



**AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
MARCH 20, 2025
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 Joshua City Hall, located at 101 S. Main St., Joshua, Texas. This meeting is subject to the open meeting laws of the State of Texas.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/86350910718?pwd=UeKX89N6I8Nnbx5vhsvrBwj7VBBWeb.1>

Meeting ID: 86350910718 Passcode: 273863

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

C. INVOCATION

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for February 2025. (Staff Resource: M. Peacock)
2. Discussion on an Ordinance amending article 3.06, “Signs” of Chapter 3, “Building Regulations,” of the Code of Ordinances, by replacing said article with a new article 3.06, “Signs”; extending the City’s sign ordinance and regulations to the City’s extraterritorial jurisdiction. (Staff Resource: A. Maldonado)

E. 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.

F. 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. Introduction of New Employees and Promotions
2. Swearing-In Ceremony for Pastor Chris Copeland as Police and Fire Chaplain

G. CONSENT AGENDA

1. Discuss, consider, and possible action regarding the meeting minutes of February 20, 2025, and March 10, 2025. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on a resolution designating Aaron Maldonado as a signatory for the City of Joshua Joshua's Financial Accounts.
3. Discuss, consider, and possible action on an Ordinance authorizing the Advance Funding Agreement for Local Government Maintenance of Railroad Pavement Markings and Signs. (Staff Resource: M. Peacock)

H. REGULAR AGENDA

1. Public hearing on a request for a Conditional Use Permit regarding approximately 4.28 acres of land in the C Chaney Survey, Abstract 175, TR 8, County of Johnson, Texas, located at 410 N. Broadway, allowing for the storage of Recreational Vehicle- more than one, in the (C2) General Commercial District. (Staff Resource: A. Maldonado)

Staff Presentation

Owner's Presentation

Those in Favor

Those Against

Owner's Rebuttal

2. Discuss, consider, and possible action on approving an Ordinance for a Conditional Use Permit regarding approximately 4.28 acres of land in the C Chaney Survey, Abstract 175, TR 8, County of Johnson, Texas, located at 410 N Broadway, allowing for the storage of Recreational Vehicle-more than one, in the (C2) General Commercial District. (Staff Resource: A. Maldonado)
3. Discuss, consider, and possible action on approving an Ordinance amending article 3.06, "Signs" of Chapter 3, "Building Regulations," of the Code of Ordinances, by replacing said article with a new article 3.06, "Signs"; extending the City's sign ordinance and regulations to the City's extraterritorial jurisdiction. (Staff Resource: A. Maldonado)
4. Discuss, consider, and possible action on a Resolution expressing opposition to House Bill 134 relative to local sales tax sourcing. (Staff Resource: M. Peacock)
5. Discuss, consider, and possible action on a Resolution expressing opposition to House Bill 924 relative to local sales tax sourcing. (Staff Resource: M. Peacock)

6. Discuss, consider, and possible action on an agreement between the City of Joshua Type A Economic Development Corporation and the Joshua Area Chamber of Commerce regarding community engagement and support. (Staff Resource: M. Peacock)
7. Discuss, consider, and possible action on a franchise renewal for the solid waste services. (Staff Resource: M. Peacock)
8. Discuss, consider, and possible action on the execution of a municipal lease agreement for the Fire Department brush truck. (Staff Resource: M. Peacock)
9. Discuss, consider, and possible action on an Interlocal Agreement for providing Emergency Services.

I. STAFF REPORT

1. Police Department
2. Fire Department
3. Municipal Court
4. Development Services
5. Code Compliance
6. Public Works Report
7. Park's Department
8. Animal Services
9. City Secretary's Office

J. 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:

1. Pursuant to the Texas Government Code, Section 551.071, consultation with the City Attorney to receive legal advice related to an Interlocal Agreement for Providing Emergency Services, and all matters incident and related thereto.

K. 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.

L. 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.

M. ADJOURN

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 551.071 for private consultation with the attorney for the City.

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 March 15, 2025, by 5:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary



**City Council Agenda
March 20, 2025**

Work Session Item

Agenda Description:

Review and discuss questions related to the budget report and financial statement for February 2025. (Staff Resource: M. Peacock)

Background Information:

Financial Information:

City Contact and Recommendations:

Mike Peacock, City Manager

Attachments:

1. Financial Report for February 2025

City of Joshua
 Financial Statement
 As of February 28, 2025

3/4/2025 3

Item 1.

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Tax Revenue	1,223,051.50	468,705.17	754,346.33	4,232,578.06	5,624,462.00	75.25%	1,391,883.94
Charges for Services	59,625.33	59,625.33	0.00	298,126.65	715,504.00	41.67%	417,377.35
Licenses, Permits & Fees	33,644.42	30,662.08	2,982.34	126,864.06	367,945.00	34.48%	241,080.94
Fines & Forfeitures	17,550.48	17,733.33	(182.85)	78,482.38	212,800.00	36.88%	134,317.62
Grants & Contributions	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
Intergovernmental Revenues	16,250.00	10,254.25	5,995.75	34,545.57	123,051.00	28.07%	88,505.43
Investment Earnings	13,263.70	5,000.00	8,263.70	46,231.64	60,000.00	77.05%	13,768.36
Transfers In	0.00	42,110.25	(42,110.25)	0.00	505,323.00	0.00%	505,323.00
Miscellaneous	5,105.28	3,126.67	1,978.61	28,302.16	37,520.00	75.43%	9,217.84
Sale of Assets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	<u>1,368,490.71</u>	<u>637,342.08</u>	<u>731,148.63</u>	<u>4,845,130.52</u>	<u>7,648,105.00</u>	<u>63.35%</u>	<u>2,802,974.48</u>
Expense Summary							
Personnel	335,417.37	413,409.52	(77,992.15)	1,700,740.54	4,960,915.00	34.28%	3,260,174.46
Debt Service	16,652.25	19,164.92	(2,512.67)	80,974.93	229,979.00	35.21%	149,004.07
Capital Outlay	1,160.00	10,013.33	(8,853.33)	21,138.55	120,160.00	17.59%	99,021.45
Contract & Professional Services	34,972.24	57,350.22	(22,377.98)	274,500.17	688,203.00	39.89%	413,702.83
Utilities	17,641.08	17,883.09	(242.01)	68,019.73	214,597.00	31.70%	146,577.27
Special Events	3,500.00	1,089.00	2,411.00	9,184.55	13,068.00	70.28%	3,883.45
Supplies	18,533.74	26,841.56	(8,307.82)	94,216.37	322,099.00	29.25%	227,882.63
Miscellaneous	9,349.84	29,201.74	(19,851.90)	119,608.06	350,421.00	34.13%	230,812.94
Transfers Out	0.00	4,166.67	(4,166.67)	0.00	50,000.00	0.00%	50,000.00
Repair & Maintenance	34,001.47	26,344.81	7,656.66	134,625.93	316,138.00	42.58%	181,512.07
Charges for Services	0.00	166.67	(166.67)	474.00	2,000.00	23.70%	1,526.00
Not Categorized	226.59	461.58	(234.99)	656.45	5,539.00	11.85%	4,882.55
Expense Totals	<u>471,454.58</u>	<u>606,093.11</u>	<u>(134,638.53)</u>	<u>2,504,139.28</u>	<u>7,273,119.00</u>	<u>34.43%</u>	<u>4,768,979.72</u>

City of Joshua
 Financial Statement
 As of February 28, 2025

3/4/2025 3:40:

Item 1.

100 - General Fund 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	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Non-Departmental 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>

100 - General Fund Community Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Special Events	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Utilities	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Community Services 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>

100 - General Fund General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	1,160.00	10,013.33	(8,853.33)	21,138.55	120,160.00	17.59%	99,021.45
Contract & Professional Services	10,179.18	14,754.83	(4,575.65)	78,238.61	177,058.00	44.19%	98,819.39
Debt Service	0.00	287.50	(287.50)	600.00	3,450.00	17.39%	2,850.00
Miscellaneous	4,726.05	24,129.16	(19,403.11)	97,561.27	289,550.00	33.69%	191,988.73
Personnel	200.00	244.83	(44.83)	2,902.00	2,938.00	98.77%	36.00
Special Events	3,500.00	540.25	2,959.75	7,677.40	6,483.00	118.42%	(1,194.40)
Supplies	1,729.96	166.67	1,563.29	7,257.36	2,000.00	362.87%	(5,257.36)
Transfers Out	0.00	4,166.67	(4,166.67)	0.00	50,000.00	0.00%	50,000.00

City of Joshua
 Financial Statement
 As of February 28, 2025

General Non-Departmental Totals	21,495.19	54,303.24	(32,808.05)	215,375.19	651,639.00	33.05%	436,263.81
--	-----------	-----------	-------------	------------	------------	--------	------------

100 - General Fund Mayor/Council/City Secretary	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	6,160.96	2,440.25	3,720.71	7,237.58	29,283.00	24.72%	22,045.42
Miscellaneous	775.48	1,066.58	(291.10)	1,107.78	12,799.00	8.66%	11,691.22
Personnel	11,933.32	13,155.75	(1,222.43)	60,580.52	157,869.00	38.37%	97,288.48
Special Events	0.00	375.00	(375.00)	1,478.17	4,500.00	32.85%	3,021.83
Supplies	131.09	970.67	(839.58)	403.36	11,648.00	3.46%	11,244.64
Utilities	40.23	42.00	(1.77)	160.92	504.00	31.93%	343.08
Mayor/Council/City Secretary Totals	19,041.08	18,050.25	990.83	70,968.33	216,603.00	32.76%	145,634.67

100 - General Fund Administration	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
Contract & Professional Services	633.17	1,139.58	(506.41)	8,759.56	13,675.00	64.06%	4,915.44
Debt Service	1,221.57	1,297.42	(75.85)	5,605.44	15,569.00	36.00%	9,963.56
Miscellaneous	0.00	13.33	(13.33)	84.49	160.00	52.81%	75.51
Personnel	28,265.54	41,090.49	(12,824.95)	146,747.66	493,086.00	29.76%	346,338.34
Repair & Maintenance	1,730.41	2,208.33	(477.92)	9,690.23	26,500.00	36.57%	16,809.77
Supplies	254.33	679.16	(424.83)	1,570.13	8,150.00	19.27%	6,579.87
Utilities	1,781.48	1,716.09	65.39	7,534.59	20,593.00	36.59%	13,058.41
Administration Totals	33,886.50	48,144.40	(14,257.90)	179,992.10	577,733.00	31.15%	397,740.90

100 - General Fund Police Department	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

City of Joshua
 Financial Statement
 As of February 28, 2025

3/4/2025 3:40:

Item 1.

Contract & Professional Services	10,991.89	8,539.91	2,451.98	84,011.76	102,479.00	81.98%	18,467.24
Debt Service	8,283.60	9,582.83	(1,299.23)	39,034.09	114,994.00	33.94%	75,959.91
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	117,724.37	148,348.33	(30,623.96)	591,870.83	1,780,180.00	33.25%	1,188,309.17
Repair & Maintenance	3,128.32	7,715.17	(4,586.85)	17,865.75	92,582.00	19.30%	74,716.25
Supplies	1,100.36	2,595.91	(1,495.55)	8,215.59	31,151.00	26.37%	22,935.41
Utilities	1,652.31	2,073.41	(421.10)	5,733.64	24,881.00	23.04%	19,147.36
Police Department Totals	142,880.85	178,855.56	(35,974.71)	746,731.66	2,146,267.00	34.79%	1,399,535.34

100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	1,633.32	4,244.67	(2,611.35)	15,106.49	50,936.00	29.66%	35,829.51
Debt Service	2,245.61	2,603.00	(357.39)	11,228.05	31,236.00	35.95%	20,007.95
Miscellaneous	1,414.79	1,224.59	190.20	6,246.57	14,695.00	42.51%	8,448.43
Personnel	30,122.59	36,150.33	(6,027.74)	166,294.64	433,804.00	38.33%	267,509.36
Repair & Maintenance	3,921.79	6,063.66	(2,141.87)	37,431.38	72,764.00	51.44%	35,332.62
Supplies	13,038.54	13,013.58	24.96	57,473.11	156,163.00	36.80%	98,689.89
Utilities	6,001.07	5,558.33	442.74	23,123.90	66,700.00	34.67%	43,576.10
Public Works Totals	58,377.71	68,858.16	(10,480.45)	316,904.14	826,298.00	38.35%	509,393.86

100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Charges for Services	0.00	166.67	(166.67)	474.00	2,000.00	23.70%	1,526.00
Contract & Professional Services	2,101.77	2,601.75	(499.98)	10,034.18	31,221.00	32.14%	21,186.82
Miscellaneous	69.94	116.67	(46.73)	139.88	1,400.00	9.99%	1,260.12
Personnel	5,670.56	6,575.84	(905.28)	31,177.13	78,910.00	39.51%	47,732.87
Repair & Maintenance	0.00	29.17	(29.17)	0.00	350.00	0.00%	350.00

City of Joshua
 Financial Statement
 As of February 28, 2025

Supplies	9.59	369.42	(359.83)	603.61	4,433.00	13.62%	3,829.39
Municipal Court Totals	<u>7,851.86</u>	<u>9,859.52</u>	<u>(2,007.66)</u>	<u>42,428.80</u>	<u>118,314.00</u>	<u>35.86%</u>	<u>75,885.20</u>

100 - General Fund Development Services	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
Contract & Professional Services	986.81	8,839.34	(7,852.53)	14,004.28	106,072.00	13.20%	92,067.72
Debt Service	1,281.84	1,402.42	(120.58)	6,409.20	16,829.00	38.08%	10,419.80
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	23,873.21	26,226.74	(2,353.53)	115,669.54	314,721.00	36.75%	199,051.46
Repair & Maintenance	193.59	129.50	64.09	905.56	1,554.00	58.27%	648.44
Supplies	299.20	505.84	(206.64)	933.95	6,070.00	15.39%	5,136.05
Utilities	132.28	125.17	7.11	503.00	1,502.00	33.49%	999.00
Development Services Totals	<u>26,766.93</u>	<u>37,229.01</u>	<u>(10,462.08)</u>	<u>138,425.53</u>	<u>446,748.00</u>	<u>30.99%</u>	<u>308,322.47</u>

100 - General Fund Animal Services	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
Contract & Professional Services	467.58	1,930.32	(1,462.74)	3,927.76	23,164.00	16.96%	19,236.24
Debt Service	1,144.81	1,227.08	(82.27)	5,724.05	14,725.00	38.87%	9,000.95
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	16,353.32	16,852.42	(499.10)	57,525.34	202,229.00	28.45%	144,703.66
Repair & Maintenance	783.39	1,249.00	(465.61)	6,793.84	14,988.00	45.33%	8,194.16
Special Events	0.00	173.75	(173.75)	28.98	2,085.00	1.39%	2,056.02
Supplies	1,152.45	2,131.08	(978.63)	7,435.15	25,573.00	29.07%	18,137.85
Utilities	1,560.07	1,344.75	215.32	5,455.64	16,137.00	33.81%	10,681.36
Animal Services Totals	<u>21,461.62</u>	<u>24,908.40</u>	<u>(3,446.78)</u>	<u>86,890.76</u>	<u>298,901.00</u>	<u>29.07%</u>	<u>212,010.24</u>

City of Joshua
 Financial Statement
 As of February 28, 2025

100 - General Fund Fire Department	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
Contract & Professional Services	997.39	2,393.67	(1,396.28)	8,071.42	28,724.00	28.10%	20,652.58
Debt Service	778.49	798.67	(20.18)	3,892.45	9,584.00	40.61%	5,691.55
Miscellaneous	2,076.08	2,019.67	56.41	13,492.07	24,236.00	55.67%	10,743.93
Personnel	58,924.32	77,162.40	(18,238.08)	316,908.94	925,949.00	34.23%	609,040.06
Repair & Maintenance	18,603.35	5,572.74	13,030.61	47,011.84	66,873.00	70.30%	19,861.16
Supplies	571.43	2,616.07	(2,044.64)	4,205.44	31,393.00	13.40%	27,187.56
Utilities	2,641.24	3,729.50	(1,088.26)	12,182.24	44,754.00	27.22%	32,571.76
Fire Department Totals	84,592.30	94,292.72	(9,700.42)	405,764.40	1,131,513.00	35.86%	725,748.60

100 - General Fund Parks & Recreation	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
Contract & Professional Services	166.83	386.58	(219.75)	1,178.43	4,639.00	25.40%	3,460.57
Debt Service	1,696.33	1,966.00	(269.67)	8,481.65	23,592.00	35.95%	15,110.35
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized	226.59	461.58	(234.99)	656.45	5,539.00	11.85%	4,882.55
Personnel	16,388.10	18,831.16	(2,443.06)	80,309.37	225,974.00	35.54%	145,664.63
Repair & Maintenance	5,640.62	3,377.24	2,263.38	14,927.33	40,527.00	36.83%	25,599.67
Supplies	246.79	2,974.91	(2,728.12)	5,007.71	35,699.00	14.03%	30,691.29
Utilities	3,832.40	3,293.84	538.56	13,325.80	39,526.00	33.71%	26,200.20
Parks & Recreation Totals	28,197.66	31,291.31	(3,093.65)	123,886.74	375,496.00	32.99%	251,609.26

100 - General Fund Fire Marshal	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
--	-------------------------	-------------------------	--------------------	---------------	------------------	------------------	---------------------

City of Joshua
 Financial Statement
 As of February 28, 2025

3/4/2025 3:40:

Item 1.

Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Utilities	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Fire Marshal Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

100 - General Fund Human Resources	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	558.71	3,218.66	(2,659.95)	8,740.12	38,624.00	22.63%	29,883.88
Miscellaneous	0.00	423.41	(423.41)	0.00	5,081.00	0.00%	5,081.00
Personnel	9,531.24	10,693.56	(1,162.32)	46,754.46	128,323.00	36.43%	81,568.54
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	0.00	316.50	(316.50)	416.34	3,798.00	10.96%	3,381.66
Utilities	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Human Resources Totals	10,089.95	14,652.13	(4,562.18)	55,910.92	175,826.00	31.80%	119,915.08

100 - General Fund Finance Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	94.63	6,860.66	(6,766.03)	35,189.98	82,328.00	42.74%	47,138.02
Miscellaneous	287.50	208.33	79.17	976.00	2,500.00	39.04%	1,524.00
Personnel	16,430.80	18,077.67	(1,646.87)	84,000.11	216,932.00	38.72%	132,931.89
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	0.00	501.75	(501.75)	694.62	6,021.00	11.54%	5,326.38
Finance Department Totals	16,812.93	25,648.41	(8,835.48)	120,860.71	307,781.00	39.27%	186,920.29

City of Joshua
Financial Statement
As of February 28, 2025

3/4/2025 3:40:

Item 1.

Expense Total

<u>471,454.58</u>	<u>606,093.11</u>	<u>(134,638.53)</u>	<u>2,504,139.28</u>	<u>7,273,119.00</u>	<u>34.43%</u>	<u>4,768,979.72</u>
-------------------	-------------------	---------------------	---------------------	---------------------	---------------	---------------------



**MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
FEBRUARY 20, 2025
6:30 PM**

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/81280094671?pwd=VtvmrGRFljrIWqdMvmZLbT3UT5jXnu.1>

Meeting ID: 81280094671 Passcode: 717918

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Kimble announced a quorum and called the meeting to order at 6:30 pm.

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Kidd led the Pledge of Allegiance.

C. INVOCATION

Invocation given by Chris Copeland, Pastor of True-Life Church.

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for January 2025. (Staff Resource: M. Peacock)

City Manager Peacock reported that in the general fund, there were overages for supplies and electrical work for the Christmas tree. Funds will be transferred to the appropriate account to address these overages.

2. Review and discuss the 2024 Joshua Police Department Report Racial Profiling Analysis. (Staff Resource: S. Fullagar)

Chief Fullagar stated that the Racial Profiling Analysis showed no inconsistencies or complaints. Additionally, there were 227 traffic stops, all without any issues.

E. 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.

NA

F. 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.

Tommy Miller, the new Animal Services Manager, introduced himself and shared that he has worked in animal services on and off since 1988. He was welcomed by everyone.

City Manager Peacock reported that a couple of weeks ago, the Public Works team received a \$500 cash donation from a local business after finding equipment from a survey company. The reward funds were turned in to City Hall, and Peacock expressed a desire to recognize the Public Works team for their honesty at the council meeting. Public Works Director Hubacek stated he was honored to serve with his team and was proud of their actions.

Police Chief Fullagar introduced and recognized the following officers for their promotions: Officer Cox, Officer Lee, and Officer Stone.

G. CONSENT AGENDA

1. Discuss, consider, and possible action on the January 16, 2025, meeting minutes. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on a Resolution authorizing the submission of a grant application for the Police Portable Radio Project to the Office of the Governor. (Staff Resource: S. Fullagar)
3. Discuss, consider, and possible action on approving the Type B EDC expenditure of a shade structure in the amount of \$65,402.31. (Staff Resource: M. Peacock)
4. Discuss, consider, and possible action on approving an Interlocal Agreement with the City of Burleson for Animal Control Services.
5. Discuss, consider, and possible action on a resolution authorizing participation in the Equalis Group Purchasing Program. (Staff Resource: M. Freelen)

Motion made by Councilmember Breitenstein to approve the Consent Agenda. Seconded by Councilmember Kidd.

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

H. REGULAR AGENDA

1. Discuss, consider, and possible action on an Ordinance declaring unopposed candidates for Mayor, Council Member Place 1, and Council Member Place 3 Elected to Office and canceling the May 3, 2025, General Election. (Staff Resource: A. Holloway)

Motion made by Councilmember Kidd to approve an Ordinance canceling the May 03, 2025, General Election. Seconded by Councilmember Waldrip.

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

2. Discuss, consider, and possible action on accepting the FY2024 Annual Audit/Financial Report. (Staff Resource: M. Freelen)

Motion made by Councilmember Waldrip to accept the FY2024 Annual Audit/Financial Report. Seconded by Councilmember Kidd.

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

3. Discuss, consider, and possible action on a Chapter 380 Economic Development Agreement between the City of Joshua and Rumfield Properties regarding 207 North Main Street. (Staff Resource: M. Peacock)

Motion made by Councilmember Waldrip to approve the Chapter 380 Economic Development Agreement. Seconded by Councilmember Nichols.

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

4. Discuss, consider, and possible action on a Chapter 380 Economic Development Agreement between the City of Joshua and Rumfield Properties regarding 204 North Main Street. (Staff Resource: M. Peacock)

Motion made by Councilmember Kidd to approve a Chapter 380 Economic Development Agreement. Seconded by Councilmember Waldrip.

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

5. Discuss, consider, and possible action on a Resolution nominating a candidate for the Johnson County Central Appraisal District Board of Directors. (Staff Resource: A. Holloway)

Mrs. Becca Reyes, District Manager for State Rep. Helen Kerwin, stated she is present to support Mr. Peter Svendsen's nomination to the JCAD Board.

Mr. Mike McCorkle, a Johnson County resident since 1986, expressed his support for Svendsen and read a statement from Svendsen, who was out of town due to the death of a friend.

Craig Hudley of Grandview, TX, also spoke in favor of Peter Svendsen.

Motion made by Mayor Kimble to nominate Peter Svendsen. Seconded by Councilmember Breitenstein. Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein

6. Discuss, consider, and possible action on a development agreement between the City of Joshua and Joshua Gardens, LLC.

Motion made by Councilmember Kidd to approve a development agreement with Joshua Gardens LLC. Seconded by Councilmember Waldrip.

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

- 7. Discuss, consider, and possible action on a Resolution supporting Johnson County Special Utility District's request to modify Chapter 7216 of the Texas Special District Local Laws Code.

This item was moved to the end of the agenda.

Motion made by Councilmember Kidd to reject the Resolution as presented. Seconded by Councilmember Waldrip.

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

I. STAFF REPORT

- 1. Police Department
- 2. Fire Department
- 3. Municipal Court
- 4. Public Works
- 5. Code Enforcement
- 6. Parks and Recreation
- 7. Animal Services
- 8. City Secretary's Office

J. 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.

NA

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:

- 1. Pursuant to the Texas Government Code, Section 551.071, consultation with the City Attorney to receive legal advice related to an Interlocal Agreement for Providing Emergency Services, and all matters incident and related thereto.
- 2. Pursuant to the Texas Government Code, Section 551.071, consultation with the City Attorney regarding legal advice related to actions and procedures authorized by Chapter 42 and 43 of the Texas Local Government Code, and all matters incident and related thereto.
- 3. Pursuant to the Texas Government Code Section 551.072 of the Texas Government Code: to discuss or deliberate the purchase, exchange, lease, or value of real property.

Mayor Kimble announced that the City Council will recess into Executive Session at 7:20 pm.

Item 1.

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.

No action taken.

M. ADJOURN

Mayor Kimble adjourned the meeting at 8:17 pm.

Approved: March 20, 2025

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary



MINUTES
CITY COUNCIL SPECIAL MEETING
COUNCIL CHAMBERS
MARCH 10, 2025
6:00 PM

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/86737148083?pwd=6U19gBvsXfbs2EJHk2TNXBrhx9nKpp.1>

Meeting ID: 86737148083 Passcode: 335958

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Kimble announced a quorum and called the meeting to order at 6:01 pm.

B. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

NA

C. REGULAR AGENDA

1. Discuss, consider, and possible action on a resolution relative to Johnson County Special Utility District's request to amend Chapter 7216 of the Texas Special District Local Laws Code.

Mr. Josh Howard, General Manager of Johnson County Special Utility District (JCSUD), presented a flyer and map of their service area. He explained that the proposed resolution supports a TCEQ exemption, allowing the district to transition to a single-member district and ensuring representation for all areas, including rural ones.

Mayor Kimble inquired about the district's division, to which Mr. Howard replied that the specifics are unclear but will likely involve hiring a firm to assess the population. Councilmember Kidd asked whether the public or the board would make decisions about districting, and Mr. Howard indicated that the board would likely handle the decision.

Mr. Howard noted that the legislative proposal pertains only to Johnson County.

Mayor Kimble then announced a recess into executive session at 6:35 p.m. for attorney consultation and reconvened the meeting at 6:56 p.m.

City Attorney Welch read the resolution: *A Resolution of the City Council of Joshua, Texas, Supporting in Part and Opposing in Part Johnson County Special Utility District’s Request to Amend Chapter 7216 of the Texas Special District Local Laws Code, Making Findings, and Providing for an Effective Date.*

Councilmember Kidd moved to approve the resolution, and Councilmember Waldrip seconded the motion.

Motion made by Councilmember Kidd to approve the resolution read by the City Attorney. Seconded by Councilmember Waldrip.

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

D. 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.

NA

E. ADJOURN

Mayor Kimble adjourned the meeting at 6:58 pm.

**CITY OF JOSHUA
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, DESIGNATING AARON MALDONADO AS A SIGNATORY FOR THE CITY OF JOSHUA'S FINANCIAL ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua, Texas ("City Council") has determined that it is in the best interest of the City to amend the list of authorized signatories on all financial accounts of the city, including but not limited to Pinnacle Bank accounts, by adding Aaron Maldonado and removing Amber Bransom; and

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

SECTION 1. The preamble above is true and correct and is incorporated into this resolution for all purposes.

SECTION 2. The City Council hereby designates Aaron Maldonado as an authorized signatory on all financial accounts of the City of Joshua, including but not limited to Pinnacle Bank accounts.

SECTION 3. The City Council hereby removes Amber Bransom as an authorized signatory on the financial accounts of the City of Joshua.

SECTION 4. This resolution shall take effect immediately upon its passage in accordance with the laws of the State of Texas.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THE 12th DAY OF MARCH 2025.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

AN ORDINANCE AUTHORIZING ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT MAINTENANCE OF RAILROAD PAVEMENT MARKINGS AND SIGNS (OFF-SYSTEM)

WHEREAS, the Texas Department of Transportation (TxDOT) has identified the BNSF Railway highway-rail grade crossing list in the City of Joshua, by convening a Diagnostic Team comprised of interested parties of the Railroad, State and Local government officials for an inspection; and

WHEREAS the Diagnostic Team found that the highway-rail grade crossing and approaches to the highway-grade crossing are in need of upgrades for to be in compliance with Federal Highway Administration (FHWA), Texas Manual on Uniform Traffic Control Devices (TMUTCD), American Railway Engineering and Maintenance of Way Association (AREMA) and other industry standards; and

WHEREAS, TxDOT has initiated a project with the Railroad and will seek funding for the project to bring the highway-grade crossings into compliance with Federal, State and industry regulatory standards; and

WHEREAS, at the completion of the project, City of Joshua, shall receive from TxDOT at no cost, the installed improvements that were installed on locally owned roadways and facilities as a part of the project, as locally owned facilities; and

WHEREAS, after accepting the roadway signage and pavement markings as locally owned facilities, City of Joshua agrees to maintain the installed roadway signage and pavement markings to the standards of the City of Joshua and in compliance with the TMUTCD.

WHEREAS, City of Joshua, authorizes an Advance Funding Agreement for Local Government Maintenance of Railroad Crossing Approaches (Off-System) with Texas Department of Transportation for the City of Joshua to maintain the installed improvements in the standards of the City of Joshua. The authorized representative of the City of Joshua is authorized to execute all documents necessary to complete this transaction.

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

That the City of Joshua Council authorizes an Advance Funding Agreement with the State of Texas for the maintenance of railroad crossing signs and pavement markings installed on as shown in Attachment A.

The City Manager is authorized to execute all documents necessary to complete this transaction.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this ___ day of Month, Year.

NAME, TITLE OF AUTHORIZED SIGNER
City of Joshua, Texas

CCSJ #	0902-50-147			Item 3.
AFA CSJs	0902-50-147			
District #	02	AFA ID		
Code Chart 64 #	21350 CITY OF JOSHUA			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR
LOCAL GOVERNMENT MAINTENANCE OF
RAILROAD PAVEMENT MARKINGS AND SIGNS
(OFF-SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas (“State”), acting by and through the Texas Department of Transportation (“TxDOT”), and the City of Joshua, acting by and through its duly authorized officials (“Local Government”).

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration (“FHWA”) and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 (“Section 130”) provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified BNSF Railway highway-rail grade crossings in the City of Joshua, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a **Section 130 project** with the Railroad(s) to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a **Section 130 project**, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a **Section 130 project**; and,

WHEREAS, the Local Government desires a **Section 130 project** within its jurisdiction consisting of upgrade and installation of traffic signage and pavement markings (“Section 130 Project”) and understands that the **Section 130 Project** will upgrade or install new signs and pavement markings, which are identified and provided in Attachment B, that the Local Government will be responsible for maintaining; and

CCSJ #	0902-50-147			Item 3.
AFA CSJs	0902-50-147			
District #	02	AFA ID		
Code Chart 64 #	21350 CITY OF JOSHUA			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated {select date here.}, which is attached to this agreement as Attachment C.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. Scope of Work

Upon completion of the **Section 130 Project**, the Local Government will fund and maintain the items as listed in Attachment B in accordance with applicable standards of the Local Government and in compliance with the TMUTCD.

3. Termination of this Agreement

This agreement shall remain in effect unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

4. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Compliance with Accessibility Standards

The Local Government shall ensure that maintenance is in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (“**TDLR**”) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

CCSJ #	0902-50-147			<i>Item 3.</i>
AFA CSJs	0902-50-147			
District #	02	AFA ID		
Code Chart 64 #	21350 CITY OF JOSHUA			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			

7. Notice

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
_____	Director of Contract Services
_____	Texas Department of Transportation
_____	125 E. 11 th Street
_____	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

8. Legal Construction

This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

12. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds

CCSJ #	0902-50-147			Item 3.
AFA CSJs	0902-50-147			
District #	02	AFA ID		
Code Chart 64 #	21350 CITY OF JOSHUA			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			

directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party’s signature.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Signature

Typed or Printed Name

Title

Date

CCSJ #	0902-50-147			Item 3.
AFA CSJs	0902-50-147			
District #	02	AFA ID		
Code Chart 64 #	21350 CITY OF JOSHUA			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			

**Attachment A
LOCATION MAP SHOWING PROJECT**

DOT 020451H



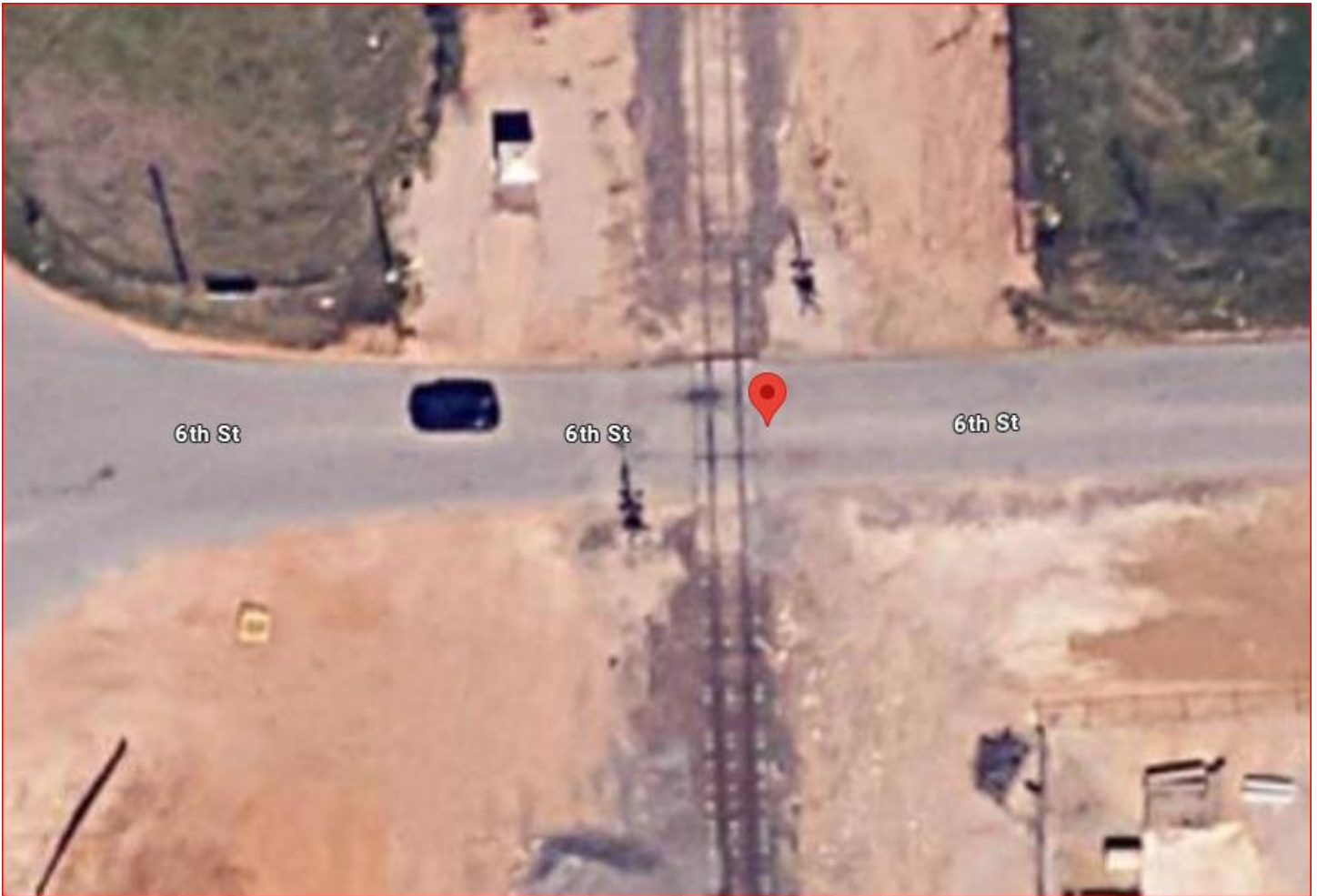
CCSJ #	0902-50-147			Item 3.
AFA CSJs	0902-50-147			
District #	02	AFA ID		
Code Chart 64 #	21350 CITY OF JOSHUA			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			

DOT 020453W



CCSJ #	0902-50-147			Item 3.
AFA CSJs	0902-50-147			
District #	02	AFA ID		
Code Chart 64 #	21350 CITY OF JOSHUA			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			

DOT 020454D



CCSJ #	0902-50-147			Item 3.
AFA CSJs	0902-50-147			
District #	02	AFA ID		
Code Chart 64 #	21350 CITY OF JOSHUA			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			

DOT 020455K





ATTACHMENT B

Project Signing & Striping Contract - CSJ 0902-50-147
Various Locations (see table below)
City of Joshua, Texas

SCOPE OF WORK

- The State or its Contractor to furnish, install and/or replace the appropriate pavement markings on roadway approaches to highway rail-grade crossings in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets.
- The State or its Contractor to furnish, install and/or replace the appropriate signs on roadway approaches to highway rail-grade crossings and/or parallel roadways within 100 feet of the highway rail-grade crossing, as required, in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD).
- The State to provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The City to maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.

Location List:

DOT	Railroad	Crossing Street	DOT	Railroad	Crossing Street
020451H	BNSF	22 nd Street	020453W	BNSF	West 12 th Street
020454D	BNSF	West 6 th Street	020455K	BNSF	Spring Valley Road

CCSJ #	0902-50-147			Item 3.
AFA CSJs	0902-50-147			
District #	02	AFA ID		
Code Chart 64 #	21350 CITY OF JOSHUA			
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			

Attachment C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DOT Num	County	Crossing Position	Crossing Status	Crossing Type
021869P	Johnson	At Grade	Open	Public
021870J	Johnson	At Grade	Open	Public
021872X	Johnson	At Grade	Open	Public
021874L	Johnson	At Grade	Open	Public
021876A	Johnson	At Grade	Open	Public
021877G	Johnson	At Grade	Open	Public
021880P	Johnson	At Grade	Open	Public
021883K	Johnson	At Grade	Open	Public
021884S	Johnson	At Grade	Open	Public
415982Y	Johnson	At Grade	Open	Public
415986B	Johnson	At Grade	Open	Public
415989W	Johnson	At Grade	Open	Public
415991X	Johnson	At Grade	Open	Public
415992E	Johnson	At Grade	Open	Public
415993L	Johnson	At Grade	Open	Public
415994T	Johnson	At Grade	Open	Public
415996G	Johnson	At Grade	Open	Public
020461N	Johnson	At Grade	Open	Public
020664T	Johnson	At Grade	Open	Public
020669C	Johnson	At Grade	Open	Public
415970E	Johnson	At Grade	Open	Public
415972T	Johnson	At Grade	Open	Public
415973A	Johnson	At Grade	Open	Public
415974G	Johnson	At Grade	Open	Public
415977C	Johnson	At Grade	Open	Public
415978J	Johnson	At Grade	Open	Public
415980K	Johnson	At Grade	Open	Public
415981S	Johnson	At Grade	Open	Public
975480G	Johnson	At Grade	Open	Public
020437M	Johnson	At Grade	Open	Public
020439B	Johnson	At Grade	Open	Public
020440V	Johnson	At Grade	Open	Public
020442J	Johnson	At Grade	Open	Public
020443R	Johnson	At Grade	Open	Public
020447T	Johnson	At Grade	Open	Public
020448A	Johnson	At Grade	Open	Public
020449G	Johnson	At Grade	Open	Public
020450B	Johnson	At Grade	Open	Public
021539J	Johnson	At Grade	Open	Public
021540D	Johnson	At Grade	Open	Public
021541K	Johnson	At Grade	Open	Public
021542S	Johnson	At Grade	Open	Public
021543Y	Johnson	At Grade	Open	Public
021544F	Johnson	At Grade	Open	Public
021545M	Johnson	At Grade	Open	Public
021546U	Johnson	At Grade	Open	Public
021549P	Johnson	At Grade	Open	Public
021558N	Johnson	At Grade	Open	Public
021560P	Johnson	At Grade	Open	Public

021562D	Johnson	At Grade	Open	Public
021566F	Johnson	At Grade	Open	Public
021568U	Johnson	At Grade	Open	Public
021855G	Johnson	At Grade	Open	Public
021856N	Johnson	At Grade	Open	Public
021857V	Johnson	At Grade	Open	Public
021858C	Johnson	At Grade	Open	Public
021859J	Johnson	At Grade	Open	Public
023162S	Johnson	At Grade	Open	Public
023163Y	Johnson	At Grade	Open	Public
023165M	Johnson	At Grade	Open	Public
023166U	Johnson	At Grade	Open	Public
020869L	Johnson	At Grade	Open	Public
020870F	Johnson	At Grade	Open	Public
021583W	Johnson	At Grade	Open	Public
021585K	Johnson	At Grade	Open	Public
021572J	Johnson	At Grade	Open	Public
021573R	Johnson	At Grade	Open	Public
021574X	Johnson	At Grade	Open	Public
021575E	Johnson	At Grade	Open	Public
021576L	Johnson	At Grade	Open	Public
021578A	Johnson	At Grade	Open	Public
021580B	Johnson	At Grade	Open	Public
924801W	Johnson	At Grade	Open	Public
416001J	Johnson	At Grade	Open	Public
416003X	Johnson	At Grade	Open	Public
416004E	Johnson	At Grade	Open	Public
416006T	Johnson	At Grade	Open	Public
416008G	Johnson	At Grade	Open	Public
416009N	Johnson	At Grade	Open	Public
416012W	Johnson	At Grade	Open	Public
020451H	Johnson	At Grade	Open	Public
020452P	Johnson	At Grade	Open	Public
020453W	Johnson	At Grade	Open	Public
020454D	Johnson	At Grade	Open	Public
020455K	Johnson	At Grade	Open	Public
021860D	Johnson	At Grade	Open	Public
021861K	Johnson	At Grade	Open	Public
021862S	Johnson	At Grade	Open	Public
021863Y	Johnson	At Grade	Open	Public
021866U	Johnson	At Grade	Open	Public
021867B	Johnson	At Grade	Open	Public
021868H	Johnson	At Grade	Open	Public
023158C	Johnson	At Grade	Open	Public
023159J	Johnson	At Grade	Open	Public
023160D	Johnson	At Grade	Open	Public
023161K	Johnson	At Grade	Open	Public
021887M	Johnson	At Grade	Open	Public
021890V	Johnson	At Grade	Open	Public
021891C	Johnson	At Grade	Open	Public

RR Operator Name	City	Highway	RR Milepost
BNSF Railway Company	Alvarado	CR0319	10.56
BNSF Railway Company	Alvarado	CR0000	11.57
BNSF Railway Company	Alvarado	LS0000	11.81
BNSF Railway Company	Alvarado	LS0000	12.18
BNSF Railway Company	Alvarado	LS0000	12.42
BNSF Railway Company	Alvarado	FM1807	12.51
BNSF Railway Company	Alvarado	LS0000	12.98
BNSF Railway Company	Alvarado	CR0207	15.21
BNSF Railway Company	Alvarado	CR0209	16.22
Union Pacific Railroad Company	Alvarado	CR0707	228.84
Union Pacific Railroad Company	Alvarado	CR0810	227.82
Union Pacific Railroad Company	Alvarado	CR0319	225.82
Union Pacific Railroad Company	Alvarado	FM3136	224.37
Union Pacific Railroad Company	Alvarado	LS0000	224.02
Union Pacific Railroad Company	Alvarado	CR0401	223.81
Union Pacific Railroad Company	Alvarado	CR0405	223.05
Union Pacific Railroad Company	Alvarado	CR0313	220.58
BNSF Railway Company	Burleson	CR1016	331.946
BNSF Railway Company	Burleson	LS0000	330.66
BNSF Railway Company	Burleson	LS0000	328.418
Union Pacific Railroad Company	Burleson	LS0000	237.28
Union Pacific Railroad Company	Burleson	LS0000	236.83
Union Pacific Railroad Company	Burleson	LS0000	236.77
Union Pacific Railroad Company	Burleson	LS0000	236.65
Union Pacific Railroad Company	Burleson	CR0714	234.57
Union Pacific Railroad Company	Burleson	CR0713	234.06
Union Pacific Railroad Company	Burleson	CR0805	232.15
Union Pacific Railroad Company	Burleson	FM0917	230.43
Union Pacific Railroad Company	Burleson	LS0000	236.767
BNSF Railway Company	Cleburne	LS0000	317.466
BNSF Railway Company	Cleburne	LS0000	317.566
BNSF Railway Company	Cleburne	LS0000	317.663
BNSF Railway Company	Cleburne	LS0000	319.316
BNSF Railway Company	Cleburne	CR0700	320.05
BNSF Railway Company	Cleburne	CR0000	320.526
BNSF Railway Company	Cleburne	CR0000	321.38
BNSF Railway Company	Cleburne	CR0903	322.88
BNSF Railway Company	Cleburne	CR0904	323.598
Fort Worth & Western Railroad	Cleburne	LS0000	0.18
Fort Worth & Western Railroad	Cleburne	LS0000	0.27
Fort Worth & Western Railroad	Cleburne	LS0000	0.37
Fort Worth & Western Railroad	Cleburne	LS0000	0.38
Fort Worth & Western Railroad	Cleburne	LS0000	0.49
Fort Worth & Western Railroad	Cleburne	LS0000	0.6
Fort Worth & Western Railroad	Cleburne	SH0174	0.83
Fort Worth & Western Railroad	Cleburne	LS0000	0.97
Fort Worth & Western Railroad	Cleburne	CR0900	2.29
Fort Worth & Western Railroad	Cleburne	CR1017	3.63
Fort Worth & Western Railroad	Cleburne	CR1018	4.32

Fort Worth & Western Railroad	Cleburne	CR1010	5.32
Fort Worth & Western Railroad	Cleburne	CR1009	6.78
Fort Worth & Western Railroad	Cleburne	CR1006	7.83
BNSF Railway Company	Cleburne	LS0000	0.61
BNSF Railway Company	Cleburne	LS0000	0.84
BNSF Railway Company	Cleburne	LS0000	1.05
BNSF Railway Company	Cleburne	CR0316A	2.195
BNSF Railway Company	Cleburne	CR0426	3.48
BNSF Railway Company	Cleburne	CR1205	313.132
BNSF Railway Company	Cleburne	CR0310A	313.597
BNSF Railway Company	Cleburne	CR0000	316.117
BNSF Railway Company	Cleburne	FM0004	316.998
Fort Worth & Western Railroad	Cresson	CR0918	21.16
Fort Worth & Western Railroad	Cresson	CR0917	0.11
Fort Worth & Western Railroad	Cresson	CR1000	16.87
Fort Worth & Western Railroad	Cresson	CR0917	18.05
Fort Worth & Western Railroad	Godley	CR1003	9.7
Fort Worth & Western Railroad	Godley	LS0000	10.08
Fort Worth & Western Railroad	Godley	FM0917	10.32
Fort Worth & Western Railroad	Godley	LS0000	10.52
Fort Worth & Western Railroad	Godley	FM2331	10.66
Fort Worth & Western Railroad	Godley	CR1001	12.44
Fort Worth & Western Railroad	Godley	CR1000A	14.87
Fort Worth & Western Railroad	Godley	CR1001	11.2
Union Pacific Railroad Company	Grandview	CR0106	218.51
Union Pacific Railroad Company	Grandview	CR0305	218.05
Union Pacific Railroad Company	Grandview	CR0304A	217.66
Union Pacific Railroad Company	Grandview	CR0400	216.01
Union Pacific Railroad Company	Grandview	LS0000	214.72
Union Pacific Railroad Company	Grandview	FM0004	214.66
Union Pacific Railroad Company	Grandview	LS0000	214.13
BNSF Railway Company	Joshua	LS0000	324.888
BNSF Railway Company	Joshua	FM0917	325.285
BNSF Railway Company	Joshua	LS0000	325.35
BNSF Railway Company	Joshua	LS0000	325.569
BNSF Railway Company	Joshua	LS0000	326.46
BNSF Railway Company	Keene	CR0317	3.939
BNSF Railway Company	Keene	LS0000	4.153
BNSF Railway Company	Keene	CR0317	4.928
BNSF Railway Company	Keene	CR0414	5.681
BNSF Railway Company	Keene	CR0318	7.012
BNSF Railway Company	Keene	CR0810	8.56
BNSF Railway Company	Keene	CR0319	9.67
BNSF Railway Company	Rio Vista	CR1105	307.59
BNSF Railway Company	Rio Vista	LS0000	309.342
BNSF Railway Company	Rio Vista	FM0916	309.572
BNSF Railway Company	Rio Vista	LS0000	309.944
BNSF Railway Company	Venus	CR0213	18.16
BNSF Railway Company	Venus	LS0000	19.35
BNSF Railway Company	Venus	FM0157	19.623

RR Subdivision	Street/Road
VENUS	COUNTY ROAD 319
VENUS	COTTER STREET
VENUS	WATSON STREET
VENUS	SOUTH SPEARS STREET
VENUS	S BAUGH STREET
VENUS	FM1807 / DAVIS AVENUE
VENUS	EAST SHELTON STREET
VENUS	COUNTY ROAD 207
VENUS	COUNTY ROAD 209
FORT WORTH	COUNTY ROAD 707
FORT WORTH	COUNTY ROAD 810
FORT WORTH	COUNTY ROAD 319
FORT WORTH	FM3136
FORT WORTH	COUNTY ROAD 404
FORT WORTH	COUNTY ROAD 401
FORT WORTH	COUNTY ROAD 405
FORT WORTH	COUNTY ROAD 313
FORT WORTH	COUNTY ROAD 1016
FORT WORTH	ALSBURY BOULEVARD
FORT WORTH	LAKWOOD DRIVE
FORT WORTH	COMMERCE STREET
FORT WORTH	WEST RENFRO STREET
FORT WORTH	EAST ELLISON STREET
FORT WORTH	EAST ELDRED STREET
FORT WORTH	COUNTY ROAD 714
FORT WORTH	WARD LANE
FORT WORTH	W BETHESDA ROAD
FORT WORTH	FM0917
FORT WORTH	EAST ELLISON STREET
FORT WORTH	EAST CHAMBERS STREET
FORT WORTH	EAST WARDVILLE STREET
FORT WORTH	EAST WILLINGHAM STREET
FORT WORTH	KILPATRICK AVENUE
FORT WORTH	INDUSTRIAL BOULEVARD
FORT WORTH	COMMERCE BOULEVARD
FORT WORTH	W VAUGHN ROAD
FORT WORTH	MOUNT CARMEL ROAD
FORT WORTH	INDIAN HILLS ROAD
CRESSON	BRYAN STREET
CRESSON	BOONE STREET
CRESSON	BATTERSON STREET
CRESSON	N WILHITE STREET
CRESSON	RAMSEY AVENUE
CRESSON	KILPATRICK STREET
CRESSON	SH0174 / MAIN STREET
CRESSON	PIPELINE ROAD
CRESSON	WEST INDUSTRIAL BOULEVARD
CRESSON	WINDMILL ROAD
CLEBURNE	COUNTY ROAD 1018

CRESSON	COUNTY ROAD 1010
CRESSON	COUNTY ROAD 1009
CRESSON	COUNTY ROAD 1006
VENUS	S KOUNS STREET
VENUS	S WASHINGTON STREET
VENUS	S ORAN AVENUE
VENUS	MALONE ROAD
VENUS	COUNTY ROAD 426
FORT WORTH	COUNTY ROAD 1205
FORT WORTH	COUNTY ROAD 310A
FORT WORTH	HINES ROAD
FORT WORTH	FM0004 / EAST SECOND STREET
DUBLIN	COUNTY ROAD 918
DUBLIN	COUNTY ROAD 917
CRESSON	COUNTY ROAD 1000
CRESSON	COUNTY ROAD 917
CRESSON	SOUTH HADLEY ROAD
CRESSON	NORTH RAILROAD STREET
CRESSON	FM0917
CRESSON	SOUTH SIXTH STREET
CRESSON	FM2331
CRESSON	RAILROAD STREET
CRESSON	COUNTY ROAD 1000A
CLEBURN	COUNTY ROAD 1001
FORT WORTH	COUNTY ROAD 106
FORT WORTH	COUNTY ROAD 305
FORT WORTH	COUNTY ROAD 304A
FORT WORTH	COUNTY ROAD 400
FORT WORTH	WEST MAIN STREET
FORT WORTH	FM0004 / W CRINER STREET
FORT WORTH	PECAN STREET
FORT WORTH	TWENTY SECOND STREET
FORT WORTH	FM0917
FORT WORTH	WEST TWELVETH STREET
FORT WORTH	WEST SIXTH STREET
FORT WORTH	SPRING VALLEY ROAD
VENUS	COUNTY ROAD 317
VENUS	SANTA FE STREET
VENUS	COUNTY ROAD 317
VENUS	COUNTY ROAD 414
VENUS	COUNTY ROAD 318
VENUS	COUNTY ROAD 810
VENUS	COUNTY ROAD 319
FORT WORTH	COUNTY ROAD 1105
FORT WORTH	CAPPS STREET
FORT WORTH	FM0916
FORT WORTH	NORTH CLEBURNE WHITNEY ROAD
VENUS	COUNTY ROAD 213
WARD INDUSTRIAL SPUR	NORTH HICKORY STREET
WARD INDUSTRIAL SPUR	FM0157



**City Council Agenda
March 20, 2025**

Minutes Resolution

Action Item

Agenda Description:

Public hearing on a request for a conditional use permit regarding approximately 4.28 acres of land in the C Chaney Survey, Abstract 175, TR 8, County of Johnson, Texas, located at 410 N. Broadway, allowing for the storage of Recreational Vehicle-more than one, in the (C2) General Commercial District.

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

Background Information:

CUP Request: The applicant seeks approval to allow for the storage of multiple RVs on the subject property. The (C2) General Commercial District permits RV storage with a Conditional Use Permit, which allows the city to review and impose any necessary conditions to mitigate impacts on surrounding properties.

ZONING: This property is zoned (C-2) General Commercial District.

ANALYSIS: Supplemental Use Standards are as follows: The property shall not be used for the storage of wrecked vehicles, or the dismantling of vehicles or the storage of vehicle parts. All vehicles being stored for repair shall be screened from all public rights-of-way.

Purpose of Conditional Use permit: The purpose of the Conditional Use Permit is to allow for review of uses which would not be appropriate generally without certain restrictions throughout a zoning district, but which if controlled as to number, area, location or relation to the neighborhood would promote the health, safety and welfare of the community. Such uses include colleges and universities, institutions, community facilities, zoos, cemeteries, country clubs, show grounds, drive-in theaters and other land uses as specifically provided for in this ordinance. To provide for the proper handling and location of such conditional uses, provision is made for amending this ordinance to grant a permit for a conditional use in a specific location. This procedure for approval of a Conditional Use permit includes public hearings before the Planning and Zoning Commission and the City Council. The amending ordinance may provide for certain restrictions and standards for operation. The indication that it is possible to grant a Conditional Use Permit as noted elsewhere in this ordinance does not constitute a grant of privilege for such use, nor is there any obligation to approve a Conditional Use Permit unless it is the finding of the Planning and Zoning Commission and City Council that such a conditional use is compatible with adjacent property use and consistent with the character of the neighborhood.

Financial Information:

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

Item 1.

City Contact and Recommendations:

Aaron Maldonado, Development Services Director

The proposed use complies with Section 5.2 Permitted Use Table of Joshua's Code of Ordinance. The Planning & Zoning Commission has recommended approval of the Conditional Use Permit at the March 3rd meeting of 2025.

Attachments:

- 1) Conditional Use Permit Application
- 2) Land Title Survey/Site Plan
- 3) Vicinity Map
- 4) Permitted Use Table
- 5) Public Notice

25-000

City of Joshua Development Services Universal Application

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

- Pre-Application Meeting
- Conditional Use Permit
- Preliminary Plat
- Replat
- Minor Plat
- Comprehensive Plan Amendment
- Zoning Variance (ZBA)
- Final Plat
- Planned Development Concept Plan
- Zoning Change
- Subdivision Variance
- Amending Plat
- Planned Development Detailed Plan
- Other _____

PROJECT INFORMATION

Project Name: Fossil Storage

Project Address (Location): 410 N. Broadway Joshua

Existing Zoning: _____ Proposed Zoning: _____

Existing Use: RV Storage + General Storage Proposed Use: RV Storage + General Storage

Existing Comprehensive Plan Designation: _____ Gross Acres: 4.28

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

APPLICANT INFORMATION

Applicant: Steve Maddux Company: Fossil Professional Investments

Address: 352 N. Rudd St. Tel: 817 688-5952 Fax: _____

City: Burleson State: TX ZIP: 76028 Email: steve@fossilhomes.com

Property Owner: Steve Maddux Company: Fossil Professional Investments

Address: 5817 CR 605B Tel: 817 688-5952 Fax: _____

City: Burleson State: TX ZIP: 76028 Email: steve@fossilhomes.com

Key Contact: Lisa Jones Company: Fossil Storage

Address: 352 N. Rudd St. Tel: 817 357 6124 Fax: _____

City: Burleson State: TX ZIP: 76028 Email: Lisa@fossilhomes.com

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

SIGNATURE: [Signature]
(Letter of authorization required if signature is other than property owner)

Print or Type Name: Steven R Maddux

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

Given under my hand and seal of office on this 29th day of January, 2025

Annette M Arriaga
Notary Public

Signature: [Signature] Date: 1/29/25



For Departmental Use Only

25-00081-01
Case No.: CU25-01

Project Manager: Lisa Jones

Total Fee(s): \$2,800.00

Check No.: 1014

Date Submitted: 1/31/25

Accepted By: [Signature]

Date of Complete Application: _____

CITY OF JOSHUA Planning and Development • City Hall 101 S. Main Street, Joshua, Texas 76058 817.558.7447

Map showing parcel boundaries with red outlines and a highlighted parcel in cyan. The highlighted parcel is labeled 126.0175.00080. Other visible parcel numbers include 126.0175.00045, 126.0175.00150, 126.0175.00050, 126.3310.01020, 126.0175.00140, 126.0175.00072, 126.0175.00090, 126.0175.00070, 126.3913.01010, 126.4149.01010, 126.3508.00010, 126.0156.00535, 126.0156.00460, and 126.0156.00455. Street names include Western Inn Mobile Home Park, Shady Brook Mobile Home, Oak Hill Dr, and Pecan Village MHP. A highway marker for 174 is also visible.

(1 of 3)

Parcels:

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

Property Information

Property ID: R000005378

Legal Acreage:

GEO ID: 126.0175.00080

Legal Description:

Tract or Lot: 8

Property Location

Street Name:

Owner Information

Owner Name:

[Zoom to](#) ...

Item 1.

Recreational vehicle repairs										C	P	I space: 1,000 sf	32	
Recreational vehicle (rv) storage - more than one, not occupied and/or not connected to water or electricity and not placed in a front setback										C	C	Not Applicable	11,12	
Recreational vehicle (rv) storage - no more than one, not occupied connected to water or electricity and not placed in a front setback										C	C	Not Applicable	11,12	
Railroad team tracks, unloading docks, storage tracks, and spurs										C	P	Not Applicable		
Railroad yards - round house or shop										C	P	I space: 1,000 sf		
State vehicle inspection										P	P	1:200 sf	11,12	
Taxi/limousine service										C	P	I space: 1.5 automobiles in service		
Tire sales (indoors w/only outside storage or display w/in 5 ft. of building and/or one rack of display not on row, less than 36 sq. ft. of area)										C	P	I space: 1,000 sf	32	
Tire sales (with outside storage and display not on ROW)											C	P	I space: 1,000 sf	32
Transfer station (refuse/pick-up)											C	C	I space: 500 sf	
Transit or passenger terminal										C	P	See Article 7	22	
Truck/bus parking, storage, leasing											C	P	I space: 1,000 sf	11, 12, 22

BA 02-11 SUPPLEMENTAL USE STANDARDS



NOTICE OF PUBLIC HEARING

The Planning and Zoning Commission of the City of Joshua will hold a public hearing on **March 3, 2025**, to consider making a recommendation to the **March 20, 2025**, City Council Meeting regarding a request for a Conditional Use Permit for a tract of land, Abstract 175, TR 8, C Chaney Survey, County of Johnson, Texas and being approximately 4.28 acres of land and locally known as 410 N. Broadway, allowing for the storage of Recreational Vehicle- more than one, in the (C2) General Commercial District.

The public hearing will start at 6:30 p.m. in the City Council Chambers located at 101 S. Main, Joshua, Texas. *Because you own property within two hundred (200) feet of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing.* Please, in order for your opinion to be taken into account, return this form with your comments prior to the date of the public hearing. *(This in no way prohibits you from attending and participating in the public hearing.)* You may mail it to the address below or drop it off in person:

**Planning Department
101 South Main Street
Joshua, Texas 76058
Attn: Aaron Maldonado**

The process includes two public hearings designed to provide opportunities for citizen involvement and comment. Prior to the public hearings, landowners within two hundred (200) feet of the subject property are notified of the request by way of this notice. The first public hearing is held before the Planning and Zoning Commission. The Commission is informed of the percent of responses in support and in opposition. Second, the petition is forwarded to the City Council for final action. If the owners of more than twenty (20) percent of the land area within two hundred (200) feet of the site submit written opposition, then six out of seven votes of the City Council are required to approve the request. ***These forms are used to calculate the percentage of landowner opposition.***

Please circle one:

In favor of request Neutral to request Opposed to request

Reasons for Opposition:

Signature: _____

Printed Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone Number: _____

Physical Address of Property within 200 feet: _____

Individuals may attend the Joshua Planning & Zoning and City Council meeting in person.



**City Council Agenda
March 20, 2025**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on approving an ordinance for a conditional use permit regarding approximately 4.28 acres of land in the C Chaney Survey, Abstract 175, TR 8, County of Johnson, Texas, located at 410 N Broadway, allowing for the storage of Recreational Vehicle-more than one, in the (C2) General Commercial District.

Background Information:

CUP Request: The applicant seeks approval to allow for the storage of multiple RVs on the subject property. The (C2) General Commercial District permits RV storage with a Conditional Use Permit, which allows the city to review and impose any necessary conditions to mitigate impacts on surrounding properties.

ZONING: This property is zoned (C-2) General Commercial District.

ANALYSIS: Supplemental Use Standards are as follows: The property shall not be used for the storage of wrecked vehicles, or the dismantling of vehicles or the storage of vehicle parts. All vehicles being stored for repair shall be screened from all public rights-of-way.

Purpose of Conditional Use permit: The purpose of the Conditional Use Permit is to allow for review of uses which would not be appropriate generally without certain restrictions throughout a zoning district, but which if controlled as to number, area, location or relation to the neighborhood would promote the health, safety and welfare of the community. Such uses include colleges and universities, institutions, community facilities, zoos, cemeteries, country clubs, show grounds, drive-in theaters and other land uses as specifically provided for in this ordinance. To provide for the proper handling and location of such conditional uses, provision is made for amending this ordinance to grant a permit for a conditional use in a specific location. This procedure for approval of a Conditional Use permit includes public hearings before the Planning and Zoning Commission and the City Council. The amending ordinance may provide for certain restrictions and standards for operation. The indication that it is possible to grant a Conditional Use Permit as noted elsewhere in this ordinance does not constitute a grant of privilege for such use, nor is there any obligation to approve a Conditional Use Permit unless it is the finding of the Planning and Zoning Commission and City Council that such a conditional use is compatible with adjacent property use and consistent with the character of the neighborhood.

Financial Information:

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

Item 2.

City Contact and Recommendations:

Aaron Maldonado, Development Services Director

The proposed use complies with Section 5.2 Permitted Use Table of Joshua's Code of Ordinance. Staff recommends approval.

Attachments:

1. CUP Ordinance

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF JOSHUA, TEXAS, BY CHANGING THE ZONING ON PROPERTY LOCATED AT 410 N BROADWAY, APPROXIMATELY 4.28 ACRES OF LAND, IN THE C CHANEY SURVEY, ABSTRACT 175, TR 8, JOHNSON COUNTY APPRAISAL DISTRICT PROPERTY IDENTIFICATION NO. R000005378, AND A GEO IDENTIFICATION NUMBER OF 126.0175.00080, IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, FROM GENERAL COMMERCIAL DISTRICT (C-2) TO GENERAL COMMERCIAL DISTRICT (C-2) WITH A CONDITIONAL USE PERMIT FOR THE STORAGE OF RECREATIONAL VEHICLE-MORE THAN ONE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Joshua, Texas, has recommended a change in zoning classification of the property described herein and has recommended amending the City’s official zoning map regarding the granting of a Conditional Use Permit; and

WHEREAS, all legal requirements, conditions and prerequisites have been complied with prior to this case coming before the City Council of the City of Joshua, Texas; and

WHEREAS, the City Council of the City of Joshua, Texas, after public notice and a public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, has determined that, in the public’s best interest and support of the health, safety, morals and general welfare of this citizens of the City, the zoning of the property described herein shall be changed to allow for a Conditional Use Permit on said property, and that the official zoning map of the City of Joshua, Texas shall be amended to reflect the rezoning of the property herein described.

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

SECTION 1

All of the above premises are found to be true and correct legislative and factual determinations of the City of Joshua, Texas, 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, the property described herein shall be rezoned as set forth in this section, and the official zoning map of the City of Joshua, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, in order to create a change in the zoning classification of the property described herein, as follows:

That the property located at 410 N Broadway, approximately 4.28 acres of land, in the C Chaney Survey, Abstract 175, TR 8, Johnson County Appraisal District Property Identification No. R000005378, and a GEO Identification Number of 126.0175.00080, in the City of Joshua, Johnson County, Texas, presently zoned General Commercial District (C-2) is hereby changed to General Commercial District (C-2) subject to a Conditional Use Permit to allow for the storage of Recreational Vehicle-more than one, pursuant to the terms and provisions referenced herein and also as referenced in the City's Zoning Ordinance, contained in Exhibit A to Chapter 14 of the City's Code of Ordinances.

Said accessory dwelling unit shall be subject to the following terms and conditions:

1. The property shall not be used for the storage of wrecked vehicles, or the dismantling of vehicles or the storage of vehicle parts.
2. All vehicles being stored for repair shall be screened from all public rights-of-way.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances of the City of Joshua, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section, and said remaining portions shall remain in full force and effect.

SECTION 5

Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 6

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

DULY PASSED AND APPROVED by the City Council of the City of Joshua, Texas this the 20th day of MARCH, 2025.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND CONTENT:

Terrence S. Welch, City Attorney



**City Council Agenda
March 20, 2025**

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on approving an ordinance amending article 3.06, “Signs” of Chapter 3, “Building Regulations,” of the Code of Ordinances, by replacing said article with a new article 3.06, “Signs”; extending the City’s sign ordinance and regulations to the City’s extraterritorial jurisdiction.

Background Information:

The sign ordinance was last adopted in 2008.

Analysis:

This ordinance is designed to regulate the location, size, construction, duration, use, and maintenance of signs within the City and its extraterritorial jurisdiction (ETJ) on a content-neutral basis. It aims to balance the rights of businesses and individuals to convey messages while ensuring public safety, aesthetic integrity, and environmental preservation.

Key Objectives

The key objectives of the ordinance are as follows:

- 1. **Safety:** To ensure signs do not pose hazards to the public, impede emergency services, or distract motorists and pedestrians.
- 2. **Information Transfer:** To facilitate efficient information sharing, allowing businesses to identify themselves and helping customers locate them, while protecting the right to free speech.
- 3. **Aesthetic and Environmental Preservation:** To maintain the City’s visual appeal and protect property values by preventing visual clutter and nuisances.

City Contact and Recommendations:

Aaron Maldonado

Director of Development Services

Staff recommends approval.

Item 3.

Attachments:

1. Joshua Ordinance
2. Joshua Sign Ordinance
3. Sign Ordinance Table

ARTICLE 3.06. SIGNS

Sec. 3.06.001. Purpose.

The purpose of this article is to regulate the location, size, construction, duration, use, and maintenance of all signs within the City and its extraterritorial jurisdiction on a content-neutral basis. The general objectives of this article are to balance the rights of individuals to convey their messages through the lawful use of signs with the rights of the public to be protected from potential harm, to promote the health, safety, and welfare of the general public, and to aid in achieving the following goals:

- (1) *Safety.* To promote the safety of persons and property by providing that signs do not:
 - (A) Create a hazard due to collapse, fire, decay, and/or abandonment;
 - (B) Obstruct firefighting or police observation; or
 - (C) Create traffic hazards by confusing or distracting pedestrians, motorists, or cyclists.
- (2) *Provide information.* To promote the efficient transfer of information through the effective use of signs, with messages that:
 - (A) Afford priority to the conveyance of public safety messages;
 - (B) Allow businesses and services to identify themselves to the public;
 - (C) Allow potential customers to locate a business or service; and
 - (D) Ensure that the right of free speech is preserved.
- (3) *Environmental preservation and aesthetics.* To protect the public welfare and to preserve and enhance the appearance and economic value of the built environment, by providing that signs:
 - (A) Do not interfere with any scenic views;
 - (B) Do not create visual clutter to persons using the public rights-of-way;
 - (C) Do not create a nuisance to occupants or customers of adjacent property by sign size, height, brightness, or materials; and
 - (D) Do not have a detrimental effect on land or property values.
- (4) Any pictures or graphics depicted in this article are not intended to portray the content or intended message of a sign but are intended only to provide a visual example of the applicable requirements.

Sec. 3.06.002. Authority and jurisdiction.

- (a) The terms and conditions of this article shall apply to all signs located within either the City or its extraterritorial jurisdiction (ETJ), pursuant to V.T.C.A. Local Government Code, ch. 216, as amended. The administrative official shall be responsible for interpreting and administering this article. Allegations of errors in orders, decisions, and/or determinations by the administrative official in the administration of this article shall be handled in accordance with section 3.06.021 of this article.
- (b) Signs located on property owned by the City, an independent school district or any other governmental agency are not required to meet the requirements of this article. However, signs located on property owned by the City shall be permitted only upon approval of the City Manager.

Sec. 3.06.003. Definitions.

For the purposes of this article, the following words shall have the following definitions ascribed to them. Words not defined in this article shall be given their common and ordinary meaning.

Abandoned sign means a sign that remains in place and continues to advertise a business, lessor, service, owner, product, or activity that has ceased operations or has closed for 30 days or more, or pertains to a time, event, or purpose which no longer applies.

Administrative Official means a City employee appointed or otherwise designated by the City Manager to interpret and/or enforce the regulations of this article.

Attached sign means any sign affixed to, applied on, or supported by any part of a building located on-premises.

Awning sign means a permanent sign that is directly applied, attached, or painted onto an awning, which is a projection, shelter, or structure of canvas, metal, wood, or other similar approved material that covers a pedestrian walkway and is intended for protection from the weather or as a decorative architectural feature.

Banner sign means a temporary attached sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other light fabric, with the only purpose of such nonrigid material being for background.

Billboard sign means a large freestanding sign, generally supported by a metal frame, and consisting of two parallel sign faces which are oriented in opposite directions, used for the display of posters, printed, or painted advertisements that generally directs attention to a location other than the premises on which the sign is located.

Blade sign means a permanent sign mounted under an awning or other roof-like structure of a building facade that extends perpendicular to the normal flow of pedestrian traffic.

Building means any structure that has a roof supported by columns or walls for shelter, support, or enclosure intended for persons, animals, or material goods for any use or occupancy. When separated by dividing walls without openings in a manner sufficient to prevent the spread of fire, each portion of such structure separated may be deemed as a separate building.

Canopy sign means a permanent sign that is applied, attached, painted, or affixed on a canopy or other roof-like cover over gasoline fuel pumps, vacuum area at car detail facilities, drive-through ATMs (when structure is not attached to the machine), or other areas where services are provided to a patron in a vehicle of which the structure is intended for protection from the weather or as a decorative embellishment.

Certificate of occupancy means an official certificate issued by the City which indicates conformance with building, zoning, and health safety regulations and authorizes legal use and occupancy of the premises for which it is issued.

Changeable electronic message/reader board component or sign (CEMS) means a permanent sign, a portion of a permanent sign or a residential real estate sign designed to allow wording or images to be changed at periodic intervals, either manually or electronically, and is operated whereby light is turned on and off intermittently. This definition includes any illuminated sign in which such illumination is not kept stationary or constant in intensity and color at all times when said sign is in use, including a light emitting diode ("LED") or digital sign. A term "changeable electronic message/reader board sign" does not include a sign located within the right-of-way that functions as a traffic-control device and that is described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administrator as the national standard.

City means the City of Joshua.

City Manager means the City Manager and/or other City employee designated by the City Manager.

Construction fence sign means a temporary sign containing graphics, symbols, text or images securely attached to, or printed directly onto the screening fabric of, a temporary fence or barrier placed around an active construction site.

Development sign means any temporary sign intended for display for a limited period of time and is designated with a timeframe as referenced in this article.

Dilapidated means any surface element, background, panels, or support of any sign that has finished materials that are missing, broken, bent, cracked, decayed, dented, harmful, hazardous, illegible, leaning, splintered, ripped, torn, twisted, or unsightly. Dilapidated is further defined as when the sign or its elements are not in compliance with the requirements of the National Electrical Code and/or the International Building Code currently adopted by the City .

Downtown means that area depicted in Figure 4 of the Downtown Framework Master Plan (Fall 2017), hereinafter referred to as the Downtown Master Plan.

Downtown sign means a freestanding permanent sign fabricated by using one or more visible posts to support the sign body.

Effective sign area means the area of the sign that is utilized for the display of information to include background, however, does not include the framework or base of the sign.

Elevations means drawings to scale of the external face of a building or structure.

Facade means any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in directions within 45 degrees of one another, they are to be considered as part of a single facade.

Flag means a piece of fabric attached to a staff or cord on one end and generally used as a symbol of a nation, state, political subdivision, or organization.

Flagpole means a freestanding device permanently placed in the ground for the purpose of flying a flag of a nation, state, political subdivision, or organization.

Frame duration means the time during which the frame continues on a CEMS.

Government/regulatory sign means any sign for the control of traffic or for identification purposes, street signs, warning signs, railroad crossing signs, and signs of public utility and service companies indicating danger or construction, which are erected by or upon the order of a public officer, employee or agent thereof, in the discharge of official duties.

Graffiti means pictures, words, slogans, images, or other artwork painted, drawn, scratched, or applied in any manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items in public view. Graffiti includes the illegal or unauthorized defacing of a building, wall, or other edifice or object by painting, or otherwise, marking it with words, pictures, symbols, advertising, logos, relations with a group, indecent/vulgar images, or offensive language.

Human sign means any hand-carried or held sign, symbol, or display on persons visible from the public right-of-way, which may include persons dressed in costume.

Impounded sign means a sign that is legally removed by the administrative official in accordance with the provisions of this article.

Incidental sign means a sign that is normally incidental to the allowed use on the property such as, but not limited to, directional signs, entrance, exit, or overhead clearance.

Inflatable sign means a temporary sign manufactured of plastic, cloth, canvas, or other light fabric and inflated with air.

Logo means any registered or recognized design, insignia, or other mark, which is used in advertising to identify an organization, individual, company, or product.

Major thoroughfare means a four to six lane divided roadway measuring a minimum 120 feet from rights-of-way, per the City's thoroughfare design standards.

Mechanical sign means any sign, which rotates, shakes, or moves by means of a motor, battery, or the like.

Merchandise display means any goods, wares, merchandise, or other advertising object or structure suspending from any building, pole, structure, sidewalk, parkway, driveway, parking area, or fuel pump island for the purpose of advertising such items.

Message transition means the process or period of changing from one message to another on a CEMS.

Minor thoroughfare means a four lane divided roadway measuring a minimum 90 feet and a maximum 110 feet from rights-of-way, per the City's thoroughfare design standards.

Model home monument means a temporary freestanding sign located within a residential district on a lot containing either a model home that is open to the public for view by customers or a construction or sales trailer for the purpose of builder identification.

Monument sign means a permanent freestanding sign that is supported from grade to the bottom of the sign, having or appearing to have a solid and opaque base independent of the principle building or structure, and is generally used to identify the name of a business and/or development on the property.

Multi-tenant monument sign means a permanent freestanding sign that is supported from grade to the bottom of the sign, having or appearing to have a solid and opaque base independent of the principle building or structure, and is generally used to identify multiple businesses within a single lot.

Neglected sign means a sign that has rust, loose parts, or damage as in missing panels, burned out lights, missing letters or characters, faded from its original color, or supports or framework with missing parts and is generally not maintained.

Nonconforming sign means a sign and its supporting structure which do not conform to all or part of the provisions of this article.

Nonresidential use means any structure or use not included in the definition of "residential use" contained in this article including, but not limited to, a home-builder model home, a temporary sales trailer, and an apartment leasing office.

Notice means a notice required by this article shall be sufficient if it is submitted by personal delivery, registered or certified mail with return receipt requested, and/or sending the notice through the United States Postal Service.

Obscene sign means a sign in which the dominant theme of material taken as a whole appeals to a prurient interest in sex, is patently offensive because it affronts community standards relating to the description or representation of sexual matters, and is utterly without redeeming social value.

Obsolete means no longer produced or used; out of date.

Off-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc. at a location other than where the sign is located.

On-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc. at the location of which the sign is located.

Outdoor machine sign means a sign located on an outdoor machine, device, or equipment which may include, but is not limited to, coin-operated vending machines, fuel dispensing pumps, telephone facilities, automatic teller machines, automotive vacuum cleaners, amusement rides, and similar machines, devices, or equipment.

Person means any person, firm, partnership, corporation, company, organization, or business entity of any kind.

Pole sign means a sign that is mounted on a single freestanding column, pole, upright, or brace placed in or upon the ground and is not a part of a building.

Political sign means a temporary sign announcing or supporting political candidates or issues in connection with a national, state, or local election.

Portable sign means any sign not permanently attached to the ground or to a building, which is designed to be easily transported or conveyed to different locations. This term includes, but is not limited to, signs on wheels or affixed to trailers or skids, tent signs, sandwich board (A-frame) signs, T-shaped signs, airborne signs, and similar devices.

Premises means a lot, parcel, tract, or plot of land together with the buildings and structures thereon.

Prima facie means accepted as correct until proven otherwise.

Prohibited sign means signs that do not comply with this or other applicable ordinances. Signs that are otherwise not allowed within City boundaries.

Projecting sign means a permanent attached sign that is wholly or partially dependent upon a building for support and extends more than 12 inches from said building, generally at a right angle.

Pylon sign means a permanent freestanding sign that has two or more supports and is permanently affixed to the ground by such supports, but not having the appearance of a solid base.

Residential real estate sign means a temporary sign placed on property indicating that a home or residential property is for sale, rent or lease.

Residential use means a structure where the primary purpose is to provide a permanent place of residence to an individual or family.

Residential yard sign means an on-site temporary residential sign used to publicize or announce information at the discretion of the homeowner or tenant of the property such as, but not limited to, home improvement signs, residential real estate signs, or school affiliation signs.

Restaurant use drive-through sign means a permanent freestanding sign used in conjunction with a drive-through or drive-in for patrons who remain in a vehicle.

Revolving sign means a sign that turns, spins, partially revolves, or completely revolves 360 degrees on an axis.

Right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, waterway, or utility easement in which the City has an interest.

Roof sign means a sign mounted on and supported by the roof portion of a building, above the uppermost edge of a parapet wall and is supported by the building, or a sign that is painted directly upon the roof or top of a building.

Sandwich board (A-frame) sign means a portable sign consisting of two panels of equal size, which are hinged at the top and placed on the ground or pavement so as to be self-supporting.

Scoreboard means a sign located on or adjacent to an athletic field or stadium, which is used to display information pertaining to an event at the field or stadium.

Sculpted aluminum panel means an aluminum sign panel with text or graphic depictions cut out from the panel, typically with a translucent material covering the cut-out from the inner side of the panel.

Searchlight means any use of lighting intended to attract the general public by the waving or moving of light beams.

Sign means any form of publicity or advertising which directs attention to an individual, business, commodity, service, activity, or product, by means of words, figures, numerals, emblems, devices, trade names, or trademarks, or other pictorial matter that communicates information of any kind to the public.

Sign coordination plan means a document used to determine consistency and uniformity among signs, their overall location(s) on a given property, and the relationship of the signs to surrounding existing, proposed, and future improvements.

Special purpose sign district (SPSD) means an overlay district approved by City Council that exclusively addresses sign regulations within a unified development zone.

Strip center means a commercial building comprised of multiple, individual businesses on a single lot where the primary entrance for each tenant is generally accessed from the outside.

Subdivision means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development.

Subdivision entry sign means a sign mounted to a screening wall or engraved into a masonry facade used to identify a residential development.

Total sign area means the total area of a sign, including the display, framework, and base.

Unified development sign means a freestanding permanent sign that is supported from grade to the bottom of the sign, having or appearing to have a solid and opaque base, independent of the principle building or structure, and generally used to identify the name of multiple nonresidential tenants within a unified development zone.

Unified development zone (UDZ) means multiple lots depicted on the same site plan that will be united through common building architecture, building color, building materials, signage, landscaping, access, and parking on contiguous parcels.

Vehicle means a motorized machine on wheels, treads, or runners by which any person, material, commodity, or property is or may be transported.

Vehicular sign means a sign painted upon or applied directly to (including magnetic) any truck, car, bus, trailer, boat, recreational vehicle, motorcycle, or other vehicle. Vehicular signs shall exclude bumper stickers, license plates, and inspection and registration stickers.

Waiver means an official written request to the City Council used to allow exceptions to regulations or requirements of this article.

Wall sign means a sign attached or painted directly to an exterior wall of a building or dependent upon a building for support with the exposed face of the sign located in a place substantially parallel to an exterior building wall to which it is attached or by which it is supported.

Wind device means any pennant flag, streamer, spinner, balloon, feather sign, or similar device made of cloth, canvas, plastic, or any flexible material designed to float or move freely.

Window sign means a sign affixed to any surface of a window (internal or external) or is located within three feet from the interior window of any establishment.

Wood frame sign means a temporary freestanding sign that is used to advertise new or future improvement or the sale of the commercial property on which the sign is located. In no case shall a wood frame sign contain information pertaining to off-premise use. Although wood frame signs are generally constructed of wood, the definition does not exclude metal or plastic signs used for the same purpose.

Sec. 3.06.004. Permit requirements.

- (a) *Permit required.* No sign, other than those listed in section 3.06.012 of this article as exempt from the requirement of permit, shall be constructed, placed, attached, altered, displayed, and/or secured to the ground, any building, and/or any structure, until a permit for such sign has been issued by the Development Services Department of the City . In no event shall a permit be required for any government/regulatory sign, and a government/regulatory sign may be placed in the public right-of-way.
- (b) *Application.*
 - (1) An application for a sign permit may be obtained from the Development Services Department of the City . The administrative official shall complete the review of an application for a sign permit within 30 days of the receipt of said application by the City . A permit shall be approved if a proposed sign conforms to all City ordinances and any currently adopted building codes that may be applicable.
 - (2) A diagram shall be provided showing the location of the sign on the property, any applicable dimensions of the proposed sign, as well as any applicable proposed electrical connections.
 - (3) Any sign may be required to provide engineer sealed plans, at the discretion of the administrative official, upon review.
 - (4) Incorrect information shall be grounds for revocation of the proposed permit.
 - (5) Plan review comments not addressed within 90 days of comments being sent shall result in the voiding of said permit.
- (c) *Fees.*
 - (1) Fees for sign permit applications shall be assessed in accordance with the City's currently adopted fee schedule.
 - (2) Nonprofit organizations are exempt from any applicable permit fees for temporary signage. They are, however, required to obtain a permit (if applicable) and comply with ordinance regulations.
- (d) *Work without a permit.* A fee of two times the amount of the permit fee shall be assessed for any work done without or prior to the issuance of a permit.
- (e) *Permit expiration.*
 - (1) A permit for a sign shall expire if the construction of said sign is not completed and inspected within 180 days from the date the permit is issued.
 - (2) Additional time may be approved by the administrative official with just cause, upon receipt of written request prior to expiration of said permit.
 - (3) Upon expiration of a sign permit, any work conducted will therefore be considered as work without a permit and shall be removed per section 3.06.011(b) of this article or shall be re-permitted with additional fees to be assessed.

Sec. 3.06.005. Sign contractor registration.

- (a) *Requirement.* A sign contractor who is registered with the City under this section is authorized to install, construct, or maintain any sign within the City as well as contract for such service. To be registered under this section, a sign contractor shall submit a contractor registration form, along with a valid state trade license (when applicable), a valid photo identification card, and proof of general liability insurance to the Development Services Department. A registration will be processed if all requirements of City ordinances are met.
-

- (b) *Timeframe.* A registration is valid for the calendar year in which it is submitted.
- (c) *Fees.* Please refer to the City's currently adopted fee schedule for any applicable registration fees.
- (d) *Violations.* The registration of any sign contractor may be cancelled at the discretion of the Administrative Official, when such contractor repeatedly violates the requirements of this article. Conviction in court, whether appealed or not, on two or more violations over a period of 12 months, shall constitute evidence of repeated violation. Any registration thus cancelled shall not be renewed for such contractor, or anyone operating in collaboration with such contractor, until all such violations have been corrected. Once violations have been corrected and approval has been received by the administrative official, the contractor's registration may be renewed upon furnishing the bond required in section 3.06.006.

Sec. 3.06.006. Sign contractor certificate of insurance/bond.

- (a) *Requirement.* No registration for the installation, placement, and/or maintenance of signs shall be issued to any person nor shall any person install, place, or maintain any sign until such person has provided proof of general liability insurance in the amount of \$100,000.00 to the administrative official or filed with the City Secretary a surety bond in the sum of \$5,000.00. Such bond shall be approved by the City Manager and shall be conditioned for the installation and/or construction of signs in accordance with the ordinances of the City and the laws of the state. Said bond shall provide for the indemnification of the City for any and all damages or liability which may accrue against it by reason of faulty installation, construction, demolition, repair, removal, defects in, or collapse of any sign for a period of one year after construction or for such a period of time that said sign is maintained or serviced under the direction of the maker of such bond, whichever is longer. Such bond shall further provide for the indemnification of any person who shall, while upon public property or in any public place, incur damage for which the principal name in the bond is legally liable.
- (b) *Cancellation.* When any sign contractor's license has been cancelled as provided in section 3.06.005(d), such license shall not be renewed until the contractor furnishes an additional bond in the amount of \$5,000.00 guaranteeing compliance with the provisions of this article. Said bond will be in place for a period of two years following the renewal of the license and shall be provided on a form approved by the City Attorney.

Sec. 3.06.007. Inspections.

- (a) *Compliance inspections.* All signs that require a permit be obtained prior to construction shall require inspection by the administrative official as indicated on the City -approved permit and/or plan set.
- (b) *Periodic inspections.* The administrative official reserves the right to perform periodic inspections of all signs regulated by this article. The purpose of the inspection is to ascertain whether the same is obsolete, unsafe or insecure, dilapidated or deteriorated, and to ensure that the sign has been constructed in accordance with applicable ordinances, and any applicable permits. The method and time of such inspections shall be determined by the administrative official.
- (c) *Notice of noncompliance.* If the administrative official determines that any sign is unsafe, insecure, dilapidated, or deteriorated, he shall give written notice to remove or replace said sign to the person or persons responsible, in accordance with this article.
- (d) *Order of removal.*
 - (1) If the permit holder, owner of the sign, or owner of the property on which the sign is located fails to remove or repair the sign within ten days after said notice or fails to file an allegation of error in accordance with this article, the administrative official is hereby authorized to cause the removal of such sign.
 - (2) Any expense incident to the removal of said sign shall be paid by the permit holder, owner of the sign, or owner of the property on which the sign is located.

- (3) Nothing contained herein shall prohibit the immediate removal, without notice, of any sign or portion of a sign, which is determined by the administrative official to be an immediate threat or danger to the health, safety, and general welfare of the public.
- (4) The removal of the sign or portion of the sign shall be limited to the extent necessary to eliminate the threat to the health, safety, and general welfare of the public.
- (5) The City is authorized to file a lien against any property, which is not otherwise exempt, to recover expenses incurred by the City for the removal of a sign or portion of a sign from a property.

Sec. 3.06.008. Sign specifications and design.

- (a) *Compliance.* All sign structures shall comply with this article, the zoning ordinance for the City, the building code as currently adopted, the National Electrical Code as currently adopted, and other City ordinances. If the standards as described herein are more restrictive, the provisions of this article shall apply.
- (b) *Visibility.* All signs shall observe all visibility requirements. Signs shall not be placed within visibility triangles, corner clips, or V.A.M. (visibility, access, and maintenance) easements. No sign shall be constructed or displayed in such a manner as to interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device.
- (c) *Restrictions.* Unless otherwise permitted within this article, no person shall post or cause to be posted, attach, or maintain any sign:
 - (1) Upon any City-owned property or right-of-way except in accordance with V.T.C.A., Election Code, §§ 61.003 and 85.036, as amended; however, signs may be placed within one foot of any adjacent Texas Department of Transportation right-of-way property line.
 - (2) Upon any utility easement. Should a property owner be able to demonstrate to the administrative official and/or utility company that there is no other viable location, a sign may be located within the utility easement, subject to written approval from the administrative official and/or utility company, and a letter provided by the property owner releasing the City of any liability for repair or replacement of a sign damaged as a result of work occurring within said utility easement;
 - (3) Upon any tree, publicly owned light pole, or any utility pole or structure;
 - (4) Upon any fence, railing, or wall, except in accordance with section 3.06.012(2)(M);
 - (5) Upon any sidewalk within the right-of-way or a sidewalk easement, curb, gutter, or street, with the exception of house numbers or fire lane designations;
 - (6) Upon or to the supporting members of any fire escape, nor shall it be guyed to or supported by any portion of the fire escape;
 - (7) No sign shall be constructed closer than two feet from any telephone cable, power line, or any streetlight standard;
 - (8) No sign shall be constructed as to block, partially block, or interfere in any way with a required means of egress from any building or window;
 - (9) No sign shall block, interfere, or otherwise hinder pedestrian or vehicular traffic on a public sidewalk, a public thoroughfare, a fire lane easement, or a driveway required to access parking; and
 - (10) Signs constructed of glass or other material, which may shatter upon impact, are prohibited over public right-of-way.
- (d) *Multiple signs on a property or building.* The permitting of a sign on a property or building shall not prevent the permitting of other types of signs on a property or building unless the signs are expressly prohibited herein.

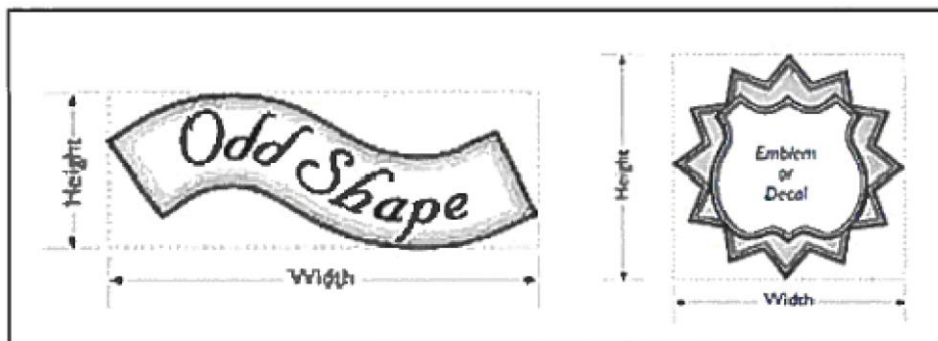
Sec. 3.06.009. Sign measurement.

(a) *Area.* The area of a sign shall be measured as follows:

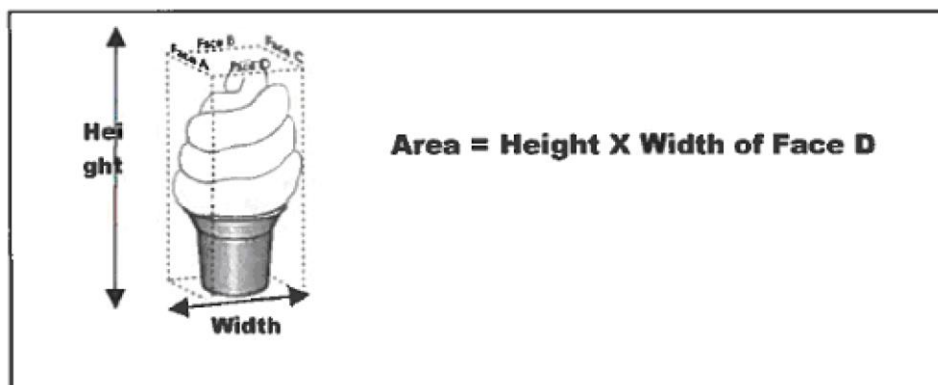
- (1) For signs in the shape of a square, rectangle, circle, or similar standard geometric shape, the area shall be calculated by using the standard mathematical formula (height multiplied by width, 3.14 multiplied by radius squared, etc.).



- (2) For signs with an irregular shape, the area shall be measured by drawing a box around the entire body of the sign, enclosing the sign elements with four intersecting lines and using the standard mathematical formula (height multiplied by width).

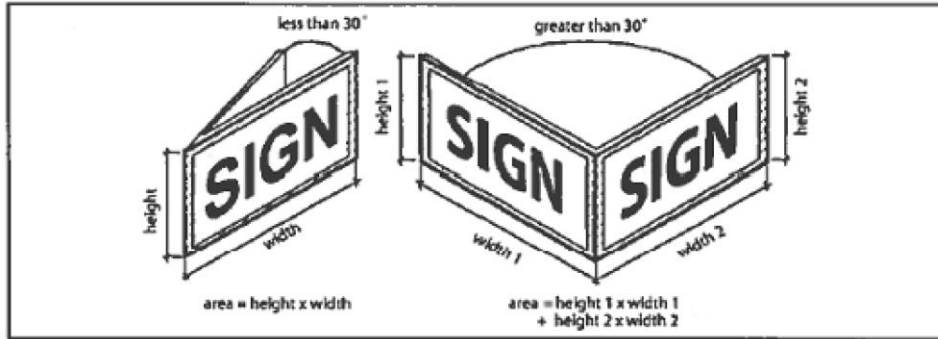


- (3) The area of a spherical, cylindrical, or other three-dimensional sign shall be measured by calculating the area of a two-dimensional drawing of the largest elevation of the sign.



- (4) Where a sign has two faces, the area of the largest sign face shall be used to determine the area of the sign provided the two faces are within 30 degrees from parallel. Where a sign has two or more faces

that are greater than 30 degrees from parallel, the sign area shall either be calculated as the sum of the area of each face, or the sign will constitute two signs (a V-shaped sign).

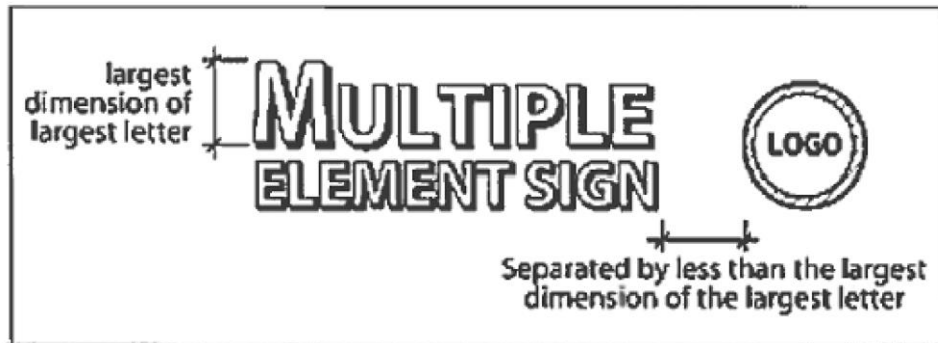


- (5) Letters forming a word or name shall be considered a single sign, regardless of the spacing between letters.

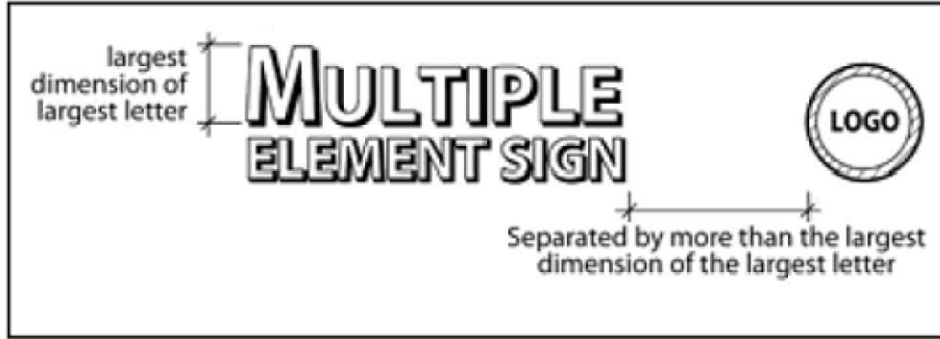


(b) *Multiple elements.*

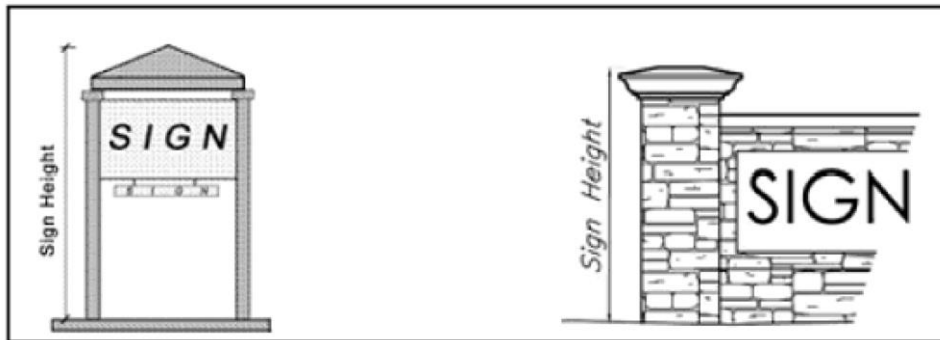
- (1) When two or more separate items in a sign are separated horizontally or vertically by less than the width or height of the largest letter, the items shall be considered a single sign and the area shall be determined by measuring the area enclosing the sign elements with straight, intersecting lines.



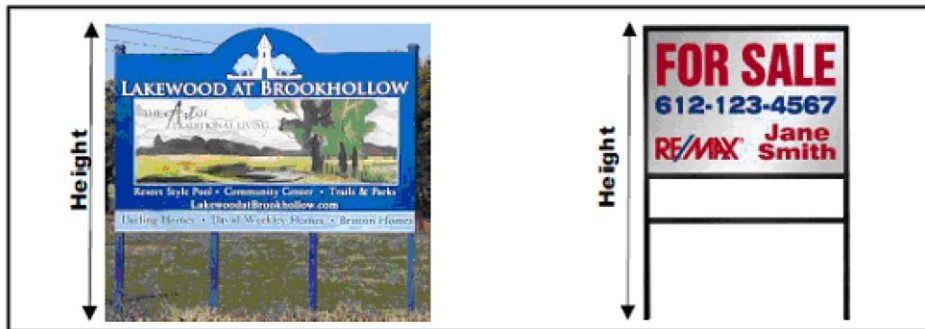
- (2) When two or more separate items in a sign are separated horizontally or vertically by more than the width or height of the largest letter, the items shall be considered separate signs and the area shall be determined individually.



- (c) *Height.* The height of all signs shall be measured from the top edge of the sign and/or support structure to the average finished grade of the ground below the sign and/or support structure. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign.



- (d) *Supports.* The supports of a freestanding sign shall not be included in calculating the area of the sign, but shall be included in the measurement of the height of the sign.



Sec. 3.06.010. Prohibited signs.

The following signs are specifically prohibited:

- (1) Abandoned signs;
- (2) Merchandise displays, except as authorized by the zoning ordinance;
- (3) Billboard signs;
- (4) Graffiti;
- (5) Portable signs, unless specifically permitted within this article;

-
- (6) Revolving/mechanical signs;
 - (7) Wind devices, excluding:
 - (A) Flags and banners as authorized by this article; and
 - (B) Feather signs displayed on non-residential property and in accordance with the following requirements for the feather sign: no more than 25 square feet per face, and no more than 50 square feet total surface; no more than 8 feet in height measured from the ground at base; 3 signs per premise at any one time; may not be displayed more than 60 days, and no display more than 2 times per year; and must be located more than 300 feet from any other portable sign. For purposes of this section, "feather sign" means a flexible or rigid pole to which one side of a flexible fabric, generally in the shape of a feather or similar shape, is attached and which is used for the primary purpose of advertising, way-finding or attention-getting by the public. Feather signs are also known under the names which include, but are not limited to, quill signs, banana banners, flutter banners, flutter flags, bowflags, and teardrop banners. A permit is required for any feather sign subject to this provision.
 - (8) Obscene signs;
 - (9) LED, string or similar lighting outlining windows, doors, or other similar building features;
 - (10) Skylights/searchlights, beacons, or laser lights, unless used in conjunction with a City authorized special event; and
 - (11) Other signs:
 - (A) Signs which move and/or are animated by means of flashing, traveling, or blinking lights, or other means not providing constant illumination, unless specifically allowed herein;
 - (B) Any sign which emits audible sound, odor, or smoke;
 - (C) Any lighted sign placed or displayed within 150 feet of a residentially zoned property, or designated as residential on the future land use plan, unless the lighting is shielded from view of the residential property and indirect light does not exceed 0.3 footcandles above ambient light conditions at the property line, as measured using a footcandle meter in a horizontal position at an approximate height of three feet above grade;
 - (D) Any sign placed on any traffic-control device or utility support structure or pole, or over public right-of-way or other public property, unless the sign is placed by the City, county, state, or other authorized governmental agency, or with the permission of the City, for public purposes, unless permitted within this article;
 - (E) Temporary signs remaining after expiration of permit issued by the City;
 - (F) Off-premises signs, unless specifically permitted within this article;
 - (G) Any sign placed without a permit, either prior to or after the adoption of this article, if a permit is required; and
 - (H) Any sign not referenced within, or governed by this article.

Sec. 3.06.011. Removal/impoundment of noncompliant signs.

- (a) *Notification.* All signs listed in this section and other prohibited or noncompliant signs shall be considered a public nuisance and are prohibited by this article. Upon identification of any prohibited sign, the administrative official shall provide written notification of the violation to the owner of the property on which the prohibited sign is located and/or the permittee of the sign. The notification shall state that the offending sign shall be removed by the property owner, agent, or person having beneficial use of the land,
-

building, or structure upon which such sign is located within the time period prescribed by the administrative official. The notification shall further state that if the prohibited sign is not removed within a specific time frame (not to exceed ten days) a citation may be issued and the City may resort to any civil remedy available. If any sign is determined to present an immediate danger to the health, safety, and general welfare of the public, the City shall remove it immediately. Within ten days of the removal of the sign, the City shall notify the owner of the property on which the sign was located of the reason(s) for removal of the sign.

- (b) *Expired signs.* Signs authorized by a sign permit with an expiration date shall be removed promptly upon the date of expiration. Signs remaining after the date of expiration shall be deemed prohibited. The sign permit listing the expiration date shall be considered adequate notice of violation.
- (c) *Failure to comply.* It shall be unlawful for any person, firm, or corporation receiving such written notice or having an expired permit to fail to comply with the direction of the notice. In the event that there is failure to comply with such notice, provided under subsection (a), the administrative official is hereby authorized to cause the removal and impoundment of said sign. Any expenses incident to the removal of said sign shall be the responsibility of the owner, agent, or person having beneficial use of the land, building, or structure upon which said sign was located.
- (d) *City-owned property.* If a sign is placed within the public right-of-way or on a City-owned property in violation of this article, the sign shall be immediately removed and impounded.

Sec. 3.06.012. Criteria for permissible signs.

The following signs are permissible, subject to the following conditions and the specifications listed in section 3.06.008 of this article. Signs that do not comply with the following conditions and specifications or are not covered within this article are considered prohibited.

- (1) *Attached signage.*
 - (A) *Awning sign.*
 - (i) *Location.*
 - a. Permitted in conjunction with nonresidential uses or in a residential zoning district for apartment uses for which a building permit and/or certificate of occupancy has been issued.
 - b. The supporting structure may not extend into or over the street right-of-way.
 - c. No building shall have both a wall sign and an awning sign on the same building face.



- (ii) *Maximum effective sign area.* Seventy-five percent of the width of the awning.
- (iii) *Maximum height.* Four feet from base of awning.
- (iv) *Minimum clearance.* Nine feet in height above sidewalk or walkway.

- (v) *Design.*
- a. Canvas, metal, wood, or other material approved by the administrative official.
 - b. Minimum height for text or graphic elements shall be six inches.
 - c. The awning shall be secured to the building and may not move in any manner.
- (vi) *Permit required.* Yes. A sign reface requires a separate permit.
- (vii) *Fees.* Per the City's currently adopted fee schedule.
- (B) *Banner sign.*
- (i) *Location.*
- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
 - b. All four corners shall be securely attached to the front, side, or rear surfaces of a building, excluding banners located on public school property and banners located within the area designated as the "Old City District" in the City's future land use plan.
 - c. Shall not face a residential neighborhood unless separated by a major or minor thoroughfare.



- (ii) *Maximum total sign area.* Forty-eight square feet. The width of the banner sign shall not exceed the storefront width.
- (iii) *Minimum clearance.* Nine feet in height above sidewalk or walkway, when installed in a location that may restrict pedestrian travel.
- (iv) *Maximum number of signs.* One at any given time for any given business.
- (v) *Maximum number of occurrences/year.* Three two-week periods per business per calendar year, can be consecutive.
- (vi) *Exceptions.*
- a. A business is permitted to have one banner sign prior to the receipt of a certificate of occupancy for a period not to exceed six weeks. Shall not be counted against the allowances provided above.
 - b. One banner sign shall be permitted in connection with a special event permit that has been approved by the City .
 - c. Religious organizations that operate in a school or other temporary facility may place a banner during times of worship. The banner cannot be placed earlier than two hours prior to worship and shall be removed no later than two hours

after worship. This banner shall not count against the businesses' annual allowance.

(vii) *Timeframe.*

- a. Each permit is valid for a two-week period.
- b. Prior to business certificate of occupancy: Permit shall be issued after issuance of a building permit and within six weeks after the issuance of the certificate of occupancy for a period not to exceed two weeks.
- c. Special event banner: Maximum 21 days.

(viii) *Removal.*

- a. Shall be removed on the day of the expiration of the permit.
- b. Special event banner: Within 24 hours after the event.

(ix) *Permit required.* Yes.

(x) *Fees.* Per the City's currently adopted fee schedule.

(C) *Blade sign.*

(i) *Location.*

- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
- b. Shall be located in the visual path of pedestrians, under covered walkways within a development.



(ii) *Maximum total sign area.* Three square feet.

(iii) *Maximum height.* Eighteen inches.

(iv) *Minimum clearance.* Nine feet above sidewalk or walkway.

(v) *Maximum number of signs.* One per tenant per elevation.

(vi) *Design.* The upper edge of a blade sign shall not extend vertically above the eave line of a structure.

(vii) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.

(viii) *Support.* Shall be supported from the top edge of the sign in an approved manner.

(ix) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(D) *Canopy sign.*(i) *Location.*

- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
- b. Shall be attached to the face of the canopy band that is parallel to a public street.
- c. Shall not project more than 12 inches from said band, and shall not project above, below, or beyond the edge of said band.

(ii) *Maximum effective sign area.*

- a. Forty-five square feet.
- b. No greater than 50 percent of the length of any one side of the canopy band shall be used for signage.

(iii) *Maximum height.* Three feet.(iv) *Maximum number of signs.* One per public street frontage.(v) *Design.* Shall only contain the name and/or logo of the company. Pricing and/or sale specials are prohibited.(vi) *Lighting.*

- a. Canopy signs may only be internally lit.
- b. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- c. Illuminated signs shall not operate at brightness levels of more than 0.3 footcandles above ambient light conditions at the property line, or at a distance equal to the square root of the area of the sign \times 100 (see formula below); whichever is closer to the sign, as measured using a footcandle meter. Illumination levels shall be measured at an approximate height of three feet above grade.

$$\sqrt{(\text{Area of Sign in Sq. Ft.} \times 100)}$$

- d. No sign or associated luminaire shall create light spillover of more than 0.1 footcandles at any property line within or bounding a residential use or residential district.

(vii) *Canopy banding.* Refer to the City's zoning ordinance as it exists or may be amended.

- (viii) *Permit required.* Yes.
- (ix) *Fees.* Per the City's currently adopted fee schedule.
- (E) *Construction fence sign.*
- (i) *Location.* Permitted in conjunction with nonresidential uses for which a building permit has been issued.



- (ii) *Maximum effective sign area.*
- When printed directly onto the fence or barrier's screening fabric: One hundred twenty-eight square feet.
 - When not printed directly onto the fence or barrier's screening fabric: Ninety-six square feet.
- (iii) *Maximum height.* Eight feet.
- (iv) *Maximum number of signs.*
- One per major street thoroughfare per property.
 - When a property has more than one major thoroughfare, one temporary construction fence sign may be placed along each major thoroughfare.
- (v) *Minimum spacing between signs.* A property with more than 200 feet of major thoroughfare frontage is entitled to place one additional temporary construction fence sign with a minimum separation of 200 feet between each temporary construction fence sign.
- (vi) *Design.* Temporary construction fence signs that are not printed directly onto the fence or barrier's screening fabric shall be attached to the temporary fence or barrier with an approved rigid backing material that is securely affixed to the fence or barrier.
- (vii) *Permitting stipulation.* Graphics, symbols, text or images shall advertise or depict only what is permitted and planned to be conducted, sold or offered on the premises on which the temporary fence or barrier is located.
- (viii) *Removal.*
- Shall be removed prior to the issuance of a certificate of occupancy for the building on the property or the completion of construction.
 - Where the property has multiple buildings with outstanding building permits, the temporary construction fence sign must be removed upon the earlier of:

1. The expiration or termination of all such outstanding building permits; or
2. Prior to the issuance of a certificate of occupancy for the last such building on the property.

(ix) *Permit required.* Yes.

(x) *Fees.* Per the City's currently adopted fee schedule.

(F) *Outdoor machine sign.*

(i) *Location.*

- a. Shall be directly attached to and flat, not projecting, from a machine.
- b. May be attached to a canopy, however, said canopy shall be attached as a part of a machine.
- c. Shall not obstruct pedestrian or vehicular travel.



(ii) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.

(iii) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(G) *Projecting sign.*

(i) *Location.*

- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
- b. May project into right-of-way but shall be located a minimum of three feet from back of curb of any adjacent street or drive.



-
- (ii) *Maximum total sign area.* Twelve square feet.
 - (iii) *Minimum clearance.* Nine feet above sidewalk or walkway.
 - (iv) *Maximum number of signs.* One per tenant per elevation.
 - (v) *Design.*
 - a. Minimum height for text or graphic elements shall be six inches.
 - b. Shall not extend above a building wall.
 - c. May extend no more than three feet from the facade of a building.
 - (vi) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
 - (vii) *Support.* Shall be supported from the side edge of the sign in an approved manner.
 - (viii) *Permit required.* Yes. A sign reface requires a separate permit.
 - (ix) *Fees.* Per the City's currently adopted fee schedule.
- (H) *Roof sign.*
- (i) *Location.* Permitted in conjunction with commercial and industrial uses for which a building permit and/or certificate of occupancy has been issued.
 - (ii) *Maximum effective sign area.* 200 square feet in commercial zoning districts; 300 square feet in industrial zoning districts.
 - (iii) *Maximum height.* Ten feet from top of roof, not to exceed a total distance of 40 feet from the ground.
 - (iv) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
 - (v) *Maximum number of signs.* One for each main structure.
 - (vi) *Permit required.* Yes.
 - (vii) *Fees.* Per the City's currently adopted fee schedule.
- (I) *Vehicular sign.*
- (i) *Location.*
 - a. In nonresidential zoning districts, shall not be used primarily as static displays, to advertise products and/or services, storage, shelter, or distribution points for commercial products and/or services for the general public.
 - b. During periods of inactivity, such vehicle with a sign may not be parked in the right-of-way or placed in a manner that the sign is readily visible from adjacent public rights-of-way.
 - c. "For sale" signs placed in or on vehicles when the vehicle is parked or placed in a manner that the sign is readily visible from adjacent public rights-of-way are prohibited with the exception that one vehicle containing a "for sale" sign parked or placed at an occupied single-family, two-family, townhome, or multifamily dwelling unit is allowed.
-



- (ii) *Design.* The signs shall be painted upon or applied directly to an integral part of the vehicle.
 - (iii) *Maintenance.* The vehicle shall be in operating condition, currently registered and licensed to operate on public streets, and actively used in the daily function of the business to which such sign relates.
 - (iv) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.
- (J) *Wall sign.*
- (i) *Location.*
 - a. Permitted in conjunction with commercial or industrial uses for which a building permit and/or certificate of occupancy has been issued.
 - b. Shall not be allowed on any facade (other than the main front of the building) that faces property zoned or designated on the future land use plan, for single-family uses, if the sign is within 150 feet of the property line of said residential property.
 - c. For a single-tenant building, only two facades of the building may contain wall signs. For a multi-tenant building, each tenant shall be limited to a wall sign on no more than two façades, with no wall sign permitted on any façade that does not front on an entrance, public thoroughfare or interior roadway within a development.



- (ii) *Maximum effective sign area.*
 - a. The total of all effective sign area on each facade, shall not exceed 40 percent of any facade. In no instance shall a wall sign exceed the maximum height limitations noted in subsection (iii) below.
 - b. Any background area shall be included as part of the sign and shall be included in the calculation of the effective sign area.
 - c. Tenant within a strip center: Shall be measured by the size of the facade of the tenant space.
 - d. Signage for a multi-tenant building with a single entry: 500 square feet.
- (iii) *Maximum height.* Height of a wall sign shall not project above the roofline of a structure.

- (iv) *Maximum number of signs.* Unlimited, however, the individual sign heights may not exceed what is allowed in subsection (ii) above and the total combined area cannot exceed what is allowed in subsection (ii) above.
- (vi) *Design.*
- a. When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials.
 - b. In no case shall an attached sign project above the roofline or parapet wall of any building. Signs shall be no closer vertically to the eave of the roofline or overhang than the predominant height of the text or graphic elements.
 - c. Per the administrative official, signs shall not overwhelm the section of the building facade on which it is placed.
- (vii) *Permit required.* Yes.
- (viii) *Fees.* Per the City's currently adopted fee schedule.
- (K) *Window sign.*
- (i) *Location.*
 - a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
 - b. Shall be affixed to any surface of a window (interior or exterior) or within three feet of the interior window glazing.



- (ii) *Maximum total sign area.* Twenty-five percent of the total window area per facade/elevation per tenant.
- (iii) *Lighting.*
 - a. Illuminated window signs shall not be allowed within three feet of the interior window glazing with the exception of open/closed signs.
 - b. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- (iv) *Exceptions.* Addresses, open/closed signs, hours of operation, and window signs required by the City are exempt from meeting the maximum sign area criteria as required in this section of this article.
- (v) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(2) *Freestanding signage.*(A) *Development sign.*(i) *Location.*

- a. Shall be located a minimum of 15 feet from any property line; however, a one foot minimum setback from the front property line shall be allowed within the area designated as the Downtown in the City's Downtown Master Plan.
- b. Shall not face a residential neighborhood, unless separated by a major thoroughfare.

(ii) *Maximum effective sign area.* Thirty-two square feet.(iii) *Maximum height.* Eight feet.(iv) *Maximum number of signs.*

- a. One per property per street frontage.
- b. A platted single-family or two-family subdivision shall be considered a single property for the purpose of this section.

(v) *Minimum spacing between signs.* Two hundred feet.(vi) *Design.*

- a. May be constructed of wood, metal, plastic, or equivalent durable material.
- b. Shall have attached, written, or painted in a weatherproof manner the date of placement and the permit number of the sign, in letters not less than one inch in height, in a conspicuous place thereon.

(vii) *Permitting stipulation.* Single-family, two-family, or future land use plan designation: Shall not be located on a lot that contains a structure.(viii) *Removal.*

- a. Single-family, two-family, or future land use plan designation: The sign shall be removed upon the completion of the building final inspection for 95 percent of the homes within the single-family or two-family subdivision being advertised.

- b. Agricultural, multifamily, or nonresidential zoning, or future land use plan designation: The sign shall be removed prior to the issuance of the certificate of occupancy for any building on the property or 90 percent of finish out spaces within a shell building on the property.
- (ix) *Permit required.* Yes.
- (x) *Fees.* Per the City's currently adopted fee schedule.
- (B) *Downtown sign.*
- (i) *Location.*
- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued within the area designated as the Downtown in the City's Downtown Master Plan.
- b. Shall be located a minimum of one foot from any property line.



- (ii) *Maximum effective sign area.* Twenty square feet.
- (iii) *Maximum height.* Six feet.
- (iv) *Design.* The supporting structure shall be constructed of wood-plastic composite, metal, or plastic and painted to match the front building facade of the principal building on the same lot.
- (v) *Lighting.*
- a. May only be illuminated utilizing a ground lighting source where the light itself and supporting structure are not visible from any public right-of-way.
- b. Lighting fixtures shall not cast light or glare in any direction other than on the elements of the sign.
- c. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- (vi) *Maximum number of signs.* One per street frontage per lot.
- (vii) *Minimum spacing between signs.* Seventy-five feet.
- (viii) *Permitting stipulation.* Shall not be permitted on the same lot as a monument or unified development sign.
- (ix) *Permit required.* Yes.

- (x) *Fees.* Per the City's currently adopted fee schedule.
- (C) *Flags.*
- (i) *Location.*
- a. Permitted in conjunction with any use for which a building permit and/or certificate of occupancy has been issued.
 - b. Shall be located only on private real property with the consent of the property owner.
 - c. No flag shall be placed in or encroach over or onto any public right-of-way or median and shall not be attached to fences or trees.
 - d. Residential: Shall be placed in ground in the front or rear yard of the lot or attached to the primary structure.



- (ii) *Maximum total area.*
- a. Residential: Forty square feet.
 - b. Nonresidential: Sixty square feet.
- (iii) *Maximum height.*
- a. Residential: Thirty feet.
 - b. Nonresidential: Forty feet.
- (iv) *Maximum number of flags.*
- a. Residential: Three.
 - b. Nonresidential: Three.
- (v) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.

- (vi) *Support.* Flagpoles over 20 feet in height require a professional contractor to install.
- (vii) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(D) *Human sign.*

(i) *Location.*

- a. Shall be located on private property.
- b. Shall not be located within a distance of 300 feet from an intersection of two public streets or thoroughfares for the purpose of traffic and pedestrian safety.
- c. May not hold or carry any prohibited signs.



- (ii) *Maximum effective sign area.* Six square feet.
- (iii) *Exceptions.* Signs may not be placed or propped on the ground or against any structure or the sign will be considered prohibited.
- (iv) *Timeframe.* Between the hours of 7:00 am and 8:00 pm.
- (v) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(E) *Incidental sign.*

(i) *Location.*

- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
- b. Minimum 20-foot setback from front property line.
- c. Side and rear setback shall be equal to the height of the sign.
- d. Shall be attached to the ground.



- (ii) *Maximum effective sign area.* Five square feet.
- (iii) *Minimum base size.* Twelve inches.
- (vi) *Maximum height.* Thirty inches.
- (v) *Maximum number of signs.* Two per acre per lot, additional may be approved through a sign coordination plan as referenced in section 3.06.013.
- (vi) *Minimum spacing between signs.* Fifty feet.
- (vii) *Design.*
 - a. The design, materials, and finish of the base shall match those of the front building facade of the primary structure on the same lot.
 - b. If part of an SPSP, the base shall be consistent with the building elements and materials of the unified development signs and monument signs on the same lot.
- (viii) *Lighting.*
 - a. All lighting shall comply with the currently adopted National Electrical Code.
 - b. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
 - c. Illuminated signs shall not operate at brightness levels of more than 0.3 footcandles above ambient light conditions at the property line, or at a distance equal to the square root of the area of the sign $\times 100$ (see formula below); whichever is closer to the sign, as measured using a footcandle meter. Illumination levels shall be measured at an approximate height of three feet above grade.

$$\sqrt{(\text{Area of Sign in Sq. Ft.} \times 100)}$$
 - d. No sign or associated luminaire shall create light spillover of more than 0.1 footcandles at any property line within or bounding a residential use or residential district.
- (ix) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

- (x) *Fees.* Yes, per currently adopted fee schedule.
- (F) *Inflatable sign.*
- (i) *Location.*
- a. Permitted in conjunction with nonresidential uses for which a certificate of occupancy has been issued.
 - b. Shall not be located within required parking spaces, driveways that provide access to parking spaces, or fire lanes, nor shall the sign or its securing devices encroach into the right-of-way.
 - c. Shall be secured directly to, and not suspended from the ground.
 - d. Shall not be placed on a roof or suspended from a building.



- (ii) *Maximum effective sign area.* Forty-eight square feet.
- (iii) *Maximum height.* Thirty feet.
- (iv) *Maximum number of signs.*
 - a. One per lot for the life of the business.
 - b. If located within a UDZ, a maximum of one is allowed within a UDZ at any given time.
- (v) *Minimum spacing between signs.* Two hundred feet.
- (vi) *Permitting stipulation.* May only be utilized within eight weeks of a business obtaining a certificate of occupancy.
- (vii) *Timeframe.* Permit is valid for two weeks.
- (viii) *Removal.* Shall be removed on the day of the expiration of the permit.
- (ix) *Permit required.* Yes.
- (x) *Fees.* Per the City's currently adopted fee schedule.

(G) *Monument sign.*(i) *Location.*

- a. Single tenant monument sign: Permitted in conjunction with nonresidential uses or on a lot containing a multifamily use for which a building permit and/or certificate of occupancy has been issued.
- b. Multi-tenant monument sign: Permitted in conjunction with multiple nonresidential uses established on one lot for which a building permit and/or certificate of occupancy has been issued.
- c. Single tenant/multitenant monument sign:
 1. Allowed on the same lot as a unified development sign, but the total number of unified development signs and single tenant/multitenant monument signs shall not exceed the total number of lots located within the UDZ unless additional single tenant/multitenant monuments or unified development signs are allowed in accordance with subsection (v) below and subsection (2)(N)(v) below.
 2. Shall be located a minimum of 15 feet from any property line; however, a one foot minimum setback shall be allowed within:
 - (a) The area designated as the "Old City District" in the City's future land use plan.
- d. Model home monument sign:
 1. Permitted in conjunction with a model home or sales trailer on a residentially zoned property for which a building permit and/or building final has been issued.
 2. Minimum ten foot setback from front, side and rear property lines. The front setback may be reduced to three feet for townhome lots, but the sign shall not block visibility on a corner lot.

(ii) *Maximum total sign area.*

- a. Single tenant monument sign: Sixty-four square feet.
- b. Multitenant monument sign: Eighty square feet.
- c. Model home monument signs: Twenty-four square feet.

(iii) *Minimum base size.* Twelve inches.(iv) *Maximum height.*

-
- a. Single tenant monument sign: Eight feet.
 - b. Multitenant monument sign: Ten feet.
 - c. Model home monument sign: Four feet.
- (v) *Maximum number of signs.*
- a. Single tenant/multitenant monument sign: One per street frontage per lot.
 - b. Model home monument sign: One per lot that a model home or sales trailer is constructed upon. A maximum of two lots per builder in a platted single-family or two-family subdivision are allowed to have a model home monument sign installed.
- (vi) *Minimum spacing between signs.* Where more than one sign is allowed on a lot, the minimum spacing required is 150 feet. The distance required between any two monument signs on adjacent properties is 75 feet.
- (vii) *Design.*
- a. Shall be constructed of the same primary masonry materials as the front building facade of the principal building on the same lot and shall be of similar architectural style. Except for model home monument signs, all monument signs shall contain a minimum one foot masonry with mortar border around all sides.
 - b. Monument signs shall be consistent with the building elements and materials of the unified development signs and incidental signs within a UDZ. Architectural embellishments may be considered through the review of the sign coordination plan, as defined in section 3.06.013.
 - c. Blank panels shall be installed on monument signs where tenant panels are absent.
- (viii) *Lighting.*
- a. Single tenant/multitenant monument sign:
 1. May only be illuminated utilizing internal lighting, with the exception of sculpted aluminum panels.
 2. For sculpted aluminum panels, a ground lighting source where the light itself and supporting structure are not visible from any public right-of-way may be used.
 3. A light detection device and/or photocell sensor shall be installed as part of the sign to ensure the sign's brightness is automatically dimmed according to ambient light conditions.
 4. No sign adjacent to a thoroughfare shall create a light nuisance or an impairment of vision creating a hazard for vehicular or pedestrian traffic.
 - b. Model home monument sign: May only be illuminated utilizing a ground lighting source where the light itself and supporting structure are not visible from any public right-of-way.
 - c. Lighting fixtures shall not cast light or glare in any direction other than on the elements of the sign.
-

- d. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- e. Illuminated signs shall not operate at brightness levels of more than 0.3 footcandles above ambient light conditions at the property line, or at a distance equal to the square root of the area of the sign $\times 100$ (see formula below); whichever is closer to the sign, as measured using a footcandle meter. Illumination levels shall be measured at an approximate height of three feet above grade.
- $$\sqrt{(\text{Area of Sign in Sq. Ft.} \times 100)}$$
- f. No sign or associated luminaire shall create light spillover of more than 0.1 footcandles at any property line within or bounding a residential use or residential district.
- (ix) *Changeable electronic message/reader board component.* Only allowed on single tenant monument signs located on lots adjacent to a major thoroughfare.
- a. Maximum 50 percent of the effective sign area.
 - b. Shall be permitted only on properties abutting State Highway 174.
 - c. Frame duration shall not be less than ten seconds and shall occur simultaneously on the entire electronic sign face.
 - d. Message transition shall not be greater than one second.
 - e. Frame effects such as flashing shall be prohibited.
 - f. May not be used to display commercial messages relating to products or services that are not offered on-premises.
- (x) *Permitting stipulation.* Engineer sealed plans for the foundation of the structure is required with permit submittal for a monument sign. Engineer sealed plans for the entire structure is required with permit submittal for a monument sign in excess of eight feet in height.
- (xi) *Removal.* Model home monument sign: Shall be removed prior to final inspection of home when model is transitioned to a single-family dwelling or upon removal of sales trailer from same lot.
- (xii) *Permit required.* Yes. A sign reface requires a separate permit.
- (xiii) *Fees.* Per the City's currently adopted fee schedule.
- (H) *Pole sign.*
- (i) *Location.*
 - a. Permitted in conjunction with a lot containing a commercial or industrial use or building for which a certificate of occupancy has been issued.
 - b. Setback: No portion of the sign shall be less than 10 feet from any property line.
 - (ii) *Maximum effective sign area.* 200 square feet for a commercial building; 300 square feet for an industrial building.
 - (iii) *Maximum height.* 50 feet adjacent to Highway 174, 30 feet from all other locations and a minimum of 10 feet of clearance between from ground to sign.
 - (iv) *Maximum number of signs.* One per lot.

- (v) *Permit required.* Yes. Per the City's currently adopted fee schedule.
- (l) *Political sign.*
- (i) *Location and standards.*
- a. State law provides certain restrictions on political signage at polling places as well as on private real property. The City hereby incorporates applicable provisions of such state law into this sign article. V.C.T.A. Local Government Code, § 216.903, as amended, authorizes, among others, the placement of signs that contain primarily a political message on private real property with the consent of the property owner; subject to the following:
 1. Shall not have an area greater than 36 square feet;
 2. Shall not be more than eight feet in height;
 3. Shall not be illuminated; or
 4. Shall not have any moving elements.
 - b. Signs are not permitted on City property or within any right-of-way, except as required by V.T.C.A. Election Code, §§ 61.003 or 85.036, both as amended.
 - c. Polling place: The City recognizes that on occasion, City buildings may be utilized as polling places. V.T.C.A. Election Code, §§ 61.003 and 85.036, both as amended, authorize, among others, the City to enact reasonable regulations concerning the time, place, and manner of electioneering, which includes the posting, use or distribution of political signs on election days and during the early voting period. No political signs at polling places shall:
 1. Be located, affixed, or placed on any utility pole or structure, light structure, traffic signal, or sign pole;
 2. Be located in or on any public right-of-way;
 3. Be placed in a location so as to impede pedestrian or vehicular access; or
 4. Otherwise create a traffic or safety hazard.
 - d. A political sign at a polling place shall not exceed four feet in height or have a total sign area in excess of six square feet, and shall not be illuminated or have any moving elements.



- (ii) *Timeframe.* Polling place: Sign shall be allowed to be placed any time during the first day of early voting or election day, whichever is applicable. The sign may remain during the entire period of early voting. Should the polling location also be the site of the election day

voting, the sign may remain on the site between the dates of early voting and election day voting.

(iii) *Removal.*

- a. Shall be removed within ten days after the election day.
- b. Polling place: Shall be removed within 24 hours of the closing of the early voting or election day polling location as provided above.

(iv) *Permit required.* No, but shall comply with the above conditions.

(J) *Residential sign.*

(i) *Location.*

- a. Permitted in conjunction with a lot containing a single-family, two-family, dwelling or multifamily dwelling for which a building final or certificate of occupancy has been issued. Also permitted on a residential zoned lot owned by a home or property owners association.
- b. Shall be located only on private real property with the consent of the property owner.
- c. Shall not be placed closer than ten feet from the edge of the street pavement.



(ii) *Maximum effective sign area.* Six square feet.

(iii) *Maximum height.* Four feet.

(iv) *Maximum number of signs.* Two per lot.

(v) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(K) *Restaurant use drive-through sign.*

(i) *Location.*

- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued that includes a drive-through or drive-in.
- b. Drive-through menu boards and drive-through pre-order sign: Shall be located at the side or rear of the principal building on the lot.
- c. Drive-through menu board: Twenty-five foot setback from front property line.



- (ii) *Maximum effective sign area.*
 - a. Drive-through menu board: Forty-eight square feet.
 - b. Drive-through pre-order sign: Eighteen square feet.
 - c. Drive-in menu board: Nine square feet.
- (iii) *Minimum base size.* Shall be supported from the grade to the bottom of the sign having or appearing to have a solid base on a minimum of 80 percent of the overall sign width, not to be less than 12 inches in height.
- (iv) *Maximum height.* Six feet.
- (v) *Maximum number of signs.*
 - a. Drive-through menu board: One per drive-through lane.
 - b. Drive-through pre-order sign: One at the entrance of a drive-through lane.
 - c. Drive-in menu board: One per ordering station.
- (vi) *Minimum spacing between signs.* Drive-through pre-order sign shall be setback 20 feet from a drive-through menu board in the same drive-through lane.
- (vii) *Design.*
 - a. The design, materials, and finish shall match those of the front building facade on the same lot.
 - b. If the drive-in stalls are covered by a canopy, the signs may be attached directly to the canopy support columns.
- (viii) *Lighting.*
 - a. Internal lighting may be utilized.
 - b. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
 - c. Illuminated signs shall not operate at brightness levels of more than 0.3 footcandles above ambient light conditions at the property line, or at a distance equal to the square root of the area of the sign $\times 100$ (see formula below); whichever is closer to the sign, as measured using a footcandle meter.

Illumination levels shall be measured at an approximate height of three feet above grade.

$$\sqrt{(\text{Area of Sign in Sq. Ft.} \times 100)}$$

- d. No sign or associated luminaire shall create light spillover of more than 0.1 footcandles at any property line within or bounding a residential use or residential district.
 - (ix) *Permit required.* Yes. A sign reface requires a separate permit.
 - (x) *Fees.* Per the City's currently adopted fee schedule.
- (L) *Sandwich board (A-frame) sign.*
- (i) *Location.*
 - a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
 - b. Shall be located a minimum of three feet from the curb or any adjacent street, drive, or parking lot.
 - c. Shall be located within ten feet of the business entrance.
 - d. Shall not be placed in public right-of-way.



- (ii) *Maximum total sign area.* Twelve square feet per side.
- (iii) *Maximum height.* Four feet.
- (iv) *Minimum clearance.* If placed on or adjacent to a sidewalk or walkway (that is not in a public right-of-way), an unobstructed pedestrian clearance of at least four feet in width shall be provided adjacent to the sign.
- (v) *Maximum number of signs.* One per business or tenant.
- (vi) *Minimum spacing between signs.* Twenty feet.
- (vii) *Timeframe.* May be placed on properties during business hours only.
- (viii) *Removal.* Shall be taken inside place of business at completion of business hours each day.
- (ix) *Permit required.* Yes.
- (x) *Fees.* Per the City's currently adopted fee schedule.

(M) *Scoreboard.*

- (i) *Location.* Shall be constructed within the limits of and face into the athletic field or stadium.



- (ii) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- (iii) *Changeable electronic message/reader board component.* Allowed.
- (iv) *Permit required.* Yes.
- (v) *Fees.* Per the City's currently adopted fee schedule.

(N) *Subdivision entry sign.*

- (i) *Location.*
- a. Shall be located within the platted limits of a residential subdivision.
 - b. Alternative types of subdivision entry signs, including, but not limited to, neighborhood entry signs within an overall subdivision, shall be approved as part of a sign coordination plan as outlined in section 3.06.013.



- (ii) *Maximum effective sign area.* Sixty square feet.
- (iii) *Minimum base size.* Minimum 12 inches.
- (iv) *Maximum height.* Eight feet.
- (v) *Maximum number of signs.* One monument sign or two signs attached to screening walls (not a combination of both) per street entrance.

- (vi) *Design.* May be in the form of a sign mounted to a screening wall, so long as the sign does not project above the top of the screening wall.
- (vii) *Lighting.*
- a. Ground lighting where the light itself and supporting structure are not visible from public right-of-way.
 - b. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- (viii) *Permit required.* Yes.
- (ix) *Fees.* Per the City's currently adopted fee schedule.
- (O) *Unified development sign.*
- (i) *Location.*
 - a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued within an established unified development zone (UDZ), as referenced in Section 1.14.
 - b. A unified development sign is allowed on the same lot as a single tenant/multitenant monument sign, but the total number of unified development signs and single tenant/multitenant monument signs shall not exceed the total number of lots located within the UDZ, unless additional unified development signs and single tenant/multitenant monument signs are allowed in accordance with subsection (2)(G)(v) and subsection (2)(N)(v).
 - c. Fifteen foot setback from front property line.



- (ii) *Maximum total sign area.*
 - a. UDZ of ten acres or less: Eighty square feet.
 - b. UDZ of over ten acres: May be increased by ten square feet for each acre over ten acres, not to exceed a maximum 120 square feet.

-
- (iii) *Minimum base size.* Twenty-four inches.
 - (iv) *Maximum height.*
 - a. UDZ of ten acres or less: Ten feet.
 - b. UDZ of over ten acres: Twelve feet.
 - (v) *Maximum number of signs.*
 - a. One per street frontage of the UDZ.
 - b. One additional is permitted for each additional 750 linear feet, or portion thereof, of street frontage.
 - (vi) *Minimum spacing between signs.*
 - a. Seventy-five feet from any single tenant/multitenant monument sign and/or another unified development sign within an adjacent UDZ.
 - b. Seven hundred fifty feet, per street frontage, from an additional unified development sign within the same UDZ.
 - (vii) *Design.*
 - a. Shall be constructed of the same primary masonry materials as the front building facade of the principal or main building in the UDZ and shall be of similar architectural style.
 - b. Shall contain a minimum one-foot masonry with mortar border around all sides.
 - c. No more than 55 percent of the area may be used for the cabinet or text area displaying the tenants of the development.
 - d. The name of the development shall not exceed 20 percent of the overall area.
 - e. Blank panels shall be installed on UDSs where tenant panels are absent.
 - (viii) *Lighting.*
 - a. May only be illuminated utilizing internal lighting, with the exception of sculpted aluminum panels.
 - b. For sculpted aluminum panels, a ground lighting source where the light itself and supporting structure are not visible from any public right-of-way may be used.
 - c. A light detection device and/or photocell sensor shall be installed as part of the sign to ensure the sign's brightness is dimmed when ambient light conditions darken.
 - d. No sign adjacent to a thoroughfare shall create a light nuisance or an impairment of vision creating a hazard for vehicular or pedestrian traffic.
 - e. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
 - f. Illuminated signs shall not operate at brightness levels of more than 0.3 footcandles above ambient light conditions at the property line, or at a distance equal to the square root of the area of the sign $\times 100$ (see formula below);
-

whichever is closer to the sign, as measured using a footcandle meter. Illumination levels shall be measured at an approximate height of three feet above grade.

$$\sqrt{(\text{Area of Sign in Sq. Ft.} \times 100)}$$

- g. No sign or associated luminaire shall create light spillover of more than 0.1 footcandles at any property line within or bounding a residential use or residential district.
- (ix) *Permitting stipulation.* A sign permit shall not be issued to construct or place a unified development sign on a property until:
 - a. A sign coordination plan is approved as provided in section 3.06.013;
 - b. A unified development zone (UDZ) is approved by the City Manager as provided in section 3.06.014; and
 - c. The proposed unified development sign meets all of the applicable requirements as set forth in subsection (2)(N).
- (x) *Permit required.* Yes. A sign reface requires a separate permit.
- (xi) *Fees.* Per the City's currently adopted fee schedule.

Sec. 3.06.013. Sign coordination plan.

- (a) *General.* A sign coordination plan is required to be prepared for unified development zones, unified development signs, subdivision monuments, special purpose sign districts, and/or waiver requests.
- (b) *Purpose.* A sign coordination plan is required prior to the permitting of signs to determine overall sign locations on a property, the relationship of the sign surrounding existing, proposed, and future improvements, and to determine consistency and uniformity among buildings and signs within a UDZ or residential development.
- (c) *Application.* A sign coordination plan shall contain the following information:
 - (1) *Elevations.*
 - (A) Elevations of freestanding signs illustrating the materials of construction and maximum dimension of the signs, shown as generic sign blocks in lieu of specific signs.
 - (B) If the sign is to be attached to a building, the elevation shall be a composite of the generic sign block and the building to show the maximum dimension proposed.
 - (C) Elevations depicting the generic size of the signs in relation to the size of the buildings within the development.
 - (2) *Site plan.*
 - (A) A plan drawn to preliminary site plan or site plan specifications of the site illustrating the location of existing and proposed signs on the property and, if required by City staff, on adjacent properties.
 - (B) For nonresidential and multifamily developments, the sign coordination plan shall be submitted to the City for review with a preliminary site plan or site plan of the property. For single-family and two-family developments, the sign coordination plan shall be submitted to the City for review with a preliminary plat or final plat of the property.

- (C) Other information to illustrate the consistency and uniformity of the signs, as required by City staff.
- (d) *Procedure.*
- (1) A sign coordination plan required of specific signs shall be submitted to the Development Services Department.
 - (2) The plan shall be reviewed and considered for approval by City staff.
 - (3) Should staff deny a sign coordination plan, the plan may be forwarded to the City Manager for review and consideration upon receipt of a written appeal request. The written appeal request shall be presented to staff in the form of a standard letter, addressed to the City Manager, and including a narrative describing the sign coordination plan and explaining the intent and reasoning as to why the plan should be approved.
 - (4) Staff and the City Manager may approve or deny a sign coordination plan for any reason.
 - (5) The City Manager's decision is final.

Sec. 3.06.014. Unified development zone (UDZ).

- (a) *General.* A unified development zone is required to be prepared for any unified development signs throughout a specified development or area that contains multiple lots.
- (b) *Purpose.* A unified development zone is required prior to the permitting of specified signs to determine overall unified development sign locations on a property, the relationship of the sign surrounding existing, proposed, and future improvements, and to determine consistency and uniformity among buildings and signs within a development. Only those properties and businesses included within the UDZ shall be allowed to be included on the unified development signs placed within said unified development zone.
- (c) *Application.* A unified development zone application shall be submitted on a form provided by the City and contain the information as noted in the development manual.
- (d) *Procedure.*
 - (1) A unified development zone required for unified development signs shall be submitted to the Development Services Department.
 - (2) The plan shall be reviewed and considered for approval or denial by City staff in accordance with the sign code. Any proposed deviations shall require the submittal of an application for a special purpose sign district.

Sec. 3.06.015. Special purpose sign district (SPSD).

- (a) *General.* The SPSPD is an overlay district that exclusively addresses sign regulations. It allows an applicant, subject to approval of the City Council, the option of designating an area where the signs may deviate from the underlying sign regulations, to the extent so expressly provided in the ordinance adopting the particular SPSPD. If not so expressly provided, the underlying sign regulations shall control.
- (b) *Purpose.*
 - (1) Promote consistency among signs within a development thus creating visual harmony between signs, buildings, and other components of the property;
 - (2) Enhance the compatibility of signs with the architectural and site design features within a development;

-
- (3) Encourage signage that is in character with planned and existing uses thus creating a unique sense of place; and
 - (4) Encourage multi-tenant commercial uses to develop a unique set of sign regulations in conjunction with development standards.
- (c) *Application.* Each applicant for the creation or amendment of an SPSD shall submit a completed SPSD application to the Development Services Department, which shall contain all required supporting material as listed in the development manual. The application shall be accompanied by payment of the appropriate fee as established by the City in the adopted fee schedule, on or before a scheduled submission date. Applications shall be complete for acceptance.
- (d) *Procedure.*
- (1) Consideration for the creation or amendment to an SPSD may be initiated only with written consent of the property owners or by the City Council on its own motion when it finds that public benefit will be derived from consideration of such matter.
 - (2) The development services staff shall review the application and create a report for the City Council. Every application shall automatically be forwarded to the City Council for action. No change, however, shall become effective until after the adoption and publication of an ordinance for the proposed SPSD.
 - (3) City Council may vote to approve, approve with amendments and conditions, table, or deny in whole or in part the application for any reason. If a request has been denied with prejudice, the same or similar request may not be resubmitted to the City for six months from the original date of denial.
- (e) *Amendments.*
- (1) Amendments are classified as minor or major.
 - (2) Minor amendments to the approved SPSD may be approved by the Administrative Official when the requested changes are restricted to altering the location of approved signs on the subject property.
 - (3) Requests to amend the approved SPSD for additional or larger signs are classified as major amendments and require approval by the City Council.
 - (4) Major amendment submittals shall be allowed to be requested one time within the six-month period after the initial SPSD ordinance is adopted.
 - (5) Subsequent major amendment submittals shall be allowed one time per year, based on the date the SPSD ordinance is adopted.

Sec. 3.06.016. Sign requirements relief procedure.

- (a) *Petition for waiver.* A petition for a waiver to a particular standard or requirement of this article is to determine whether such particular standard or requirement should be applied to an application or modified. A waiver is a change to the standards, not otherwise permitted by this article.
 - (b) *Application.*
 - (1) A request for a waiver to a particular standard or requirement of this article shall be submitted on a form provided by the City and accompanied by the prescribed fee set forth in the City's adopted fee schedule.
 - (2) The petition shall state the grounds for waiver.
 - (3) The applicant bears the burden of proof to demonstrate in the application the following:
 - (A) The requirement for which the waiver is requested imposes an undue hardship on the applicant;
-

- (B) The proposed sign shall be of a unique design or configuration;
 - (C) The waiver is needed due to a hardship caused by restricted area, shape, topography, or physical features that are unique to the property or structure on which the proposed sign would be placed, and such hardship is not self-imposed;
 - (D) The waiver will substantially improve the convenience and welfare of the public and does not violate the intent of this article; and
 - (E) The requirement or standard will not adversely impact an adjacent property owner.
- (4) Incomplete applications shall not be accepted.
 - (5) An application for a waiver shall not be accepted for a sign that is prohibited by section 3.06.010 of this article.
- (c) *Procedure.*
- (1) The development services staff shall review the application and create a report for the City Council. Every application shall automatically be forwarded to the City Council for consideration as a public hearing item.
 - (2) Prior to the tenth day before the City Council public hearing, written notice of the proposed waiver shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of property within 200 feet of the property in which the waiver is proposed.
 - (3) City Council may vote to approve, approve with amendments and conditions, table, or deny in whole or in part the application for a waiver for any reason.

Sec. 3.06.017. Violations in or on public property.

- (a) Unless permitted by this article, any sign of any nature that is placed, constructed, or maintained on public property in violation of the sign ordinance, shall be subject to the following:
 - (1) The sign may be subject to confiscation by City personnel.
 - (A) Signs confiscated may be retained for a period of five calendar days from the day after confiscation;
 - (2) It shall be prima facie evidence that the property owner of record at the address specified on a confiscated sign is responsible for the offense of placing, constructing, or maintaining such sign, and upon conviction, that person shall be guilty of a misdemeanor; and
 - (3) If such a sign contains no identifying information other than a telephone number, such information shall be prima facie evidence that the property owner of record at the telephone number specified on a confiscated sign is responsible for the offense of placing, constructing, or maintaining such sign, and upon conviction, that person shall be guilty of a misdemeanor.
- (b) The following evidence relative to the name, address, or telephone number contained in the following records is prima facie evidence of the contents of the record.
 - (1) *Name.* An authenticated photograph of the sign showing the name of the person allegedly responsible, or the sign itself.
 - (2) *Address.* A certified copy of that section of the most recent tax roll or appraisal district record which shows the name and address of the record property owner and an authenticated photograph of the sign or the sign itself.
 - (3) *Telephone number.* An authenticated photograph of the sign or the sign itself showing the telephone number and a copy of the most recent telephone directory showing the listing, or a letter or other

document from the telephone company showing the listed person and address at that telephone number.

- (c) Any presumption contained in this section is rebuttable and shall have the effects and consequences set forth in V.T.C.A. Penal Code § 2.05.

Sec. 3.06.018. Recovery of impounded signs.

- (a) Impounded signs may be recovered by the owner within five days from impoundment by paying a fee as established by the City in the adopted fee schedule.
- (b) Signs not recovered within five days of impoundment may be disposed of by the City in any manner it shall elect.

Sec. 3.06.019. Neglected and abandoned signs.

- (a) Abandoned signs and neglected signs shall be considered a public nuisance and are prohibited by this article.
- (b) Upon written notification to the permit holder by the Administrative Official, such abandoned signs shall be removed from the premises and neglected signs shall be repaired or removed from the premises by the property owner, agent, or person having beneficial use of the land, building, or structure upon which said sign is located.
- (c) The notification shall state that the offending sign shall be repaired or removed by the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign is located within ten days. The notification shall further state that if the sign is not removed or repaired, a citation may be issued and the City may resort to any civil remedy available to remove or repair the sign, up to and including impoundment.
- (d) If any sign is determined to present an immediate danger to the health, safety, and general welfare of the public, the City shall remove it immediately. Within ten days of the removal of the sign, the City shall notify the owner of the property on which the sign was located of the reason(s) for removal of the sign.
- (e) It shall be unlawful for any person, firm, or corporation receiving such written notice to fail to comply with the direction of the notice. In the event of failure to comply with such notice provided under section 3.06.007(c), the Administrative Official is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign was located.

Sec. 3.06.020. Nonconforming signs.

- (a) A nonconforming sign:
- (1) Was in existence and lawfully placed prior to the effective date of this article;
 - (2) Was in existence and lawfully located and used in accordance with the provisions of the prior ordinance applicable thereto, or which was considered legally nonconforming thereunder, and has since been in continuous or regular use; or
 - (3) Was in existence, located, and used on the premises at the time it was annexed into the City and has since been in regular and continuous use.
- (b) Any nonconforming sign and its supporting structure, which is destroyed, damaged, dilapidated, or deteriorated, shall not be replaced, repaired, or renovated, in whole or in part, if such replacement, repair, or renovation would require an expenditure of monies in excess of 60 percent of the cost of a new sign,

including its supporting structure, which is substantially the same or similar to the nonconforming sign destroyed, damaged, dilapidated, or deteriorated. Changing an internal panel of a nonconforming sign is permitted in all cases.

- (c) No sign or supporting structure, which is lawfully reproduced, repaired, or renovated as a nonconforming sign, shall be increased in area or height.
- (d) Notwithstanding any other provision of this article, any sign which is a legally existing nonconforming sign hereunder may be relocated on the same lot or tract of property upon which the sign is located in, when acquired by any governmental agency or other entity which has or could have acquired the property through the exercise of its power of eminent domain. Such relocated sign shall be placed, insofar as possible, as to comply with all the provisions of this article.
- (e) A nonconforming sign in the City or its extraterritorial jurisdiction (ETJ) may be relocated, reconstructed, or removed as provided by law including, but not limited to, V.T.C.A. Local Government Code, ch. 216 as it exists or may be amended.
- (f) If a nonconforming sign is required to be relocated, reconstructed, or removed by the City, the Mayor shall appoint a municipal board in accordance with V.T.C.A. Local Government Code, § 216.004, as it exists or may be amended, to be known as the "Municipal Board on Sign Control for Nonconforming Signs." Once appointed, board members shall serve for two year terms unless they are removed by the Mayor, they resign, they fail to qualify to serve, or are otherwise removed.

Sec. 3.06.021. Appeals.

Allegations of errors in orders, decisions, or determinations by the Administrative Official in administration of the sign regulations shall be made in writing by the applicant and heard by the City Council. An application for such appeal may be obtained from the City. The City Council shall hear, if possible, the allegation of errors within 30 days after receipt of a completed application and applicable application fees. The application will require written authorization from the property owner. The City Council's decision is final.

Sign Criteria Table

Sign Type	Permit Required	Maximum Effective Area	Max Height	Location
Awning sign	Yes	75% of awning width	4 ft from base of awning	Non-residential uses or apartment uses
Banner sign	Yes	48 sq ft	Not listed	Non-residential uses
Blade sign	No	3 sq ft	18 inches	Non-residential uses
Canopy sign	Yes	45 sq ft	3 ft	Non-residential uses
Construction fence sign	Yes	128 sq ft (printed), 96 sq ft (not printed)	8 ft	Non-residential uses
Outdoor machine sign	No	Not listed	Not listed	Attached to a machine
Projecting sign	Yes	12 sq ft	Not listed	Non-residential uses
Roof sign	Yes	200 sq ft (commercial), 300 sq ft (industrial)	40 ft	Commercial and industrial uses
Vehicular sign	No	Not listed	Not listed	Non-residential zoning districts
Wall sign	Yes	40% of facade	Not above roofline	Commercial or industrial uses
Window sign	No	25% of total window area	Not listed	Non-residential uses
Development sign	Yes	32 sq ft	8 ft	Minimum 15 ft from property line

Downtown sign	Yes	20 sq ft	6 ft	Downtown area
Flags	No	40 sq ft (residential), 60 sq ft (non-residential)	30 ft (residential), 40 ft (non-residential)	Private real property
Human sign	No	6 sq ft	Not listed	Private property
Incidental sign	No	5 sq ft	30 inches	Non-residential uses
Inflatable sign	Yes	48 sq ft	30 ft	Non-residential uses
Monument sign	Yes	64 sq ft (single-tenant), 80 sq ft (multi-tenant), 24 sq ft (model home)	8 ft (single-tenant), 10 ft (multi-tenant), 4 ft (model home)	Single or multi-tenant lots
Pole sign	Yes	200 sq ft (commercial), 300 sq ft (industrial)	50 ft (Highway 174), 30 ft (other locations)	Commercial or industrial lots
Political sign	No	36 sq ft	8 ft	Private real property
Residential sign	No	6 sq ft	4 ft	Single-family, two-family, or multi-family dwellings
Restaurant use drive-through sign	Yes	48 sq ft (menu board), 18 sq ft (pre-order sign), 9 sq ft (drive-in)	6 ft	Drive-through or drive-in uses
Sandwich board (A-frame) sign	Yes	12 sq ft per side	4 ft	Non-residential uses

Scoreboard	Yes	Not listed	Not listed	Athletic field or stadium
Subdivision entry sign	Yes	Not listed	Not listed	Within platted limits of subdivision
Unified development sign	Yes	Not listed	Not listed	Unified development zones

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING ARTICLE 3.06, "SIGNS," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY REPLACING SAID ARTICLE WITH A NEW ARTICLE 3.06, "SIGNS"; EXTENDING THE CITY'S SIGN ORDINANCE AND REGULATIONS TO THE CITY'S EXTRATERRITORIAL JURISDICTION; PROVIDING FOR SEVERABILITY, SAVINGS AND REPEALING CLAUSES; PROVIDING FOR PENALTIES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Joshua, Texas ("City"), is a home-rule municipality under the laws of the State of Texas and is duly incorporated; and

WHEREAS, the City possesses the full power of self-government, as authorized by the Texas Constitution and the City's duly adopted Charter; and

WHEREAS, the City Council of the City has determined that the adoption of new sign regulations, consistent with United States Supreme Court jurisprudence, is in the best interests of the citizens of the City and will promote the public health, safety and general welfare; and

WHEREAS, the City Council, on behalf of Joshua and its citizens, has further determined that the new sign regulations will promote the orderly, safe and efficient growth of the City and the City's extraterritorial jurisdiction.

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 hereby incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

From and after the effective date of this Ordinance, existing Article 3.06, "Signs," of Chapter 3, "Building Regulations," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended by replacing it with a new Article 3.06, "Signs," a copy of which is attached hereto as Exhibit A, and is incorporated into this Ordinance by reference. Further, a Sign Criteria Table generally summarizing the provisions of the Sign Ordinance is attached hereto as Exhibit B and incorporated by reference. Said Exhibit B shall be placed at the end of Article 3.06 in the Code of Ordinances as

an Exhibit to said Article. In the event of any conflict between the provisions of Article 3.06 and the Sign Criteria Table, the provisions of Article 3.06 shall apply.

SECTION 3

As authorized by Chapter 216 of the Texas Local Government Code, as amended, and other applicable law, the City Council of the City of Joshua hereby extends to the extraterritorial jurisdiction of the City the application of the Sign Ordinance incorporated and referenced herein, to the extent authorized by said Chapter.

SECTION 4

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of Five Hundred Dollars (\$500.00), and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7

This Ordinance shall become effective from and after its passage and publication.

DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 20TH DAY OF March, 2025.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

EXHIBIT A
(Sign Ordinance)

EXHIBIT B
(Sign Criteria Table)

CITY OF JOSHUA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, EXPRESSING SUPPORT FOR HOUSE BILL 134 (MEYER) RELATIVE TO LOCAL SALES TAX SOURCING; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas, is a Home Rule Municipality and exists under the laws of the State of Texas; and

WHEREAS, the Texas Legislature is currently considering House Bill 134 (Meyer), which proposes significant changes to the sourcing of local sales tax; and

WHEREAS, House Bill 134 (Meyer) would alter the current framework for determining where sales tax is sourced, including but not limited to:

1. Defining a “place of business” for a retailer in a manner that excludes certain online components, such as computer servers, Internet protocol addresses, websites, or software applications;
2. Requiring that sales by “small businesses” (defined by specific revenue and employee thresholds) be sourced to the business’ principal location;
3. Changing the sales tax sourcing for non-small businesses based on where orders are shipped or delivered; and
4. Providing special provisions for certain retailers with active economic development agreements with cities, as more fully described in HB 134.

WHEREAS, the City of Joshua relies on local sales tax revenue to fund essential services such as public safety, infrastructure, and economic development initiatives that benefit all of the City’s residents and businesses; and

WHEREAS, the provisions in House Bill 134 in all likelihood will provide for additional local sales tax revenue since the point of delivery in most instances determines the local government for whom the local sales tax applies; and

WHEREAS, not unlike many municipalities, residents of the City of Joshua often receive goods shipped or delivered to them, and as noted, the City would receive local sales tax as the point of delivery; and

WHEREAS, the City Council of the City of Joshua, Texas, believes that HB 134, if adopted and signed by the Governor, would benefit the City and its residents.

NOW, THEREFORE, BE IT RESOLVED 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 legislative and factual findings of the City of Joshua and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The City Council of the City of Joshua, Texas, hereby expresses its support for House Bill 134 (Meyer) – Local Sales Tax Sourcing, in its current form, due to the potential positive impact it would have on the City’s local sales tax collections.

SECTION 3

The City Council hereby directs the City Manager to communicate the City’s support of House Bill 134 to the appropriate legislative representatives and to work with other municipalities and organizations to advocate for the interests of local governments in Texas.

SECTION 4

This Resolution shall take effect immediately upon its passage, and it is so resolved.

PASSED, APPROVED, AND ADOPTED, by the City Council of the City of Joshua, Texas, this the 20th day of March, 2025.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

Terrence S. Welch, City Attorney

CITY OF JOSHUA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, EXPRESSING OPPOSITION TO HOUSE BILL 134 (MEYER) RELATIVE TO LOCAL SALES TAX SOURCING; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas, is a Home Rule Municipality and exists under the laws of the State of Texas; and

WHEREAS, the Texas Legislature is currently considering House Bill 134 (Meyer), which proposes significant changes to the sourcing of local sales tax; and

WHEREAS, House Bill 134 (Meyer) would alter the current framework for determining where sales tax is sourced, including but not limited to:

1. Defining a “place of business” for a retailer in a manner that excludes certain online components, such as computer servers, Internet protocol addresses, websites, or software applications;
2. Requiring that sales by “small businesses” (defined by specific revenue and employee thresholds) be sourced to the business’ principal location;
3. Changing the sales tax sourcing for non-small businesses based on where orders are placed or fulfilled, which may result in a complex and unclear framework for local tax collection; and
4. Providing special provisions for certain retailers with active economic development agreements with cities that could affect the accurate and fair allocation of local sales tax revenue.

WHEREAS, the City of Joshua relies on local sales tax revenue to fund essential services such as public safety, infrastructure, and economic development initiatives that benefit all of the City’s residents and businesses; and

WHEREAS, the provisions in House Bill 134 would complicate and potentially undermine the City’s ability to collect sales tax revenue based on where sales actually occur and where goods are consumed, potentially diverting much-needed revenue away from the City of Joshua and other municipalities; and

WHEREAS, the proposal in House Bill 134 that allows for tax elections by certain retailers with active economic development agreements with cities could create unequal tax burdens and distort the fair distribution of local sales tax revenues among different cities, negatively impacting the City of Joshua's financial stability and its ability to provide critical services; and

WHEREAS, the City Council of the City of Joshua, Texas, believes that local control over sales tax sourcing is important to ensure that revenue is fairly allocated based on where goods and services are consumed, and that any changes to the sales tax system should prioritize local communities’ interests and promote clarity, fairness, and equity in the allocation of resources.

NOW, THEREFORE, BE IT RESOLVED 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 legislative and factual findings of the City of Joshua and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The City Council of the City of Joshua, Texas, hereby expresses its opposition to House Bill 134 (Meyer) – Local Sales Tax Sourcing, in its current form, due to the potential negative impact it would have on the City of Joshua’s ability to collect and appropriately allocate local sales tax revenue. Consequently, the City Council of the City of Joshua, Texas, urges the Texas Legislature to reject House Bill 134 (Meyer) or consider revisions to the bill that would preserve local governments’ ability to fairly and transparently source and collect sales tax revenue, ensuring that funds are directed to the areas where the goods and services are actually consumed.

SECTION 3

The City Council hereby directs the City Manager to communicate the City’s opposition to House Bill 134 to the appropriate legislative representatives and to work with other municipalities and organizations to advocate for the interests of local governments in Texas.

SECTION 4

This Resolution shall take effect immediately upon its passage, and it is so resolved.

PASSED, APPROVED, AND ADOPTED, by the City Council of the City of Joshua, Texas, this the 20th day of March, 2025.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

Terrence S. Welch, City Attorney

CITY OF JOSHUA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, EXPRESSING OPPOSITION TO HOUSE BILL 924 (SCHOFIELD) RELATIVE TO SALES TAX SOURCING; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas, is a Home Rule Municipality and exists under the laws of the State of Texas; and

WHEREAS, the Texas Legislature is currently considering House Bill 924 (Schofield), which would amend current law concerning the sourcing of sales and use taxes for taxable items by generally providing that sales of taxable items are considered to occur at the location in the state where the item was stored immediately before shipment, delivery, or transfer of possession to the customer; and

WHEREAS, the City of Joshua relies on its local sales tax revenue as an essential source of funding for vital services, including public safety, infrastructure, and community development; and

WHEREAS, the proposed changes in House Bill 924, if adopted, would limit the ability of local governments to collect sales tax revenue based on where the sale is completed, potentially resulting in a significant loss of local sales tax revenue for the City of Joshua; and

WHEREAS, the City Council of the City of Joshua believes that the current system of sales tax sourcing, which is based on the location where the sale is consummated, better supports local governments’ ability to manage their budgets and provides a fairer distribution of sales tax revenue based on where goods and services are consumed; and

WHEREAS, House Bill 924 would create confusion and additional administrative burdens for local governments and businesses alike, which could hinder economic growth and affect the efficiency of local revenue collection systems; and

WHEREAS, the City Council of the City of Joshua believes it is critical to protect local control over sales tax revenue in order to ensure the continued prosperity and financial health of the city and its residents.

NOW, THEREFORE, BE IT RESOLVED 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 legislative and factual findings of the City of Joshua and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The City Council of the City of Joshua, Texas, hereby expresses its opposition to House Bill 924 (Schofield), relative to Sales Tax Sourcing, in its current form, due to the potential negative impact it would have on the City of Joshua’s ability to collect and utilize sales tax revenue for essential local services. Consequently, the City Council of the City of Joshua, Texas, urges the Texas Legislature to consider alternative measures that would not undermine local governments’ authority to manage and allocate sales tax revenue effectively.

SECTION 3

The City Council hereby directs the City Manager to communicate the City’s opposition to House Bill 924 to the appropriate legislative representatives and to work with other municipalities and organizations to advocate for the interests of local governments in Texas.

SECTION 4

This Resolution shall take effect immediately upon its passage, and it is so resolved.

PASSED, APPROVED, AND ADOPTED, by the City Council of the City of Joshua, Texas, this the 20th day of March, 2025.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

Terrence S. Welch, City Attorney

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 _____, 2025, 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 Organizational Code, 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 the City of Joshua and EDC staff to achieve the following objectives:

- A. **Business Engagement:** Establish and maintain relationships with local businesses by conducting outreach (e.g., quarterly business check-ins, networking events, and surveys) to assess business needs and challenges.

- B. **Business Retention Strategies:** Develop and implement at least one (1) annual initiative focused on retaining and supporting existing businesses, such as a "Shop Local" campaign, training workshops, or business mentorship programs.
- C. **Community Event Coordination:** Plan and execute at least three (3) annual community events that promote local businesses and foster community engagement (e.g., business expos, networking luncheons, holiday markets).
- D. **Marketing & Promotion:** Collaborate with the City's economic development consultant and staff to promote Joshua as a business-friendly community through digital marketing campaigns, social media content, and business spotlights.
- E. **Business Recruitment Support:** Assist the City in business recruitment efforts by providing up-to-date business directories, available commercial properties list, and market data to prospective businesses.
- F. **Data Collection & Reporting:** Maintain semi-annual business directory updates and track economic trends (such as new businesses, closures, and expansions) to support data-driven decision-making.
- G. **Development Monitoring:** Work with the EDC to track and report new commercial, industrial, and residential developments, ensuring the Chamber stays informed on growth and infrastructure needs.
- H. **Economic Development Education:** Attend and participate in at least two economic development-related conferences, workshops, or training programs annually to enhance local economic strategies.

SECTION 2

Performance Measures. The JACC Executive Director will work with City and EDC staff to establish performance measures, including metrics such as the number of business engagements, events hosted, marketing reach, and business support services provided. These measures will be presented to the EDC Board for approval and reviewed quarterly.

SECTION 3

Reports. The JACC Executive Director will submit a written report to the EDC before each regular monthly meeting. Reports shall include:

- Updates on business outreach and retention efforts.
- Summary of recent and upcoming Chamber events.
- Progress on economic development initiatives.
- Financial overview of how EDC funds were utilized.

SECTION 4

Term. This Agreement shall remain in effect indefinitely unless terminated by either party and is subject to the allocation of funds within the City of Joshua and the Type A Economic Development Corporation (EDC) budgets.

Payments. The EDC agrees to provide funding to JACC in the amount of \$18,000 annually, distributed in quarterly payments of \$4,500 in the months of April, July, October, and January, unless otherwise modified by mutual agreement.

The continuation of this Agreement and subsequent payments are contingent upon:

- The availability and allocation of funds by the EDC and the City of Joshua;
- JACC's fulfillment of the objectives and reporting requirements outlined in this Agreement; and
- A review of JACC's impact on business retention, promotion, and community engagement to ensure alignment with economic development goals.

Continuation. If at any time funding is no longer available or the EDC determines that modifications or termination are necessary, written notice shall be provided to JACC at least thirty (30) days prior to the next scheduled payment.

Either party may propose amendments to this Agreement to better align with evolving economic development priorities, subject to approval by the EDC Board of Directors and the City Council of Joshua.

SECTION 5

Financial Records. JACC agrees to maintain complete and accurate financial records in accordance with standard accounting practices. Upon request, JACC shall make these records available for review, inspection, and/or audit by any EDC Board Member, Joshua City Council Member, or designated City staff.

JACC shall retain financial records for a minimum of three (3) years after the termination of this Agreement or as required by the Texas State Library and Archives Commission Retention Schedule. The method of financial record-keeping shall be determined by JACC, provided that it allows for reasonable inspection and verification of expenditures related to this Agreement.

Should an audit or legal determination find that funds have been improperly used, JACC shall return the misused funds upon notification. Any such misuse shall be considered a material

breach of this Agreement, and the EDC may, at its sole discretion, declare this Agreement null and void.

SECTION 6

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 an employee of JACC and shall not be an officer(s), agent(s), or employee(s) 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, malfeasance or misfeasance committed by JACC with regard to its operations and actions.

SECTION 7

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 8

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 9

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.
- 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 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 the 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: _____



**City Council Meeting Agenda
March 20, 2025**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a franchise renewal for the solid waste services.

Background Information:

The current solid waste and recycling services contract with Waste Connections, initially secured through a competitive process in 2019, is up for renewal. Waste Connections provided five options to the Council for consideration at the January 2025 meeting.

Financial Information:

The Council elected option three:

- 2x Weekly Trash “carted” NO RECYCLE with weekly small brush up to 4yds - \$15.50
- Commercial Businesses \$5.96 per yard*
- Industrial “Roll Off” \$501 per haul*

*Please note that the Commercial and Roll-Off amounts provided are based on the total amount of dollars per month for all the dumpsters serviced, divided by the number of yards serviced. Please see the attached rate sheets for exact amounts billed for these two types of services.

City Contact and Recommendations:

Staff recommends the approval of the Franchise Agreement with Waste Connections Lone Star, Inc. for the Collection, Hauling, and Disposal of Municipal Solid Waste.

Attachments:

- 2019 - Exclusive Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Joshua, Texas

- 2025 - Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Joshua, Texas
- 2019 Rate Sheet
- 2025 Rate Sheet

Item 7.

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

April 1, 2025

EXCLUSIVE FRANCHISE FOR THE COLLECTION, HAULING, AND DISPOSAL OF MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE IN THE CITY OF JOSHUA, TEXAS STATE OF TEXAS COUNTY OF JOHNSON

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of April 2025, by and between Waste Connections Lone Star, Inc., a Texas Corporation (the "Service Provider") and the City of Joshua, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license, and privilege to collect, haul, and dispose of Municipal Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits;

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

SECTION 1. DEFINED TERMS

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

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

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

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

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

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

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

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

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

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

Holidays - The following days:

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

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

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas or the

appropriate governing agency for landfills located outside the State of Texas.

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

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

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

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

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

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

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34).

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

SECTION 2. EXCLUSIVE FRANCHISE GRANT

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

SECTION 3. OPERATIONS AND SERVICES

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

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

SECTION 4. SERVICE PROVIDER'S DUTIES AND OBLIGATIONS

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

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

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

C. Sanitation and Health. All collection equipment shall be washed and deodorized as necessary but at a minimum of once per week. Service Provider shall establish and enforce

in its operations and among its employees such regulations in regard to cleanliness and disposal of Municipal Solid Waste, Construction, and Demolition Waste as will tend to prevent the inception and spread of infectious or contagious disease and to effectively prevent the creation of a nuisance on any property, either public or private.

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

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

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

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

G. The Service Provider will be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by the Service Provider's negligent operation of its collection equipment. Service Provider will not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the mutual contract of the City and Service Provider. At no time shall the Service Provider operate collection equipment in the City's limits that: (i) is loaded to the extent that load exceeds the weight allowed by law for the rating of said

vehicle; or (ii) is loaded to the extent that the combined weight of the load and vehicles exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling if such street, alley or bridge has received a weight limitation rating.

SECTION 5. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS

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

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

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

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

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

SECTION 7. SPECIAL COLLECTIONS AND SERVICES

A. Municipal Locations. The Service Provider will provide, at no cost to the City, Containers to collect Municipal Solid Waste at certain municipal locations within the City once or twice per week, as needed. Specifically, the provisions of this Section 6.A. shall apply to the following locations:

Four (4) Poly Cart Containers at City Hall- Twice per week collection

One (1) Four Cubic Yard Container at the Fire Department - once per week collection

One (1) Six Cubic Yard Container at the Street Department - once per week collection

One (1) Six Cubic Yard Container at the Police Department - once per week collection

One (1) Six Cubic Yard Container at Animal Control - once per week collection.

One (1) Four Cubic Yard Container at Parks and Recreation once per week collection

Two (2) Six Cubic Yard Containers at the City Park once-per-week collection

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

C. Public Education Activities. Service Provider will take the following steps to inform and educate Residential Customers regarding Service Provider's commencement of services under this Agreement, at Service Provider's sole cost: (i) Distribute a professionally prepared brochure to each Residential Unit at least one (1) time approximately four (4) weeks before the commencement of the Term of this Agreement (\$5,000 annually). The brochure shall describe the services being provided hereunder and any changes from previous services rendered under previous agreements, the Service Provider's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education; (ii) Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information; and (iii) Coordinate with and supply all information reasonably requested to facilitate the City's efforts to notify Residential Customers of any changes to services resulting from this Agreement.

SECTION 8. BULKY ITEMS AND BUNDLES

A. Pre-Arranged Collections. The Service Provider will collect Bulky Items and Bundles

from Single-Family Residential Units once per week as part of the Municipal Solid Waste Collection in Section 5, as designated by the Service Provider, provided that the Bulky Items or Bundles (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (ii) are reasonably contained, and (iii) do not exceed four (4) cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. Furthermore, the Service Provider shall only be required to collect a maximum of three (3) Bulky Items per collection day from each Single-Family Residential Unit. The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Bulky Items from those Single-Family Residential Units that have complied with this Section 7. A. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

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

SECTION 9. TITLE TO EQUIPMENT

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

SECTION 10. RATES AND FEES

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

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

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

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

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

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

SECTION 11. RATE ADJUSTMENTS

A CPI Adjustment.

On each annual anniversary date of this Agreement, the rates set forth in this Agreement shall automatically increase by an amount equal to the increase, if any, with a 5% cap in the CPI during the Prior Rolling Twelve Month Period. The "Prior Rolling Twelve Month Period" shall be the most recent twelve (12) month period for which the CPI-U is available on each annual anniversary date of this Agreement. For purposes of this Agreement, the term "CPI-U" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Statistics, for all-Urban Consumers: United States, All Items (1982-84 = 100).

B Disposal and Governmental Fee Cost Adjustments:

At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees, increases in the Service Provider's costs due to changes in local, state, or federal rules, ordinances or regulations applicable to the Service Provider's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes).

C. Operating Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition, or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days' written notice to the City.

SECTION 12. EXCLUSIONS

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

SECTION 13. TERM OF AGREEMENT

The term of this Agreement shall be five (5) years, commencing on April 1, 2025, and concluding on April 1, 2030. At the expiration of the term, the Agreement may be extended for another five (5) years upon mutual agreement of the parties.

SECTION 14. ASSIGNMENT

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

SECTION 15. ENFORCEMENT

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to

prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such containers, require security deposits from the Commercial, Industrial, or Residential Units utilizing such Containers.

SECTION 16. PROCESSING, BILLING, AND FEES

A. On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9 hereto, listed in Exhibit "A," from all Residential, Commercial, Industrial, and Roll-Off Units and to bill and collect the rates and fees charged under Section 9 hereto for all Roll-Off Services requiring the collection, hauling, and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial and Roll-Off Monthly Statement"). Thereafter, the Service Provider will remit to the City an amount equal to a franchise fee equal to six percent (6 %) of the gross receipts collected by the Service Provider from the billing to Residential, Commercial, Industrial Units, and Roll-Off Services (the "Commercial and Roll-Off Franchise Fee"). Along with this Commercial and Roll-Off Franchise Fee, the Service Provider agrees to provide the City with a computer printout establishing the dollar amount and the number of commercial billings per account by the Service Provider each month. Said printout and any amounts due to be provided to the City shall be delivered no later than the twentieth (20th day of the month following the month billed.

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

SECTION 17. SPILLAGE

It is understood and agreed that the Service Provider shall not be required to clean up, collect, or dispose of any loose or spilled Municipal Solid Waste or Construction and Demolition Waste not caused by the Service Provider's rendering of the Services or be required to collect and dispose of any excess Municipal Solid Waste or Construction and Demolition Waste placed outside of the containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial, or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction and Demolition Waste. Should excess Municipal Solid Waste or

Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require the Commercial, Industrial, or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Construction and Demolition Waste or require the Commercial, Industrial or Residential Unit to utilize a container with sufficient capacity so that the excess Municipal Solid Waste or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 18. NON-COLLECTION AND COMPLAINTS

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial, or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Construction and Demolition Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will provide notification to the Commercial, Industrial, or Residential Unit of the reason for such non-collection unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items, or Bundles out for collection.

B. The Service Provider's local office shall be open for customers to make complaints, requests for information, requests for service, etc., from 8:00 a.m. to 5:00 p.m. Monday through Friday and from 8:00 a.m. to noon Saturday, excluding legal holidays. The Service Provider agrees to secure an annual listing in the Fort Worth Telephone Directory under the name by which it conducts business in the community.

C. The Service Provider's local office shall have a person responsible for collecting hours on collection days and shall be equipped with sufficient attendants to receive telephone calls. Attendants(s) shall respond to calls in a courteous manner within the following twenty-four (24) hour period.

D. Throughout the term of the Agreement, the Service Provider shall establish and maintain an authorized Managing Agent and shall designate in writing to the City Manager the name, telephone number, and address of such agent to whom the City may serve all notices of complaints received from citizens of the City.

E. All service complaints shall initially be directed to the Service Provider and shall be resolved within twenty-four (24) hours. Service Provider shall supply the City with copies of all complaints on a form approved by the City indicating the disposition of each complaint. The form shall indicate the day and hour on which the complaint was received and resolved. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day.

F. The City shall notify the Service Provider of each complaint reported to the City so the Service Provider can take whatever reasonable steps are necessary to remedy the cause of the complaint. The Service Provider shall notify the City of its disposition within twenty-four (24) hours after receiving the complaint.

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

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

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

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

K. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste or Construction and Demolition Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City

from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction and Demolition Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

L. Employees of Service Provider shall not be required to expose themselves to the danger of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Service Provider shall immediately notify the City, in writing, of such condition and of Service Providers inability to make collection.

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

SECTION 19. HOURS OF SERVICE

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

SECTION 20. REPORTING REQUIREMENTS

The Service Provider shall be required to provide the following reports or notifications to the City. The report formats will be mutually agreed to by the Service Provider and the City.

Monthly Reports. Complete and accurate Monthly Reports must be submitted to the City on or before the twentieth (20th) of each month during the Term of the Agreement. Monthly Reports shall include resident (address) and route-by-route information regarding participation rates and tonnage collected. All the information provided in the report becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

Monthly reports must contain at least the following information:

- Number of Residential Units served;
- Number of Commercial facilities served;
- Monthly tonnages by each category of service;
- Residential MSW;
- Residential Bulk;
- Commercial;
- Roll Off; and
- Customer complaints received by the Service Provider are arranged and listed by category, including date, address, complainant, nature of complaint, and resolution.

Annual Reports. No later than thirty (30) calendar days after the end of each calendar year, the Service Provider will submit to the City an annual report covering the immediately preceding Contract year and include the following information:

1. A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.
2. A discussion of highlights and other noteworthy experiences along with measures to resolve problems, increase efficiency, and increase participation.
3. A description of all public information programs undertaken with audiences reached and media used.

SECTION 21. COMPLIANCE WITH APPLICABLE LAWS

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

SECTION 22. DUE CARE

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

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS

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

SECTION 24. INSURANCE COVERAGE

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

(1) Workers Compensation Insurance- The Service Provider shall maintain, during the life of this Agreement, Worker's Compensation Insurance in the statutory amounts on all employees to be engaged in work under this Agreement and for all sub-Service Providers. In case any classes of employees engaged in hazardous work under this Agreement are not protected under the Worker's Compensation Statute, the Service Provider shall provide adequate employer's general liability insurance for the protection of such employees not so protected.

(2) Comprehensive General Liability Insurance. The Service Provider shall procure and shall maintain during the life of this Agreement Public Liability and Property Damage Insurance in an amount not less than \$5,000,000 covering each occurrence on account of bodily injury, including death, and in an amount not less than \$1,000,000 covering each occurrence on account of property damage.

(3) Automobile Insurance- Bodily Injury and Property Damage- Service Provider shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance in an amount not less than \$500,000 for injuries including accidental death to any one person and, subject to the same limit for each person, an amount not less than \$1,000,000 on account of one accident, and automobile property damage insurance in an amount not less than \$500,000.

(4) Additional Coverage- Any insurance coverage that is required by statute, which is not expressly stated herein, shall be maintained in accordance with statutory requirements.

(5) Excess Umbrella Liability Insurance- \$5,000,000 per occurrence.

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

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

by the City, evidencing that Service Provider has obtained the required insurance coverage. All policies shall provide that they may not be changed or canceled by the insurer in less than five (5) days after the City has received written notice of such change or cancellation.

SECTION 25. INDEMNITY

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

SECTION 26. SAVINGS PROVISION

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

- A. PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON.
- B. SERVICE PROVIDER SHALL LIKEWISE ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF THE SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBSERVICE PROVIDERS, LICENSEES, OR INVITEES, INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS, EXPENDED BY THE CITY IN ANY SUIT OR CLAIM AGAINST THE SERVICE PROVIDER.

SECTION 27. TERMINATION

In the event of an alleged breach by the Service Provider, if any, of the terms, covenants, or

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

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

SECTION 28. FORCE MAJEURE

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

SECTION 29. GOVERNING LAW AND VENUE

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

SECTION 30. ATTORNEYS' FEES

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

SECTION 31. MISCELLANEOUS

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

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

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

..

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

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

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

G. Taxes. Service Provider shall pay all federal, state, and local taxes, including sales tax, social security, worker's compensation, unemployment insurance, and any and all other

required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in performance of this contract.

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

SECTION 32. ACCEPTANCE

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS _____ DAY of _____, 2025.

Waste Connections Lone Star, Inc.

City of Joshua

By: _____

By: _____

Title: _____

Title: _____

Signed and sealed this ____ day of _____, 2025.

EXHIBIT A CITY OF JOSHUA, TEXAS RATE SHEET



WASTE CONNECTIONS LONE STAR, INC
 4001 Old Denton Rd, Haltom City, Texas 76117
 Contact: Abel Moreno; District Manager
 Phone: (817) 222-2221

City of Joshua RATE SHEET

Effective: March 2025 BILLING

RESIDENTIAL CURBSIDE COLLECTION:	\$15.50	per month, per Single-Family Residential Unit
ADDITIONAL TRASH TOTES:	\$7.00	per month, per Single-Family Residential Unit
COMMERCIAL COLLECT:	\$39.41	per month, per Commercial Collect Unit

Residential Service is billed by Waste Connections
 Commercial Service is billed by Waste Connections

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$35.29	\$154.14	\$275.58	\$390.01	\$550.82	\$758.99	\$137.37
3 Cubic Yd	\$112.10	\$200.88	\$357.33	\$506.78	\$702.94	\$934.39	\$137.37
4 Cubic Yd	\$128.45	\$247.58	\$394.68	\$565.17	\$758.98	\$934.17	\$137.37
6 Cubic Yd	\$189.16	\$326.94	\$448.41	\$611.86	\$798.70	\$985.56	\$137.37
8 Cubic Yd	\$205.14	\$380.97	\$534.83	\$714.61	\$929.50	\$1,156.02	\$137.37

Commercial Overage per Dumpster	\$90.00
Containers w/ Casters	\$22.05
Containers w/ Locks or Gates	\$22.05

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS				
	HAUL	DELIVERY	DISPOSAL	DAILY RENT	DRY-RUNS
20 Cubic Yd	\$303.19	\$129.94	\$36.75	\$6.07	\$138.60
30 Cubic Yd	\$303.19	\$129.94	\$36.75	\$6.07	\$138.60
40 Cubic Yd	\$303.19	\$129.94	\$36.75	\$6.07	\$138.60
ROLL OFF COMPACTORS-MSW					
30 Cubic Yd	\$533.25	Negotiable	\$36.75	Negotiable	\$138.60

Franchise and Billing Fees:	
Residential:	6.0%
Commercial:	6.0%

- * All rates are inclusive of all franchise and billing fees
- * Rates do not include any Sales Tax
- * Rates do not include any Fuel Surcharges

BULK COLLECTION INFORMATION:

- (1) 4 cubic yards will be collected on 2nd pickup day at no additional charge including small bundles of Brush (HAND COLLECT)
- (2) \$35 per cubic yard for large brush/bulk collection needing the Claw Truck



WASTE CONNECTIONS LONE STAR, INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Abel Moreno; District Manager

Phone: (817) 222-2221

City of Joshua RATE SHEET

Effective: March 2025 BILLING

RESIDENTIAL CURBSIDE COLLECTION: \$15.50 per month, per Single-Family Residential Unit

ADDITIONAL TRASH TONER: \$7.00 per month, per Single-Family Residential Unit

COMMERCIAL COLLECT: \$39.41 per month, per Commercial Collect Unit

Residential Service is billed by Waste Connections

Commercial Service is billed by Waste Connections

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$95.29	\$154.14	\$275.58	\$390.01	\$550.82	\$758.99	\$137.37
3 Cubic Yd	\$112.10	\$200.88	\$357.33	\$506.78	\$702.94	\$749.39	\$137.37
4 Cubic Yd	\$128.45	\$247.58	\$394.68	\$565.17	\$758.98	\$934.17	\$137.37
6 Cubic Yd	\$189.16	\$326.94	\$448.41	\$611.86	\$798.70	\$985.56	\$137.37
8 Cubic Yd	\$205.14	\$380.97	\$534.83	\$714.61	\$929.50	\$1,156.02	\$137.37

Commercial Overage per Dumpster \$90.00

Containers w/ Casters \$22.05

Containers w/ Locks or Gates \$22.05

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS				
	HAUL	DELIVERY	DISPOSAL	DAILY RENT	DRY-RUNS
20 Cubic Yd	\$303.19	\$129.94	\$36.75	\$6.07	\$138.60
30 Cubic Yd	\$303.19	\$129.94	\$36.75	\$6.07	\$138.60
40 Cubic Yd	\$303.19	\$129.94	\$36.75	\$6.07	\$138.60
ROLL OFF COMPACTORS-MSW					
30 Cubic Yd	\$533.25	Negotiable	\$36.75	Negotiable	\$138.60

Franchise and Billing Fees:

Residential: 6.0%

Commercial: 6.0%

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

* Rates do not include any Fuel Surcharges

BULK COLLECTION INFORMATION:

(1) 4 cubic yards will be collected on 2nd pickup day at no additional charge including small bundles of Brush (HAND COLLECT)

(2) \$35 per cubic yard for large brush/bulk collection needing the Claw Truck

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

STATE OF TEXAS

COUNTY OF JOHNSON

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

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

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

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

SECTION 1. DEFINED TERMS.

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

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

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

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

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

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

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

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

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

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

Holidays - The following days:

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

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

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

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

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

Recyclable Materials -

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

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

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

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

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

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

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

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

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

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

SECTION 3. OPERATIONS AND SERVICES.

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

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

SECTION 4. SERVICE PROVIDER'S DUTIES AND OBLIGATIONS.

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

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

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

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

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

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

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

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

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

SECTION 5. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

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

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

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

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

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

SECTION 7. SPECIAL COLLECTIONS AND SERVICES.

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

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

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

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

SECTION 8. BULKY ITEMS AND BUNDLES.

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

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

SECTION 9. TITLE TO EQUIPMENT.

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

SECTION 10. RATES AND FEES.

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

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

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

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

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

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

SECTION U . RATEADJUSTMENT.

A. **CPI and Fuel Cost Rate Adjustment.**

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

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

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

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

B Other Rate Adjustments:

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

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

SECTION 12. EXCLUSIONS.

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

SECTION 13. TERM OF AGREEMENT.

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

SECTION 14. ASSIGNMENT.

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

SECTION 15. ENFORCEMENT.

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

SECTION 16. PROCESSING, BILLING AND FEES.

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

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

B. On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9 hereto, listed in Exhibit "A", from all Commercial and Industrial Units and to bill and collect the rates and fees charged under Section 9 hereto for all Roll-Off Services requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial and Roll-Off Monthly Statement"). Thereafter, the Service Provider will remit to the City an amount equal to a franchise fee equal to six percent (6 %) of the gross receipts collected by the Service Provider from the billing to Commercial and Industrial Units and Roll-Off Services (the "Commercial and Roll-Off Franchise Fee"). Along with this Commercial and Roll-Off Franchise Fee, Service Provider agrees to provide City with a computer printout establishing the dollar amount and number of commercial billings per account by Service Provider each month. Said printout, and any amounts due to be provided to the City shall be delivered no later than the twentieth (20th) day of the month following the month billed.

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

SECTION 17. SPILLAGE.

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

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

SECTION 18. NON-COLLECTION AND COMPLAINTS.

A. **Notice from the Service Provider.** It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will provide notification to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection.

B. Service Provider's local office shall be open so that customers can make complaints, requests for information, requests for service, etc. during the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, and from 8:00 a.m. through noon Saturday, excluding legal holidays. Service Provider agrees to secure an annual listing in the Fort Worth Telephone Directory under the name by which it conducts business in the community.

C. Service Provider's local office shall have a responsible person in charge during collection hours on collection days and shall be equipped with sufficient attendants to receive telephone calls. Attendant(s) shall respond to calls in a courteous manner within the following twenty-four (24) hour period.

D. Throughout the term of the Agreement, Service Provider shall establish and maintain an authorized Managing Agent and shall designate in writing to the City Manager the name, telephone number, and address of such agent to whom all notices may be served by the City of complaints received from citizens of the City.

E. All service complaints shall initially be directed to Service Provider and shall be resolved within twenty-four (24) hours. Service Provider shall supply the City with copies of all complaints on a form approved by the City indicating the disposition of each complaint. The form shall indicate the day and hour on which the complaint was received and resolved. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day.

F. The City shall notify Service Provider of each complaint reported to the City in order for the Service Provider to take whatever reasonable steps are necessary to remedy the cause of the

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

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

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

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

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

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

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

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

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

SECTION 19. HOURS OF SERVICE.

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

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

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

SECTION 21. DUE CARE.

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

SECTION 22. PERSONNEL AND PERFORMANCE STANDARDS.

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

SECTION 23. INSURANCE COVERAGE.

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

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

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

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

SECTION 24. INDEMNITY.

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

SECTION 25. SAVINGS PROVISION.

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

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

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

SECTION 25. SAVINGS PROVISION.

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

SECTION 26. TERMINATION.

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

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

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

SECTION 27. FORCE MAJEURE.

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

SECTION 28. GOVERNING LAW AND VENUE.

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

SECTION 29. ATTORNEYS' FEES.

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

SECTION 30. MISCELLANEOUS.

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

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

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

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

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

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

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

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

SECTION 30. ACCEPTANCE.

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

Waste Connections of Lone Star Inc.

City of Joshua

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

By: Josh Jones
Josh Jones, City Manager

Signed and Sealed this 5th day of November, 2019



WASTE CONNECTIONS, INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Marty Grant; District Manager

Phone: (817) 222-2221

**City of JOSHUA
RATE SHEET**

Effective:

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

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	61.73	99.87	178.54	252.68	356.87	491.73	89.00
3 Cubic Yd	72.63	130.14	231.50	328.33	455.42	485.51	89.00
4 Cubic Yd	83.22	160.40	255.70	366.16	491.72	605.23	89.00
6 Cubic Yd	122.55	211.82	290.51	396.41	517.46	638.52	89.00
8 Cubic Yd	132.90	248.62	346.50	462.98	602.20	748.96	89.00

Containers w/ Casters \$ 12.39 per month, per Container
 Containers w/ Locks or Gates

CONTAINER ROLL OFF OPEN TOP RATES

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

CONTAINER COMPACTORS ROLL OFF RATES

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

Franchise and Billing Fees:

Residential: 6.0%
 Commercial: 6.0%

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

* Rates do not include any Fuel Surcharges

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

DECEMBER 1, 2019



WASTE CONNECTIONS, INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Marty Grant; District Manager

Phone: (817) 222-2221

**City of JOSHUA
RATE SHEET**

Effective:

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

COMMERCIAL RATE SCHEDULE

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

Containers w/ Casters \$ 12.39 per month, per Container
 Containers w/ Locks or Gates

ROLL OFF OPEN TOP RATES

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

COMPACTORS ROLL OFF RATES

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

Franchise and Billing Fees:

Residential: 6.0%
 Commercial: 6.0%

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

* Rates do not include any Fuel Surcharges



**City Council Agenda
March 20, 2025**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on the execution of a municipal lease agreement for the Fire Department brush truck. (Staff Resource: M. Freelen)

Background Information:

A brush truck was ordered by the Fire Department in 2023 and will be received in fiscal year 2025. Financing proceeds for this truck were budgeted in the fiscal year 2025 budget.

Financial Information:

Three financing quotes were obtained. Community Leasing Partners is providing the most fiscally responsible terms.

City Contact and Recommendations:

Marcie Freelen, Finance Director

Community Leasing Partners' five or seven year option.

Attachments:

1. Quote Comparison
2. Quote from Government Capital
3. Quote from NCL Government Capital
4. Quote from Community Leasing Partners

Fire Department Brush Truck Financing Comparison

Year Options	Government Capital		NCL Government Capital		Community Leasing Partner	
	Annual Payment	Total Payments	Annual Payment	Total Payments	Annual Payment	Total Payments
5	49,899.28	249,496.40	51,085.74	255,428.70	49,645.64	248,228.20
7	37,487.64	262,413.48	38,430.25	269,011.75	37,387.78	261,714.46
10	28,279.97	282,799.70	29,018.28	290,182.80	28,385.83	283,858.30
Closing Fee		1,295.00		500.00		-



Financing Proposal

Prepared For



City of Joshua

February 27, 2025

Submitted By

Government Capital Corporation

345 Miron Drive
Southlake, Texas 76092

Marti Sauls

Municipal Finance Specialist
817-722-0227



Table of Contents

Corporate Overview	3
Representative Experience	3
Partial Listing of Texas City Clients	4
Proposal Summary	5
Resolution	6



Corporate Overview

Government Capital Corporation (GCC) was founded in 1992 with the primary purpose of providing tax-exempt financing solutions for state and local government entities including cities, schools, counties, and special districts. Since our inception, GCC and its affiliates have provided financing solutions exceeding \$6 billion for many different types of projects. These financings have provided funding for a wide variety of municipal needs including vehicles, technology, facilities, and heavy-duty equipment. Although we serve clients in all 50 states, one of our primary areas of focus is assisting Texas cities with acquiring essential personal property and equipment. Our team possesses extensive experience assisting local Texas governments in creating, evaluating and implementing financing structures of every type authorized by state borrowing authorities. Since our inception, we've been honored to provide financing solutions for over 560 Texas cities, representing over 45 percent of the cities in the state. In many cases, we have helped our clients adapt to and comply with regulatory changes as well as enable them to execute financings more rapidly, efficiently, and economically.

Representative Experience

City of Mathis - Government Capital's longest client relationship is with the City of Mathis, Texas. From the firm's very first funding in January of 1993 to the present day, GCC has provided the City of Mathis with millions of dollars in financing. Projects have included public works, public safety, capital equipment, energy efficiency, and technology improvements as well as various economic development projects.

City of San Saba - For over 20 years, Government Capital has assisted the City of San Saba with providing tailored financing solutions for more than 55 projects. With GCC's support, the city has financed a wide variety of vehicles, equipment, infrastructure improvements, and real estate acquisitions. The city's Economic Development Corporation has also partnered with Government Capital to fund playground and water park projects.

City of Van Horn - Since 2002, GCC has partnered with the City of Van Horn to create various financing solutions that fit the needs of the city. Projects have included numerous vehicle and equipment acquisitions as well as utility improvement projects.

City of Corrigan - Government Capital's relationship with the City of Corrigan began in 2006 and has included funding a variety of acquisitions for police vehicles, technology, and public safety equipment. Most recently, the city financed a water meter replacement project to install radio-read meters to recapture water loss.

City of Hillsboro - Since 2010, the City of Hillsboro and Government Capital have completed numerous projects and acquisitions together. These projects have included public safety vehicle acquisitions, HVAC upgrades, capital equipment procurement, and utility meter updates. Most recently, the city financed hardware and software technology upgrades for the police department.

City of Post - Government Capital has partnered with the City of Post since 2020 to fund projects from heavy equipment acquisitions to water meter replacements. Additionally, GCC has provided multiple refinancings designed to reduce interest costs, allowing the city to reallocate critical funds.

City of La Feria - Since 2005, Government Capital has provided financing solutions to the City of La Feria. Funded projects have included acquiring public safety vehicles and public works equipment. Most recently, GCC funded a city-wide utility meter replacement project.



GOVERNMENT CAPITAL CORPORATION

Partial Listing of Texas City Clients



City of Brady



City of Stephenville



City of Troup



City of Anson



City of Dilley



City of Early



City of Eastland



City of Katy



City of Ralls



City of Poteet



City of Dublin



City of Whitney



Town of Anthony



City of Panhandle



City of Roma



City of Liberty Hill



City of East Tawakoni



Town of Pecos City



City of Dalhart



City of Hidalgo



City of Mineral Wells



City of Chandler



City of Lamesa



City of Canyon



GOVERNMENT CAPITAL CORPORATION

345 Miron Drive, Southlake, Texas 76092

February 27, 2025

Ms. Marcie Freelen
Finance Director
Joshua City Hall
(817) 558-7447 ext 2016

mfreelen@cityofjoshuatx.us

Dear Marcie,

Thank you for the opportunity to present proposed financing for a Fire Brush Truck acquisition for the City of Joshua. I am submitting for your review the following proposed structure:

LENDER:	Government Capital Corporation		
ISSUER:	City of Joshua, TX		
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005		
EQUIPMENT:	Fire Brush Truck		
EQUIPMENT COST:	\$210,475.00		
ANNUAL PAYMENT TERM:	5 Years	7 Years	10 Years
TRUE INTEREST COST:	5.726%	5.667%	5.637%
PAYMENT AMOUNT:	\$49,899.28	\$37,487.64	\$28,279.97
PAYMENTS BEGINNING:	March 2026 or one year from funding		

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time. The above payment amount includes a fee of \$1,295.00 to cover issuance expense including underwriting, documentation and legal.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies, or conditions, please do not hesitate to call. I can be reached at 800-883-1199 or direct 817-722-0227 or by email Marti.Sauls@govcap.com.

With Best Regards,

MARTI SAULS,
MUNICIPAL FINANCE SPECIALIST

RESOLUTION

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING "A BRUSH TRUCK".

WHEREAS, City of Joshu (the "Issuer") desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing a "brush truck". The Issuer desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF JOSHUA:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing a "sanitation truck".

Section 2. That the Finance Contract by and between the City of Joshua and GCC is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the City Manager or his designee, as the authorized signer of the Finance Contract by and between the City of Vidor and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member _____, seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is effective this 20th day of March 2025.

Issuer: City of Joshua

Witness Signature

Scott Kimble, Mayor

Alice Holloway, City Secretary



February 27, 2025

City of Joshua
101 S Main Street
Joshua, Texas 76058

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to City of Joshua the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, City of Joshua would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring Brush Truck. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Joshua	
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital	
EQUIPMENT:	Brush Truck	
EQUIPMENT COST:	\$210,475.00	
DOWN PAYMENT / TRADE-IN:	<u>\$0.00</u>	
AMOUNT FINANCED:	\$210,475.00	
FUNDING DATE:	April 1, 2025	
DEFERRAL DAYS:	0	
FIRST PAYMENT DUE:	April 1, 2026	
TERM:	7 Years	
ANNUAL LEASE PAYMENTS:	\$38,430.25	
ALTERNATIVE LEASE OPTIONS:	5 years	\$51,085.74
	10 years	\$29,018.28

BALLOON PAYMENT: \$0.00

PRICING: The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to March 27, 2025. After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#011620-NCL **NCL's Sourcewell Contract # is 011620-NCL.**

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (612) 791-0411. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Chris Canavati - (612) 791-0411
chrisc@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of City of Joshua, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____ DATE: _____
NAME: _____ TITLE: _____
PHONE: _____

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.



Phone: 888.777.7850
Fax: 888.777.7875
Cell: 785.313.3154
215 S. Seth Child Road
Manhattan, KS 66502
www.clpusa.net

Item 8.

February 28, 2025

Customer Name: Joshua, TX
Marcie Feelen, Finance Director

Equipment: One New Brush Truck
Sales Representative: TBD
Delivery: Estimated March 2025

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

Option 1

Total Cost:	\$ 210,475.00	Payment Frequency:	Annual
Down Payment:	\$ -	First Payment:	One year from closing
Prepayment Discount:	\$ -		
Amount Financed:	\$ 210,475.00		
Term in Years:	<u>5</u>	<u>7</u>	<u>10</u>
Payment:	\$49,645.64	\$37,387.78	\$28,385.83
Factor:	0.235874	0.177635	0.134866
Interest Rate:	5.76%	5.76%	5.84%

Option 2

Total Cost:	\$ 210,475.00	Payment Frequency:	Annual
Down Payment:	\$ -	First Payment:	November 1, 2025
Prepayment Discount:	\$ -		
Amount Financed:	\$ 210,475.00		
Term in Years:	<u>5</u>	<u>7</u>	<u>10</u>
Payment:	\$48,683.64	\$36,663.31	\$27,828.57
Factor:	0.231304	0.174193	0.132218
Interest Rate:	5.76%	5.76%	5.84%

- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- The quoted interest rate is valid for 10-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 10-day period. This financing is to be executed & funded within 30 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 888.777.7850.

Respectively,

Blake J. Kaus
Vice President & Director of Leasing
blakekaus@clpusa.net



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

March 14, 2025

Marcie Freelen
City of Joshua
101 South Main Street
Joshua, TX 76058

RE: Financing for One (1) New Brush Truck

Dear Marcie,

Thank you for the opportunity to work with the City of Joshua on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 3/25/2025 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the City of Joshua and an attorney's opinion letter.

Signer 1 - Mike Peacock, City Manager
Signer 2 - Scott Kimble, Mayor
Signer 3 - Alice Hollaway, City Secretary

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Cindy

Cindy Turner
Assistant Vice President-Leasing Operation

Documentation Instructions

- ◇ **MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
 - Mike Peacock - sign where indicated
- ◇ **Exhibit A – SCHEDULE OF EQUIPMENT**
 - Mike Peacock - sign where indicated
- ◇ **Attachment 1 – EQUIPMENT DESCRIPTION**
 - Provide physical location where the equipment will be kept after delivery/installation
- ◇ **Attachment 2 –PAYMENT SCHEDULE**
 - Mike Peacock - sign where indicated
- ◇ **Exhibit B – LESSEE RESOLUTION**
 - Print the date the Resolution is being signed
 - Print the date of the meeting in which the financing was approved
 - Mike Peacock - sign as “Authorized Signer”
 - Complete the lessee’s fiscal year start and end months
 - Scott Kimble - attest the Resolution as “Attested By”
 - Alice Hollaway - certify the Resolution as “Certified By”
- ◇ **Exhibit C - OPINION OF COUNSEL**
 - Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)
- ◇ **Exhibit D - ACCEPTANCE CERTIFICATE**
 - Mike Peacock - sign and date where indicated
- ◇ **TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION**
 - Mike Peacock - sign where indicated
- ◇ **BANK QUALIFIED CERTIFICATE**
 - Mike Peacock - sign where indicated
- ◇ **INSURANCE COVERAGE REQUIREMENTS**
 - Provide Agent’s contact information
 - Mike Peacock - sign where indicated
- ◇ **INVOICE INSTRUCTIONS**
 - Complete contact information for payment billing invoices
- ◇ **NOTICE OF ASSIGNMENT**
 - Mike Peacock - sign where indicated
- ◇ **8038 - IRS Form**
 - Verify employer identification number in Box 2, Complete Boxes 10a & 10b
 - Mike Peacock - sign and date where indicated under “Signature and Consent”
- ◇ **ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):**
 - Certificate of Insurance from your insurance provider

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 3/25/2025, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: City of Joshua

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 3/21/2025, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and City of Joshua, 101 South Main Street, Joshua, TX 76058 a body corporate and politic duly organized and existing under the laws of the State of Texas ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee

obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest

components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably require

by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in connection with the use of the Equipment and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform to this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.11. Texas Anti-Boycott Laws. To the extent applicable to this Agreement, the Lessor hereby certifies as follows: (a) pursuant to Section 2271.002 of the Texas Government Code, the Lessor does not boycott Israel and will not boycott Israel during the term of this Agreement; (b) pursuant to Section 2276.002 of the Texas Government Code, the Lessor does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and (c) pursuant to Section 2274.002 of the Texas Government Code, the Lessor does not have a practice, policy, guidance, or directive which discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. For purposes of this section, all references to the Lessor means the Lessor and any parent company, wholly owned subsidiary, majority-owned subsidiary, or affiliate of the Lessor.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. JOSTX2025-04

LESSEE:
City of Joshua

LESSOR:
Community First National Bank

Mike Peacock, City Manager

Blake Kaus, VP

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 3/21/2025

Counterpart No. 1.

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

- 1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
- 2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
- 3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
- 4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
- 5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: JOSTX2025-04

LESSEE:
City of Joshua

LESSOR:
Community First National Bank

Mike Peacock, City Manager

Blake Kaus, VP

ATTACHMENT 1 EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-04

One (1) New Brush Truck

With a total acquisition cost of \$210,475.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: _____

LESSEE:
City of Joshua

Mike Peacock, City Manager

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-04

Amount Financed: \$210,475.00

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	3/21/2026	\$49,645.64	\$12,131.77	\$37,513.87	Not Available
2	3/21/2027	\$49,645.64	\$9,969.47	\$39,676.17	\$138,083.22
3	3/21/2028	\$49,645.64	\$7,682.54	\$41,963.10	\$94,609.45
4	3/21/2029	\$49,645.64	\$5,263.79	\$44,381.85	\$48,629.85
5	3/21/2030	\$49,645.64	\$2,705.63	\$46,940.01	\$0.00
Grand Totals		\$248,228.20	\$37,753.20	\$210,475.00	

LESSEE:
City of Joshua

Mike Peacock, City Manager

EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

I, the undersigned, the duly appointed, qualified and acting **City Secretary** of the above captioned Lessee do hereby certify this date _____, as follows:

(1) Lessee did, at a meeting of the governing body of the Lessee held on _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Mike Peacock, City Manager

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from _____ to _____.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

City of Joshua

Attested By: _____
Scott Kimble, Mayor

Certified By: _____
Alice Hollaway, City Secretary

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-Printed onto attorney's letterhead)

(Date)

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: City of Joshua

Ladies and Gentlemen:

As legal counsel to City of Joshua (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 3/21/2025, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is City of Joshua.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
City of Joshua

Mike Peacock, City Manager

Date

TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-04

One (1) New Brush Truck

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:

City of Joshua

Mike Peacock, City Manager

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE:
City of Joshua

Mike Peacock, City Manager

INSURANCE COVERAGE REQUIREMENTS

Lessee: City of Joshua

Please mark one of the following:

() Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

() Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Brush Truck VIN#:**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
 215 S. Seth Child Road
 Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Additional Insured**.

2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Loss Payee**.

3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.

4. VERBIAGE TO INCLUDE IN DESCRIPTION

- ✓ One (1) New Brush Truck VIN# as outlined on Lease# JOSTX2025-04
- ✓ Replacement Value (GRC, ACV, etc.)
- ✓ Comprehensive and Collision Deductibles

THE CERTIFICATE SHOULD BE
 EMAILED TO cindyturner@clpusa.net OR FAXED TO: 888.777.7875

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

LESSEE:
 City of Joshua

 Mike Peacock, City Manager

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-04

Equipment Description: One (1) New Brush Truck

Please provide contact information for billing and invoicing purposes.

Person/Department: _____
P.O. Box/Street: _____
City, State, Zip: _____
Telephone Number: _____
Email Address: _____

NOTICE OF ASSIGNMENT

March 14, 2025

City of Joshua
101 South Main Street
Joshua, TX 76058

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502**

Community First National Bank

Blake Kaus, VP

ACKNOWLEDGED AND ACCEPTED:

City of Joshua

Mike Peacock, City Manager

*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

Form **8038-G**
(Rev. October 2021)

Information Return for Tax-Exempt Governmental Bonds

Under Internal Revenue Code section 149(e)
See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of Joshua		2 Issuer's employer identification number (EIN) 75-1401183	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
101 South Main Street		3	
6 City, town, or post office, state, and ZIP code Joshua, TX 76058		7 Date of issue 03/21/2025	
8 Name of issue Master Equipment Lease Purchase Agreement		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 \$ 210,475.00
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe	18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>
b If bonds are BANs, check only box 19b	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	03/21/2030	\$ 210,475.00	\$ N/A	5 years	5.764 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
 - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ Signature of issuer's authorized representative	_____ Date	Mike Peacock, City Manager Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶ _____			Firm's EIN ▶ _____	
	Firm's address ▶ _____			Phone no. _____	



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

March 14, 2025

Marcie Freelen
City of Joshua
101 South Main Street
Joshua, TX 76058

RE: Financing for One (1) New Brush Truck

Dear Marcie,

Thank you for the opportunity to work with the City of Joshua on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 3/25/2025 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the City of Joshua and an attorney's opinion letter.

Signer 1 - Mike Peacock, City Manager
Signer 2 - Scott Kimble, Mayor
Signer 3 - Alice Hollaway, City Secretary

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Cindy

Cindy Turner
Assistant Vice President-Leasing Operation

Documentation Instructions

- ◇ **MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
 - Mike Peacock - sign where indicated
- ◇ **Exhibit A – SCHEDULE OF EQUIPMENT**
 - Mike Peacock - sign where indicated
- ◇ **Attachment 1 – EQUIPMENT DESCRIPTION**
 - Provide physical location where the equipment will be kept after delivery/installation
- ◇ **Attachment 2 –PAYMENT SCHEDULE**
 - Mike Peacock - sign where indicated
- ◇ **Exhibit B – LESSEE RESOLUTION**
 - Print the date the Resolution is being signed
 - Print the date of the meeting in which the financing was approved
 - Mike Peacock - sign as “Authorized Signer”
 - Complete the lessee’s fiscal year start and end months
 - Scott Kimble - attest the Resolution as “Attested By”
 - Alice Hollaway - certify the Resolution as “Certified By”
- ◇ **Exhibit C - OPINION OF COUNSEL**
 - Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)
- ◇ **Exhibit D - ACCEPTANCE CERTIFICATE**
 - Mike Peacock - sign and date where indicated
- ◇ **TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION**
 - Mike Peacock - sign where indicated
- ◇ **BANK QUALIFIED CERTIFICATE**
 - Mike Peacock - sign where indicated
- ◇ **INSURANCE COVERAGE REQUIREMENTS**
 - Provide Agent’s contact information
 - Mike Peacock - sign where indicated
- ◇ **INVOICE INSTRUCTIONS**
 - Complete contact information for payment billing invoices
- ◇ **NOTICE OF ASSIGNMENT**
 - Mike Peacock - sign where indicated
- ◇ **8038 - IRS Form**
 - Verify employer identification number in Box 2, Complete Boxes 10a & 10b
 - Mike Peacock - sign and date where indicated under “Signature and Consent”
- ◇ **ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):**
 - Certificate of Insurance from your insurance provider

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 3/25/2025, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: City of Joshua

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 3/21/2025, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and City of Joshua, 101 South Main Street, Joshua, TX 76058 a body corporate and politic duly organized and existing under the laws of the State of Texas ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee

obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest

components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required

by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.11. Texas Anti-Boycott Laws. To the extent applicable to this Agreement, the Lessor hereby certifies as follows: (a) pursuant to Section 2271.002 of the Texas Government Code, the Lessor does not boycott Israel and will not boycott Israel during the term of this Agreement; (b) pursuant to Section 2276.002 of the Texas Government Code, the Lessor does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and (c) pursuant to Section 2274.002 of the Texas Government Code, the Lessor does not have a practice, policy, guidance, or directive which discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. For purposes of this section, all references to the Lessor means the Lessor and any parent company, wholly owned subsidiary, majority-owned subsidiary, or affiliate of the Lessor.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. JOSTX2025-04

LESSEE:
City of Joshua

LESSOR:
Community First National Bank

Mike Peacock, City Manager

Blake Kaus, VP

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 3/21/2025

Counterpart No. 1.

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

- 1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
- 2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
- 3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
- 4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
- 5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: JOSTX2025-04

LESSEE:
City of Joshua

LESSOR:
Community First National Bank

Mike Peacock, City Manager

Blake Kaus, VP

ATTACHMENT 1 EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-04

One (1) New Brush Truck

With a total acquisition cost of \$210,475.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: _____

LESSEE:
City of Joshua

Mike Peacock, City Manager

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-04

Amount Financed: \$210,475.00

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	3/21/2026	\$37,387.78	\$12,131.77	\$25,256.01	Not Available
2	3/21/2027	\$37,387.78	\$10,676.02	\$26,711.76	\$165,640.06
3	3/21/2028	\$37,387.78	\$9,136.35	\$28,251.43	\$136,117.31
4	3/21/2029	\$37,387.78	\$7,507.94	\$29,879.84	\$104,892.88
5	3/21/2030	\$37,387.78	\$5,785.67	\$31,602.11	\$71,868.67
6	3/21/2031	\$37,387.78	\$3,964.12	\$33,423.66	\$36,940.95
7	3/21/2032	\$37,387.78	\$2,037.59	\$35,350.19	\$0.00
Grand Totals		\$261,714.46	\$51,239.46	\$210,475.00	

LESSEE:
City of Joshua

Mike Peacock, City Manager

EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

I, the undersigned, the duly appointed, qualified and acting City Secretary of the above captioned Lessee do hereby certify this date _____, as follows:

(1) Lessee did, at a meeting of the governing body of the Lessee held on _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Mike Peacock, City Manager

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from _____ to _____.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

City of Joshua

Attested By: _____

Scott Kimble, Mayor

Certified By: _____

Alice Hollaway, City Secretary

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-Printed onto attorney's letterhead)

(Date)

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: City of Joshua

Ladies and Gentlemen:

As legal counsel to City of Joshua (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 3/21/2025, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is City of Joshua.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
City of Joshua

Mike Peacock, City Manager

Date

TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-04

One (1) New Brush Truck

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
City of Joshua

Mike Peacock, City Manager

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE:
City of Joshua

Mike Peacock, City Manager

INSURANCE COVERAGE REQUIREMENTS

Lessee: City of Joshua

Please mark one of the following:

() Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

() Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Brush Truck VIN#:**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
 215 S. Seth Child Road
 Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Additional Insured**.

2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Loss Payee**.

3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.

4. VERBIAGE TO INCLUDE IN DESCRIPTION

- ✓ One (1) New Brush Truck VIN# as outlined on Lease# JOSTX2025-04
- ✓ Replacement Value (GRC, ACV, etc.)
- ✓ Comprehensive and Collision Deductibles

THE CERTIFICATE SHOULD BE
 EMAILED TO cindyturner@clpusa.net OR FAXED TO: 888.777.7875

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

LESSEE:
 City of Joshua

 Mike Peacock, City Manager

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-04

Equipment Description: One (1) New Brush Truck

Please provide contact information for billing and invoicing purposes.

Person/Department: _____
P.O. Box/Street: _____
City, State, Zip: _____
Telephone Number: _____
Email Address: _____

NOTICE OF ASSIGNMENT

March 14, 2025

City of Joshua
101 South Main Street
Joshua, TX 76058

RE: Schedule of Equipment No. 01, dated 3/21/2025, to Master Equipment Lease Purchase Agreement, dated as of 3/21/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502**

Community First National Bank

Blake Kaus, VP

ACKNOWLEDGED AND ACCEPTED:

City of Joshua

Mike Peacock, City Manager

*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

Form **8038-G**
(Rev. October 2021)

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of Joshua		2 Issuer's employer identification number (EIN) 75-1401183	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 101 South Main Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Joshua, TX 76058		7 Date of issue 03/21/2025	
8 Name of issue Master Equipment Lease Purchase Agreement		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 \$ 210,475.00
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ▶	18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>
b If bonds are BANs, check only box 19b	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	03/21/2032	\$ 210,475.00	\$ N/A	7 years	5.764 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
 - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 ▶ _____ Signature of issuer's authorized representative	 _____ Date	 Mike Peacock, City Manager Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		



JOSHUA POLICE DEPARTMENT

February 2025

In February, the Joshua Police Department began another Citizens’ Police Academy class. On 02/11/25, Chief Fullagar taught Penal Code and Sgt. Wright taught Crime Prevention. The class on 02/18/25 was cancelled due to weather concerns. The class on 02/25/25 was over Mental Health which was taught by Sgt. Wright and Sgt. Session. Chief Fullagar attended two grant-related training classes presented by the North Central Texas Council of Governments. Chief Fullagar created and submitted a grant application seeking to purchase new portable radios for the department. Captain Lee and Sgt. Session attended training on Performance Appraisals and Employee Accountability offered as part of their leadership development program organized by the Texas Police Chief’s Association. Officer Barger was enrolled in an upcoming 3-day drone search and rescue course. During February, the Joshua Police Department finally achieved the recognition required by the Texas Department of Public Safety Criminal Justice Information Division in order to begin utilizing the new SOMA software. This is a new reporting and computer assisted dispatch software package that all agencies in Johnson County are transitioning to. The Joshua Police Department’s starting date with the software is March 27th. The Morning Report may experience temporary disruptions starting on that date. Also, during February, The Joshua Police Department compiled and submitted its racial profiling stats and delivered them to the State of Texas.

PATROL DIVISION							
Dispatched Calls for February 2025							
Nature Code	Officer Initiated Calls	Dispatched Calls	Total Calls	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
911 INVESTIGATION	0	6	6	0:03:43	0:10:03	2:17:14	0:22:52
ABANDONED VEHICLE	1	1	2	0:04:12	0:05:04	0:21:03	0:10:32
ANIMAL BITE	0	1	1	0:03:57	0:03:09	0:10:31	0:10:31
ANIMAL COMPLAINT	0	13	13	0:11:54	0:28:40	9:14:04	0:42:37
ASSAULT	1	0	1	0:00:00	1:22:38	1:22:38	1:22:38
ASSIST OTHER AGENCY	1	6	7	0:06:10	1:01:15	6:14:57	0:53:34
BURGLARY ALARM	0	17	17	0:03:09	0:06:06	3:44:56	0:13:14
BUSINESS CHECK	48	0	48	0:00:00	0:07:37	6:06:16	0:07:38
CIVIL	0	1	1	0:07:23	1:33:21	1:49:17	1:49:17
CLOSE PATROL	144	3	147	0:15:27	0:06:18	16:29:27	0:06:44
CRIMINAL MISCHIEF VANDALISM	0	3	3	0:08:51	1:11:26	4:41:14	1:33:45
CRIMINAL TRESPASS	0	2	2	0:01:59	0:05:10	0:17:47	0:08:54
CRUELTY TO ANIMALS	0	1	1	0:00:19	0:26:13	0:33:11	0:33:11
DISCHARGE FIREARM	0	2	2	0:06:36	0:30:43	1:18:36	0:39:18
DISTURBANCE	1	9	10	0:04:19	0:47:34	9:19:35	0:55:58



EMS ASSIST	0	8	8	0:04:57	1:05:41	9:30:37	1:11:20
FD ASSIST	0	4	4	0:02:23	0:25:45	1:43:37	0:25:54
FLEET CRASH	1	0	1	0:00:00	10:13:12	10:13:13	10:13:13
FOLLOW UP INVESTIGATION	13	0	13	0:02:59	0:13:57	3:07:32	0:14:26
FOUND PROPERTY	1	0	1	0:00:00	0:00:13	0:00:14	0:00:14
FRAUD	0	3	3	0:04:14	0:22:14	2:13:05	0:44:22
HARASSMENT	0	5	5	0:10:57	1:09:31	7:56:40	1:35:20
HIT AND RUN CRASH	0	5	5	0:05:18	0:38:31	4:03:39	0:48:44
HOTEL MOTEL CHECK	15	0	15	0:00:00	0:02:20	0:35:08	0:02:21
INFORMATION	0	1	1	0:00:00	0:00:08	0:16:49	0:16:49
INVESTIGATION	5	7	13	0:04:30	0:34:22	8:08:16	0:40:41
JUVENILE CONTACT	0	1	1	0:00:00	0:01:11	0:11:57	0:11:57
LOOSE LIVESTOCK	0	4	4	0:05:57	0:11:26	1:25:10	0:21:18
MHMR CONTACT	0	32	32	0:14:34	0:04:45	10:05:25	0:18:55
MISSING PERSON	0	1	1	0:00:00	0:00:00	2:44:36	2:44:36
NEIGHBORHOOD PATROL	234	0	234	0:00:00	0:03:46	14:42:53	0:03:46
NOISE ORDINANCE VIOLATION	0	3	3	0:03:22	0:10:10	0:58:21	0:19:27
OPEN DOOR	4	0	4	0:00:00	0:08:41	0:34:47	0:08:42
PHONE CALL INVESTIGATION	1	14	15	0:13:22	0:18:11	18:32:29	1:14:10
PR CONTACT	5	6	11	0:06:18	0:19:35	5:01:13	0:27:23
PROWLER	0	2	2	0:02:37	0:23:30	0:59:52	0:29:56
RADAR ASSIGNMENT	13	0	13	0:00:00	0:37:09	8:03:10	0:37:10
RAILROAD	0	1	1	0:00:00	0:00:06	2:21:17	2:21:17
RECKLESS DRIVER	2	14	16	0:05:44	0:06:48	3:37:42	0:13:36
RECOVERY	0	1	1	0:12:51	1:14:21	2:33:03	2:33:03
RETURNED RUNAWAY	0	1	1	0:09:46	0:18:16	0:28:51	0:28:51
RUNAWAY	1	0	1	0:00:00	0:51:44	0:51:44	0:51:44
SCHOOL CHECK	1	0	1	0:00:00	0:15:09	0:15:09	0:15:09
SEXUAL ASSAULT	0	1	1	0:00:00	0:57:39	1:25:17	1:25:17
STOLEN VEHICLE	0	2	2	0:11:06	0:17:01	1:07:06	0:33:33
STRANDED MOTORIST	2	2	4	0:05:01	0:07:09	1:16:21	0:19:05
SUICIDAL PERSON	0	1	1	0:02:52	0:47:49	0:55:44	0:55:44
SUSPICIOUS PERSON	3	5	8	0:03:19	0:31:33	3:51:21	0:28:55
SUSPICIOUS VEHICLE	3	5	8	0:10:47	0:15:08	3:17:33	0:24:42
THEFT	0	5	5	0:03:50	0:43:23	4:15:02	0:51:00
TRAFFIC ASSIGNMENT	1	2	3	0:03:40	1:20:38	4:15:44	1:25:15
TRAFFIC COMPLAINT	0	1	1	0:04:20	0:05:45	0:20:05	0:20:05
TRAFFIC VIOLATION	134	0	134	0:00:00	0:08:53	19:42:50	0:08:50
VEHICLE CRASH	0	2	2	0:06:57	0:26:35	1:13:01	0:36:31
WANTED FELONY	1	0	1	0:00:00	0:31:55	0:31:55	0:31:55
WANTED MISDEMEANOR	4	0	4	0:00:00	0:25:42	1:42:49	0:25:42
WELFARE CHECK	1	20	21	0:06:24	1:12:08	29:33:50	1:24:28
	641	225	867	0:06:20	0:37:53	260:18:42	0:52:55



PATROL DIVISION

Statistics Comparison for February 2025

February 2025		February 2024		Year to Date 2025	
Dispatch Calls	225	Dispatch Calls	165	Dispatch Calls	495
Arrests	8	Arrest	15	Arrests	14
Crash Reports	2	Crash Reports	5	Crash Reports	7
Traffic Stops	134	Traffic Stops	499	Traffic Stops	368
Citations	143	Citations	519	Citations	383
Outside Agency Assists	7	Outside Agency Assists	6	Outside Agency Assists	16
Reports	32	Reports	39	Reports	72

CRIMINAL INVESTIGATION DIVISION

Statistics for February 2025

Detective Sosebee		Detective Stone	
Current Active Cases	112	Current Active Cases	18
Active Felonies	46	Active Felonies	7
Active Misdemeanors	66	Active Misdemeanors	11
Cases Assigned	5	Cases Assigned	13
Cases Cleared	0	Cases Cleared	26
Admin Subpoenas Served	0	Admin Subpoenas Served	0
Arrest Warrants Obtained	0	Arrest Warrants Obtained	0

TRAINING & COMMUNITY OUTREACH

- 02/03/25 thru 02/07/25 – Officer Kinman attended an ALERRT Level 1 Train-the-Trainer course in Ft. Worth.
- 02/12/25 thru 02/13/25 – Captain Lee and Sgt. Session attended Performance Appraisal and Employee Accountability training in Granbury.
- 02/11/25, 02/25/25 – Citizen Police Academy classes were held.
- 02/07/25, 02/25/25 – Chief Fullagar attended grant training courses for how to make the best grant application possible and how grant applications are scored.

JFD February Incident Report

February City Inci...
114

February County Inci...
25

Total Incidents for February
139

Feb. AA Received
1

Feb. MA Received
2

YTD City Incidents
208

YTD County Incidents
59

YTD Total
267

AA Received YTD
2

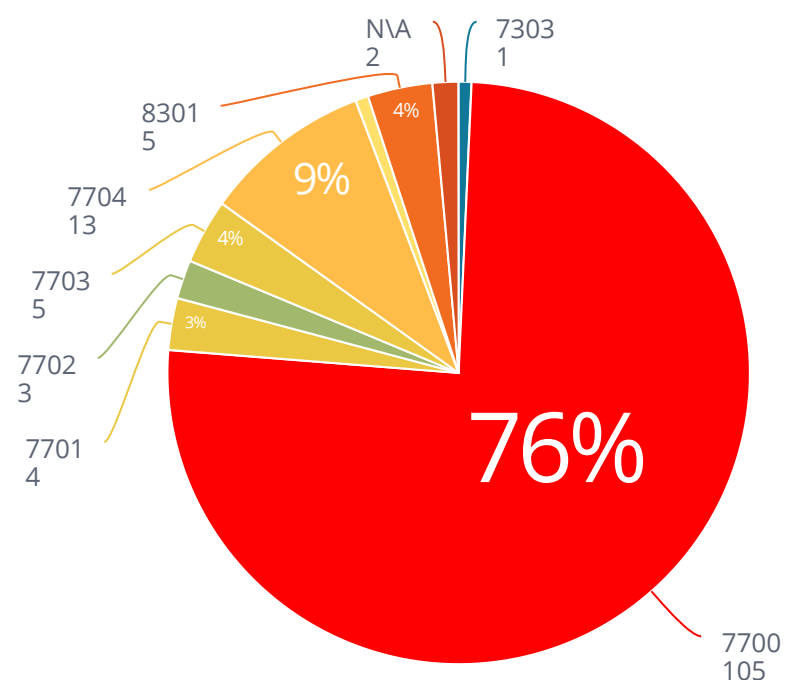
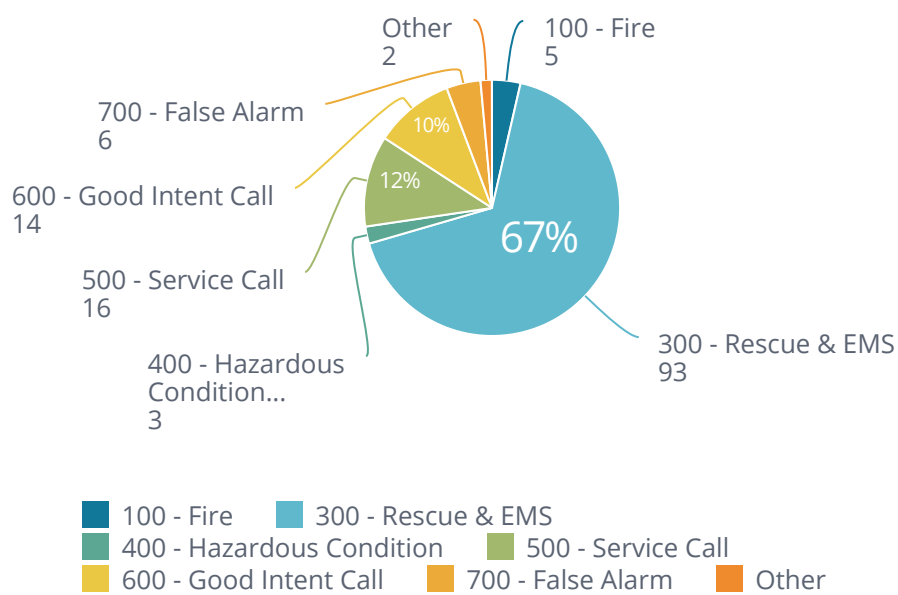
MA Received YTD
4

City Response Time
4m:1s

County Response Time
7m:56s

Percent of Incident Responses by Incident Type

City (Red) vs. County



City Incidents

Incident Type	Incident Totals
Alarm system activation, no fire - unintentional	1
Assist invalid	15
Assist police or other governmental agency	1
Attempt to burn	1
Attempted burning, illegal action, other	2
Brush or brush-and-grass mixture fire	1
Building fire	2
Dispatched & canceled en route	8
EMS call, excluding vehicle accident with injury	41
Emergency medical service incident, other	1
False alarm or false call, other	5
Medical assist, assist EMS crew	27
Mobile property (vehicle) fire, other	1
Motor vehicle accident with injuries	2
Motor vehicle accident with no injuries.	1
Rescue or EMS standby	1
Smoke scare, odor of smoke	2
NVA	2
Incident Totals	114

County Incidents

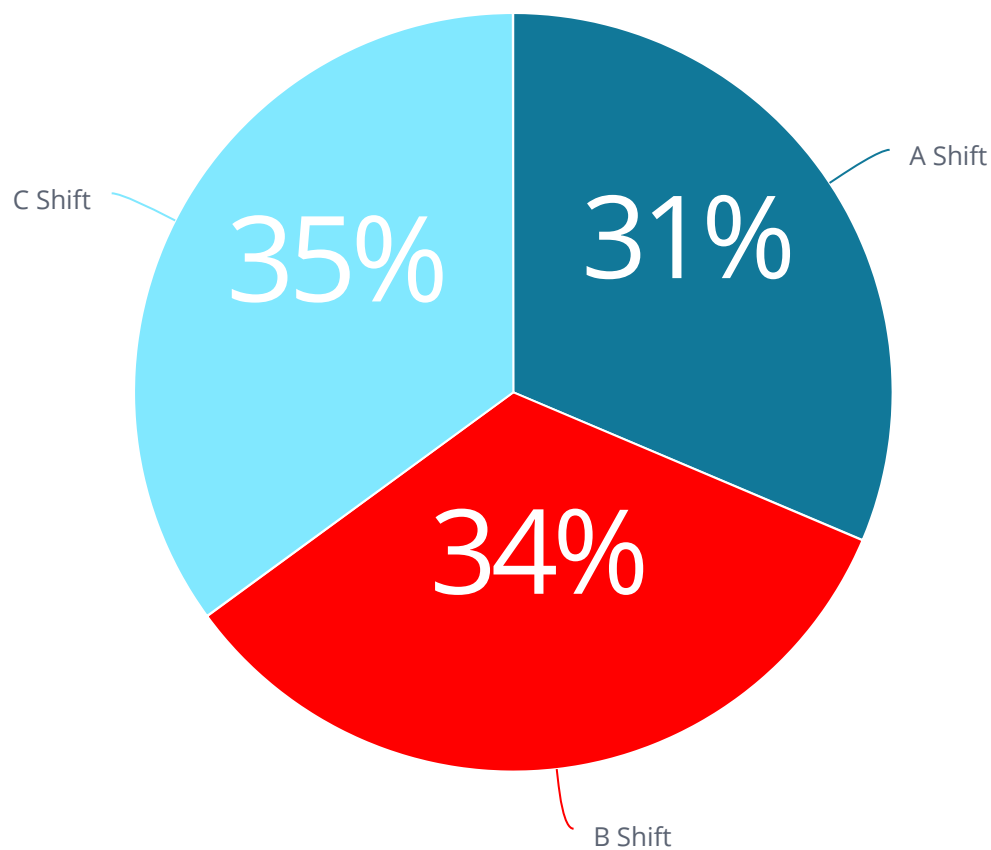
Incident Type	Incident Total
Brush or brush-and-grass mixture fire	1
Dispatched & canceled en route	3
EMS call, excluding vehicle accident with injury	14
Medical assist, assist EMS crew	6
Prescribed fire	1
Incident Total	25

YTD did not respond due to on a call (multiple calls at once).

Total Missed Calls YTD

0

Shift Comparison for January



City of Joshua
Municipal Court Council Report
From 2/1/2025 to 2/28/2025

3/3/2025 8:11

Item 3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
68	0	3	0	1	72

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$10,340.55	\$8,688.87	\$13,053.50	\$521.31	\$636.67	\$33,240.90

Warrants

Issued	Served	Closed	Total
0	0	50	50

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
138	0	296	9	30	473

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
54	0	54	108

Building Inspection Report

February	2025	2024	YTD 2025	YTD 2024
Building	54	26	103	116
Electrical	27	28	54	85
Plumbing	22	17	44	77
Mechanical	8	2	17	29
Re-Inspections	4	2	8	11
Certificate of Occupancy	3	1	4	2
Certificate of Occupancy Re-Inspection	0	1	0	2
Total # of Inspections	118	77	230	322
Plan Review	16	19	31	34

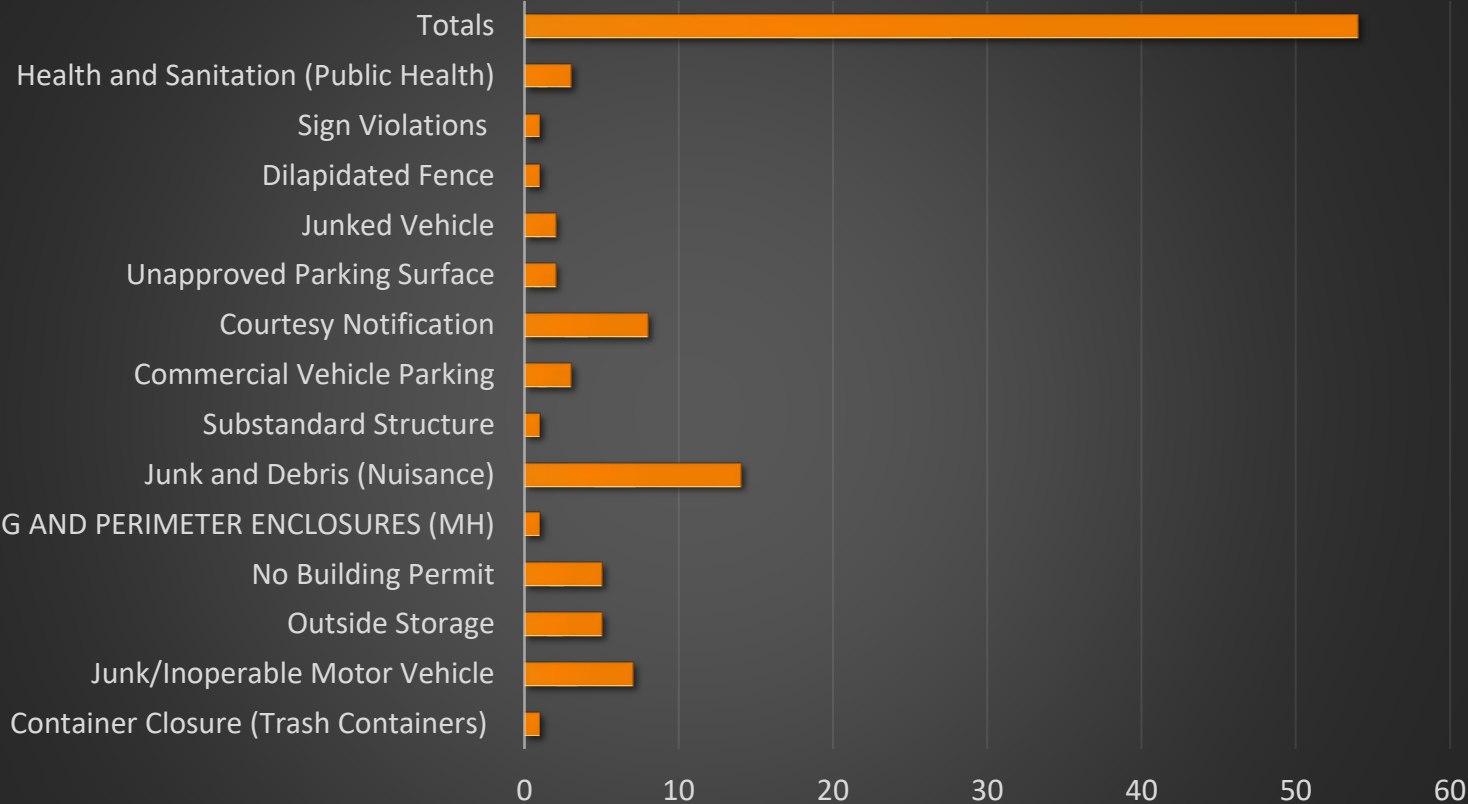
Building Permit Report

February	2025	2024	YTD 2025	YTD 2024
Building	23	26	40	53
Electrical	15	15	23	28
Plumbing	5	19	16	32
Mechanical	4	13	13	21
Permanent Sign	0	0	3	2
Temporary Sign	5	0	11	2
Certificate of Occupancy	3	3	4	3
Swimming Pool	0	0	1	0
Irrigation System	5	8	10	17
Solicitor	0	0	0	0
Contractor Registration	18	14	55	32
MHP Registration	0	0	0	0
Garage Sales	2	2	4	2
Total # of Permits	80	98	180	192

<p align="center">New Businesses Report FEBRUARY 2025</p>	
<p align="center">New Businesses (Certificate of Occupancy Issued)</p>	<p align="center">Address</p>
Murry & Miller Dessert Co.	101 N. Main Suite B
Dreamland Play Space & Café	520 N. Broadway – Suite A
<p align="center">Future New Businesses (Applied for Certificate of Occupancy not completed)</p>	<p align="center">Address</p>
Premier Commercial Collision	1570 N Main Street
Spectacular Finds	440 N. Broadway “B”
	440 N. Broadway “B”
<p align="center">New CO Issued for existing Business (New Owner, New Location, Name change,etc)</p>	<p align="center">Address</p>
Smoke Maven- (Name Change)	208 N. Broadway
Hair With Flare (Expansion)	1409 S Broadway _ Suites C & D



Code Compliance Case Report for February 2025



Violations	February
Container Closure (Trash Containers)	1
Junk/Inoperable Motor Vehicle	7
Outside Storage	5
No Building Permit	5
SKIRTING AND PERIMETER ENCLOSURES (MH)	1
Junk and Debris (Nuisance)	14
Substandard Structure	1
Commercial Vehicle Parking	3
Courtesy Notification	8
Unapproved Parking Surface	2
Junked Vehicle	2
Dilapidated Fence	1
Sign Violations	1
Health and Sanitation (Public Health)	3
Totals	54

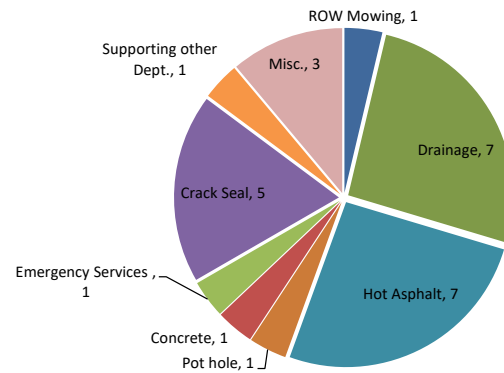
230

**City of Joshua
Public Works Monthly Activity Report
For the Month of February 2025**

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

Chart reflects one per daily occurrence

ROW Mowing	1
ROW Trimming	0
Drainage	7
Signs	0
Hot Asphalt	7
Pot hole	1
Building Maint.	0
Concrete	1
Emergency Services	1
Crack Seal	5
Safety Meeting/Classes	0
Supporting other Dept.	1
Vehicle+Equipment Maint.	0
Misc.	3



Public Works Monthly Team Status Report

For The Month Of February 2025

Completed Items

Date Received	Work Order	Finish Date	Notes
2/3/2025	Cofield and SH 174	2/5/2025	Mill intersection for asphalt repair
2/6/2025	Sheila Cir	2/25/2025	Crack seal street
2/6/2025	Village Creek Ct	2/26/2025	Saw-cut and replace asphalt
2/11/2025	City Wide	2/12/2025	Clear headwalls and culverts throughout city
2/13/2025	Lakeview Dr	2/13/2025	Scape road edges to promote positive drainage
2/14/2025	City Wide	2/14/2025	Repair potholes in city streets
2/17/2025	828 CR 904	2/19/2025	Recondition drainage swale
2/19/2025	City Facilities	2/19/2025	Place ice melt around buildings
2/20/2025	Service Center	2/20/2025	Remove animal cage from pickup
2/21/2025	828 CR 904	2/21/2025	Install rip rap at culvert crossing
2/26/2025	W. 4th St and Santa Fe	2/26/2025	Improve transition of approach at intersection
2/27/2025	651 Mountain Valley Blvd	2/27/2025	Excavate and repair asphalt street

In Progress

Year Round	City Wide		Tree trimming
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
Seasonal	City Wide		Mowing right of ways and drainage easements

Assigned But Not Yet Started

PARKS & REC.

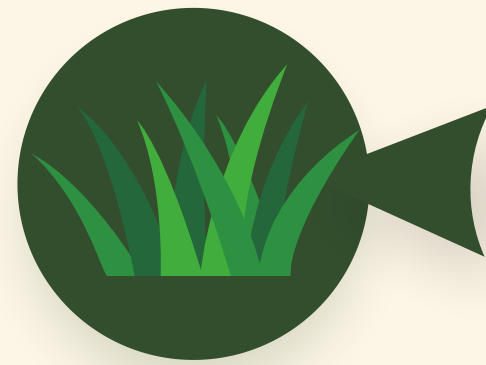
MARCH 2025 REPORT



Item 7.

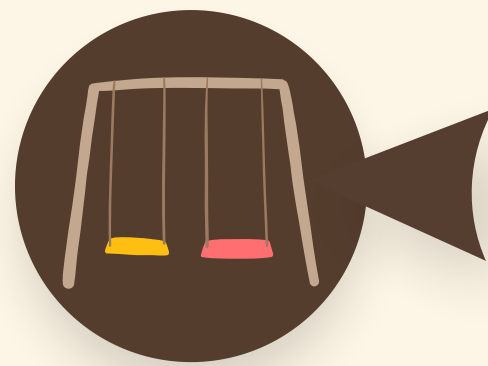
OTHER NEWS

Ballfields are now open for practices. Games will begin March 29th



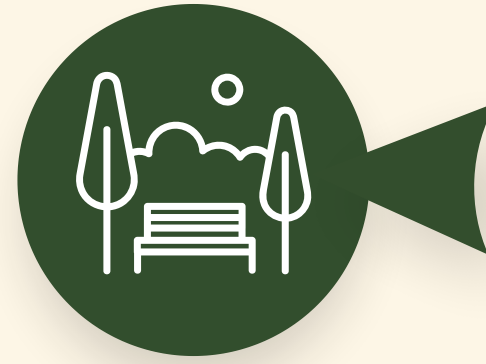
Mowing

Crews have continued mowing and maintenance at City Hall, Fire Station, Police Department, Animal Services, City Park, and the park ballfields.



Park Updates

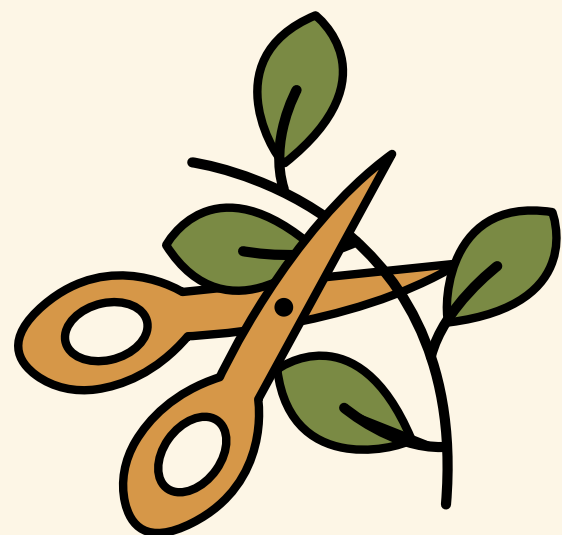
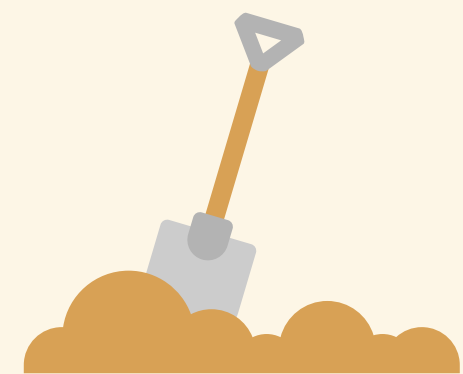
Playground structure is complete and the concrete border has been poured. The concrete walkway going to the playground has been added to be ADA compliant. The poured in place (PIP) rubber surfacing is scheduled to be installed mid March.



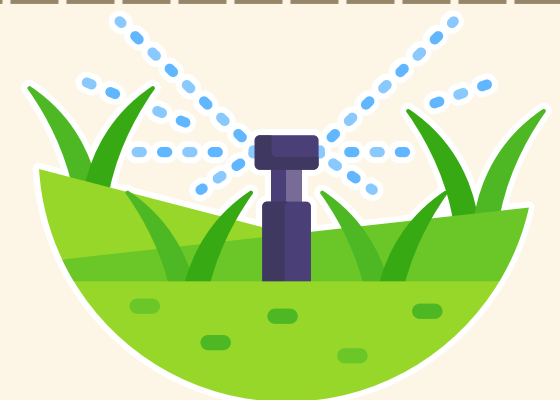
Site Amenities

Parks crews have installed park rule signs at the park as well as the no swimming signs at the pond. Concrete pads were added around the new playground for additional benches.

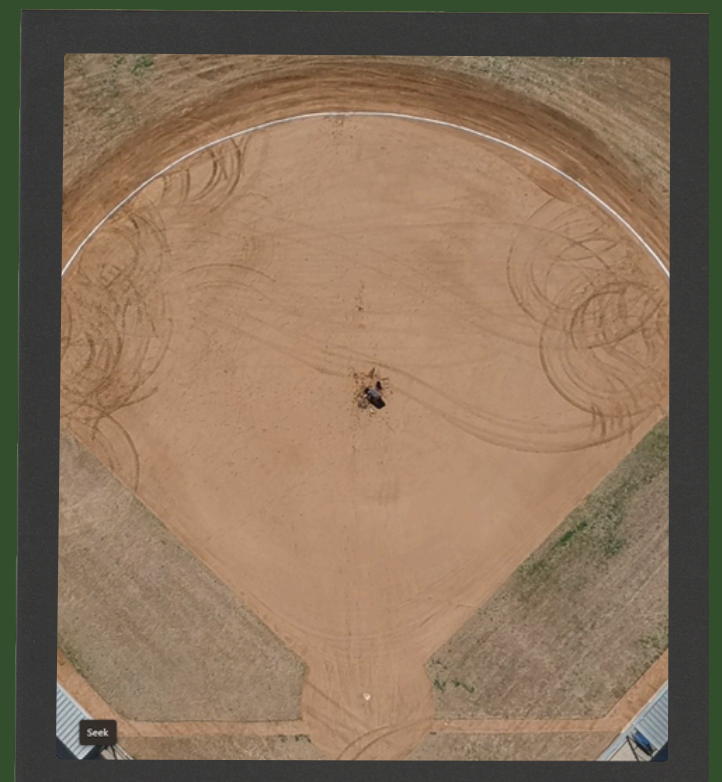
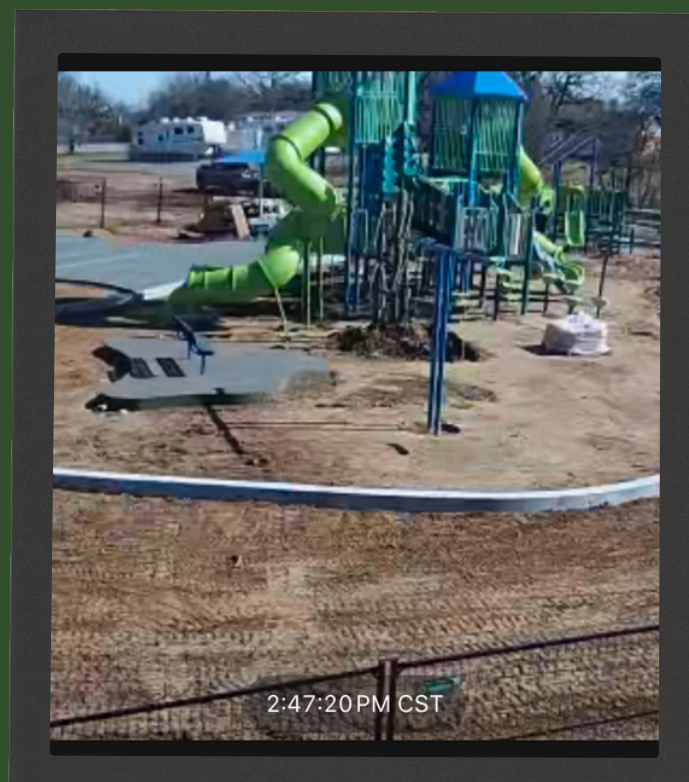
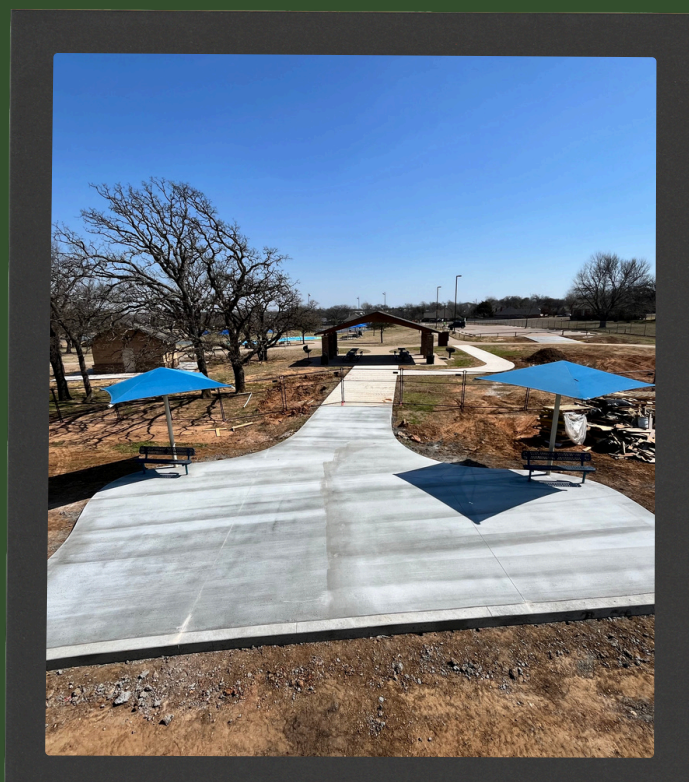
The parks crew hosted a work weekend on March 2nd with the association to prepare fields for games and practices.




Crews have trimmed all the trees in the parking lot and entry way areas of the park.



The park irrigation pump is needing repairs. The crew has been conducting audits of all city facility irrigation systems.



Animal Services Monthly Snapshot

 Month	Visitors	Phone calls	Volunteer Hours	Community Service	Total Animal Intake	Dog	Cat	Other	Total Animal Outcome	Adoption	Return to Owner	Transfer/Relocate	Died in Care	Euthanized	Patrol Hours	Calls for Service/Case	Trap Service	Notices/Warnings	Citations	Community Outreach	Education/Training
October	162	300	58	128	57	22	34	1	35	21	4	0	4	5	7	18	0	3	0	0	0
November	195	191	8	280	32	14	18	0	27	9	4	0	0	14	10	12	0	4	0	0	0
December	200	272	0	421	32	15	17	0	59	38	4	12	0	5	7.5	11	0	4	0	0	0
January	215	408	0	355	34	19	15	0	36	29	2	2	1	2	7.5	23	0	4	0	0	0
February	195	604	64	360	39	28	10	1	57	16	9	15	2	15	36	36	0	13	0	0	0
March																					
April																					
May																					
June																					
July																					
August																					
September																					
YTD	967	1775	130	1544	194	98	94	2	214	113	23	29	7	41	68	100	0	28	0	0	0
23/24 total	772	3850	392.5	2501	561	279	261	21	573	339	71	70	17	74	102	359	1	23	94	3	6
Annual % vs 23/24	125.26%	46.10%	33.12%	61.74%	34.58%	35.13%	36.02%	9.52%	37.35%	33.33%	32.39%	41.43%	41.18%	55.41%	66.67%	27.86%	0.00%	121.74%	0.00%	0.00%	0.00%

Revenue	Total Revenue	Adoptions	City Licenses	Surrenders	Microchips	Reclaim Fees	Quarantine Fees	Rabies Vouchers	Vaccinations	Impound Fees	Donations/Other	Permit Applications	Permit Fees	Sterilization and/or Vouchers	Trap Deposit	Trap Service	Refunds
October	\$ 1,415	\$ 380		\$ 115	\$ 265	\$ 80	\$ -	\$ -	\$ 370	\$ -	\$ -	\$ -	\$ -	\$ 205	\$ -	\$ -	\$ -
November	\$ 955	\$ 140		\$ 25	\$ 120	\$ 175	\$ -	\$ -	\$ 160	\$ -	\$ 75	\$ -	\$ -	\$ 220	\$ -	\$ 40	\$ -
December	\$ 1,795	\$ 350		\$ 25	\$ 240	\$ 150	\$ -	\$ -	\$ 320	\$ -	\$ 425	\$ -	\$ -	\$ 285	\$ -	\$ -	\$ -
January	\$ 2,305	\$ 595		\$ 95	\$ 405	\$ 50	\$ -	\$ -	\$ 520	\$ -	\$ 555	\$ -	\$ -	\$ 85	\$ -	\$ -	\$ -
February	\$ 2,055	\$ 240		\$ 250	\$ 195	\$ 525	\$ -	\$ 10	\$ 240	\$ -	\$ 275	\$ -	\$ -	\$ 290	\$ -	\$ -	\$ -
March	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
August	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
September	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
YTD	\$ 8,525	\$ 1,705	\$ -	\$ 510	\$ 1,225	\$ 980	\$ -	\$ 10	\$ 1,610	\$ -	\$ 1,330	\$ -	\$ -	\$ 1,085	\$ -	\$ 40	\$ -
23/24 total	\$ 21,622	\$ 7,000	\$ 375	\$ 3,106	\$ 1,160	\$ -	\$ -	\$ -	\$ 3,730	\$ -	\$ 3,656	\$ -	\$ -	\$ 2,540	\$ 40	\$ -	\$ -
Annual % vs 23/24	39.43%	24.36%	0.00%	16.42%	105.60%	0.00%	0.00%	0.00%	43.16%	0.00%	36.38%	0.00%	0.00%	42.72%	0.00%	0.00%	0.00%

City Secretary’s Office

February 2025

Monthly Report

AGENDA PROCESSING

The City Secretary’s Office is responsible for preparing agendas and postings for all City Council Regular and Special Meetings, as well as for city boards, commissions, and corporations. The total number of agendas processed for the month:

Animal Advisory Board	0 Agenda Packet
Heritage Preservation Committee	0 Agenda Packet
Planning & Zoning Commission	1 Agenda Packet
Type A EDC	1 Agenda Packet
Type B EDC	1 Agenda Packet
City Council	1 Agenda Packet

MINUTES

The City Secretary is responsible for attending all City Council Regular and Special Meetings, as well as all city boards, commissions, and corporations.

Meetings Attended	Minutes prepared	Minutes Approved
4 meetings	4 sets	4 sets

RESOLUTIONS & ORDINANCES

The City Secretary’s Office is responsible for the security of all official City records including Resolutions and Ordinances. Additionally, it is the City Secretary’s responsibility to ensure those Resolutions and Ordinances are executed, certified, and published, when appropriate. It is also the responsibility of the City Secretary to ensure all City Council Ordinances presented to Council have been certified and made available for review by the public. The City Secretary’s Office must coordinate with the local adjudicated newspaper to publish Ordinance summaries when legally required.

Resolutions	Ordinances	Proclamations
Total-4	Total-1	Total- 0

CONTRACTS AND AGREEMENTS PROCESSED:

The City Secretary works closely with the City Council and is responsible for processing follow-up documentation. Management of these documents include contracts and agreements, and it is the responsibility of the City Secretary's Office to obtain signatures, distribute originals, log, scan, and file.

Agreements/Contracts

5 new agreement

LEGAL

The City Secretary works directly with the City Attorney, Bond Attorney, Texas Attorney General’s

COMMITTEES/COMMISSIONS/CORPORATIONS

The City Secretary’s Office is responsible for maintaining Appointed Committee/Commission/Corporations Rosters and ensuring that all information is current and up to date for each. Listed below are the number of current Appointed City Committees/Commissions/Corporations, including the number of alternates and vacancies that may exist.

Animal Control Advisory Board	6 Members
Heritage Preservation Committee	5 Members
Planning & Zoning Commission	9 Members
Type A Economic Development Corporation	9 Members
Type B Economic Development Corporation	9 Members
Zoning Board of Adjustment	7 Members
Library	5 Members
	4 Members

RECORDS

The City Secretary’s office is entrusted with maintaining the official records of the city, which encompass ordinances, resolutions, contracts, deeds, easements, and various other legal documents. Additionally, the office oversees the city’s records management program, ensuring compliance across all departments. Currently, the City Secretary is actively involved in digitizing documents and integrating them into Laserfiche, a digital document management system. **Update: Records will be prepared for destruction March 2025.**

CUSTOMER SERVICE TO THE CITIZENS

The City Secretary’s Office staff strives to provide timely and responsible customer service to the citizens of Joshua.

MEETINGS/TRAINING/INFORMATION -February

- Secretary of State - Elections (3)
- Staff Meeting-City Manager
- TML Legal-Legislature Update Meeting
- NTMCA Business Meeting-Session Planning
- Meeting/Lunch with County Judge/City Manager/Mayor
- TMCCP - Finance
- Public Information Act-Personnel-Training

Upcoming Events

Item 9.

January 16, 2025 - TML Legislative Update Webinar

March 5, 2024-Public Information Event with the Texas Attorney General's Office.

March 16, 2025 - TML Legislative Update Webinar

April 3, 2025 - TML Legislative Update Webinar

May 1, 2025- TML Legislative Update Webinar

May 03, 2025- Election Day

CENSUS Information Filed:

Single-Family Houses - 7

Housing Units Total Valuations \$3,281,720

Facebook Followers- 8,700 Page Overview: See Below

Page overview

Last 28 days

Views ⓘ

75,859

Reach ⓘ

16,564

Content interactions ⓘ

761

Texas Comptrollers Office:

Filed the following agreements:

1. 380 Agreement- 204 N. Main
2. 380 Agreement- 207 N Main

Public Information Request



Bartholomew-Permitting Records



Berry-Permitting Records_



Bow-Permitting Records



Camp-Permitting Records



Cantey-Police Records



Caywood-Police Records



Christen AG Letter



Collins-Police Records



Connell-Police Records



Covin-Permitting Records



Cypress-Police Records

Haster-Permitting Records

Jones-Police Records AG Letter

Jordan-Police Records

LexisNexis-Police Records

LexisNexis-Police Records (2)

LexisNexis-Police Records (3)

LexisNexis-Police Records (4)

LexisNexis-Police Records (5)

LexisNexis-Police Records (6)

LexisNexis-Police Records (7)

Ling-PDCourtRecords

Ling-Police Records

Parrott-Permitting Records

Parrott-Permitting Records (2)

Patterson-FD Records

Rodriguez-CS Records

Rodriguez-Permitting Records

Rugas-Police Records

Sellens-Police Records

Shaw-Permitting Records

Sherman-Police Records

Simon-Police Records

Stetson-Police Records

Stetson-Police Records (2)

Summers-Police Records

Valencia-Police Records

