



**AGENDA**  
**TYPE A ECONOMIC DEVELOPMENT CORPORATION BOARD**  
**COUNCIL CHAMBERS**  
**NOVEMBER 14, 2022**  
**6:30 PM**

The Joshua Type A Economic Development Corporation will hold a Regular Meeting in the Council Chambers, located at 101 S. Main St., Joshua, Texas, on November 14, 2022. This meeting is subject to the open meeting laws of the State of Texas.

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

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/82320020381?pwd=RGxuMFhXRXJxYUc0WHNDcnhFT3V2Zz09>

Meeting ID: 82320020381 Passcode: 998659

**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 may be found on the City's website ([cityofjoshuatx.us](http://cityofjoshuatx.us)) on the Agenda/Minutes/Recordings page. Speaker cards received will be read during the meeting in the order received by the City Secretary.

**By phone:** Please call 817/558-7447 ext. 2003 no later than 5:00 pm on the meeting day and provide your name, address, and question. The City Secretary will read your question in the order they are received.

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

**B. CITIZENS FORUM**

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

**C. REGULAR AGENDA**

- 1.** Review and discuss questions related to the budget report and financial statement for October 2022. (Staff Resource: M. Peacock)
- 2.** Discuss, consider, and possible action on the meeting minutes of October 10, 2022.
- 3.** Discuss, consider and possible action on an increase in funding in a joint funding agreement between the City of Joshua and JCSUD.
- 4.** Discuss, consider, and possible action regarding the approval of loan documents from Pinnacle Bank for the 3.556 acres in Joshua Station, and all matters incident and related thereto.

5. Discuss, consider, and possible action on award of bid to Falcon Construction Service and Schwarz-Hanson for the Container Park Project.
6. Discuss, consider, and possible action regarding contract with CivicPlus to build a website for Economic Development in the amount of \$1500.
7. Discuss, consider, and possible action on approval of the proposed Façade Improvement Grant.
8. Discuss, consider, and possible action on changing the regular meeting time for the Type A Economic Development Corporation.

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

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

**E. ADJOURN**

The Type A Economic Development Corporation reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including 551.071 (private consultation with the attorney for the City); 551.072 (discussing the 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 Directors may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. In addition, a quorum will be physically present at the posted meeting location of City Hall.

In compliance with the Americans with Disabilities Act, the City of Joshua will provide reasonable accommodations for disabled persons attending this meeting. Requests should be received at least 24 hours prior to the scheduled meeting by contacting the City Secretary's office at 817/558-7447.

**CERTIFICATE:**

I hereby certify that the above agenda was posted on the 10th day of November 2022 by 5:00 p.m. on the official bulletin board at the Joshua City Hall, 101 S. Main, Joshua, Texas.

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Alice Holloway, TRMC, MMC  
City Secretary

City of Joshua  
Financial Statement  
As of October 31, 2022

11/7/2022 2 Item 1.

<b>200 - 4A Economic Development</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Tax Revenue	54,904.74	52,062.50	2,842.24	54,904.74	625,000.00	8.78%	570,095.26
Investment Earnings	503.81	41.65	462.16	503.81	500.00	100.76%	(3.81)
Miscellaneous	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
Revenue Totals	<u>55,408.55</u>	<u>60,437.48</u>	<u>(5,028.93)</u>	<u>55,408.55</u>	<u>725,500.00</u>	<u>7.64%</u>	<u>670,091.45</u>
<b>Expense Summary</b>							
Personnel	0.00	927.08	(927.08)	0.00	11,125.00	0.00%	11,125.00
Debt Service	0.00	0.00	0.00	0.00	137,870.00	0.00%	137,870.00
Capital Outlay	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00%	30,000.00
Miscellaneous	0.00	12,523.67	(12,523.67)	0.00	150,300.00	0.00%	150,300.00
Economic Development	0.00	3,582.50	(3,582.50)	0.00	43,000.00	0.00%	43,000.00
Joshua Station Development	1,000.00	2,916.00	(1,916.00)	1,000.00	35,000.00	2.86%	34,000.00
Transfers Out	0.00	0.00	0.00	0.00	78,210.00	0.00%	78,210.00
Expense Totals	<u>1,000.00</u>	<u>22,449.25</u>	<u>(21,449.25)</u>	<u>1,000.00</u>	<u>485,505.00</u>	<u>0.21%</u>	<u>484,505.00</u>

City of Joshua  
Financial Statement  
As of October 31, 2022

11/7/2022 2

Item 1.

<b>200 - 4A Economic Development</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Tax Revenue</b>							
200-4003 Sales Tax	54,904.74	52,062.50	2,842.24	54,904.74	625,000.00	8.78%	570,095.26
Tax Revenue Totals	54,904.74	52,062.50	2,842.24	54,904.74	625,000.00	8.78%	570,095.26
<b>Investment Earnings</b>							
200-4600 Interest Income	503.81	41.65	462.16	503.81	500.00	100.76%	(3.81)
Investment Earnings Totals	503.81	41.65	462.16	503.81	500.00	100.76%	(3.81)
<b>Miscellaneous</b>							
200-4901 Misc. Revenue	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
Miscellaneous Totals	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
Revenue Totals	55,408.55	60,437.48	(5,028.93)	55,408.55	725,500.00	7.64%	670,091.45

City of Joshua  
Financial Statement  
As of October 31, 2022

11/7/2022 2:10: Item 1.

<b>200 - 4A Economic Development Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00%	30,000.00
Debt Service	0.00	0.00	0.00	0.00	137,870.00	0.00%	137,870.00
Economic Development	0.00	3,582.50	(3,582.50)	0.00	43,000.00	0.00%	43,000.00
Joshua Station Development	1,000.00	2,916.00	(1,916.00)	1,000.00	35,000.00	2.86%	34,000.00
Miscellaneous	0.00	12,523.67	(12,523.67)	0.00	150,300.00	0.00%	150,300.00
Personnel	0.00	927.08	(927.08)	0.00	11,125.00	0.00%	11,125.00
<b>Non-Departmental Totals</b>	<u>1,000.00</u>	<u>22,449.25</u>	<u>(21,449.25)</u>	<u>1,000.00</u>	<u>407,295.00</u>	<u>0.25%</u>	<u>406,295.00</u>
<b>200 - 4A Economic Development General Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Transfers Out	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>78,210.00</u>	<u>0.00%</u>	<u>78,210.00</u>
<b>General Non-Departmental Totals</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>78,210.00</u>	<u>0.00%</u>	<u>78,210.00</u>
<b>Expense Total</b>	<u><u>1,000.00</u></u>	<u><u>22,449.25</u></u>	<u><u>(21,449.25)</u></u>	<u><u>1,000.00</u></u>	<u><u>485,505.00</u></u>	<u><u>0.21%</u></u>	<u><u>484,505.00</u></u>

City of Joshua  
Financial Statement  
As of October 31, 2022

11/7/2022 2: Item 1.

<b>200 - 4A Economic Development Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
200-00-5150 Training & Travel	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
200-00-5160 Dues & Subscriptions	0.00	343.75	(343.75)	0.00	4,125.00	0.00%	4,125.00
200-00-5574 2018 Revenue Bonds -	0.00	0.00	0.00	0.00	67,870.00	0.00%	67,870.00
200-00-5574 2018 Revenue Bonds -	0.00	0.00	0.00	0.00	70,000.00	0.00%	70,000.00
200-00-5600 Capital Outlay > \$5,000	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00%	30,000.00
200-00-5840 380 Agreement Expenses	0.00	816.67	(816.67)	0.00	9,800.00	0.00%	9,800.00
200-00-5853 Joshua Area Chamber Of	0.00	1,500.00	(1,500.00)	0.00	18,000.00	0.00%	18,000.00
200-00-5860 Joshua Station Utilities	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00
200-00-5860 Joshua Station Development	1,000.00	1,250.00	(250.00)	1,000.00	15,000.00	6.67%	14,000.00
200-00-5880 Facade Grant Funding	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
200-00-5909 Miscellaneous Expense	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
200-00-5930 Advertising	0.00	3,332.00	(3,332.00)	0.00	40,000.00	0.00%	40,000.00
200-00-5955 Type A Administrative	0.00	2,082.50	(2,082.50)	0.00	25,000.00	0.00%	25,000.00
Non-Departmental Totals	<u>1,000.00</u>	<u>22,449.25</u>	<u>(21,449.25)</u>	<u>1,000.00</u>	<u>407,295.00</u>	<u>0.25%</u>	<u>406,295.00</u>

City of Joshua  
Financial Statement  
As of October 31, 2022

11/7/2022 2:11 PM

Item 1.

<b>200 - 4A Economic Development General Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
200-02-5975 Transfer To General Fund	0.00	0.00	0.00	0.00	78,210.00	0.00%	78,210.00
General Non-Departmental Totals	0.00	0.00	0.00	0.00	78,210.00	0.00%	78,210.00
Expense Totals	1,000.00	22,449.25	(21,449.25)	1,000.00	485,505.00	0.21%	484,505.00



**MINUTES**  
**TYPE A ECONOMIC DEVELOPMENT CORPORATION BOARD**  
**COUNCIL CHAMBERS**  
**OCTOBER 10, 2022**  
**6:30 PM**

**PRESENT**

President Shelly Anderson  
 Director Joe Hollarn  
 Director Linda Childers  
 Director Josh Burns

**STAFF**

Mike Peacock, City Manager  
 Molly Martin, EDC Director  
 Alice Holloway, City Secretary

**ABSENT**

Director David Morgan  
 Director Esley Henderson  
 Director Aleshia Heyes

The Joshua Type A Economic Development Corporation held a Regular Meeting in the Council Chambers, located at 101 S. Main St., Joshua, Texas, on October 10, 2022. This meeting is subject to the open meeting laws of the State of Texas.

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

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/89023808808?pwd=bWsxZ0tmL2hmR0pxVTJ5SHhsVDRhUT09>

Meeting ID: 89023808808 Passcode: 280589

**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:**

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**By phone:** Please call 817/558-7447 ext. 2003 no later than 5:00 pm on the meeting day and provide your name, address, and question. The City Secretary will read your question in the order they are received.

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

Director Anderson announced a quorum and called the meeting to order at 6:30 pm.

**B. CITIZENS FORUM**

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



**C. REGULAR AGENDA**

1. City Secretary to administer Oath of Office to newly appointed director(s).

City Secretary Holloway administered the oath of office to the newly appointed directors.

2. Discuss, consider, and possible action on the appointment of the following positions for a one-year term:
  - President
  - Vice President
  - Secretary
  - Treasurer

Director Hollarn moved to make the following appointments:

- President- Shelly Anderson
- Vice President- Linda Childers
- Secretary- Josh Burns
- Treasurer- Joe Hollarn

Director Burns seconded the motion. The motion passed unanimously.

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

City Manager Mike Peacock presented the September 2022 Financial statement.

City manager Peacock stated that \$145,000 budgeted funds was not spent during the 2021-22 Budget.

4. Discuss, consider, and possible action on meeting minutes of September 12, 2022. (Staff Resource: A. Holloway)

Director Hollarn moved to approve the meeting minutes of September 12, 2022. Director Childers seconded the motion. The motion passed unanimously.

5. Discuss, consider, and possible action on a contract to purchase approx. 3.73 acres of land for a Dinosaur Museum in Joshua Station. (Staff Resource: M. Martin)

EDC Director Martin stated that staff got had a few adjustments made to the contract. The total cost is \$9.00 per sq. ft., \$1,393,461 total. In addition, she stated that staff is discussing with Pinnacle Bank regarding not having prepayment penalties.

Director Hollarn asked if we are just buying the land. EDC Director Martin answered yes, only the land, they will be responsible for everything else.

Director Hollarn asked if we have a contract with them yet, EDC Director Martin answered no, but we do have a verbal.

Director Hollarn asked how much we are financing. EDC Director Martin answered 100%. Director Hollarn asked how many years is being financed. EDC Director Martin answered it is still in discussion.

Director Hollarn asked who has the drainage pond. City Manager Peacock stated that it was on this property.

Director Burns asked what the branding is? EDC Martin stated that they are still discussing what is on the building and in the name.

City Manager Peacock stated that the vision is to have the city logo on the building.

Director Burns asked if council needs to approve, City Manager Peacock answered yes and stated that the council supports this project.

EDC Director Martin stated that the building will be a 30,000 sq. ft. building and very classy.

Director Hollarn asked what is in the contract? What if the museum closes, does the city get their money back? EDC Director Martin answered no, it has not been discussed. Director Hollarn stated that he believes it should be in the contract.

Director Hollarn moved to approve the expenditure of \$1,393,461 to purchase approx. 3.73 acres of land for a Dinosaur Museum. Director Childers seconded the motion. The motion passed unanimously.

#### **D. EXECUTIVE SESSION**

1. The Type A Economic Development Corporation 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:
  - a. Pursuant to Section 551.072 of the Texas Government Code to discuss or deliberate the purchase, exchange, lease, or value of real property.

Director Anderson announced the EDC Type A will recess the regular meeting to meet in Executive Session at 6:58 pm.

#### **E. RECONVENE INTO EXECUTIVE SESSION**

1. In accordance with Texas Government Code, Section 551, the Type A Economic Development Corporation will reconvene into regular session and consider action, if any, on matters discussed in executive session.

Director Anderson opened the Regular Meeting at 720 pm.

Director Hollarn moved to approve expenditure discussed in executive session. Director Burns seconded the motion. The motion passed unanimously.

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

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

#### **G. ADJOURN**

Director Anderson adjourned the meeting at 7:29 pm.

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Shelly Anderson, President  
Type A EDC

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Alice Holloway, City Secretary

Approved: November 14, 2022

**MEMORANDUM**

**TO:** Joshua Type A EDC Board

**FROM:** Mike Peacock,

**DATE:** November 8, 2022

**SUBJECT:** JCSUD Cost Participation Agreement

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As you are aware, the Johnson County Special Utility District has plans to construct a 16" water main down Main Street to Hwy. 174 and South Main, and from there make additional connections to increase water availability to Joshua Station.

Bids received last month were much higher than anticipated with the total cost of the project at \$3.5 M, which is more than triple the cost. The city's participation will not exceed \$1.750 M.

Originally, the board had approved \$100,000 in funding, with the remaining being covered by TIF funds around \$350,000. The TIF participation will increase to \$1.1M

The city will be allocating funding from reserves and asking the Type A EDC Board to consider increasing funding for the project. Any consideration in increasing funding is appreciated. A copy of the agreement with redlines is included in your packets.

**COST PARTICIPATION AGREEMENT BETWEEN  
JOHNSON COUNTY SPECIAL UTILITY DISTRICT AND THE  
CITY OF JOSHUA, TEXAS**

THE STATE OF TEXAS           §

COUNTY OF JOHNSON           §

THIS AGREEMENT is made and entered into by and between the City of Joshua, hereinafter referred to as the "City," and Johnson County Special Utility District, hereinafter referred to as "JCSUD."

WHEREAS, the City is engaged in participating in the JCSUD project in the City of Joshua, Johnson County, Texas, commonly known as the 16-inch Joshua Main Street project (the "Project"); and

WHEREAS, JCSUD is a political subdivision of the State of Texas, as authorized by Article XVI, Section 59 of the Texas Constitution, and the laws of the state, and owns and operates a water facilities system that supplies potable water for human consumption and other domestic uses to customers within its defined service area; and

WHEREAS, the City 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 Texas Local Government Code, as amended.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the City and JCSUD hereby agree as follows:

1. The City agrees to participate financially in the Project according to the agreed-upon methodology. The cost of the 16-inch Joshua Main Street project from the elevated storage tank on Main Street to the intersection of SH 174 (Broadway) and Main Street will be split 50% to each entity. Further, the Parties acknowledge that the Project will enhance economic development opportunities in the City and therefore, the Parties agree that the apportionment of Project costs to future end users of the services contemplated by this Agreement will be based upon a mutually agreeable formula between JCSUD and the City for such apportionment of costs.
2. Based on the actual bid price of \$3,489,256, the City will participate in an amount not to exceed \$1,750,000.
3. The City will issue payment to JCSUD as follows:
  - a. 25% of the actual bid price (\$872,314) will be submitted to JCSUD prior to the start of construction, as set in the pre-construction meeting with the contractor.
  - b. Prior to JCSUD issuing a Final Letter of Completion, all participation amounts shall be paid in full, not to exceed \$1,750,000.
4. Effect of Force Majeure.  
In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure event, shall be suspended during the continuance of the inability; provided, however, that due diligence is exercised to resume performance at the earliest practical time. As

soon as reasonably possible after the occurrence of the force majeure event relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice with full details of the force majeure event to the other party. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, unreasonable supply chain delays caused by a pandemic or other uncontrollable forces and any other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

5. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to JCSUD shall be addressed:

Peter Kampfer, General Manager  
Johnson County Special Utility District  
P.O. Box 1390  
Joshua, TX 76058

Any notice mailed to the City shall be addressed:

Mike Peacock, City Manager  
The City of Joshua  
101 South Main Street  
Joshua, TX 76058

Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

6. Rights-of-Way/Easements.

JCSUD hereby acknowledges that there is existing rights-of-way and/or easements for the construction of the Project. In the event that JCSUD has not acquired or otherwise obtained sufficient rights-of-way and/or easements for the construction of the Project, JCSUD shall be responsible for the costs of acquisition of sufficient right-of-way and/or easements for the construction of the Project.

7. Authority to Execute.

The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. JCSUD warrants and represents that the individual executing this Agreement on behalf of JCSUD has full authority to execute this Agreement and bind JCSUD to the same.

8. Mediation.

In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

9. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all 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 any Party shall not apply.

10. No Third Party Beneficiaries.

Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

11. Applicability of City Ordinances.

The signatories hereto shall be subject to all applicable construction ordinances of the City, whether now existing or in the future arising.

12. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby, and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

13. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire Agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

14. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a written signed by the authorized representatives of JCSUD and the City, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

15. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are expressly deemed performable in Johnson County, Texas, and shall be construed as though jointly drafted by both parties.

16. Venue.

Venue for any suit arising hereunder shall be in Johnson County, Texas.

17. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors, and assigns of the parties.

18. Assignability.

The rights and obligations of the City hereunder may not be assigned without the prior written consent of JCSUD. The rights and obligations of the City hereunder may be assigned to the United States Department of Agriculture, Rural Development, or any other successor agency without the prior consent of JCSUD.

19. Effective Date.

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**JOHNSON COUNTY SPECIAL UTILITY DISTRICT:**

\_\_\_\_\_  
by Peter Kampfer, General Manager

THE STATE OF TEXAS     §

COUNTY OF JOHNSON     §

THIS AGREEMENT was acknowledged before me by Peter Kampfer on this \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
*Notary Public in and for the State of Texas*



**CITY OF JOSHUA, TEXAS:**

\_\_\_\_\_  
by Mike Peacock, City Manager

THE STATE OF TEXAS     §

COUNTY OF JOHNSON     §

THIS AGREEMENT was acknowledged before me by Mike Peacock on this \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
*Notary Public in and for the State of Texas*



## **Type A Board Agenda**

**11-14-2022**

**(Action Item/Discussion Item)**

### **Agenda Description:**

Discuss, consider, and possible action regarding the loan documents from Pinnacle Bank for the 3.556 acres in Joshua Station.

### **Background Information:**

Purchase of the 3.556 acres in Joshua Station for the future home of the Dinosaur Museum.

### **Financial Information:**

Will be presented at the board meeting.

### **City Contact and Recommendations:**

Molly Martin – Director of Economic Development

### **Attachments:**

**Pending**

**CLOSING DOCUMENTS INDEX**  
**\$1,393,461 SERIES 2022 NOTE (TAX EXEMPT)**

**Pinnacle Bank**  
**("Lender")**  
**and**  
**JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION**  
**("Corporation")**

**Dated as of November 30, 2022**

<b><i>Document No.</i></b>	<b><i>Document Description</i></b>
1	Loan Agreement between Lender and Corporation  Exhibit A – Form of Note
2	Series 2022 Note executed by Corporation and payable to Lender  Schedule I – Payment Schedule
3	Sales Tax Remittance Agreement executed by the Corporation and the City of Joshua, Texas (the “City”)
4	General Certificate of Corporation
5	Resolution of Corporation
6	General Certificate of the City  Exhibit A – Resolution/Order Calling Election, Notice of Election and Resolution/Order Canvassing Election Returns
7	Resolution of the City  Exhibit A - Sales Tax Remittance Agreement
8	Tax Certificate
9	Form 8038-G

<b><i><u>Document No.</u></i></b>	<b><i><u>Document Description</u></i></b>
10	Opinion of Counsel
11	Articles of Incorporation of Corporation
12	Certificate of Good Standing for the Corporation from Texas Comptroller
13	Certificate of Fact for the Corporation from Texas Secretary of State

**LOAN AGREEMENT**

**between**

**PINNACLE BANK**

**and**

**JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION**

**\$1,393,461.00**

**Dated as of November 30, 2022**

## LOAN AGREEMENT

This **LOAN AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this “Agreement”), dated as of \_\_\_\_\_, 2022, is between **PINNACLE BANK** (the “Lender”), and the **JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION** (the “Corporation”), a nonprofit economic development corporation duly established and created pursuant to Chapters 501, 502 and 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended), (collectively, the “Act”), created by or on behalf of the City of Joshua, Texas (the “City”).

### WITNESSETH:

**WHEREAS**, the City has established, levied, is maintaining and collecting on behalf of the Corporation the Economic Development Sales and Use Tax pursuant to the Act;

**WHEREAS**, the City has previously authorized the Corporation to undertake any “Project”, as defined in the Act, permitted under Chapter 505, Texas Government Code, as permitted pursuant to Section 504.171 of the Act;

**WHEREAS**, the Corporation has asked the Lender to make a loan to the Corporation for the purpose of (i) financing the purchase of commercial real property, as permitted under the Act (the “Project”); and (ii) paying costs of issuing the loan, such loan to be secured by and payable from the proceeds of the Economic Development Sales and Use Tax;

**WHEREAS**, completing the Project is important to the economic growth and development of the City and will be suitable for use as a recreational or community facility as permitted under Section 505.152, Texas Local Government Code;

**WHEREAS**, the Lender is willing to make such loan to the Corporation, on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements herein expressed, the Lender and the Corporation agree as follows:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

**Section 1.1 Definitions** The capitalized terms used in this Agreement shall have the following respective meanings unless the context otherwise requires:

Act - has the meaning ascribed to such term in the first paragraph hereof.

Additional Parity Debt - means: additional debt or other obligations to be issued or incurred by the Corporation including, without limitation, the issuance or incurrence of any bonds, notes, or other obligations payable from and secured in whole or in part by liens on the

Pledged Revenues that are in parity with the lien on the Pledged Revenues securing the payment of the Existing Indebtedness and the Series 2022 Note.

Additional Subordinate Debt - means: Additional debt or other obligations to be issued or incurred by the Corporation including, without limitation, the issuance or incurrence of any bonds, notes, or other obligations payable from and secured in whole or in part by liens on the Pledged Revenues that are junior or subordinate to the lien on the Pledged Revenues securing the payment of the Series 2022 Note.

Agreement - has the meaning ascribed to such term in the first paragraph hereof.

Bond Counsel – Naman Howell Smith & Lee, PLLC.

Business Day - Any day, other than a Saturday, Sunday, or legal holiday, on which the offices of the Lender are not required or authorized by law or executive order to be closed.

City - has the meaning ascribed to such term in the first paragraph hereof.

Closing Date - The date that the Series 2022 Note is delivered to the Lender.

Code - The Internal Revenue Code of 1986, as amended, and all applicable regulations and any official rulings and determinations under the above.

Corporation - has the meaning ascribed to such term in the first paragraph hereof.

Costs of Issuance - The costs and expenses incurred by the Corporation with respect to the authorization, execution and delivery of the Loan Documents and all documentation related thereto.

Debt Service Fund - shall have the meaning ascribed to such term in Section 4.4 hereof.

Debt Service Requirement - The amount necessary to pay the principal of and interest due and owing on the Series 2022 Note during each respective fiscal year of the Corporation.

Economic Development Sales and Use Tax - The ½ of 1% sales and use tax authorized to be levied by the City on behalf of the Corporation for the promotion of economic development pursuant to the Act and elections duly held.

Event of Default - Unless waived in writing by the Lender, the occurrence of any of the following:

(a) the failure of the Corporation to make any of the Series 2022 Note Payments when due if such failure is not cured within fifteen (15) days after Lender sends the Corporation written notice specifying such failure;

(b) the failure of the Corporation to comply with any other covenant, condition, or agreement under this Agreement, and the continuation of such failure for a period of thirty (30) days after the date that the Corporation acquired actual knowledge or written notice of such failure, which knowledge may take the form of notice specifying such failure given to the Corporation by the Lender;

(c) bankruptcy, insolvency, appointment of a receiver for, or the failure to discharge a judgment against, the Corporation;

(d) the violation of any representation or warranty made by the Corporation under Section 5.2 hereof; or

(e) the failure of the Corporation to perform any of its obligations under or comply with any provisions of this Agreement not described in (a) or (b) above or any other agreement with the Lender to which it may be a party or by which it is bound.

Existing Parity Indebtedness - means any note, bond or other debt obligations of the Corporation outstanding as of the Closing Date and payable from and secured in whole or in part by liens on the Pledged Revenues that are in parity with the lien on the Pledged Revenues securing the payment of the Series 2022 Note.

Interest Payment Date - The date interest payments are due on the Loan, as set forth in the Series 2022 Note.

Lender - Pinnacle Bank, together with its successors and assigns.

Loan - The loan from the Lender to the Corporation made pursuant to this Agreement.

Loan Documents - Collectively, this Agreement, the Series 2022 Note, the Sales Tax Remittance Agreement, and the Resolution.

Maximum Interest Rate - The maximum rate of interest allowed under Chapter 1204, Government Code, as amended, but not to exceed the “*applicable interest rate ceiling*” as determined under Chapter 303 of the Texas Finance Code from time to time in effect.

Series 2022 Note - The promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as Exhibit A, and any promissory note executed and delivered by the Corporation in replacement thereof or in substitution therefor.

Series 2022 Note Payments - The payments required by Section 2.3 to be made by the Corporation in payment of the principal of and interest on the Series 2022 Note.

Pledged Revenues - 100% of the funds collected by the City from the levy of the Economic Development Sales and Use Tax, without deduction, offset or credit for any administrative charges or expenses incurred by the City or the Corporation in connection with the levy and collection of the Economic Development Sales and Use Tax, other than any amounts due and owing to the Comptroller of Public Accounts of the State for collection costs and other charges.

Principal Amount - \$1,393,461.00.

Project: - shall have the meaning set forth in the preamble of this Agreement.



Resolution - The resolution of the Board of Directors of the Corporation authorizing the execution and delivery of this Agreement and the Series 2022 Note and the pledge of the Pledged Revenues to the payment of the principal of and interest on the Series 2022 Note, and any amendments or supplements thereto.

Sales Tax Remittance Agreement - The Sales Tax Remittance Agreement dated as of even date herewith by and between the Corporation and the City, as same may be amended, restated, supplemented and/or otherwise modified.

State - The State of Texas.

**Section 1.2 Interpretative Matters** Whenever the context requires:

- (i) references in this Agreement of the singular number shall include the plural and vice versa; and
- (ii) words denoting gender shall be construed to include the masculine, feminine, and neuter.

(b) The table of contents and the titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

## ARTICLE II

### THE LOAN; REPAYMENT OF THE LOAN

**Section 2.1 Financing the Loan** Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in Section 2.2, and for and in consideration of the payment by the Corporation of its obligations under this Agreement and the Series 2022 Note and the covenants and agreements herein contained, the Lender will, on the Closing Date, advance to and for the sole use and benefit of the Corporation an amount equal to the Principal Amount for the exclusive purpose of financing the costs of the Project and the paying Costs of Issuance.

**Section 2.2 Conditions to Closing** The obligation of the Lender to make the advance pursuant to Section 2.1 hereof shall be subject to the following conditions:

- (a) The representations of the Corporation herein shall be true, complete and correct in all material respects on the date hereof and on and as of the Closing Date as if made on the Closing Date;
- (b) On the Closing Date, the Loan Documents shall be in full force and effect, assuming due authorization and execution by the other parties thereto, and shall not have been amended or supplemented except as may have been agreed to in writing by the Lender;

(c) At or prior to the Closing Date, the Lender shall have received each of the following documents:

- (i) This Agreement executed by an authorized officer of the Corporation;
- (ii) The Series 2022 Note executed by an authorized officer of the Corporation;
- (iii) A certificate, dated the Closing Date, executed by an authorized officer of the Corporation, to the effect that (A) the representations and warranties of the Corporation contained in this Agreement are true and correct on the date hereof and on and as of the Closing Date as if made on the Closing Date; (B) the Resolution and this Agreement are in full force and effect and have not been amended or supplemented except as may have been approved in writing by the Lender; (C) the Corporation is not in default with respect to any of its outstanding obligations; and (D) no litigation is pending or, to the best of their knowledge, threatened in any court to restrain or enjoin the execution and delivery of this Agreement or the Series 2022 Note or the levy and collection of the Economic Development Sales and Use Tax or the pledge thereof, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Loan Documents, or contesting the powers of the Board of Directors of the Corporation;
- (iv) Certified copies of resolutions of the City and the Corporation authorizing execution, delivery and performance of all of the Loan Documents and authorizing the borrowing hereunder, along with such certificates of existence, certificates of good standing and other certificates or documents as the Lender may reasonably require to evidence the Corporation's authority;
- (v) True copies of all organizational documents of the Corporation, including all amendments, restatements or supplements thereto;
- (vi) An opinion of counsel which shall specifically provide that (1) the Corporation is a validly existing non-profit corporation created by the City of Joshua pursuant to Chapter 504 of the Act and (2) the Corporation is duly authorized and empowered to execute, deliver and perform the Loan Documents.

**Section 2.3 Repayment Terms** The Corporation agrees to execute and deliver the Series 2022 Note to the Lender upon the advance of the Principal Amount by the Lender to the Corporation pursuant to Section 2.1.

(b) The Series 2022 Note shall be dated the Closing Date, shall be in an aggregate principal amount equal to the Principal Amount and shall be payable in installments on the dates and in the amounts specified in the Series 2022 Note.

(c) Interest shall accrue and be paid on the outstanding Principal Amount as specified in the Series 2022 Note.

**Section 2.4 Series 2022 Note Payments** All Series 2022 Note Payments shall be made on the applicable payment date in immediately available funds and shall be paid to the Lender at the address provided to the Corporation pursuant to Section 8.2.

**Section 2.5 Series 2022 Note Payments Due on Business Days** If the regularly scheduled due date for a Series 2022 Note Payment is not a Business Day, the due date for such payment shall be the next succeeding Business Day, and payment made on such succeeding Business Day shall have the same force and effect as if made on the regularly scheduled due date.

**Section 2.6 Prepayment of Series 2022 Note** (a) Voluntary Prepayment. The Corporation may at its option prepay the principal amount of the Series 2022 Note outstanding hereunder, in whole, or in part, on any payment date on or after Closing. The prepayment price shall be an amount equal to the principal amount to be prepaid along with accrued interest to the date set for prepayment.

**Section 2.7 Limited Obligation** The obligations of the Corporation hereunder are special limited obligations thereof and neither the Series 2022 Note nor any instrument related to this Agreement may give a holder a right to demand payment from any source other than the Economic Development Sales and Use Tax imposed by Chapter 504 of the Act and pledged hereunder.

**Section 2.8 Segregation of Economic Development Sales and Use Tax** The Corporation shall or shall cause the City to maintain a separate fund into which shall be deposited the Economic Development Sales and Use Tax and the Corporation shall or shall cause the City to segregate such taxes collected from the general fund of the City.

## ARTICLE III

### ADDITIONAL DEBT

#### **Section 3.1 Additional Parity Debt**

(a) For so long as the Corporation is obligated hereunder and under the Series 2022 Note, the Corporation shall have the right to issue Additional Parity Debt when issued in compliance with the law and terms and conditions hereinafter appearing, the lien or pledge securing such Additional Indebtedness shall occupy a position of parity and equal dignity with the lien or pledge securing the Notes, so long as prior to doing the same:

(i) the Corporation furnishes to the Lender a signed statement, supported by its audit or other financial presentation acceptable to the Lender, that the Corporation's net revenues for the previous 24 months, prior to incurring such additional debt, are at least 1.15 times the annual debt service payments due on (i) the Series 2022 Note, (ii) any other then outstanding Existing Parity Indebtedness of the Corporation, and (iii) the

proposed new debt yet to be incurred. Such statement shall be furnished to the Lender at least 14 days prior to the time any additional debt is incurred;

(ii) Net revenues shall mean the gross revenues of the Corporation, less its operating expenses, as determined by GAAP. Depreciation or amortization costs shall not be counted as operating expenses.

### **Section 3.2 Additional Subordinate Debt**

(a) The Corporation may issue or incur Additional Subordinate Debt without restriction.

## **ARTICLE IV**

### **SPECIAL AGREEMENTS**

**Section 4.1 Obligations of Corporation Unconditional** The obligation of the Corporation to make the payments required by Section 2.3 shall be absolute and unconditional. The Corporation shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Corporation may have or assert against the Lender or any other person.

(b) Until such time as the Series 2022 Note is fully paid the Corporation:

(i) will not suspend or discontinue, or permit the suspension or discontinuance of, any Series 2022 Note Payment;

(ii) will perform and observe all of its other agreements contained in this Agreement; and

(iii) except by full payment and retirement of the Series 2022 Note will not terminate this Agreement for any cause.

**Section 4.2 Agreement as Security Agreement** An executed copy of this Agreement shall constitute a security agreement pursuant to applicable law, with the Lender as the secured party. The lien, pledge, and security interest of the Lender created in this Agreement shall become effective immediately upon the Closing Date, and the same shall be continuously effective for so long as the Series 2022 Note is outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing it shall be filed as a security agreement among the permanent records of the Corporation. Such records shall be open for inspection to any member of the general public and to any person proposing to do or doing business with, or asserting claims against, the Corporation, at all times during regular business hours.

(c) The provisions of this section are prescribed pursuant to the Bond Procedures Act of 1981 (Chapter 1204, Government Code), as amended, and other applicable laws of the State. If any other applicable law, in the opinion of counsel to the Corporation or in the opinion,

reasonably exercised, of counsel to the Lender, requires any filing or other action additional to the filing pursuant to this section in order to preserve the priority of the lien, pledge, and security interest of the Lender created by this Agreement, the Corporation shall diligently make such filing or take such other action to the extent required by law to accomplish such result.

**Section 4.3 Pledge and Source of Payment** The Corporation hereby covenants that all Pledged Revenues shall be deposited and paid into the Debt Service Fund established in Section 4.4 hereof, and shall be applied in the manner set out herein, to provide for the payment of principal and interest on the Series 2022 Note and, to the extent permitted, any Existing Parity Indebtedness and Additional Debt and all expenses of paying the same. The obligations of the Corporation under the Series 2022 Note and any Existing Parity Indebtedness and Additional Debt shall be special limited obligations of the Corporation payable solely from, and secured by a first lien on, the Pledged Revenues, and collected and received by the Corporation, which Pledged Revenues shall, in the manner herein provided, be set aside and pledged to the payment of the Series 2022 Note and any Existing Parity Indebtedness and Additional Debt in the Debt Service Fund. The Lender and any owner of any Existing Parity Indebtedness and Additional Debt shall never have the right to demand payment out of any funds raised or to be raised by ad valorem taxation. The Lender and any owner of any Existing Parity Indebtedness and Additional Debt shall never have the right to demand payment from sales tax revenues in excess of those collected from the Economic Development Sales and Use Tax.

**Section 4.4 Debt Service Fund** The Debt Service Fund (the “*Debt Service Fund*”) is hereby created, and the Debt Service Fund shall be maintained and accounted for as hereinafter provided, so long as the Series 2022 Note remains outstanding. For purposes of this Section 4.4 and this Agreement, the Corporation’s existing general fund may serve as the Debt Service Fund, unless the Corporation elects to establish a separate Debt Service Fund.

**Section 4.5 Flow of Funds** All Pledged Revenues shall be deposited as collected into the Debt Service Fund. For purposes of this Section 4.5 and this Agreement, the Lender and the Corporation agree that the Corporation’s general fund may be the Debt Service Fund unless the Corporation elects to establish a separate Debt Service Fund. Money from time to time on deposit to the credit of the Debt Service Fund shall be applied as follows in the following order and priority:

- (a) First, to pay principal of and interest on the Series 2022 Note and other obligations secured by the Pledged Revenues; and
- (b) Second, to be used by the Corporation for any lawful purpose.

After making any transfers required into any other funds created or any subordinate lien obligations, any money remaining in the Debt Service Fund shall be considered surplus, and may be used by the Corporation for any lawful purpose.

**Section 4.6 Investment of Funds; Transfer of Investment Income** Money in the Debt Service Fund may, at the option of the Corporation, be invested in time deposits or certificates of deposit of commercial banks secured in the manner required by law for public

funds and insured by the Federal Deposit Insurance Corporation to the maximum extent permitted by law, or be invested in direct obligations of, or obligations fully guaranteed by, the United States of America, or in any other investments authorized by the laws of the State; provided that all such deposits or investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. Any obligation in which money is so invested shall be kept and held in the official depository bank of the Corporation at which the fund is maintained from which the investment was made. All such investments shall be promptly sold when necessary to prevent any default in connection with the Series 2022 Note or any Additional Debt.

All interest and income derived from such deposits and investments shall be transferred or credited as received to the general fund, and shall constitute Pledged Revenues.

**Section 4.7 Security for Uninvested Funds** All uninvested money on deposit in, or credited to, the Debt Service Fund shall be secured by the pledge of security as provided by the laws of the State.

**Section 4.8 Financial Statements and Reports** For so long as any amounts remain outstanding under the Series 2022 Note, the Corporation will promptly furnish to the Lender from time to time upon request such information regarding the business and affairs and financial condition of the Corporation as the Lender may reasonably request, and furnish to the Lender promptly after available and in any event within one hundred eighty (180) days of each fiscal year end, current audited financial statements, on a consolidated basis, of the Corporation, or if not separately prepared, then of the City, including (i) a balance sheet, (ii) statement of revenues, expenses and changes in fund balances, (iii) statements of cash flow, (iv) operating fund budget analysis, and (iv) appropriate Series 2022 Notes and attachments to the financial statements.

**Section 4.9 Reserved Inspection Rights** At any reasonable time and from time to time, the Corporation will permit representatives of the Lender to examine, copy, and make extracts from its books and records, to visit and inspect its properties, and to discuss its business, operations, and financial condition with its officers, employees, and independent certified public accountants.

**Section 4.11 Keeping Books and Records** The Corporation will maintain proper books of record and account in which full, true, and correct entries in conformity with generally accepted accounting principles shall be made of all dealings and transactions in relation to its business and activities.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES

**Section 5.1 Representations and Warranties of Lender** The Lender represents and warrants to the Corporation the following:

(a) The Lender has all necessary power and authority to enter into and perform this Agreement.

(b) The Lender has taken all actions required to authorize and execute this Agreement and to perform its obligations hereunder and the execution, delivery and performance by the Lender of and compliance with the provisions of this Agreement will not conflict with any existing law, regulation, rule, decree or order or any agreement or other instrument by which the Lender is bound.

**Section 5.2 Representations by the Corporation** The Corporation represents, warrants and covenants to the Lender as follows:

(a) The Corporation is a nonprofit industrial development corporation, within the meaning of Chapter 504 (formerly Section 4A) of the Act, has all of the rights, powers, privileges, authority and functions given by the general laws of the State to nonprofit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, except as otherwise provided in Section 501.054(a) of the Act (formerly Section 23(a) of the Act), and is authorized by the Act to execute and to enter into this Agreement and to undertake the transactions contemplated herein and to carry out its obligations hereunder.

(b) The Corporation is duly organized, validly existing, and in good standing under the laws of the State. The Corporation has all requisite power, authority and legal right to execute and deliver the Loan Documents and all other instruments and documents to be executed and delivered by the Corporation pursuant thereto, to perform and observe the provisions thereof and to carry out the transactions contemplated by the Loan Documents. All corporate action on the part of the Corporation which is required for the execution, delivery, performance and observance by the Corporation of the Loan Documents has been duly authorized and effectively taken, and such execution, delivery, performance and observation by the Corporation do not contravene applicable law or any contractual restriction binding on or affecting the Corporation.

(c) The Corporation has duly approved the borrowing of funds from the Lender and has received the approval of the City therefor; no other authorization or approval or other action by, and no notice to or filing with any governmental authority or regulatory body is required as a condition to the performance by the Corporation of its obligations under any of the Loan Documents.

(d) This Agreement and the Series 2022 Note are legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms.

(e) There is no default of the Corporation in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred which does or could affect the validity and enforceability of the Loan Documents or the ability of the Corporation to perform its obligations thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(f) There is no pending or, to the knowledge of the undersigned officers of the Corporation, threatened action or proceeding before any court, governmental agency or department or arbitrator (i) to restrain or enjoin the execution or delivery of this Agreement and

the Series 2022 Note or the collection of any Pledged Revenues to pay the Series 2022 Note, (ii) in any way contesting or affecting the authority for the execution and delivery or the validity of the Loan Documents, or (iii) in any way contesting the levy of the Economic Development Sales and Use Tax or the existence of the Corporation or the title or powers of the officers of the Corporation.

(g) In connection with the authorization, execution and delivery of this Agreement and the Series 2022 Note, the Corporation has complied with all provisions of the laws of the State, including the Act.

(h) The execution and delivery of the documents contemplated hereunder do not violate any provision of any instrument or agreement to which the Corporation is a party or by which it is bound.

(i) The Corporation has, by proper corporate action, duly authorized the execution and delivery of this Agreement.

(j) The Corporation is not in default under or in violation of the Constitution or any of the laws of the State relevant to the issuance of the Series 2022 Note or the consummation of the transactions contemplated hereby or in connection with such issuance, and has duly authorized the issuance of the Series 2022 Note and the execution and delivery of this Agreement. The Corporation agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence, and to carry out the terms of this Agreement and the Indenture.

(k) The Corporation's books and records properly reflect the financial condition of the Corporation and, to the best of the Corporation's knowledge, there has been no material adverse change in the business, condition (financial or otherwise), operations, prospects or properties of the Corporation since the effective date of the Corporation's most recent financial statements.

### **Section 5.3 Tax Matters**

(a) The Corporation covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Note as an obligation described in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in "gross income" for federal income tax purposes. In furtherance thereof, the Corporation specifically covenants as follows:

(i) To refrain from taking any action which would result in the Series 2022 Note being treated as "private activity bonds" within the meaning of Section 141(a) of the Code;

(ii) To take any action to assure that no more than 10% of the proceeds of the Series 2022 Note or the projects financed therewith are used for any "private business use," as defined in Section 141(b)(6) of the Code or, if more than 10% of the proceeds or the projects financed therewith are so used, that amounts, whether or not received by the Corporation with respect to such private business use, do not under the



terms of this Agreement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Series 2022 Note, in contravention of Section 141(b)(2) of the Code;

(iii) To take any action to assure that in the event that the “private business use” described in paragraph (ii) hereof exceeds 5% of the proceeds of the Series 2022 Note or the projects financed therewith, then the amount in excess of 5% is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(iv) To take any action to assure that no amount which is greater than 5% of the proceeds of the Series 2022 Note is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(v) To refrain from taking any action which would result in the Series 2022 Note being “federally guaranteed” within the meaning of Section 149(b) of the Code;

(vi) Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Series 2022 Note, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Note;

(vii) To otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Series 2022 Note, as may be necessary, so that the Note does not otherwise contravene the requirements of Section 148 of the Code (relating to arbitrage) and, to the extent applicable, Section 149(d) of the Code (relating to advance refundings);

(viii) Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, to pay to the United States of America at least once during each five year period (beginning on the issue date of the Note an amount that is at least equal to 90% of the “Excess Earnings,” within the meaning of Section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code; and

(ix) To maintain such records as will enable the Corporation to fulfill its responsibilities under this subsection and Section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Series 2022 Note.

For the purposes of the foregoing, in the case of a refunding bond, the term proceeds includes transferred proceeds and, for purposes of paragraphs (ii) and (iii), proceeds of the refunded obligations.

The covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Note, the Corporation will not be required to comply with any covenant contained herein to the extent that such noncompliance, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion from gross income of interest on the Note under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Series 2022 Note, the Corporation agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion from gross income of interest on the Note under Section 103 of the Code.

(b) Proper officers of the Corporation charged with the responsibility of issuing the Series 2022 Note are hereby authorized and directed to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the Corporation, which may be permitted by the Code as are consistent with the purpose for the issuance of the Series 2022 Note.

(c) Notwithstanding any other provision in this Agreement, to the extent necessary to preserve the exclusion from gross income of interest on the Note under Section 103 of the Code, the covenants contained in this subsection shall survive the later of the defeasance or discharge of the Series 2022 Note.

(d) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The Corporation covenants that the Corporation will regulate the use of the property financed, directly or indirectly, with the proceeds of the Series 2022 Note and will not sell, lease (other than to the Corporation's contracted service provider), or otherwise dispose of such property unless (i) the Corporation takes the remedial measures as may be required by the Code and the regulations and rulings thereunder in order to preserve the exclusion from gross income of interest on the Note under Section 103 of the Code or (ii) the Corporation seeks the advice of nationally-recognized bond counsel with respect to such sale, lease, or other disposition.

(e) The Corporation hereby designates the Series 2021 Note as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code. With respect to such designation, the Corporation represents the following: (a) that during the calendar year 2022, the Corporation has not designated nor will designate obligations, which when aggregated with the Series 2022 Note will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued and (b) that the Corporation has examined its financing needs for the calendar year 2022 and reasonably anticipates that the amount of bonds, leases, loans or other obligations, together with the Series 2022 Note and any other tax-exempt obligations heretofore issued by the Corporation during the calendar year 2022, when the higher of the face amount or the issue price of each such tax-exempt obligation issued for the calendar year 2022 by the Corporation is taken into account, will not exceed \$10,000,000.

(f) The representations above shall be deemed to be made on and as of the date hereof and as of the date of the Series 2022 Note.

## ARTICLE VI

### REMEDIES SECTION

**Section 6.1 Remedies Available** So long as any Event of Default has occurred and is continuing, the Lender may take any action at law or in equity to collect all amounts then due under this Agreement and the enforcing of compliance with any other obligation of the Corporation under this Agreement.

(b) In addition to the remedies provided in subsection (a) of this Section, the Lender shall, to the extent permitted by law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Lender in the proceedings authorized under subsection (a) of this Section.

(c) Notwithstanding any other provision of this Agreement, the acceleration of the Series 2022 Note Payments is not available as a remedy under this Agreement.

**Section 6.2 Application of Money Collected** Any money collected as a result of the taking of remedial action pursuant to this Article VI, including money collected as a result of foreclosing the liens of this Agreement, shall be applied to cure the Event of Default with respect to which such remedial action was taken.

**Section 6.3 Restoration of Rights** If any action taken as a result of an Event of Default is discontinued or abandoned for any reason, or is determined adversely to the interests of the Lender, or if an Event of Default is cured, all parties shall be deemed to be restored to their respective positions and rights under the Loan Documents as if such Event of Default had not occurred.

**Section 6.4 Non-Exclusive Remedies** No remedy conferred upon or reserved to the Lender by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement or the other Loan Documents or now or hereafter existing at law or in equity.

**Section 6.5 Delays** No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

**Section 6.6 Limitation on Waivers** If an Event of Default is waived, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed a waiver of any other Event of Default; provided, that no waiver of an Event of Default shall be effective unless such waiver is made in writing.

## ARTICLE VII

### DISCHARGE BY PAYMENT

When the Series 2022 Note has been paid in full or when the Corporation has made payment to the Lender of the whole amount due or to become due under the Series 2022 Note

(including all interest that has accrued thereon or that may accrue to the date of maturity or prepayment, as applicable), and all other amounts payable by the Corporation under this Agreement have been paid, the liens of this Agreement shall be discharged and released, and the Lender, upon receipt of a written request by the Corporation and the payment by the Corporation of the reasonable expenses with respect thereto, shall discharge and release the lien of this Agreement and execute and deliver to the Corporation such releases or other instruments as shall be requisite to release the lien hereof.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.1 Term of Agreement** This Agreement shall become effective upon the Closing Date and shall continue in full force and effect until all obligations of the Corporation under this Agreement and the Series 2022 Note have been fully paid.

**Section 8.2 Notices** (a) All notices, certificates, or other communications required by or made pursuant to this Series 2022 Note Agreement shall be in writing and given by certified or registered United States Mail, return receipt requested, addressed as follows:

(i) if to the Lender:

Pinnacle Bank  
2961 SW Wilshire Blvd.  
Burleson, Texas 76028

(ii) if to the Corporation:

Joshua Type A Economic Development Corporation  
101 Main Street  
Joshua, Texas 76058  
Attention: Executive Director

(b) The Corporation and the Lender may designate any further or different addresses to which subsequent notices shall be sent; provided, that, any of such parties shall designate only one address for such party to receive such notices.

(c) Except as otherwise provided by this Agreement, any communication delivered by mail in compliance with this section is deemed to have been given as of the date of deposit in the mail.

(d) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

**Section 8.3 Binding Effect, Assignment** (a) This Agreement shall (i) be binding upon the Corporation, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Lender and its successors, transferees and assigns; provided that the Corporation may not assign all or any part of this Agreement without the prior written consent of

the Lender. The Lender may assign, transfer or grant participations in all or any portion of this Agreement, the Series 2022 Note, or any of its rights or security hereunder, including without limitation, the instruments securing the Corporation's obligations under this Agreement; provided that any such assignment, transfer or grant shall be made only to a financial institution whose primary business is the lending of money.

**Section 8.4 Expenses, Fees, Etc** The Corporation hereby agrees to pay on demand all reasonable costs and expenses of the Lender in connection with the preparation, negotiation, execution, and delivery of the Loan Documents and any and all amendments, modifications, renewals, extensions, and supplements thereof and thereto, including, without limitation, the fees and expenses of legal counsel for the Lender and other professionals.

**Section 8.5 Severability** If any part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement.

**Section 8.6 Counterparts** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

**Section 8.7 Applicable Law** This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State and, if applicable, federal law.

**Section 8.8 Jurisdiction** All actions or proceedings with respect to, and the performance of, the Series 2022 Note and this Agreement shall be, or shall be instituted in the courts of the State of Texas, in Johnson County, Texas, and by execution and delivery of this Agreement, the Corporation and the Lender irrevocably and unconditionally submit to the jurisdiction of such courts and unconditionally waive (i) any objection each may now or hereafter have to the laying of venue in any such courts, and (ii) any claim that any action or proceeding brought in any such courts has been brought in an inconvenient forum.

**Section 8.9 Notice of Final Agreement** **THIS WRITTEN AGREEMENT AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers as of the date first above written.

**PINNACLE BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JOSHUA TYPE A ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Shelly Anderson, President

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

**EXHIBIT A****THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER  
AND IS NOT A REGISTERED OBLIGATION**

\$1,393,461.00

November 30 2022

**JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION  
SERIES 2022 NOTE**

**JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION** (the “*Corporation*”) for value received, hereby promises to pay to the order of **PINNACLE BANK**, its successor or assigns, at its offices located at 2961 SW Wilshire Blvd., Burleson, Texas 76028 the principal sum of ONE MILLION THREE HUNDRED NINETY THREE THOUSAND FOUR HUNDRED SIXTY ONE AND 00/100 DOLLARS (\$1,393,461.00).

All capitalized terms which are used but not defined in this Series 2022 Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Corporation and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the “*Loan Agreement*”).

Subject to Section 2.3(d) of the Loan Agreement, the Corporation agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon annually beginning on November 30, 2023, and continuing on each November 30<sup>th</sup> thereafter until maturity in such amounts as reflected on Schedule I attached hereto.

Interest shall accrue at a per annum rate of 4.99.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually in the manner set forth on Schedule I.

Principal of and interest on this Series 2022 Note shall be payable from and secured by a pledge of the Corporation’s Economic Development Sales and Use Tax.

This Series 2022 Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.



The principal of and interest on this Series 2022 Note are payable from the Economic Development Sales And Use Tax imposed by Chapter 504 of the Local Government Code (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended), as described in and subject to the limitations contained in the Loan Agreement.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS SERIES 2022 NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE STATE OF TEXAS, THE CITY OF JOSHUA, TEXAS (THE “CITY”), NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2022 NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS SERIES 2022 NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2022 NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE ECONOMIC DEVELOPMENT SALES AND USE TAX DESCRIBED ABOVE TO MAKE THE SERIES 2022 NOTE PAYMENTS.

The Corporation may, in its discretion, prepay all or any portion of the outstanding principal amount of this Series 2022 Note pursuant to Section 2.6 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Series 2022 Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Series 2022 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

**IN WITNESS WHEREOF**, this Series 2022 Note has been duly executed effective as of the date first written above.

**JOSHUA TYPE A ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Shelly Anderson, President

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

**Schedule I**  
**Payment Schedule**

Disbursement Date: November 30, 2022  
Interest Rate: 4.990

Repayment Schedule: Balloon  
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	11-30-2023	112,412.60	70,499.45	41,913.15	1,351,547.85
2	11-30-2024	112,412.60	68,566.27	43,846.33	1,307,701.52
3	11-30-2025	112,412.60	66,160.61	46,251.99	1,261,449.53
4	11-30-2026	112,412.60	63,820.58	48,592.02	1,212,857.51
5	11-30-2027	1,274,219.67	61,362.16	1,212,857.51	0.00
<b>TOTALS:</b>		<b>1,723,870.07</b>	<b>330,409.07</b>	<b>1,393,461.00</b>	

**THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER  
AND IS NOT A REGISTERED OBLIGATION**

\$1,393,461.00

November 30, 2022

**JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION  
SERIES 2022 NOTE**

**JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION** (the “*Corporation*”) for value received, hereby promises to pay to the order of **PINNACLE BANK**, its successor or assigns, at its offices located at 2961 SW Wilshire Blvd., Burleson, Texas 76028 the principal sum of ONE MILLION THREE HUNDRED NINETY THREE THOUSAND FOUR HUNDRED SIXTY ONE AND 00/100 DOLLARS (\$1,393,461.00).

All capitalized terms which are used but not defined in this Series 2022 Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Corporation and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the “*Loan Agreement*”).

Subject to Section 2.3(d) of the Loan Agreement, the Corporation agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon annually beginning on November 30, 2023, and continuing on each November 30<sup>th</sup> thereafter until maturity in such amounts as reflected on Schedule I attached hereto.

Interest shall accrue at a per annum rate of 4.99.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually in the manner set forth on Schedule I.

Principal of and interest on this Series 2022 Note shall be payable from and secured by a pledge of the Corporation’s Economic Development Sales and Use Tax.

This Series 2022 Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.

The principal of and interest on this Series 2022 Note are payable from the Economic Development Sales And Use Tax imposed by Chapter 504 of the Local Government Code (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised

Civil Statutes Annotated, as amended), as described in and subject to the limitations contained in the Loan Agreement.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS SERIES 2022 NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE STATE OF TEXAS, THE CITY OF JOSHUA, TEXAS (THE “CITY”), NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2022 NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS SERIES 2022 NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2022 NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE ECONOMIC DEVELOPMENT SALES AND USE TAX DESCRIBED ABOVE TO MAKE THE SERIES 2022 NOTE PAYMENTS.

The Corporation may, in its discretion, prepay all or any portion of the outstanding principal amount of this Series 2022 Note pursuant to Section 2.6 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Series 2022 Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to

close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Series 2022 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

**IN WITNESS WHEREOF**, this Series 2022 Note has been duly executed effective as of the date first written above.

**JOSHUA TYPE A ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Shelly Anderson, President

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary



**Schedule I**

**Payment Schedule**

Disbursement Date: November 30, 2022  
Interest Rate: 4.990

Repayment Schedule: Balloon  
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	11-30-2023	112,412.60	70,499.45	41,913.15	1,351,547.85
2	11-30-2024	112,412.60	68,566.27	43,846.33	1,307,701.52
3	11-30-2025	112,412.60	66,160.61	46,251.99	1,261,449.53
4	11-30-2026	112,412.60	63,820.58	48,592.02	1,212,857.51
5	11-30-2027	1,274,219.67	61,362.16	1,212,857.51	0.00
<b>TOTALS:</b>		<b>1,723,870.07</b>	<b>330,409.07</b>	<b>1,393,461.00</b>	

## SALES TAX REMITTANCE AGREEMENT SERIES 2022 NOTE

This **SALES TAX REMITTANCE AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this “Agreement”) is made to be effective as of October 5, 2022, by and between the **CITY OF JOSHUA, TEXAS**, a duly incorporated and existing home rule city operating and existing under the laws of the State of Texas (the “City”) and the **JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION**, a nonprofit development corporation organized and existing under the laws of the State of Texas, including Chapters 501, 502 and 504, Local Government Code, as amended (formally Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Corporation”).

### R E C I T A L S

**WHEREAS**, the Corporation on behalf of the City is to finance the purchase of real property in the City (the “Project”); and

**WHEREAS**, such financing contemplates the issuance of the Corporation’s promissory note in a principal amount of \$1,393,461.00 (the “Series 2022 Note”), and the proceeds are to be used by the Corporation to finance the costs of the Project and pay the costs of issuance of the Series 2022 Note.

### A G R E E M E N T

1. **Financing**: For and in consideration of the City’s covenants and agreements herein contained and subject to the terms contained herein, the Corporation hereby agrees to enter into a Loan Agreement dated of even date herewith (as same may be amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”), with Government Capital Corporation (the “Lender”), and to execute the Series 2022 Note, and the Corporation hereby agrees and covenants that all proceeds of the loan evidenced by the Note shall be used solely to pay the costs of financing the costs of the Project and to pay all costs related thereto.

2. **Receipt and Transfer of Proceeds of Sales Tax**. The City agrees, in cooperation with the Corporation, to take such actions as are required to cause the “Sales Tax” received from the Comptroller of Public Accounts of the State of Texas for and on behalf of the Corporation to be deposited immediately upon receipt by the City to the credit of the Corporation.

3. **Modifications**. This Agreement shall not be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge this Agreement in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought and approved in writing by the Lender.

4. **Entire Agreement**. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

5. **Counterparts.** This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

6. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

7. **Applicable Law.** This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Texas.

8. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first above written.

**JOSHUA TYPE A ECONOMIC  
DEVELOPMENT CORPORATION**

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Shelly Anderson, President

ATTEST:

---

\_\_\_\_\_, Secretary

**CITY OF JOSHUA, TEXAS**

---

Scott Kimble, Mayor

**ATTEST:**

---

Alice Holloway, City Secretary

**GENERAL CERTIFICATE OF CORPORATION**  
**SERIES 2022 NOTE**

We, the undersigned duly authorized officers of the Board of Directors of the JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION (the “Corporation”) acting in our official capacities as such, hereby certify with respect to the Loan Agreement dated as of November 30, 2022, (as amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”) by and between Corporation and Government Capital Corporation authorizing the Corporation’s Series 2022 Note (as defined in the Loan Agreement), as follows:

1. That the Corporation is a nonprofit economic development corporation, validly created by the City of Joshua, Texas (the “City”) under Chapters 501, 502 and 504, Local Government Code, as amended (formally Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Act”) and existing under the Act, and the laws and the Constitution of the State of Texas and is a governmental agency thereof. All capitalized terms used herein shall have the meanings set forth for such terms in the Loan Agreement unless the context clearly indicates otherwise.

2. That as of the date of approval of the Loan Agreement by the Corporation, the following named persons constitute the members of the Board of Directors of Corporation:

<b><u>NAME</u></b>	<b><u>TITLE</u></b>
Shelly Anderson	President
David Morgan	Member
Joe Hollarn	Member
Linda Childers	Member
Esley Henerson	Member
Josh Burns	Member
Aleshia Heyes	Member

3. The proceeds of the Series 2022 Note will be used to finance the purchase of real property in the City which the Board has determined is suitable for recreational or community facilities, as permitted under the Act (the “Project”).

4. The Board of Directors of the Corporation duly adopted by a majority vote a resolution (the “Resolution”) authorizing and approving the entering into the Loan Agreement, at a duly called public meeting, at which a quorum was present and acting throughout; the Resolution is in full force and effect and has not been altered, amended or repealed as of the date hereof; that said meeting was duly called and open to the public in accordance with the laws of the State of Texas. The Resolution was considered and approved by the City Council of the City by resolution on \_\_\_\_\_, 2022.

4. The following described instruments (collectively, the “Instruments”), as executed and delivered or authorized by the Corporation, are in substantially the same form and

text as copies of such Instruments which were before and were approved or ratified by the Board of Directors of the Corporation, and which the officers of the Corporation were authorized to execute and deliver for and on behalf of the Corporation:

- (a) the Loan Agreement;
- (b) the Series 2022 Note in the principal amount of \$1,393,461; and
- (c) the Sales Tax Remittance Agreement.

5. To the best knowledge of the undersigned, on the date hereof, the Corporation is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of the Instruments.

6. The representations and warranties of the Corporation contained in the Instruments are correct on and as of the date hereof as though made on and as of such date.

7. No litigation is pending or, to the best of Corporation's knowledge, threatened in any court to restrain or enjoin the execution and delivery of the Loan Agreement or the Note, or the levy and collection of the Economic Development Sales and Use Tax or the pledge thereof, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Instruments, or contesting the powers of the Board of Directors of the Corporation.

**IN WITNESS WHEREOF**, we have duly executed this certificate on the date first written above.

**JOSHUA TYPE A ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Shelly Anderson, President

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary



## **CERTIFICATE FOR RESOLUTION**

On \_\_\_\_\_, 2022, we, the undersigned officers of Joshua Type A Economic Development Corporation (the "Corporation"), hereby certify as follows:

1. The Board of Directors of the Corporation convened in Regular Meeting on \_\_\_\_\_, 2022 at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Directors, to wit:

Shelly Anderson	President
David Morgan	Member
Joe Hollarn	Member
Linda Childers	Member
Esley Henerson	Member
Josh Burns	Member
Aleshia Heyes	Member

and all of said persons were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION OF THE BOARD OF DIRECTORS OF JOSHUA TYPE A  
ECONOMIC DEVELOPMENT CORPORATION REGARDING A LOAN  
IN THE PRINCIPAL AMOUNT OF \$1,393,461.**

was duly introduced for the consideration of said Board of Directors and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Board of Directors shown present above voted "Aye" except as shown below.

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board of Directors' minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board of Directors' minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board of Directors as indicated therein; that each of the officers and members of said Board of Directors was duly and sufficiently notified officially and

personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the President of the Board of Directors of the Corporation has approved and hereby approves the aforesaid Resolution; that the President and the Secretary of said Corporation have duly signed said Resolution; and that the President and the Corporation Secretary of said Corporation hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

Signed on the date first written above.

---

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Secretary, Board of Directors

---

Shelley Anderson  
President, Board of Directors

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOSHUA  
TYPE A ECONOMIC DEVELOPMENT CORPORATION REGARDING  
A LOAN IN THE PRINCIPAL AMOUNT OF \$1,393,461.**

**WHEREAS**, The JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION (“Borrower”) proposes to enter into a Loan Agreement dated as of \_\_\_\_\_, 2022 (as amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”), with Pinnacle Bank, as lender (“Lender”) to enable the Corporation to (1) the purchase of certain real property (the “Project”) in the City of Joshua, Texas (the “City”) which is suitable for recreational or community facilities, and (2) pay costs of issuing the loan, and as security for the payment of the principal of and interest thereon, the Borrower has agreed to pledge its Economic Development Sales and Use Tax. All capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to such term in the Loan Agreement.

**WHEREAS**, the proposed form of the Loan Agreement, the Series 2022 Note (as defined in the Loan Agreement) and the Sales Tax Remittance Agreement (as defined in the Loan Agreement) have been presented to this meeting.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:**

**Section 1.** The Board of Directors agrees to enter into the Loan Agreement, Series 2022 Note and the Sales Tax Remittance Agreement to finance the cost of the Property in the amount of \$1,393,461.00 at an interest rate agreed upon by the Lender and the Borrower on the date of execution of the execution of the Series 2022 Note, the Loan Agreement and the Sales Tax Remittance Agreement and, in order to secure the principal and interest on the Series 2022 Note, to pledge its Economic Development Sales and Use Tax.

**Section 2.** That any one or more of the Authorized Officers of the Borrower listed in Section 3 below be, and each of them hereby is, authorized to execute, acknowledge and deliver in the name and on behalf of Borrower to the Lender the Loan Agreement, including all attachments and exhibits thereto, the Series 2022 Note and the Sales Tax Remittance Agreement. The Loan Agreement, Series 2022 Note and Sales Tax Remittance Agreement shall be in substantially the form presented to this meeting with such changes as the signing officer shall determine to be advisable. Further, said Authorized Officers are authorized to execute, acknowledge and deliver in the name and on behalf of the Borrower any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into such Loan Agreement, Series 2022 Note and Sales Tax Remittance Agreement; the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

**Section 3.** That for the purpose of this resolution, the following persons, or the persons holding the following positions, are “Authorized Officers” duly authorized to enter into the transaction contemplated by this resolution in the name and on behalf of Borrower:

**Name**  
Shelly Anderson  
\_\_\_\_\_

**Title**  
President  
\_\_\_\_\_

**Section 4.** That there is hereby authorized the execution and delivery by the Authorized Officers or any one of them in the name of and on behalf of Borrower the Loan Agreement, including all attachments and exhibits thereto, the Series 2022 Note and the Sales Tax Remittance Agreement in substantially the form presented to this meeting with such changes as the signing officer shall determine advisable, and the execution thereof shall be conclusive as to such determination.

**Section 5.** That this Resolution shall take effect immediately.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**JOSHUA ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Shelly Anderson, President

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

**GENERAL CERTIFICATE OF CITY**  
**SERIES 2022 NOTE**

We, the undersigned duly authorized officers of the CITY OF JOSHUA, TEXAS ("City") acting in our official capacities as such, hereby certify with respect to the Loan Agreement dated as of November 30, 2022, (as same may be amended, restated, supplemented and/or otherwise modified, the "Loan Agreement") by and between the JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION ("Corporation") and GOVERNMENT CAPITAL CORPORATION ("Lender") authorizing a loan in the principal amount of \$1,393,461.00, as follows:

1. All capitalized terms used herein shall have the meaning set forth for such term in the Loan Agreement unless the context clearly indicates otherwise.
2. The City is a duly incorporated home rule city, operating and existing under the Constitution and the laws of the State of Texas.
3. The City has duly authorized the creation of the Corporation under the Act.
4. Attached hereto as Exhibit "A" are true, correct, and full copies of the proceedings pertaining to the levy of the Economic Development Sales and Use Tax and the election at which the Economic Development Sales and Use Tax was approved by the voters of the City.
5. No Litigation is pending or, to the best of their knowledge, threatened against the City with respect to the issuance by the Corporation of the Note, the Loan Agreement or the Sales Tax Remittance Agreement, the creation of the Corporation or the title or authority of the governing body or director of the Corporation.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, we have duly executed this certificate on the date first written above.

**CITY OF JOSHUA, TEXAS**

By: \_\_\_\_\_  
Scott Kimble, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Alice Holloway, City Secretary

## EXHIBIT A



**CERTIFICATE OF CITY SECRETARY**

THE STATE OF TEXAS                   §  
COUNTY OF JOHNSON               §  
CITY OF JOSHUA                   §

I, the undersigned, City Secretary of the City of Joshua, Texas DO HEREBY CERTIFY as follows:

1. On November \_\_, 2022, a regular meeting of the City Council of the City of Joshua, Texas, was held at a meeting place within the City; the duly constituted members of the Council being as follows:

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

and all of said persons were present at said meeting, except the following: \_\_\_\_\_.  
Among other business considered at said meeting, the attached resolution entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS (“CITY”), APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION (“CORPORATION”) REGARDING A LOAN IN THE AMOUNT OF \$1,393,461.00; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.**

was introduced and submitted to the City Council for passage and adoption. After presentation and due consideration of the resolution, and upon a motion made and seconded, the resolution was duly passed and adopted by the Council to be effective immediately by the following vote:

AYES: All members of the City Council shown present above voted “Aye”, except as noted below,

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

all as shown in the official Minutes of the City Council for the meeting held on the aforesaid date.

2. The attached resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of said meeting was given to each member of the Council; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above-entitled resolution, was posted and given in advance thereof in compliance with the provisions of V.T.C.A., Chapter 551, Government Code, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially on the date first written above.

---

Alice Holloway, City Secretary

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS (“CITY”), APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION (“CORPORATION”) REGARDING A LOAN IN THE AMOUNT OF \$1,393,461.00; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.**

**WHEREAS**, The Joshua Type A Economic Development Corporation (the “Corporation”) has been duly created and organized pursuant to the provisions of Chapter 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Act”) by the City of Joshua, Texas (the “City”); and

**WHEREAS**, pursuant to the Act, the Corporation is empowered to borrow money for the purpose of financing the cost of any “project” defined as such by the Act; and

**WHEREAS**, the Board of Directors of the Corporation has found and determined that (a) financing the costs of the purchase of real property in the City (the “Project”) which the Corporation has determined is suitable for recreational or community facilities is authorized under the Act and loan proceeds may be used for such financing pursuant to that certain Loan Agreement, dated as of November 30, 2022, (as amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”) in the original principal amount of \$1,393,461.00 (the “Loan”) between the Corporation and Government Capital Corporation (the “Lender”); and

**WHEREAS**, the Corporation proposes to enter into a Sales Tax Remittance Agreement, dated as of November 30, 2022, (as amended, restated, supplemented and/or otherwise modified, the “Sales Tax Remittance Agreement”) with the City; pursuant to, which among other things, the Corporation will pledge its sales tax revenues to the Lender to secure repayment of the Loan;

**WHEREAS**, the Act requires the City Council of the City approve the resolution of the Corporation providing for the execution and delivery of the Loan Agreement.

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

**Section 1.** The Resolution approving the Loan Agreement and authorizing the issuance of the Series 2022 Note (as defined in the Loan Agreement) authorized by the Corporation (the “Corporation Resolution”) on November \_\_, 2022, and submitted to the City Council this day, is hereby approved in all respects. The Series 2022 Note is being issued to finance the cost of the Project and to pay the Costs of Issuance (as defined in the Loan Agreement).

**Section 2.** The approvals herein given are in accordance with the Act, and the Series 2022 Note shall never be construed an indebtedness or pledge of the City, or the State of Texas (the “State”), within the meaning of any constitutional or statutory provision, and the owner of the Note shall never be paid in whole or in part out of any funds raised or to be raised by taxation (other than sales tax proceeds as authorized pursuant to Chapter 504 of the Act) or any other revenues of the Corporation, the City, or the State, except those revenues assigned and pledged by the Loan Agreement and the Sales Tax Remittance Agreement.

**Section 3.** The City hereby agrees to promptly collect and remit to the Corporation the Economic Development Sales and Use Tax (defined in the Loan Agreement) to provide for the prompt payment of the Series 2022 Note, and to assist and cooperate with the Corporation in the enforcement and collection of sales and use taxes imposed on behalf of the Corporation.

**Section 4.** The Sales Tax Remittance Agreement attached hereto as Exhibit A is incorporated by reference as a part of this Resolution for all purposes, with respect to the obligations of the City and Corporation during the time the Series 2022 Note is outstanding, is hereby reapproved as to form and substance. Furthermore, the Mayor and the City Secretary and the other officers of the City are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

**Section 5.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by V.T.C.A. Government Code, Chapter 551, as amended.

**Section 7.** This Resolution shall be in force and effect from and after its passage on the date shown below.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

**PASSED AND ADOPTED**, this \_\_\_\_ day of November, 2022.

**CITY OF JOSHUA, TEXAS**

By: \_\_\_\_\_  
Scott Kimble, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Alice Holloway, City Secretary

**EXHIBIT A**  
**Sales Tax Remittance Agreement**

## NO ARBITRAGE AND TAX CERTIFICATE

This Certificate is given for the benefit of all persons interested in the Joshua Economic Development Corporation Series 2022 Note (the “Issue” or the “Note”). There are sections herein dealing with:

1. The Issue
2. Proceeds of the Issue and How They Are Used
3. Issue Not “Private Activity Bonds”
4. General Restrictions on Tax-exempt Bonds
5. Issue Not Arbitrage Bonds
6. Rebate
7. Miscellaneous

The Issue is being issued by Joshua Type A Economic Development Corporation, the “Issuer.” The Issuer is a Texas Economic Development Corporation, corporation created under Chapter 504 of the *Texas Local Government Code* (formerly Article 5190.6, Section 4A, Texas Rev. Civ. Stat.).

The Issuer is a duly constituted authority acting on behalf of the City of Joshua, Texas, for purposes of federal tax law related to the issuance of tax exempt bonds pursuant to Revenue Ruling 57-187. Reference is made to the following chart which shows the requirements of Revenue Ruling 57-187, and those provisions of the *Texas Local Government Code* regarding the Issuer which meet such requirements:

57-187 requires:

Governmental body approving incorporation	504.003
Specific law, not just nonprofit act	Chpt. 504
Board elected by governmental body	504.051(b)
General “project” powers	504.151
City not liable on debt	501.207
Both the board and its bonds are exempt from state tax	501.075
Nonprofit	501.053(a)
No earnings inure to any private person	501.053
Property to city on dissolution	504.354

The Issuer hereby certifies that the following are its reasonable expectations as of the Issue date of the Issue regarding the amount and use of the gross proceeds of the issue. The section on “Rebate” is not based on reasonable expectations but on the actual facts that occur with regard to the Issue, and is included solely to help the Issuer determine its rebate liability, if any.

1. What is the Issue?

(a) The Issue is not to be aggregated with any other issue. There is no other issue of obligations being sold at substantially the same time, pursuant to the same plan of financing, and reasonably expected to be payable from substantially the same source of funds. [Reg. 1.150-1(c)]

(b) No other issue of obligations will be, or has been, sold by the Issuer within fifteen (15) days of the date of sale of the Issue. [Reg. 1.150-1(c)(i)]

2. Proceeds of the Issue and How They Are Used.

(a) The following are the proceeds of the issue:<sup>1</sup>

(1)	Sale Proceeds [Reg. 1.148-1(b)]	\$1,393,461.00
(2)	Investment Proceeds [Reg. 1.148-1(b)]	\$0
(3)	Transferred Proceeds [Reg. 1.148-1(b)]	\$0
(4)	Replacement Proceeds [Reg. 1.148-1(c)]	\$0

“Replacement proceeds” are included in determining “gross proceeds.”

(b) The proceeds are to be used as follows:

(1) \$0.00 is to be used to pay costs of issuance.

(2) \$0 of the proceeds are to be deposited into a bona fide debt service fund. Payments of the Issue shall be used to achieve a proper matching of such payment with principal and interest payments due on the Issue during each year, to be depleted at least once each bond year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on such fund for the immediately preceding bond year or (ii) 1/12th of the principal and interest payments on the issue for the immediately preceding bond year. [Reg. 1.148-1(b)]

(3) \$0 is to be placed in a reserve fund, reasonably expected to be used directly or indirectly to pay principal or interest on the issue. [Reg. 1.148-1(c)(2)] [There is no reserve fund.]

(4) \$1,393,461.00 is to be used to purchase certain real property (the “Project”) in the City of Joshua, Texas (the “City”).

<sup>1</sup>As further defined in Section 5(d) hereof.



The amounts received from the sale of the Issue or from the investment thereof do not exceed the anticipated costs of acquiring the Project, and the costs of issuing the Issue.

3. Issue Not a Private Activity Bond. The project financed with the proceeds of the note will be owned and operated by the Issuer. The sole users of the proceeds of the Issue will be the Issuer, the City and members of the public. There is no management contract for the Project and the City will manage the Project. No person has any obligation whatsoever in regard to repayment of the Issue other than the Issuer. In particular:

(a) Not more than ten percent (10%) of the proceeds of the Issue are to be used for any private business use, being a trade or business carried on by any person other than a governmental unit. [Section 141(b)(1) and 141(b)(6)] For purpose of this section, any activity carried on by any person other than a natural person shall be treated as a trade or business. [Section 141(b)(6)(B)]

(b) The project is not being leased to anyone, or being occupied by anyone other than the Issuer.

(c) The payment of the principal of, or the interest on, more than ten percent (10%) of the proceeds of the Issue is not directly or indirectly secured by any interest in property used or to be used for any private business use, payments in respect of such property, or to be derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use. The payment of principal and interest shall be paid solely from the sales tax revenues of the Issuer. [Section 141(b)(2)]

(e) Not more than five percent (5%) of the proceeds of the Issue are to be used for any unrelated private business use, or any disproportionate business use. [Section 141(b)(3)]

(f) Not more than the lesser of (i) five percent (5%) of the proceeds of the Issue, or (ii) \$5,000,000 are being used to make loans to persons other than governmental units. [Section 141(c)]

(g) There is no private business that has a special legal entitlement to beneficial use of the Project (Reg. 1.141-3(b)(7)(i)).

(h) There is no special economic benefit derived by any private business from use of the Project (Reg. 1.141-3(b)(7)(ii)).

(Examples of special economic benefit include (i) a functional relationship or physical proximity of the Project to other private business use property; (ii) a small number of private businesses receiving the special economic benefit; and (iii) the cost of the Project being depreciable by a private business.)

(i) For the project, the amount of non-permitted private business use is anticipated to be 0%.

4. General Requirements Applicable to All Tax Exempt Obligations.

(a) The Issue is not required to be in registered form, being a Note which may only be sold to financial institutions and not sold or offered for sale to members of the general public. [Section 149(a)]

(b) The Issue is not federally guaranteed. In particular, (i) payment of the principal or interest with respect to such Issue is not guaranteed, either directly or indirectly, in whole or in part by the United States or any agency or instrumentality thereof; (ii) five percent (5%) or more of the proceeds of the Issue are not to be used in making loans the payment of principal or interest with respect to which are to be guaranteed in whole or in part by the United States or any agency or instrumentality thereof; and (iii) five percent (5%) or more of the proceeds of the Issue are not to be invested, directly or indirectly, in federally insured accounts. [Section 149(b)]

(c) The Issuer agrees to file the information reporting requirements (Form 8038-G) required by Section 149(e) no later than the 15th day of the second calendar month after the close of the calendar quarter in which the Issue are issued.

(d) The Issue is not “pooled financing bonds.” Not more than \$5,000,000 of the proceeds of the Issue are reasonably expected at the time of issuance to be used (or are intentionally used) directly or indirectly to make or finance loans to two or more ultimate borrowers. [Section 149(f)]

(e) The Issue is not a hedge bond. The Issuer reasonably expects that eighty-five percent (85%) of the spendable proceeds of the Issue will be used to carry out the governmental purposes of the Issue within the three (3) year period beginning on the date the Issue is issued, and not more than fifty percent (50%) of the proceeds of the issue are invested in non-purpose investments having a substantially guaranteed yield for four (4) years or more. [Section 149(g)]

## 5. Issue Not Arbitrage Bonds.

### (a) Issue Price.

The “Issue price” of the Issue, being the price paid for the Issue in a privately placed sale is set forth on the Issue Price Certificate of Purchaser attached hereto as Exhibit A.

(b) Yield. The “yield” on the Issue, being the discount rate that, when used in computing the present value as of the issue date of all unconditionally payable payments of principal, interest and fees for qualified guarantees on the Issue, and amounts reasonably expected to be paid as fees for qualified guarantees on the Issue, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of the Bonds, of the issue as of the issue date is 4.900 per annum. [Reg. 1.148-4(a) and (b)]

(c) What Is “Materially Higher” Yield? The amount by which yield on the acquired obligations (i.e., those in which the gross proceeds of the Issue are invested) may exceed the yield on the Issue is 1/8th of one percent (1%). [Reg. 1.148-2(d)(2)(i)]. For replacement proceeds, “Materially higher” means 1/1000 of one percent (1%). [Reg. 1.148-2(d)(2)(ii)]

(d) What Are the “Gross Proceeds” Subject to Arbitrage Restriction? [Reg. 1.148-2(a)]

(1) Sale Proceeds of the Issue, being all amounts actually or constructively received from the sale of the Issue, including amounts used to pay costs of issuance and accrued interest are \$1,393,461.00. [Reg. 1.148-1(b)]

(2) Transferred Proceeds. This is not a refunding so there are no transferred proceeds. [Reg. 1.148-9]

(3) Investment Proceeds, being all amounts actually or constructively received from investing proceeds of an Issue, are estimated to be \$0 as the sale proceeds will be expended immediately for the purchase of the Project. [Reg. 1.148-1(b)]

(4) Replacement Proceeds, being amounts that have a sufficient direct nexus to the issue or the governmental purpose of the Issue to conclude that such amounts would have been used for the governmental purpose of the Issue if the Issue were not used or to be used for such purpose, are \$0. [Reg. 1.148-1(c)] Such amounts include all sinking funds, pledge funds or other such funds held by or derived from a “substantial beneficiary of the issue,” to the extent reasonably expected to be used, [Id.] for example:

(i) debt service funds (payments are only made on the Note when due)

(ii) redemption funds (none)

(iii) reserve funds (none)

(iv) funds which are pledged directly or indirectly to pay principal or interest on the issue. (none)

Mere availability or preliminary earmarking of amounts to fund the Project do not, in themselves, establish sufficient nexus to cause those amounts to be replacement proceeds.

There are no negative pledges related to the Issue. No amounts are pledged to pay principal or interest on the Issue and held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of the holders of the Issue. [Reg. 1.148-1(c)(3)(ii)]

The Issue is not outstanding too long, thereby giving rise to “other replacement proceeds” under Reg. 1.148-1(c)(4). The weighted average maturity of the Issue does not exceed 120% of the average reasonably expected economic life of the Project.

(e) The Issuer hereby represents that none of the gross proceeds of the Issue are reasonably expected to be invested in materially higher yield “investment type property” other than as part of a reasonably required reserve or replacement fund or for a “Temporary Period” as defined below.

(1) Reserve Fund. [See Reg. 1.148-2(f)] There is no reserve fund for the Issue.

(2) Bona Fide Debt Service Fund. Payments on the Note will only be made when due.

(3) Proceeds of the Note will be used at closing to finance the purchase of the project.

(f) No Overissuance or Other Abusive Device. The Issuer certifies it has taken no action to enable it to exploit the difference between taxable and tax-exempt interest rates to obtain a material financial advantage, or to overburden the tax-exempt bond market. [Reg. 1.148-10(a)(2)] In particular, the Issuer has not issued a larger Issue, issued the Issue earlier, or allowed the Issue to stay outstanding longer than is otherwise reasonably necessary to accomplish the governmental purposes of the Issue, based on all the facts and circumstances. [Reg. 1.148-10(a)(4)] The proceeds of the Bonds are not reasonably expected to exceed by more than a “minor portion” (the lesser of 5% of the sale proceeds or \$100,000) the amount necessary to accomplish the governmental purposes of the Issue. [Id.; Reg. 1.148-2(g)]

6. Rebate. To the extent required by applicable law, the Issuer agrees to rebate to the United States of America the excess of amounts earned on all non-purpose investments over the amounts that would have been earned if those investments had a yield equal to the yield on the Issue, plus any income attributable to such excess. [Section 148(f), Reg. 1.148-3(a) and (b)]

7. Miscellaneous.

(a) The Issuer is executing and delivering this Certificate pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986 as amended to the date hereof, and Treasury Regulations Sections 1.103-13, 1.103-14, 1.103-15, 1.148-0 through 1.148-11, 1.149(d)-1, and 1.150-1 (the “Regs”). The Issuer hereby elects to apply the Regs to the Issue.

(b) This Certificate is based on the facts and estimates described herein in existence on this date, which is the date of delivery of the Issue against the payment by the initial purchasers thereof. On the basis of such facts and estimates, I expect that the future events described herein will occur. To the best of my knowledge and belief, the expectations set forth herein are reasonable.

(c) No receipts from the sale of the Issue or amounts received from the investment thereof will be used to pay the principal of or interest on any presently outstanding obligations of the Issuer other than the Issue.

(d) Approximately \$0 of the proceeds of the Note will be used to reimburse the Issuer for Project expenditures made by it from its own funds prior to the date hereof. With respect to such reimbursement, if any, the Issue adopted an official intent for the original expenditures (except possibly for “preliminary expenditures” as defined in section 1.150-2(f)(2) of the Regulations) not later than 60 days after payment of the original expenditures, and a copy of the Issuers official intent is attached to this No Arbitrage and Tax Certificate. Except for expenditures meeting the preliminary expenditures exception set forth in section 1.150-2(f)(2) of the Regulations, the Note is being issued and the reimbursement allocation is hereby being made not later than 18 months after the later of (i) the date the original expenditures were paid, or (ii) the date the Project is placed in service or abandoned. The original expenditures were capital expenditures, and in connection with this allocation, the Issuer has not employed any abusive arbitrage device under section 1.148-10 of the Regulations to avoid the arbitrage restrictions or to avoid restrictions under section 142 through 147 of the Code.

(e) The Issuer hereby designates the Issue as a bank qualified tax exempt obligation under Section 265 of the Code. The anticipated amount of tax exempt obligations to be issued during calendar year 2022 by the Issuer and the City of Joshua, Texas and its subordinate entities shall not exceed \$10,000,000.

JOSHUA TYPE A ECONOMIC DEVELOPMENT  
CORPORATION  
(THE “ISSUER”)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DATE: \_\_\_\_\_, 2022

**EXHIBIT A  
ISSUE PRICE CERTIFICATE**

**\$1,393,461.00  
JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION  
SERIES 2022 NOTE**

**CERTIFICATE OF PINNACLE BANK**

The undersigned, on behalf of Pinnacle Bank (the “Purchaser”), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the “Note”).

1. ***Purchase of the Note.*** On the date of this certificate, the Purchaser is purchasing the Note for the amount of \$1,393,461.00. The Purchaser is not acting as an Underwriter with respect to the Note. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Note (or any portion of the Note or any interest in the Note). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Note and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Note to persons other than the Purchaser or a related party to the Purchaser.

2. ***Defined Terms.***

(a) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Note to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Note to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Note to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the No Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Note, and by Naman Howell Smith & Lee, bond counsel, in connection with rendering its opinion that the interest on the Note is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Note.

PINNACLE BANK, as Purchaser

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022





## **Type A Board Agenda**

**11-14-2022**

**(Action Item/Discussion Item)**

### **Agenda Description:**

Discuss, consider, and possible action regarding the request of qualifications bid and contract award for the Container Park Project.

### **Background Information:**

RFQ bid award and contract approval to Falcon Construction and Swartz & Hansen Architects for the Container Park project.

### **Financial Information:**

Will be presented at the board meeting.

### **City Contact and Recommendations:**

Molly Martin – Director of Economic Development

### **Attachments:**

**Pending**



municipal websites

OPEN

## Website Design & Hosting Solution

Proposal Valid Through December 31, 2022



# CivicPlus Company Overview

## CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and citizen relationship management, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

### EXPERIENCE

**20+** Years  
**12,000+** Customers  
**900+** Employees

### RECOGNITION

**Inc. 5000** 11-time Honoree  
**GovTech** 2022 Top 100 Company  
**Stevie® Awards** Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

### Primary Office

302 S. 4th Street Suite 500  
 Manhattan, KS 66502  
 Toll Free: 888.228.2233 | Fax: 785.587.8951  
[civicplus.com](http://civicplus.com)



[civicplus.com](http://civicplus.com)

# Powering & Empowering Local Governments

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Local government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

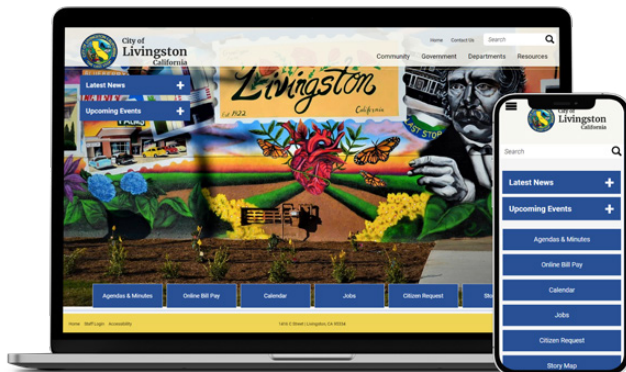
What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering local governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among customers.



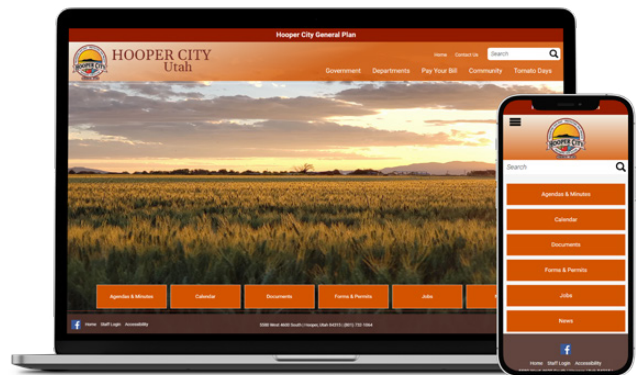
# Premium Designs

The included design portfolio will provide you with an idea of the different directions we can take your creative design. Your art director will work with you to understand your municipality's needs and style.

Our Premium Designs are ideal for communities that want a professional, mobile-friendly design without the added expense of extensive custom design work. A Premium Design offers all the same features and functionality; any differences are website design related. Premium designs have fewer custom design elements, such as a non-scrolling site element, while still retaining enough design elements to make the site yours. Customize your logo, color palette menu, quick link layouts, and background images.



**Livingston, California**  
[cityoflivingston.org](http://cityoflivingston.org)



**Hooper City, Utah**  
[hoopercity.com](http://hoopercity.com)



**Arkansas City, Kansas**  
[arkcity.org](http://arkcity.org)

# Ultimate Designs

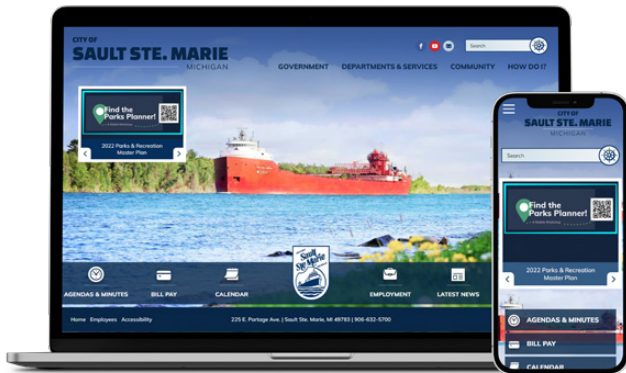
An Ultimate design allows you to start with a blank slate and provide optimal flexibility and design options for your new website. It is offered in both a scrolling and non-scrolling format. You will work with our designer to build a layout that uses our extensive widget library and add styling to give the site a unique look that fits your municipality.



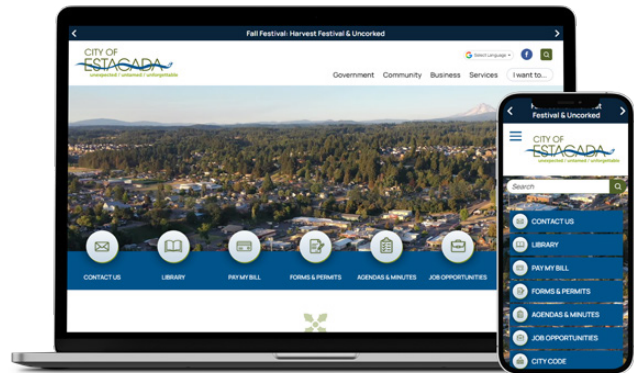
**Clatsop County, Oregon**  
[co.clatsop.or.us](http://co.clatsop.or.us)



**Mission Springs Water District, California**  
[mswd.org](http://mswd.org)



**Sault Ste. Marie, Michigan**  
[saultcity.com](http://saultcity.com)



**Estacada, Oregon**  
[cityofestacada.org](http://cityofestacada.org)

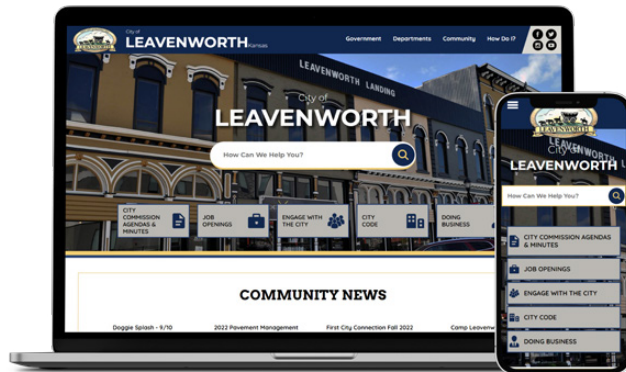




**Kenai, Alaska**  
[kenai.city](http://kenai.city)



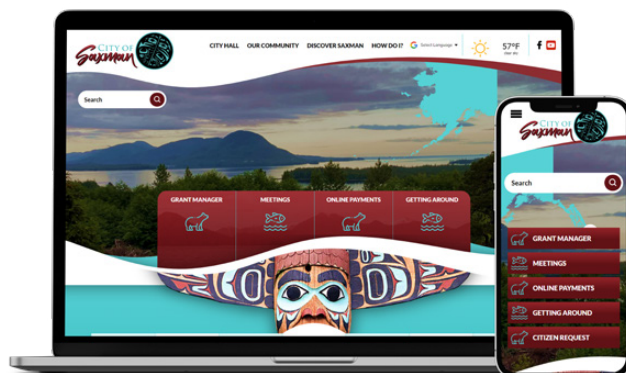
**Wilsonville, Oregon**  
[ci.wilsonville.or.us](http://ci.wilsonville.or.us)



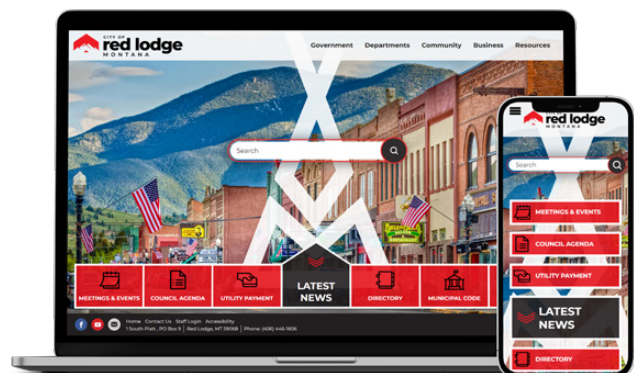
**Leavenworth, Kansas**  
[leavenworthks.org](http://leavenworthks.org)



**Royal Palm Beach, Florida**  
[royalpalmbeach.com](http://royalpalmbeach.com)



**Saxman, Alaska**  
[cityofsaxman.com](http://cityofsaxman.com)



**Red Lodge, Montana**  
[cityofredlodge.net](http://cityofredlodge.net)

# CMS Features & Functionality

CivicPlus' municipal websites are built using a CMS specifically for local governments and offers full feature sets for all your department's needs. Using CivicPlus for your website provides an excellent experience for both your staff and residents in the community. Granular permissions can allow each department to easily edit content and manage their residents' interactions.



We have the solution to the challenges you face with full feature sets for all your department needs!



**Website Design Tailored to Your Needs**



**Hosting, Security, & Reporting**



**Modules That Provide Transparent Information**



**Resident Engagement Tools**



**Tools for Residents to Do Business Online**



**Convenient Access from Any Device**



**Intuitive & Easy to Use**



**Granular Permissions to Match Your Processes**



**ADA Compliance**



**Can Expand & Grow with Your Ever-Changing Needs**

## CivicPlus Website Features

### WEBSITE DESIGN TAILORED TO YOUR NEEDS

**Stunning Design** – A professional art director will work closely with you to design a website that fits your municipality's style and needs.

**Intuitive Site Navigation** – Main navigation menu, via a mega menu or drop-down, keeps it simple to get to any page.

**Image Displays** – Interactive widgets that include photos and videos to showcase your community.



civicplus.com



**Unlimited Number of Department Specific Pages (microsite)** – A page specifically for an individual department/board that can automatically display department-specific information in the sidebar of your pages. This allows categorization and filtering by department and allows permissions to be department based.

**Site Within a Site (subsite)** – Add-on that allows any department/board or page to have an entirely different look and feel to match your department's style, while still being part of the same website and using the same backend CMS.

## HOSTING, SECURITY, & REPORTING

**Domain Management** – CivicPlus can provide full-service domain hosting.

**Secure Site Gateway** – Every website receives an SSL certificate for your peace of mind.

**Secure Login** – Optimal security is available through Microsoft's Identity Server.

**Single Sign On (SSO)** – Ability to log into multiple CivicPlus products with the same login credentials.

**Custom Identity Provider (IdP)** – A custom IdP is available as an add-on through Azure AD, Okta, and ADFS.



**CAPTCHA Secure** – The CMS uses CAPTCHA technology to restrict auto-generated submissions.

**Data Ownership** – Customers always own the rights to all their data.

**Audit Trail/History Logs** – The CMS captures and stores a complete history of content postings.

**Archive Center** – All non-published content can be stored in a cabinet location for reference and future use.

**Analytics and Reporting** – Google Analytics provide web analytics and other reporting is available such as a broken links report.

## MODULES THAT PROVIDE TRANSPARENT INFORMATION ON YOUR SITE

**Advanced Calendaring** – Create meetings and events to be displayed in calendars throughout your website. Residents can easily use our calendars with custom filters, multiple event views, and export capabilities.

**Meetings and Agendas** – Manually post meetings and agendas on the website with a built-in module. For advanced functionality, including automated agenda and packet generation and live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

**Advanced Search in Your Website** – Quickly search all pages and uploaded files across the website. Department-specific search options are also available.

**News & Announcements** – Display the most recent news on your home page or department pages.

**FAQs** – Easily show your most frequently asked questions and their corresponding answers.

**Important Alerts** – Prominently display urgent messages on the home page and/or department home pages to notify residents of time-sensitive information, such as closings or inclement weather warnings.

**Document Center** – Staff can upload and manage documents in one central repository.



**Image Library** – Store all your photos and graphical images in one central location for access by all applicable staff.

**Staff Directory** – Manage staff names and contact information in one central repository, and easily display applicable staff members on various pages.

**Business Directory** – As an optional add-on, this feature lists information about businesses within your community by category; businesses can also submit their information on a form to be approved by your staff before publishing.

**Embedded Videos & iFrames** – Embed Vimeo or YouTube videos or iFrame in third-party partners on any page.

**Dynamic Site Map** – Sitemap configuration that search engines can easily consume.

## RESIDENT ENGAGEMENT TOOLS

**Unlimited Email Subscriptions/Notifications** – Allow residents to subscribe and receive email alerts for new website posts that interest them.

**SMS Subscriptions/Notifications** – This add-on feature allows residents to subscribe and receive SMS text messages for new website posts they're interested in.

**RSS Feeds** – RSS feeds are available for department updates, news, and urgent alerts.

## TOOLS FOR RESIDENTS TO DO BUSINESS ONLINE

**Requests, Feedback, and Submissions from Residents via Web Forms** – Our fully customizable web forms allow for a variety of resident interaction. Form submissions can be automatically routed to a specific person or department. Common uses cases of our custom web forms include:

- Service Requests
- Contact Us
- Surveys and Polling
- Applications
- Suggestions, Complaints, and Tips

**Interactive Maps** – Provide a graphical representation of location-specific information shown on a map.

**Job Postings and Applicants** – Staff can post job openings, allowing residents to browse available jobs online and apply through an online form submission.

**Payments** – Citizens can make payments online through CivicPlus Pay (add-on) or you can iFrame or link out to another third-party payment system.

## CONVENIENT ACCESS FROM ANY DEVICE

**Responsive Design / Mobile Support** – Your website design will be built to automatically adjust and scale so that it works well on all devices regardless of screen size, including wide screen monitors, tablets, and mobile devices.



## INTUITIVE & EASY TO USE

**Intuitive CMS** – Easiest website editing with only a few clicks that's intuitive for even non-technical users.

**Text and Image Editors** – One WYSIWYG editor interface, similar to Microsoft Word, for all types of content, as well as an image editor to adjust focal points on photos.

**Previewing** – Edit pages to your liking before publishing to the live website.

**Scheduling Options** – Schedule content to automatically publish and unpublish on your site at a specific date and time.

**Social Media Integrations** – Quickly auto-post to Twitter and Facebook while you're adding content, news, or alerts to your website. Conversely, we often use iFrames to display your Twitter and/or Facebook feeds right on your website page. Our web pages also come equipped with built-in YouTube video players.

**Versioning** – All previous versions of pages are saved online, allowing you to view or re-publish at any time.

**Google Translate** – Translate content on your site to multiple languages, utilizing Google Translate, for ease of use for all residents.

**Easy to Use Forms Builder** – Feature-rich webform builder available for simple and advanced tasks, that when submitted can be routed to the appropriate people.



**Content Efficiencies** – Create and manage content once and have it display multiple places.

**Tags/Views** – All files can be easily found through filters of tags on items such as documents and images.

## GRANULAR PERMISSIONS TO MATCH YOUR PROCESSES

**Roles & Permissions** – User accounts are assigned a role, granting the users specific levels of permissions within the CMS.

**Department Specific Permissions** – Permissions can be set so individuals have access to edit their own department's content (or multiple departments) without having to rely on an IT director or Administrator to make website changes for them.

**Menu Manager** – Department users can manage their own sub-menus, and advanced users control primary navigation and homepage components.

**Staff Intranet** – Easily create private pages or entire private department areas with user and password log-in protection.

**Unlimited Users and Pages** – Customers can add unlimited staff users and create unlimited pages to their website.



## ADA COMPLIANCE

**Start Compliant** – The CivicPlus implementation team builds websites that are ADA WCAG 2.0 compliant.

**Stay Compliant** – Tools are built into the system to reduce the chances of violating ADA compliance guidelines, such as requiring an Alt Tag on photos that are uploaded. We offer our Monsido Web Governance program to provide a wide array of tools for maintaining the quality, ADA compliance, internal policy compliance, and optimal functionality of your site. And as a partner program, we can include AudioEye for automatic ADA remediation at a discounted rate.

## Your CivicPlus Website Can Expand and Grow with Your Ever-Changing Needs

- Your new website will be built on the trusted Drupal platform.
- Full functionality is available with an unlimited number of uses to meet your needs now and in the future.
- Integration with CivicPlus product suites for many additional benefits. For example:
  - SSO, email notifications, text notifications (add-on), and a resident portal.
  - Access to add-on other integrated CivicPlus products such as service request, FOIA, social media archives, mass emergency notification software.
- Free regular group trainings to continuously keep new staff trained.



or



# Your Role During Implementation

A smooth, on-time deployment is dependent on the customer's participation, providing timely information and approving proofs quickly.

- The customer will make available relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort and create new content copy as needed.
- The customer will assign a single point of contact that will be responsible for coordinating the schedules of other project stakeholders.
- The customer will review any deliverables requiring formal approval within five business days and return all comments and issues at or before those five days have elapsed.
- The customer will assign one person who will act as the ultimate decision-maker in the case where consensus among the team cannot be reached.
- The customer must agree to the applicable terms of services for Google-related services such as Google Analytics and Google Maps to access those features. CivicPlus is not responsible for Google's decisions related to discontinuing services or changing current APIs.



# Continuing Services

## Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in the United States are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your new website.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

### Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center ([civicplus.help](https://civicplus.help))

## AWARD-WINNING



CivicPlus has been honored with one Gold Stevie® Award, two Silver Stevie® Awards, and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19). The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

## CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

### 2021 Support Metrics

- Total Tickets – 103,759
- Average Phone Response – 7:57 Minutes
- Customer Satisfaction Score – 95.7%
- Solved in One Touch – 71.2%



## CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

## MAINTENANCE

CivicPlus is responsible for all ongoing maintenance. This includes various security and other patches provided by the greater Drupal community, as well as any module updates provided by the module maintainers. We also provide ongoing development of our CMS with releases of new functionalities and features usually on a quarterly basis.

## Hosting & Security

Your new website will be hosted by CivicPlus in conjunction with a third-party managed solution, Acquia, a software as a service provider specializing in the Drupal Platform (acquia.com). Acquia Cloud is built on AWS infrastructure using a High Availability architecture across AWS Availability Zones. The CivicPlus platform is multi-tiered with its load balancers, application, database, and a filesystem each on separate tiers. Multi-tier infrastructure has resiliency, performance, scalability, and security advantages over a single-tier system. This will allow CivicPlus to maintain greater control over hacking attempts and DDoS attacks and provide an easy pathway for us to implement feature upgrades and service patches.

Your website would be hosted at their Reston, VA data center. This is a state-of-the-art, Tier IV facility, with N+2 power, cooling, and generators which is manned 24/7/365 and monitored by armed guards. The systems have redundant power supplies and disk arrays with a hardware RAID card. For hosting, we utilize an OpenStack based cloud that is fully redundant. The server that would host your site is a dedicated CivicEngage server that utilizes 12 webheads and a load balancer to account for traffic surges as needed. It is a multi-tenant server, with all municipalities utilizing the same CMS. Your website is backed up daily to a Contegix data center in Las Vegas, Nevada.

We are committed to 99.9% uptime and rapid response to any technical issues that may arise. For any technical issues or needs, customers have 24/7 access to our support team.

Occasionally our customers encounter natural disasters such as tornadoes or tropical storms, and man-made crises (Newtown, CT, Parkland, FL). In all cases, our staff is committed to taking on an active webmaster role as needed at no cost to our customers.

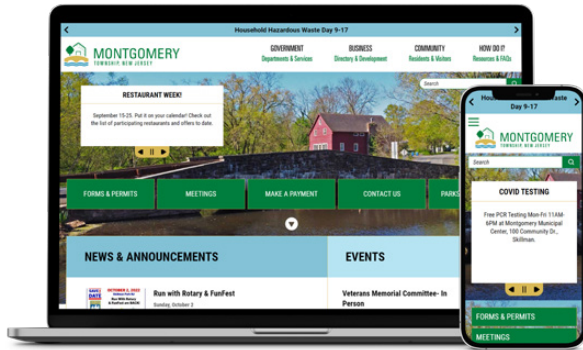




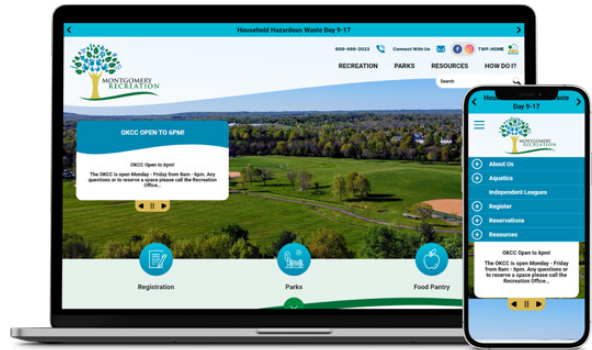
# Specialty Subsite Graphic Designs

We also offer the option of having graphic designs for subsites that require specialized branding. These specialty subsites leverage your content management system and database, enabling the same functionality as your primary website with a unique look and feel.

## Montgomery Township, New Jersey - Parks & Recreation Subsite



[montgomerynj.gov](http://montgomerynj.gov)



[montgomerynj.gov/parksrec](http://montgomerynj.gov/parksrec)

## Morganton, North Carolina – Parks & Recreation Subsite & Downtown Subsite



[morgantonnc.gov](http://morgantonnc.gov)



[morgantonparksandrec.com/parksrec](http://morgantonparksandrec.com/parksrec)



[downtownmorganton.com/main-street](http://downtownmorganton.com/main-street)




**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-30896-1

**Date:**

10/27/2022 12:35 AM

**Expires On:**

12/30/2022

**Client:**

JOSHUA, TEXAS

**Bill To:**

JOSHUA, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Jones	785.323.4713	rjones@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicEngage Open Specialty Sub-Site Graphic Design Annual	CivicEngage Open Specialty Sub-Site Graphic Design Annual	Renewable
Total Investment - Year 1		USD 1,500.00	
Annual Recurring Services - Year 2		USD 1,500.00	

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing of this SOW.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 3 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after a period of months (36, 48, or 60 months as determined by the number of years in the redesign line item on this SOW) of continuous service under this SOW (the "Redesign Term"), Client shall be entitled to receive a redesign at

V. PD 06.01.2015-0048

Page 1 of 4

no additional cost. Client may initiate such redesign any time after continuous service during the Redesign Term. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after continuous service during a subsequent Redesign Term. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.

*Signature Page to Follow.*

**Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

### Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

<b>Organization</b>		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Billing Contact</b>		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your project (ex. FEMA, CARES):		
		Y [ ] or N [ ]
Please list all external sources:		
<b>Contract Contact</b>		Email
Phone	Ext.	Fax
<b>Project Contact</b>		Email
Phone	Ext.	Fax



**A-Board Agenda  
11-14-2022**

**(Action Item/Discussion Item)**

**Agenda Description:**

Discuss, consider, and possible action regarding contact with CivicPlus to build a website for Economic Development. (\$1,500 annual payment)

**Background Information:**

Contract with CivicPlus to create an individual website for economic development. This will be an annual cost of \$1,500 since the city already has a contact with CivicPlus for our city website.

**Financial Information:**

\$1,500 annual cost

**City Contact and Recommendations:**

Molly Martin

**Attachments:**

CivicPlus Proposal



## 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 following 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 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. \* *Special approval process for any requests that exceed the \$5,000 limit, based on available funding.*

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.



**City of Joshua**  
**Façade Improvement Grant Program**  
**Application**

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**1. Applicant Information:**

Developer/Tenant Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ email: \_\_\_\_\_

Agent (if any) \_\_\_\_\_

Address: \_\_\_\_\_

**2. Property Owner Information (may be same as above):**

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ email: \_\_\_\_\_

Property Owner or Agent Signature: \_\_\_\_\_

*(If signed by agent, attach written authorization from owner to act on owner's behalf).***3. Property Information:**

Property Address: \_\_\_\_\_

Building or Business Name and Use: \_\_\_\_\_

Property Legal Description: \_\_\_\_\_

*(Lot, Block, Subdivision or Abstract Name and Number)*

Johnson County Appraisal District Account Number (8 digit) \_\_\_\_\_

**Incomplete applications will not be processed for certification until all required documents shown in the check list below are submitted. If all documents are not submitted within 30 days after the application is received, the application will be automatically denied. Funding for project will only be set aside as long as construction permits are pulled, or work has commenced on the façade within 180 days of project approval.**



1. Total Development cost of project improvements: \_\_\_\_\_

2. Total development cost of eligible improvements: \_\_\_\_\_

**Please provide project details and amount of capital investment in the following chart:**

Items	Amount	Notes
a. _____	\$ _____	_____
b. _____	\$ _____	_____
c. _____	\$ _____	_____
d. _____	\$ _____	_____
e. _____	\$ _____	_____
f. _____	\$ _____	_____
<b>TOTAL</b>	<b>\$ _____</b>	

**2. Application Checklist- Please submit the following documentation:**

- \_\_\_ Completed Application form.
- \_\_\_ If application is made by a tenant, copy of the lease agreement along with a signed letter from owner.
- \_\_\_ Photograph of existing conditions.
- \_\_\_ Detailed explanation of improvements including renderings, elevations, drawings, etc.
- \_\_\_ Cost breakdown including cost estimates of all proposed improvements.
- \_\_\_ Proposed timeline for completion of improvements including start date and completion date.

**3. Applicant Certification:**

The application certifies that all information in this application and all information furnished in support of this application is true and complete to the best of the applicant's knowledge and belief.

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

**Note: Be advised that application submitted is subject to the Open Records Act and as a result, may become public information within the limits of the law.**