



**AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
AUGUST 18, 2022
6:30 PM**

The Joshua City Council will hold a Budget Workshop at 6:30 pm. A Work Session and Regular Meeting will be held immediately following the Budget Workshop in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on August 18, 2022. This meeting is subject to the open meeting laws of the State of Texas.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/83387780089?pwd=VW5GNzFCNmMk2MXlQdHI3R0d4Q2MxQT09>

Meeting ID: 833 8778 0089 Passcode: 318845 or dial 3462487799

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

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

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

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

C. INVOCATION

D. BUDGET WORKSHOP

1. Discussion on the FY 2022-2023 Proposed Budget. (Staff Resource: M. Peacock)

E. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for July 2022. (Staff Resource: M. Peacock)
2. Discussion on changing utility billing collections from the City of Joshua to Waste Connections. (Staff Resource: A. Bransom)

3. Discussion on the requirements of residential lot sizes as requested by Julian Torrez. (Staff Resources: A. Maldonado)
4. Discussion on a request for annexation of 220 Ranch Rd. (Staff Resources: M. Peacock)
5. Questions regarding Regular Session agenda items.

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

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

G. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

1. Recognition of Lieutenant Luke Burgdorf and McDonald's restaurant employees Magen Rivera, Jasper Washburn, Thomas Vaughn, and Tracie Vaughn for their part in the saving of life on July 3, 2022.

H. CONSENT AGENDA

1. Discuss, consider, and possible action on approval of meeting minutes of July 21, 2022. (Staff Resources: A. Holloway)
2. Discuss, consider, and possible action ratifying the letter of engagement for annual audit services with Snow Garrett Williams, Certified Public Accountants of Weatherford. (Staff Resources: M. Peacock)
3. Discuss, consider, and possible action on an interlocal agreement with JCSUD for water utilities facilities relocation and maintenance regarding Mockingbird Phase 2. (Staff Resources: M. Peacock)
4. Discuss, consider, and possible action on an interlocal agreement with JCSUD for water utilities facilities relocation and maintenance regarding Joshua Highlands Development. (Staff Resources: M. Peacock)

I. REGULAR AGENDA

1. Discuss, consider, and possible action on issuance of a Tax Note in the amount of \$1,000,000 for expenses related to the municipal project regarding the land purchase, architectural design, engineering, or other related costs as needed.
2. Discuss, consider, and possible action on a resolution proposing the adoption of an Ad Valorem Tax Rate for Fiscal Year 2023 and schedule a public hearing subject to all public hearing requirements of the Texas Property Tax Code. (Staff Resources: M. Peacock)
3. Discuss, consider, and possible action on development agreements between the City of Joshua and property owners of parcels located on Lot 7 and 8 PT of Block 1, in the Scarlet Oaks Addition PH II and authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway & M. Peacock)

- [4.](#) Discuss, consider, and possible action on an Ordinance disannexing tracts of land described in exhibit “A”, attached hereto, from the city limits of the City of Joshua, Texas, pursuant to Section 43.142 of the Texas Local Government Code. (Staff Resources: M. Peacock)
- [5.](#) Discuss, consider, and possible action on an Ordinance amending the Code of Ordinances by adding a new Section 1.03.003, "Signatures and Seals: Electronic, Digital and Facsimile," and approving the adoption of City rules. (Staff Resources: A. Holloway)
6. Discussion on creating a Charter Review Committee.

J. STAFF REPORT

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

K. EXECUTIVE SESSION

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

- a. Pursuant to Section 551.072 of the Texas Government Code to discuss or deliberate the purchase, exchange, lease, or value of real property.

L. RECONVENE INTO REGULAR SESSION

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

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

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

N. ADJOURNMENT

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including 551.071 (private consultation with the attorney for the City); 551.072 (discussing purchase, exchange, lease or value of real property); 551.074 (discussing personnel or to hear complaints against personnel); and 551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers may attend this meeting

remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. A quorum will be physically present at the posted meeting location of City Hall.

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

CERTIFICATE:

I hereby certify that the above agenda was posted on or before the August 15, 2022, by 4:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of July 31, 2022

% OF YEAR COMPLETED: 83.3

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	127,295.17	109,402.51	(17,892.66)	3,906,246.14	4,294,980.00	90.95%	388,733.86
Charges for Services	47,289.50	42,649.77	(4,639.73)	444,916.63	512,000.00	86.90%	67,083.37
Licenses, Permits & Fees	45,790.45	78,767.64	32,977.19	877,269.34	914,815.00	95.90%	37,545.66
Grants & Contributions	110.00	395.23	285.23	5,297.84	3,600.00	147.16%	(1,697.84)
Intergovernmental Revenues	2,000.00	13,860.34	11,860.34	110,436.23	166,370.00	66.38%	55,933.77
Investment Earnings	67.97	249.90	181.93	175.64	3,000.00	5.85%	2,824.36
Miscellaneous	(35,069.62)	4,165.00	39,234.62	174,319.69	50,000.00	348.64%	(124,319.69)
Transfers In	0.00	125,133.33	125,133.33	4,172.70	782,200.00	0.53%	778,027.30
TOTAL REVENUES	187,483.47	374,623.72	187,140.25	5,522,834.21	6,726,965.00	82.10%	1,204,130.79
EXPENDITURE SUMMARY							
Community Service							
Utilities	4,491.90	3,415.30	(1,076.60)	39,045.15	41,000.00	95.23%	1,954.85
Community Events	0.00	14,214.29	14,214.29	18,492.09	37,000.00	49.98%	18,507.91
Contract & Professional Services	27,664.45	27,405.70	(258.75)	274,618.43	329,000.00	83.47%	54,381.57
Miscellaneous	1,775.00	7,336.46	5,561.46	37,763.27	80,715.00	46.79%	42,951.73
TOTAL Community Service	33,931.35	52,371.75	18,440.40	369,918.94	487,715.00	75.85%	117,796.06
Non-departmental							
Personnel	435.36	100.00	(335.36)	3,958.19	4,200.00	94.24%	241.81
Contract & Professional Services	10,222.21	5,718.64	(4,503.57)	90,683.13	114,750.00	79.03%	24,066.87
Debt Service	400.00	0.00	(400.00)	3,050.00	4,000.00	76.25%	950.00
Miscellaneous	17,591.02	27,880.33	10,289.31	258,782.08	183,804.00	140.79%	(74,978.08)
TOTAL Non-departmental	28,648.59	33,698.97	5,050.38	356,473.40	306,754.00	116.21%	(49,719.40)

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of July 31, 2022

% OF YEAR COMPLETED: 83.3

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Mayor & Council							
Personnel	760.04	1,000.00	239.96	800.04	2,000.00	40.00%	1,199.96
Supplies	78.17	254.10	175.93	2,643.92	3,050.00	86.69%	406.08
TOTAL Mayor & Council	838.21	1,254.10	415.89	3,443.96	5,050.00	68.20%	1,606.04
Administration							
Personnel	45,400.96	72,106.04	26,705.08	499,292.97	651,990.00	76.58%	152,697.03
Supplies	561.17	3,212.90	2,651.73	26,613.78	44,570.00	59.71%	17,956.22
Repair & Maintenance	1,635.63	2,563.14	927.51	27,570.67	30,770.00	89.60%	3,199.33
Contract & Professional Services	518.22	39,094.62	38,576.40	95,186.09	176,340.00	53.98%	81,153.91
Utilities	1,744.29	2,713.17	968.88	18,216.45	32,570.00	55.93%	14,353.55
Miscellaneous	1,226.59	958.28	(268.31)	9,303.59	11,500.00	80.90%	2,196.41
TOTAL Administration	51,086.86	120,648.15	69,561.29	676,183.55	947,740.00	71.35%	271,556.45
Police Department							
Personnel	93,281.21	171,812.61	78,531.40	1,097,618.71	1,480,810.00	74.12%	383,191.29
Supplies	4,148.31	3,177.80	(970.51)	30,000.10	32,250.00	93.02%	2,249.90
Repair & Maintenance	6,057.62	7,688.97	1,631.35	64,490.53	73,000.00	88.34%	8,509.47
Contract & Professional Services	2,481.71	1,739.30	(742.41)	110,076.62	136,880.00	80.42%	26,803.38
Utilities	1,442.74	1,999.20	556.46	12,719.75	24,000.00	53.00%	11,280.25
Capital Outlay	0.00	1,416.67	1,416.67	25,578.82	33,400.00	76.58%	7,821.18
Debt Service	(25,808.07)	1,570.00	27,378.07	19,136.79	18,840.00	101.58%	(296.79)
Miscellaneous	0.00	33.33	33.33	56.00	400.00	14.00%	344.00
TOTAL Police Department	81,603.52	189,437.88	107,834.36	1,359,677.32	1,799,580.00	75.56%	439,902.68

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of July 31, 2022

% OF YEAR COMPLETED: 83.3

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Personnel	30,187.28	41,891.27	11,703.99	238,772.93	364,510.00	65.51%	125,737.07
Supplies	138,490.98	79,309.76	(59,181.22)	634,583.38	773,355.00	82.06%	138,771.62
Repair & Maintenance	9,036.35	10,100.08	1,063.73	82,343.02	99,800.00	82.51%	17,456.98
Contract & Professional Services	3,615.16	1,685.99	(1,929.17)	11,098.80	20,240.00	54.84%	9,141.20
Utilities	343.54	641.41	297.87	3,766.28	7,700.00	48.91%	3,933.72
Micellaneous	5,719.20	833.33	(4,885.87)	10,866.48	10,000.00	108.66%	(866.48)
Capital Outlay	0.00	0.00	0.00	103,876.58	103,885.00	99.99%	8.42
Debt Service	(12,871.97)	3,671.25	16,543.22	15,768.30	44,055.00	35.79%	28,286.70
TOTAL Public Works	174,520.54	138,133.09	(36,387.45)	1,101,075.77	1,423,545.00	77.35%	322,469.23
Municipal Court							
Personnel	5,191.31	7,806.15	2,614.84	57,590.34	71,046.00	81.06%	13,455.66
Supplies	0.00	154.10	154.10	1,134.58	1,850.00	61.33%	715.42
Repair & Maintenance	76.44	166.60	90.16	1,698.76	2,000.00	84.94%	301.24
Contract & Professional Services	2,603.58	2,951.36	347.78	24,564.58	35,420.00	69.35%	10,855.42
Miscellaneous	0.00	83.30	83.30	407.96	1,000.00	40.80%	592.04
TOTAL Municipal Court	7,871.33	11,161.51	3,290.18	85,396.22	111,316.00	76.72%	25,919.78
Development Services							
Personnel	21,056.72	29,589.05	8,532.33	218,301.86	265,955.00	82.08%	47,653.14
Supplies	160.39	433.16	272.77	6,696.05	5,200.00	128.77%	(1,496.05)
Repair & Maintenance	591.94	2,016.60	1,424.66	3,707.71	24,200.00	15.32%	20,492.29
Contract & Professional Services	1,133.74	15,711.75	14,578.01	98,647.09	188,545.00	52.32%	89,897.91
Utilities	334.09	442.45	108.36	2,009.26	5,310.00	37.84%	3,300.74
Debt Service	(13,720.56)	472.08	14,192.64	8,407.68	5,665.00	148.41%	(2,742.68)
TOTAL Development Services	9,556.32	48,665.09	39,108.77	337,769.65	494,875.00	68.25%	157,105.35

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of July 31, 2022

% OF YEAR COMPLETED: 83.3

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	13,262.62	15,787.40	2,524.78	120,958.75	138,064.00	87.61%	17,105.25
Supplies	1,494.85	1,530.20	35.35	13,857.14	18,370.00	75.43%	4,512.86
Repair & Maintenance	1,638.00	10,500.44	8,862.44	33,533.90	126,055.00	26.60%	92,521.10
Contract & Professional Services	1,431.12	754.81	(676.31)	7,655.89	9,060.00	84.50%	1,404.11
Utilities	1,172.72	1,349.46	176.74	9,965.94	16,200.00	61.52%	6,234.06
TOTAL Animal Control	18,999.31	29,922.31	10,923.00	185,971.62	307,749.00	60.43%	121,777.38
Fire Department							
Personnel	34,566.34	62,079.18	27,512.84	388,847.02	579,530.00	67.10%	190,682.98
Supplies	(13,703.19)	6,546.75	20,249.94	49,260.67	78,575.00	62.69%	29,314.33
Repair & Maintenance	10,522.39	9,266.03	(1,256.36)	95,066.82	96,580.00	98.43%	1,513.18
Contract & Professional Services	3,745.88	2,965.47	(780.41)	25,335.88	35,600.00	71.17%	10,264.12
Utilities	4,416.98	2,865.52	(1,551.46)	30,312.83	34,400.00	88.12%	4,087.17
Debt Service	0.00	6,020.83	6,020.83	0.00	72,250.00	0.00%	72,250.00
Capital Outlay	15,750.00	0.00	(15,750.00)	15,750.00	0.00	#DIV/0!	(15,750.00)
Miscellaneous	162.36	2,292.81	2,130.45	13,859.50	23,950.00	57.87%	10,090.50
TOTAL Fire Department	55,460.76	92,036.59	36,575.83	618,432.72	920,885.00	67.16%	302,452.28
Park Maintenance							
Personnel	19,353.09	16,257.27	(3,095.82)	162,910.39	189,730.00	85.86%	26,819.61
Supplies	3,904.78	1,199.52	(2,705.26)	21,897.02	14,400.00	152.06%	(7,497.02)
Repair & Maintenance	954.52	1,978.42	1,023.90	14,636.86	23,750.00	61.63%	9,113.14
Contract & Professional Services	115.16	169.93	54.77	1,658.37	2,040.00	81.29%	381.63
Utilities	15,296.73	20,627.24	5,330.51	36,478.09	87,530.00	41.67%	51,051.91
Debt Service	(13,647.03)	0.00	13,647.03	8,872.35	0.00	#DIV/0!	(8,872.35)
Capital Outlay	0.00	1,990.87	1,990.87	40,748.00	23,900.00	170.49%	(16,848.00)

TOTAL Park Maintenance	<u>25,977.25</u>	<u>42,223.25</u>	<u>16,246.00</u>	<u>287,201.08</u>	<u>341,350.00</u>	<u>84.14%</u>	<u>54,148.92</u>
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City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of July 31, 2022

% OF YEAR COMPLETED: 83.3

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fire Marshal							
Personnel	7980.11	9,265.24	1,285.13	79,807.85	109,040.00	73.19%	29,232.15
Supplies	242.88	1,083.34	840.46	2,576.09	13,000.00	19.82%	10,423.91
Contract & Professional Services	0.00	396.67	396.67	4,256.25	4,760.00	89.42%	503.75
Utilities	23.08	65.00	41.92	253.88	780.00	32.55%	526.12
Miscellaneous	0.00	41.67	41.67	0.00	500.00	0.00%	500.00
TOTAL Fire Marshal	8,246.07	10,851.92	2,605.85	86,894.07	128,080.00	67.84%	41,185.93
TOTAL EXPENDITURES	496,740.11	770,404.61	273,664.50	5,468,438.30	7,274,639.00	75.17%	1,806,200.70
TOTAL REVENUES OVER/UNDER EXPENDITURES	<u>(309,256.64)</u>	<u>(395,780.89)</u>	<u>(86,524.25)</u>	<u>54,395.91</u>	<u>(547,674.00)</u>		<u>(602,069.91)</u>



**City Council Agenda
August 18, 2022**

Minutes Resolution

Discussion Item

Agenda Description:

Discuss changing waste collection billing from the current provider, Information Management Solutions to Waste Connections.

Background Information:

For the last several years the City has been using a third party to send bill mailouts. Waste Connections has offered to take the billing back over for no extra cost. By allowing Waste Connections to bill and collect for services, the city will be able to better control delinquent accounts and those with no accounts. At current, the city has over 111 accounts that are more than 120 days past due that Waste Connections continues to provide services to.

The system that Waste Connection uses notifies the drivers of what addresses to collect from and which accounts are currently past due. If more than 60 days past due, they will not collect until the account is brought current.

Currently, the city provides a list of active accounts and pays Waste Connections accordingly. This list does not import into Waste Connections systems, and makes it very difficult for them to know what addresses to collect from.

Additionally, we have over 200 addresses that do not currently have trash accounts. Angela is currently working to resolve this issue by utilizing data from the tax accessor to determine who has accounts and who does not.

Allowing Waste Connections to take over billing will resolve multiple collection issues.

Financial Information:

Current annual cost of third-party billing is approximately \$1,000 per month. This does include monthly newsletter mailouts that are sent with the trash bill. The current contract expires November 16, 2022.

Waste Connection has offered to do the billing at no additional costs and will amend their current contract to include billing.

City Contact and Recommendations:

Amber Bransom, Assistant City Manager

Staff recommends allowing Waste Connections to take over billing.

Attachments:



**MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
JULY 21, 2022
6:30 PM**

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

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

PRESENT

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

STAFF

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

ABSENT

Place 5 Robert Fleming

Join Zoom Meeting:

<https://us02web.zoom.us/j/84601999853?pwd=R2MyZlFIMUc5Nm5rMy80YXZFOUY4dz09>

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

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

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A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Kidd led the Pledge of Allegiance.

C. INVOCATION

Invocation was led by Pastor Darnell.

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for June 2022. (Staff Resource: M. Peacock)
City Manager Peacock stated that most miscellaneous funds are from insurance payments due for roof repairs. In addition, he stated that finance department is working on cleaning up the report by removing negative numbers.
2. Discussion on the proposed Policy for a Façade Improvement Grant funded by Type A EDC and ARPA funds. (Staff Resource: M. Peacock)
City Manager Peacock presented the proposed policy for a Façade Improvement Grant. Councilmember Anderson stated that she doesn't want to take the application fee from the applicant if they are not approved. City Manager Peacock stated that it could be refunded if needed or the fee could be removed completely.
Councilmember Nichols suggested removing the fee and add a deadline to the policy.
Councilmember Kidd stated that he would like to see a check list added.
City Manager Peacock stated that Type A Corporation will review in August.

E. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

1. Jamie Jones, Director of Pioneer and Old Settlers Reunion Association, stated that the Johnson County's Pioneer & Old Settlers Association will be hosting their event on September 3, 2022.
2. Jenny Mitchell, 920 Taylor, stated that she supports the Joshua Police Department and doesn't believe they should have been disrespected like they were regarding the recent video. Ms. Mitchell stated that she watched the video and the officers never said anything regarding to race.

F. CONSENT AGENDA

1. Discuss, consider, and possible action on the meeting minutes of June 16, 2022.
Motion made by Place 4 Breitenstein to approve the meeting minutes of June 16, 2022. Seconded by Place 1 Waldrip.
Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson
2. Discuss, consider, and possible action on a resolution designating Mike Kidd as a signatory for the City of Joshua Financial Accounts.
Motion made by Place 4 Breitenstein to approve the resolution. Seconded by Place 3 Nichols.
Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson

Motion made by Place 6 Anderson to ratify the IT Contract with TodoVerde. Seconded by Place 2 Kidd.
Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson

4. Discuss, consider, and possible action on a interlocal agreement with JCSUD for water utilities facilities relocation and maintenance regarding Joshua Meadows PH3C.

Motion made by Place 2 Kidd, to approve the interlocal agreement. Seconded by Place 4 Breitenstein.
Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson

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

Motion made by Place 4 Breitenstein to authorize EDC Type B to contract with GrantWorks in the amount of \$8,750. Seconded by Place 6 Anderson.
Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson

G. REGULAR AGENDA

1. Public hearing regarding changing the current trash service to automated with the extension of the current contract. (Staff Resource: A. Bransom)

Mayor Kimble opened the public hearing at 7:11 pm. Asst. City Manager Bransom stated that the city compiled a survey regarding trash pickup for the citizens to voice their opinion on several options. After no comments from the citizens, Mayor Kimble closed the public hearing at 7:11 pm.

2. Discuss, consider, and give direction regarding the possibility of modifying and extending the current service contract with Waste Connections. (Staff Resource: A. Bransom)

Asst. City Manager Bransom stated that she has been working on ways to get unified and save money at the same time. In addition, she stated that she believes automatic trash service will get rid of some of the current problems.

Asst. City Manager Bransom gave several options including possibly going to once a week trash pickup and adding monthly bulk pickup.

Mayor Kimble stated that the survey did not give the citizens all the information that is needed.

City Council gave the direction to get correct pricing and reissue a survey.

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

Staff Presentation

Owner's Presentation

Those in Favor

Those Against

Owner's Rebuttal

Mayor Kimble opened the public hearing at 7:41 pm.

Development Services Director Maldonado read the following statement:

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

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

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

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

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

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

Motion made by Place 2 Kidd to approve the Ordinance. Seconded by Place 1 Waldrup.

Voting Yea: Mayor Kimble, Place 1 Waldrup, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson

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

Motion made by Place 1 Waldrup to approve the Development Agreement. Seconded by Place 2 Kidd.

Voting Yea: Mayor Kimble, Place 1 Waldrup, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson

6. Discuss, consider, and possible action on approving a Pre-Construction Service Agreement with JE Dunn for the construction design, estimate, and establish costs for new City Hall and Police Facility. (Staff Resource: M. Peacock)

Motion made by Place 4 Breitenstein to approve the Pre-Construction Service Agreement in the amount of \$11,985. Seconded by Place 3 Nichols.

Voting Yea: Mayor Kimble, Place 1 Waldrup, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson

7. Discuss, consider, and possible action on an agreement with Randall Scott Architects for conceptual design of a Municipal Complex. (Staff Resource: M. Peacock)

Motion made by Place 6 Anderson to approve the agreement with Randall Scott Architects. Seconded by Place 3 Nichols.

Voting Yea: Mayor Kimble, Place 1 Waldrup, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place

8. Discuss, consider, and possible action on an agreement between Cooksey Communications and the City of Joshua for strategic communications and public engagement services.

No discussion or action on this item.

9. Discuss, consider, and possible action on a request for assistance to the Joshua Area Chamber regarding revenue loss during COVID.

Mary Moreno, Joshua Chamber Director, gave a brief update on the progress of the Joshua Area Chamber. In addition, she presented a report requesting funding assistance from the City of Joshua in the amount of \$62,550.

City Manager Peacock stated that the Arpa Funds are available.

Motion made by Place 2 Kidd, Seconded by Place 1 Waldrup.

Voting Yea: Mayor Kimble, Place 1 Waldrup, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson

10. Discuss, consider, and possible action on appointing board members. (Staff Resource: A. Holloway)

No action taking on this item.

H. STAFF REPORT- June 2022

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

I. EXECUTIVE SESSION

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

1.Pursuant to Section 551.071, consultation with the City Attorney regarding legal issues associated with private/public partnerships and all matters incident and related thereto.

2.Pursuant to Section 551.071, consultation with the City Attorney regarding anticipated litigation regarding substandard structure.

Mayor Kimble announced that the City Council will recess into Executive Session at 8:26 pm.

J. RECONVENE INTO REGULAR SESSION

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

Mayor Kimble reconvened the meeting into Regular Session at 8:53 pm.

No action taken as the result of Executive Session.

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

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

Add community interest to the agenda.

L. ADJOURNMENT

Mayor Kimble adjourned the meeting at 8: 55 pm.



SNOW GARRETT WILLIAMS
CERTIFIED PUBLIC ACCOUNTANTS

July 19, 2022

Honorable Mayor, City Council, and Management of
City of Joshua, Texas
101 South Main Street
Joshua, Texas 76058

We are pleased to confirm our understanding of the services we are to provide the City of Joshua, Texas for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures which collectively comprise the basic financial statements of the City of Joshua (the City) as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and budgetary comparison information, and the schedules required for the pension plan, to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund.
3. Schedule of Changes in Net Pension Liability and Related Ratios
4. Schedule of Pension Contributions
5. Schedule of Changes in Total OPEB Liability and Related Ratios
6. Schedule of OPEB Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the

financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Budgetary Comparison Schedule – Budget and Actual (Non-GAAP Budgetary Basis) – Debt Service Fund
2. Budgetary Comparison Schedule – Budget and Actual (Non-GAAP Budgetary Basis) – Type A Economic Development Corporation
3. Budgetary Comparison Schedule – Budget and Actual (Non-GAAP Budgetary Basis) – Type B Economic Development Corporation
4. Combining Balance Sheet – Other Governmental Funds
5. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Other Governmental Funds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Improper revenue recognition due to fraud.
- Management override of controls.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. In addition, we will provide the following nonaudit services: assistance with the preparation of entries, including proposed audit entries; assistance with entries to convert accounting records from modified accrual to full accrual for report purposes; and preparation of depreciation schedules. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected

misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Snow Garrett Williams and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Snow Garrett Williams personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kathy Williams, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report. We expect to begin fieldwork in December 2022 and to issue our report after

the year-end audit field work is complete.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report reproduction, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council and Management of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Joshua and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Snow Garrett Williams

RESPONSE:

This letter correctly sets forth the understanding of the City of Joshua, Texas.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____



**Council Meeting Agenda
August 18, 2022**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action ratifying the letter of engagement for annual audit services with Snow Garrett Williams, Certified Public Accountants of Weatherford.

Background Information:

The city published a Request for Qualifications for professional audit services and received three responses. Staff reviewed them and selected Snow Garrett Williams.

Financial Information:

See attached proposal.

City Contact and Recommendations:

Mike Peacock

Attachments:

**Proposal for Audit Services
Engagement Letter**

INTERLOCAL AGREEMENT – JCSUD AND THE CITY OF JOSHUA
WATER UTILITIES FACILITIES RELOCATION AND MAINTENANCE
MOCKINGBIRD HILLS PH 2

This **INTERLOCAL AGREEMENT FOR WATER UTILITIES FACILITIES RELOCATION AND MAINTENANCE** (“Agreement”) relative to the Mockingbird Hills PH 2 in the City of Joshua is entered into by and between Johnson County Special Utility District (“JCSUD”) and the City of Joshua, Texas (“Joshua” or the “City”), to be effective as of the last date of execution by JCSUD and Joshua (the “Effective Date”). JCSUD and Joshua may be referred to herein individually as a “Party” or collectively as the “Parties.”

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

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

WHEREAS, on or about [REDACTED], the City approved a planned development for single-family residential development on 53.629 acres, more or less, to be known as the Mockingbird Hills PH 2 (the “Development”), and a legal description of such property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, on or about July 6, 2022, JCSUD approved a planned development for single-family residential development consisting of 149 lot(s), with offsite improvements, to be known as the Mockingbird Hills PH 2 (the “Development”), an overall water facilities layout of said development is attached hereto as Exhibit B and incorporated by reference; and

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

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

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

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

I. RELOCATION

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

II. REIMBURSEMENT

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

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

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

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

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

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

III. MAINTENANCE

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

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

IV. BENEFIT

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

V. MISCELLANEOUS

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

Johnson County Special Utility District
Attn. Peter Kampfer, General Manager
P.O. Box 1390
Joshua, TX 76058
(817) 760-5200

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

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

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

4. Governing Laws. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
5. Venue. The obligations and undertakings of each of the Parties to this Agreement shall be performed in Johnson County, Texas. The parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Johnson County, Texas.
6. Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries to this Agreement.
7. Attorneys' Fees. Except as provided in Section II of this Agreement, each Party shall bear its own attorneys' fees and costs related to this Agreement.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party that is not contained in this Agreement shall be valid, binding, or of any force or effect.
9. Exhibits. All Exhibits hereto are incorporated as if set forth in their entirety in this Agreement.
10. Amendment. Any amendments to this Agreement must be in writing and signed by all the Parties.
11. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns. Notwithstanding the foregoing, no Party to this Agreement may assign their rights or obligations under this Agreement without the written consent of the other Parties.
12. Construction. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. When required by context, the gender of words in this Agreement includes the masculine, feminine, and neuter genders and the singular includes the plural (and vice-versa). The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
13. Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
14. Authority. The respective signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of their respective Party, and that such signatory has received the necessary approval of its governing body to execute this Agreement on the Party's behalf.
15. Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which counterparts, when taken together, shall constitute one and the same Agreement. The Parties agree that delivery of a signed counterpart, or the signed

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

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

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

JOHNSON COUNTY SPECIAL UTILITY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

[SEAL]

CITY OF JOSHUA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

[SEAL]

EXHIBIT A**(Mockingbird Hills Ph 2 Property Legal Description)**

BEING A 53.616 ACRE TRACT OF LAND IN THE W. BUYERS SURVEY, ABSTRACT NUMBER 29, SITUATED IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO SRE JOSHUA DEVELOPMENT, RECORDED IN INSTRUMENT NUMBER 2019-6606. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS. THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983, AS DERIVED FROM STATIC OBSERVATION AND NOAA/NGS OPUS CALCULATIONS PERFORMED ON MARCH 8, 2019. SAID 53.616 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS LOT 27, BLOCK 1, HERITAGE 11, AN ADDITION TO THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS AS RECORDED IN VOLUME 2020, PAGE 72, DEED RECORDS, JOHNSON COUNTY, TEXAS AND IN A NORTH LINE OF SAID SRE JOSHUA DEVELOPMENT TRACT;

THENCE NORTH 89°57'13" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 1 AND SAID NORTH LINE, AT A DISTANCE OF 942.52 FEET, PASS A 1/2' IRON ROD WITH PLASTIC CAP STAMPED

"RPLS 4818" FOUND FOR THE SOUTHEAST CORNER OF LOT 15 OF SAID BLOCK 1 AND THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CHARLES WILLIAMS, RECORDED IN VOLUME 967, PAGE 98, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS, FOR A TOTAL DISTANCE OF 1195.35 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET FOR THE SOUTHEAST CORNER OF SAID WILLIAMS TRACT AND THE NORTHEAST CORNER OF SAID SRE JOSHUA DEVELOPMENT TRACT AND IN THE WEST LINE OF WINDING CREEK SUBDIVISION, AN ADDITION TO THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, RECORDED IN VOLUME 8, PAGE 806, PLAT RECORDS, JOHNSON COUNTY. TEXAS

THENCE SOUTH 00°46'29" WEST, DEPARTING SAID SOUTH AND NORTH LINES AND CONTINUING ALONG AN EAST LINE OF SAID SRE JOSHUA DEVELOPMENT TRACT AND A WEST LINE OF SAID WINDING CREEK SUBDIVISION AND A WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO KTV CADD LP, RECORDED IN VOLUME 3445, PAGE 707, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS,

FOR A TOTAL DISTANCE OF 1224.72 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP FOUND FOR THE SOUTHEAST CORNER OF SAID SRE JOSHUA DEVELOPMENT TRACT AND IN THE NORTH RIGHT OF WAY LINE OF FARM TO MARKET ROAD NUMBER 917, AN 80 FOOT WIDE RIGHT OF WAY;

THENCE NORTH 89°33'59" WEST, DEPARTING SAID EAST AND WEST LINES AND CONTINUING ALONG A SOUTH LINE OF SAID SRE JOSHUA DEVELOPMENT TRACT AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 796.39 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 6115.75 FEET A CENTRAL ANGLE OF 02°58'45", AND A CHORD OF 317.95 FEET BEARING SOUTH 88°51'18" WEST;

THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 317.99 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

SOUTH 86°37'23" WEST, CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 75.20 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

SOUTH 87°11'53" WEST, CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 679.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID SRE JOSHUA DEVELOPMENT TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO

SKIP HO AND JULIANNA T.T. HO, RECORDED IN INSTRUMENT NUMBER 2010-18170, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 00°22'11" EAST, ALONG A WEST LINE OF SAID SRE JOSHUA DEVELOPMENT TRACT AND THE EAST LINE OF SAID HO TRACT, AT A DISTANCE OF 1228.05 FEET PASS THE COMMON EAST CORNER OF SAID HO TRACT AND THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO STEPHEN WEATHERS, RECORDED IN VOLUME 1382, PAGE 710 DEED RECORDS, JOHNSON COUNTY, TEXAS, DEPARTING SAID EAST LINE OF THE HO TRACT AND CONTINUING ALONG THE EAST LINE OF SAID WEATHERS TRACT, FOR A TOTAL DISTANCE OF 1337.52 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

THENCE DEPARTING SAID EAST AND WEST LINES AND CONTINUING OVER AND ACROSS SAID SRE JOSHUA DEVELOPMENT TRACT, THE FOLLOWING COURSES AND DISTANCES;

NORTH 89°41'03" EAST, A DISTANCE OF 130.82 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

NORTH 44°38'53" EAST, A DISTANCE OF 25.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.50 FEET A CENTRAL ANGLE OF

44°16'42", AND A CHORD OF 45.60 FEET BEARING SOUTH 67°29'28" EAST;

SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 46.75 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

SOUTH 89°37'49" EAST, A DISTANCE OF 239.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.50 FEET A CENTRAL ANGLE OF

08°50'20", AND A CHORD OF 9.32 FEET BEARING NORTH 85°57'01" EAST;

NORTH 89°41'03" EAST, A DISTANCE OF 130.82 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

SOUTH 00°02'47" EAST, A DISTANCE OF 76.27 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

NORTH 89°57'13" EAST, A DISTANCE OF 241.22 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 53.616 ACRES, MORE OR LESS.

EXHIBIT B

(Mockingbird Hills Ph 2-JCSUD Approved Water Facilities Layout)

PLANS FOR THE CONSTRUCTION OF WATER, SANITARY SEWER, STORM DRAIN, PAVING, & GRADING TO SERVE MOCKINGBIRD HILLS, PHASE 2 JOSHUA, JOHNSON COUNTY, TEXAS



LOCATION MAP

SCALE: N.T.S.



PRELIMINARY
FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR
DESIGN REVIEW ONLY AND
ARE NOT INTENDED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSE. THEY ARE
PREPARED BY, OR UNDER
THE SUPERVISION OF:

RAYMOND GORDON 120043 06/09/2022
DATE OF PREPARED: 06/09/2022

OWNER/DEVELOPER
SRE JOSHUA DEV, LLC
P.O. BOX 939
817-426-3113
CONTACT: TCLLC@AOL.COM

PELTON
LAND SOLUTIONS
ENGINEER
PELTON LAND SOLUTIONS
11000 FRISCO ST., SUITE 400
FRISCO, TEXAS 75033
PHONE #: (469) 213-1800
TBPE FIRM NO. 12207

SHEET INDEX

SH. NO.	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES
3	FINAL PLAT
4	FINAL PLAT
5	OVERALL WATER PLAN
6	W-2 TXDOT ROAD CROSSING
7	OVERALL SEWER PLAN
8	SS-2 & SS-4 PROFILE
9	SS-5 PROFILE
10	SS-6 & SS-7 PROFILE
11	WATER DETAILS
12	WATER DETAILS
13	SANITARY SEWER DETAILS
14	SANITARY SEWER DETAILS
15	STREET C PLAN & PROFILE (0+00 - 8+00)
16	STREET C PLAN & PROFILE (8+00 - END)
17	STREET D PLAN & PROFILE (0+00 - 8+00)
18	STREET D PLAN & PROFILE (8+00 - END)
19	STREET E PLAN & PROFILE
20	STREET F PLAN & PROFILE
21	STREET G PLAN & PROFILE
22	STREET H PLAN & PROFILE
23	STREET I PLAN & PROFILE
24	STREET J PLAN & PROFILE (0+00 - 7+50)
25	STREET J PLAN & PROFILE (7+50 - END)
26	PAVING DETAILS - NCTCOG
27	PAVING DETAILS - TXDOT - PED-12A
28	PAVING DETAIL - TXDOT - TOP-2-2-18
29	LIGHTING, SIGNAGE & MARKINGS PLAN
30	GRADING PLAN
31	GRADING PLAN
32	GRADING PLAN
33	GRADING PLAN
34	EXISTING DRAINAGE AREA MAP
35	PROPOSED DRAINAGE AREA MAP
36	HYDRAULIC CALCULATIONS
37	SD-D
38	SD-E (0+00 - 8+50)
39	SD-E (8+50 - END)
40	SD-F (0+00 - 9+00)
41	SD-F (9+00 - END), SD-F3, SD-F5
42	SD-M
43	SD-N
44	SD-O
45	STORM LATERALS
46	DETENTION POND 2
47	DETENTION POND 3
48	STORM DETAILS - NCTCOG
49	STORM DETAILS - NCTCOG
50	STORM DETAILS - TXDOT
51	STORM DETAILS - TXDOT
52	EROSION CONTROL PLAN
53	EROSION CONTROL DETAILS
54	EROSION CONTROL DETAILS

JULY 2022

PLS PROJECT #: SRJ19001

MOCKINGBIRH HILLS, PHASE 2

FOURTH SUBMITTAL

PELTON
LAND SOLUTIONS

JOSHUA, JOHNSON COUNTY, TEXAS

OVERALL WATER PLAN

MOCKINGBIRH HILLS, PHASE 2

NO.	DATE	REVISION
5	08/11/2022	REVISED

REVIEWER NO.

DATE

PROJECT #

SHEET

REVISIONS

NO.

DATE

REVISION

1. REVISIONS TO THIS PLAN SHALL BE MADE BY A REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT. NO OTHER PERSON SHALL BE PERMITTED TO MAKE ANY CHANGES TO THIS PLAN. ANY CHANGES TO THIS PLAN SHALL BE MADE BY A REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT. NO OTHER PERSON SHALL BE PERMITTED TO MAKE ANY CHANGES TO THIS PLAN.

REVISIONS

NO.

DATE

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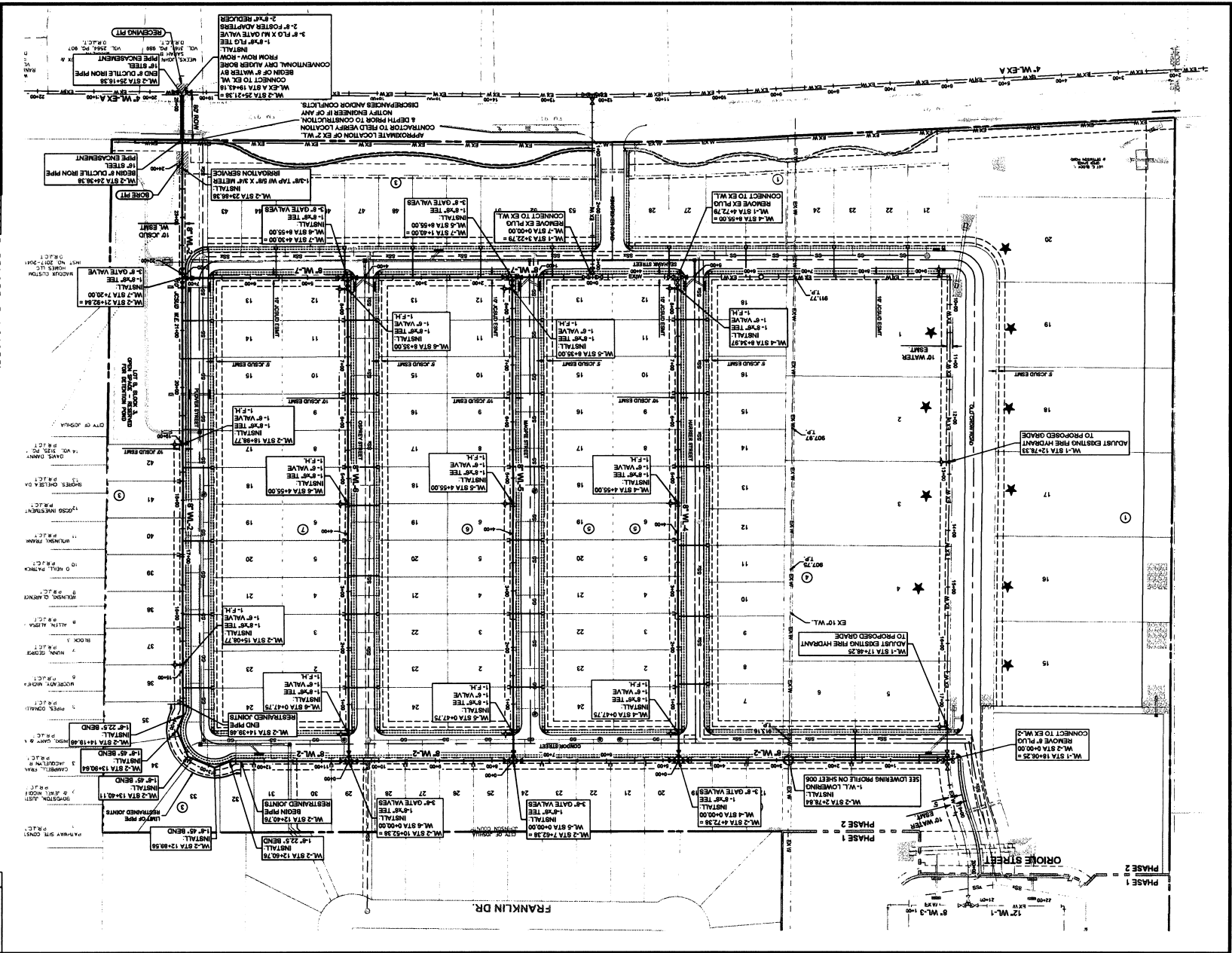
REVISIONS

NO.

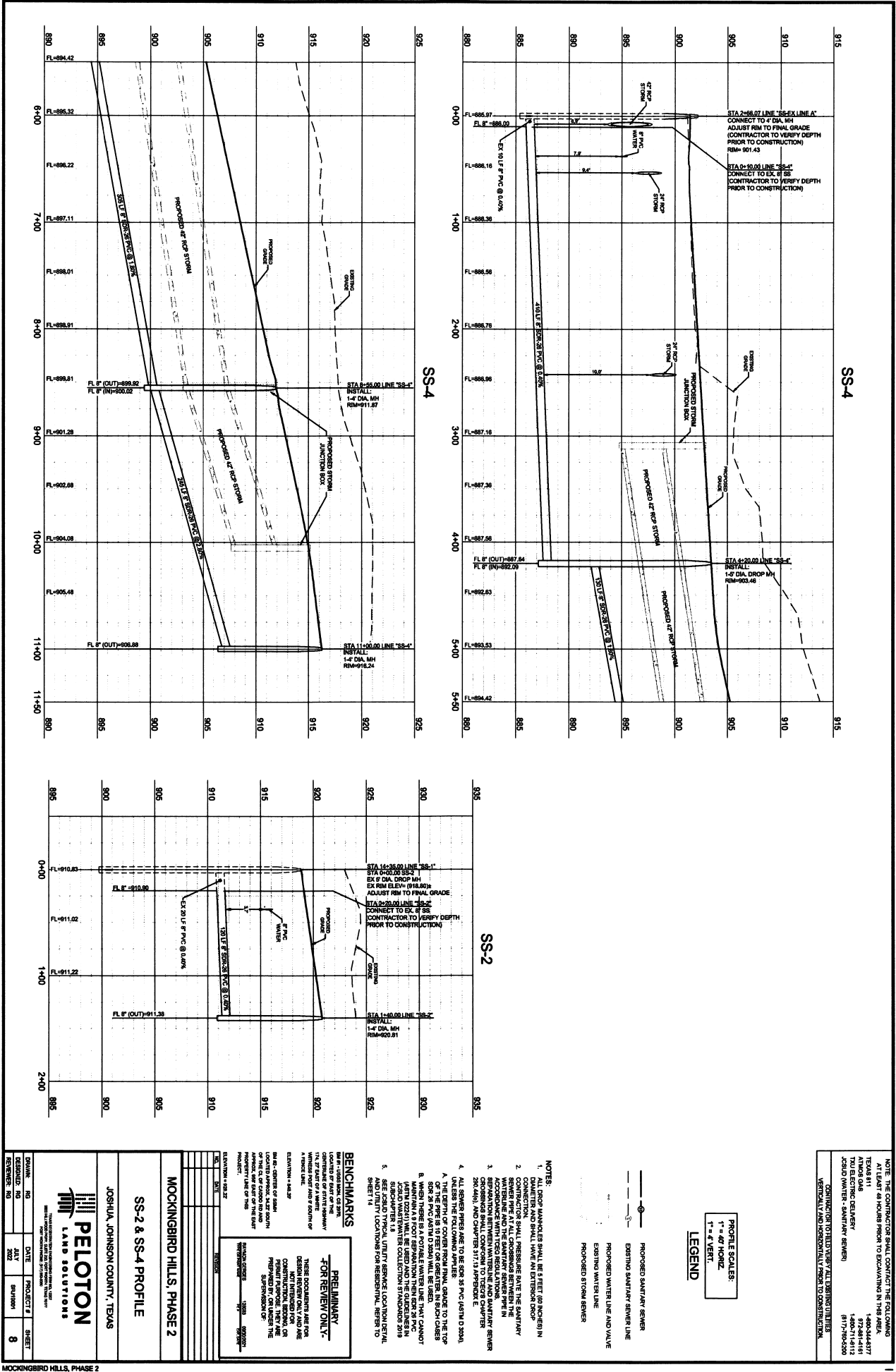
DATE

REVISION

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NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA.

TEXAS 811	1-800-244-4848
ATMOS O&B	872-481-1414
TXI ELECTRIC DELIVERY	1-800-714-4141
JCSUD (WATER - SANITARY SEWER)	(817)-760-6545

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

PROFILE SCALES
1" = 40' HORIZ.
1" = 4' VERT.

LEGEND

PROPOSED SANITARY SEWER
EXISTING SANITARY SEWER LINE
PROPOSED WATER LINE AND VALVE
EXISTING WATER LINE
PROPOSED STORM SEWER

- NOTES
1. THE FOLLOWING MANUSCRIPTS SHALL BE KEPT (2) ON INDEXES IN CHAPTERS AND SHALL HAVE AN EXTENSION COVER
2. CONNECTION
3. THE MANUSCRIPT SHALL PREPARE AFTER THE SANITARY REVIEW PER AT ALL CONNECTIONS BETWEEN THE SANITARY NETWORK AND THE SANITARY NETWORK, IN ACCORDANCE WITH THE TECHNICAL STANDARDS
4. THE CONNECTION BETWEEN THE SANITARY NETWORK AND THE SANITARY NETWORK SHALL BE KEPT (2) ON INDEXES IN CHAPTERS AND SHALL HAVE AN EXTENSION COVER
5. THE CONNECTION BETWEEN THE SANITARY NETWORK AND THE SANITARY NETWORK SHALL BE KEPT (2) ON INDEXES IN CHAPTERS AND SHALL HAVE AN EXTENSION COVER

BENCHMARKS

THE 100 LARGEST U.S. BANKS
CENTRALIZED OR STATE-HEAVILY
FINANCED
17% OF EAST OF A MOUNTAIN
A STATE BANK
ELEVATION TO 84,579
THE EAST, SOUTH OF ASHLEY
LOCATED APPROX. 3,422 SOUTH
OF THE CL. OF CALICO ROAD AND
APPROX. 500 EAST OF THE EAST
PROPERTY LINE OF THIS
SECTION.

**PRELIMINARY
-FOR REVIEW ONLY-**

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THESE DOCUMENTS ARE
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SUPERVISION OF

ARCHITECTS
1985
10/10/85

MOCKINGBIRD HILLS, PHASE 2

SS-2 & SS-4 PROFILE

JOSHUA, JOHNSON COUNTY, TEXAS



DRAWN: RG	DATE	PROJECT #	SHEET
DESIGNED: RG	JULY 2022	SPJ10001	8
REVIEWER: RG			

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-368-6377
ATMOS GAS	872-681-4161
TXU ELECTRIC DELIVERY	1-800-711-8112
JCSUD (WATER - SANITARY SEWER)	(817)-780-6200

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

PROFILE SCALES:
1" = 40' HORIZ.
1" = 4' VERT.

LEGEND

- PROPOSED SANITARY SEWER
- - - EXISTING SANITARY SEWER LINE
- - - PROPOSED WATER LINE AND VALVE
- - - EXISTING WATER LINE
- - - PROPOSED STORM SEWER

NOTES:

- ALL DROP MANHOLES SHALL BE 5 FEET (60 INCHES) IN DIAMETER AND SHALL HAVE AN EXTERIOR DROP CONNECTION.
- CONTRACTOR SHALL PRESURE RATE THE SANITARY SEWER PIPE AT ALL CROSSINGS BETWEEN THE WATERLINE AND THE SANITARY SEWER PIPE IN ACCORDANCE WITH TCEQ REGULATIONS.
- SEPARATION BETWEEN WATERLINE AND SANITARY SEWER CROSSINGS SHALL CONFORM TO TCEQ'S CHAPTER 290.44(a), AND CHAPTER 317.13 APPENDIX E.
- ALL SEWER PIPES ARE TO BE SDR 35 PVC (ASTM D 3034), UNLESS THE FOLLOWING APPLIES:
 - THE DEPTH OF COVER FROM FINAL GRADE TO THE TOP OF THE PIPE IS 10 FEET OR GREATER. IN SUCH CASES SDR 26 PVC (ASTM D 3034) WILL BE USED.
 - WHEN THERE IS A POTABLE WATER LINE THAT CANNOT MAINTAIN A 9 FOOT SEPARATION THEN SDR 26 PVC (ASTM D2241) WILL BE USED AND THE GUIDELINES IN JCOLD WASTEWATER COLLECTION STANDARDS 2019 SUBCHAPTER 1.8
- SEE JCOLD TYPICAL UTILITY SERVICE LOCATION DETAIL AND UTILITY LOCATIONS FOR RESIDENTIAL. REFER TO SHEET 14

BENCHMARKS

BM #1 - LARGE MON. CS SPT.
LOCATED 57' EAST OF THE
CENTERLINE OF STATE HIGHWAY
17A, 27' EAST OF A WHITE
WITNESS POST AND 9' SOUTH OF
A FENCE LINE.

ELEVATION = 848.27
BM #2 - CENTER OF 60" DIAM.
LOCATED APPROX. 34.22' SOUTH
OF THE CL OF CAJADO RD AND
APPROX. 586' EAST OF THE EAST
PROPERTY LINE OF THIS
PROJECT.

ELEVATION = 829.22

DATE: 06/03/2024

TIME: 10:00 AM

BY: [Signature]

DATE: 06/03/2024

TIME: 10:00 AM

BY: [Signature]

DATE: 06/03/2024

TIME: 10:00 AM

BY: [Signature]

DATE: 06/03/2024

TIME: 10:00 AM

BY: [Signature]

DATE: 06/03/2024

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NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
AT&T/GS GAS	972-981-4161
TXU ELECTRIC DELIVERY	1-800-711-8112
JCSUD (WATER - SANITARY SEWER)	(817)-760-8200

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

PROFILE SCALES:
1" = 40' HORIZ.
1" = 4' VERT.

LEGEND

- PROPOSED SANITARY SEWER
- - - EXISTING SANITARY SEWER LINE
- - - PROPOSED WATER LINE AND VALVE
- - - EXISTING WATER LINE
- - - PROPOSED STORM SEWER

NOTES:

- ALL DROP MANHOLES SHALL BE 5 FEET (60 INCHES) IN DIAMETER AND SHALL HAVE AN EXTERIOR DROP CONNECTION.
- CONTRACTOR SHALL PRESSURE RATE THE SANITARY SEWER PIPE AT ALL CROSSINGS BETWEEN THE WATERLINE AND THE SANITARY SEWER PIPE IN ACCORDANCE WITH TCEQ REGULATIONS.
- SEPARATION BETWEEN WATERLINE AND SANITARY SEWER CROSSINGS SHALL CONFORM TO TCEQ'S CHAPTER 290.44(e) AND CHAPTER 317.13 APPENDIX E.
- ALL SEWER PIPES ARE TO BE SDR 35 PVC (ASTM D 3034), UNLESS THE FOLLOWING APPLIES:
 - THE DEPTH OF COVER FROM FINAL GRADE TO THE TOP OF THE PIPE IS 10 FEET OR GREATER. IN SUCH CASES SDR 26 PVC (ASTM D 3034) WILL BE USED.
 - WHEN THERE IS A POTABLE WATER LINE THAT CANNOT MAINTAIN A 9 FOOT SEPARATION THEN SDR 26 PVC (ASTM D3241) WILL BE USED AND THE GUIDELINES IN JCSD WASTEWATER COLLECTION STANDARDS 2019 SUBCHAPTER 1.8
- SEE JCSD TYPICAL UTILITY SERVICE LOCATION DETAIL AND UTILITY LOCATIONS FOR RESIDENTIAL. REFER TO SHEET 14

BENCHMARKS

BM #1 - USGS MON. CS 3976,
LOCATED 57' EAST OF THE
CENTERLINE OF STATE HIGHWAY
174, 27' EAST OF A WHITE
WIRELESS POST AND 9' SOUTH OF
A FENCE LINE.
ELEVATION = 848.32

BM #2 - CENTER OF 8841
LOCATED APPROX. 34.22' SOUTH
OF THE CL OF CADDIS RD AND
APPROX. 166' EAST OF THE EAST
PROPERTY LINE OF THIS
PROJECT.
ELEVATION = 838.22

PRELIMINARY FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR
DESIGN REVIEW ONLY AND ARE
NOT INTENDED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSES. THEY ARE
PREPARED BY, OR UNDER THE
SUPERVISION OF:

RAYMOND GERRARD 120033 09/20/2021
WATER/SEWER 11/1/2021

NO.	DATE	REVISION

MOCKINGBIRD HILLS, PHASE 2

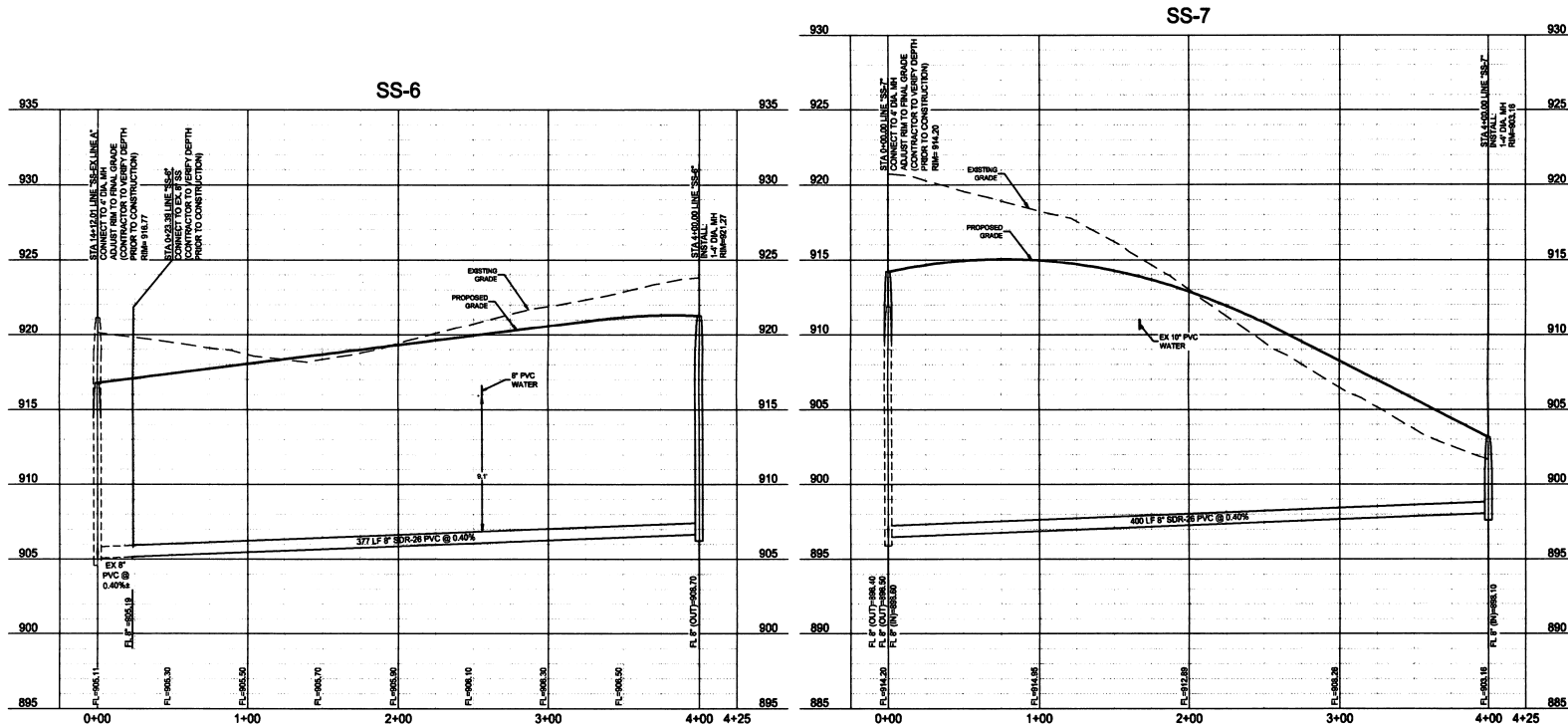
SS-6 & SS-7 PROFILE

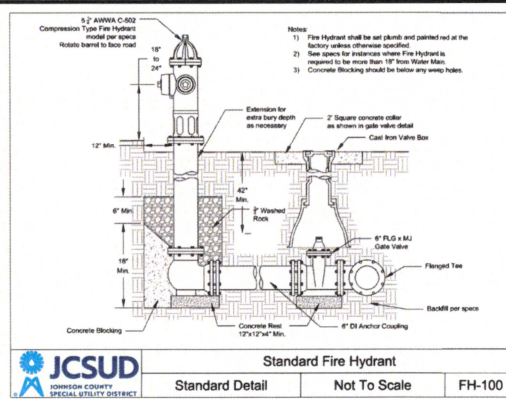
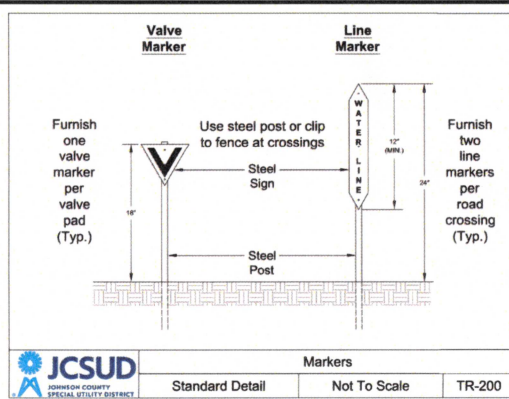
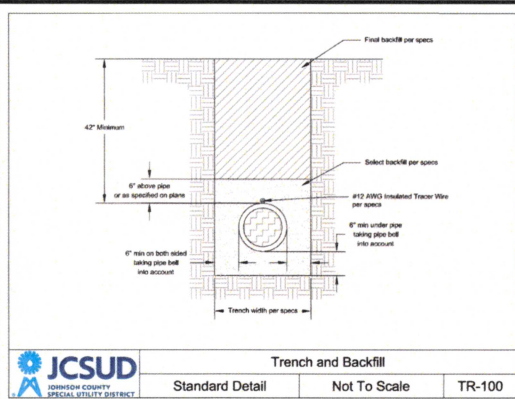
JOSHUA, JOHNSON COUNTY, TEXAS



14000 COLUMBIA DRIVE, SUITE 200, FORT WORTH, TEXAS 76104
817-335-1000 FAX 817-335-1001
WWW.PELOTONLANDSOLUTIONS.COM

DRAWN: RD	DATE: JULY 2022	PROJECT #	81710001	SHEET	10
DESIGNED: RD					
REVIEWER: RD					

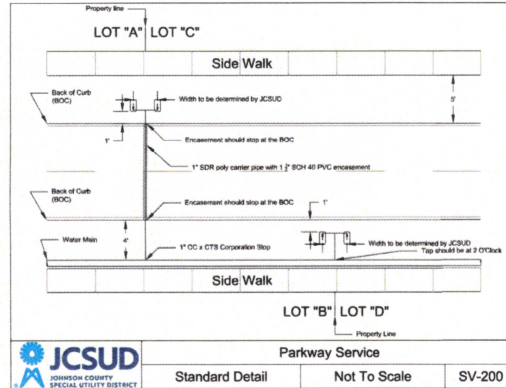
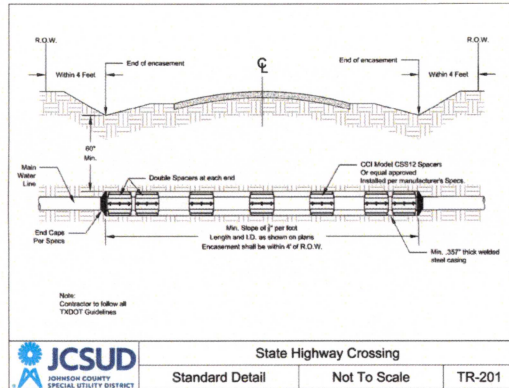
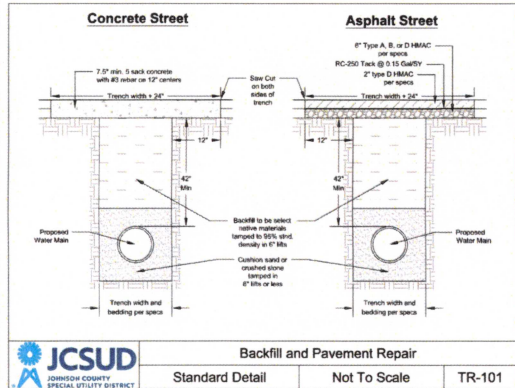




NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA.

TEXAS 811	1-800-344-8377
AT&T GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
JCSUD (WATER - SANITARY SEWER)	(817)-760-5200

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.



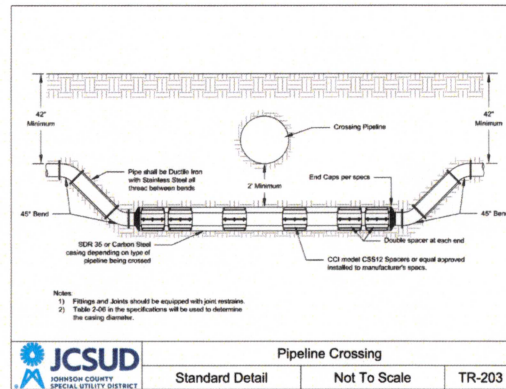
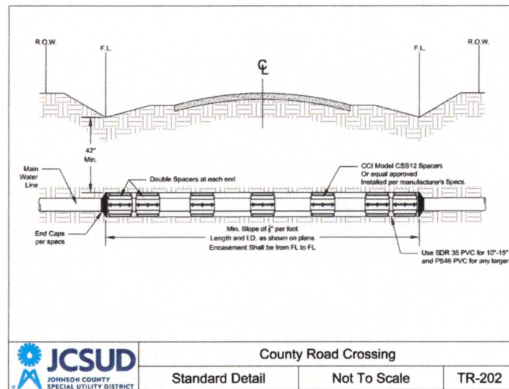
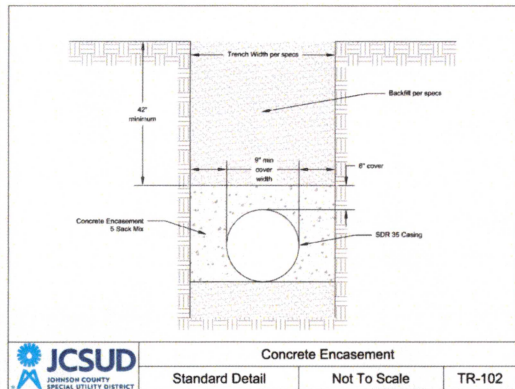
BENCHMARKS

BM #1 - UGGS MON. CR 2075,
LOCATED 17' EAST OF THE
CENTERLINE OF STATE HIGHWAY
174, 27' EAST OF A WHITE
WITNESS POST AND 9' SOUTH OF
A FENCE LINE.

ELEVATION = 848.20'

BM #2 - CENTER OF SSBH
LOCATED APPROX. 34.22' SOUTH
OF THE CL OF CADDO RD AND
APPROX. 846' EAST OF THE EAST
PROPERTY LINE OF THIS
PROJECT.

ELEVATION = 828.22'



MOCKINGBIRD HILLS, PHASE 2

WATER DETAILS

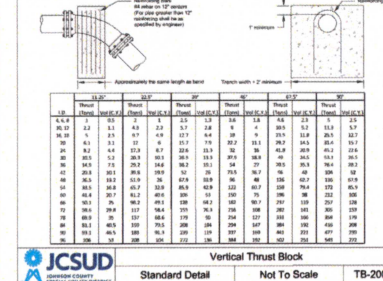
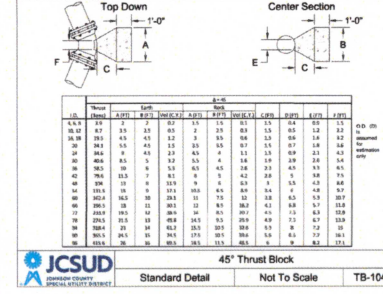
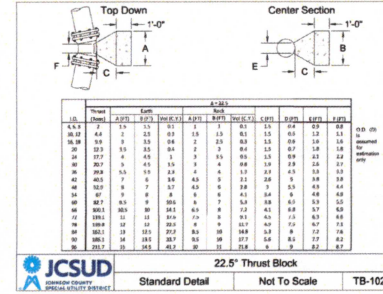
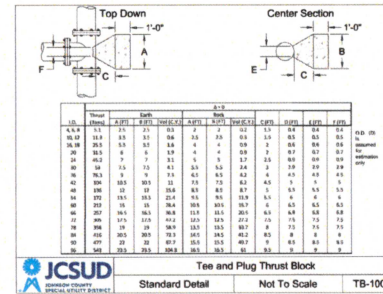
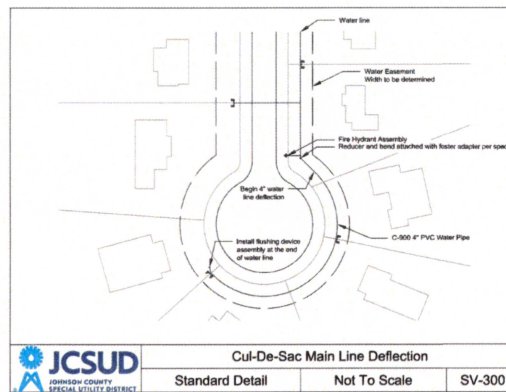
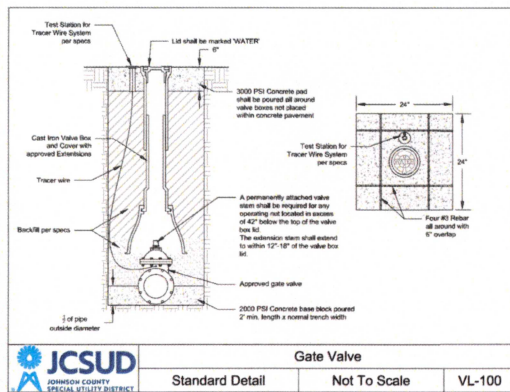
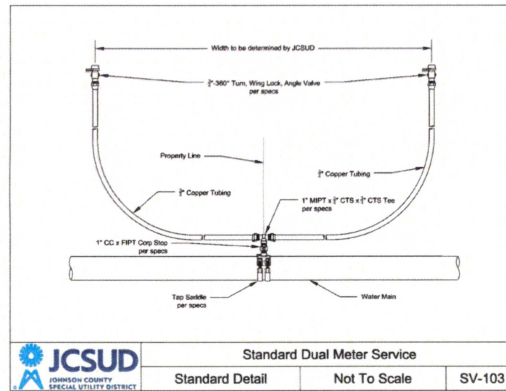
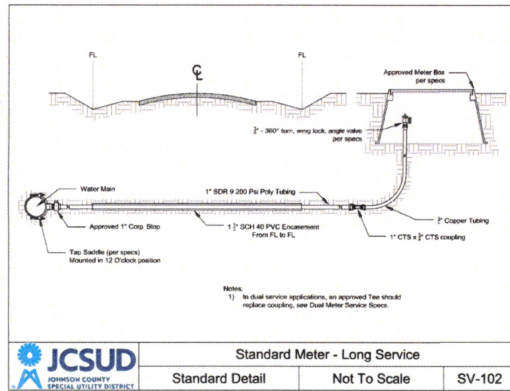
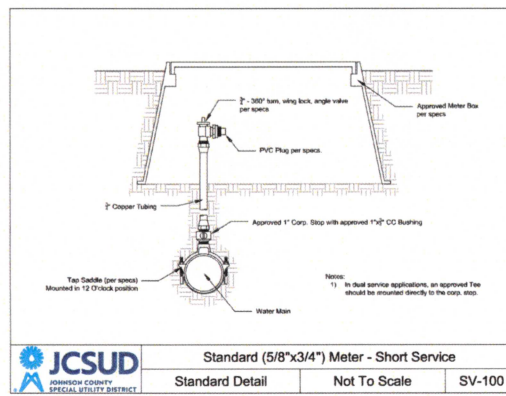
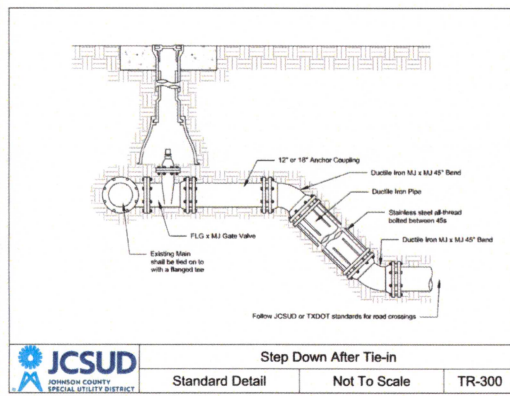
JOSHUA, JOHNSON COUNTY, TEXAS

PELTON
LAND SOLUTIONS

TEXAS REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. 10027
10027 HILLTOP DRIVE, SUITE 200, FORT WORTH, TEXAS 76117
FORTH WORTH, TEXAS 76117

NO.	DATE	REVISION

DRAWN: RG	DATE: JUL 7 2022	PROJECT #:	SHEET
DESIGNED: RG		SHJ10001	11
REVIEWER: RG			



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:
TEXAS 811 1-800-344-8377
ATMOS GAS 972-881-4161
TXU ELECTRIC DELIVERY 1-800-711-9112
JCSUD (WATER - SANITARY SEWER) (817)-760-6200

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

BENCHMARKS
BM #1 - USGS MON. CS 2676
LOCATED BY EAST OF THE CENTERLINE OF STATE HIGHWAY 17A, 27' EAST OF A WHITE WITNESS POST AND IF SOUTH OF A FENCE LINE.

ELEVATION = 848.37
BM #2 - CENTER OF 588W
LOCATED APPROX. 34.22' SOUTH OF THE CL OF CADDIS RD AND APPROX. 656' EAST OF THE EAST PROPERTY LINE OF THIS PROJECT.

NO.	DATE	REVISION

MOCKINGBIRD HILLS, PHASE 2

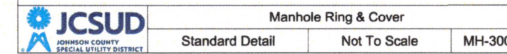
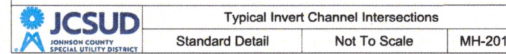
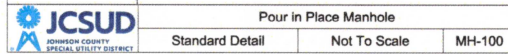
WATER DETAILS


JOSHUA, JOHNSON COUNTY, TEXAS

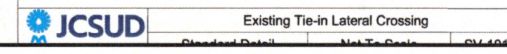
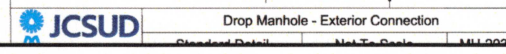
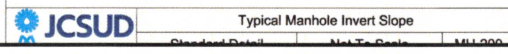
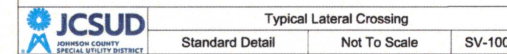
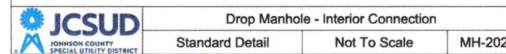
PELTON
LAND SOLUTIONS

TEXAS REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. 14203, PE (CIVIL) PE (WATER) PE (SEWER) PE (SANITARY)
1802 W. LINDEN PARK, SUITE 200, FORT WORTH, TEXAS 76117
FORTH.WORTH@PELTON.COM

DRAWN: RG	DATE: JUL 7, 2022	PROJECT #: SRJ19001	SHEET: 12
DESIGNED: RG			
REVIEWER: RG			



 JCSUD JOHNSON COUNTY SPECIAL UTILITY DISTRICT	Precast Manhole		
	Standard Detail	Not To Scale	MH-101



DRAWN: RG	DATE	PROJECT #	SHEET
DESIGNED: RG	JULY	SRJ19001	13
REVIEWER: RG	2022		

INTERLOCAL AGREEMENT – JCSUD AND THE CITY OF JOSHUA
REGARDING PLACEMENT OF JCSUD’S WATER AND WASTEWATER UTILITIES
WITHIN THE CITY OF JOSHUA’S RIGHT OF WAY FOR JOSHUA HIGHLANDS
ADDITION AND CR 909

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

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

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

WHEREAS, on or about [REDACTED], the City received plans for the water and wastewater utilities to be known as the Joshua Highlands Addition project (the “Improvements”), an overall wastewater facilities layout is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, JCSUD has approved the water and wastewater utilities to be known as the Joshua Highlands Addition project (the “Improvements”), water and wastewater facilities layout is attached hereto as Exhibit B and incorporated by reference; and

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

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

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

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

I. RELOCATION

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

II. REIMBURSEMENT

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

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

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

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

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

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

III. MAINTENANCE

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

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

IV. BENEFIT

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

V. MISCELLANEOUS

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

Johnson County Special Utility District
Attn. Peter Kampfer, General Manager
P.O. Box 1390
Joshua, TX 76058
(817) 760-5200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JOHNSON COUNTY SPECIAL UTILITY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

[SEAL]

CITY OF JOSHUA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

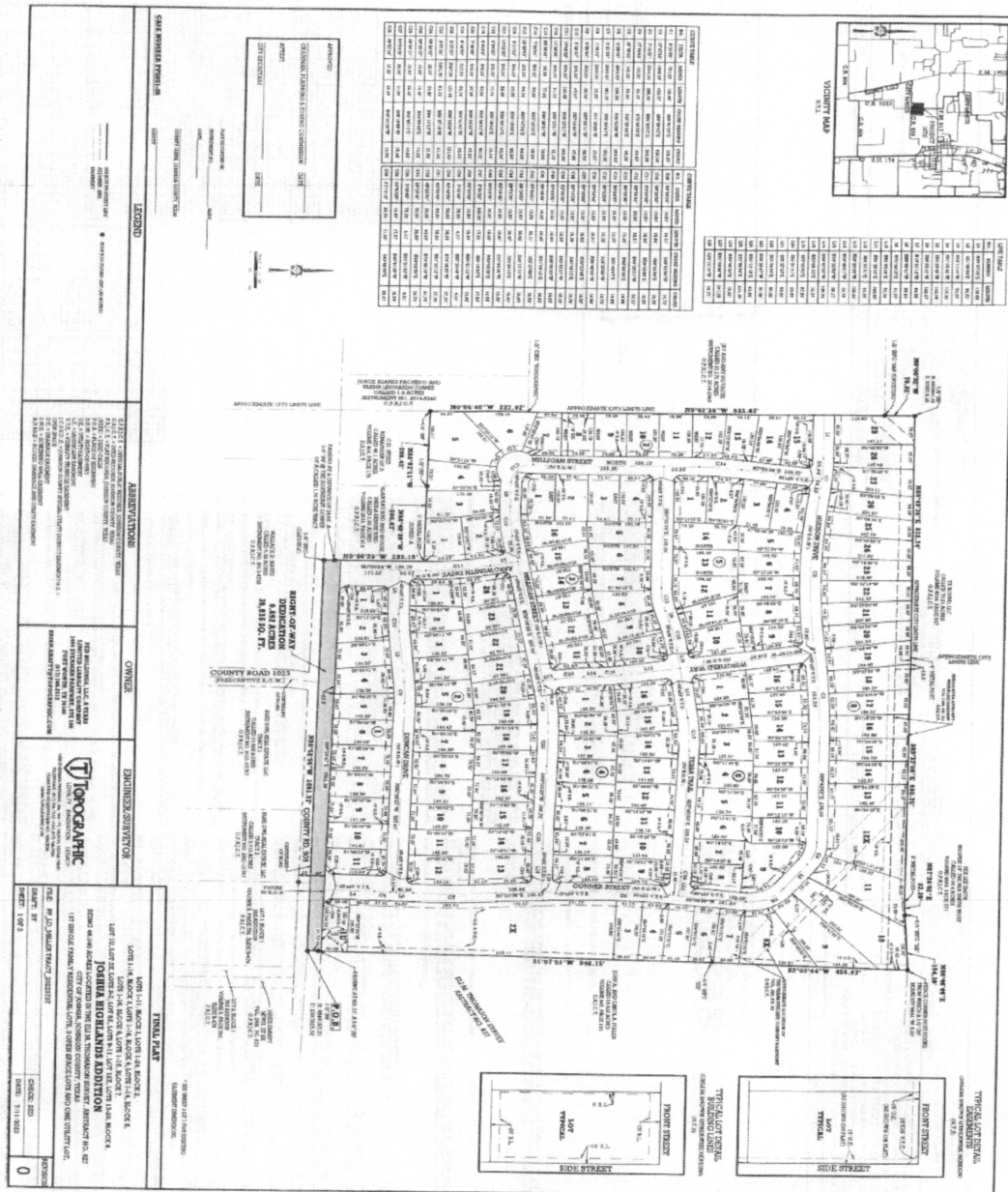
ATTEST:

Name: _____

[SEAL]

EXHIBIT A

(Overall Joshua Highlands Layout)



LOT TABLE

LOT	AREA	ACRES
1	0.10	0.10
2	0.10	0.10
3	0.10	0.10
4	0.10	0.10
5	0.10	0.10
6	0.10	0.10
7	0.10	0.10
8	0.10	0.10
9	0.10	0.10
10	0.10	0.10
11	0.10	0.10
12	0.10	0.10
13	0.10	0.10
14	0.10	0.10
15	0.10	0.10
16	0.10	0.10
17	0.10	0.10
18	0.10	0.10
19	0.10	0.10
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21	0.10	0.10
22	0.10	0.10
23	0.10	0.10
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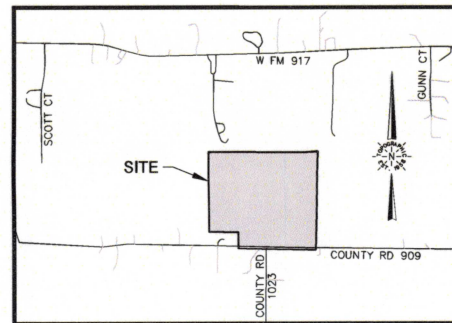
LOT TABLE

LOT	AREA	ACRES
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3	0.10	0.10
4	0.10	0.10
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6	0.10	0.10
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25	0.10	0.10
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27	0.10	0.10
28	0.10	0.10
29	0.10	0.10
30	0.10	0.10
31	0.10	0.10

EXHIBIT B

(Detailed Water and Wastewater Facilities Layout)

CIVIL CONSTRUCTION PLANS FOR JOSHUA HIGHLAND



VICINITY MAP
NOT TO SCALE

IN
JOSHUA, TEXAS
JOHNSON COUNTY

PERMIT SET
APRIL 2022

ENGINEER/SURVEYOR:

TOPOGRAPHIC LAND SURVEYORS
1400 EVERMAN PARKWAY, STE. 146
FORT WORTH, TEXAS 76140
CONTACT: COURTNEY COATES, P.E.
PHONE: 817-744-7512

OWNER:

PED HOLDING, LLC
1400 EVERMAN PARKWAY, STE. 146
FORT WORTH, TEXAS 76140
817-744-7512



1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 18409
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Sheet List Table

Sheet Number	Sheet Title
C1.0	COVER SHEET
	FINAL PLAT
	FINAL PLAT LOTS
C1.2	GENERAL NOTES
C2.1	PAVING PLAN & PROFILE
C2.2	PAVING PLAN & PROFILE
C2.3	PAVING PLAN & PROFILE
C2.4	PAVING PLAN & PROFILE
C2.5	PAVING PLAN & PROFILE
C2.6	PAVING PLAN & PROFILE
C2.7	PAVING PLAN & PROFILE
C2.8	PAVING PLAN & PROFILE
C2.9	PAVING PLAN & PROFILE
C3.1	GRADING PLAN
C3.2	GRADING PLAN
C3.3	GRADING PLAN
C3.4	GRADING PLAN
C4.1	PRE-DEVELOPMENT DRAINAGE MAP
C4.2	POST-DEVELOPMENT DRAINAGE MAP
C4.3	DRAINAGE CALCULATIONS
C4.4	DETENTION OUTFALL PLAN
C4.5	STORM DRAIN PLAN & PROFILE
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C4.8	STORM DRAIN PLAN & PROFILE
C4.9	STORM DRAIN PLAN & PROFILE
C4.10	STORM DRAIN PLAN & PROFILE
C5.1	WATER PLAN
C5.2	WATER PLAN
C5.3	WATER PLAN
C5.4	WATER PLAN
C6.1	SANITARY SEWER PLAN & PROFILE
C6.2	SANITARY SEWER PLAN & PROFILE
C6.3	SANITARY SEWER PLAN & PROFILE
C6.4	SANITARY SEWER PLAN & PROFILE
C6.5	SANITARY SEWER PLAN & PROFILE
C6.6	SANITARY SEWER PLAN & PROFILE
C6.7	SANITARY SEWER PLAN & PROFILE
C6.8	SANITARY SEWER PLAN & PROFILE
C6.9	SANITARY SEWER LIFT STATION PLAN
C6.10	SANITARY SEWER LIFT STATION PLAN SECTIONAL ELEVATION
C6.11	SANITARY SEWER LIFT STATION PLAN EXCAVATION
C6.12	SANITARY SEWER LIFT STATION PLAN ROAD & SIDEWALKS
C6.13	SANITARY SEWER LIFT STATION PLAN MISCELLANEOUS DETAILS
C6.14	SANITARY SEWER LIFT STATION PLAN MANHOLE
C6.15	FORCE MAIN PLAN & PROFILE
C6.16	FORCE MAIN PLAN & PROFILE
C6.17	FORCE MAIN PLAN & PROFILE
C6.18	FORCE MAIN PLAN & PROFILE
C7.1	EROSION CONTROL PLAN
C7.2	EROSION CONTROL PLAN
C8.1	STREETLIGHTING & LANDSCAPE PLAN
C8.2	FENCE DETAILS PLAN
C9.1	PAVING DETAILS
C9.2	STORM DETAILS
C9.3	STORM DETAILS
C9.4	WATER DETAILS
C9.5	SANITARY SEWER DETAILS
C9.6	STREET LIGHT & TREE PROTECTION DETAILS
C9.7	SIGN INSTALLATION DETAIL
C9.8	SIGN BREAKAWAY DETAILS

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JOSHUA HIGHLANDS
JOSHUA, TEXAS

COVER SHEET

REVISION DESCRIPTION

NO. DATE



SHEET NO.

C1.0

\\SURVEYLAND_DEVELOPMENT\JOSHUA_PROPERTY\JOSHUA_HIGHLAND\SCALE\PLAN SHEETS\TOP- COVER.DWG 4/27/2022 11:42 AM JCC



SCALE: 1" = 80'

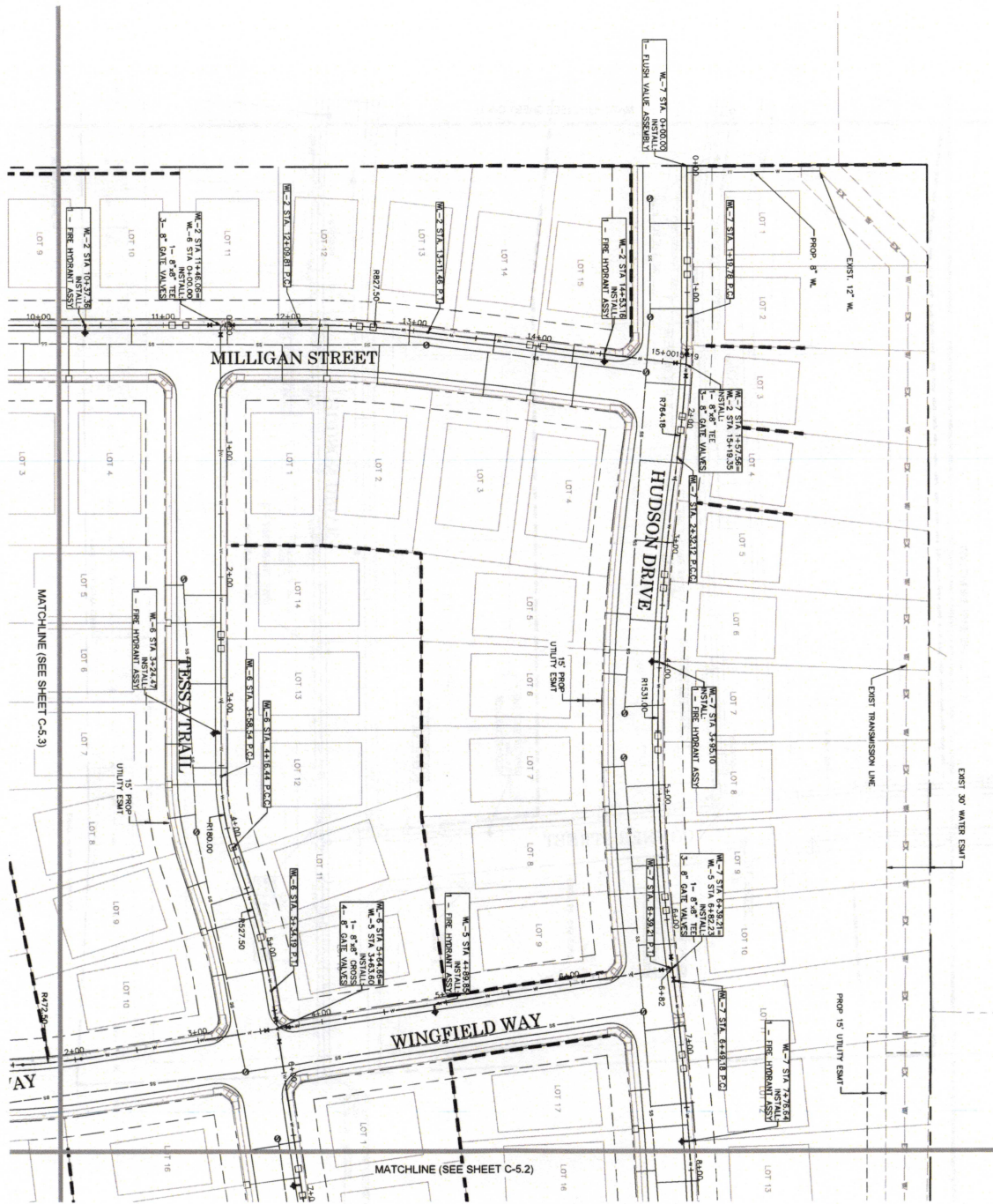
- UTILITY CONTACTS:

Public Works 1-817-336-1441
JCSUD 1-817-760-5200

[illegible]

GENERAL NOTES

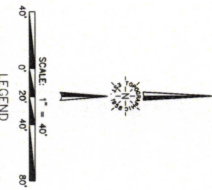


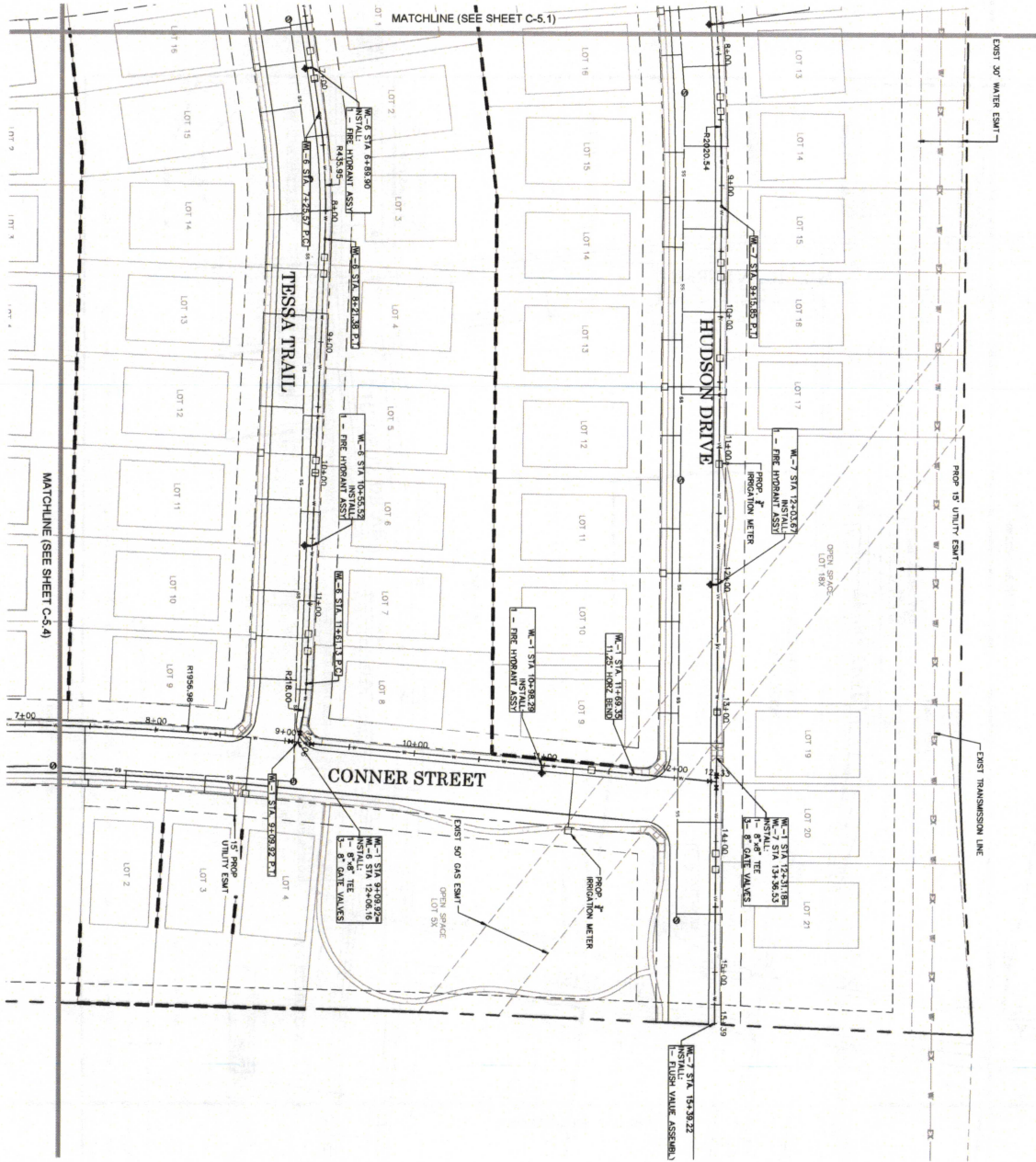


NOTE:
1. ALL EXISTING AND PROPOSED WATER LINE AND SANITARY SEWER
CHANGES SHALL BE SET 2 TO 3 FEET FROM EACH SIDE OF
PROPERTY LINE, AND 1 TO 2 FEET FROM THE PROPERTY.

LEGEND

- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED SEWER SERVICE
- PROPOSED STORM DRAIN LINE
- PROPOSED SEWER MANHOLE
- PROPOSED WATER SERVICE
- PROPOSED WATER LINE

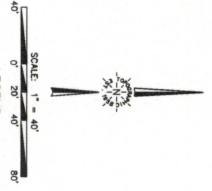




NOTE: EXISTING AND PROPOSED WATER LINE AND SANITARY SEWER LINE PARALLEL RUNS AND CROSSINGS SHALL BE PER TCCO. 1. PARALLEL RUNS SHALL BE 1 TO 3 FEET ON EACH SIDE OF PROPERTY LINE AND 1 TO 2 FEET IN THE PROPERTY.

LEGEND

- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED SEWER SERVICE
- PROPOSED SEWER MAINLINE
- PROPOSED SEWER LATERAL
- PROPOSED WATER SERVICE
- PROPOSED WATER MAINLINE
- PROPOSED WATER LATERAL



C5.2

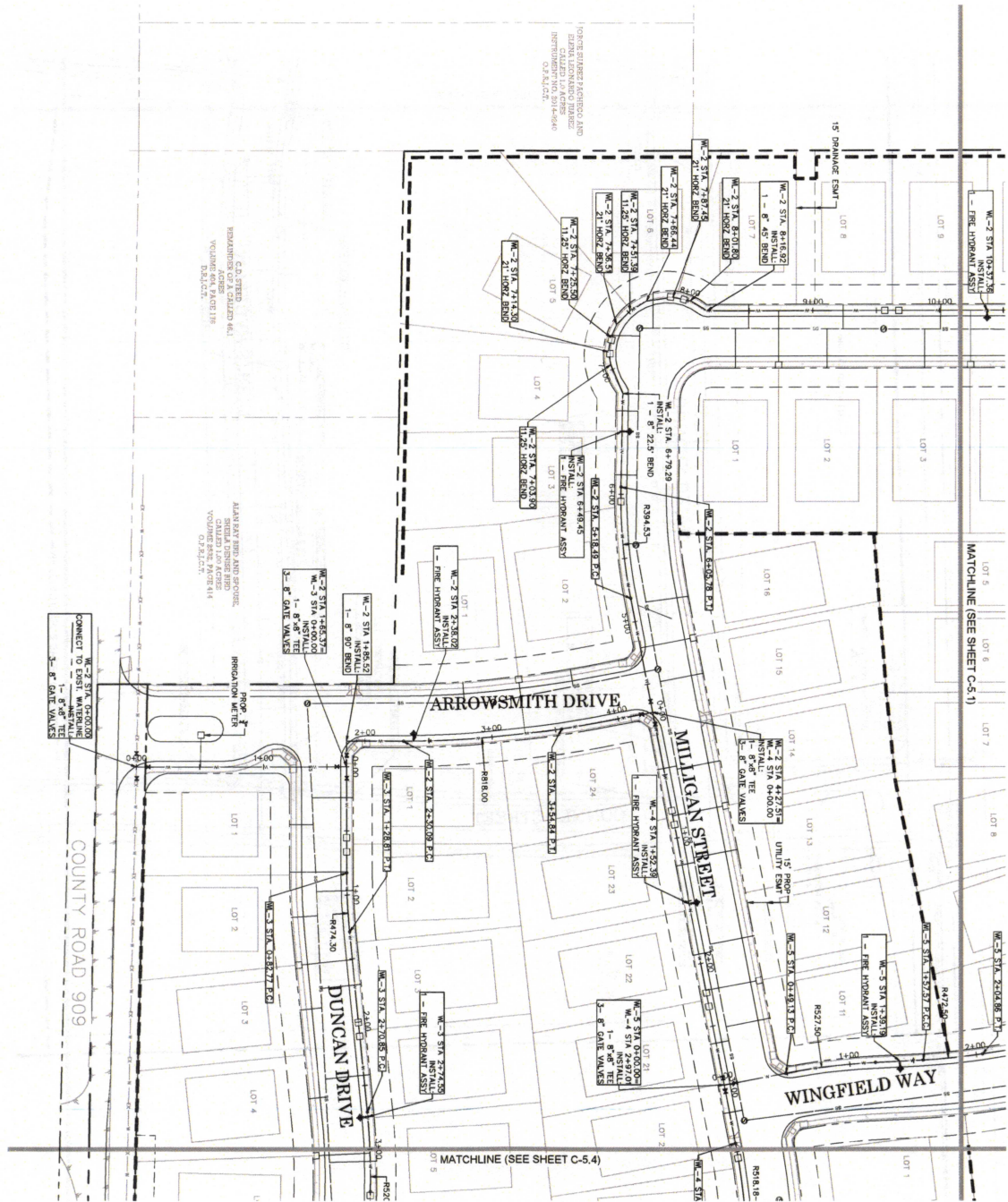


NO.	DATE	REVISION DESCRIPTION

JOSHUA HIGHLANDS
JOSHUA, TEXAS

WATER PLAN

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TEXAS FIRM REGISTRATION NO. 16409
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NOTES:
1. ALL EXISTING AND PROPOSED WATER LINE AND SANITARY SEWER LINE SHALL BE 15' DEEP AND CROSSINGS SHALL BE PER TCD
2. METERS SHOULD BE SET 2 TO 3 FEET ON EACH SIDE OF PROPERTY LINE AND 1 TO 2 FEET IN THE PROPERTY.

LEGEND

- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED SEWER SERVICE
- PROPOSED STORM DRAIN LINE
- PROPOSED SEWER MANHOLE
- PROPOSED WATER SERVICE
- PROPOSED WATER SERVICE
- PROPOSED WATER LINE

SCALE: 1" = 40'

40'
0'
20'
40'
80'

C5.3



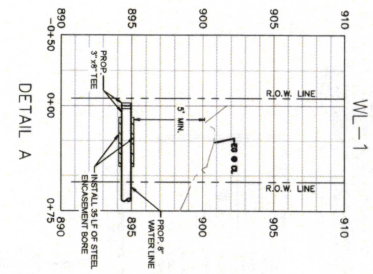
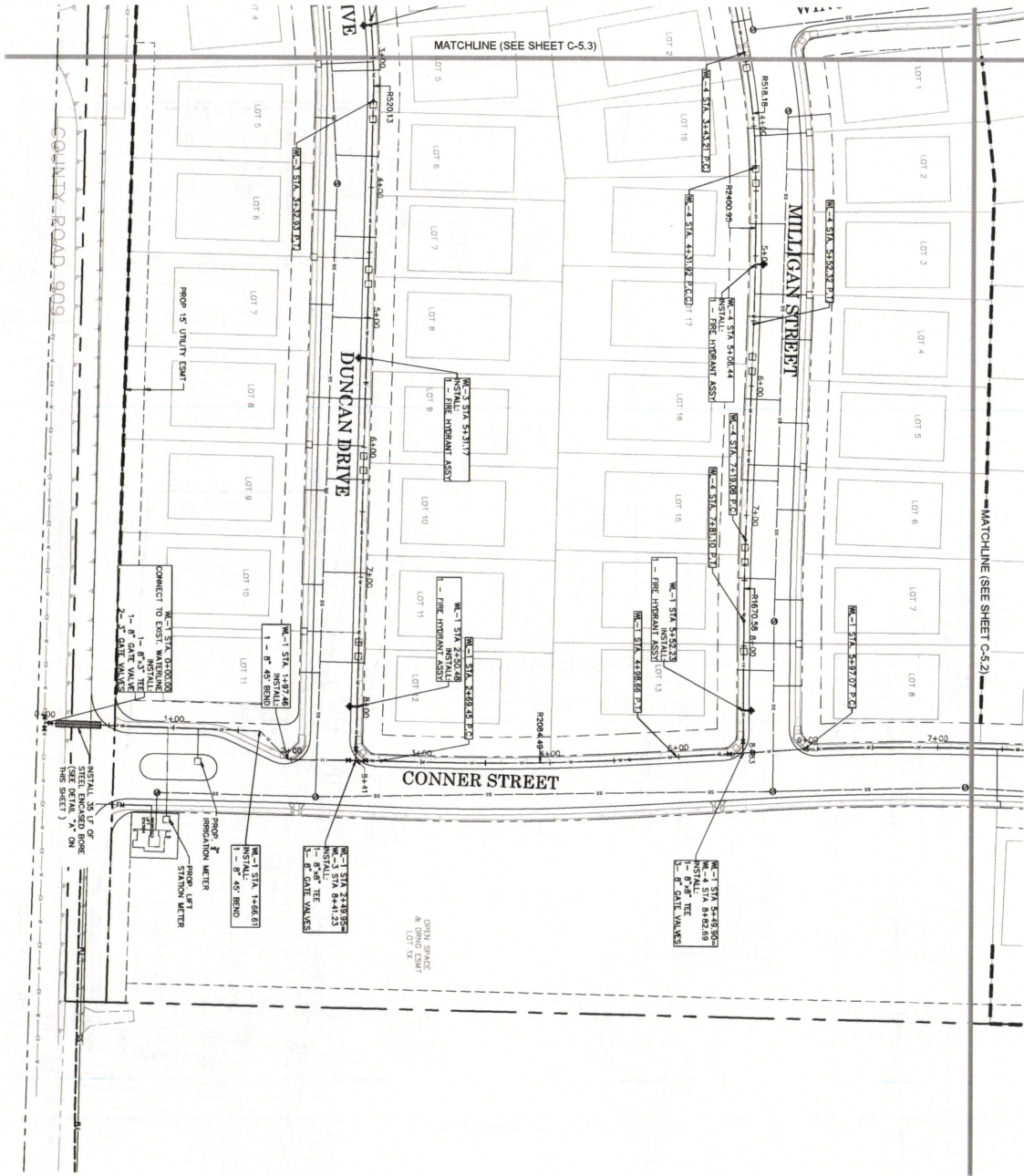
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JOSHUA HIGHLANDS
JOSHUA, TEXAS

WATER PLAN

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

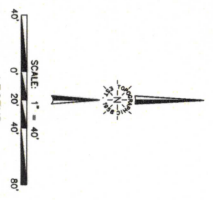
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NOTE: EXISTING AND PROPOSED WATER LINE AND SANITARY SEWER LINE SHALL BE 2 FEET TO 3 FEET ON EACH SIDE OF PROPERTY LINE AND 1 TO 2 FEET IN THE PROPERTY.

LEGEND

- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- PROPOSED WATER MAIN LINE
- PROPOSED WATER SERVICE
- PROPOSED WATER SERVICE
- PROPOSED WATER SERVICE
- PROPOSED WATER SERVICE



SHEET NO.
C5.4



NO.	DATE	REVISION DESCRIPTION

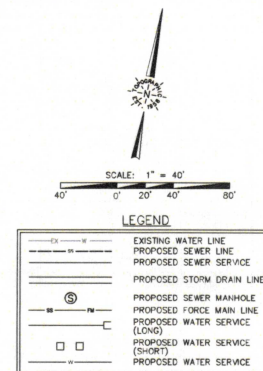
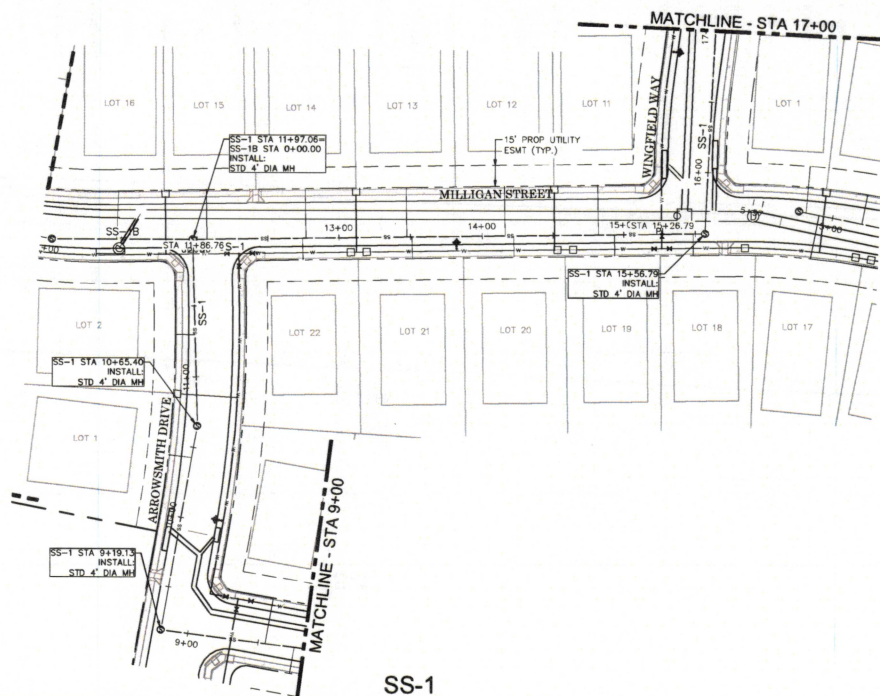
JOSHUA HIGHLANDS
JOSHUA, TEXAS

WATER PLAN

TOPOGRAPHIC
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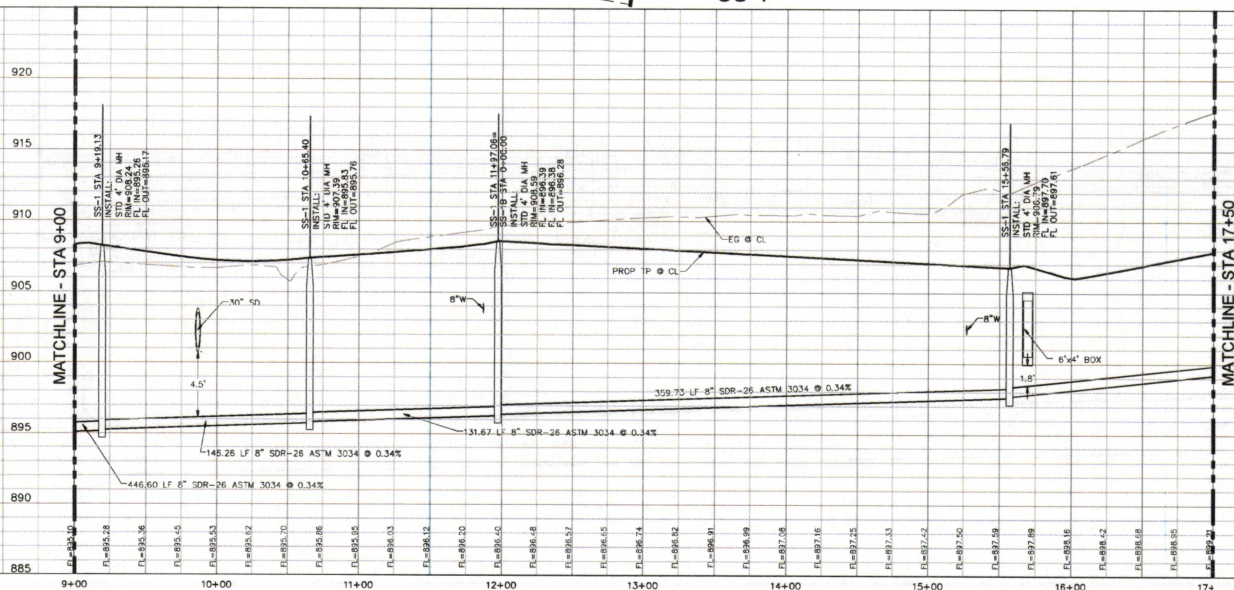
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- NOTE:
- SANITARY SEWER MAINS BETWEEN 0' & 10' SHALL BE SDR 35 ASTM 3034. MAINS OVER 10' SHALL BE SDR 26 ASTM 3034.
 - RULES WITHIN TCEC'S CHAPTER 217 SHALL BE FOLLOWED TO GOVERN THE SPACING FOR POTABLE WATER LINES.

SS-1



JOSHUA HIGHLANDS
JOSHUA, TEXAS

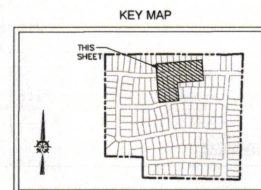
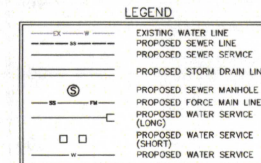
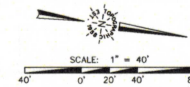
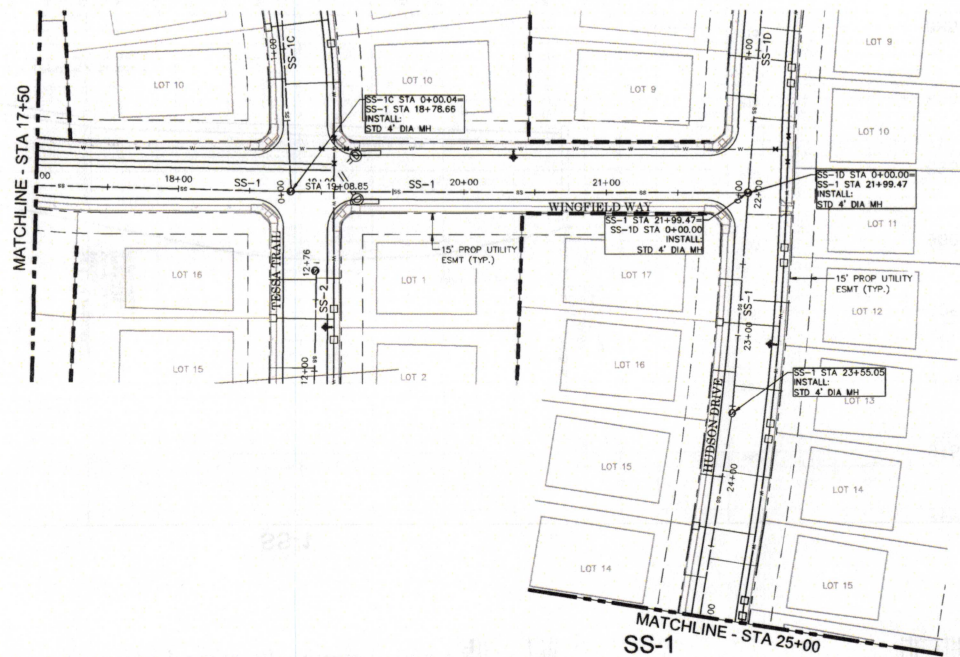
SANITARY SEWER PLAN & PROFILE

NO. DATE REVISION DESCRIPTION



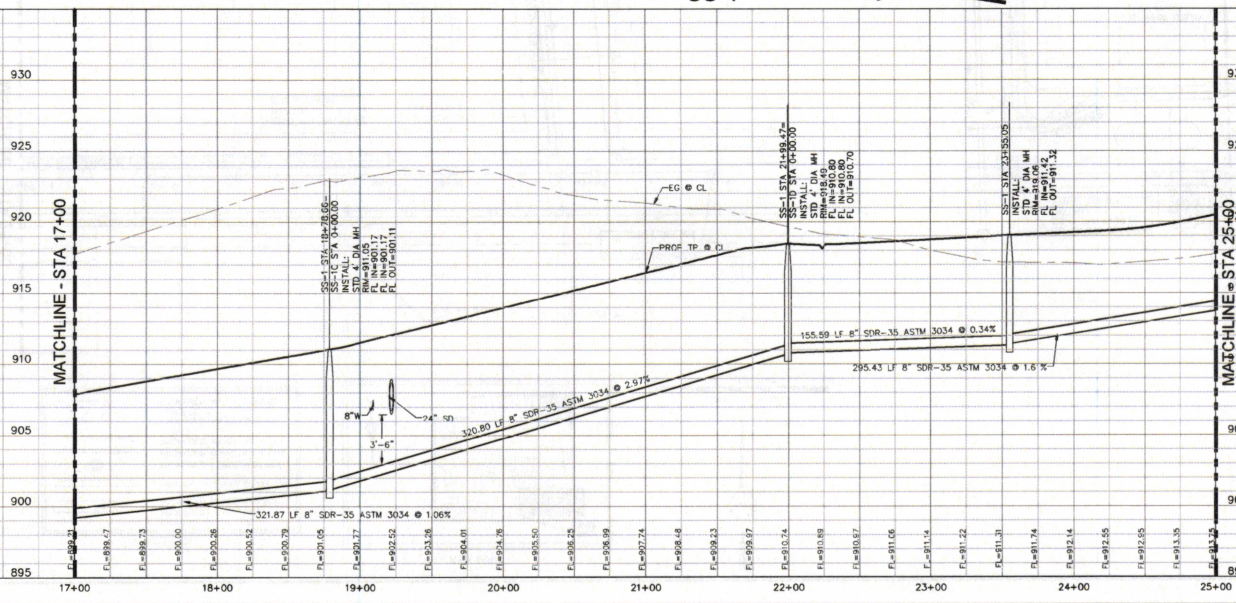
SHEET NO.

C6.2



NOTE:

- SANITARY SEWER MAINS BETWEEN 0' & 10' SHALL BE SDR 35 ASTM 3034. MAINS OVER 10' SHALL BE SDR 26 ASTM 3034.
- RULES WITHIN TCEQ'S CHAPTER 217 SHALL BE FOLLOWED TO GOVERN THE SPACING FROM POTABLE WATER LINES.



PROFILE SCALE
HORIZONTAL 1"=40'
VERTICAL 1"=4'

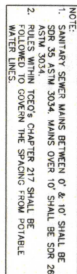
JOSHUA HIGHLANDS
JOSHUA, TEXAS

SANITARY SEWER PLAN & PROFILE

NO. DATE REVISION DESCRIPTION

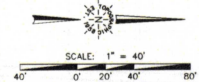
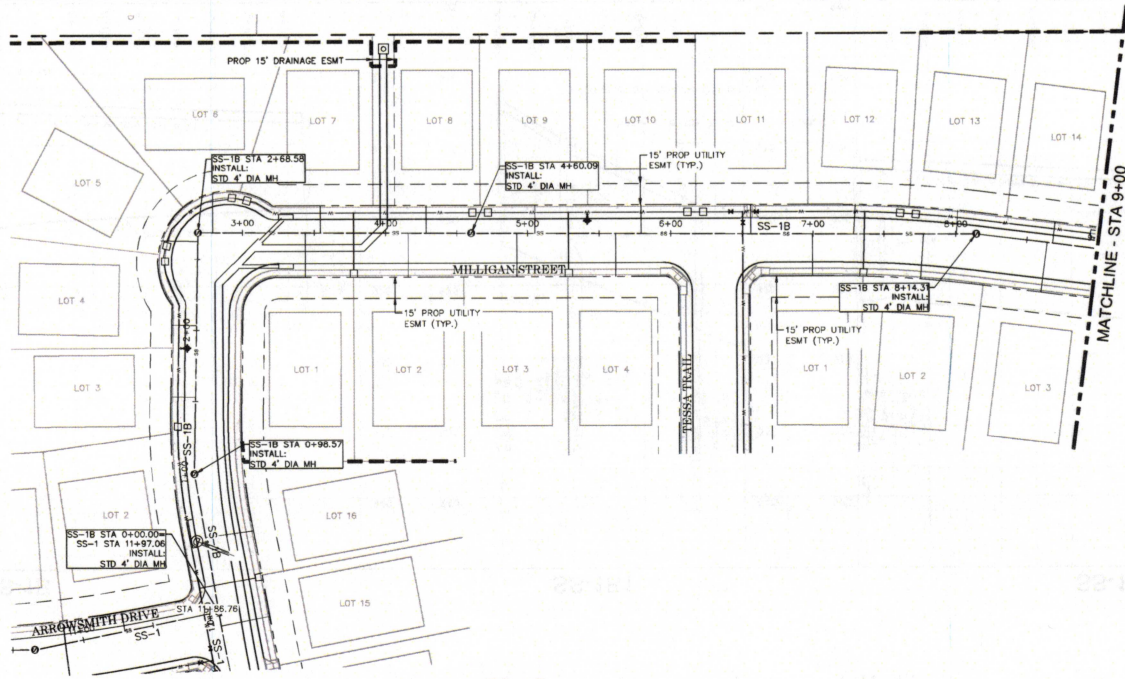


SHEET NO.
C6.3



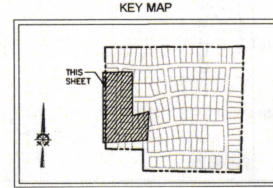
JOSHUA HIGHLANDS
JOSHUA, TEXAS

SANITARY SEWER PLAN & PROFILE



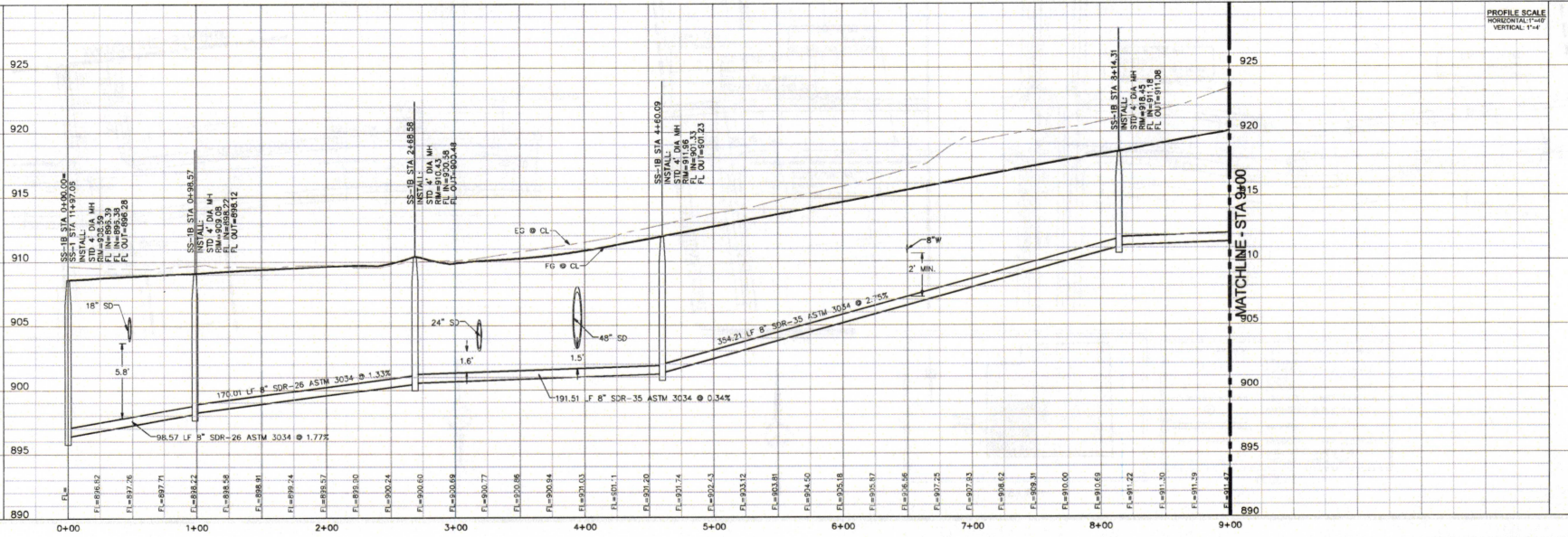
LEGEND

---	EXISTING WATER LINE
---	PROPOSED SEWER LINE
---	PROPOSED SEWER SERVICE
---	PROPOSED STORM DRAIN LINE
⊙	PROPOSED SEWER MANHOLE
⊠	PROPOSED FORCE MAIN LINE
---	PROPOSED WATER SERVICE (LONG)
---	PROPOSED WATER SERVICE (SHORT)
---	PROPOSED WATER SERVICE



NOTE:
 1. SANITARY SEWER MAINS BETWEEN 0' & 10' SHALL BE SDR 35 ASTM 3034. MAINS OVER 10' SHALL BE SDR 26 ASTM 3034.
 2. RULES WITHIN TCEQ'S CHAPTER 217 SHALL BE FOLLOWED TO GOVERN THE SPACING FROM POTABLE WATER LINES.

SS-1B

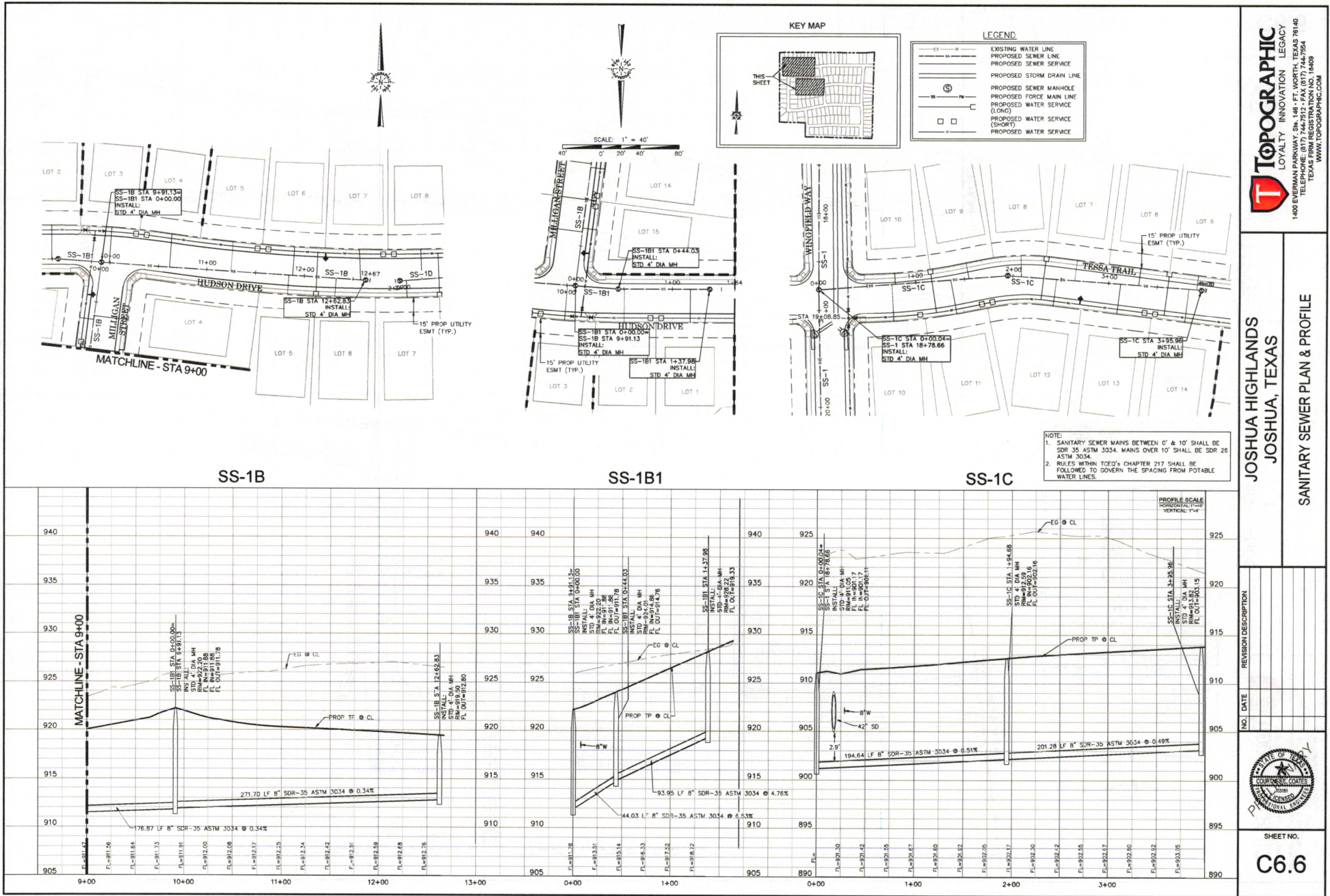


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JOSHUA HIGHLANDS
JOSHUA, TEXAS
SANITARY SEWER PLAN & PROFILE

NO.	DATE	REVISION DESCRIPTION

SHEET NO.
C6.5

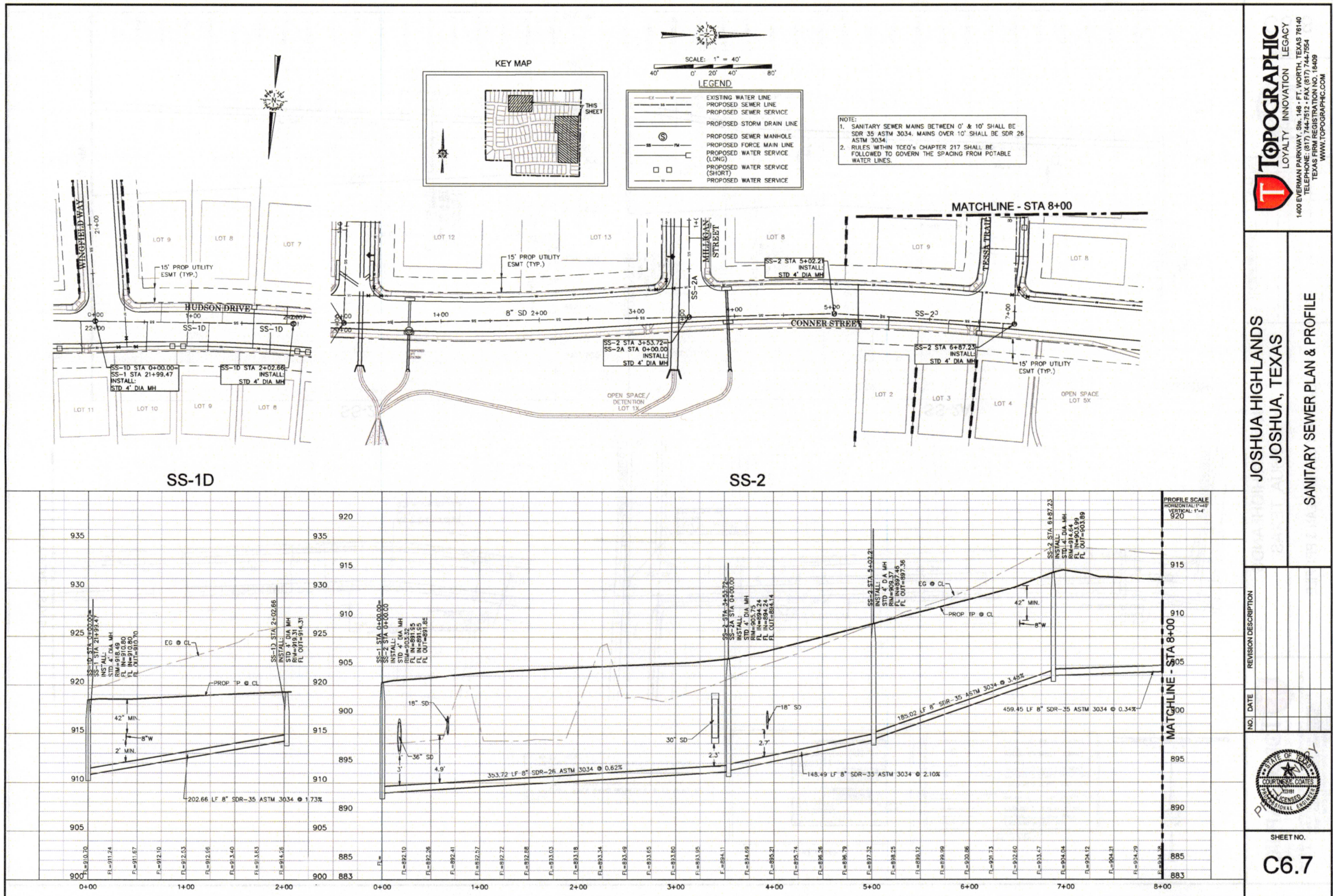


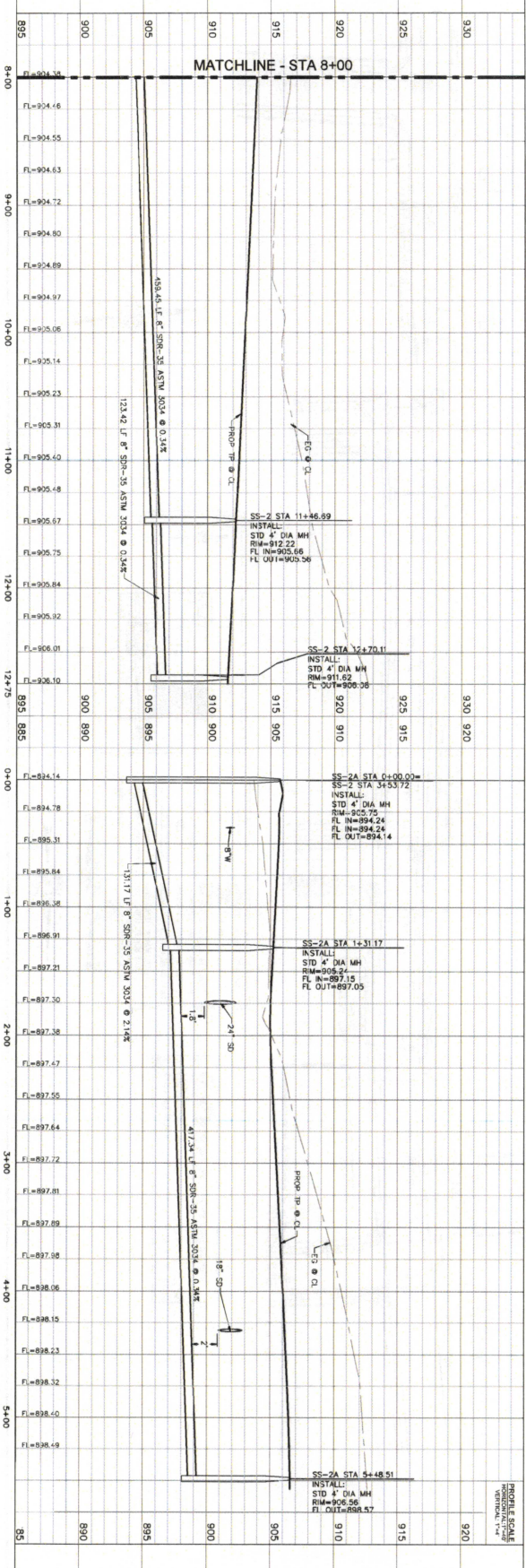
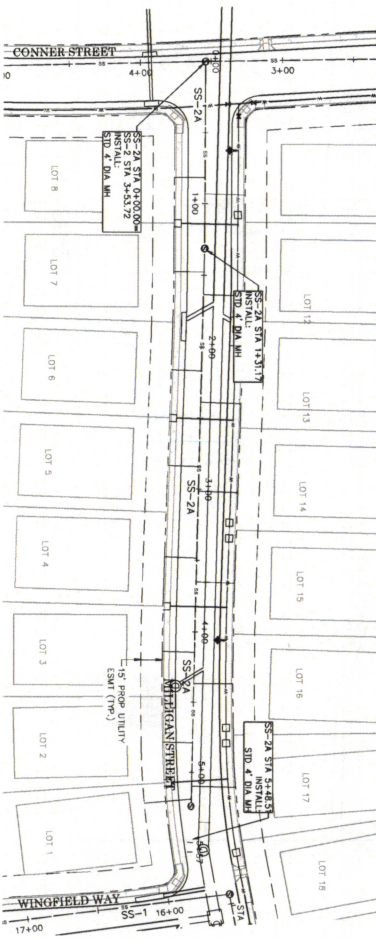
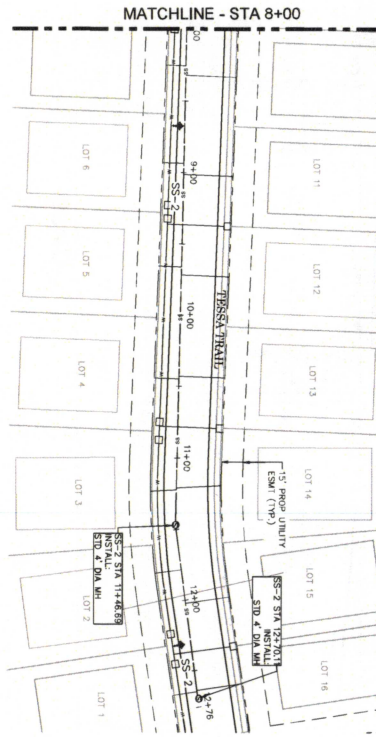
TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
1400 EVERMAN PARKWAY, SUITE 140 - FT. WORTH, TEXAS 76140
TELEPHONE: (817) 742-7512 - FAX: (817) 742-7554
WWW.TOPOGRAPHIC.COM

JOSHUA HIGHLANDS
JOSHUA, TEXAS
SANITARY SEWER PLAN & PROFILE

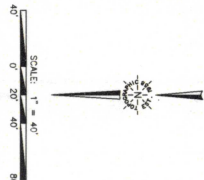
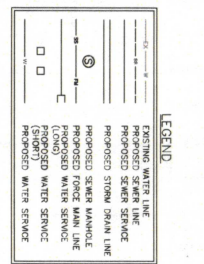
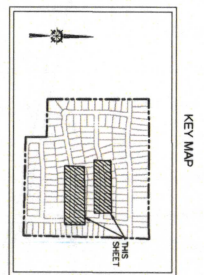


SHEET NO. C6.6





NOTE:
1. SANITARY SEWER MAINS BETWEEN 0' & 10' SHALL BE 8\"/>



NO.	DATE	REVISION DESCRIPTION

JOSHUA HIGHLANDS
JOSHUA, TEXAS

SANITARY SEWER PLAN & PROFILE

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 18409
WWW.TOPOGRAPHIC.COM

**City Council Agenda
August 18, 2022****Minutes Resolution****Action Item****Agenda Description:**

Discuss, consider, and possible action on issuance of a Tax Note in the amount of \$1,000,000 for expenses related to the land purchase, architectural design, engineering, or other related costs as needed.

Background Information:

Receive presentation from Andrew Freedman of Samco.

Financial Information:**Adopt Voter Approval M&O Rate and NO new Debt:**

Tax Year/Fiscal Year	M&O Rate	I&S Rate	Total Tax Rate
2021/2022	\$0.535994	\$0.175499	\$0.711493
2022/2023	\$0.522032	\$0.158792	\$0.680824
<i>Change</i>	<i>(\$0.013962)</i>	<i>(\$0.016707)</i>	<i>(\$0.030669)</i>

Adopt the Voter Approval M&O Rate and Issue Tax Note to Maintain Prior Year's Total Tax Rate

Tax Year/Fiscal Year	M&O Rate	I&S Rate	Total Tax Rate
2021/2022	\$0.535994	\$0.175499	\$0.711493
2022/2023	\$0.522032	\$0.189461	\$0.711493
<i>Change</i>	<i>(\$0.013962)</i>	<i>(\$0.016707)</i>	<i>\$0.000000</i>

City Contact and Recommendations:

(Insert Text Here)

Item 1.

Attachments:



**City Council Agenda
August 18, 2022**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a resolution proposing the adoption of a Ad Valorem Tax Rate for Fiscal Year 2023 and schedule a public hearing subject to all public hearing requirements of the Texas Property Tax Code.

Background Information:

The draft resolution is to set the proposed tax rate to publish for consideration. According to Section 26.05(d) of the Property Tax Code, the City is required to hold one public hearing and publish a newspaper ad if proposing to consider a tax rate that exceeds the no-new-revenue rate or voter approval rate, whichever is lower.

If the City Council votes to propose adopting the no-new-revenue rate, no public hearing is required.

The rate the City finally adopts can be lower than the proposed and published rate, but it cannot exceed it without undergoing the required posting requirements and timeframes.

PTC Section 26.05(d)

The governing body of a taxing unit other than a school district may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate calculated as provided by this chapter until the governing body has held a public hearing on the proposed tax rate and has otherwise complied with Section [26.06](#) and Section [26.065](#). The governing body of a taxing unit shall reduce a tax rate set by law or by vote of the electorate to the lower of the voter-approval tax rate or the no-new-revenue tax rate and may not adopt a higher rate unless it first complies with Section [26.06](#).

Section 26.06 is regarding Notice, Hearing, and Vote on Tax Increase requirements.

Section 26.065 is regarding Supplemental Notice of Hearing on Tax Rate Increase.

The approval of the resolution requires a record vote

Financial Information:

NA

City Contact and Recommendations:

Attachments:

1. Resolution

**CITY OF JOSHUA, TEXAS
RESOLUTION NO. 2022-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS PROPOSING THE ADOPTION OF A PROPOSED TOTAL AD VALOREM TAX RATE FOR FISCAL YEAR 2023 OF \$_____ PER \$100.00 OF ASSESSED VALUATION AND SCHEDULE A PUBLIC HEARING SUBJECT TO ALL PUBLIC HEARING REQUIREMENTS OF THE TEXAS PROPERTY TAX CODE.

WHEREAS, the City Council of the City of Joshua, Texas met and reviewed the proposed annual operating budget for Fiscal Year 2023 on this the 18th day of August 2022, and has hereby determined it to be in the best interest of the citizens of Joshua to propose a tax rate that does not exceeds the City's voter-approved revenue tax rate; and

WHEREAS, the City Council intends to consider and vote on the proposed total tax rate for Fiscal Year 2023 at a future meeting of the City Council following a public hearing if required by the Texas Property Tax Code.

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

- Section 1.** The above findings are hereby found to be true and correct and are incorporated herein in their entirety.
- Section 2.** The City Council of the City of Joshua, Texas hereby agrees to place on a future City Council Agenda a proposal to consider the adoption of a total ad valorem tax rate for Fiscal Year 2023 of \$0._____ per \$100.00 of assessed valuation. The item will be placed on the September 15, 2022 meeting agenda.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 18TH DAY OF AUGUST, 2022.

ATTEST:

Scott Kimble, Mayor

Alice Holloway, City Secretary

STATE OF TEXAS

§

COUNTY OF JOHNSON

§

§

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____, 2022, by and between the City of Joshua, Texas ("City"), and **William Snyder and Janet Snyder** ("Landowner," whether singularly or collectively). Landowner and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property ("Property") owned by Landowner, which Property consists of **3.1384 Acres** acres, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

to this any City requirements, Landowner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

4. All structures on the Property as of the date of execution of this Agreement ("Pre-Existing Structures") are found to be conforming structures, and the City shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Landowner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Landowner shall rebuild or reconstruct in accordance with the City's then-existing building and construction codes.

5. Nothing in this Agreement prohibits the use of the Property as it currently is used as of the date of execution of this Agreement. Further, Landowner may construct any accessory structure(s) in compliance with applicable City ordinances and codes.

6. This Agreement shall be effective as of the date of execution of this Agreement for a period of twenty (20) years, with a termination date of July 1, 2042, unless agreed to otherwise by the Parties in writing ("Term"). On or before the expiration of the Term, the Parties may meet to agree on any mutually agreeable extension of this Agreement for an additional Term. In the event that there is no extension of this Agreement for an additional Term, after the termination date of this Agreement, the City may annex the Property during the five (5) year period following the date of termination of this Agreement. During a five (5) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the sole discretion of the City and Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

7. The Parties agree that the City, in its sole discretion, shall determine whether Landowner is in compliance with this Agreement. The City and Landowner agree that the City, in its sole discretion, may initiate annexation proceedings for the Property if there is a violation of the terms of this Agreement or if Landowner requests annexation. In such event, Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

8. During the Term of this Agreement, in the event the Property is subdivided or Landowner files any development-related document for the Property with Johnson County or the City (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 4, above), this Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the City. Landowner agrees and acknowledges that if any plat or development-related document is filed in violation of this Agreement, or if Landowner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by Landowner, and the Property will be subject to annexation at the discretion of the City. Landowner agrees that such annexation shall be voluntary and Landowner hereby requests and irrevocably consents to such annexation.

9. This Agreement is assignable. If all or any portion of the Property is sold, transferred or otherwise conveyed, Landowner shall give written notice to the City within five (5) business days thereof, and provide the City with the name, address, telephone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land, shall be filed in the property records of Johnson County, Texas, and shall be binding on and inure to the benefit of Landowner's successors and assigns. In conjunction with the City's approval of this Agreement, Landowner shall pay to the City applicable filing, administrative and recording fees in the amount of \$75.00.

10. Except as provided for in this Agreement, the Parties agree that Landowner shall be bound and subject to all development and subdivision ordinances of the City. Any construction on the Property shall be in accordance with applicable ordinances and regulations of the City, now existing or in the future arising, including any and all uniform building and construction codes, as adopted by the City.

11. LANDOWNER HEREBY RELEASES THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS AGREEMENT.

12. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Johnson County, Texas.

13. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

15. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

16. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto. In the event there are more landowners than those who are signatories to this Agreement, the Landowner(s) who execute this Agreement acknowledge that he/she/they are executing this Agreement with the consent and full authority of any other landowner(s).

17. This Agreement may be only amended or altered by written instrument signed by the Parties.

18. Any controversy or claim arising from or relating to this Agreement, or a breach thereof (excluding any claim by Landowner in any way related to Paragraph 7 herein) shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Landowner and the City shall share the costs of mediation equally. The mediation shall be held in Joshua, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

19. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Each party represents this Agreement has been read by such party and that such party has had an opportunity to confer with its counsel.

21. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

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

23. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

CITY OF JOSHUA, TEXAS

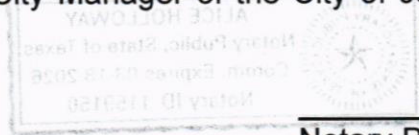
By: _____
Mike Peacock, City Manager

Date: _____

STATE OF TEXAS)

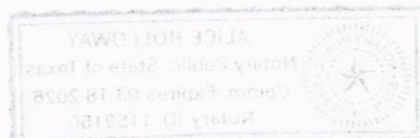
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua.



Notary Public, State of Texas

My Commission Expires:



LANDOWNER

By: _____

Date: August 9, 2022

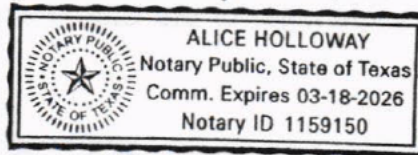
STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 2nd day of August, 2022, by
William Snyder.

Notary Public, State of Texas

My Commission Expires:

3-18-26

LANDOWNER

By: _____

Date: 8-9-2022

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 2nd day of August, 2022, by
Janet Snyder.

Notary Public, State of Texas

My Commission Expires:

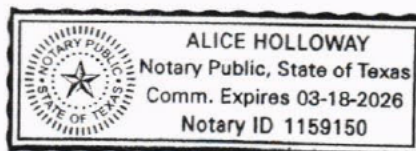
3-18-26

EXHIBIT A

Description of the Property

JCAD #: 126.3357.01075
Lot 7 PT Blk 1, Scarlet Oaks Addition PH II
3.1384 Land Acres

STATE OF TEXAS

§

COUNTY OF JOHNSON

§

§

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____, 2022, by and between the City of Joshua, Texas ("City"), and **Marcel Buerkler and Paola De La Torre** ("Landowner," whether singularly or collectively). Landowner and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property ("Property") owned by Landowner, which Property consists of **2.8643** acres, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

to this any City requirements, Landowner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

4. All structures on the Property as of the date of execution of this Agreement ("Pre-Existing Structures") are found to be conforming structures, and the City shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Landowner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Landowner shall rebuild or reconstruct in accordance with the City's then-existing building and construction codes.

5. Nothing in this Agreement prohibits the use of the Property as it currently is used as of the date of execution of this Agreement. Further, Landowner may construct any accessory structure(s) in compliance with applicable City ordinances and codes.

6. This Agreement shall be effective as of the date of execution of this Agreement for a period of twenty (20) years, with a termination date of July 1, 2042, unless agreed to otherwise by the Parties in writing ("Term"). On or before the expiration of the Term, the Parties may meet to agree on any mutually agreeable extension of this Agreement for an additional Term. In the event that there is no extension of this Agreement for an additional Term, after the termination date of this Agreement, the City may annex the Property during the five (5) year period following the date of termination of this Agreement. During a five (5) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the sole discretion of the City and Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

7. The Parties agree that the City, in its sole discretion, shall determine whether Landowner is in compliance with this Agreement. The City and Landowner agree that the City, in its sole discretion, may initiate annexation proceedings for the Property if there is a violation of the terms of this Agreement or if Landowner requests annexation. In such event, Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

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9. This Agreement is assignable. If all or any portion of the Property is sold, transferred or otherwise conveyed, Landowner shall give written notice to the City within five (5) business days thereof, and provide the City with the name, address, telephone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land, shall be filed in the property records of Johnson County, Texas, and shall be binding on and inure to the benefit of Landowner's successors and assigns. In conjunction with the City's approval of this Agreement, Landowner shall pay to the City applicable filing, administrative and recording fees in the amount of \$75.00.

10. Except as provided for in this Agreement, the Parties agree that Landowner shall be bound and subject to all development and subdivision ordinances of the City. Any construction on the Property shall be in accordance with applicable ordinances and regulations of the City, now existing or in the future arising, including any and all uniform building and construction codes, as adopted by the City.

11. LANDOWNER HEREBY RELEASES THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS AGREEMENT.

12. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Johnson County, Texas.

13. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

15. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

16. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto. In the event there are more landowners than those who are signatories to this Agreement, the Landowner(s) who execute this Agreement acknowledge that he/she/they are executing this Agreement with the consent and full authority of any other landowner(s).

17. This Agreement may be only amended or altered by written instrument signed by the Parties.

18. Any controversy or claim arising from or relating to this Agreement, or a breach thereof (excluding any claim by Landowner in any way related to Paragraph 7 herein) shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Landowner and the City shall share the costs of mediation equally. The mediation shall be held in Joshua, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

19. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Each party represents this Agreement has been read by such party and that such party has had an opportunity to confer with its counsel.

21. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

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

23. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

CITY OF JOSHUA, TEXAS

By: _____
Mike Peacock, City Manager

Date: _____

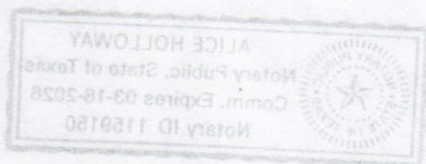
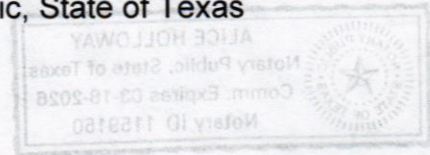
STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua.

Notary Public, State of Texas

My Commission Expires:



LANDOWNER

By: _____

Date: _____

7-21-2022

STATE OF TEXAS)

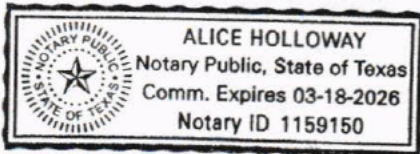
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 21 day of July, 2022, by Marcel Buerkle

Notary Public, State of Texas

My Commission Expires:

3-18-26



LANDOWNER

By: _____

Date: _____

7-21-2022

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 21 day of July, 2022, by Phola De La Torre

Notary Public, State of Texas

My Commission Expires:

3-18-26

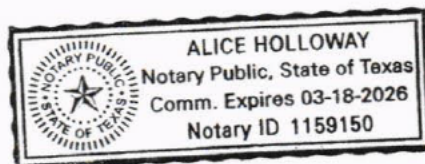


EXHIBIT A

Description of the Property

JCAD #: 126.3357.01085

Tract- Lot 8 PT of Block 1 in the Scarlet Oaks Addition PH II

Being 2.8643 acres

City Council Agenda August 18, 2022

Minutes Resolution

Action Item/Discussion Item

Agenda Description:

Discuss, consider, and possible action on development agreements between the City of Joshua and property owners of parcels located on Lot 7 and 8 PT of Block 1, in the Scarlet Oaks Addition PHII and authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway & M. Peacock)

Background Information:

Below are the names with property information of citizens inside city limits that have signed (non) development agreements.

Marcel Buerkler and Paola De La Torre

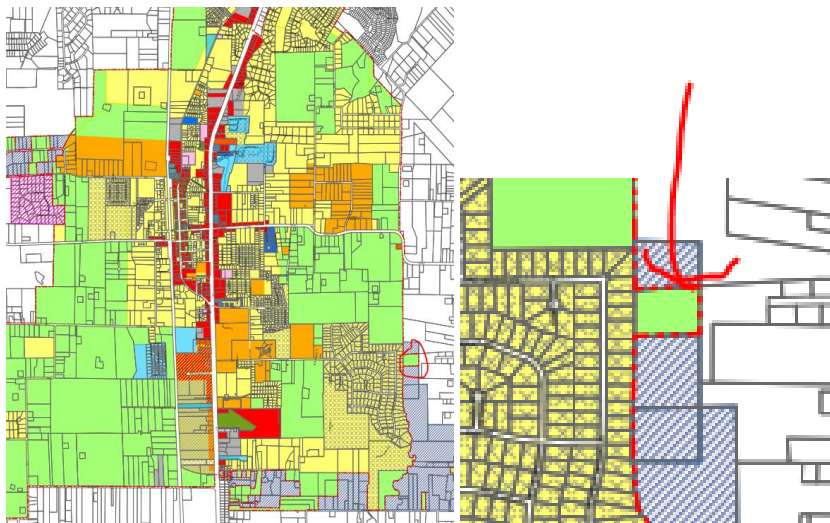
JCAD # 126.3357.01085

Lot 8 PT of Block 1 in the Scarlet Oaks Addition PH II, Being 2.8643 acres

William Snyder and Janet Snyder

JCAD # 126.3357.01075

Lot 7 PT Blk 1, Scarlet Oaks Addition PH II



Financial Information:

City Contact and Recommendations:

Alice Holloway, City Secretary

Mike Peacock, City Manager

Attachments:

- 1) Agreements (2)



**City Council Agenda
August 18, 2022**

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on an Ordinance disannexing tracts of land described in exhibit “A”, attached hereto, from the city limits of the City of Joshua, Texas, pursuant to Section 43.142 of the Texas Local Government Code.

Background Information:

The City and the Landowners referenced in Exhibit A have mutually agreed to this disannexation, and the Landowners have instead opted for disannexation and the execution of a preannexation agreement for their properties.

All property owners listed in exhibit A have agreed and signed the development agreements. Therefore, if the Ordinance is approved, it will be filed with Johnson County record.

Financial Information:

NA

City Contact and Recommendations:

Alice Holloway, City Secretary
Mike Peacock, City Manager

Attachments:

1. Ordinance

CITY OF JOSHUA, TEXAS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, DISANNEXING THOSE TRACTS OF LAND DESCRIBED IN EXHIBIT A, ATTACHED HERETO, FROM THE CITY LIMITS OF THE CITY OF JOSHUA, TEXAS, PURSUANT TO SECTION 43.142 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 43.142 of the Texas Local Government Code, as amended, the City of Joshua, Texas, desires to disannex those tracts of land described in attached Exhibit A, incorporated by reference, from the corporate limits of the City of Joshua, Texas; and

WHEREAS, Section 1.04, “Change of Boundaries,” of Article I, “Form of Government and Boundaries,” of the Home Rule Charter of the City of Joshua, Texas, authorizes the disannexation of property by the City Council; and

WHEREAS, the City and the Landowners referenced in Exhibit A have mutually agreed to this disannexation and the Landowners have instead opted for disannexation and the execution of a preannexation agreement for their properties; and

WHEREAS, the City and the Landowners agree and acknowledge that the City has provided direct benefit and services to the Landowners that exceed any tax proceeds referenced in Subchapter G of Chapter 43 of the Texas Local Government Code, as amended; and

WHEREAS, all of the provisions of state law including, but not limited to the applicable provisions of Chapter 43 of the Texas Local Government Code, have hereby been met, including any and all required notices.

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

SECTION 1

All of the above findings are hereby found to be true and correct and are incorporated into the body of this Ordinance in their entirety.

SECTION 2

Those tracts of land described in attached Exhibit A, incorporated by reference, are hereby disannexed from the corporate limits of the City of Joshua, Texas.

SECTION 3

The official map and boundaries of the City heretofore adopted and amended be and are hereby amended so as to exclude the property described in attached Exhibit A as part of the City.

SECTION 4

The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including any corrections to the official map of the City to exclude the territory hereby disannexed, as required by law.

SECTION 5

The Mayor is hereby directed and authorized to file a certified copy of this Ordinance with the necessary governmental agencies.

SECTION 6

Any provisions of the ordinances of the City of Joshua in conflict with the provisions of this Ordinance shall be and the same are hereby repealed and any provisions not so in conflict with the provisions of the Ordinance shall remain in full force and effect.

SECTION 7

In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any entity or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Joshua, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 8

This Ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 18 TH DAY OF AUGUST, 2022.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

EXHIBIT A
(Disannexation Tracts)

1. JCAD #: 126.3436.00510
Lot 12, Block 2 of the Caddo Acres, being ± 1.47 acres
2. JCAD #: 126.3436.00520
Lot 13, Block 2 of the Caddo Acres, being ± 4.00 acres
3. JCAD #: 126.3436.00530
Lot 14, Block 2 of the Caddo Acres, being ± 1.96 acres
4. JCAD #: 126.3436.00300
Lots 29 and 30, Block 1 of the Caddo Acres, being ± 3.00 acres
5. JCAD #: 126.3436.00270
Lots 27 and 28, Block 1 of the Caddo Acres, being ± 3.00 acres
Street Address: 1009 Oak Lane Drive, Joshua, Texas 76058
6. JCAD #: 126.3436.00590
Lot 20, Block 2 of the Caddo Acres, being ± 1.47 acres
Street Address: 1112 Oak Lane Drive, Joshua, Texas 76058
7. JCAD #: 126.3436.00540
Lot 15, Block 2 of the Caddo Acres, being ± 1.96 acres
8. JCAD #: 126.3436.00610
Lot 22, Block 2 of the Caddo Acres, being ± 2.08 acres
9. JCAD #: 126.3436.00615
Lot 22 Pt, Block 2 of the Caddo Acres, being ± 1.00 acres
Street Address: 1120 Oak Lane Drive, Joshua, Texas 76058
10. JCAD #: 126.3436.00600
Lot 21, Block 2 of the Caddo Acres, being ± 1.98 acres
11. JCAD #: 126.3436.00100
Lot 10R, Block 1 of the Caddo Acres, being ± 3.00 acres
Street Address: 908 CR 910, Joshua, Texas 76058
12. JCAD #: 126.3357.01085
Lot 8 PT, Block 1 of the Scarlet Oaks Addition PH II, being ± 2.8643 acres
13. JCAD #: 126.3357.01075
Lot 7 PT, Block 1 of the Scarlet Oaks Addition PH II, being ± 3.1384 acres

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING ARTICLE 1.03, "CITY COUNCIL," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY ADDING A NEW SECTION 1.03.003, "SIGNATURES AND SEALS: ELECTRONIC, DIGITAL AND FACSIMILE," AND APPROVING THE ADOPTION OF CITY RULES FOR SAME; MAKING FINDINGS RELATIVE THERETO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City Council to provide for the authorization of electronic, digital, and facsimile signatures and to approve the adoption of Rules for same; and

WHEREAS, this Ordinance and the Rules for Electronic, Digital, and Facsimile Signatures and Seals (the "Rules") will authorize the use and acceptance of electronic, digital, digitized, and facsimile signatures and seals to conduct transactions both internal and external by and to the City of Joshua, Texas ("City"); and

WHEREAS, pursuant to the Uniform Facsimile Signature of Public Officials Act, Texas Government Code, Title 6, Subtitle A, Chapter 618, an authorized officer of the City may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with the officer's facsimile signature instead of the officer's manual "wet" signature certain City transactions and contracts when authorized by the City Council; and

WHEREAS, the Texas Uniform Electronic Transactions Act ("Texas UETA"), Texas Business and Commerce Code, Title 10, Subtitle B, Chapter 322, authorizes and gives legal effect to electronic records, electronic signatures, and electronic contracts; and

WHEREAS, pursuant to Texas Government Code § 2054.060, a digital signature may be used to authenticate a written electronic communication sent to the City or to a State agency if it complies with the Rules adopted by the City Council; and

WHEREAS, it is the intent of the City Council to protect the public health, safety, and welfare; and

WHEREAS, the City is a home-rule municipality acting under its Charter adopted, and amended, by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, a home-rule municipality has full power of local self-government, pursuant to Texas Local Government Code, Title 2, Subtitle D, Chapter 51, Section 51.072(a); and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City to amend the Code of Ordinances as herein provided.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Article 1.03, "City Council," of Chapter 1, "General Provisions," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended by adding thereto a new Section 1.03.003, entitled "Signatures and Seals: Electronic, Digital and Facsimile," to read as follows:

"Sec. 1.03.003 Signatures and seals: electronic, digital, and facsimile.

(a) *Signatures.*

- (1) *Authorization.* City Council authorizes the use and acceptance of electronic, digital, or facsimile signatures for City transactions, relating to business, commercial, or governmental affairs, in accordance with the City's rules, and State, federal, or other law, as may be amended.
- (2) *Rules.* The City's Rules shall be posted on the City's website.

(b) *Seals.*

- (*) *Notary Public Seal of Office and other Professional Seals.* City Council authorizes the use and acceptance of an electronic, digital, or facsimile notary public seal of office ("Notary Seal"), and other professional seals for City electronic transactions, relating to business, commercial, or governmental affairs, in accordance with the City's rules and State law, as may be amended.
- (2) *City Corporate Seal.* City Council authorizes the use of an electronic, digital, or facsimile corporate seal ("City Seal") by the City Secretary or his/her designee for electronic transactions, relating to business,

commercial, or governmental affairs, in accordance with the City Charter, the City's rules, and State law, as may be amended.

- (3) *Rules.* The City's rules shall be posted on the City's website."

SECTION 2

The City's Rules are attached hereto as Exhibit A and are incorporated by reference, and are hereby approved by the City Council. The City Secretary is hereby authorized to amend those Rules when deemed necessary by the City Secretary, and any amendments to the Rules by the City Secretary may be made without the need for additional City Council approval; provided, however, that such amendments to the Rules shall be in accordance with applicable Texas law.

SECTION 3

If any word, section, article, phrase, paragraph, sentence, clause, or portion of this Ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity which remaining portions shall remain in full force and effect.

SECTION 4

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE 18TH DAY OF AUGUST, 2022.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney

EXHIBIT A

RULES FOR ELECTRONIC, DIGITAL, AND FACSIMILE SIGNATURES AND SEALS

Authorization

The City Council has authorized the use and acceptance of electronic, digital, and facsimile signatures and seals for City transactions, relating to business, commercial, or governmental affairs.

Scope

These “Rules” apply to all City departments that desire to use and accept electronic, digital, digitized, and facsimile signatures and seals to conduct transactions both internal and external to the City.

Other Policies and Procedures

City departments wishing to receive authorization to incorporate electronic, digital, digitized, and facsimile signatures and seals into their electronic or hardcopy/paper workflow processes should review all relevant rules, regulations, and Information Technology (“IT”) policies and procedures.

Signatures: Electronic and Digital

- (1) An electronic signature (“e-Signature”) is an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. See Texas Uniform Electronic Transaction Act (“UETA”), Tex. Bus. & Com. Code Ann. § 322.002 (8).
- (2) A digital signature is a form of an electronic signature and contains an electronic identifier intended by the person using it to have the same force and effect as the use of a manual signature (aka “wet signature”). See Information Resources Management Act, Tex. Gov’t Code Ann. § 2054.060 (e)(1).
- (3) A digital signature may be used to authenticate a written electronic communication sent to a local government (“City”) if it complies with rules adopted by the governing body (“City Council”) of the City. Before adopting the City’s Rules, the City Council shall consider the rules adopted by the Texas Department of Information Resources (“Texas DIR”) and, to the extent possible and practicable, shall make the City’s Rules consistent with the Texas DIR’s rules. See Tex. Gov’t Code Ann. § 2054.060 (b).
- (4) Procedures for proper use and acceptance of electronic signatures (which includes digital signatures) may be found under UETA.

E-Contracts

- (1) When an electronic contract ("e-Contract") is generated by the City, the e-Signature shall be a digital signature.
- (2) When an e-Contract is not generated by the City, if an electronic signature is accepted by the City, the required signature type shall be a digital signature. The City's preferred software is DocuSign software, or other software on the Texas Department of Information Resources ("DIR") "Approved List of PKI Service Providers." See Texas Administrative Code, Title 1, Part 10 Department of Information Resources.
- (3) Each party to a transaction must agree to conduct the transaction electronically for the electronic transaction to be valid and binding. Consent may be implied from the context and surrounding circumstances, including the parties' conduct. See Tex. Bus. & Com. Code, § 322.005. If a law prohibits a transaction from occurring electronically, the transaction must occur in the manner specified.

NOTICE REGARDING UNLAWFUL, FRAUDULENT, UNAUTHORIZED, OR IMPROPER SIGNATURES

In the event that any electronic signature, including a digital signature, digitized signature, or facsimile signature, is found by the City to have been used or applied to a City record or document, or was certified, in violation of this policy or any other law the signature and the City record or document signed electronically, or otherwise, using the unlawful, fraudulent, unauthorized, or otherwise improper signature shall also be (1) NULL AND VOID, (2) DISCONTINUED, and (3) UNENFORCEABLE AGAINST THE CITY.



Joshua Fire Department Monthly Activity Report

July 2022

PERSONNEL

Volunteer hours totaled 786 for July. Firefighter Andrew Griffith obtained the highest number at 272 as well as the highest number of incident responses during the previous three months at 96. 786 is the highest number of combined hours in the previous two years.

CODE COMPLIANCE

VIOLATION		2021		Jun-22		2022	
		OPEN	CLOSED IN 2022	OPENED	CLOSE D	OPEN YTD	CLOSED YTD
Accessory Building		1	1			2	1
High Grass and Weeds		10	3	4	4	26	30
Junk and Debris		18	6	9	9	49	38
Junk Vehicle		5				8	8
Parking Violation		6		2	2	14	9
No Permit		2				6	4
Open Storage		1		1		6	3
Substandard Structure		2		1			
swimming pool Barrier		1				4	2
Solid waste violation		2					
Health and sanitation						1	1
No CO						2	2
prohibited occupancy						3	2
Public safety S&S				1	1	3	3
Open Vacant structure						1	1
		48	10	18	16	125	104

TRAINING

DATE	TOPIC	HOURS	ATTENDANCE
07/06	Brush Truck OPS at the EDS	4	7
07/11	Crisis Intervention Training at TCC	40	1
07/13	Haz Mat Awareness	4	5
07/14	ALERT Training Active Shooter	16	2
07/18	Thermal Imaging	1	2
07/19	Advanced Burn Life Support at Parkland Hospital	7.5	1
07/20	Haz Mat Ops	4	5
07/27	EMS CE's Pediatric Airways	4	9
07/31	Tactics	1	3

EMERGENCY RESPONSE

Emergency responses are up by 36 from 110 in June..

JOSHUA FIRE DEPARTMENT							
EMERGENCY RESPONSE STATISTICS							
YEAR:	2022	MONTH:	July				
EMERGENCY RESPONSES							
CITY INCIDENTS			July	YTD	COUNTY INCIDENTS		
Building Fires			1	4	Building Fires		0
Vehicle Fire			0	1			
Rail Vehicle Fire			0	1			
Arcing,Shorted Electrical Equipment			0	4	Chimney or Flu Fire		0
Cooking Fire			1	2	Grass Fires		3
Dumpster Fire			0	1	Outside Equip Fire		0
Grass Fires			2	17	EMS - Except MVA with Injuries		19
Outside Equip			0	1	MVA with Injuries		1
Outside Rubbish			0	1	MVA no Injuries		2
EMS - Exclude vehicle acc W/Inj			64	342	Oil or Other Combustable liquid spill		0
MVA with Injuries			3	19	Flammable Liquid spill		0
Animal Rescue			2	2	Public Service		2
MVA no Injuries			3	25	Natural Gas or LPG Leak		0
Lock-out			2	10	Power Line Down		0
Assist Invalid			10	44	Assist Invalid		0
Power Line Down			0	8	Unauthorized Burning		1
Unauthorized Burn			2	17	Dispatch & Cancelled Enroute		1
Good Intent			1	6	HazMat Invest - No HazMat		0
Dispatched/Cancelled			3	22	Smoke Det No Fire - Unintended		0
No Incident on Arrival			0	2	Fire Det No Fire - Unintended		0
Authorized Controlled Burn			0	2	CO Detector Activation - No CO		0
HazMat Invest - No HazMat			2	3	TOTAL COUNTY		29
Oil or Other Combustable liquid spill			2	6			267
Wind Storm/Tornado Assesment			0	5			
Smoke Scare/Odor of Smoke			0	6			
Fire Alarm Activation/Unintentional			3	8			
Water Leak			0	1			
Mutual Aid Given			17	109			
TOTAL CITY			118	669	TOTAL INCIDENTS		147
MUTUAL & AUTO AID RECEIVED				RESPONSE TIMES	July	June	
	July	YTD		JOSHUA	7:10	6:36	
MA RECEIVED	11	27		COUNTY	11:36	10:08	
AA RECEIVED	7	41					
STAFFING	July	YTD			July	YTD	
INADEQUATE	0	0		NO-RESP 2nd CALL	4	20	
MISSED CALLS	0	0					

City of Joshua
Municipal Court Council Report
From 7/1/2022 to 7/31/2022

8/2/2022 9:1

Item 3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
150	0	4	0	12	166

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$7,264.67	\$5,151.73	\$9,941.26	\$374.02	\$444.25	\$23,175.93

Warrants

Issued	Served	Closed	Total
0	0	15	15

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
71	0	38	8	23	140

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
69	0	69	138

8/2/2022 8:26:50 AM

UTILITY BILLING

Council Report

Billing Period **7/1/2022** - **7/31/2022**

Utility Bills Disbursed	Count	Amount
Active	1904	\$33,967.36
Final Bill, Backdated Move In Date	1	\$0.00
Backdated Move In Date	44	\$767.12
Final Bill	10	\$19.00
First Bill	16	\$276.16
First Bill, Backdated Move In Date	1	\$17.84
Total	1976	\$35,047.48

Payments Received	Count	Amount
Check	578	\$13,097.20
CreditCard	538	\$15,310.09
Cash	28	\$702.56
AchDraft	90	\$1,873.37
Other	6	\$124.20
MoneyOrder	2	\$89.20
Total	1242	\$31,196.62

Service Orders Completed	Count
Total	0

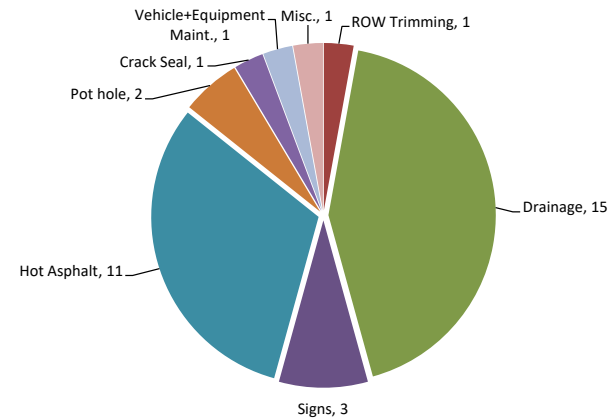
Service Categories	Count	Amount
Garbage/Recycling	3950	\$29,507.59
General	3950	\$2,946.80
Total	0	\$32,454.39

City of Joshua
Public Works Monthly Activity Report
For the Month of July 2022

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Row Mowing																																0
ROW Trimming							1																									1
Drainage											1	1	1	1				1	1	1	1	1			1	2	1	1	1			15
Signs																				1	1	1										3
Hot Asphalt	1				1			1			1	1	1	1	1			1	1						1							11
Pot hole						1		1																								2
Building Maint.																																0
Concrete																																0
Emergency Services																																0
Crack Seal						1																										1
Safety Meeting																																0
Supporting other Dept.																																0
Vehicle+Equipment Maint.																									1							1
Misc.															1																	1

Chart reflects one per daily occurrence

ROW Mowing	0
ROW Trimming	1
Drainage	15
Signs	3
Hot Asphalt	11
Pot hole	2
Building Maint.	0
Concrete	0
Emergency Services	0
Crack Seal	1
Safety Meeting/Classes	0
Supporting other Dept.	0
Vehicle+Equipment Maint.	1
Misc.	1



Public Works Monthly Team Status Report

For The Month Of July 2022

Completed Items

[illegible]

In Progress

Year Round	City Wide		Reconditioning drainage easements
Year Round	City Wide		Street sign repairs
Year Round	City Wide		Asphalt street repairs
Year Round	City Wide		Repair potholes with Duramaxx
Year Round	City Wide		Set out traffic counter and gather data
Year Round	Development		SW3P Inspections

Assigned But Not Yet Started

[illegible]

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

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

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs	Activity	Total
Mowing	44	30	33		Mowing	107
Weed Eating, Edging, Blowing	28	8	24		Weed Eating, Edging, Blowing	60
Hedge & Tree Trimming					Hedge & Tree Trimming	
Flower Beds/Landscaping					Flower Beds/Landscaping	
Fertilizing/Over Seeding					Fertilizing/Over Seeding	
Irrigation	20	10			Irrigation	30
Trash Removal	70		30		Trash Removal	100
Field Maintenance	Field One	Field Two	Field Three		Field Mowing	30
Mowing	10	10	10		Field Weed Eating	6
Weed Eating	2	2	2		Infield Edging	
Infield Edging					Striping	
Striping					Infield Draging	
Infield Draging					Infield Repair	
Infield Repair					Fertilizing/Over Seeding	
Fertilizing/Over Seeding					Infield Watering	54
Infield Watering	20	17	17		Trash Removal	
Trash Removal					Custodail Duties	103
Building Maintenance	City Park	Baseball Complex	City Facilities		General Repairs	78
Custodail Duties	72	6	25		Toddler Playground	
General Repairs	30	8	40		Equipment Maintenance	70
Toddler Playground					Special Events	
Equipment Maintenance	30	20	20		Remodeling	22
Special Events					Total Man Hours	660
Remodeling	16		6			



City Secretary's Office

Monthly Report

July 2022

The City Secretary, or Municipal Clerk, is the oldest public servant role in recorded history. The earliest Clerks appeared around 5,000 B.C. with the invention of writing. Biblical reference to the Town Clerk is found in the Book of Acts chapter 19, verse 35. In ancient Greece, the Town Clerk read official documents publicly at the opening of each meeting and pronounced a curse upon anyone who sought to deceive the people. Although City Secretaries no longer pronounce curses at meetings (well, most of us don't), we are still the Keepers of the Archives as we record, maintain, and safeguard the history of our City government. Every city in Texas is required to have a City Secretary as soon as it is formed. Although the duties are different for every city, there are core duties that all City Secretaries perform, some of which are required by the Texas Local Government Code. These duties include administering elections, managing records, coordinating public information requests, preparing agendas, recording minutes, facilitating City Council meetings, swearing-in municipal officers, and codifying ordinances approved by City Council.

Agenda Summary:

City Council Meeting Agenda Summary Items: prepared, certified, published, and processed.

The Mayor and City Council approved the following items in July 2022 and was processed immediately after the meeting:

- Resolution designating Mike Kidd as a signatory for the City of Joshua Financial Accounts.
- Ratified the IT Contract with TodoVerde.
- Interlocal agreement with JCSUD for water utilities facilities relocation and maintenance regarding Joshua Meadows PH3C.
- Authorized EDC Type B to contract with GrantWorks to update the Park Masterplan in the amount of \$8,750.
- Ordinance approving a request for a zoning change regarding approximately 1.4255 acre of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located in the 1000 Block of South Broadway
- Development Agreement between the City of Joshua and SRE Joshua Dev, LLC relative to the residential subdivision development of Mockingbird Hills Addition Phase 2
- Pre-Construction Service Agreement with JE Dunn for the construction design, estimate, and establish costs for new City Hall and Police Facility.
- Agreement with Randall Scott Architects for conceptual design of a Municipal Complex
- Assistance to the Joshua Area Chamber in the amount of \$62,550

City Secretary attended the following meetings: Meeting Minutes prepared and approved:

July 05, 2022-	Planning & Zoning Commission	• City Council – June 21, 2022
July 07, 2022-	Zoning Board of Adjustment	• EDC Type A – April 18, 2022
July 13, 2022-	CivicPlus-Designer	• EDC Type B - April 18, 2022
July 13, 2022-	Website team	• Planning & Zoning - June 06, 2022
July 21, 2022-	City Council	• Zoning Board of Adjustment - May 5, 2022
July 21, 2022-	NTMCA	

Census Monthly Reporting

Report of Building Permits for new residential structures –

There were four (4) new single-family homes with the total valuation of \$2,066,058

Code of Ordinance

The Code of Ordinance Vault is updated as scheduled, and Supplement No. 17.1 has been uploaded to the website. All ordinances as of July 21, 2022, have been codified.

Special Projects

Website Update- The City Secretary is working with a team of employees on designing the new website. The goal is to be completed and online by the end of August 2022. The home page is completed and now working on department pages.

City Secretary has completed round 2 of development agreements. They will be presented to city council in August 2022.

Training / Certifications

City Secretary currently holds the following certifications:

- Texas Municipal Clerk Association: Texas Registered Municipal Clerk
- International Institute of Municipal Clerk: Certified Municipal Clerk
- International Institute of Municipal Clerk: Master Municipal Clerk
- International Institute of Municipal Clerk: Athenian Leadership Fellow
- University of North Texas: Paralegal

The recertification program (every five years) for the TMCA requires the City Secretary to maintain continuous membership throughout the recertification process, attend several seminars hosted by TMCCP and accumulate a minimum of 60 points of educational training.

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

Alcoholic Beverage Permits Annual permits issued for 2022:

- 309 E. 12th St. Family Dollar Store
- 1001 Joshua Station Brookshires
- 1003 Country Club Mountain Valley Country Club
- 525 S. Broadway Napoli Pasta
- 336 N. Broadway K & S Bar-B-Q
- 100 S. Broadway Valero
- 321 N. Broadway Dollar General Store
- 103 S. Broadway 7-Eleven
- 420 N. Broadway Joshua Food Mart
- 101 N. Main St. Hickory Tree
- 401 N. Broadway Joshua Food Mart
- 500 S. Broadway Quick Mart

Liens

The list below are active liens held by the City of Joshua. –
1 lien paid in full during July 2022.

CITY OF JOSHUA OUTSTANDING PROPERTY LIENS AS OF 7/31/2022		
Property Address	Original Date of Lien	Total (w/o Interest)
Bentley, 203	12/11/2017	\$ 192.56
Broadway, 1525 S.	10/8/2014	\$ 18,550.00
Caddo Road (126.0827.00730)	1/20/2017	\$ 407.74
Caddo Road (126.0827.01990)	8/1/2018	\$ 934.50
Conveyor, 115	6/10/2013	\$ 175.75
CR 909, 801	10/14/2016	\$ 632.74
CR 913 (126.827.00740)	1/20/2017	\$ 232.74
Lakeview Dr. (126.3505.00360)	11/21/2016	\$ 282.74
Main, 200 N.	7/26/2016	\$ 192.74
Stadium Dr (126.0636.01640)	1/20/2017	\$ 682.74
Yvonne Dr, 1004	8/1/2018	\$ 482.79
4th Street, 523	2/12/2013	\$ 275.75
6th Street (126.0029.03440)	10/14/2016	\$ 232.74
6th Street & Santa Fe	10/14/2016	\$ 337.74
TOTAL OUTSTANDING PROPERTY LIENS		\$ 23,613.27

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

July 2022 Public Information Request

1	Requested Date	Requestor	Documents	Date Released	AG Letter	Cost/Electronic	Notes
2	7/1/2022	Lexis Nexis	Police Report	7/1/2022	NA	-	No Report Written
3	7/6/2022	Debbie Zaidan	Fire Report	7/13/2022	NA	-	Emailed
4	7/6/2022	Marcia Diller	Police Report	7/13/2022	NA	-	Released
5	7/11/2022	Vesa Naubkarinen	Police Report	7/11/2022	NA	\$0.50	Sent to Gina
6	7/11/2022	Jodi Benke	Fire Report	7/18/2022	NA	-	Emailed
7	7/13/2022	Thomas Ledbetter	Arrest Report	-	7/20/2022	-	Certified Letter
8	7/13/2022	Angie Trifovesti	Permit	7/13/2022	NA	-	Emailed--Sent to Cheryl
9	7/14/2022	Maria Dorz	Code Violation Report	7/19/2022	NA	-	Emailed--Sent to Joey
10	7/18/2022	Lexis Nexis	Police Report	7/18/2022	NA	-	No Report Written
11	7/19/2022	Lexis Nexis	Police Report	7/19/2022	NA	\$3.50	Mailed
12	7/19/2022	Lexis Nexis	Police Report	7/19/2022	NA	-	No Report Written
13	7/19/2022	Lexis Nexis	Police Report	7/19/2022	NA	-	No Report Written
14	7/19/2022	Heather Ward	Police Report	7/19/2022	NA	-	No Document--Sent to Gina
15	7/19/2022	Mercedes Thompson	Police Report	7/20/2022	NA	-	Sent Clarification Letter
16	7/20/2022	Tina Falcone	911 Calls	7/20/2022	NA	-	Sent Clarification Letter
17	7/20/2022	Rashelle D Fetty	Police Report	7/20/2022	NA	-	Sent to Gina
18	7/21/2022	Adrian Lopez	Police Report	8/1/2022	NA	-	Clarification Letter Sent
19	7/21/2022	Nicholas Locke	Police Report	8/1/2022	NA	-	Sent to Gina 7/28--Clarification Letter Sent
20	7/25/2022	Theo Thompson	C/O Report	7/25/2022	NA	-	Emailed
21	7/26/2022	Lexis Nexis	Police Report	7/26/2022	NA	\$3.50	Mailed
22	7/26/2022	Lexis Nexis	Police Report	7/26/2022	NA	-	No Document
23	7/22/2022	Rene Cruey	Police Report	7/28/2022	NA	-	Emailed
24	7/23/2022	Pete Lewiston	Building Permit Report	7/23/2022	NA	-	Emailed
25	7/28/2022	Margaret Hunter	Police Report	7/28/2022	NA	\$6.00	Picked up
26	7/29/2022	Gilma Gorman	Police Report	7/29/2022	NA	-	No Report Written