise and Billing Fees:

Residential:	6.0%
Commercial:	6.0%

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

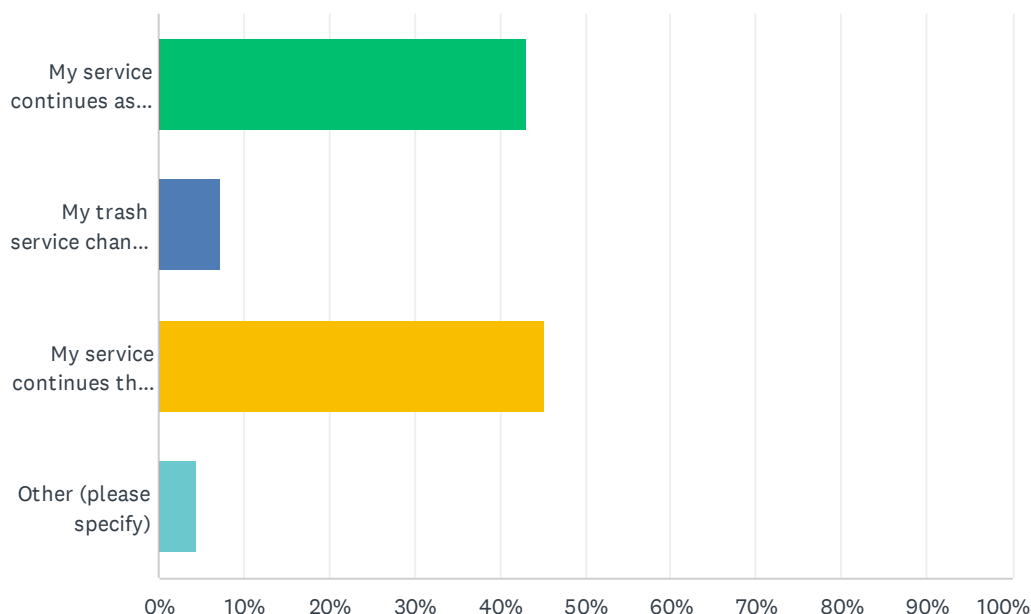
* Rates do not include any Fuel Surcharges

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND
RECYCLABLE MATERIALS
IN THE CITY OF JOSHUA, TEXAS

DECEMBER 1, 2019

Q1 Which ONE of the following trash pickup options would you prefer?

Answered: 153 Skipped: 0

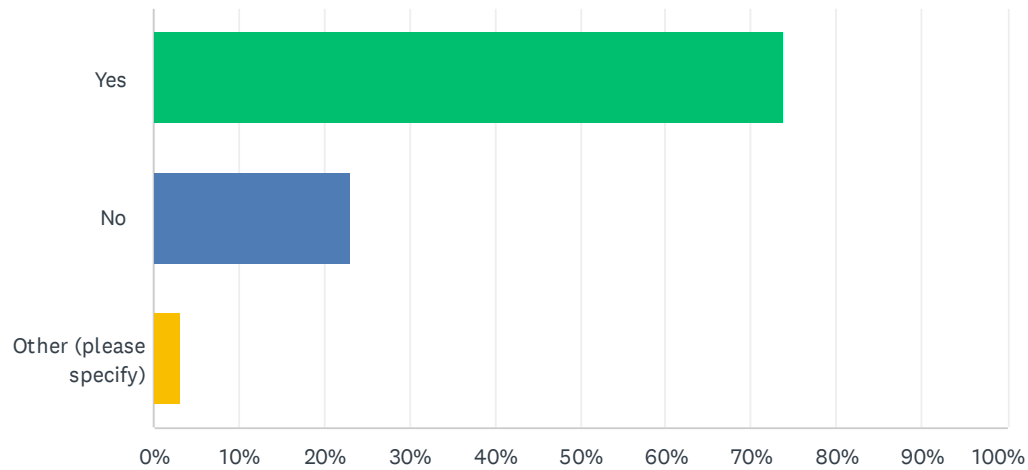


ANSWER CHOICES	RESPONSES	
My service continues as is (with no change)	43.14%	66
My trash service changes to one collection per week (instead of 2x), with a rolling trash tote provided-same cost as current billing	7.19%	11
My service continues the same as it is (with 2 collections per week), but with a rolling trash tote provided at the same cost as current billing	45.10%	69
Other (please specify)	4.58%	7
TOTAL		153

#	OTHER (PLEASE SPECIFY)	DATE
1	One day per week; trash tote provided; less \$\$ per month	7/1/2022 5:16 PM
2	We purchased a rolling cart if it qualified for city requirements, otherwise will take one without charge	6/29/2022 1:09 PM
3	We purchased a rolling cart if it qualified for city requirements, otherwise will take one without charge	6/29/2022 1:09 PM
4	Your police department sucks ass	6/23/2022 10:51 AM
5	County should get rilling totes to prevent trashy looks	6/17/2022 2:19 PM
6	My trash service remains as is (2x a week), and recycling service changes from once per week to twice per week.	6/17/2022 12:08 PM
7	One day during week- one day on weekend morning	6/17/2022 8:57 AM

Q2 Would you be interested in a large rolling cart for recycling at no cost?

Answered: 152 Skipped: 1

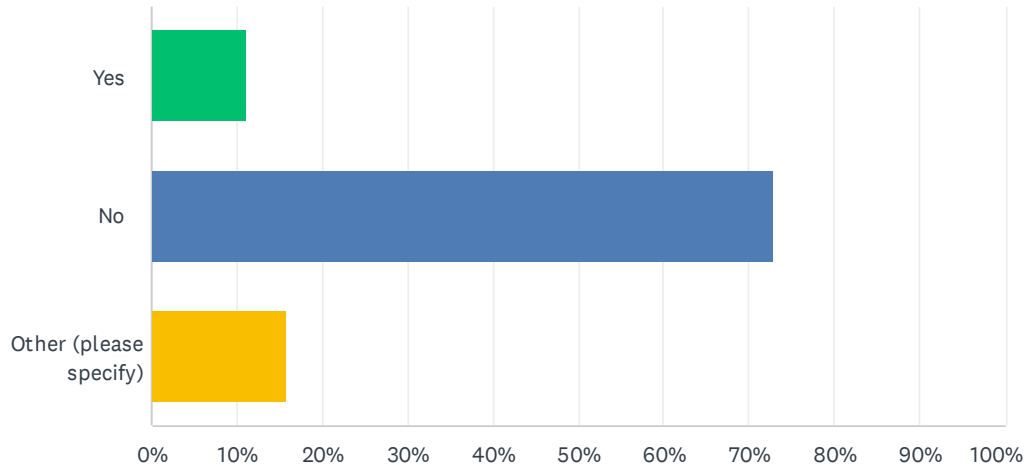


ANSWER CHOICES	RESPONSES
Yes	73.68% 112
No	23.03% 35
Other (please specify)	3.29% 5
TOTAL	152

#	OTHER (PLEASE SPECIFY)	DATE
1	Yes, but We bought one	6/29/2022 6:04 PM
2	Yes, the current ones are wayy too small	6/29/2022 10:27 AM
3	Dr	6/28/2022 9:28 PM
4	And the entire department should be replaced	6/23/2022 10:51 AM
5	Yes - but even with a slight increase in price YES	6/17/2022 8:39 PM

Q3 In the last 12 months, have you had any problems with your trash/recycling pickup service?

Answered: 152 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	11.18%	17
No	73.03%	111
Other (please specify)	15.79%	24
TOTAL		152

#	OTHER (PLEASE SPECIFY)	DATE
1	It too heavy they didn't pick it up	7/1/2022 10:18 AM
2	Inconsistent times 7:30 am vs 4 pm	7/1/2022 10:11 AM
3	Leaves my trash cans in the middle of the road. If they drop something out of my trash cans they will not pick it up. Leaving it to blow all over the road and yard.	6/30/2022 6:47 PM
4	Consistent pickup times	6/30/2022 6:23 AM
5	The sanitation workers are courteous and quick. Joshua charges more than any city for trash pickup.	6/29/2022 11:35 PM
6	We do not currently have trash as we are currently building our house and not living there. We should be moving in in September and will then have services.	6/29/2022 10:45 PM
7	Threw away a small trash can I use in my shop. I just wanted it dumped.	6/29/2022 3:46 PM
8	Trash guys work very hard. I've seen them pick up what has rolled down the street from the wind.	6/29/2022 1:09 PM
9	Trash guys work very hard. I've seen them pick up what has rolled down the street from the wind.	6/29/2022 1:09 PM
10	Unpredictability of time of day they will collect	6/29/2022 11:10 AM
11	Having to break branches down into small pieces	6/29/2022 9:37 AM

Trash and Recycling Service

12	Its Tuesday at 9:26pm and still not picked up from yesterday	6/28/2022 9:28 PM	Item 2.
13	Lots of days they don't pick up or it takes two days for them to.	6/28/2022 9:29 AM	
14	Leaving trash on the side of the streets or in yards that has fallen out when they dump the trash. Or just throwing the trash can wherever they like.	6/28/2022 9:02 AM	
15	They made a good point saying your officers couldn't pass the current physical fitness test because damn they are obese	6/23/2022 10:51 AM	
16	Confusion about holidays that are recognized and not	6/17/2022 8:39 PM	
17	Breaking handles on my trash cans	6/17/2022 7:38 PM	
18	County should get recycling	6/17/2022 2:19 PM	
19	They are not consistent on what time of day they run their route	6/17/2022 2:18 PM	
20	Trash cans are sometimes left in the street (my own, as well as others on the same street) after pickup, and have been broken/damaged by moving vehicles as a result.	6/17/2022 12:08 PM	
21	They push empty rolling can into ditch. I have rheumatoid arthritis and it's very hard to get.	6/17/2022 9:28 AM	
22	Trash guys dumping the recycling with regular trash even though it's in the green container.	6/17/2022 8:35 AM	
23	I feel the amount of loose trash/litter would be greatly reduced if rolling trash cans were provided to all customers.	6/17/2022 8:18 AM	
24	Missed trash pickups & trash scattered on the road from them dumping it & not picking it up.	6/17/2022 8:08 AM	

Q4 Are there any other comments or suggestions about your trash or recycling service you wish to provide?

Answered: 72 Skipped: 81

#	RESPONSES	DATE
1	They do a great job! They shouldn't have to deal with the repeat offenders to do additional bulk pick-up under normal residential service such as full mattress sets, sofas, recliners, etc. Kudos to these hard working people that deal with that on a ongoing basis.	7/6/2022 5:48 PM
2	They're service is great	7/2/2022 7:27 AM
3	We moved from Cedar Hill that only has once a week pick up with waste management it has the rolling totes. It sucked having stinking garbage five days of the week. Also invited rats and other insects into the neighborhood which was always lots of fun getting rid of. Also waste management is terrible at actually picking up your trash unlike our current service. Waste management uses an automated bucket system and will not touch anything that is on the ground it all has to be in the trashcan which limits the amount of trash you can throw away. If you have to double the cost of trash to maintain the level of service we have now, do it.	7/1/2022 1:39 PM
4	Try to stick to a regular schedule. Sometimes recycle/trash comes at 7 am and sometimes they don't come until 4 pm	7/1/2022 10:18 AM
5	A large recycle container would be helpful. Right now recycles blow all over the neighborhood with the shallow bins	7/1/2022 10:11 AM
6	No, I think providing totes are a great idea!!	6/30/2022 10:46 PM
7	They could just do better. Care a little. That's all.	6/30/2022 6:47 PM
8	If pick up day is a holiday, I prefer they make up the date. I believe at one point we ended up going a week without service.	6/30/2022 5:29 PM
9	Trash does not have AUTO Bill Paying !!!! WHY ??	6/30/2022 10:35 AM
10	No	6/30/2022 5:20 AM
11	If go to once a week trash pick up, price needs to be half what it is now.	6/30/2022 4:55 AM
12	Our trash is picked up so late in the day on Mondays (sometimes after 5 p.m.) that so much trash has been blown all over the streets.	6/30/2022 4:54 AM
13	we need recycling education or something. 2 people in my neighborhood recycle. That's it.	6/29/2022 11:35 PM
14	We were surprised when we moved here that we had to buy our own bins. Where we came from bins came with the service.	6/29/2022 6:04 PM
15	None	6/29/2022 4:13 PM
16	yes, If you spill some trash while dumping, pick it up. don't leave it lay. that happens often	6/29/2022 3:46 PM
17	Our men who run the trash trucks do an excellent job. They work hard and have never leave a mess.	6/29/2022 3:28 PM
18	I wouldn't mind the rolling trash tote as long as there was an option to have additional trash picked up that did not fit in the tote. Sometimes with yard work or holidays I have several bags of trash.	6/29/2022 2:57 PM
19	Lower the cost. Trash service should be funded by our taxes.	6/29/2022 1:27 PM
20	Trash has been left on the curb a few times. Maybe the car was blocking the view, but it is always parked there and 9/10 they've picked it up.	6/29/2022 1:09 PM
21	If it ain't broke don't fix it!!!	6/29/2022 1:09 PM

Trash and Recycling Service

Item 2.

22	The gentlemen who pick up trash, work very hard. They pick up things, such as, furniture and limbs and other things that they should not have to pick up. City of Joshua should let homeowners know what should be allowed for pickup.	6/29/2022 1:09 PM
23	The gentlemen who pick up trash, work very hard. They pick up things, such as, furniture and limbs and other things that they should not have to pick up. City of Joshua should let homeowners know what should be allowed for pickup.	6/29/2022 1:09 PM
24	When we are recycling properly, we have more recycling than trash. A large rolling recycling tote would be greatly appreciated. We had one while residing in Arlington and it was nearly full every week. There are only 2 people in my household.	6/29/2022 11:46 AM
25	Thursday Recycling has been missed multiple times with containers by the curb at 7am. My trash can has been emptied and left in the roadway instead of my driveway. This is a big issue when you live on S. Main St.	6/29/2022 10:27 AM
26	They do a great job and dependable. Would like to be able to get rid of bigger items or branches easier	6/29/2022 9:37 AM
27	We have lived in Joshua for 16 years and have no complaints with the trash service. They work hard, pick up most anything, do a great job.	6/29/2022 8:49 AM
28	They are excellent services men. They do an amazing job, that is unrewarding at times. Wish we could do more for them.	6/29/2022 7:58 AM
29	I'm extremely happy with the service currently provided.	6/29/2022 7:50 AM
30	The poor condition of our road would make it difficult for them to use large roller trash containers.	6/29/2022 7:45 AM
31	They do a great job!	6/29/2022 7:27 AM
32	They work hard and do a good job. I appreciate it!!	6/28/2022 11:01 PM
33	No	6/28/2022 9:27 PM
34	Lower the price. As many mistakes are made, I'm paying too much for subpar work.	6/28/2022 7:17 PM
35	We love our trash service, twice a week and the guys are awesome!	6/27/2022 1:41 PM
36	Of course it would seem they have nothing better to do other than harass a guy for doing nothing but parking at a private lot	6/23/2022 10:51 AM
37	We need to have a bulk trash day at the very least every other month.	6/22/2022 12:00 PM
38	My can has been broken several times due to the collectors throwing it from the truck into the yard. It no longer has a lid due to it being thrown away with the garbage	6/19/2022 1:21 PM
39	No	6/19/2022 1:14 PM
40	I like it just the way it is! My street does not have a curb and it will not work with a rolling trash tote. I don't like seeing trash cart sitting out in front of house like my neighbor does. My grandson lives waving at trash man so I would like to continue 2 x a week.	6/18/2022 6:27 PM
41	If the new type of containers and new style of collection suggestions would alleviate me picking up trash blowing all over my property and street almost every collection day that would help.	6/18/2022 12:50 PM
42	To have a better idea of a time pickup (morning or afternoon)	6/17/2022 10:55 PM
43	Rolling recycling tote would be fabulous compared to small box we currently have. We could fill 3 of those little buckets a week.	6/17/2022 8:39 PM
44	No	6/17/2022 8:35 PM
45	Would be great to know if we could have a large item pickup day.	6/17/2022 7:22 PM
46	Find a different provider. The current one lacks in customer service. The driver literally screamed at me last week bc I had to get my bin out of my neighbor's driveway. While, ironically, their bins were in the middle of the road. Additionally, I quit putting my recycle bin out long ago when I realized the same truck was emptying them both (single hopper).	6/17/2022 7:02 PM

Trash and Recycling Service

Item 2.

47	The 2x a week needs to stay, due to the number of times wild/abandoned animals get into the trash. Also, there will need to be away to purchase additional totes as needed.	6/17/2022 5:00 PM
48	Trash guy is selective on picking up garbage or not	6/17/2022 4:47 PM
49	I have lived in multiple places across Texas and the people who pick up in Joshua meadows are top notch hands. Probably the best trash service in Texas	6/17/2022 2:58 PM
50	County should get recycling!!!!	6/17/2022 2:19 PM
51	If the trash employees drop something from the can, they need to pick it up, not just leave it on the side of the road. Also, I have had to replace my cans 3 times in the last year due to them "throwing them" back in the yard/street because they are in a hurry. I cannot understand this, watched them do it on multiple occasions and obviously don't care if the cans break or land in the street.	6/17/2022 2:12 PM
52	Never collect grass in the trash can unless it's bagged	6/17/2022 2:06 PM
53	I wish they would put the trash can in the grass or drive way so the mail can run.	6/17/2022 1:06 PM
54	I really appreciate all of the hard work that goes into maintaining these services, and I hope that all of the men and women behind the scenes know that they are appreciated.	6/17/2022 12:08 PM
55	Our trash people do a great job and have never had any issues with them ever	6/17/2022 12:02 PM
56	The trash and recycling services are excellent. I have lived in several cities (large and small) and Joshua's services are truly the best.	6/17/2022 11:32 AM
57	I was just thinking that having the larger rolling recycle bins would be better. I am usually overflowing with my recycle and have had to come up with ways to keep it from spilling out when I take it to the curb. Large rolling bins for trash will make it easier for many residents who have strength of physical ailments get their garbage to the curb. 1x pick-up per week is not something I would want. If you miss a pick-up that week, then the amount of trash is double the following week. Also more possibility for rodents and wild animals to get into the trash if missed with 1x per week pickup.	6/17/2022 10:51 AM
58	Monthly bulk pick up of large items, brush, etc.	6/17/2022 10:44 AM
59	My only concern is the small recycle bins are a problem in windy conditions. Sometimes I have to throw away things I would prefer to recycle. To whom it may concern, I think the people picking up the trash are doing an excellent job please pass this on.	6/17/2022 10:02 AM
60	Provide monthly bulk pickup.	6/17/2022 9:51 AM
61	I bought my own rolling trash can just to have it constantly thrown in the middle of my concrete driveway or left in the middle of the road.	6/17/2022 9:29 AM
62	It took many weeks to get my trash pickup started when I moved into Heritage II.	6/17/2022 9:23 AM
63	Quit placing can in road after collecting	6/17/2022 9:15 AM
64	Provide everyone with closed lids so that trash doesn't fly everywhere	6/17/2022 8:57 AM
65	I think the service we have is great. I have had no problems.	6/17/2022 8:44 AM
66	The trash service is great! No complaints.	6/17/2022 8:43 AM
67	NA	6/17/2022 8:25 AM
68	It would be nice to be notified when trash day is on a holiday if they will skip the pickup or come the next day. There doesn't seem to be a pattern. Sometimes it's one then the other.	6/17/2022 8:21 AM
69	Thank you for all your hard work .i appreciate it	6/17/2022 8:18 AM
70	Nope! I like the trash service just as it is.	6/17/2022 7:35 AM
71	test	6/17/2022 7:24 AM
72	test	6/16/2022 5:14 PM



**City Council Agenda
July 21, 2022**

Minutes Resolution

Action Item

Agenda Description:

Public hearing on a request for a zoning change regarding approximately 1.4255 acre of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located in the 1000 Block of South Broadway, to change from (JSOD) Joshua Station Overlay District to the (PD) Planned Development District to allow for a restaurant and retail development.

- A. Staff Presentation
- B. Owner's Presentation
- C. Those in Favor
- D. Those Against
- E. Owner's Rebuttal

Background Information:

HISTORY: A preliminary plat of Joshua Station Addition was approved in 2008. The subject property is referred to as Lots 7 & 8, as per the preliminary plat and will be platted as such. This property is located within the Joshua Station Overlay District and as properties develop, they need to have a Planned Development designation and Detailed Site Plan approved prior to construction.

ZONING: This property is zoned (JSOD) Joshua Station Overlay District.

ANALYSIS: The proposed development of this property is to allow for a restaurant and retail development. The proposed building will be 9,834 square feet.

ENGINEERING RELATED ISSUES: The requirements of a detailed site plan include specific information related to engineering and other transportation issues. Because this property requires to be final platted, the City has agreed that these matters be part of the final platting review process.

Financial Information:

Only cost associated with the zoning change request is the publication expense and mailing of public hearing notices to property owners within 200 ft. as required by law. Public written notices sent out not less than 10 days before the P&Z public hearing and at least 15 days before the City Council public hearing.

City Contact and Recommendations:

The proposed request complies with the minimum requirements of a Detailed Site Plan. The Planning & Zoning Board has made their recommendation for approval on July 5, 2022.

Attachments:

- 1) Rezone Application
- 2) Legal Description
- 3) Vicinity Map
- 4) Building Elevations
- 5) Landscape Plan
- 6) Photometric Plan
- 7) Development Standards
- 8) Detailed Site Plan
- 9) JCSUD Hydraulic Analysis
- 10) Public Notice

City of Joshua Development Services Universal Application

Item 3.

Please check the appropriate box below to indicate the type of application you are requesting and provide all information required to process your request.

- | | | |
|--|---|---|
| <input type="checkbox"/> Pre-Application Meeting | <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Zoning Change |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Zoning Variance (ZBA) | <input type="checkbox"/> Subdivision Variance |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Final Plat | <input type="checkbox"/> Amending Plat |
| <input type="checkbox"/> Replat | <input type="checkbox"/> Planned Development Concept Plan | <input checked="" type="checkbox"/> Planned Development Detailed Plan |
| <input type="checkbox"/> Minor Plat | <input type="checkbox"/> Other _____ | |

PROJECT INFORMATION

Project Name: Joshua Station Retail

Project Address (Location): South of 1036 S Broadway St Ste 102, Joshua, TX 76058

Existing Zoning: C-2 General Retail Proposed Zoning: C-2 General Retail

Existing Use: Vacant Proposed Use: Retail and Restaurant

Existing Comprehensive Plan Designation: Commercial/Office/Service Gross Acres: 1.425 Acres

Application Requirements: The applicant is required to submit sufficient information that describes and justifies the proposal. See appropriate checklist located within the applicable ordinance and fee schedule for minimum requirements. Incomplete applications will not be processed.

APPLICANT INFORMATION

Applicant: Aaron Hawkins Company: Jones|Carter

Address: 4500 Mercantile Plaza Suite 210 Tel: 682-268-2207 Fax: _____

City: Fort Worth State: TX ZIP: 76137 Email: ahawkins@jonescarter.com

Property Owner: Brian Lent Company: Highline Real Estate Group

Address: 100 Crescent Court Tel: 214-646-1466 Fax: _____

City: Dallas State: TX ZIP: 75201 Email: blent@highline-re.com

Key Contact: Aaron Hawkins Company: Jones|Carter

Address: 4500 Mercantile Plaza Suite 210 Tel: 682-268-2207 Fax: _____

City: Fort Worth State: TX ZIP: 76137 Email: ahawkins@jonescarter.com

SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)

SIGNATURE: [Signature]

(Letter of authorization required if signature is other than property owner)

Print or Type Name: Brian Lent

Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office on this 26 day of January 2022

Suzannah Johnson
Notary Public



SUZANNAH JOHNSON
Notary ID #12383609
My Commission Expires
October 14, 2025

Signature: [Signature] Date: 1/26/2022

For Departmental Use Only

Case No.: PD2022-01

Project Manager: Jones Carter

500 2500 deposit
Free

Total Fee(s): 3000 total

Check No.: C.C.

Date Submitted: 2/2/22

Accepted By: [Signature]

Date of Complete Application: 2/2/22

STATE OF TEXAS §

COUNTY OF JOHNSON §

A **METES & BOUNDS** description of a certain 1.4255 acre tract of land situated in the George Casseland Survey, Abstract 173 in Johnson County, Texas, being a portion of a called 2.2927 acre tract conveyed to Joshua Retail Partners, LTD by Special Warranty Deed recorded in Clerk's File No. 2021-23057 of the Johnson County Official Public Records (JCOPR); said 1.4255 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, North Central Zone, NAD 83;

COMMENCING at a found cut "X" in concrete being the northwest corner of a called 1.2348 acre tract conveyed to Joshua Grove Retail, LP by Special Warranty Deed recorded in Clerk's File No. 2020-40953 of the JCOPR, also being Lot 6, Block 1 of Joshua Station Addition (unrecorded), and being the northeast corner of a called 9.750 acre tract conveyed to Cypress Creek Joshua Station, LP by Special Warranty Deed recorded in Clerk's File No. 2015-14145 of the JCOPR, also being Lot 10, Block 1 of Cypress Creek at Joshua Station recorded in Volume 10, Page 879 of the Johnson County Plat Records (JCPR);

THENCE, South 01°45'33" East, 179.33 feet along the west line of said Lot 6, east line of said Lot 10 to a found 5/8-inch iron rod (with cap stamped "RPLS 1890") being the southwest corner of said Lot 6 and being the northwest corner of said 2.2927 acre tract and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 88°14'30" East, 300.26 feet along the south line of said Lot 6, north line of said 2.2927 acre tract to a found cut "X" in concrete being the southeast corner of said Lot 6, northeast corner of said 2.2927 acre tract and being in the west right of way line of South Broadway Street (a variable width right of way), from which a found 5/8-inch iron rod (with cap stamped "Pate Surveyors") being the northeast corner of said Lot 6, bears North 01°45'19" West, 179.19 feet;

THENCE, South 01°45'19" East, 219.51 feet along the east line of said 2.2927 acre tract, west line of said South Broadway Street to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") from which a found cut "X" in concrete being the southeast corner of said 2.2927 acre tract, northeast corner of a called 1.1529 acre tract conveyed to CFT NV Developments, LLC by Special Warranty Deed recorded in Clerk's File No. 2021-16764 of the JCOPR, also being Lot 9, Block 1 of Joshua Station Addition recorded in Document No. 2021-77 of the JCPR, bears South 01°45'19" East, 113.33 feet;

THENCE, over and across said 2.2927 acre tract the following three courses:

1. South 88°14'41" West, 55.00 feet to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner");
2. North 01°45'19" West, 15.55 feet to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner");
3. South 88°14'41" West, 245.25 feet to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") in the west line of said 2.2927 acre tract and east line of said Lot 10, from which a found 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") being the northwest corner of said Lot 9, southwest corner of said 2.2927 acre tract, bears South 01°45'33" East, 128.98 feet;

Joshua Retail Partners, LTD
1.4255 Acres

George Casseland Survey
Abstract No. 173

Item 3.

THENCE, North 01°45'33" West, 203.95 feet along the west line of said 2.2927 acre tract, east line of said Lot 10 to the **POINT OF BEGINNING, CONTAINING** 1.4255 acres of land in Johnson County, Texas.

Jones|Carter
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
(972) 488-3880
Texas Board of Professional Engineers & Land Surveyors
Registration No. 100461-03

Acting By/Through Eduardo Martinez
Registered Professional Land Surveyor
No. 5274
Emartinez@jonescarter.com



The screenshot displays a GIS web application interface. The map shows several land parcels outlined in red and blue. Parcel numbers are visible: 126.4932.01060, 126.0173.03793, 126.4932.01090, 126.0173.03790, 126.0636.01950, and 126.0636.01941. A vertical orange line represents S Broadway St, with a '174' marker. Horizontal lines represent Joshua Station Blvd at the top and Mountainaire Rd at the bottom. A street labeled 'Plum St' is also visible. An information popup window is open, displaying details for a selected parcel. The popup has a title bar '(1 of 2)' and contains sections for 'Parcel Owner', 'Property Information', 'Property Location', 'Owner Information', and 'Deed Information'. The 'Property Information' section lists fields: Property ID, Legal Acreage, GEO ID, Legal Description, and Tract or Lot. The 'Property Location' section lists: Street Name. The 'Owner Information' section lists: Owner Name. The 'Deed Information' section includes a 'Zoom to' link. A toolbar at the bottom features icons for home, edit, pan, search, and other map functions. The text 'Maps Contributors. Baylor Un' is partially visible at the bottom right of the map area.

Joshua Station Blvd

Joshua Station Blvd

126.4932.01060

126.0173.03793

126.4932.01090

126.0173.03790

174

S Broadway St

174

Mountainaire Rd

Plum St

126.0636.01950

126.0636.01941

(1 of 2)

Parcel Owner:

[Click Here for GIS Shapefile Data](#)

Property Information

Property ID:

Legal Acreage:

GEO ID:

Legal Description:

Tract or Lot:

Property Location

Street Name:

Owner Information

Owner Name:

Deed Information

[Zoom to](#)

Maps Contributors. Baylor Un



ARCHITECT

VLK Architects, Inc.
2700 Via Fortuna, Suite 230
Austin, Texas 78746
Main Phone: 512.807.3145
www.vlkarchitects.com

ENDEAVOR REAL ESTATE GROUP
XXXX S BROADWAY ST., JOSHUA,
TX 76058

Joshua Station Retail Building

SCHEMATIC DESIGN

NOT FOR REGULATORY
APPROVAL, PERMITTING
OR CONSTRUCTION.

PRINCIPAL IN CHARGE
TEXAS LICENSE #14917

Colleen L. Johnson

ISSUED: 01/31/2022

REVISIONS

Revision No.	Revision Date
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Director	Drawn By
Approver	Author
Designer	Quality Control
Designer	
Proj. Arch.	
Checker	

PROJECT NO.

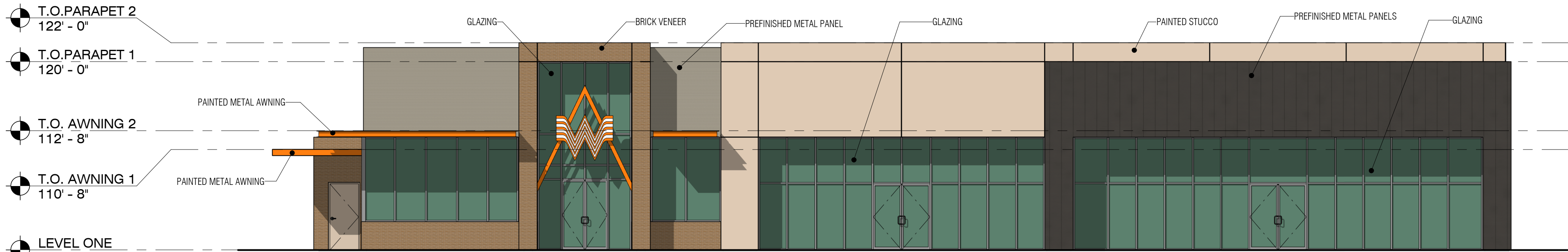
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SHEET TITLE

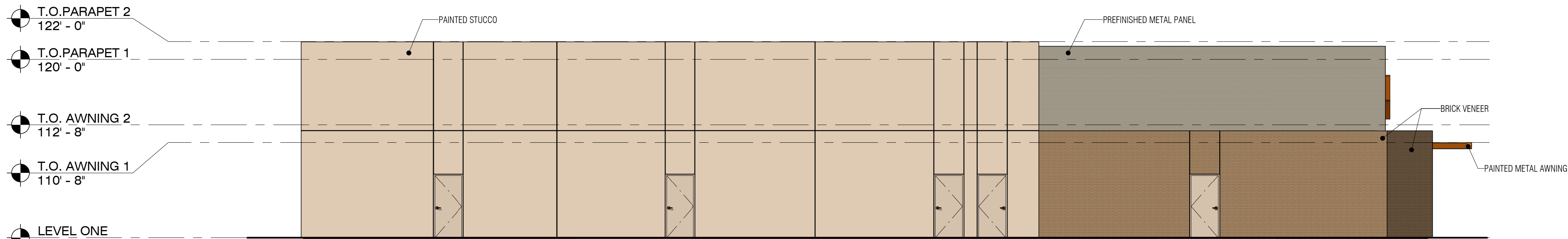
Conceptual Elevations

SHEET NO.

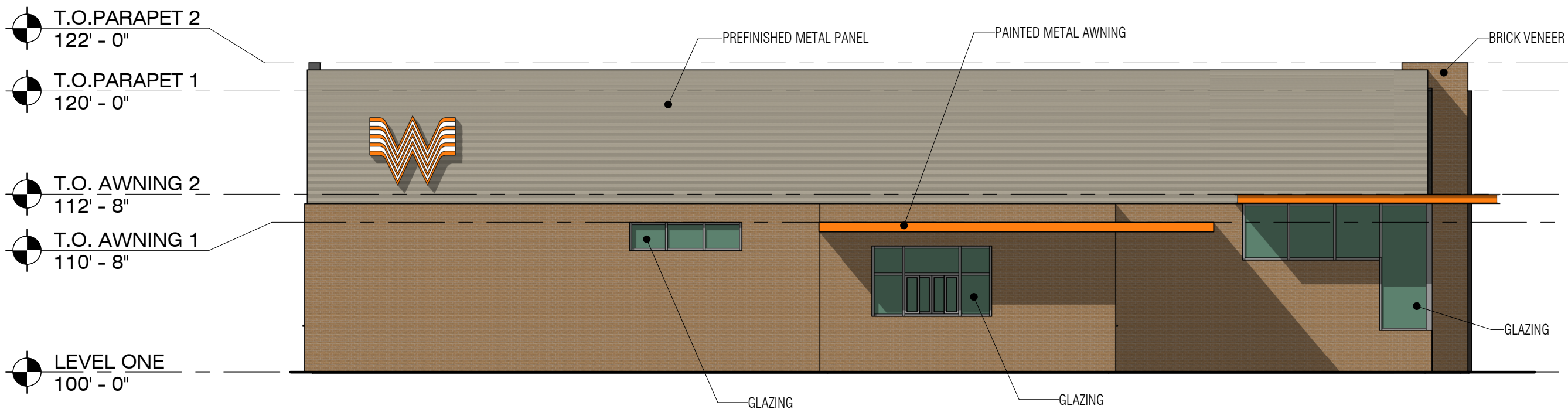
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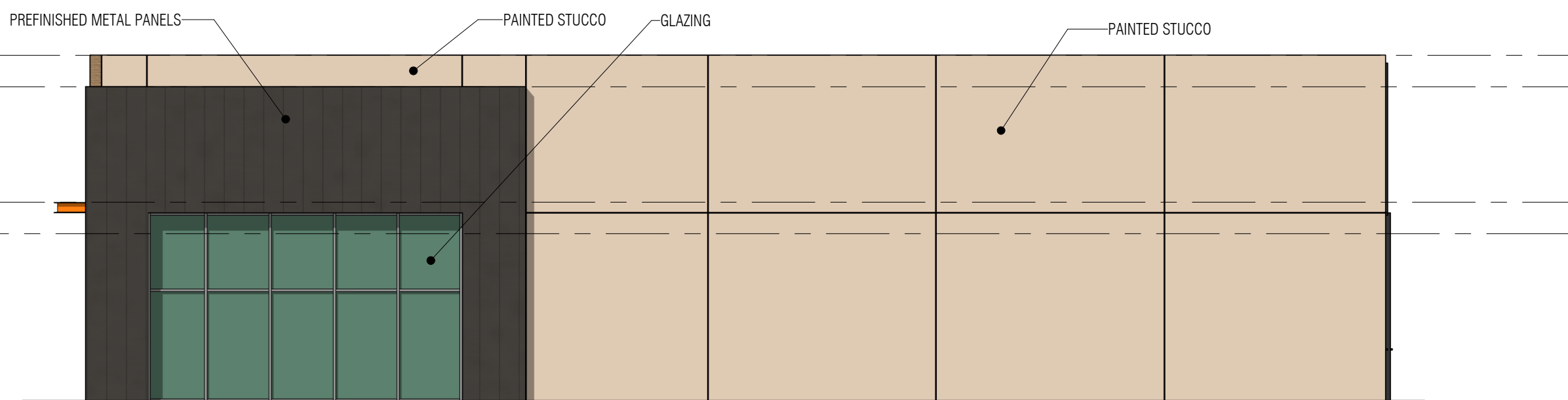
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SCALE: 1/8" = 1'-0"



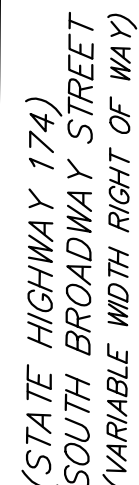
2 WEST BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



3 SOUTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



4 NORTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



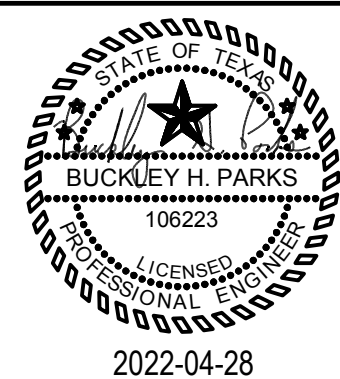


ARCHITECT

VLK Architects, Inc.
2700 Via Fortuna, Suite 230
Austin, Texas 78746
Main Phone: 512.807.3145
www.vlkarchitects.com

hollingsworth pack
Design & Construction Consultants
3801 S. Congress Suite 110 • Austin, TX 78704
PH(512) 275-6060 TX FIRM # 12747

ENDEAVOR REAL ESTATE GROUP
S BROADWAY ST, JOSHUA, TX
76058

ISSUED FOR
PERMIT

ISSUED: 04/28/2022

REVISIONS

Revision No.	Revision Date
--------------	---------------

Director	Drawn By
BPA	MRI
Designer	Quality Control
MRI	
Proj. Eng.	
BPA	

PROJECT NO.

33-1255

SHEET TITLE

ELECTRICAL
PHOTOMETRICS
PLAN

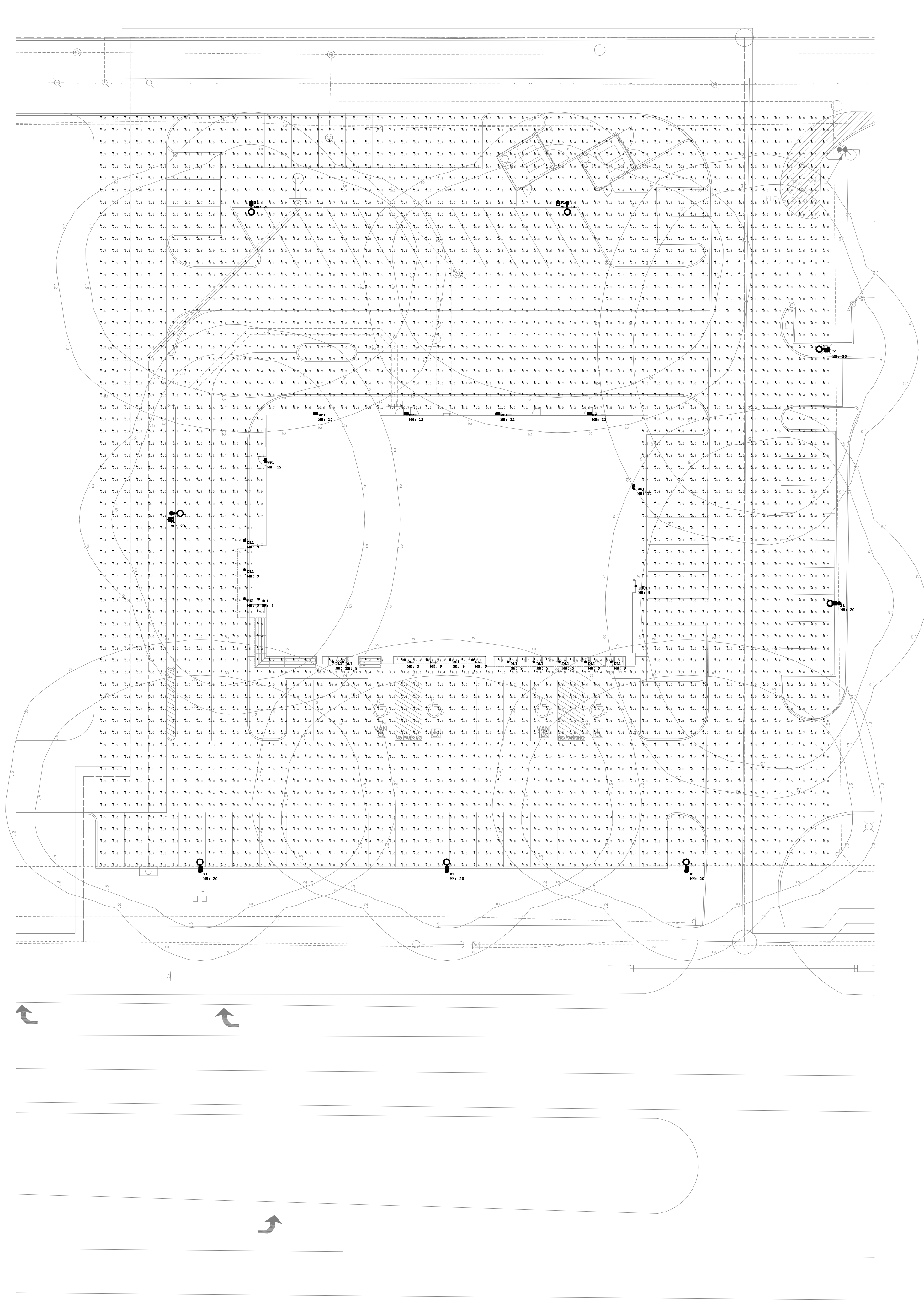
SHEET NO.

E1.02

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GENERAL NOTES:

- A. PHOTOMETRIC PLANS ARE BASED ON MANUFACTURER'S IES FOR ALL EXTERIOR LUMINAIRES.
- B. ACTUAL LUMEN OUTPUT, INSTALLATION LOCATION AND AIMING WILL CAUSE SOME DEVIATIONS BETWEEN THIS PLAN AND THE ACTUAL FOOT-CANDLE LEVELS OBSERVED IN THE FIELD.
- C. POINT VALUES SHOWN ARE THE CALCULATED FOOT-CANDLE LEVELS AT THAT LOCATION.
- D. ALL SITE POLE LIGHTING SHALL BE 20' IN HEIGHT.



1 ELECTRICAL PHOTOMETRICS PLAN
SCALE: 1" = 20'-0"



Joshua Station Restaurant and Retail Development Standards

Purpose: The purpose of the Planned Development District is to allow for new commercial/retail and restaurant development located within the Joshua Station Overlay District on properties designated in the CR, Commercial-Retail Land Use Designation. There are two (2) proposed lots for this development containing a total of 2.29 acres. The property is located at the southwest corner of Joshua Station Blvd and State Highway 174. This Planned Development is for Lot 7 as to be platted. This site is 1.425 acres.

Regulations:

Property shall comply with the provisions set forth in the Zoning and Subdivision Ordinances, as amended; as well as all other codes and ordinances within the City of Joshua, unless specifically set forth within these PD District Standards.

Area Regulations:

Min. Lot Size: 6,000 sq.ft.

Min. Lot Width: 60 ft

Min. Lot Depth: 100 ft

Max. Height: 45 ft

Max. Building Coverage: 50%

Min. Setbacks –

- Front Street Setback – 20 ft
- Side Street Setback – 10 ft
- Side – 0 ft
- Rear – 0 ft

Section 6.18.9: Utility and Service Areas

- C. No open metal railings, hadite brick or cyclone fences are permitted as screening devices; except, however, wood gates for screened areas are permitted and wood fences are permitted for back of building utility screening.

Section 6.18.11: Landscape Standards

F. Quantity of required street trees along SH 174 shall be calculated based on one planted for every seven hundred fifty (750) square feet of front yard setback. Street trees shall be from the approved Tree List.

G. Street trees located in the TXDOT ROW may apply to the required street tree count.

H. Street trees may be staggered to meet calculated quantity. Trees are not required to be inline.

I. Spacing between street trees, measured parallel to the ROW, is 70' maximum and 15' minimum.

J. Joshua Station Development Standards, Landscape Standards, shall supersede other sections of the Zoning Code that conflict.

K. The landscape of Lot 7 of Joshua Station PD shall be as shown on the Lot 7 Landscape Plan incorporated as part of this Joshua Station Development Standards Ordinance.

Section 6.18.13: Lighting Standards For Nonresidential Land Use Types

- D. Street Tree Lighting. Street tree lighting is not required.

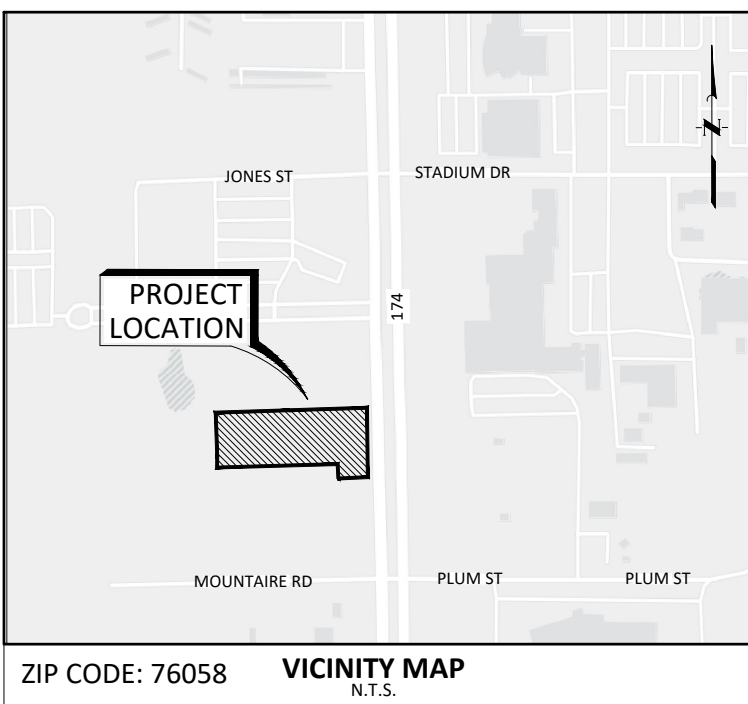
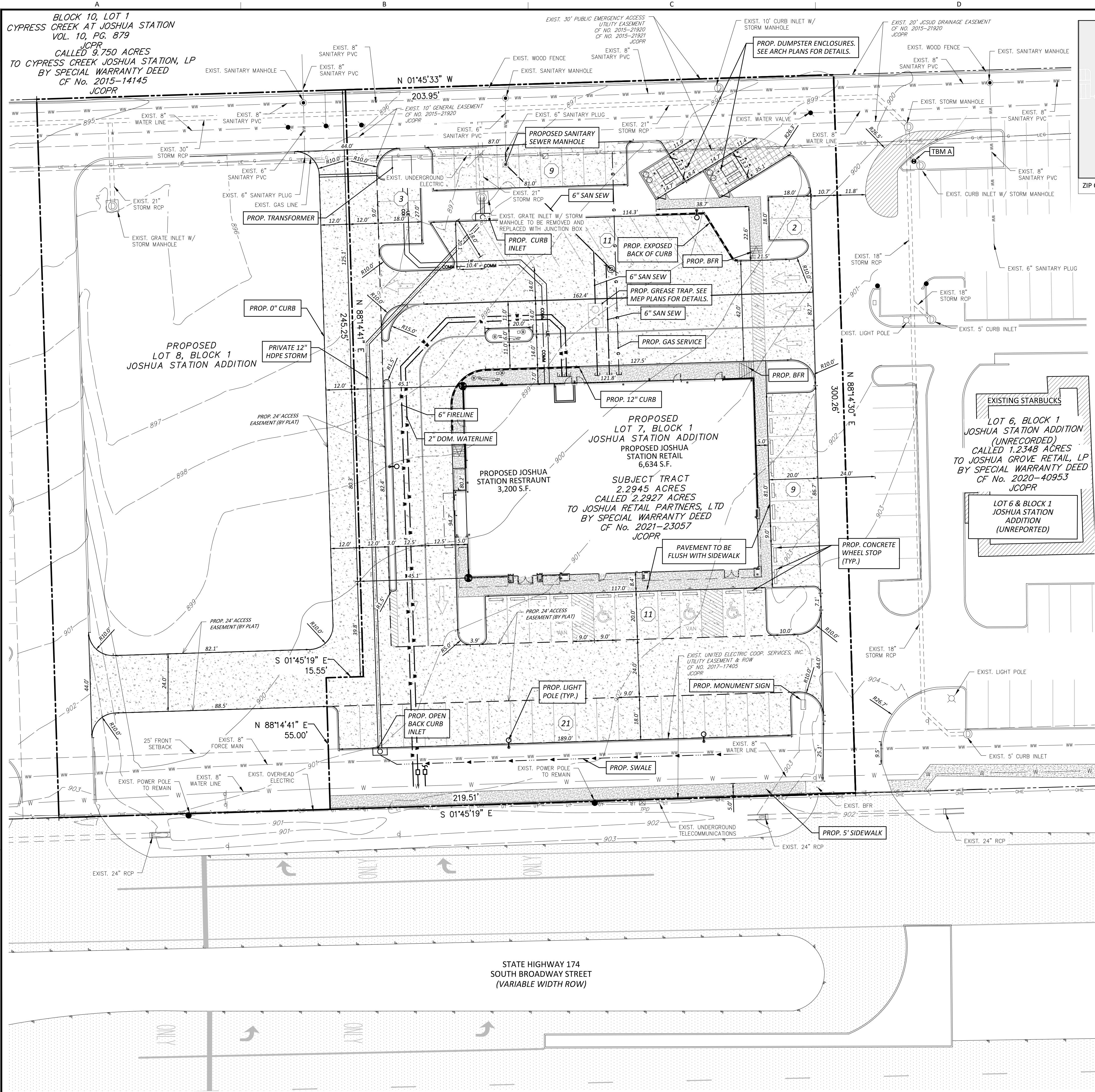
Section 6.18.15: Screening Standards

A six (6) foot minimum to eight (8) foot maximum screen wall or wood fencing is required between residential uses and nonresidential uses. The property owner of the nonresidential use shall be responsible for construction and/or maintenance of the screening wall/fence. The required screen wall or fence shall be installed at time of development of the property.

Article 7 – Parking Requirements**Section 7.7 Off Street Stacking Requirements for Drive Through Facilities**

B.

2. Each service lane of a drive-through restaurant shall have a minimum of six (6) spaces. The drive through lane of Lot 6 of Joshua Station PD shall be as shown on the Lot 6 Site Plan incorporated as part of this Joshua Station Development Standards Ordinance.

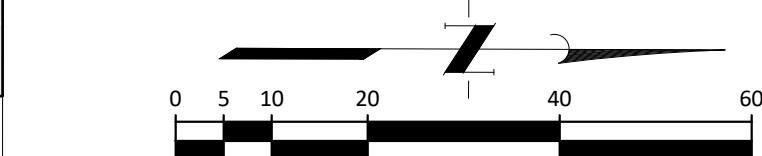


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ALL ELEVATIONS AND BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS UTILIZING THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, GROUND DISTANCES. NAVD (88) DATUM.

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BEING A "X" CUT IN CONCRETE ON THE BACK OF AN INLET LOCATED APPROXIMATELY +/- 50 FEET NORTHEAST FROM THE NORTHWEST CORNER OF THE SUBJECT TRACT. ELEVATION 900.63 FEET, NAVD 88.

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100-YEAR FLOOD PLAIN
ACCORDING TO FLOOD INSURANCE RATE MAP NO. 48251C0160 DATED DECEMBER 4, 2012 PREPARED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR JOHNSON COUNTY, TEXAS, THIS PROPERTY IS WITHIN UNSHADED ZONE "X"; AS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.



LEGEND	
	EXIST. MAJOR CONTOUR
	EXIST. MINOR CONTOUR
	PROPERTY LINE
	EXIST. WATERLINE
	EXIST. GAS
	EXIST. SANITARY SEWER
	EXIST. STORM SEWER
	EXIST. OVERHEAD POWER
	EXIST. UNDERGROUND TELECOMMUNICATIONS
	PROP. UNDERGROUND ELECTRIC
	PROP. COMMUNICATION LINE
	PROP. SANITARY SEWER
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	PARKING COUNT
	EXIST. FIRE HYDRANT TO REMAIN
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	PROP. 7" REINFORCED CONCRETE
	PROP. 6" REINFORCED CONCRETE
	PROP. 4" REINFORCED CONCRETE SIDEWALK
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	EXIST. STORM SEWER TABLETOP INLET AND MANHOLE
	PROP. BARRIER FREE RAMP
	PROPOSED MENU BOARD
	PROPOSED CONCRETE WHEEL STOP
	PROPOSED LIGHT POLE (SEE MEP PLANS)

ENGINEER
JONES | CARTER, INC.
4500 MERCANTILE PLAZA DRIVE
SUITE 210
FORT WORTH, TEXAS 76137
TEL (972) 265-7190
CONTACT: RYAN ALCALA, PE

OWNER / DEVELOPER
JOSHUA RETAIL PARTNERS, LTD
100 CRESCENT COURT
SUITE 1250
DALLAS, TX 75201
TEL (214)-646-1466
CONTACT: BRIAN R. LENT

- NOTES**
- ALL DIMENSIONS ARE SHOWN PERPENDICULAR AND TO THE FRONT OF THE CURB UNLESS OTHERWISE NOTED.
 - ALL CURB IS PERMANENT UNLESS NOTED OTHERWISE.
 - SEE ARCH. PLANS FOR EXACT BUILDING DIMENSIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - CONTRACTOR TO USE CARE NOT TO DISTURB EXISTING LANDSCAPING OUTSIDE DISTURBED AREA. IF DISTURB CONTRACTOR TO RESTORE TO ORIGINAL CONDITIONS OR BETTER.
 - CONTRACTOR TO VERIFY THE LOCATION OF EXISTING UTILITIES.

SITE DATA FOR JOSHUA STATION RETAIL PROPOSED DEVELOPMENT	
1038 SOUTH BROADWAY STREET JOSHUA, TEXAS 76058 JOSHUA STATION ADDITION - LOT 7, BLOCK 1	
GENERAL	
EXISTING ZONING:	CR - CORRIDOR RETAIL
FRONT SETBACK:	20 FEET
SIDE SETBACK:	0 FEET
REAR SETBACK:	0 FEET
TOTAL LOT AREA:	62,073 SQUARE FEET (1.425 AC)
EXISTING USE:	UNDEVELOPED
PROPOSED BUILDING:	RETAIL AND RESTAURANT
BUILDING AREA:	9,834 SQUARE FEET (0.226 AC)
FLOOR AREA RATIO:	0.16 : 1
PROPOSED BUILDING HEIGHT:	1 STORY - 22 FEET
PARKING RATIO:	32 SPACES (1 SPACE / 100 SF - RESTAURANT) 34 SPACES (1 SPACE / 200 SF - RETAIL)
PARKING REQUIRED:	66 SPACES
ADA PARKING REQUIRED:	3 SPACES
PARKING PROVIDED:	66 SPACES
ADA PARKING PROVIDED:	4 SPACES
QUEUING PROVIDED:	22 SPACES
LANDSCAPE/PERVIOUS AREA:	8,302 SQUARE FEET (0.19 AC)
LANDSCAPE AREA PERCENTAGE:	13.4%
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www.texas811.org
Texas811 or 1-800-545-6005

App. No. Date

REVISIONS

Item 3.

DESIGNED BY: ACH
CHECKED BY: RIA
DRAWN BY: CPZ

SCALE: AS SHOWN
DATE: APRIL 2022
JOB NO.: 11747-0036-00

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 1-23399
4500 Mercantile Plaza Drive, Suite 210 Fort Worth, Texas 76137 Fax: 268-2260

STATE OF TEXAS
RYAN ALCALA
137823
LICENSED PROFESSIONAL ENGINEER
04/20/2022



JOSHUA STATION RESTAURANT AND RETAIL
1038 SOUTH BROADWAY STREET, JOHNSON COUNTY, TX 76058

SITE PLAN
LOT 7, BLOCK 1
JOSHUA STATION ADDITION
1038 SOUTH BROADWAY STREET
JOSHUA, TEXAS 76058

SHEET NO.

C-4

OF C-14

	<h1>Hydraulic Analysis Report</h1> <p>Subject to Change*</p>
<p><u>Development</u></p> <p>Joshua Station Restaurant and Retail</p>	<p><u>Developer</u></p> <p>Brian Lent</p>
<p><u>Proposed Connections</u></p> <p>1 - 103 GPM Domestic and 20.2 GPM Irrigation</p>	<p><u>Pressure Plane</u></p> <p>34</p>
<p><u>Location</u></p> <p>1050 S Broadway St., Joshua, TX 76058</p>	<p><u>Analysis Type</u></p> <p> <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Standard W/ Fire Flow <input type="checkbox"/> Re-Evaluation </p>
<p><u>Development's Impact on System**</u></p> <p>Negligible</p>	<p><u>Meets TCEQ requirements</u></p> <p> <input checked="" type="checkbox"/> With System Improvements <input type="checkbox"/> Without System Improvements </p>
<p><u>Estimated Fire Flow at Development (Existing)***</u></p> <p>GPM 1,500 PSI 65.30</p>	<p><u>Estimated Fire Flow at Development (W/ Improvements)***</u></p> <p>GPM N/A PSI</p>
<p><u>Required Improvements</u></p> <p>Summary Participation in Joshua Main Street 16" Waterline and elevated storage improvements.</p>	
<p><u>Approval</u></p> 	<p><u>Date</u></p> <p>05/25/2022</p>

*The hydraulic analysis does not hold capacity within the District's system. It is an overview study for your development within the system as of the date of the analysis. With growth and additional infrastructure being installed within the system, this study is subject to change.

**Note this analysis is evaluated with JCSUD's minimum line size. Any offsite or larger lines are listed in the analysis. Please reference JCSUD specifications for minimum line sizing.

***Fire Flow GPM and Pressure is for the development while maintaining the required TCEQ minimum of 20 psi for the affected Pressure Plane.

Required Improvements

OFF-SITE

Participation in Joshua Main Street 16" waterline and elevated storage improvements.

ON-SITE

None.

Notice of Public Hearing

Notice is hereby given that the City of Joshua's Planning and Zoning Commission and City Council will conduct public hearings to consider the request for a zoning change from the (JSOD) Joshua Station Overlay District to the (PD), Planned Development District on 2.2945 acre of land, Lots 7 and 8, Block 1, in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas. This property is in the 1000 Block of South Broadway. The purpose of this request is to allow for a restaurant and retail development.

The Planning and Zoning Commission will conduct its public hearing on July 5, 2022, at 6:30 PM and the City Council will conduct its public hearing and consideration on July 21, 2022, at 6:30 PM. Both meetings will be held in the City Council Chambers at Joshua City Hall, 101 South Main Street, Joshua, TX 76058.



**City Council Agenda
July 21, 2022**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a request for a zoning change regarding approximately 1.4255 acre of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located in the 1000 Block of South Broadway, to change from (JSOD) Joshua Station Overlay District to the (PD) Planned Development District to allow for a restaurant and retail development.

Background Information:

HISTORY: A preliminary plat of Joshua Station Addition was approved in 2008. The subject property is referred to as Lots 7 & 8, as per the preliminary plat and will be platted as such. This property is located within the Joshua Station Overlay District and as properties develop, they need to have a Planned Development designation and Detailed Site Plan approved prior to construction.

ZONING: This property is zoned (JSOD) Joshua Station Overlay District.

ANALYSIS: The proposed development of this property is to allow for a restaurant and retail development. The proposed building will be 9,834 square feet.

ENGINEERING RELATED ISSUES: The requirements of a detailed site plan include specific information related to engineering and other transportation issues. Because this property requires to be final platted, the City has agreed that these matters be part of the final platting review process.

Financial Information:

Only cost associated with the zoning change request is the publication expense and mailing of public hearing notices to property owners within 200 ft. as required by law. Public written notices sent out not less than 10 days before the P&Z public hearing and at least 15 days before the City Council public hearing.

City Contact and Recommendations:

Aaron Maldonado, Development Services Director

The proposed request complies with the minimum requirements of a Detailed Site Plan. Staff recommends approval.

Attachments:

Item 4.

1. PD Ordinance
2. Exhibit 1 Legal Description
3. Exhibit 2 Detailed Site Plan
4. Exhibit 3 Lighting Plan
5. Exhibit 4 Landscape Plan
6. Exhibit 5 Building Elevations
7. Exhibit 6 Development Standards

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, CHANGING THE ZONING ON APPROXIMATELY 1.4255 ACRE TRACT OF LAND LOCATED IN THE 1000 BLOCK SOUTH STATE HIGHWAY 174, AND BEING LOCATED WITHIN THE JOSHUA STATION OVERLAY DISTRICT WITH A LAND USE DESIGNATION OF CR, CORRIDOR RETAIL TO PLANNED DEVELOPMENT DISTRICT (PD), IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Joshua, Texas, has recommended that the official zoning map of the City be amended to reflect that the zoning on approximately 1.4255 acre tract of land located in the 1000 Block of South State Highway 174, and being located within the Joshua Station Overlay District with a Land Use Designation of CR, Corridor Retail to Planned Development District (PD); and

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearings, the City Council of the City of Joshua, Texas, has determined that it is in the public's best interest and in support of the health, safety, morals and general welfare of the citizens of the City of Joshua, Texas, that the official zoning map of the City of Joshua, Texas, be amended to reflect the aforementioned change of zoning; and

WHEREAS, all required notices pursuant to the City of Joshua's Zoning Ordinance and Chapter 211 of the Texas Local Government Code have been accomplished;

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

SECTION 1

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this Ordinance, the official zoning map of the City of Joshua, Texas, is hereby amended and changed in the following particulars, and all other existing

sections, subsections, paragraphs, sentences, definitions, phrases and words of the Zoning Ordinance are not amended, but shall remain intact and are hereby ratified, verified and affirmed:

The zoning on the property described in Exhibit 1, the legal description of the property, attached hereto and incorporated herein for all purposes, is changed to Planned Development District (PD). All development on the property shall be in accordance with the Detailed Site Plan, attached hereto as Exhibit 2 and incorporated herein for all purposes; the Enlarged Site Plan and Lighting Plan, attached hereto as Exhibit 3 and incorporated herein for all purposes; the Landscape Plan, attached hereto as Exhibit 4 and incorporated herein for all purposes; and the Building Elevations, attached hereto as Exhibit 5 and incorporated herein for all purposes.

SECTION 3

The property described herein shall be subject to, and conform to, the Development Standards, attached hereto as Exhibit 6 and incorporated herein for all purposes.

SECTION 4

All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Joshua, Texas, are hereby repealed to the extent that said ordinances, resolutions, or parts thereof, are in conflict herewith.

SECTION 5

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6

This Ordinance shall take effect and be in full force from and after its passage, as provided by the Revised Civil Statutes of the State of Texas.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF JOSHUA, TEXAS, THIS 21ST DAY OF JULY, 2022.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

EXHIBIT 1

(Legal Description of the Property)

EXHIBIT 2

(Detailed Site Plan)

EXHIBIT 3

(Enlarged Site Plan and Lighting Plan)

EXHIBIT 4

(Landscape Plan)

EXHIBIT 5

(Building Elevations)

EXHIBIT 6

Development Standards

STATE OF TEXAS §

COUNTY OF JOHNSON §

A **METES & BOUNDS** description of a certain 1.4255 acre tract of land situated in the George Casseland Survey, Abstract 173 in Johnson County, Texas, being a portion of a called 2.2927 acre tract conveyed to Joshua Retail Partners, LTD by Special Warranty Deed recorded in Clerk's File No. 2021-23057 of the Johnson County Official Public Records (JCOPR); said 1.4255 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, North Central Zone, NAD 83;

COMMENCING at a found cut "X" in concrete being the northwest corner of a called 1.2348 acre tract conveyed to Joshua Grove Retail, LP by Special Warranty Deed recorded in Clerk's File No. 2020-40953 of the JCOPR, also being Lot 6, Block 1 of Joshua Station Addition (unrecorded), and being the northeast corner of a called 9.750 acre tract conveyed to Cypress Creek Joshua Station, LP by Special Warranty Deed recorded in Clerk's File No. 2015-14145 of the JCOPR, also being Lot 10, Block 1 of Cypress Creek at Joshua Station recorded in Volume 10, Page 879 of the Johnson County Plat Records (JCPR);

THENCE, South 01°45'33" East, 179.33 feet along the west line of said Lot 6, east line of said Lot 10 to a found 5/8-inch iron rod (with cap stamped "RPLS 1890") being the southwest corner of said Lot 6 and being the northwest corner of said 2.2927 acre tract and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 88°14'30" East, 300.26 feet along the south line of said Lot 6, north line of said 2.2927 acre tract to a found cut "X" in concrete being the southeast corner of said Lot 6, northeast corner of said 2.2927 acre tract and being in the west right of way line of South Broadway Street (a variable width right of way), from which a found 5/8-inch iron rod (with cap stamped "Pate Surveyors") being the northeast corner of said Lot 6, bears North 01°45'19" West, 179.19 feet;

THENCE, South 01°45'19" East, 219.51 feet along the east line of said 2.2927 acre tract, west line of said South Broadway Street to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") from which a found cut "X" in concrete being the southeast corner of said 2.2927 acre tract, northeast corner of a called 1.1529 acre tract conveyed to CFT NV Developments, LLC by Special Warranty Deed recorded in Clerk's File No. 2021-16764 of the JCOPR, also being Lot 9, Block 1 of Joshua Station Addition recorded in Document No. 2021-77 of the JCPR, bears South 01°45'19" East, 113.33 feet;

THENCE, over and across said 2.2927 acre tract the following three courses:

1. South 88°14'41" West, 55.00 feet to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner");
2. North 01°45'19" West, 15.55 feet to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner");
3. South 88°14'41" West, 245.25 feet to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") in the west line of said 2.2927 acre tract and east line of said Lot 10, from which a found 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") being the northwest corner of said Lot 9, southwest corner of said 2.2927 acre tract, bears South 01°45'33" East, 128.98 feet;

Joshua Retail Partners, LTD
1.4255 Acres

George Casseland Survey
Abstract No. 173

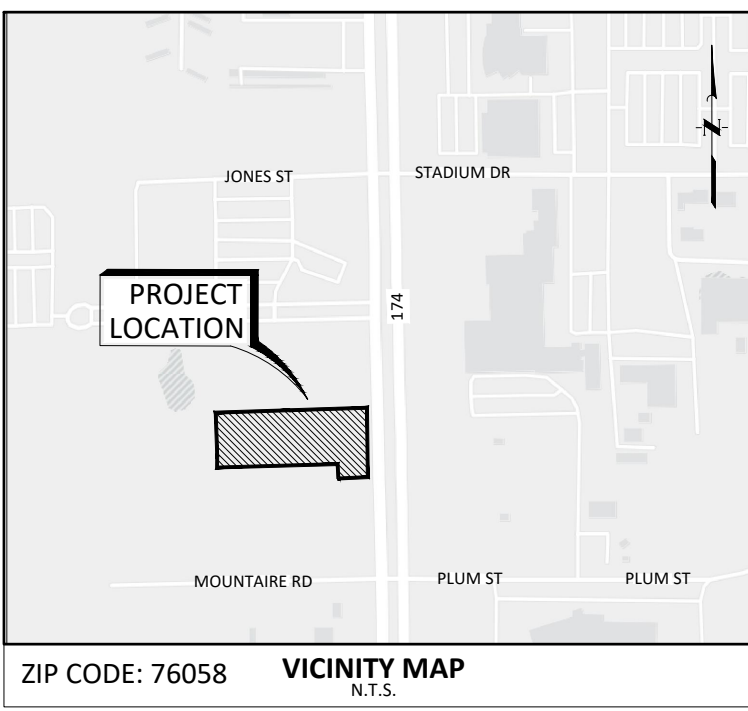
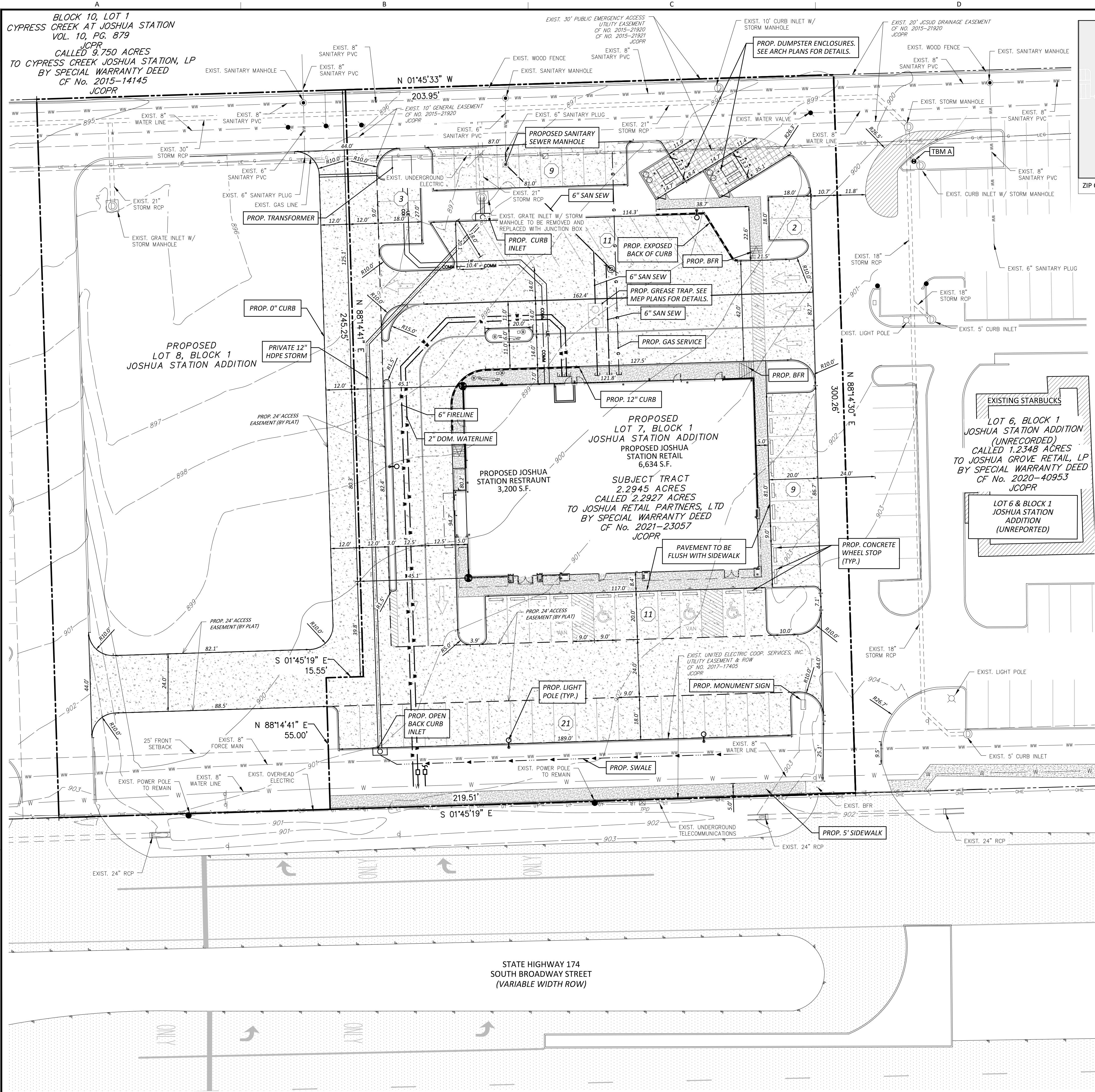
Item 4.

THENCE, North 01°45'33" West, 203.95 feet along the west line of said 2.2927 acre tract, east line of said Lot 10 to the **POINT OF BEGINNING, CONTAINING** 1.4255 acres of land in Johnson County, Texas.

Jones|Carter
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
(972) 488-3880
Texas Board of Professional Engineers & Land Surveyors
Registration No. 100461-03

Acting By/Through Eduardo Martinez
Registered Professional Land Surveyor
No. 5274
Emartinez@jonescarter.com



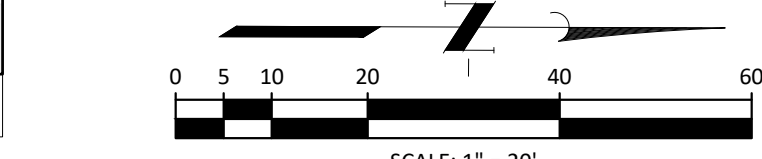


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Quidity
Texas Board of Professional Engineers and Land Surveyors Reg. No. 1-23399
4500 Mercantile Plaza Drive, Suite 210 Fort Worth, Texas 76137 Fax: 817-288-2260

Ryan Alcala
Professional Engineer
04/20/2022

JOSHUA STATION RESTAURANT AND RETAIL
1038 SOUTH BROADWAY STREET, JOHNSON COUNTY, TX 76058

SITE PLAN
LOT 7, BLOCK 1
JOSHUA STATION ADDITION
1038 SOUTH BROADWAY STREET
JOSHUA, TEXAS 76058

SHEET NO. **C-4**

OF C-14

BY SPECIAL WARRANTY DEED
CF No. 2015-14145
JCOPR

N 01°45'33" W 332.93'

EXIST. 20' JCSUD DRAINAGE EASEMENT
CF No. 2015-14299
JCOPR

EXIST. WOOD FENCE

EXIST. 10' GENERAL EASEMENT
CF No. 2015-21920
JCOPR

EXIST. 30' PUBLIC EMERGENCY ACCESS
CF No. 2015-21920
JCOPR

EXIST. 10' CURB INLET W/ STORM MANHOLE
RIM EL=888.00'
24" RCP FL SE=893.49'

EXIST. SANITARY MANHOLE
RIM EL=886.53'
SC PVC FL N=886.19'
SC PVC FL S=885.19'

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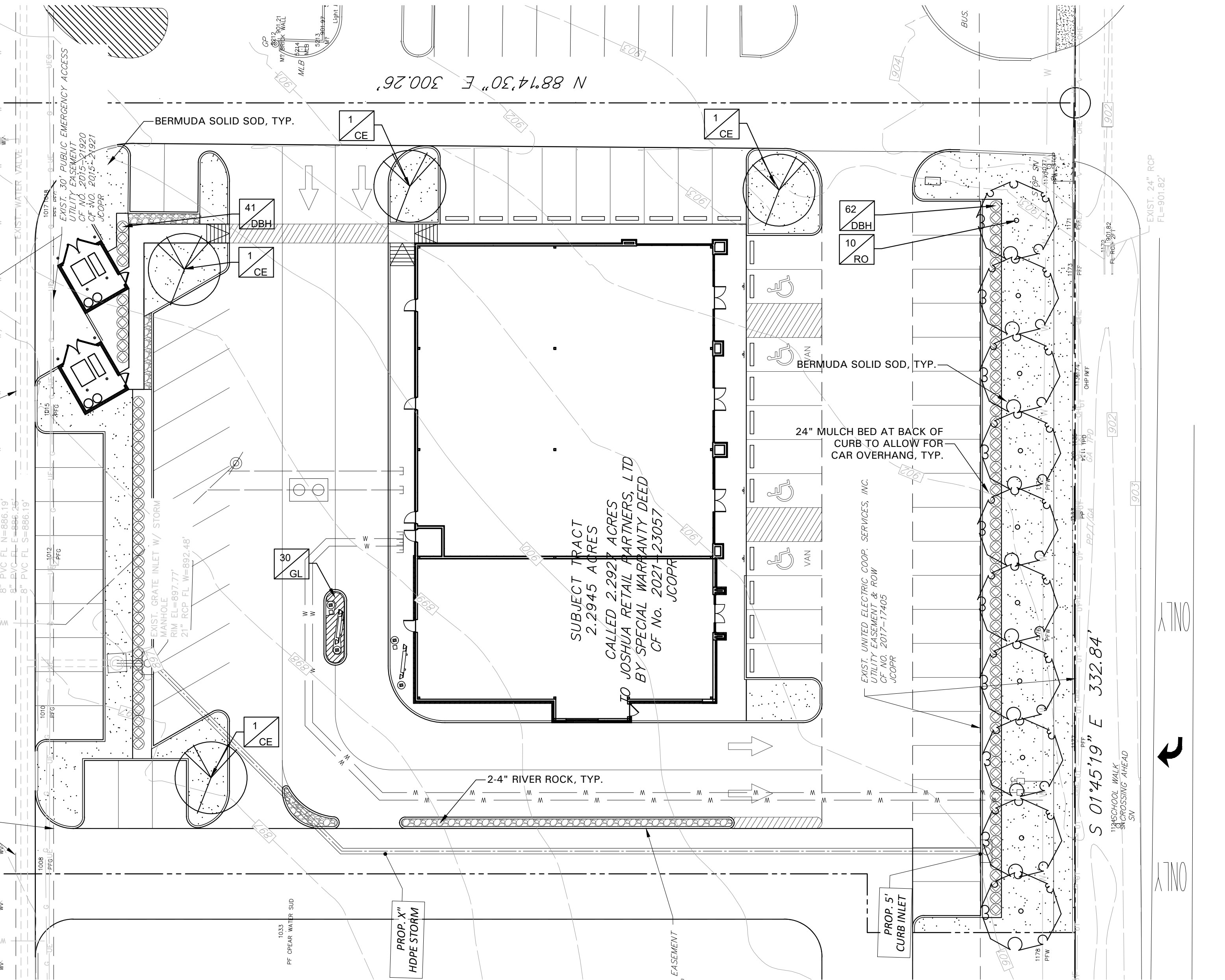
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(STATE HIGHWAY 174)
SOUTH BROADWAY STREET
(VARIABLE WIDTH RIGHT OF WAY)

- GENERAL LAWN NOTES**
- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER
 - LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION
 - CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN GRADE. CORRECT AREAS WHERE STANDING WATER MAY OCCUR.
 - ALL LAWN AREAS SHALL BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNERS CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
 - CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER. REMOVE ALL DIRT CLODS, STICKS, CONCRETE SPOILS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
 - CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
 - CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

- SOLID SOD:**
- SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM. THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
 - SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD. NOT LESS THAN 2 YEARS OLD. FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+1/4"). EXCLUDING TOP GROWTH AND THATCH.
 - LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS. NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS.
 - TOP DRESS JOINTS IN SOD BY HAND WITH TOPSOIL TO FILL VOIDS IF NECESSARY.
 - SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
 - SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A RATE OF 4 POUNDS PER 1000 S.F.

- HYDROMULCH:**
- SCARIFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
 - BERMUDA GRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
 - FIBER SHALL BE 100% WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY "CONWEB" OR EQUAL.
 - FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
 - HYDROMULCH WITH BERMUDA GRASS SEED AT A RATE OF 2 POUNDS PER 1000 S.F.
 - USE A BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPRAY.
 - IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
 - IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDROMULCH AREAS SHALL BE OVER-SEED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
 - AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION.
 - ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

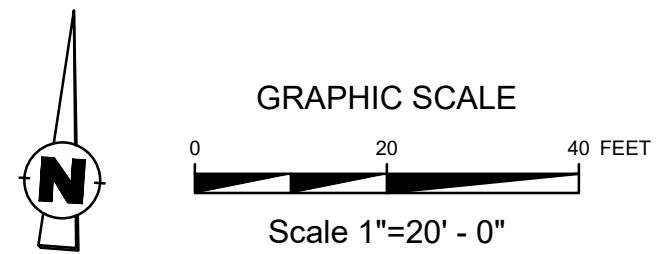
- LANDSCAPE NOTES**
- CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
 - CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
 - A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
 - CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
 - LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
 - PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.
 - EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
 - MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.
 - QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
 - CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEEDED AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
 - TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
 - 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL. PINE STRAW MULCH IS PROHIBITED.
 - WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 1405 WEED BARRIER OR APPROVED EQUAL. CONTRACTOR TO PROVIDE UNIT PRICINGS OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

- IRRIGATION:**
- ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.
- MAINTENANCE REQUIREMENTS:**
- VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
 - MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
 - ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.
- MISCELLANEOUS MATERIALS:**
- STEEL EDGING SHALL BE 3/16" X 4 X 16" DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.
 - RIVER ROCK SHALL BE ARIZONA RIVER ROCK, 2" - 4" DIAMETER. RIVER ROCK SHALL BE COMPACTED TO A MINIMUM OF 3" DEPTH OVER FILTER FABRIC.

PLANT SCHEDULE				
QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE NOTES
SHADE TREES				
4	CE	Cedar Elm	Ulmus crassifolia	3" cal. 12' ht., 4" spread, matching
10	RO	Texas Red Oak	Quercus texana	3" cal. 12' ht., 4" spread, matching
SHRUBS				
103	DBH	Dwarf Burford Holly	Ilex cornuta 'Burford Nana'	5 gal. full, 20" spread, 36" o.c.
GROUND COVER/VINES/GRASS				
		Bermuda Solid Sod	Cynodon dactylon	

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.

LANDSCAPE TABULATIONS for Joshua, TX	
Site Requirements	
1. 20% of the total lot area shall be devoted to landscape.	
2. Not less than 40% of the total landscape shall be located in the front yard.	
3. One shade tree, 3" cal, shall be planted for every 500 s.f. of front yard setback.	
Site: 62,070 s.f.	
REQUIRED	PROVIDED
12414 s.f. (20%)	10,610 s.f. (17%)
4,966 s.f. (40%)	5936 s.f.
10 trees, 3" cal.	10 trees, 3" cal.
Parking Lot	
1. A minimum of 10% (parking area 50,000 s.f. of larger) or 8% (parking 25000 - 49,999 s.f.) or 5% of the gross parking area shall be landscaped.	
2. One tree shall be provided for every 15 parking spaces.	
3. Parking light screen shall be provided on nonresidential properties where headlight glare is directly adjacent to the ROW.	
Parking Area: 25,437 s.f.	
Parking Spaces: 57	
REQUIRED	PROVIDED
2035 s.f. (8%)	2,751 s.f. (10.8%)
4 trees, 3" cal.	4 trees, 3" cal.



AWR Designs, LLC
P.O. Box 1746
Aledo, Texas 76008
amanda@awr-designs.com
c. 512.517.5589

App.

REVISIONS

No.

Date

DESIGNED BY:

CHECKED BY:

DRAWN BY:

SCALE:

DATE:

JOB NO.:

JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439
4500 Westcreek Plaza Drive, Suite 100 • Fort Worth, Texas 76137 • 817.268.2020

JOSHUA STATION RETAIL

JOHNSON COUNTY, TX

LANDSCAPE PLAN

SHEET NO.

L1.01

OF



ARCHITECT

VLK Architects, Inc.
2700 Via Fortuna, Suite 230
Austin, Texas 78746
Main Phone: 512.807.3145
www.vlkarchitects.com

ENDEAVOR REAL ESTATE GROUP
XXXX S BROADWAY ST., JOSHUA,
TX 76058

Joshua Station Retail Building

SCHEMATIC DESIGN

NOT FOR REGULATORY
APPROVAL, PERMITTING
OR CONSTRUCTION.

PRINCIPAL IN CHARGE
TEXAS LICENSE #14917

Colleen L. ...

ISSUED: 01/31/2022

REVISIONS

Revision No.	Revision Date
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Director	Drawn By
Approver	Author
Designer	Quality Control
Designer	
Proj. Arch.	
Checker	

PROJECT NO.

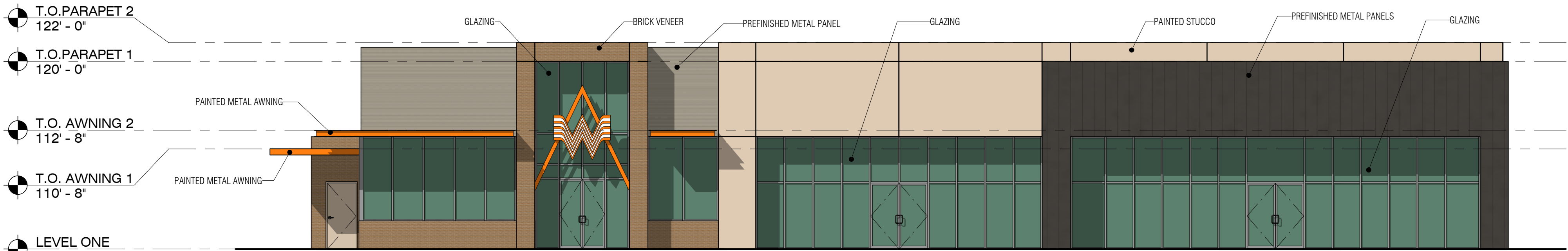
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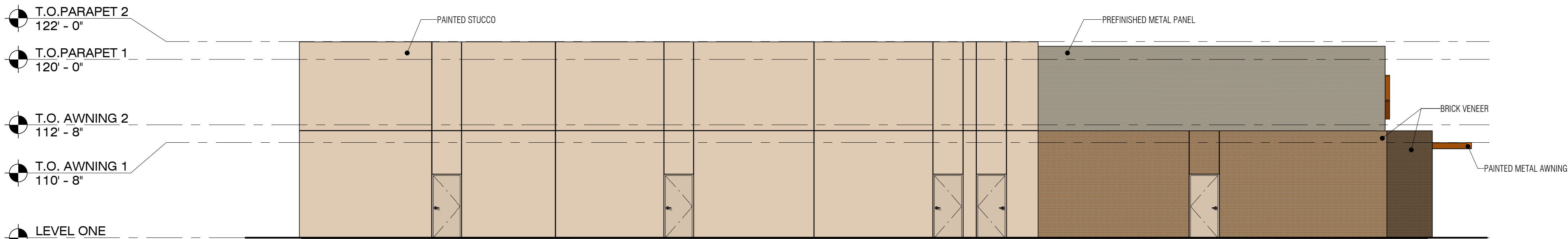
Conceptual Elevations

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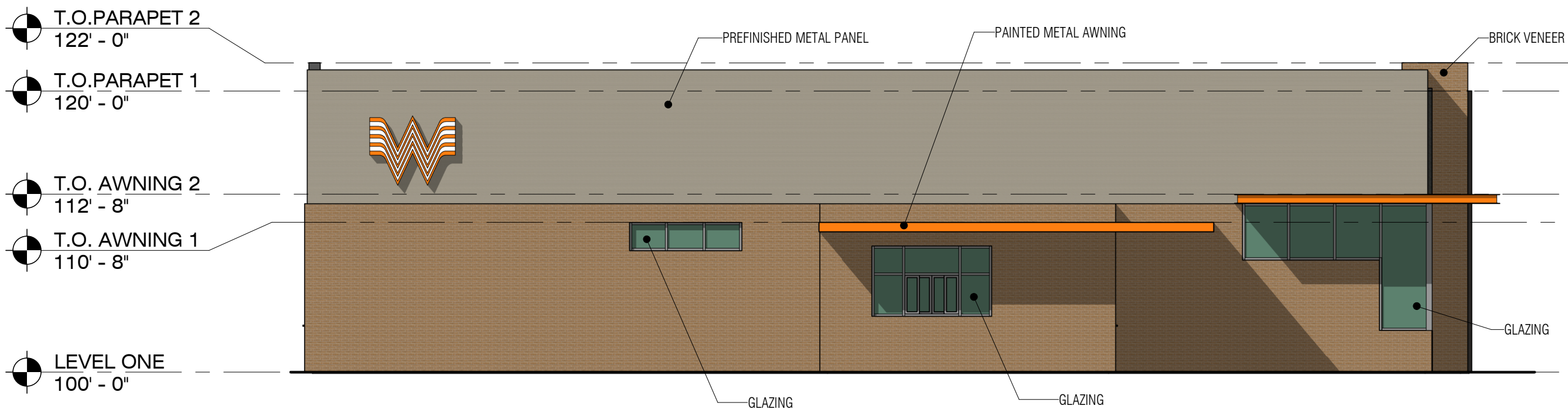
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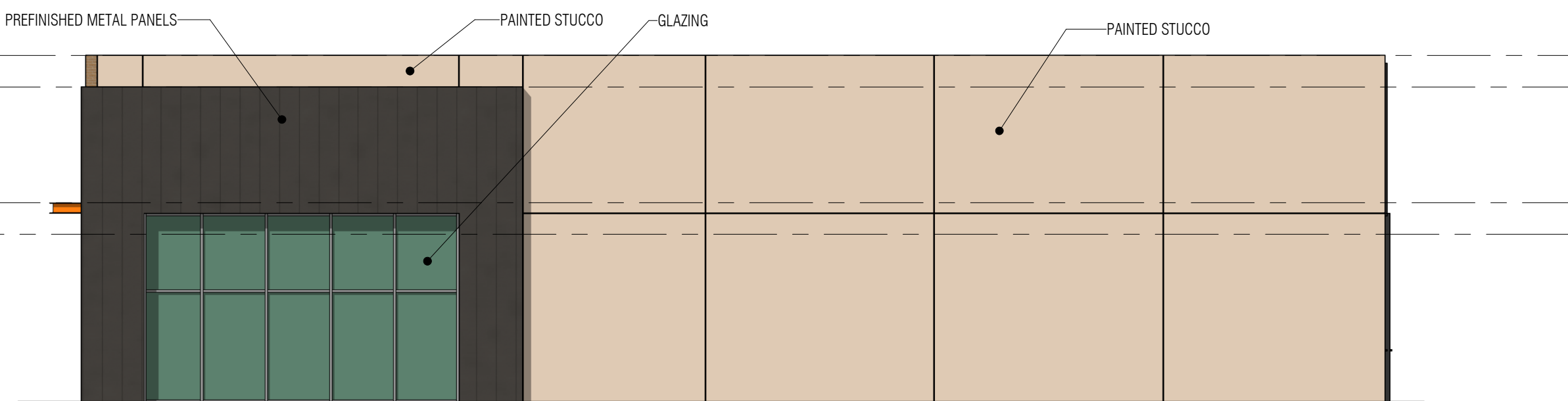
1 EAST BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



3 SOUTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



4 NORTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"

Joshua Station Restaurant and Retail Development Standards

Purpose: The purpose of the Planned Development District is to allow for new commercial/retail and restaurant development located within the Joshua Station Overlay District on properties designated in the CR, Commercial-Retail Land Use Designation. There are two (2) proposed lots for this development containing a total of 2.29 acres. The property is located at the southwest corner of Joshua Station Blvd and State Highway 174. This Planned Development is for Lot 7 as to be platted. This site is 1.425 acres.

Regulations:

Property shall comply with the provisions set forth in the Zoning and Subdivision Ordinances, as amended; as well as all other codes and ordinances within the City of Joshua, unless specifically set forth within these PD District Standards.

Area Regulations:

Min. Lot Size: 6,000 sq.ft.

Min. Lot Width: 60 ft

Min. Lot Depth: 100 ft

Max. Height: 45 ft

Max. Building Coverage: 50%

Min. Setbacks –

- Front Street Setback – 20 ft
- Side Street Setback – 10 ft
- Side – 0 ft
- Rear – 0 ft

Section 6.18.9: Utility and Service Areas

- C. No open metal railings, hadite brick or cyclone fences are permitted as screening devices; except, however, wood gates for screened areas are permitted and wood fences are permitted for back of building utility screening.

Section 6.18.11: Landscape Standards

F. Quantity of required street trees along SH 174 shall be calculated based on one planted for every seven hundred fifty (750) square feet of front yard setback. Street trees shall be from the approved Tree List.

G. Street trees located in the TXDOT ROW may apply to the required street tree count.

H. Street trees may be staggered to meet calculated quantity. Trees are not required to be inline.

I. Spacing between street trees, measured parallel to the ROW, is 70' maximum and 15' minimum.

J. Joshua Station Development Standards, Landscape Standards, shall supersede other sections of the Zoning Code that conflict.

K. The landscape of Lot 7 of Joshua Station PD shall be as shown on the Lot 7 Landscape Plan incorporated as part of this Joshua Station Development Standards Ordinance.

Section 6.18.13: Lighting Standards For Nonresidential Land Use Types

- D. Street Tree Lighting. Street tree lighting is not required.

Section 6.18.15: Screening Standards

A six (6) foot minimum to eight (8) foot maximum screen wall or wood fencing is required between residential uses and nonresidential uses. The property owner of the nonresidential use shall be responsible for construction and/or maintenance of the screening wall/fence. The required screen wall or fence shall be installed at time of development of the property.

Article 7 – Parking Requirements**Section 7.7 Off Street Stacking Requirements for Drive Through Facilities**

B.

2. Each service lane of a drive-through restaurant shall have a minimum of six (6) spaces. The drive through lane of Lot 6 of Joshua Station PD shall be as shown on the Lot 6 Site Plan incorporated as part of this Joshua Station Development Standards Ordinance.



**City Council Agenda
July 21, 2022**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a Development Agreement between the City of Joshua and SRE Joshua Dev, LLC relative to the residential subdivision development of Mockingbird Hills Addition Phase 2; and authorize the City Manager to sign the agreement.

Background Information:

The planned development for this property was approved in December of 2018 and the preliminary plat was approved for phase 2 in February of 2022. The final plat was approved by the Planning & Zoning board on July 5, 2022.

DEVELOPER'S AGREEMENT

A. When required. A developer's agreement is required to be executed in the event public works improvements are required, when the developer requests a waiver or credit of fees, credits for prior or proposed improvements or dedications, requests a pro rata arrangement, or dedicates park land to the City.

Financial Information:

N/A

City Contact and Recommendations:

Aaron Maldonado

Director of Development Services

Staff recommends approval.

Attachments:

1. First amendment to Development Agreement for Mockingbird Hills Addition.

Item 5.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amended Agreement") is entered into by and between the City of Joshua, Texas ("City"), and SRE Joshua Dev, LLC ("Owner") (individually, a "Party" and collectively, the "Parties") to be effective (the "Effective Date") on the latest date executed by a Party.

WHEREAS, on or about November 12, 2021, Owner and the City entered into a Development Agreement ("2021 Agreement") relative to the development of the Mockingbird Hills Addition ("the Development") in the City; and

WHEREAS, the 2021 Agreement contemplated two (2) phases for the Development, and certain provisions of the 2021 Agreement specifically related to Phase 1 of the Development, as referenced therein; and

WHEREAS, Owner is now in the process of developing Phase 2 of the Development, and the Parties wish to adopt the standards and provisions contained in the 2021 Agreement for Phase 2 of the Development; and

WHEREAS, the legal description of both Phase 1 and Phase 2 of the Property (both phases collectively referred to as the "Property") is contained in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, the provisions of both the 2021 Agreement and this Amended Agreement will apply to both Phase 1 and Phase 2 of the Property.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. **Applicability of the 2021 Agreement.** Owner and the City agree that both Phase 1 and Phase 2 of the Development shall be subject to all provisions of the 2021 Agreement, except to the extent referenced herein.

2. **Payment of Parkland Dedication Fee for Phase 2 of the Development.** The Parties agree and acknowledge that the parkland dedication fee for Phase 2 of the Development is \$43,281.00, and said amount shall be paid by Owner to the City prior to plat recordation of Phase 2 of the Development.

3. **Payment of Inspection Fees for Phase 2 of the Development.** The Parties agree and acknowledge that inspection fees for Phase 2 of the Development is \$112,585.00, and said amount shall be paid by Owner to the City upon execution of this Agreement.

4. **Effect of 2021 Agreement.** Except to the extent referenced in this Amended Agreement, the 2021 Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

CITY:

THE CITY OF JOSHUA, TEXAS

By: _____

Name: Mike Peacock

Title: City Manager, City of Joshua

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, Texas.

Notary Public, State of Texas

My Commission Expires: _____

OWNER:

SRE JOSHUA DEV, LLC

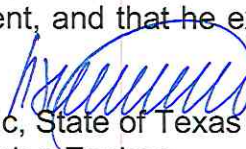


Mike Sangalli, Its President

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 12th day of July, 2022, by Mike Sangalli on behalf of SRE Joshua Dev, LLC, and known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of such Owner.


 Notary Public, State of Texas

My Commission Expires: _____



EXHIBIT A
(Property Description)

DESCRIPTION OF PROPERTY

BEING a 68.939 acre tract of land in the W.W. BYERS SURVEY, ABSTRACT NUMBER 29, Johnson County, Texas and being all of at certain tract of land conveyed to SRE Joshua Dev, LLC according to the deed recorded in Document Number 2019-6606, Deed Records of Jonson County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found in the existing north right-of-way line of FM 917, being the southwest corner of said FM 917 tract;

THENCE, North 00 degrees 22 minutes 11 seconds East, along the west line of said FM 917 tract, at 2283.66 feet passing a 1/2" capped iron rod set being in the proposed south right-of-way line of Caddo Road and continuing in all a distance of 2295.66 feet to a 1/2" iron rod found for corner, being in the existing south right-of-way line of C.R. 910 and being the northwest corner of said FM 917 tract;

THENCE, South 89 degrees 07 minutes 39 seconds East, along the existing south right-of-way line of said FM 917, 682.76 feet to a 1/2" iron rod found for corner, being the northeast corner of said FM 917;

THENCE, South 00 degrees 29 minutes 29 seconds West, along the most westerly west line of said FM 917 tract, at 12.00 feet passing a capped 1/2" rod set in the proposed south right-of-way of Caddo Road and continuing in all a distance of 1023.67 feet to a broken wood fence post found for corner;

THENCE, North 89 degrees 57 minutes 13 seconds East, along the most southerly north line of said line of said FM 917 tract, 1195.35 feet to a 1/2" iron rod set with a cap stamped "RPLS 5544" for corner, being the most easterly northeast corner of said FM 917 tract;

THENCE, South 00 degrees 46 minutes 29 seconds West, along the most easterly east line of said line of said FM 917 tract, 1224.72 feet to a 1/2" iron rod set with a cap stamped "RPLS 5544" for corner, being in the existing north right-of-way line of said FM 917 and also being the most easterly southeast corner of said FM 917 tract;

THENCE, North 89 degrees 33 minutes 59 seconds West, along the existing north right-of-way line of said FM 917, 796.39 feet to a 1/2" iron rod set with a cap stamped "RPLS 5544" for corner, being the beginning of a curve to left with a radius of 6115.75 feet with a long chord bearing South 88 degrees 51 minutes 18 seconds West, 317.95 feet;

THENCE, along said curve to the left and continuing along the existing north right-of-way line of said FM 917, passing through a central angle of 02 degrees 58 minutes 45 seconds an arc length of 317.99 feet to a 1/2" iron rod set with a cap stamped "RPLS 5544" for corner;

THENCE, South 86 degrees 37 minutes 23 seconds West, continuing along the existing north right-of-way line of said FM 917, 75.20 feet to a 1/2" iron rod set with a cap stamped "RPLS 5544" for corner;

THENCE, South 87 degrees 11 minutes 53 seconds West, continuing along the existing north right-of-way line of said FM 917, 679.00 feet to the POINT OF BEGINNING.

The tract of land herein described contains 68.939 acres of land.

BEING a 68.939 acre tract of land in the W.W. BUYERS SURVEY, ABSTRACT NUMBER 29, Johnson County, Texas and being all of at certain tract of land conveyed to SRE Joshua Dev, LLC according to the deed recorded in Document Number 2019-6606, Deed Records of Jonson County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found in the existing north right-of-way line of FM 917, being the southwest corner of said FM 917 tract;

THENCE, North 00 degrees 22 minutes 11 seconds East, along the west line of said FM 917 tract, at 2283.66 feet passing a 1/2" capped iron rod set being in the proposed south right-of-way line of Caddo Road and continuing in all a distance of 2295.66 feet to a 1/2" iron rod found for corner, being in the existing south right-of-way line of C.R. 910 and being the northwest corner of said FM 917 tract;

THENCE, South 89 degrees 07 minutes 39 seconds East, along the existing south right-of-way line of said FM 917, 682.76 feet to a 1/2" iron rod found for corner, being the northeast corner of said FM 917;

THENCE, South 00 degrees 29 minutes 29 seconds West, along the most westerly west line of said FM 917 tract, at 12.00 feet passing a capped 1/2" rod set in the proposed south right-of-way of Caddo Road and continuing in all a distance of 1023.67 feet to a broken wood fence post found for corner;

THENCE, North 89 degrees 57 minutes 13 seconds East, along the most southerly north line of said line of said FM 917 tract, 1195.35 feet to a 1/2" iron rod set with a cap stamped "RPLS 5544" for corner, being the most easterly northeast corner of said FM 917 tract;

THENCE, South 00 degrees 46 minutes 29 seconds West, along the most easterly east line of said line of said FM 917 tract, 1224.72 feet to a 1/2" iron rod set with a cap stamped "RPLS 5544" for corner, being in the existing north right-of-way line of said FM 917 and also being the most easterly southeast corner of said FM 917 tract;

THENCE, North 89 degrees 33 minutes 59 seconds West, along the existing north right-of-way line of said FM 917, 796.39 feet to a 1/2" iron rod set with a cap stamped "RPLS 5544" for corner, being the beginning of a curve to left with a radius of 6115.75 feet with a long chord bearing South 88 degrees 51 minutes 18 seconds West, 317.95 feet;

THENCE, along said curve to the left and continuing along the existing north right-of-way line of said FM 917, passing through a central angle of 02 degrees 58 minutes 45 seconds an arc length of 317.99 feet to a 1/2" iron rod set with a cap stamped "RPLS 5544" for corner;

THENCE, South 86 degrees 37 minutes 23 seconds West, continuing along the existing north right-of-way line of said FM 917, 75.20 feet to a 1/2" iron rod set with a cap stamped "RPLS 5544" for corner;

THENCE, South 87 degrees 11 minutes 53 seconds West, continuing along the existing north right-of-way line of said FM 917, 679.00 feet to the POINT OF BEGINNING.

The tract of land herein described contains 68.939 acres of land.



July 5, 2022

Mr. Mike Peacock
City Manager
101 S. Main Street
Joshua, TX 76058

Dear Mr. Peacock,

JE Dunn Construction is pleased to submit our proposed Preconstruction Services Agreement (see attached) for the support of the Feasibility Study for the City of Joshua Municipal Complex Project. This fee will provide for JE Dunn's participation in the visioning sessions, review and comment on the site assessment and budgetary pricing for up to three (3) concepts developed by Randall Scott Architects. At JE Dunn, we pride ourselves on our collaborative approach and will work hand in hand with our friends at Randall Scott to ensure that we provide The City of Joshua with a thorough and comprehensive budget for your use in moving this project forward.

We are thrilled at the opportunity to build a relationship with the City of Joshua and be your trusted partner in this endeavor. We want to be your design builder of choice and look forward to getting this process kicked off in the near future. Please do not hesitate to contact me if you require any additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Chris Paris'.

Chris Paris
Vice President
JE Dunn Construction
chris.paris@jedunn.com
(214) 389-7530

Pre-Construction Services Agreement

This Agreement is entered into as of this ____ day of July, 2022 between the City of Joshua, hereinafter "Owner," and J. E. Dunn Construction Company, hereinafter "Construction Manager," for the purpose of providing Pre-Construction Services, hereinafter "Services," during the Pre-Construction Phase (defined below) of the _Joshua Municipal Complex Facility Needs Assessment_ ("the Project"). Owner and Construction Manager enter into this Agreement upon the following terms and conditions:

1. **Scope of Services:** The Services provided by Construction Manager are limited to the Facility Needs Assessment Phase of the Project and are limited to: Participation in visioning session, review and comment on site assessment and budgetary estimates on up to three (3) concepts for the facility.
2. **Owner's Responsibilities:** Owner shall provide full information regarding the requirements of the Project, including a program, which shall set forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements and the budget for the Project.
3. **Construction Manager's Compensation:** Owner agrees to pay the Construction Manager the fixed sum of \$ _11,985_ (the "Preconstruction Phase Fee") for the Services defined above. If Construction Manager is requested to provide services during the Preconstruction Phase other than those described above, the Preconstruction Phase Fee shall be equitably adjusted.
4. **Payments to Construction Manager:** Owner agrees to pay the Preconstruction Phase Fee to Construction Manager on a monthly basis. Owner shall pay Construction Manager within ten (10) days of Owner's receipt of an invoice for payment from Construction Manager.

This Agreement entered into as of the date set forth above, the undersigned certifying they are legally authorized to obligate their respective organizations.

OWNER:

By _____

Printed Name

Title

CONSTRUCTION MANAGER:

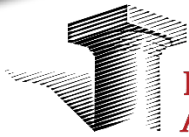
By  _____

Chris Paris

Printed Name

Vice President

Title

**RANDALL SCOTT
ARCHITECTS**

ARCHITECTURE | INTERIORS | PLANNING

Revised July 8, 2022

Mr. Mike Peacock
City Manager
City of Joshua
101 S. Main Street
Joshua, Texas 76058

RE: PROPOSAL/AGREEMENT TO PROVIDE FACILITY NEEDS ASSESSMENT, SITE ASSESSMENT & CONCEPTUAL DESIGN SERVICES FOR THE NEW JOSHUA MUNICIPAL COMPLEX & EXISTING ANIMAL CONTROL EXPANSION/RENOVATION – JOSHUA, TX

I. PROJECT SCOPE

This Proposal/Agreement is submitted by Randall Scott Architects, Inc. (hereinafter also referred to as RSA or Architect) to the City of Joshua (hereinafter also referred to as City, Owner or Client) to provide Facility Needs Assessment, Site Assessment & Conceptual Design Services for the Joshua Municipal Complex (City Hall & Police Facility), Animal Control and other potential municipal projects.

A. PROJECT CRITERIA

The following information regarding the project has been provided to RSA through the RFQ dated April 1, 2022 and discussions between Mike Peacock, the City Manager of Joshua and Randall Scott, Founding Principal of RSA.

1. RSA's services shall consist of:
 - a. Preparing Needs Assessments, Site Assessments and Conceptual Design Services for:
 - i. The City's new Municipal Complex (City Hall/Police) Building
 - ii. A 2,500 SF addition with renovations to the City's existing Animal Control Facility
 - b. Site Assessments for the Municipal Complex will consist of multiple sites which are being identified in addition to a 4 acre site currently owned by the City near N. Broadway and Cedar Crest Road.
2. The Municipal Complex is anticipated to be approximately 21,000 SF and one story in height. It will include Council Chambers, City Administration, EDC, Development Services, Finance, HR, Police and other departments. Detention and dispatch are not anticipated to be in the building.
3. Joshua has a current population of approximately 8,700 people and is growing at a rapid pace.
4. Additional projects which may be added to the scope of services include the City's Public Works Facility and Parks/Recreation Facility.
5. The City plans to deliver the Municipal Complex and Animal Control projects via Design/Build delivery method.
6. Funding for these projects is anticipated to be provided via a GO bond referendum held in either November of 2022 or May of 2023.

II. PRE-DESIGN SERVICES (NEEDS ASSESSMENT, SITE ASSESSMENT & PROGRAMMING)

The following Pre- Design Services shall be provided by RSA under this Proposal/Agreement:

- A. **Workshop # 1** – meet with City Administration, Council representatives, City Hall, Police Department and Animal Control Stakeholders to introduce the design team and gain an overall understanding of the City's current and future facility needs.

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- B. **Benchmarking Tours** - RSA will attend up to two existing City Hall & Police Facility Benchmarking Tours with Staff and Council to observe and discuss current trends prior to designing the new Joshua Municipal Complex. RSA will coordinate the Benchmarking Tours with Staff to determine the locations to be toured and assist in setting them up. Upon completion of the tours, RSA will lead discussions with the attendees about their thoughts on these facilities and how those thoughts might inform the design of the new Joshua City Hall & Police facility.
- C. **Visioning Session** – RSA will lead a Visioning Session with the Stakeholder Group during which we will display images of various interior and exterior City Hall & Police images for Stakeholders to vote on. After voting is completed, RSA will pose observations about the voting trends for discussion in assisting the Stakeholder's in formalizing their goals for the new Municipal Complex project.
- D. **Review of City's Strategic | Comprehensive Plans & Demographic Metrics** – Review the City's Comprehensive Land Use Plan, Strategic Plan, Thoroughfare Plan, Utilities Plan, demographics and other strategic planning data. Discuss metrics from this data that influence the Facility Needs Assessment & Conceptual Design with the Stakeholder group.
- E. **Needs Assessment Questionnaires and Focus Group Meetings** - Visit the City's existing City Hall, Police and Animal Control facilities to understand the cultures and overall facility needs. Distribute Needs Assessment Questionnaires and attend Focus Group Meetings with City Hall and Police department heads to assemble the metrics needed to anticipate future facility needs. Where data is unavailable, RSA will utilize metrics from similar projects we have designed for similar municipalities to supplement. **Note, it will be imperative that a senior member of the City's Administrative Staff be present at each of these Focus Group Meetings to maintain control of requests by departments and keep them aligned with the City's budgetary goals for an appropriately sized project.** During the Needs Assessment process, RSA will assist Staff and Stakeholders to:
 - 1. Determine the spacial, functional, equipment, adjacency, environmental, technology and sustainability requirements for each of the spaces in the building.
 - 2. Compare FTE projections anticipated by Staff with peer municipalities RSA has designed similar facilities for in order to confirm appropriate staffing forecasts.
 - 3. Determine appropriate FTE and square footage projections for the next 5, 10 and 15 year intervals of the new City Hall & Police facility.
- F. **Program of Requirements and Cost Estimates** - Prepare a preliminary Program of Requirements (POR) for the new Municipal Complex and Animal Control Expansion/Renovation summarizing the square footage needs of each department, projected FTE's and an order of magnitude construction cost estimate with low and high cost ranges.
- G. **Site Assessments for the new Municipal Complex Project** – Prepare conceptual site plans for the new City Hall & Police complex on each proposed site including the building improvements, parking, vehicular flow, floodplain and available ingress/egress. Prepare comparative cost analyses and a list of pro's and con's for each site (to the extent the City can provide information regarding available capacities of off-site utilities near the sites and the cost to upgrade those utilities to meet the needs of the project, that information will be included in the comparative cost analysis). The site assessment data and conceptual site plans will be presented to Staff and Council to assist the City in making an informed decision on the best value site for the new Municipal Complex.
- H. **Preliminary Design/Construction Schedule** – Prepare a preliminary Project Schedule for the new City Hall & Police inclusive of the design, voter referendum and construction phases of the project.
- I. **Workshop # 2 – Pre-Design Review Meeting with City Staff** - Meet with City Staff and the Project Stakeholders to review the Site Assessments, POR's, Conceptual Floor/Site Plans, Project Schedule and Cost Estimates for each facility/site. Adjust the documents per Staff's direction. Assist Staff in presenting the revised information to Council for their input.

III. CONCEPTUAL DESIGN SERVICES

- A. **Workshop # 3 Block Floor Planning Charrette** – Based on results of the final POR and approved preliminary cost estimate, RSA will host a Design Charrette with Department Heads and City

Administration developing block floor plans of each department in the new Municipal Complex and the Animal Control facility. Multiple planning options will be developed by RSA and the Stakeholders to determine the best planning option.

- B. **Refined Site and Floor Plans** –RSA will prepare refined site and floor plans reflecting decisions made by the City on the POR, Cost Estimates, Block Floor Plans and Site Assessment options.
- C. **Exterior Conceptual Design** – Based on the refined floor and site plans, RSA will prepare a 3D exterior design of the Municipal Complex and Animal Control Facility Expansion/Renovation for review with Staff. The interactive 3D BIM models will be flown around live for the Stakeholders' review and approval. Changes requested by the Stakeholders will be incorporated into the 3D model.
- D. **Updated Cost Estimate** –RSA's design/build partner JE Dunn will update its estimates of Construction Only Cost (COC) and Total Project Cost (TOC) for the new Municipal Complex and Animal Shelter Expansion/Renovation and submit it to Staff for review and approval.
- E. **Civic Engagement** – RSA will attend a Town Hall or other Civic Engagement venue with Staff and Council to present the proposed design to citizens and receive comment. Based on comments received and approved by Staff and Council, comments will be incorporated into the proposed Conceptual Design.
- F. **Conceptual Design Presentation** – RSA and JE Dunn will provide the City with a Final Conceptual Design Presentation in PowerPoint format containing: (1) the Program of Requirements Summary, 2) the Construction Only Cost (COC) and Total Project Cost (TPC) Estimates expressed with low and high cost ranges, 3) a Preliminary Project Schedule and 4) Conceptual Drawings including rendered Site Plans, Floor Plans, Exterior Design Renderings and 3D Fly Around videos of the two projects. The PowerPoint presentation will outline the salient points of the design process and be provided digitally. RSA will assist Staff in presenting the final PowerPoint presentation to Council.

IV. ADDITIONAL SERVICES

Additional Services are all services not explicitly listed under Sections II *Pre-Design* & III *Conceptual Design Services* of this Proposal/Agreement. Additional Services shall be provided when requested by the City on an hourly or negotiated fee basis in addition to the fees charged for the Basic Services outlined in Sections II & III. Prior to beginning Additional Services work, RSA/JE Dunn shall request approval from the City if it believes that Additional Services are warranted or have been requested by the City. Additional Services include, but are not limited to, the following:

- A. Revisions requested by the City to the Architect's Work resulting in changes in the design, scope and/or quality. Revisions to the Architect's Work or documents due to changes in the information provided to the Architect by the City.
- B. Preparing design alternatives (other than those listed in Sections II & III above).
- C. Attendance at additional Town Hall meetings with citizen groups to present the results of the services in this Proposal/Agreement (other than the 1 listed in Sections II & III above). Basic coordination with and presentations to Council at Council meetings is included under the Basic Services portion of this Proposal/Agreement.
- D. Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration Phase services to design and construct the actual facilities addressed in this study as defined in the AIA B101 2017 Owner Architect Agreement document.
- E. Field verification of existing conditions of the facilities or proposed building sites to be studied which are not provided to RSA via as-built documents. Examples might include verifying existing locations of trees, monuments, walls, buildings and parking not provided to RSA by the City on as-builts or surveys.
- F. MEP, structural, civil, landscape architecture, technology, A/V, acoustical, security, envelope consultant, code consultant, surveying, geotechnical or other consulting services required to complete the study.
- G. Needs Assessment and/or Facility Assessment services for buildings other than the Municipal Complex (City Hall/Police Facility) and Animal Control Facility Expansion/Renovation.
- H. Site assessments exceeding four in number.

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V. PRELIMINARY PROJECT SCHEDULE

The Facility Needs Assessment & Conceptual Design Services described in Sections II & III above are anticipated to be accomplished within the following approximate timeframes upon receipt of a signed agreement and P.O. To a significant extent, these timeframes will be dependent on how quickly Staff and Council can make decisions and their availability to meet when needed.

A. Pre-Design Services listed under Section II	(TBD)
B. Conceptual Design Services Listed under Section III	(TBD)
C. Final revisions and PowerPoint Presentation	(TBD)

VI. PROFESSIONAL FEES

A. PRE-DESIGN & CONCEPTUAL DESIGN SERVICES

1. The services outlined in Sections II and III above shall be provided for the following lump sum fees.	
a. Benchmarking Tours (2)	\$3,500
b. Visioning Session Needs Assessment Program of Requirements (POR)	\$12,500
c. Site Assessments for (4) Municipal Complex Sites	\$6,850
d. Conceptual Site/Floor Plans, Exterior Renderings & 3D Fly-Around for the new Municipal Complex and Animal Control Facility	\$35,250
e. PowerPoint Presentation	\$2,500
f. Reimbursable Expenses	\$3,500
g. Identification of and coordination with PR Consultant for Bond Projects	<u>\$2,500</u> *
Total Facility Needs Assessment & Conceptual Design Services	\$66,600

B. OPTIONAL BASIC SERVICES

1. Identification of and coordination with Financial Advisor and Bond Counsel Consultants	\$2,500 ea. *
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* Notes these fees do not include the cost of the 3rd party consultant fees

C. ADDITIONAL SERVICES

1. Additional Services for the project shall be provided at the following hourly rates or negotiated on a lump sum basis at the time they are required:	
Founding Principal	\$325.00/hr.
Principal	\$285.00/hr.
Vice President	\$250.00/hr.
Studio Leader	\$225.00/hr.
Project Architect	\$185.00/hr.
Interior Designer	\$185.00/hr.
Staff Architect	\$165.00/hr.
Administrative Staff	\$95.00/hr.

VII. PROFESSIONAL REGISTRATION

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, phone: 512.305.9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Article 249A, VTCS.

VIII. OTHER CONDITIONS

- A. This Proposal/Agreement is valid for 30 days from the date at the top of the first page of this document unless signed and accompanied by a P.O. issued by the City prior to that date or the timeframe is extended by the Architect in writing.

Revised July 8, 2022

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- B. The City shall provide, and the Architect shall be entitled to rely upon the accuracy of: 1) Reasonably accurate site surveys and as-built drawings for the proposed sites and buildings to be evaluated. This information must include topographic and utilities sizes/locations on the property surveys for RSA to provide accurate order of magnitude cost data for the project.
- C. **PROFESSIONAL LIABILITY OF THE ARCHITECT AND ANY CONSULTANTS UTILIZED BY THE ARCHITECT (IF ANY) FOR THE SERVICES BEING PROVIDED UNDER THIS PROPOSAL/AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID UNDER THIS AGREEMENT UNDER SECTION VI.A.**

IX. EXCLUSIONS:

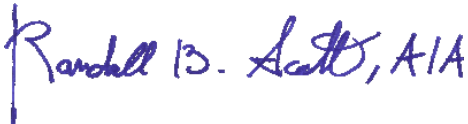
The following items are specifically excluded from RSA's scope of work and this Proposal:

- A. Cost estimating services (to be provided by JE Dunn)
- B. Field verification and measurement of improvements not indicated on site surveys or as-built drawings provided by the City.
- C. MEP, structural, civil, landscape architecture, IT, A/V, security, acoustical, envelope consultant, code consultant or other consulting services required to complete the project which are not specifically listed under Section II *Pre-Design Services* & Section III *Conceptual Design Services*.
- D. Schematic Design, Design Development, Construction Documents, Bidding and Negotiation, and Construction Administration Services as defined in the 2017 edition of the AIA B101 Owner Architect Agreement.

Randall Scott Architects appreciates the opportunity to submit the above Proposal/Agreement and looks forward to working with The City of Joshua on this important Project!

Thank you,

RANDALL SCOTT ARCHITECTS, INC.



Randall B. Scott, AIA
Founding Principal & CEO

APPROVED
CITY OF JOSHUA

Mike Peacock
City Manager

DATE



LETTER OF AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of July 21, 2022, (the "Effective Date") by and between Cooksey Communications, Inc., a Texas corporation ("Cooksey" or "Contractor") whose address is 5525 N. MacArthur Blvd., Suite 530, Irving, Texas 75038; and the City of Joshua ("Client"), whose mailing address is 101 South Main Street, Joshua, Texas 76058.

Client desires to retain Cooksey as an independent contractor to provide **strategic communications and public engagement services related to its proposed municipal complex project**, including the services listed below in the **Scope of Work** section.

In consideration therefore, Client agrees to pay Cooksey a total project fee not to exceed FORTY-TWO THOUSAND DOLLARS (\$42,000), inclusive of hourly consulting fees totaling no more than \$32,500, video production fee of no more than \$7,500, plus five percent (5%) CSTIM fee of no more than \$2,000 covering routine expenses for the term of this Agreement, as outlined below. The maximum \$32,500 consulting fee would allow Cooksey to perform up to 162.5 hours of services at its current blended hourly billing rate of \$200.

In so contracting, the parties agree that Cooksey is an independent contractor and is not an employee, partner, or co-venture of the Client. The manner in which Cooksey's services are rendered shall be within Cooksey's sole control and discretion. Cooksey is not authorized to sign any sponsorship or other agreement on behalf of the Client without prior review and approval by an authorized party of the Client.

Scope of Work

In consideration for the fees and the mutual covenants contained in this Agreement, the Client and Cooksey agree that Cooksey will provide the strategic communications and public engagement services listed below, not to exceed 162.5 hours of service as stipulated above:

- Providing strategic counsel on overall messaging and public engagement strategies related to the proposed municipal complex project
- Reviewing relevant City-provided materials including Council agenda packets, relevant Master Plans, project designs, financing proposals, etc. in order to identify the most salient key messages
- Developing a communications and public engagement plan, including key messages, recommended strategies and implementation timeline
- Developing content for the City's communications channels, including printed materials, social media, the City website and more pertaining to proposed municipal complex – potentially to include but not limited to copywriting and/or design of materials such as:
 - One-page project overview/flyer
 - FAQs (Frequently Asked Questions)
 - Social media infographics
 - Social media comment responses
 - E-newsletter article(s)

Cooksey Communications Agreement for City of Joshua, July 2022, continued

- Brief for City's quarterly mailer
- Other direct mail/postcards, as needed
- 2-3 minute video showcasing the need and the project designs/plans
- Town Hall meeting signage, handouts, displays and/or PowerPoint slides
- Webpage/microsite content
- Advertisements and public notices
- News releases and media advisories
- Scripts or talking points for City spokespersons/ambassadors

*Please note: This agreement does not ^{include} printing costs, other hard-copy production costs or postage costs, which would be estimated separately, after consultation with the City on designs, materials, and the preferred production and distribution options – see **Expenses and Exclusions** section below. As noted above, the Agreement does anticipate/include video production costs of up to \$7,500. If the video becomes longer or more complex, then Cooksey will advise the client and seek advance, written approval for any excess expenditures.

- Consulting on and assisting with planning and preparations for one or more Town Hall meetings, and other public engagement events as Cooksey and Client jointly deem necessary and advisable
- Assisting City spokespersons and community ambassadors with preparations for public presentations, media interviews and other public discussions about the project
- Identifying key influencers in the community who are critical for effective public engagement
- Facilitating outreach to media and other key stakeholder audiences, as needed, to deliver key messages about this initiative to the public
- Interfacing with the City Manager, City staff, City Council and the City's design-build consultant to formulate the communications and public engagement strategy and effectively align all spokesperson and outreach efforts
- Counseling City leadership and the City's design-build consultant on a communications strategy specifically pertaining to a bond election, or whatever funding mechanism is ultimately devised for this project, once that funding methodology has been determined
- Monitoring news coverage and social media coverage related to this project
- Providing other strategic communications and public engagement support services as needed, subject to the budget/hours limits described within this Agreement

Billing

One-quarter (\$10,000) of the maximum consulting/video fee plus 5% CSTIM (\$500) will be pre-billed at the beginning of the engagement as a project retainer and is due immediately to engage Cooksey. The remainder of the fees due shall be billed as monthly progress invoices, as the project progresses and as work is performed by Cooksey, with invoices including a recap of services provided to date, but in no cases shall exceed the ~~not-to-exceed~~ maximum stipulated above, unless expressly approved in writing by the Client.

All invoices are due ³⁰ ~~net 15~~ calendar days from the invoice date, unless expressly stipulated otherwise. Payments received after 30 calendar days of the invoice date shall be subject to late charges at a rate of one-and-a-half percent (1.5%) per month (18% per annum).

At the conclusion of the engagement, or monthly as appropriate, Cooksey will invoice the Client for any non-routine, out-of-pocket expenses incurred in performing the contracted services (see **Expenses and**

Cooksey Communications Agreement for City of Joshua, July 2022, continued

Exclusions section below), subject to the not-to-exceed maximum unless expressly agreed to in writing by the Client.

Additional Fees/Hours

If the Client requests new services or projects not specifically delineated in this Agreement, Cooksey will provide a written estimate of the hours and costs associated with those services or deliverables and will require advance, written approval before undertaking any additional work. Any such incidental work would be estimated and, if approved by the Client, performed at the billing rate described above, or as agreed to in writing.

Expenses and Exclusions

Cooksey, for the benefit of the Client, may incur non-routine, third-party expenses in the course of implementing the requested services, including but not limited to such items as newswire services, clipping services, photography, outsourced printing costs and other expenses charged by third-party vendors. Any such third-party vendor expenses will be billed directly by the vendor to the Client, unless otherwise agreed to mutually by Cooksey and the Client. Expenses handled by Cooksey will incur a 15 percent (15%) markup. Any individual, third-party vendor expenses over \$250 must be approved in advance, in writing, by the Client.

Should the Client require any creative services not described in the above Scope of Work as specific project inclusions, or any associated production expenses, these services and expenses would be estimated separately by Cooksey for the Client's advance, written approval prior to undertaking the services desired. Printing and production costs for hard-copy materials are expressly excluded from the consulting services fee and CSTIM fee specified above, since production quantities and materials have not been determined at this time.

Client Services, Technology and Information Management (CSTIM) Fee

Each invoice shall include Cooksey's standard CSTIM fee, calculated at five percent (5%) of the project fee, which covers routine internal expenses regularly incurred on all of its clients' behalf. These expenses include, but are not limited to, mileage incurred for travel to/from meetings and events (up to 100 miles from the Cooksey office); photocopies and in-house printing; courier or delivery charges; subscriptions for online media resources such as Cision (global media database and intelligence service); subscriptions for videoconferencing services (Zoom, WebEx, Microsoft Teams, etc.); maintenance of communications infrastructure for 24/7 client service; and subscriptions to base-level versions of electronic marketing services such as SurveyMonkey (Standard Annual plan only).

For the City of Joshua potential maximum consulting and video production fee of \$40,000, the total CSTIM fee would be \$2,000, which will be divided across each project invoice proportionally.

If Cooksey expects to incur any extraordinary, non-routine expenses that would exceed the amount covered by the CSTIM fee, Cooksey will notify the Client prior to incurring such charges and seek advance, written approval from the Client to invoice for those extraordinary expenses.

Media Buying and Sequential Liability

If Cooksey is placing or buying media for the Client (paid advertising), then the Client must provide written approval for and sign media plans before insertion orders and purchase orders can be created and submitted to the media organization. Unless expressly agreed otherwise in writing between Cooksey and the Client, purchases made by Cooksey on the Client's behalf shall be subject to a 15

Cooksey Communications Agreement for City of Joshua, July 2022, continued

percent (15%) markup, consistent with other external expenses where Cooksey is providing credit to the Client. This markup shall be waived only if the media organization is billing the Client directly for such media purchases.

All Cooksey-submitted insertion orders and purchase orders shall make it clear that responsibility for payment to the media organization lies with the Client, not with Cooksey. Cooksey shall only be responsible for timely payment to media when Cooksey has received timely payment from the Client. In cases where payment is not made in a timely manner to Cooksey, any late charges or other fees consequently assessed by the media organization shall be the sole responsibility of the Client.

Term of Service and Renewal

Services addressed in this Agreement are expected to last from the Effective Date stipulated above through the end of May 2023. If no project end date is specified, then Cooksey's provision of services shall end when the fee-covered hours have been exhausted, or until or until one year from the Effective Date, whichever comes first.

Either party may terminate this Agreement for any reason at any time upon 30 days' prior written notice to the other party. Should the Agreement be terminated prior to the Agreement-specified end date, then Cooksey will invoice the Client for all previously unbilled work that is completed to the Client's satisfaction by the end of the 30-day notice period.

When and if the initial project fee is exhausted, the parties may agree to renew the agreement upon terms mutually agreeable to both parties, as set forth in a separate, written document executed by both parties at such time.

Confidentiality

All confidential information will be held confidential by Cooksey and will not be discussed with outside parties without the Client's prior consent, unless required by applicable law.

Indemnity *To the extent authorized by Texas law,*

Client agrees to indemnify and save Cooksey harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which Cooksey may incur (or to which Cooksey may be a party), arising out of actions taken or statements made by Cooksey at the Client's direction or based upon information provided by the Client, and any and all losses, claims, damages, expenses or liabilities related to the use of Client's products or services except when such actions, claims, damages, costs and attorneys' fees result from gross negligence or willful misconduct by Cooksey.

Cooksey agrees to indemnify and save Client harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, that the Client may incur (or to which the Client may be a party), arising out of related to Cooksey work product, excepting only when such actions, claims, damages, costs and attorneys' fees result from information, graphics or text provided to Cooksey by the Client.

Client's Intellectual Property

Cooksey shall not use or be entitled to any Client Intellectual Property, including but not limited to Client trademarks, trade dress, copyright, trade secrets or proprietary information, without the express written permission of the Client or as otherwise expressly stipulated elsewhere in this Agreement. Granting a license to use in any one instance shall not be deemed to be a license in any other instance.

Cooksey Communications Agreement for City of Joshua, July 2022, continued**Cooksey's Intellectual Property**

Client shall not use or be entitled to any Cooksey intellectual property, including but not limited to media lists, Cooksey trademarks, trade dress, copyright, trade secrets or proprietary information, without the express written permission of Cooksey or as otherwise expressly stipulated elsewhere in this Agreement. Granting a license to use in any one instance shall not be deemed to be a license in any other instance.

Please indicate your acceptance of the terms stated above by signing and returning a copy of this Agreement to Cooksey. Facsimile signatures received by electronic means shall be deemed originals.

Agreed to and Accepted by:

Mike Peacock, City Manager
City of Joshua, Texas

Date



7/13/22

Colby Walton, Chairman and CEO
Cooksey Communications

Date

June 2022

The month of June saw some organizational changes within the police department. Scott Peters resigned his position as Police Captain after the online posting of a video involving contact he had with a subject wearing clothing resembling a police uniform. The video went viral and did not represent the values of the Joshua Police Department or the City of Joshua.

Sergeant Shawn Fullagar was selected for promotion to Lieutenant and Officer Kristie Session was selected for promotion to Sergeant. Shealyn Kellogg was hired as a Police Officer after graduating the Weatherford College Police Academy. In addition, a conditional offer of employment was offered to Jason Wright for the position of Administrative Sergeant. Officer Chris King and Officer Arnel Nodado continued in field training and are both progressing successfully. Both officers should be released from field training in early July.

Patrol

Category	June 2022	June 2021	2022 year to date
Dispatched Calls	255	266	1,453
Arrests	6	12	72
Crash Reports	2	11	25
Traffic Stops	509	320	3,383
Citations	138	321	1,101
Outside LE Agency Assist	14	5	73
Reports	45	79	308

Investigations

Category	June 2022	June 2021	2022 year to date
Crimes Against Persons	4	7	29
Property Crime (Thefts, Damage)	10	20	49
Other (Drug or Alch/Missing/Deceased)	31	9	230

Training

Chief Gelsthorpe attended the New Chiefs Development Program as mandated by the Texas Education Code. The program is the first in a two-part mandated training requirement for Texas Police Chiefs.



Community Outreach

Event	Date
Tarrant Food Bank	June 9 th
Crime Stoppers	June 14 th
Movie in the Park	June 24 th



Joshua Fire Department Monthly Activity Report

June 2022

PERSONNEL

On June 3, the Joshua Fire Department performed a rescue from a burning vehicle. The individuals involved in this incident will receive formal department recognition, before Council, at a future time.

CODE COMPLIANCE

VIOLATION		2021		Jun-22		2022	
		OPEN	CLOSED IN 2022	OPENED	CLOSE D	OPEN YTD	CLOSED YTD
Accessory Building		1	1			2	1
High Grass and Weeds		10	2	4	7	22	26
Junk and Debris		18	4	7	11	40	29
Junk Vehicle		5			2	8	8
Parking Violation		6		1	2	12	7
No Permit		2		1	1	6	4
Open Storage		1			1	5	3
Substandard Structure		2					
swimming pool Barrier		1			1	4	2
Solid waste violation		2					
Health and sanitation						1	1
No CO						2	2
prohibited occupancy						3	2
Public saftey S&S						2	2
Open Vacant structure						1	1

TRAINING

DATE	TOPIC	HOURS	ATTENDANCE
06/01	Vehicle Stabilization/ Hose loads	4	8
06/08	Extrication Drills	4	7
06/15	Auto Extrication	2	8
06/22	EMS CE's MVC Management	3	10
06/29	FD Organization Brotherhood	3	13

EMERGENCY RESPONSE

Emergency responses are down slightly to 110 from 124 in May.

JOSHUA FIRE DEPARTMENT								
EMERGENCY RESPONSE STATISTICS								
YEAR:	2022							
MONTH:	June							
EMERGENCY RESPONSES								
CITY INCIDENTS			June	YTD	COUNTY INCIDENTS		June	YTD
Building Fires			1	3	Building Fires		0	3
Vehicle Fire			0	1				
Rail Vehicle Fire			0	1				
Arcing, Shorted Elec Equip			1	4	Chimney or Flu Fire		0	1
Cooking Fire			0	1	Grass Fires		1	9
Dumpster Fire			0	1	Outside Equip Fire		0	1
Grass Fires			4	15	EMS - Except MVA with Injuries		13	149
Outside Equip			0	1	MVA with Injuries		0	6
Outside Rubbish			0	1	MVA no Injuries		2	10
EMS - Exclude vehicle acc W/Inj			58	278	Oil or Other Combustible liquid spill		0	1
MVA with Injuries			2	16	Flammable Liquid spill		0	2
MVA no Injuries			1	22	Natural Gas or LPG Leak		0	1
Lock-out			3	8	Power Line Down		0	4
Assist Invalid			3	34	Assist Invalid		0	14
Power Line Down			0	8	Unauthorized Burning		2	17
Unauthorized Burn			0	15	Dispatch & Cancelled Enroute		2	13
Good Intent			1	5	HazMat Invest - No HazMat		0	2
Dispatched/Cancelled			7	19	Smoke Det No Fire - Unintended		0	3
No Incident on Arrival			0	2	Fire Det No Fire - Unintended		0	1
Authorized Controlled Burn			0	2	CO Detector Activation - No CO		0	1
HazMat Invest - No HazMat			0	1	TOTAL COUNTY		20	238
Oil or Other Combustible liquid spill			0	4				
Wind Storm/Tornado Assessment			0	5				
Smoke Scare/Odor of Smoke			1	6				
Fire Alarm Activation/Unintentional			0	5				
Water Leak			0	1				
Mutual Aid Given			8	92				
TOTAL CITY			90	551	TOTAL INCIDENTS		110	789
MUTUAL & AUTO AID RECEIVED				RESPONSE TIMES	June	May		
	June	YTD		JOSHUA	6:36	6:21		
MA RECEIVED	5	16		COUNTY	10:08	9:50		
AA RECEIVED	3	34						
STAFFING	June	YTD			June	YTD		
INADEQUATE	0	0		NO-RESP 2nd CALL	0	16		
MISSED CALLS	0	0						

Building Inspection Report

June 2022

June	2022	2021	YTD 2022	YTD 2021
Building	65	89	318	347
Electrical	40	73	215	264
Plumbing	42	45	134	214
Mechanical	13	21	48	98
Re-Inspections	51	8	128	16
Certificate of Occupancy	4	0	16	8
Certificate of Occupancy Re-Inspection	1	0	5	0
Total # of Inspections	216	236	734	947
Plan Review	40	11	69	118

Building Permit Report

June 2022

June	2022	2021	YTD 2022	YTD 2021
Building	43	35	144	231
Electrical	22	15	112	106
Plumbing	22	10	82	80
Mechanical	13	8	51	76
Permanent Sign	1	4	9	9
Temporary Sign	1	1	12	10
Certificate of Occupancy	4	0	17	6
Swimming Pool	3	0	12	12
Sprinkler System	15	4	44	72
Solicitor	1	0	3	0
Contractor Registration	12	28	116	108
MHP Registration	0	0	1	3
Total # of Permits	137	105	603	733

New Businesses Report June 2022

New Businesses (Certificate of Occupancy Issued)	Address
Three Rivers Coffee Company	107 N Main "A"
McDonalds	952 S Broadway
Deep Roots Mac LLC	200 N Main #2
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Shoppes on Broadway	200 N. Broadway
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address

Public Works Monthly Team Status Report

For The Month Of June 2022

Completed Items

Date Received	Work Order	Finish Date	Notes
6/1/2022	Big Springs and Glenwood	6/8/2022	Saw cut excavate and repair street
6/2/2022	City Wide	6/28/2022	Repair potholes in city streets
6/3/2022	Joshua City park	6/3/2022	Mow and edge park
6/6/2022	317 Louise Dr	6/6/2022	Remove tree from ROW
6/6/2022	Stadium Dr and Apple	6/6/2022	Asphalt street repairs
6/7/2022	Stadium, Apple and Plum	6/7/2022	Chip seal streets
6/7/2022	Wagon Wheel	6/7/2022	Pave street 106 tons
6/8/2022	Yvonne Dr	6/8/2022	Chip seal street
6/9/2022	Ranch rd.	6/10/2022	Trim tree lines from ROW
6/10/2022	Joshua Station	6/13/2022	Mow city ROW's
6/13/2022	Wagon Wheel	6/13/2022	Level up drive ties
6/14/2022	Wagon Wheel	6/14/2022	Scrape road edges to promote drainage
6/14/2022	City Wide	6/14/2022	Mow ROW's
6/15/2022	Wagon Wheel	6/21/2022	Chip seal street
6/22/2022	N Main and 20th	6/28/2022	Repair intersection turn radius with concrete
6/23/2022	College, 18th and	6/23/2022	Crack seal streets
6/24/2022	Service Center	6/24/2022	Clean office and PM equipment
6/27/2022	City Wide	6/29/2022	Repair traffic signs
6/27/2022	E 8th st and CR 909 6000 Blk	6/27/2022	Remove tree from ROW
6/29/2022	Joshua Animal Control	2/29/2022	Treat outside area for sand bur
6/30/2022	Veatch 400 Blk	6/30/2022	Street repairs

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

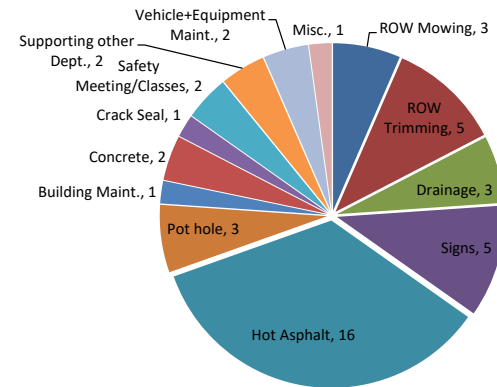
Assigned But Not Yet Started

City of Joshua
Public Works Monthly Activity Report
For the Month of June 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					3
ROW Trimming					1				1	1																2						5
Drainage														1						1		1										3
Signs		1																					1			1		2				5
Hot Asphalt	1		1			2	2	2					1		1	1	1			1	2									1		16
Pot hole		1												1														1				3
Building Maint.																								1								1
Concrete																						1				1						2
Emergency Services																																0
Crack Seal																							1									1
Safety Meeting/Classes		1																									1					2
Supporting other Dept.			1																									1				2
Vehicle+Equipment Maint.																				1		1										2
Misc.																					1											1

Chart reflects one per daily occurrence

ROW Mowing	3
ROW Trimming	5
Drainage	3
Signs	5
Hot Asphalt	16
Pot hole	3
Building Maint.	1
Concrete	2
Emergency Services	0
Crack Seal	1
Safety Meeting/Classes	2
Supporting other Dept.	2
Vehicle+Equipment Maint.	2
Misc.	1



City of Joshua
Parks & Recreation
Status Report
For the month of June 2022

City of Joshua
Parks & Recreation
Status Report
For the month of June 2022

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs	Activity	Total
Mowing	24	30	33		Mowing	87
Weed Eating, Edging, Blowing	12	8	24		Weed Eating, Edging, Blowing	44
Hedge & Tree Trimming	8				Hedge & Tree Trimming	8
Flower Beds/Landscaping					Flower Beds/Landscaping	
Fertilizing/Over Seeding					Fertilizing/Over Seeding	
Irrigation	20				Irrigation	20
Trash Removal	68		30		Trash Removal	98
Field Maintenance	Field One	Field Two	Field Three		Field Mowing	30
Mowing	10	10	10		Field Weed Eating	6
Weed Eating	2	2	2		Infield Edging	
Infield Edging					Striping	
Striping					Infield Draging	
Infield Draging					Infield Repair	
Infield Repair					Fertilizing/Over Seeding	
Fertilizing/Over Seeding					Infield Watering	16
Infield Watering	6	6	4		Trash Removal	
Trash Removal					Custodail Duties	103
Building Maintenance	City Park	Baseball Complex	City Facilities		General Repairs	78
Custodail Duties	72	6	25		Toddler Playground	
General Repairs	30	8	40		Equipment Maintenance	70
Toddler Playground					Special Events	49
Equipment Maintenance	30	20	20		Remodeling	62
Special Events	16		33		Total Man Hours	671
Remodeling	20		65			



City Secretary's Office

Monthly Report

June 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 in May 2022 and was processed immediately after the meeting:

- Approving the expenditure of \$13,868.00 to Johnson County for chip sealing the extension of Wagon Wheel Rd.
- Accepted the team of Randall Scott Architects and JE Dunn Construction "Request for Qualifications".
- Approved development agreements between the City of Joshua and property owners of parcels located on Oak Lane Dr. and CR 908.

Meeting Minutes prepared and approved:

- City Council – May 16, 2022 and May 19, 2022
- Planning & Zoning – April 04, 2022
- Planning & Zoning - May 10, 2022

City Secretary attended the following meetings:

June 06, 2022-	Planning & Zoning Commission
June 16, 2022-	Secretary of State-Online
June 16, 2022-	City Council Meeting
June 23, 2022-	NTMCA

Census Monthly Reporting

Report of Building Permits for new residential structures –

There were twelve (12) new single-family homes with the total valuation of \$4,051,288

Code of Ordinance

The Code of Ordinance Vault is updated as scheduled, and Supplement No. 17.1 has been uploaded to the website. All ordinances as of March 17, 2022, have been codified. The next update is in process now.

Records Management

The destruction of records as allowed by the adopted schedule has been completed. A total of 63 boxes. The records were shredded on-site.

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 online by the end of August 2022.

Below are several upcoming events the City Secretary has teamed up with the Chamber of Commerce to host this year:

Back to School Bash: August 13, 2022 - 9:00 a.m. to 1:00 p.m.

Joshua Fall Festival: October 8, 2022 - 9:00 a.m. to 1:00 p.m.

Veteran's Day Ceremony: November 11, 2022 - TBD

Christmas in the Park: December 3, 2022 - TBD

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 last seminar I am required to have this year to finish the requirements to re-certify is the Advanced Institute that will be held in Georgetown October 20-21, 2022.

Alcoholic Beverage Permits Annual permits issued for 2022:

- 309 E. 12th St. Family Dollar Store
- 1001 Joshua Station Brookshires
- 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

Liens

The list below are active liens held by the City of Joshua. –

CITY OF JOSHUA OUTSTANDING PROPERTY LIENS AS OF 7/14/2022							
Property Address	Work Date	Description	Document Number	Filing Date	Filing Amount	Filing Fee	Total (w/o Interest)
	4/12/2013	Mowing/clean-up	2013-14021	6/10/2013	\$ 155.75	\$ 20.00	
CR 909, 801	Tract 20, G Cassaland Survey, Abs 173						\$ 632.74
	6/24/2016	Mowing/clean-up	2016-25336	10/14/2016	\$ 606.74	\$ 26.00	
CR 913 (126.827.00740)	Tract 21C, E M Thompson Survey, Abs 827						\$ 232.74
	10/18/2016	Mowing/clean-up	2017-1812	1/20/2017	\$ 206.74	\$ 26.00	
Lakeview Dr. (126.3505.00360)	Lot 36, Oak Haven Addition						\$ 282.74
	8/27/2016	Mowing/clean-up	2016-28699	11/21/2016	\$ 256.74	\$ 26.00	
Main, 200 N.	Lots 7-10, Block 4, Original Town Joshua Addition						\$ 192.74
	5/25/2016	Mowing/clean-up	2016-17727	7/26/2016	\$ 166.74	\$ 26.00	
Stadium Dr (126.0636.01640)	Tract 40, McKinney & Williams Survey, Abs 636						\$ 682.74
	10/17/2016	Mowing/clean-up	2017-1810	1/20/2017	\$ 656.74	\$ 26.00	
Yvonne Dr, 1004	Lot 2, Block 1 of the Purselley Addition						\$ 482.79
	8/1/2018	Contractor Fees - Purselley Add.	2018-21714	8/3/2018	\$ 456.79	\$ 26.00	
4th Street, 523	Tract 19 & 20, H G Cason Survey, Abs 156						\$ 275.75
	11/9/2012	Mowing/clean-up	2013-3547	2/12/2013	\$ 255.75	\$ 26.00	
6th Street (126.0029.03440)	Tract 11, W W Byers Survey, Abs 29						\$ 232.74
	10/14/2016	Mowing/clean-up	2016-25339	10/14/2016	\$ 206.74	\$ 26.00	
6th Street & Santa Fe	Tract 1, W W Byers Survey, Abs 29						\$ 337.74
	10/14/2016	Mowing/clean-up	2016-25342	10/14/2016	\$ 311.74	\$ 26.00	
14th Street, 201 E.	Tract 68A, W W Byers Survey, Abs 29						\$ 192.74
	6/15/2016	Mowing/clean-up	2016-17733	7/26/2016	\$ 166.74	\$ 26.00	
TOTAL OUTSTANDING PROPERTY LIENS							\$ 23,806.01

Below are the Public Information Request for the month of June.

1	Requested Date	Requestor	Documents	Date Released	AG Letter	Cost/Electronic	Notes
2	6/1/2022	Rolex Domengiano	Permit Report	6/1/2022	NA	E	Email
3	6/1/2022	LexisNexis	Police Report	6/1/2022	NA	-	No Document
4	6/2/2022	Kathleen Casey	Police Report	6/2/2022	NA	-	No Document
5	6/3/2022	Lucio Lara	Police Report	6/3/2022	NA	-	No Report
6	6/5/2022	Angel Tormis	Communication Report	6/16/2022	NA	-	No Document
7	6/6/2022	Lori Montelongo	Police Report	6/20/2022	NA	-	Email
8	6/6/2022	Kelsi Jones	Police Report	6/21/2022	NA	\$0.40	
9	6/8/2022	Dana Cikankova	Property Information Report	6/8/2022	NA	-	Clarification Letter Sent
10	6/9/2022	LexisNexis	Police Report	6/9/2022	NA	\$6.00	Mailed
11	6/15/2022	Melissa Kircher	Police Report	6/22/2022	NA	-	Email
12	6/15/2022	Chris Parrott	Permit Report	6/15/2022	NA	-	Email
13	6/21/2022	Michelle Brown	Violation Report	6/21/2022	NA	-	No Document
14	6/21/2022	Jerry Wright	Termination Report	6/22/2022	NA	-	Email
15	6/22/2022	Michelle Brown	General Questions	6/22/2022	NA	-	Sent Letter
16	6/22/2022	Melissa Kircher	Police Report	6/22/2022	NA	-	Email
17	6/24/2022	Melissa Sneed	Fire Report	6/27/2022	NA	-	No Report (Not in city limits)
18	6/24/2022	Melissa Sneed	Fire Report	6/24/2022	NA	-	No Report
19	6/28/2022	Metropolitan Reporting Bureau	Police Report	6/28/2022	NA	-	Mailed
20	6/28/2022	Stacy Alvarez	Police Report	6/28/2022	6/28/2022		
21							

July 11, 2022

Alice Holloway
City Secretary
City of Joshua
101 South Main Street
Joshua, TX 76058

Re: Webinar Registration Fee Scholarship Reimbursement

Dear Alice,

I am happy you took advantage of the scholarships available to city clerks across the state to assist with the certification program. Enclosed is a check for \$400.00 to offset costs associated with the six-webinar package.

Travel scholarships and stipends are a good example of being fiscally responsible and a good steward of the tax dollars. I recommend you share this with your City Council and City Manager.

Sincerely,



Alicia Richardson, TRMC
City Secretary/Chief Governance Officer
TMCA, Inc. Treasurer

Enclosure Check No. 1842