



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

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/89396197161?pwd=WEEvOWJtZ01VOVlvZW0zR1RDYnJMQT09>

Meeting ID 89396197161 Passcode: 749177

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. CITIZENS FORUM

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

C. REGULAR AGENDA

- 1.** Review and discuss questions related to the budget report and financial statement for March 2024.
- 2.** Discuss, consider, and possible action on the March 11, 2024, meeting minutes.
- 3.** Discuss, consider, and possible action regarding the agreement between the City of Joshua Economic Development Corporation and the Joshua Area Chamber of Commerce.
- 4.** Discuss, consider, and possible action regarding the 380 agreement between the Joshua Economic Development Corporation and Whataburger Corporation for a development located at 1044 S. Broadway in Joshua, Texas. (Staff Resource: M Martin)
- 5.** Discuss, consider, and possible action regarding the 380 agreement between the Joshua Economic Development Corporation and SMI Southern Multifoods, Inc. for a development located at 113 S. Broadway in Joshua, Texas.

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

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

E. ADJOURN

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

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

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

CERTIFICATE:

I hereby certify that the above agenda was posted on the 4th day of April 2024, by 5:00 p.m. on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway, TRMC, MMC
City Secretary

City of Joshua
 Financial Statement
 As of March 31, 2024

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Item 1.

200 - 4A Economic Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Tax Revenue	51,458.53	58,310.00	(6,851.47)	350,393.08	700,000.00	50.06%	349,606.92
Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investment Earnings	6,673.08	5,951.71	721.37	40,181.48	50,000.00	80.36%	9,818.52
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Sale of Assets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	<u>58,131.61</u>	<u>64,261.71</u>	<u>(6,130.10)</u>	<u>390,574.56</u>	<u>750,000.00</u>	<u>52.08%</u>	<u>359,425.44</u>
Expense Summary							
Personnel	339.99	958.18	(618.19)	9,863.23	11,500.00	85.77%	1,636.77
Supplies	0.00	41.67	(41.67)	68.00	500.00	13.60%	432.00
Debt Service	0.00	9,367.67	(9,367.67)	220,766.60	252,819.00	87.32%	32,052.40
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Special Events	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
Miscellaneous	793.78	41,370.12	(40,576.34)	17,191.87	496,500.00	3.46%	479,308.13
Economic Development	4,957.99	3,582.50	1,375.49	6,760.90	43,000.00	15.72%	36,239.10
Joshua Station Development	45,128.12	8,692.05	36,436.07	119,656.34	104,315.00	114.71%	(15,341.34)
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers Out	0.00	0.00	0.00	0.00	125,286.00	0.00%	125,286.00
Expense Totals	<u>51,219.88</u>	<u>65,262.19</u>	<u>(14,042.31)</u>	<u>374,306.94</u>	<u>1,048,920.00</u>	<u>35.68%</u>	<u>674,613.06</u>

City of Joshua
 Financial Statement
 As of March 31, 2024

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Item 1.

200 - 4A Economic Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Tax Revenue							
200-4003 Sales Tax	51,458.53	58,310.00	(6,851.47)	350,393.08	700,000.00	50.06%	349,606.92
200-4004 Appropriation Type A Fund Bal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-4009 Type A Tax Penalty	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Tax Revenue Totals	<u>51,458.53</u>	<u>58,310.00</u>	<u>(6,851.47)</u>	<u>350,393.08</u>	<u>700,000.00</u>	<u>50.06%</u>	<u>349,606.92</u>
Intergovernmental Revenues							
200-4407 ARPA Funding	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Intergovernmental Revenues Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>0.00</u>
Investment Earnings							
200-4600 Interest Income	6,673.08	5,951.71	721.37	40,181.48	50,000.00	80.36%	9,818.52
Investment Earnings Totals	<u>6,673.08</u>	<u>5,951.71</u>	<u>721.37</u>	<u>40,181.48</u>	<u>50,000.00</u>	<u>80.36%</u>	<u>9,818.52</u>
Miscellaneous							
200-4901 Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>0.00</u>
Transfers In							
200-4902 Proceeds From Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-4915 Transfer From General Fund	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-4916 Transfer From Debt Service Fnd	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-4918 Transfer From Type B Economi	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-4919 Transfer From Capital Imprvmnt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-4920 Park & Ride Grant	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers In Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>0.00</u>
Sale of Assets							
200-4904 Proceeds from Disposal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

City of Joshua
 Financial Statement
 As of March 31, 2024

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Item 1.

200 - 4A Economic Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sale of Assets							
Sale of Assets Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	58,131.61	64,261.71	(6,130.10)	390,574.56	750,000.00	52.08%	359,425.44

City of Joshua
 Financial Statement
 As of March 31, 2024

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Item 1.

200 - 4A Economic Development Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Debt Service	0.00	9,367.67	(9,367.67)	220,766.60	252,819.00	87.32%	32,052.40
Economic Development	4,957.99	3,582.50	1,375.49	6,760.90	43,000.00	15.72%	36,239.10
Joshua Station Development	45,128.12	8,692.05	36,436.07	119,656.34	104,315.00	114.71%	(15,341.34)
Miscellaneous	793.78	41,370.12	(40,576.34)	17,191.87	496,500.00	3.46%	479,308.13
Personnel	339.99	958.18	(618.19)	9,863.23	11,500.00	85.77%	1,636.77
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Special Events	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
Supplies	0.00	41.67	(41.67)	68.00	500.00	13.60%	432.00
Non-Departmental Totals	<u>51,219.88</u>	<u>65,262.19</u>	<u>(14,042.31)</u>	<u>374,306.94</u>	<u>923,634.00</u>	<u>40.53%</u>	<u>549,327.06</u>
200 - 4A Economic Development General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Transfers Out	0.00	0.00	0.00	0.00	125,286.00	0.00%	125,286.00
General Non-Departmental Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>125,286.00</u>	<u>0.00%</u>	<u>125,286.00</u>
Expense Total	<u><u>51,219.88</u></u>	<u><u>65,262.19</u></u>	<u><u>(14,042.31)</u></u>	<u><u>374,306.94</u></u>	<u><u>1,048,920.00</u></u>	<u><u>35.68%</u></u>	<u><u>674,613.06</u></u>

City of Joshua
 Financial Statement
 As of March 31, 2024

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Item 1.

200 - 4A Economic Development Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
200-00-5150 Training/Travel	0.00	583.33	(583.33)	6,171.28	7,000.00	88.16%	828.72
200-00-5160 Dues/Memberships	339.99	374.85	(34.86)	3,691.95	4,500.00	82.04%	808.05
200-00-5213 Uniforms	0.00	41.67	(41.67)	68.00	500.00	13.60%	432.00
200-00-5500 Bond Issuance Costs	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5571 2007 CO Bonds - Interest	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5571 2007 CO Bonds - Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5572 2008 CO Bonds - Interest	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5572 2008 CO Bonds - Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5574 2018 Revenue Bonds -	0.00	0.00	0.00	33,354.00	65,407.00	50.99%	32,053.00
200-00-5574 2018 Revenue Bonds -	0.00	0.00	0.00	75,000.00	75,000.00	100.00%	0.00
200-00-5580 Series 2022 Note - Interest	0.00	3,492.75	(3,492.75)	70,499.44	70,499.00	100.00%	(0.44)
200-00-5580 Series 2022 Note - Principal	0.00	5,874.92	(5,874.92)	41,913.16	41,913.00	100.00%	(0.16)
200-00-5600 Capital Outlay > \$5,000	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5611 Principal Payments	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5700 Land Purchase	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5800 Community Events	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
200-00-5840 380 Agreement Expenses	0.00	833.00	(833.00)	4,102.46	10,000.00	41.02%	5,897.54
200-00-5850 Business Development	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5851 Economic Development	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5853 Joshua Area Chamber Of	4,500.00	1,500.00	3,000.00	4,500.00	18,000.00	25.00%	13,500.00
200-00-5860 Plum Street Design	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5860 TIF Development Agreement	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5860 Detention Pond Construction	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5860 Detention Pond Design	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5860 Joshua Station Blvd	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5860 Park & Ride Design	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

City of Joshua
 Financial Statement
 As of March 31, 2024

4/2/2024 4:

Item 1.

200 - 4A Economic Development Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
200-00-5860 Station 1-7-4	43,798.00	5,276.25	38,521.75	113,706.75	63,315.00	179.59%	(50,391.75)
200-00-5860 Joshua Station Utilities	1,330.12	2,165.80	(835.68)	5,949.59	26,000.00	22.88%	20,050.41
200-00-5860 Joshua Station Development	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
200-00-5880 Facade Grant Funding	0.00	7,913.50	(7,913.50)	10,000.00	95,000.00	10.53%	85,000.00
200-00-5901 Infrastructure Assistance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5902 Traffic Signal Stadium Dr &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5909 Miscellaneous Expense	51.28	124.95	(73.67)	260.32	1,500.00	17.35%	1,239.68
200-00-5910 Traffic & Demographics	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5920 Renovations @ Old Fire	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5920 Landscaping Fm 917 & Main	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5920 Downtown Infrastructure	0.00	29,166.67	(29,166.67)	0.00	350,000.00	0.00%	350,000.00
200-00-5930 Advertising	742.50	3,332.00	(2,589.50)	2,829.09	40,000.00	7.07%	37,170.91
200-00-5955 Electronic Agenda	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5955 Legal Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5955 ICSC Conference	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5955 Supplies	0.00	0.00	0.00	20.00	0.00	0.00%	(20.00)
200-00-5955 Promotional	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5955 Staff Time	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5955 Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-00-5955 Type A Administrative	457.99	2,082.50	(1,624.51)	2,240.90	25,000.00	8.96%	22,759.10
200-00-5956 Joshua Station Development	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Non-Departmental Totals	51,219.88	65,262.19	(14,042.31)	374,306.94	923,634.00	40.53%	549,327.06

City of Joshua
 Financial Statement
 As of March 31, 2024

4/2/2024 4:

Item 1.

200 - 4A Economic Development General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
200-02-5975 Transfer To GF-Legal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-02-5975 Transfer To GF-Staff Time	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-02-5975 Transfer To General Fund	0.00	0.00	0.00	0.00	125,286.00	0.00%	125,286.00
200-02-5976 Transfer To Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-02-5978 Transfer To Type B Economic	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
200-02-5979 Transfer To Capital	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
General Non-Departmental Totals	0.00	0.00	0.00	0.00	125,286.00	0.00%	125,286.00
Expense Totals	51,219.88	65,262.19	(14,042.31)	374,306.94	1,048,920.00	35.68%	674,613.06



MINUTES
TYPE A ECONOMIC DEVELOPMENT CORPORATION BOARD
COUNCIL CHAMBERS
MARCH 11, 2024
6:00 PM

PRESENT

President Shelly Anderson
 Director Johnny Waldrip
 Director Esley Henderson
 Director Josh Burns
 Director Roger Farley
 Alternate 1 Carl Keating
 Alternate 2 Glen Walden

STAFF PRESENT

EDC Director Molly Martin
 City Secretary Alice Holloway

ABSENT

Director David Morgan
 Director Linda Childers

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/85270158810?pwd=VCtiaWNjYVFUjR4WkhLZzRKTmhzd09>

Meeting ID: 85270158810 Passcode: 965427

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Director Anderson announced a quorum and called the meeting to order at 6:03 pm.

B. CITIZENS FORUM

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

NA

C. REGULAR AGENDA

1. Discuss, consider, and possible action on the February 12, 2024, meeting minutes.

Motion made by Director Waldrip to approve the meeting minutes as presented. Seconded by Director Burns.

Voting Yea: President Anderson, Director Waldrip, Director Henderson, Director Burns, Director Farley, Alternate 1 Keating, Alternate 2 Walden

- 2. Discuss, consider, and possible action on the disbursement of \$18,000 to the Joshua Area Chamber of Commerce.

EDC Director Martin stated that the funds had been in the budget, and the corporation had been waiting until a president was appointed to disburse them.

Chamber President Kim Henderson stated that the chamber is in good shape, and she presented a list of 2024 events.

Director Anderson asked Ms. Henderson to provide quarterly updates to the corporation, and she agreed.

Motion made by Director Burns to disburse \$18,000 to the Joshua Areas Chamber. Seconded by Director Farley.

Voting Yea: President Anderson, Director Waldrip, Director Henderson, Director Burns, Director Farley, Alternate 1 Keating

Voting Abstaining: Alternate 2 Walden

D. EXECUTIVE SESSION

The Type A Economic Development Corporation of the City of Joshua will recess into Executive Session (Closed Meeting) pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to discuss the following:

- 1. Pursuant to Section 551.087 of the Texas Government Code: to discuss or deliberate regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations.

Director Anderson announced that the corporation will recess into Executive Session at 6:20 pm.

RECONVENE INTO REGULAR SESSION

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

Director Anderson announced that the Regular Meeting is reconvened at 7:16 pm.

Motion made by Director Burns to approve two Letters of Intent (LOI) as discussed in Executive Session. Seconded by Director Henderson.

Voting Abstaining: Alternate 2 Walden

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

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

NA

F. ADJOURN

Director Anderson adjourned the meeting at 7:17 pm.

Shelly Anderson, President

ATTEST

Alice Holloway, City Secretary

AGREEMENT BETWEEN THE CITY OF JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION AND THE JOSHUA AREA CHAMBER OF COMMERCE

THIS AGREEMENT BETWEEN THE CITY OF JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION AND THE JOSHUA AREA CHAMBER OF COMMERCE (“Agreement”) is entered into this day of _____, 2024, between the Joshua Area Chamber of Commerce (“JACC”), a Texas non-profit corporation, and the City of Joshua Type A Economic Development Corporation (“EDC”) and is made and executed on the following recitals, terms and conditions.

WHEREAS, the EDC is an economic development corporation operating pursuant to Chapter 504 (relating to Type A Corporations) of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, contained in Chapter 22 of the Texas Business Corporations Act, as amended; and

WHEREAS, Section 504.102 of the Texas Local Government Code permits a Type A Corporation to enter into contracts with other corporations to carry out the objectives of the EDC; and

WHEREAS, the EDC Board of Directors has determined that providing this program expenditure to JACC in return for services to be provided by the JACC Executive Director will achieve the specific objectives outlined herein to promote new or expanded business development as well as business retention; and

WHEREAS, the City Council of the City of Joshua has approved the program expenditure and determined that the expenditure for services to be provided by JACC will promote new and expanded business development.

NOW, THEREFORE, in consideration of the premises and covenants contained in this Agreement, EDC and JACC agree as follows:

SECTION 1

Objectives. The JACC Board of Directors agrees that the JACC Executive Director will work with City of Joshua and EDC staff to achieve the following objectives:

- A. Establish and strengthen relationships with local businesses and civic organizations by contacting businesses and civic leaders regularly to insure that the City is meeting their needs.
- B. Develop business retention strategies.
- C. Coordinate community events to promote local businesses as well as community spirit and pride.

- D. Work with the City's economic development consultant and City staff to promote and market the City of Joshua to prospective businesses.
- E. Assist in the recruitment of new development to the City.
- F. Assist in preparing information for and attend economic and community development related shows and seminars as directed by the EDC Board of Directors and the City Manager to promote the City of Joshua.
- G. Develop strategies to track commercial, industrial, and residential projects.
- H. Prepare and update City business listings semi-annually.
- I. Enter data related to development projects such as project scope and jobs created.
- J. Other duties include creating a list of available retail space, and a list of available commercial properties.

SECTION 2

Performance Measures. The JACC Executive Director will work with City of Joshua and EDC staff to develop performance measures specific to the objectives listed above. and will compile and track data to show whether the measures and objectives are being achieved. The Performance Measures to be used shall be submitted to the EDC Board of Directors for consideration and approval.

SECTION 3

Reports. The JACC Executive Director will provide monthly reports to the EDC regarding activities and progress towards the stated objectives. Reports are to be completed prior to the regular monthly meeting of the EDC Board of Directors, and presented during the regular monthly meeting of the EDC Board of Directors.

SECTION 4

Payments. The EDC agrees to pay JACC a quarterly payment of \$4,500.00 beginning on the effective date of this Agreement and ending on the termination date of this agreement unless the Agreement is renewed by the EDC and approved by the City Council of the City of Joshua.

SECTION 5

Term. This Agreement shall commence on the effective date herein stated and terminate twelve (12) months following the effective date unless the Agreement is

renewed by the EDC and approved by the City Council of the City of Joshua or terminated in accordance with Section 9 of this Agreement.

SECTION 6

Financial Records. JACC will maintain complete financial records of expenditures made with the use of EDC funds provided for in this Agreement. Upon request of any EDC Board Member, Joshua City Council Member, or Joshua City staff, JACC shall make such records available for review, inspection, and/or audit by the requesting party. JACC shall keep such records available for at least three (3) years after the termination of this Agreement, or as otherwise required by the Texas Records Retention Act. The general method of financial record keeping and reporting proposed by JACC to be used in complying with the objectives of this Agreement shall be submitted to and approved by the EDC Board of Directors. The sufficiency of detail of any activity or financial report required by this Agreement shall be determined by the EDC Board of Directors. Should an audit or decision of any court of competent jurisdiction in the State of Texas determine that funds provided under this Agreement have been spent improperly, JACC shall immediately return all said funds. Any such misuse of funds shall be considered a material breach of this Agreement and the EDC, at its sole option may immediately declare this Agreement null and void.

SECTION 7

Independent Contractor. The EDC has engaged JACC as an independent contractor, and JACC is not an officer, agent, or employee of the EDC or the City of Joshua. Subject to Section 8 of this Agreement, JACC may select and employ such persons as it may deem necessary to fulfill its obligations and responsibilities under this Agreement, and may use funds provided under this Agreement to do so. Said person shall be at all times employees of JACC and shall not be officers, agents, or employees of the EDC or the City of Joshua. The power to hire, manage, supervise, direct, and discharge such employees shall be vested solely and exclusively with JACC. The EDC and the City of Joshua will work closely with JACC, but shall not manage, supervise, or discharge said persons in the performance of their duties for JACC under this Agreement. Neither the EDC nor the City of Joshua shall be liable for any torts committed by JACC with regard to the operations and actions of JACC.

SECTION 8

Undocumented Workers. JACC certifies that JACC does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, JACC is convicted of a violation under 8 U.S.C. § 1324a(f), JACC shall repay the amount of the public subsidy, plus interest, provided under this Agreement not later than the 120th day after the date the EDC or City of Joshua notifies JACC of the violation.

SECTION 9

Default. If a party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail within thirty (30) days after delivery of written notice of such default from another party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default.

SECTION 10

General Provisions.

- A. **Parties in Interest.** This Agreement shall bind and benefit the EDC, the City of Joshua, and JACC and shall not bestow any rights upon any third parties.
- B. **No Obligation for Additional Funds.** Nothing in this Agreement shall place any obligation on any other funds or sources of revenue of the EDC or the City of Joshua. and nothing herein shall create any lien or other obligation on any other sources of income, revenue or funds of the EDC or the City of Joshua. The EDC or the City of Joshua, at its sole option, may further subordinate the obligations of the EDC hereunder to other current or future obligations of the EDC.
- C. **Ability to Contract with Others.** Nothing in this Agreement shall limit either party from contracting with other persons or organizations for economic development within the City of Joshua or its surrounding area.
- D. **Conflict of Interest.** No member of the EDC Board of Directors, the City of Joshua City Council, the Board of Directors of JACC nor any appointed officer or employee of the EDC, City of Joshua or JACC shall ever be pecuniarily interested, directly or indirectly, in this Agreement except on behalf of EDC, the City of Joshua, or JACC as an officer or employee. Any violation of this section with the knowledge, express or implied, of the person involved shall render this Agreement voidable by the EDC Board of Directors and the City of Joshua.
- E. **Assignment.** JACC may not assign this Agreement without the consent of the EDC and the City of Joshua. The EDC with the approval of the City of Joshua City Council may assign this Agreement or any part thereof to another entity at any time with notice to JACC.
- F. **Notices.** All notices pursuant to this Agreement shall be made in writing to the following officers or their successors or assigns:

EDC:

President
 Joshua Type A Economic Development Corporation
 101 South Main
 Joshua, TX 76058

City of Joshua:

City Manager
 City of Joshua
 101 South Main
 Joshua, TX 76058

JACC:

President
 Joshua Area Chamber of Commerce

 Joshua, TX 76058

- G. **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- H. **Force Majeure.** If any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood, epidemic or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- I. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.
- J. **Amendment.** This Agreement may only be amended, altered or revoked by written instrument signed by JACC and EDC.

**JOSHUA TYPE A ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Its President

Date: _____

ATTEST:

City Secretary
City of Joshua

**JOSHUA AREA CHAMBER OF
COMMERCE**

By: _____
Its President

Date: _____

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOSHUA, TEXAS, AND WHATABURGER CORPORATE OFFICE

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOSHUA, TEXAS, AND WHATABURGER CORPORATE OFFICE (“Agreement”), is entered into as of this ____ day of _____, 2024, by and between the **CITY OF JOSHUA, TEXAS**, a home-rule municipality of the State of Texas (“the City”), and **WHATABURGER CORPORATE OFFICE**, a Texas corporation (“the Company”). Collectively, the City and the Company may be referred to as “Parties” and individually as a “Party,” acting by and through their respective authorized officers.

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

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

WHEREAS, the Company hereby agrees that it shall construct and operate a Whataburger in the City at _____ (the “Property”), and in conjunction therewith, the City hereby agrees to the incentives referenced herein; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and the Company.

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

1. Water and Wastewater Impact Fee Reimbursements and Expedited Permitting. The City agrees that it shall reimburse the Company for any and all water and wastewater impact fees paid by the Company to the Johnson County Special Utility District, pursuant to Chapter 395 of the Texas Local Government Code, for the Whataburger located on the Property. The Company shall provide the City with appropriate evidence of its payment of the foregoing impact fees to Johnson County Special Utility District and the City shall reimburse the Company the amount of said impact fees within thirty (30) days of receipt of evidence of payment. Additionally, the City agrees that it shall endeavor to expedited permitting of any City permits required for the construction of the Whataburger on the Property.

2. City Fee Waivers/Reimbursements. The Parties agree and acknowledge that the Company, in constructing its restaurant facility, shall incur fees and/or costs for City permits, including but not limited to required inspections as well as engineering,

building, and development permits and fees. Therefore, the City agrees that, at the Company's discretion, it shall waive and/or reimburse the Company for any of the foregoing fees up to Ten Thousand Dollars and No/100 Cents (\$10,000.00), and the Company shall provide the City with appropriate evidence of any fees it so paid the City. Reimbursement of said costs by the City shall be within thirty (30) days of receipt of evidence of payment. In the event the Company opts to request the waiver of fees and/or costs, it shall so notify the City at least ten (10) business days in advance of the date the fees and/or costs sought to be waived will be imposed, and the City shall provide the Company with the dollar value of any such fees and/or costs so waived. The City shall maintain a running total of fees and/or costs either reimbursed or waived, and shall notify the Company when such waivers or reimbursements equal Ten Thousand and No/100 Dollars (\$10,000.00).

3. Default. Each of the following shall constitute an Event of Default under this Agreement:

(a) The Company does not obtain a building permit for the Whataburger on the Property prior to _____, 202__;

(b) Any warranty, representation or statement made or furnished to the City by or on behalf of the Company under this Agreement or any document(s) related hereto is/are false or misleading in any material respect, either now or at the time made or furnished, and the Company fails to cure same within ninety (90) days after written notice from the City describing the violation, or if such violation cannot be cured within such 90-day period in the exercise of all due diligence, then if the Company fails to commence such cure within such 90-day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if the Company learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and the Company fails to provide written notice to the City of the false and misleading nature of such warranty, representation or statement within ten (10) days after the Company learns of its false or misleading nature.

(c) The dissolution or termination of the Company's existence as a going business, the Company's insolvency, appointment of a receiver for the Company, any assignment of all or substantially all of the assets of the Company for the benefit of creditors of the Company, any type of creditor workout for the Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Company unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

(d) Failure of the Company to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement or in any related documents (including applicable City ordinances), or failure of the Company to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between the Company and the City, and the Company fails to cure such failure within ninety (90) days after written notice from the City describing such failure, or if such

9. **Entire Agreement; Binding Effect of Agreement.** This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

10. **Invalidation.** Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

11. **Facsimile.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms herein.

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

13. **Filing.** This Agreement shall be filed in the deed records of Johnson County, Texas.

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

15. **Non-Binding Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

16. **Sovereign Immunity.** The Parties agree that the City has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

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

18. **Amendment; Assignment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party. Further, this Agreement shall not be assigned or otherwise transferred without the express written consent of the City.

19. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

20. Compliance with Chapter 2264, Texas Government Code. The Company certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Company, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Property now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies the Company of the violation.

21. Filing of Form 1295 Certificate. The Company agrees to comply with Texas Government Code Section 2252.908 and in connection therewith, the Company agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

22. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that the Company is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

23. Report Agreement to Texas Comptroller's Office. The City covenants and agrees to report this Agreement to the Texas Comptroller's Office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Local Government Code.

24. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Company employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Company represents that (1) the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

25. Verification Against Discrimination and Non-Boycott of Energy Companies. Pursuant to Texas Government Code Chapter 2276, unless otherwise

exempt, if the Company employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Company represents that: (1) the Company does not boycott energy companies; and (2) the Company will not boycott energy companies during the Term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

THE CITY OF JOSHUA, TEXAS

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Scott Kimble, Mayor of the City of Joshua, Texas.

Notary Public, State of Texas

WHATABURGER CORPORATE OFFICE

Name: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, the _____ of Whataburger Corporate Office, on behalf of said corporation.

Notary Public, State of Texas

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOSHUA, TEXAS, AND SMI SOUTHERN MULTIFOODS, INC.

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOSHUA, TEXAS, AND SMI SOUTHERN MULTIFOODS, INC. (“Agreement”), is entered into as of this ____ day of _____, 2024, by and between the **CITY OF JOSHUA, TEXAS**, a home-rule municipality of the State of Texas (“the City”), and **SMI SOUTHERN MULTIFOODS, INC.**, a Florida corporation (“the Company”). Collectively, the City and the Company may be referred to as “Parties” and individually as a “Party,” acting by and through their respective authorized officers.

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

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

WHEREAS, the Company hereby agrees that it shall construct and operate a Taco Bell in the City at _____ (the “Property”), and in conjunction therewith, the City hereby agrees to the incentives referenced herein; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and the Company.

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

1. Water and Wastewater Impact Fee Reimbursements and Expedited Permitting. The City agrees that it shall reimburse the Company for any and all water and wastewater impact fees paid by the Company to the Johnson County Special Utility District, pursuant to Chapter 395 of the Texas Local Government Code, for the Taco Bell located on the Property. The Company shall provide the City with appropriate evidence of its payment of the foregoing impact fees to Johnson County Special Utility District and the City shall reimburse the Company the amount of said impact fees within thirty (30) days of receipt of evidence of payment. Additionally, the City agrees that it shall endeavor to expedited permitting of any City permits required for the construction of the Taco Bell on the Property.

2. Reimbursement of Demolition Costs. The Parties agree and acknowledge that the Company shall incur demolition costs on the Property prior to the construction of the Taco Bell. Therefore, the City agrees that it shall reimburse the

Company for its demolition costs up to Fifteen Thousand Dollars and No/100 Cents (\$15,000.00), and the Company shall provide the City with appropriate evidence of the demolition costs so incurred. Reimbursement of said demolition costs by the City shall be within thirty (30) days of receipt of evidence of payment.

3. Reimbursement of Asbestos Removal Costs. The Parties agree and acknowledge that the Company shall incur asbestos removal costs on the Property prior to the construction of the Taco Bell. Therefore, the City agrees that it shall reimburse the Company for its asbestos removal costs up to Twenty-Eight Thousand Dollars and No/100 Cents (\$28,000.00), and the Company shall provide the City with appropriate evidence of the asbestos removal costs so incurred. Reimbursement of said asbestos removal costs by the City shall be within thirty (30) days of receipt of evidence of payment.

4. Default. Each of the following shall constitute an Event of Default under this Agreement:

(a) The Company does not obtain a building permit for the Taco Bell on the Property prior to _____, 202__;

(b) Any warranty, representation or statement made or furnished to the City by or on behalf of the Company under this Agreement or any document(s) related hereto is/are false or misleading in any material respect, either now or at the time made or furnished, and the Company fails to cure same within ninety (90) days after written notice from the City describing the violation, or if such violation cannot be cured within such 90-day period in the exercise of all due diligence, then if the Company fails to commence such cure within such 90-day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if the Company learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and the Company fails to provide written notice to the City of the false and misleading nature of such warranty, representation or statement within ten (10) days after the Company learns of its false or misleading nature.

(c) The dissolution or termination of the Company's existence as a going business, the Company's insolvency, appointment of a receiver for the Company, any assignment of all or substantially all of the assets of the Company for the benefit of creditors of the Company, any type of creditor workout for the Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Company unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

(d) Failure of the Company to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents (including applicable City ordinances), or failure of the Company to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between the Company and the City, and the Company fails to cure such failure within ninety (90) days after written notice from the City describing such failure, or if such

10. Entire Agreement; Binding Effect of Agreement. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

11. Invalidation. Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. Facsimile. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms herein.

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

14. Filing. This Agreement shall be filed in the deed records of Johnson County, Texas.

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

16. Non-Binding Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

17. Sovereign Immunity. The Parties agree that the City has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

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

19. Amendment; Assignment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party. Further,

this Agreement shall not be assigned or otherwise transferred without the express written consent of the City.

20. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

21. Compliance with Chapter 2264, Texas Government Code. The Company certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Company, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Property now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies the Company of the violation.

22. Filing of Form 1295 Certificate. The Company agrees to comply with Texas Government Code Section 2252.908 and in connection therewith, the Company agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

23. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that the Company is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

24. Report Agreement to Texas Comptroller's Office. The City covenants and agrees to report this Agreement to the Texas Comptroller's Office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Local Government Code.

25. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Company employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Company represents that (1) the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

26. Verification Against Discrimination and Non-Boycott of Energy Companies. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the Company employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Company represents that: (1) the Company does not boycott energy companies; and (2) the Company will not boycott energy companies during the Term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

THE CITY OF JOSHUA, TEXAS

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Scott Kimble, Mayor of the City of Joshua, Texas.

Notary Public, State of Texas

