



**AGENDA  
CITY COUNCIL REGULAR MEETING  
COUNCIL CHAMBERS  
DECEMBER 15, 2022  
6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 pm. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on December 15, 2022. This meeting is subject to the open meeting laws of the State of Texas.

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

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/85363947766?pwd=ZkFLUS9xS2NpZkUzTFBNb3NkUk5LQT09>

Meeting ID: 85363947766 Passcode:893673 or dial 3462487799

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

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

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

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

**B. PLEDGE OF ALLEGIANCE**

1. United States of America
2. Texas Flag

**C. INVOCATION**

**D. 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.*

**E. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:**

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

#### **F. WORK SESSION**

- [1.](#) Review and discuss questions related to the budget report and financial statement for November 2022. (Staff Resource: M. Peacock)
- [2.](#) Discuss and receive update regarding the Joshua Area Chamber by Mary Merino.

#### **G. CONSENT AGENDA**

- [1.](#) Discuss, consider, and possible action on meeting minutes of November 17, 2022.

#### **H. REGULAR AGENDA**

- [1.](#) Public hearing to discuss 2023/2024 Texas Community Development Block Grant Program (TxCDBG) application(s) to the Texas Department of Agriculture.
- [2.](#) Discuss, consider, and possible action on an Ordinance repealing existing Section 12.04.002, "Penalty," and Section 12.04.003, "Use Required; Exceptions," of Article 12.04, "Truck Routes," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances replaced with a new Section 12.04.002, "Truck Routes," and a new Section 12.04.003, "Unlawful Acts; Exemptions. (Staff Resource: A. Bransom)
- [3.](#) Discuss, consider, and possible action on an Ordinance repealing existing Article 13.02, "Solid Waste," of Chapter 13, "Utilities," of the Code of Ordinances and replace it with a new Article A13.02, "Solid Waste". (Staff Resource: A. Bransom)
- [4.](#) Discuss, consider, and possible action on the amendment of the Solid Waste Contract regarding billing procedures. (Staff Resource: A. Bransom)
- [5.](#) Discuss, consider, and possible action on approving a Site Plan regarding 0.278 acre of land known as Lots 5, 6, 7, and Part of 8, Block 10, Caddo Peak Addition, W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas, locally known as 205 N. Main, to allow for the Commercial Use of a business office. (Staff Resource: A. Maldonado)
- [6.](#) Discuss, Consider and possible action on the proposed Freese & Nichols Agreement for Engineering Services. (Staff Resource: M. Peacock)
- [7.](#) Discuss, consider, and possible action on approval of the contract between Government Capital Corporation and the City of Joshua for Public Works equipment. (Staff Resource: M. Peacock)
- [8.](#) Discuss, consider, and possible action of funding repairs on the Early Outdoor Warning System.
- [9.](#) Discuss, consider, and possible action on the recommendation of the Charter Review Commission.

#### **I. STAFF REPORT - November 2022**

- [1.](#) Police Department Monthly Report
- [2.](#) Fire Department Monthly Report for November 2022
- [3.](#) Municipal Court



- [4.](#) Utility Department
- [5.](#) Development Services
- [6.](#) Parks Department
- [7.](#) Public Works
- [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.*

**K. ADJOURNMENT**

The City Council of the City of Joshua reserves the right to consult in executive session at any time during the course of this meeting with its attorney and to receive legal advice regarding any item listed on this agenda, pursuant to Section 551.071 of the Texas Government Code.

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. A quorum will be physically present at the posted meeting location of City Hall. In compliance with the Americans with Disabilities Act, the City of Joshua will provide reasonable accommodations for disabled persons attending this meeting. Requests should be received at least 24 hours prior to the scheduled meeting by contacting the City Secretary's office at 817/558-7447.

**CERTIFICATE:**

I hereby certify that the above agenda was posted on or before the December 15, 2022, by 9:00 am on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

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Alice Holloway  
City Secretary

**City of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of November 30, 2022**

% OF YEAR COMPLETED: 16.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>REVENUE SUMMARY</b>							
<b>Non-Departmental</b>							
Tax Revenue	321,275.09	258,973.38	(62,301.71)	447,497.59	4,740,109.00	9.44%	4,292,611.41
Charges for Services	64,865.94	33,236.87	(31,629.07)	94,397.25	399,000.00	23.66%	304,602.75
Licenses, Permits & Fees	39,639.88	77,730.23	38,090.35	90,241.43	963,115.00	9.37%	872,873.57
Grants & Contributions	125.05	166.66	41.61	437.05	2,000.00	21.85%	1,562.95
Intergovernmental Revenues	32,500.00	103,179.80	70,679.80	32,500.00	1,238,585.00	2.62%	1,206,085.00
Investment Earnings	1,673.97	83.30	(1,590.67)	2,470.76	1,000.00	247.08%	(1,470.76)
Miscellaneous	375.00	4,165.00	3,790.00	3,284.64	50,000.00	6.57%	46,715.36
Transfers In	0.00	83,333.33	83,333.33	1,000,000.00	1,497,771.00	66.77%	497,771.00
<b>TOTAL REVENUES</b>	<b>460,454.93</b>	<b>560,868.57</b>	<b>100,413.64</b>	<b>1,670,828.72</b>	<b>8,891,580.00</b>	<b>18.79%</b>	<b>7,220,751.28</b>
<b>EXPENDITURE SUMMARY</b>							
<b>Community Service</b>							
Utilities	4,539.38	3,748.50	(790.88)	4,564.38	45,000.00	10.14%	40,435.62
Supplies	9,508.00	0.00	(9,508.00)	9,508.00	0.00	#DIV/0!	(9,508.00)
Holiday Events	1,208.41	0.00	(1,208.41)	1,263.37	60,000.00	2.11%	58,736.63
Contract & Professional Services	27,968.33	15,618.75	(12,349.58)	55,936.66	187,500.00	29.83%	131,563.34
Miscellaneous	9,707.49	3,107.09	(6,600.40)	12,490.84	56,945.00	21.93%	44,454.16
<b>TOTAL Community Service</b>	<b>52,931.61</b>	<b>22,474.34</b>	<b>(30,457.27)</b>	<b>83,763.25</b>	<b>349,445.00</b>	<b>23.97%</b>	<b>265,681.75</b>
<b>Non-departmental</b>							
Personnel	488.57	100.00	(388.57)	488.57	4,200.00	11.63%	3,711.43
Holiday Events	534.93	2,916.67	2,381.74	534.93	35,000.00	1.53%	34,465.07
Contract & Professional Services	4,862.43	8,193.39	3,330.96	16,256.65	150,285.00	10.82%	134,028.35
Debt Service	0.00	0.00	0.00	0.00	4,000.00	0.00%	4,000.00
Miscellaneous	882,404.00	8,414.96	(873,989.04)	901,194.20	177,435.00	507.90%	(723,759.20)
Trasnfers Out	0.00	5,642.75	5,642.75	0.00	67,713.00	0.00%	67,713.00
<b>TOTAL Non-departmental</b>	<b>888,289.93</b>	<b>25,267.77</b>	<b>(863,022.16)</b>	<b>918,474.35</b>	<b>438,633.00</b>	<b>209.39%</b>	<b>(479,841.35)</b>

**City of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of November 30, 2022**

% OF YEAR COMPLETED: 16.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>Mayor &amp; Council</b>							
Personnel	14,858.23	15,176.91	318.68	28,897.02	186,123.00	15.53%	157,225.98
Supplies	164.06	1,124.84	960.78	260.06	13,500.00	1.93%	13,239.94
Contract & Professional Services	0.00	416.66	416.66	0.00	5,000.00	0.00%	5,000.00
Miscellaneous	415.95	875.00	459.05	815.95	10,500.00	7.77%	9,684.05
TOTAL Mayor & Council	15,438.24	17,593.41	2,155.17	29,973.03	215,123.00	13.93%	185,149.97
<b>Administration</b>							
Personnel	66,434.48	63,623.10	(2,811.38)	143,482.80	727,595.00	19.72%	584,112.20
Supplies	2,232.06	1,772.20	(459.86)	3,732.82	21,275.00	17.55%	17,542.18
Repair & Maintenance	1,604.99	1,416.10	(188.89)	2,161.84	17,000.00	12.72%	14,838.16
Contract & Professional Services	8,418.07	934.62	(7,483.45)	17,529.16	82,730.00	21.19%	65,200.84
Utilities	1,696.84	2,713.17	1,016.33	2,086.79	32,570.00	6.41%	30,483.21
Debt Service	0.00	833.33	833.33	0.00	10,000.00	0.00%	10,000.00
Miscellaneous	(52.61)	541.45	594.06	(52.61)	6,500.00	-0.81%	6,552.61
TOTAL Administration	80,333.83	71,833.97	(8,499.86)	168,940.80	897,670.00	18.82%	728,729.20
<b>Police Department</b>							
Personnel	132,345.78	130,803.56	(1,542.22)	294,057.60	1,612,296.00	18.24%	1,318,238.40
Supplies	1,545.93	3,465.28	1,919.35	4,573.46	41,600.00	10.99%	37,026.54
Repair & Maintenance	12,485.17	6,289.18	(6,195.99)	13,784.88	75,500.00	18.26%	61,715.12
Contract & Professional Services	53,601.60	65,869.52	12,267.92	62,928.79	132,640.00	47.44%	69,711.21
Utilities	1,581.23	1,999.20	417.97	1,921.51	24,000.00	8.01%	22,078.49
Capital Outlay	0.00	1,600.20	1,600.20	9,600.82	15,605.00	61.52%	6,004.18
Debt Service	35,394.07	11,151.78	(24,242.29)	39,991.78	133,875.00	29.87%	93,883.22
Miscellaneous	0.00	83.30	83.30	0.00	1,000.00	0.00%	1,000.00
TOTAL Police Department	236,953.78	221,262.02	(15,691.76)	426,858.84	2,036,516.00	20.96%	1,609,657.16

**City of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of November 30, 2022**

% OF YEAR COMPLETED: 16.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>Public Works</b>							
Personnel	30,011.76	32,944.06	2,932.30	80,699.32	408,700.00	19.75%	328,000.68
Supplies	23,710.96	17,576.30	(6,134.66)	34,585.55	211,000.00	16.39%	176,414.45
Repair & Maintenance	10,642.25	7,563.66	(3,078.59)	14,773.07	90,800.00	16.27%	76,026.93
Contract & Professional Services	391.55	1,757.62	1,366.07	463.10	21,100.00	2.19%	20,636.90
Utilities	316.30	641.41	325.11	431.70	7,700.00	5.61%	7,268.30
Micellaneous	1,291.97	833.33	(458.64)	1,291.97	10,000.00	12.92%	8,708.03
Capital Outlay	103,466.05	547.08	(102,918.97)	103,466.05	139,895.00	73.96%	36,428.95
Debt Service	2,124.13	4,525.27	2,401.14	4,258.26	54,325.00	7.84%	50,066.74
<b>TOTAL Public Works</b>	<b>171,954.97</b>	<b>66,388.73</b>	<b>(105,566.24)</b>	<b>239,969.02</b>	<b>943,520.00</b>	<b>25.43%</b>	<b>703,550.98</b>
<b>Municipal Court</b>							
Personnel	8,619.30	8,844.40	225.10	17,536.77	77,075.00	22.75%	59,538.23
Supplies	509.66	154.10	(355.56)	528.13	1,850.00	28.55%	1,321.87
Contract & Professional Services	3,236.44	2,917.16	(319.28)	3,312.88	35,020.00	9.46%	31,707.12
Miscellaneous	0.00	83.30	83.30	0.00	1,000.00	0.00%	1,000.00
<b>TOTAL Municipal Court</b>	<b>12,365.40</b>	<b>11,998.96</b>	<b>(366.44)</b>	<b>21,377.78</b>	<b>114,945.00</b>	<b>18.60%</b>	<b>93,567.22</b>
<b>Development Services</b>							
Personnel	28,247.25	28,033.34	(213.91)	59,354.80	346,095.00	17.15%	286,740.20
Supplies	191.34	524.79	333.45	680.29	6,300.00	10.80%	5,619.71
Repair & Maintenance	1,529.81	1,024.59	(505.22)	1,618.81	12,300.00	13.16%	10,681.19
Contract & Professional Services	15,279.14	16,061.20	782.06	19,778.04	192,740.00	10.26%	172,961.96
Utilities	311.39	442.45	131.06	311.39	5,310.00	5.86%	4,998.61
Debt Service	1,279.44	3,136.24	1,856.80	2,558.88	37,650.00	6.80%	35,091.12
<b>TOTAL Development Services</b>	<b>46,838.37</b>	<b>49,222.61</b>	<b>2,384.24</b>	<b>84,302.21</b>	<b>600,395.00</b>	<b>14.04%</b>	<b>516,092.79</b>

**City of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of November 30, 2022**

% OF YEAR COMPLETED: 16.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>Animal Control</b>							
Personnel	18,207.06	18,009.89	(197.17)	37,953.49	203,226.00	18.68%	165,272.51
Supplies	2,670.31	3,142.26	471.95	2,836.24	37,715.00	7.52%	34,878.76
Repair & Maintenance	911.09	4,673.96	3,762.87	1,767.09	56,110.00	3.15%	54,342.91
Contract & Professional Services	1,089.38	1,212.84	123.46	1,228.76	14,560.00	8.44%	13,331.24
Debt Service	0.00	867.92	867.92	0.00	10,415.00	0.00%	10,415.00
Utilities	2,302.46	1,377.78	(924.68)	2,371.70	16,540.00	14.34%	14,168.30
<b>TOTAL Animal Control</b>	<b>25,180.30</b>	<b>29,284.65</b>	<b>4,104.35</b>	<b>46,157.28</b>	<b>338,566.00</b>	<b>13.63%</b>	<b>292,408.72</b>
<b>Fire Department</b>							
Personnel	44,416.22	67,307.67	22,891.45	109,853.26	874,463.00	12.56%	764,609.74
Supplies	5,014.09	8,615.18	3,601.09	5,014.09	103,423.00	4.85%	98,408.91
Repair & Maintenance	3,826.76	8,381.22	4,554.46	5,209.23	100,615.00	5.18%	95,405.77
Contract & Professional Services	2,502.95	2,821.20	318.25	7,784.56	33,868.00	22.99%	26,083.44
Utilities	3,891.39	2,998.80	(892.59)	4,885.52	36,000.00	13.57%	31,114.48
Debt Service	(6,654.60)	1,827.18	8,481.78	2,175.37	21,935.00	9.92%	19,759.63
Capital Outlay	15,564.00	8,520.83	(7,043.17)	15,564.00	102,250.00	15.22%	86,686.00
Miscellaneous	93.91	1,291.15	1,197.24	9,623.31	15,500.00	62.09%	5,876.69
<b>TOTAL Fire Department</b>	<b>68,654.72</b>	<b>101,763.23</b>	<b>33,108.51</b>	<b>160,109.34</b>	<b>1,288,054.00</b>	<b>12.43%</b>	<b>1,127,944.66</b>
<b>Park Maintenance</b>							
Personnel	17077.69	18,610.63	1,532.94	48,377.58	223,416.00	21.65%	175,038.42
Supplies	1,705.88	1,457.77	(248.11)	3,150.85	17,500.00	18.00%	14,349.15
Repair & Maintenance	1,832.85	1,645.22	(187.63)	2,528.14	19,750.00	12.80%	17,221.86
Contract & Professional Services	391.55	169.93	(221.62)	463.10	2,040.00	22.70%	1,576.90
Utilities	5,778.09	577.26	(5,200.83)	5,844.69	76,930.00	7.60%	71,085.31
Debt Service	1,352.97	3,210.83	1,857.86	2,705.94	38,530.00	7.02%	35,824.06
Capital Outlay	3,705.00	1,276.75	(2,428.25)	3,705.00	15,325.00	24.18%	11,620.00

TOTAL Park Maintenance	<u>31,844.03</u>	<u>26,948.39</u>	<u>(4,895.64)</u>	<u>66,775.30</u>	<u>393,491.00</u>	<u>16.97%</u>	<u>326,715.70</u>
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**City of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of November 30, 2022**

% OF YEAR COMPLETED: 16.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fire Marshal							
Personnel	5347.93	12,941.69	7,593.76	16,356.59	155,362.00	10.53%	139,005.41
Supplies	233.82	1,049.65	815.83	233.82	12,600.00	1.86%	12,366.18
Contract & Professional Services	0.00	479.90	479.90	2,838.94	5,760.00	49.29%	2,921.06
Utilities	0.00	83.30	83.30	11.54	1,000.00	1.15%	988.46
Miscellaneous	0.00	41.67	41.67	0.00	500.00	0.00%	500.00
TOTAL Fire Marshal	5,581.75	14,596.21	9,014.46	19,440.89	175,222.00	11.10%	155,781.11
TOTAL EXPENDITURES	1,636,366.93	658,634.29	(977,732.64)	2,266,142.09	7,791,580.00	29.08%	5,525,437.91
TOTAL REVENUES OVER/UNDER EXPENDITURES	<u>(1,175,912.00)</u>	<u>(97,765.72)</u>	<u>1,078,146.28</u>	<u>(595,313.37)</u>	<u>1,100,000.00</u>		<u>1,695,313.37</u>



**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**COUNCIL CHAMBERS**  
**NOVEMBER 17, 2022**  
**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 the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on November 17, 2022. This meeting is subject to the open meeting laws of the State of Texas.

**PRESENT**

Mayor Scott Kimble  
 Councilmember Mike Kidd  
 Councilmember Merle Breitenstein  
 Councilmember Angela Nichols

**STAFF**

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

**ABSENT**

Councilmember Robert Fleming  
 Councilmember Shelly Anderson  
 Councilmember Johnny Waldrip

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

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

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**Join Zoom Meeting:**

<https://us02web.zoom.us/j/89684325292?pwd=NkFLK1hQOUxZZTJDWHkvTmNFeTJoUT09>

Meeting ID: 89684325292 Passcode: 600660

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

Mayor Kimble announced a quorum and called the meeting to order at 6:37 pm.

NA

**B. PLEDGE OF ALLEGIANCE**

1. United States of America

2. Texas Flag

Councilmember Nichols led the Pledge of Allegiance.

**C. INVOCATION**

Invocation led by Pastor Terry Darnell.

**D. WORK SESSION**

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

City Manager Peacock presented the October 2022 budget report and financial statement.

2. Discussion on draft revisions of the Tree Preservation Ordinance. (Staff Resource: M. Peacock)

City Manager Peacock explained the draft revisions regarding the Tree Preservation Ordinance. Mr. Peacock noted that the City Engineer prepared the recommendations presented.

Councilmember Kidd recommended that both protected and non-protected trees be listed.

City Attorney Welch stated that the Planning & Zoning Commission and City Council must hold a public hearing before changes may be made.

City Council directed staff to place this item on the next Planning & Zoning Agenda for their recommendation and consideration.

3. Update on broadband connectivity to unserved and underserved areas within the City of Joshua. (Staff Resource: M. Peacock)

Assistant City Manager Bransom stated that there were no updates at the time.

**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.*

No discussion on this item.

**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.*

NA

**G. CONSENT AGENDA**

1. Discuss, consider, and possible action on the meeting minutes of October 20, 2022. (Staff Resource: A. Holloway) Item 1.

Motion made by Councilmember Kidd to approve the meeting minutes of October 20, 2022. Seconded by Councilmember Nichols.

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

## H. REGULAR AGENDA

1. Public hearing on a request for a zoning change regarding approximately 8.995 acres of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located at 6001 CR 1023, to change from (A) Agricultural District to the (R1) Single Family Residential District to allow for the construction of two residential homes. (Staff Resource: A. Maldonado)

- Staff Presentation
- Owner's Presentation
- Those in Favor
- Those Against
- Owner's Rebuttal

Mayor Kimble opened the public hearing at 6:54 pm on a request for a zoning change regarding approximately 8.995 acres of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located at 6001 CR 1023, to change from (A) Agricultural District to the (R1) Single Family Residential District to allow for the construction of two residential homes.

Development Services Director Maldonado read the following statement:

The subject property is 8.995 acres and will be subdividing and creating two additional lots under the 2-acre minimum for Agricultural zoning; therefore, a zoning change to single-family residential district is needed. This property is zoned (A) Agricultural District. The proposed zoning change will allow for the construction of residential homes. This development will be required for the final plat; the City has agreed that these matters may be part of the platting review process.

The public made no comments. Mayor Kimble closed the public hearing at 6:56 pm.

2. Discuss, consider, and possible action on a request for a zoning change regarding approximately 8.995 acres of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located at 6001 CR 1023, to change from (A) Agricultural District to the (R1) Single Family Residential District to allow for the construction of two residential homes. (Staff Resource: A. Maldonado)

Motion made by Councilmember Nichols to approve an Ordinance approving a request for a zoning change regarding approximately 8.995 acres of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located at 6001 CR 1023, to change from (A) Agricultural District to the (R1) Single Family Residential District to allow for the construction of two residential homes.

Seconded by Councilmember Breitenstein.

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

3. Public hearing on considering an amendment to the Zoning Ordinance by amending provisions related to the membership of the Heritage Preservation Committee. (Staff Resource: A. Holloway)

Mayor Kimble opened the public hearing at 6:57 pm.

City Secretary Holloway stated that during the board appointments in September, staff was directed bring back an Ordinance changing the requirements to serve on the Heritage Preservation Committee. Ms. Holloway stated that the Planning & Zoning held a public hearing on November 7, 2022, and recommended approving as presented.

No public comments were made. Mayor Kimble closed the public hearing at 6:58 pm.

4. Discuss, consider, and possible action on an Ordinance amending the requirements of the membership of the Heritage Preservation Committee.

Motion made by Councilmember Kidd to approve an Ordinance amending the requirements of the membership of the Heritage Preservation Committee. Seconded by Councilmember Breitenstein.

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

5. Discuss, consider, and possible action on a development agreement between the City of Joshua and property owner of parcel located on Cr 705 & authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway)

Motion made by Councilmember Breitenstein to approve a development agreement between the City of Joshua and property owner of parcel located on Cr 705 & authorize the city manager to execute all necessary documents. Seconded by Councilmember Kidd.

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

6. Discuss, consider, and possible action on an Ordinance disannexing tracts of land described in Exhibit "A," attached hereto, from the city limits of the City of Joshua, Texas, pursuant to Section 43.142 of the Texas Local Government Code. (Staff Resource: A. Holloway)

Motion made by Councilmember Breitenstein to approve an Ordinance disannexing tracts of land described in Exhibit "A," attached hereto, from the city limits of the City of Joshua, Texas, pursuant to Section 43.142 of the Texas Local Government Code. Seconded by Councilmember Kidd.

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

7. Discuss, consider, and possible action on an Ordinance repealing Section 12.04.002, "Penalty," and Section 12.04.003, "Use Required; Exceptions," of Article 12.04, "Truck Routes," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances and replacing with a new Section 12.04.002, "Unlawful Acts; Exemption," related to Commercial Motor Vehicle Traffic Origination and Destination. (Staff Resource: A. Bransom)

No discussion or action on this item.

8. Discuss, consider, and possible action on approval of a resolution awarding the Administration Services Provider Contract for the 2023-2024 CDBG Texas Community Development Block Grant. (Staff Resource: A. Bransom)

Motion made by Councilmember Nichols to approve a resolution awarding the Administration Services Provider Contract for the 2023-2024 CDBG Texas Community Development Block Grant to GrantWorks. Seconded by Councilmember Breitenstein.

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

Item 1.

9. Discuss, consider, and possible action on a resolution awarding the Engineering, Architectural, and Surveying Services Contract for the 2023-2024 Texas Community Development Block Grant administered by the Texas Department of Agriculture. (Staff Resource: A. Bransom)

Motion made by Councilmember Breitenstein to approve a resolution awarding the Engineering, Architectural, and Surveying Services Contract for the 2023-2024 Texas Community Development Block Grant administered by the Texas Department of Agriculture to Jacob Martin. Seconded by Councilmember Kidd.

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

10. Discuss, consider, and possible action on approval of a 380 Agreement with Fairmount Outdoor Advertising. (Staff Resource: M. Peacock)

Motion made by Councilmember Kidd to approve a 380 Agreement with Fairmount Outdoor Advertising. Seconded by Councilmember Breitenstein.

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

11. Discuss, consider, and possible action on a franchise agreement between the City of Joshua and United Cooperative Services Internet Services. (Staff Resource: M. Peacock)

Motion made by Councilmember Breitenstein to approve a franchise agreement between the City of Joshua and United Cooperative Services Internet Services. Seconded by Councilmember Kidd.

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

12. Discuss, consider, and possible action on awarding the Bank Depository Services. (Staff Resource: M. Peacock)

Motion made by Councilmember Nichols to award the Bank Depository Services Agreement to Pinnacle Bank. Seconded by Councilmember Breitenstein.

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

13. Discuss, consider, and possible action on cost estimates/projections of a proposed municipal complex. (Staff Resource: M. Peacock)

Mayor Kimble stated that this item will be discussed in Executive Session for legal consultation with the City Attorney.

14. Discuss, consider, and possible action on approval of a Funding Agreement with the Johnson County Special Utility District for a 16" Water Main that extends from the 700 Block of N. Main south to Hwy.



174 and then south to connect to existing infrastructure and increasing water flows in Joshua Station. (Staff Resource: M. Peacock)

Item 1.

Motion made by Councilmember Kidd to approve a Funding Agreement with the Johnson County Special Utility District for a 16" Water Main that extends from the 700 Block of N. Main south to Hwy. 174 and then south to connect to existing infrastructure and increasing water flows in Joshua Station. , Seconded by Councilmember Breitenstein.

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

**I. STAFF REPORT-OCTOBER 2022**

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

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

- (a) City Manager
- (b) City Secretary

Mayor Kimble announced that the City Council would recess into Executive Session at 8:12 pm.

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

Mayor Kimble reconvened the meeting into a regular session at 8:40 pm.

Motion made by Councilmember Breitenstein to approve the items discussed in Executive Session. Seconded by Councilmember Nichols.

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

**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.*

NA

**M. ADJOURNMENT**

Mayor Kimble adjourned the meeting at 8:41 pm.

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Scott Kimble, Mayor

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Alice Holloway

City Secretary

Approved: December 15, 2022



**City Council Agenda  
December 15, 2022**

**Minutes Resolution**

**Discussion Item**

**Agenda Description:**

Public hearing to discuss 2023/2024 Texas Community Development Block Grant Program (TxCDBG) application(s) to the Texas Department of Agriculture. The purpose of the hearing is to allow citizens an opportunity to discuss a citizen participation plan, the development of local housing and community development needs, the amount of TxCDBG funding available, all eligible TxCDBG activities, and use of past TxCDBG funds.

**Background Information:**

The City wishes to apply for a grant funded through the Texas Department of Agriculture. If awarded, proceeds will be utilized to repair Cobb Street.

**Financial Information:**

**City Contact and Recommendations:**

Amber Bransom, No recommendations at this time.

**Attachments:** None



**City Council Agenda  
December 15, 2022**

**Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on an Ordinance repealing existing Section 12.04.002, “Penalty,” and Section 12.04.003, “Use Required; Exceptions,” of Article 12.04, “Truck Routes,” of Chapter 12, “Traffic and Vehicles,” of the Code of Ordinances replaced with a new Section 12.04.002, “Truck Routes, and a new Section 12.04.003, “Unlawful Acts; Exemptions.

**Background Information:**

Currently, the city has no ordinance in place restricting large commercial trucks from utilizing City streets. The addition of No Thru Truck Zones would significantly reduce the wear and tear on streets with known heavy commercial truck traffic and extend the life of the streets.

Additionally, it would lessen the danger to the public, increase the efficiency of traffic flow and prevent future accidents.

Establishing the requested No Thru Truck Zones would direct these commercial vehicles onto thoroughfares which are constructed for commercial vehicles and steer them away from infrastructures not designed to handle such heavy usage.

**Financial Information:**

The addition of No Thru Truck Zones would extend the life of the streets and therefore decrease the required maintenance. Additional signage would need to be purchased.

**City Contact and Recommendations:**

Amber Bransom, staff recommends approval.

**Attachments:**

- Proposed No Thru Truck Zones
- Proposed No Thru Truck Traffic Ordinance



## CITY OF JOSHUA, TEXAS

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF JOSHUA, TEXAS, REPEALING SECTION 12.04.002, "PENALTY," AND SECTION 12.04.003, "USE REQUIRED; EXCEPTIONS," OF ARTICLE 12.04, "TRUCK ROUTES," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, AND REPLACING THEM WITH A NEW SECTION 12.04.002, "TRUCK ROUTES," AND A NEW SECTION 12.04.003, "UNLAWFUL ACTS; EXEMPTIONS," RELATED TO TRUCK ROUTES AND COMMERCIAL MOTOR VEHICLE TRAFFIC ORIGINATION AND DESTINATION; MAKING FINDINGS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the City of Joshua, Texas ("City"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

**WHEREAS**, the City previously has expressed serious concerns about the safety of its residents and the traveling public due to truck and other commercial motor vehicle traffic on certain street segments within the City, and wishes to provide additional safety for its residents and the traveling public; and

**WHEREAS**, there have arisen questions relative to the loading and unloading of goods in the City by commercial motor vehicles and said commercial trucks' use of the shortest possible route to a truck route, and it is the intent of this Ordinance to provide guidance on approved truck routes in the City; and

**WHEREAS**, the City Council strongly believes that the following regulations relative to commercial motor vehicle traffic will enhance public safety, limit noise and associated concerns, and be in the best interests of the residents of the City as well as the traveling public, and hereby so declares.

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

### **SECTION 1**

The findings set forth above are 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 Section 12.04.002, "Penalty," and Section 12.04.003, "Use Required; Exceptions," of Article 12.04, "Truck Routes," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the City of Joshua, Texas, are hereby repealed and replaced with a new Section 12.04.002, "Truck Routes,;" and a new Section 12.04.003, "Unlawful Acts; Exemptions," to read as follows:

### **"Sec. 12.04.002     Truck Routes**

(\*)     The following roads, streets, highways or portions thereof are, by the terms of this division, hereby designated as truck routes, to the exclusion of all other roads, streets, highways or portions thereof.

(1)     All designated state highways situated within the corporate limits of the City, including, but not limited to, State Highway 174.

(\*)     All designated farm to market roads situated within the corporate limits of the City, including, but not limited to, FM 917.

(b)     The City Manager or his/her designated representative shall erect appropriate signs and markings advising motorists of the truck routes established by this article and of streets upon which truck travel is prohibited by this article.

### **Sec. 12.04.003     Unlawful Acts: Exemptions**

(a)     It shall be unlawful to operate a commercial motor vehicle on the following roads or streets located in the City:

<b>Street Segment</b>	<b>Extent</b>
4 <sup>th</sup> Street	
10 <sup>th</sup> Street	Between Veatch Street and N. Main Street
14 <sup>th</sup> Street	From SH 174 to FM 917
Paula Street	
Cobb Street	
Baldwin Street	
Country Club Drive	
CR 904	(also known as Indian Hills)
CR 1022	
North Main Street	
South Main Street	
Thomas Street	
Spring Valley Road	
Forrest Lane	

(b) *Commercial truck traffic originating outside the City*

- (1) Any commercial motor vehicle entering the City for a destination in the City shall proceed only over a truck route and shall deviate only at the intersection with the City road or street nearest to the destination. Upon leaving the destination, a commercial motor vehicle shall return to the truck route by the shortest possible route.
- (2) Any commercial motor vehicle entering the City for multiple destinations in the City shall proceed only over a truck route and shall deviate only at the intersection the City road or street nearest to the first destination. Upon leaving the first destination, a commercial motor vehicle shall proceed to other destinations by the shortest possible route. Upon leaving the last destination, a commercial motor vehicle shall return to the truck route by the shortest possible route.

(c) *Commercial motor vehicle traffic originating inside the City*

- (1) Any commercial motor vehicle, on a trip originating in the City, and traveling in the City for a destination outside the City, shall proceed:
  - (A) only over a truck route, if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is located on or adjacent to a truck route; or
  - (B) if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is not located on or adjacent to a truck route, then by the shortest possible route over City roads or streets, to a truck route to exit the City.
- (2) Any commercial motor vehicle on a trip originating in the City, and traveling in the City for any destination in the City, shall proceed:
  - (A) only over a truck route, if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is located on or adjacent to a truck route; or
  - (B) if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is not located on or adjacent to a truck route, then by the shortest possible route over City roads or streets, to a truck route and shall deviate only at the intersection with the City road or street nearest to the destination.
- (d) For purposes of subsections (b) and (c), the operator of a commercial motor vehicle shall have in his immediate possession evidence of the local destination(s) and point of origin.

- (e) The provisions of this section shall not apply to:
- (1) Emergency vehicles operating in response to any emergency call;
  - (2) An owner and/or operator of a commercial motor vehicle driving to and from his residence;
  - (3) Commercial motor vehicle owned and/or operated by and/or on behalf of a governmental entity, a public utility and/or any contractor or materialman, while engaged in the repair, maintenance or construction of roads, streets and/or highways, and/or road, street and/or highway improvements and/or utilities within the City;
  - (4) Commercial motor vehicle owned and/or operated by and/or on behalf of a governmental entity while engaging in and/or performing official, authorized government-related business; and
  - (5) Commercial motor vehicle operating upon a City or state officially designated detour.”

### **SECTION 3**

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 portion of conflicting ordinances shall remain in full force and effect.

### **SECTION 4**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Joshua 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.

### **SECTION 5**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

**SECTION 6**

This Ordinance shall become effective after its passage and publication, as required by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 15TH DAY OF DECEMBER, 2022.**

**APPROVED:**

\_\_\_\_\_  
**Scott Kimble, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Alice Holloway, City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, City Attorney**



**City Council Agenda  
December 15, 2022**

**Ordinance**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on an Ordinance repealing existing Article 13.02, "Solid Waste," of Chapter 13, "Utilities," of the Code of Ordinances and replace it with a new Article A3.02, "Solid Waste"

**Background Information:**

The current ordinance for solid waste contains a contract with Waste Connections from 2009 that is no longer valid. The ordinance has been revised to remove and only reference the effective contract that is on file in the office of the City Secretary. Removing the contract from the ordinance will keep the ordinance current and no longer require revisions with each contract renewal or change.

**Financial Information:**

This change has no financial impact.

**City Contact and Recommendations:**

Amber Bransom, Staff recommends approval of the revisions to Chapter 13 Article 13.02 Solid Waste.

**Attachments:**

- Current Solid Waste Ordinance (2009)
- Revised Solid Waste Ordinance (2022)

ORDINANCE NO. 493-2010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS AMENDING ARTICLE 13.02 "SOLID WASTE" OF THE CODE OF ORDINANCES, CITY OF JOSHUA (THE "CODE"); PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Joshua is a home rule city acting under its charter adopted by the electorate pursuant of Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

**WHEREAS**, on November 19, 2009 the Joshua City Council approved an 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, effective December 1, 2009 (the "Agreement"); and

**WHEREAS**, the City of Joshua has agreed to assume the duty to bill its citizens for waste collection services; and

**WHEREAS**, some current provisions contained in Article 13.02 of the Code are inconsistent with the Agreement; and

**WHEREAS**, the legislature and the courts have long recognized the importance of garbage disposal to the enhancement of health and safety; and

**WHEREAS**, the enforcement of a comprehensive garbage plan is clearly within the police power granted to all municipalities; and

**WHEREAS**, it is imperative that the City ensure that fees for waste collection services are promptly paid by the customers.



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

## SECTION 1.

Article 13.02 of the Code is hereby revised to read as follows:

### "ARTICLE 13.02 SOLID WASTE

#### **Sec. 13.02.001 Definitions**

For the purpose of this article, the following terms shall have the meanings ascribed to them in this section. The word "shall" is always mandatory, while the word "may" is merely discretionary.

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.

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

Contractor. The individual, corporation, or business entity with whom the city contracts for the provision of a garbage, waste, or refuse collection operation or service.

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.

Residential Unit. A dwelling unit such as a home, trailer or multifamily dwelling, not including hotels and motels. Each unit of a multifamily dwelling shall be considered a separate dwelling unit for purposes of billing.

Waste Containers. Waste disposal containers constructed of metal, rubber, or plastic, including plastic bags, and designed to contain refuse or waste or recycling material in such a manner as to prevent leakage or spillage. Containers should be of such a nature as to deter insects and animals. Thirty-gallon drums and waste disposal containers that weigh in excess of fifty (50) pounds shall be strictly prohibited.

**Sec. 13.02.002      Penalty**

Any person violating any of the provisions this article shall be guilty of a misdemeanor and upon conviction thereof shall be fined in accordance with Section 1.01.009 of this Code.

**Sec. 13.02.003      Use of public collection service required**

(a) All business and residential units within the city shall be required to utilize the public waste collection service.

(b) It shall be an offense to fail to utilize the public waste collection service.

**Sec. 13.02.004      Preparation of waste for collection; service regulations**

(a) Residential units within the city will receive curbside waste collection services twice each week of solid waste in appropriate Waste Containers, Bundles, Bags, or Bulky Items placed within five (5) feet of the curb or as close to the public street or roadway in front of their residence as possible. Tied bundles of brush and trimmings [are] not to exceed four feet in length or fifty (50) pounds in weight. All waste collection containers, Bundles, Bags and Bulky Items must be in place for collection no earlier than 7:00 p.m. on the evening prior to collection and no later than 7:00 a.m. each morning on which pickup is scheduled and removed no later than 7:00 a.m. the next morning.

(b) All Commercial Units and Multi-Family Residential Units within the city whose waste and garbage removal requirements may be met by conventional residential collection will prepare their garbage for collection in the manner identified in subsection (a) above. Those commercial operations having a volume or type of waste or garbage which does not permit collection as in the manner of a conventional residential unit will notify the Contractor of their need for the utilization of a special time or collection or of a special location for pickup.

(c) No single piece or bundle of trash or garbage shall exceed four (4) feet in length or weigh in excess of fifty (50) pounds, or exceed more than three (3) cubic yards in total volume.

(d) Title to all waste materials shall vest in the collector immediately upon being placed in its vehicles.

(e) The service furnished hereunder to the city, and its inhabitants shall be subject to such reasonable rules and regulations as the collector may make from time to time. The city may require reasonable security for the payment of its bills, and may require of every customer a contractual right of ingress and egress upon and from the customer's property, on behalf of the waste service provider.

(f) The 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, attached hereto and incorporated herein as Exhibit "A", is hereby declared to be the comprehensive plan for the collection of solid waste within the City of Joshua, and all Commercial Units, Residential Units, Multi-Family Residential Units, and other customers are required to adhere to the procedures for waste collection contained therein. A copy of the Agreement shall not be included in this Code, but shall be maintained in the office of the city secretary, and published on the city's website for public inspection.

#### **Sec. 13.02.005 Fees for waste collection services**

(a) All residents and businesses located within the city will be assessed the waste collection fees set forth in Appendix Article A4.000 of this Code. Collection fees will be subject to change upon action of the city council. Fees will be billed to customers on a quarterly basis.

(b) It shall be an offense to fail to pay for waste collection services within 60 days after receipt of a bill for the services.

(c) In addition to other penalties imposed by this Article or by law, fees for waste collection services may be referred to an attorney for collection, and there shall be imposed an additional fee of 30% of the amount owed."

### **SECTION 2. CUMULATIVE CLAUSE**

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

### **SECTION 3. SEVERABILITY CLAUSE**

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 the 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.

#### SECTION 4. PENALTY CLAUSE

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense unless the offense constitutes a violation governing fire safety, zoning, or public health and sanitation, in which case the fine may not exceed Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

#### SECTION 5. SAVINGS CLAUSE

All rights and remedies of the City of Joshua are expressly saved as to any and all violations of the provisions of any ordinances affecting curfew which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

#### SECTION 6. PUBLICATION IN THE OFFICIAL NEWSPAPER

The City Secretary of the City of Joshua is hereby directed to publish at least twice in the official newspaper of the City of Joshua, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

#### SECTION 7. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED THIS 21<sup>st</sup> DAY OF Jan, 2010.

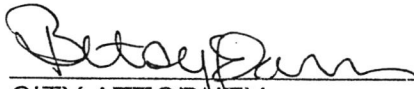
Mike M. Sauter  
MAYOR

ATTEST:

Maureen B. Roman  
CITY SECRETARY

EFFECTIVE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

  
CITY ATTORNEY

**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, 2009**

**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 19<sup>th</sup> day of November, 2009, by and between IESI TX Corporation, 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) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) 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. Although there is no limit on the amount of Container and/or Bags of Municipal Solid Waste that the Service Provider shall be required to collect, 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 10.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 Cubic Yard Container at City Hall – once 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.

B. Special Events. The Service Provider will provide, at no cost to the City an adequate number of Containers to collect Municipal Solid Waste at certain special events in the City, including and four (4) thirty-yard Roll-Off at City facilities up to two (2) times per year for special cleanup and shall haul up to eight (8) loads of the Roll-Off per year at no cost to the City; provided, that the City gives the Service Provider reasonable prior written notice of the date of such special event as well as the number of Containers that will be required. The Container will be delivered on a Thursday and picked up on a Monday. 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 IESI 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 twice 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 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 all 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 11. RATE ADJUSTMENT.**

A. CPI and Fuel Cost Rate Adjustment.

Beginning December 1, 2010, the rates charged by the Service Provider shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) and the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category "Gasoline (all types)", both as published by the U.S. Department of Labor, Bureau of Labor Statistics. Service Provider will utilize indexes from the Dallas-Fort Worth TX Metropolitan Area. As of the first of October 2011, and the first of December of each year thereafter (the "Rate

Modification Date”), the rates shall be increased or decreased for the ensuing twelve month period in a percentage amount equal to 100% of the net percentage change of the All Items Index plus 10% percent of the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the month of July immediately preceding the Rate Modification Date divided by the index value in the July immediately prior to the date of commencement of performance under this Contract.

By September 15 of each year, beginning in 2010, 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 2009 (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, 2011, 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, 2009 and concluding on November 30, 2014. 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 quarterly 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 April 15, 2010. 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 (20<sup>th</sup>) 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 also provide written notice 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. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials may be collected.
- 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 Health, 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 Provider=s certificate of insurance for approval. Service Provider shall include the coverage of all subService 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 subService Providers, respectively, against damage claims

Scope of Insurance- The insurance required under the above paragraphs shall provide adequate protection for Service Provider and its subService 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 subService Provider=s work operations.

Local Agent for Insurance and Bonding- The insurance and bonding companies with whom Service Provider=s 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 JohnsonCounty, 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 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 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 19<sup>th</sup> DAY OF November, 2009.

IESI TX CORPORATION

CITY OF JOSHUA, TEXAS

\_\_\_\_\_, Texas \_\_\_\_\_  
 By: [Signature]  
 Name: JOHN BRUNSTEN  
 Title: VICE PRESIDENT

\_\_\_\_\_  
 By: [Signature]  
 Name: Merle M. Brunsten  
 Title: Mayor

ATTEST:

By: [Signature]  
 Name: MARY BETH THOMA  
 Title: City Secretary

**EXHIBIT "A"**  
**City of Joshua, TX Rate Sheet**

**RESIDENTIAL  
CURBSIDE  
COLLECTION - 2x  
Weekly: \$12.50 per month**



## IESI TX CORPORATION

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Paul Hansen; District Manager

Phone: (817) 222-2221

## City of JOSHUA PROPOSED RATE SHEET

Effective: 12/1/2009

RESIDENTIAL CURBSIDE COLLECTION - 2x Weekly: \$12.50 per month

CURBSIDE RECYCLING: \$2.00 per month

COMMERCIAL HAND COLLECT \$22.21 1X per week (includes 96 gallon cart)

2X per week (includes 96 gallon cart)

### COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	63.17	102.21	182.73	258.60	365.24	503.27	77.43
3 Cubic Yd	74.33	133.18	236.92	336.03	466.10	596.18	77.43
4 Cubic Yd	85.17	164.16	261.70	374.75	503.27	619.42	77.43
6 Cubic Yd	125.42	216.78	297.32	405.71	529.60	653.49	77.43
8 Cubic Yd	142.46	252.41	354.62	473.84	616.32	766.52	77.43

Containers w/ Casters \$ 10.77 per month

Containers w/ Locks or Gates

### CONTAINER ROLL OFF OPEN TOP RATES

CONTAINER SIZE	HAUL	DELIVERY	DAILY RENT	DISPOSAL	DRY RUNS
20 Cubic Yd	267.75	178.08	3.86	\$33.60 per ton	78.75
30 Cubic Yd	267.75	178.08	3.86	\$33.60 per ton	78.75
40 Cubic Yd	267.75	178.08	3.86	\$33.60 per ton	78.75

### CONTAINER COMPACTORS ROLL OFF RATES

CONTAINER SIZE	HAUL	DAILY RENT	DISPOSAL	WASH OUTS	DRY RUNS
20 Cubic Yd	267.75	Negotiable	\$33.60 per ton	157.50	78.75
30 Cubic Yd	267.75	Negotiable	\$33.60 per ton	157.50	78.75
35 Cubic Yd	267.75	Negotiable	\$33.60 per ton	157.50	78.75
40 Cubic Yd	267.75	Negotiable	\$33.60 per ton	157.50	78.75
42 Cubic Yd	267.75	Negotiable	\$33.60 per ton	157.50	78.75

### Franchise and Billing Fees:

Residential: 6.0%

Commercial: 6.0%

\* All rates are inclusive of all franchise and billing fees

## CITY OF JOSHUA, TEXAS

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, REPEALING EXISTING ARTICLE 13.02, "SOLID WASTE," OF CHAPTER 13, "UTILITIES," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, AND REPLACING IT WITH A NEW ARTICLE A3.02, "SOLID WASTE"; MAKING FINDINGS RELATIVE THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council wishes to repeal the existing provisions of Article 13.02 of the Code of Ordinances to address solid waste and thereby incorporate the City's franchise agreement for solid waste services by reference; and

**WHEREAS**, the City Council has determined that doing so will promote the public health, safety and welfare of the citizens of the City.

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

**SECTION 1**

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

**SECTION 2**

From and after the effective date of this Ordinance, existing Article 13.02, "Solid Waste," of Chapter 13, "Utilities," of the Code of Ordinances of the City of Joshua, Texas, is hereby repealed in its entirety and replaced with the following Article 13.02, "Solid Waste," to read as follows:

**"13.02           SOLID WASTE"****Sec. 13.02.001   Regulations for Solid Waste Collection and Disposal**

The regulations regarding solid waste collection and disposal, including the rates and charges for solid waste collection services, are contained in the effective franchise agreement for solid waste collection services on file in the City Secretary's office.

**Sec. 13.02.002   Penalty**

Any person violating any of the provisions this article shall be guilty of a misdemeanor and upon conviction thereof shall be fined in accordance with Section 1.01.009 of this Code.

**Sec. 13.02.003 Use of public collection service required**

- (a) All business and residential units within the city shall be required to utilize the public waste collection service.
- (b) It shall be an offense to fail to utilize the public waste collection service.

**Sec. 13.02.004 Fees for collection services**

All residents located within the city will be assessed the waste collection fees set forth in Appendix A, Article A4.000 of this Code.”

**SECTION 3**

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

**SECTION 4**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE 15TH DAY OF DECEMBER, 2022.**

\_\_\_\_\_  
Scott Kimble, Mayor

**ATTEST:**

\_\_\_\_\_  
Alice Holloway, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Terrence S. Welch, City Attorney

## FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT

This First Amendment to that certain Exclusive Franchise Agreement (the "First Amendment") is entered into and made effective as of **December 15, 2022** (the "First Amendment Effective Date"), by and between **THE CITY OF JOSHUA, TEXAS**, ("City") and **WASTE CONNECTIONS LONE STAR, INC.** ("Service Provider"). City and Service Provider shall be sometimes referred to collectively as the "Parties."

### RECITALS:

**WHEREAS**, the City and Service Provider entered into that certain Exclusive Franchise Agreement dated December 1, 2019, (collectively, the "Agreement"); and

**WHEREAS**, the Parties desire to amend, clarify or restate portions the Agreement as further described herein.

### AGREEMENT:

**NOW, THEREFORE**, and in consideration of these premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Billing. As of the First Amendment Effective Date, Section 16.A of the Agreement shall be deleted in its entirety and replaced with the following:

“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 Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits (the "Residential Quarterly Statement"). Thereafter, the Contractor will remit to the City 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 Quarterly Statement collected (the "Residential Franchise Fee"). Such remittance shall be made to the City on or before the last day of the month following the previous month· (for the immediately preceding month's service). Along with each monthly remittance, the Service Provider shall provide the City with a report indicating the number and rate of Residential Units which have been billed for that quarter.”

2. Reaffirmation. The Parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment.

3. Entire Agreement. The Agreement and this First Amendment represents the entire agreement among the Parties with respect to the matters that are the subject hereof

4. Counterparts; Facsimile Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this First Amendment between the parties hereto, and it shall not be necessary for the proof of this First Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the First Amendment Effective Date.

WASTE CONNECTIONS LONE STAR, INC.

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

WITNESS:

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

CITY OF JOSHUA, TEXAS

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

WITNESS:

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



**City Council Agenda  
December 15, 2022**

**Ordinance**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on amendment of the Solid Waste Contract.

**Background Information:**

The current contract with Waste Connects states that the City is responsible for billing. As discussed previously, the City wishes to have Waste Connections take over the billing for solid waste collection.

**Financial Information:**

This change has no financial impact.

**City Contact and Recommendations:**

Amber Bransom, Staff recommends approval of amended contract with Waste Connections.

**Attachments:**

- Current Contract
- Amendment of Current Contract



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

**STATE OF TEXAS**

**COUNTY OF JOHNSON**

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

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

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

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

**SECTION 1. DEFINED TERMS.**

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

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

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

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

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

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

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

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

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

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

**Holidays** - The following days:

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

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

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

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

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

**Recyclable Materials** -

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

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

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

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

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

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

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

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

## **SECTION 2. EXCLUSIVEFRANCIDSE GRANT.**

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

## **SECTION 3. OPERATIONS AND SERVICES.**

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

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

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

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

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

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

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

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

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

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

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

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



## **SECTION 5. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

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

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

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

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

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

## **SECTION 7. SPECIAL COLLECTIONS AND SERVICES.**

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

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

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

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

## **SECTION 8. BULKY ITEMS AND BUNDLES.**

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

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

## **SECTION 9. TITLE TO EQUIPMENT.**

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

## **SECTION 10. RATES AND FEES.**

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

- A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge the rates contained on Exhibit "A", attached hereto. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits.
- B. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the service Provider shall charge per month for each Container utilizing the rates contained on Exhibit "A", attached hereto.

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

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

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

## **SECTION U. RATEADJUSTMENT.**

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

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



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

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

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

**B Other Rate Adjustments:**

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

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

## **SECTION 12. EXCLUSIONS.**

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

## **SECTION 13. TERM OF AGREEMENT.**

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

## **SECTION 14. ASSIGNMENT.**

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

## **SECTION 15. ENFORCEMENT.**

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

## **SECTION 16. PROCESSING, BILLING AND FEES.**

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

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

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

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

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

#### **SECTION 17. SPILLAGE.**

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

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

#### **SECTION 18. NON-COLLECTION AND COMPLAINTS.**

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



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

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

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

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

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

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

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

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

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

#### **SECTION 19. HOURS OF SERVICE.**

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

#### **SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.**

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

#### **SECTION 21. DUE CARE.**

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

#### **SECTION 22. PERSONNEL AND PERFORMANCE STANDARDS.**

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

### **SECTION 23. INSURANCE COVERAGE.**

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

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

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

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

#### **SECTION 24. INDEMNITY.**

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

#### **SECTION 25. SAVINGS PROVISION.**

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



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

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

#### **SECTION 25. SAVINGS PROVISION.**

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

#### **SECTION 26. TERMINATION.**

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

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

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

#### **SECTION 27. FORCE MAJEURE.**

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

#### **SECTION 28. GOVERNING LAW AND VENUE.**

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

#### **SECTION 29. ATTORNEYS' FEES.**

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

#### **SECTION 30. MISCELLANEOUS.**

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

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

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

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

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

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

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

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

### SECTION 30. ACCEPTANCE.

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

Waste Connections of Lone Star Inc.

By: Robert A. Nielsen

12/5/19  
ROBERT A. NIELSEN

Signed and Sealed this 5<sup>th</sup> day of December, 2019

City of Joshua

By: Josh Jones

Josh Jones, City Manager



# WASTE CONNECTIONS, INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Marty Grant; District Manager

Phone: (817) 222-2221

## City of JOSHUA RATE SHEET

Effective:

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

### COMMERCIAL RATE SCHEDULE

Lifts Per Week

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

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

Containers w/ Locks or Gates

### 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

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



**City Council Agenda  
December 15, 2022**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on approving a Site Plan regarding 0.278 acre of land known as Lots 5, 6, 7, and Part of 8, Block 10, Caddo Peak Addition, W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas, locally known as 205 N. Main, to allow for the Commercial Use of a business office.

**Background Information:**

The subject property is within the Heritage Overlay District and is a plat of record with the office of the Johnson County Clerk.

**Analysis:**

Site plan approval shall be required for a change of use from residential/vacant to nonresidential or mixed use in an existing structure.

**SITE PLAN REQUIRED.**

Developments within the HP Overlay District shall be subject to design review as part of the site plan review process. Unless specifically noted within this Section, all requirements of this Ordinance apply to the HP Overlay District. Design review is required in this district to ensure that development within the district is in conformance with design guidelines for HP and that proposed development is architecturally compatible and within the historic character of HP. All applications shall go before the Historic Preservation Committee before being scheduled for the Planning and Zoning Commission. The Historic Preservation Committee shall recommend to the Planning and Zoning Commission any modification of designation sites, buildings, structures, objects, or areas as landmarks to be included in the heritage preservation overlay district. The Planning and Zoning Commission will then make its recommendation to the City Council.

Site plan approval shall be required for the following:

A. All new nonresidential developments/buildings within the district.

B. A change of use from residential/vacant to nonresidential or mixed use in an existing structure.

Item 5.

C. Additions and/or remodeling to existing nonresidential buildings that are considered to be a substantial modification, as defined in the definition Section of this Ordinance.

**Financial Information:**

N/A

**City Contact and Recommendations:**

Aaron Maldonado

Director Development Services

The Historical Preservation Committee has made their recommendation for approval on November 28, 2022. The Planning & Zoning Commission has made their recommendation for approval on December 5, 2022.

**Attachments:**

1. Site plan application
2. Letter
3. Legal Description
4. Site Plan
5. Landscape Plan
6. Exterior Elevation
7. Business Plan

# 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.

Heritage Overlay

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

## PROJECT INFORMATION

Project Name: DFW Senior Care Services, Inc.

Project Address (Location): 205 N. Main St. Joshua, TX 76058

Existing Zoning: HP District Proposed Zoning: HP

Existing Use: Residential Proposed Use: Commercial/office

Existing Comprehensive Plan Designation: HP District Gross Acres: 0.278

**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: Heather Boyd Company: DFW Senior Care Svcs, Inc.

Address: 612 El Gato Dr. Tel: 817-688-2817 Fax: 817-447-2731

City: Godley State: TX ZIP: 76044 Email: heather@dfwseniorcare.net

Property Owner: Heather Boyd Company: DFW Senior Care Svcs, Inc.

Address: 205 N Main St. Tel: 817-447-2731 Fax: 817-447-2731

City: Joshua State: TX ZIP: 76058 Email: heather@dfwseniorcare.net

Key Contact: Heather Boyd Company: DFW Senior Care Svcs, Inc.

Address: 612 El Gato Dr. Tel: 817-688-2817 Fax: 817-447-2731

City: Godley State: TX ZIP: 76044 Email: heather@dfwseniorcare.net

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

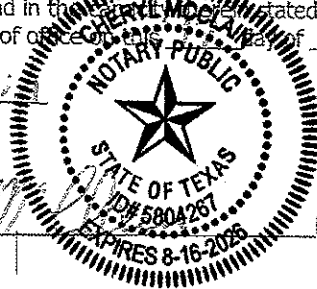
SIGNATURE: Heather Boyd  
(Letter of authorization required if signature is other than property owner)

Print or Type Name: Heather Boyd

Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that ~~she~~ executed the same for the purposes and consideration expressed and in the presence of me, on this 10th day of October, 2022.

Cheryl McClain  
Notary Public

Signature Cheryl McClain Date: 10-17-22



## For Departmental Use Only

Case No.: HP022-02

Project Manager: \_\_\_\_\_

500 Fee  
Total Fee(s): 2,500.00

Check No.: 6807/6808

Date Submitted: 10/17/22

Accepted By: EM

Date of Complete Application: 10-17-22



**DFW Senior Care Services, Inc.**

**228 NE Wilshire Blvd, Ste C**

**Burleson, TX 76028**

**(817) 447-2717**

**To: The Board of City of Joshua**

**Regarding: Permission Request for Parking and Sidewalks at 205 N. Main St**

**Parking:**

I would like to request permission to have parking in the front of the above property due to not enough room in the back or side as other business' in the HPOD do. Example: La Mesa, Brickhouse, Wine/Coffee shop and Hickory tree.

**Sidewalks:**

I would like to request permission for the sidewalks at the above address have stamped concrete to appear as brick pavers as the other business' in the HPOD. Examples: Brickhouse, Wine/Coffee Bar, Hickory Tree.

Thank you in advance for your assistance and if you have any questions or additional information is needed, please, contact me at (817) 688-2817 or you may email me at [heather@dfwseniorcare.net](mailto:heather@dfwseniorcare.net).

Sincerely,

Heather Boyd

**Truly Title GF #22011286-28**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**General Warranty Deed with Vendor's Lien**

Executed this 13th day of October 2022.

Grantor: Brian K. Meyer and Sherri L. Meyer

Grantor's Mailing Address: 1302 Linda Ct, Cleburne, TX 76033

Grantee: DFW Senior Care Services Inc

Grantee's Mailing Address: 2715 Pinnacle Dr, Burleson, TX 76028

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Grandview Bank, a Texas bank ("Lender"), in the principal amount of Two Hundred Thirty Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$233,750.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender, and by a first lien deed of trust of even date from Grantee to Jeffrey C. Williams or Michael D. Jones, Trustee.

Property (including any improvements):

See attached, "Exhibit A."

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2023 and subsequent years, which Grantee assumes and agrees to pay.


Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to

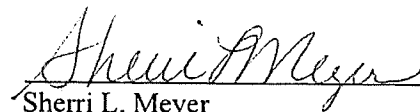
Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendors' liens against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

  
\_\_\_\_\_  
Brian K. Meyer

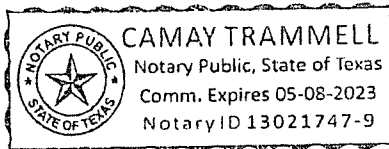
  
\_\_\_\_\_  
Sherri L. Meyer

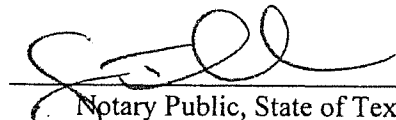
STATE OF TEXAS

COUNTY OF JOHNSON

This instrument was acknowledged before me on October 13th, 2022, by Brian K. Meyer and Sherri L. Meyer.

(Notary Seal)



  
\_\_\_\_\_  
Notary Public, State of Texas

**After recording return to:**

DFW Senior Care Services Inc  
2715 Pinnacle Dr  
Burleson, TX 76028

**Exhibit A – Legal Description**

BEING A TRACT OF LAND LOCATED IN THE W.W. BYERS SURVEY, ABSTRACT NO. 29, JOHNSON COUNTY, TEXAS, AND BEING ALL OF LOTS 5, 6, 7 AND PART OF 8, BLOCK 10, CADDO PEAK, AN ADDITION TO THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, AS SHOWN ON THE PLAT RECORDED IN VOLUME 24, PAGE 44, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEAST CORNER OF SAID LOT 5, THE SOUTHEAST CORNER OF LOT 4, BLOCK 10, OF SAID PLAT RECORDED IN VOLUME 24, PAGE 44, O.P.R.J.C.T., AND BEING IN THE WEST LINE OF NORTH MAIN STREET, FROM WHICH A 1/2" IRON ROD FOUND BEARS N 87°28'25" E, A DISTANCE OF 0.44 FEET;

THENCE WITH THE WEST LINE OF SAID NORTH MAIN STREET, S 02°26'56" E, A DISTANCE OF 105.27 FEET TO A 5/8" IRON ROD SET WITH A CAP STAMPED "DUMAS SURVEYING";

THENCE S 87°27'40" W, ACROSS LOT 8, A DISTANCE OF 115.20 FEET TO A 5/8" IRON ROD SET WITH A CAP STAMPED "DUMAS SURVEYING", SAID 5/8" IRON ROD SET ALSO BEING IN THE EAST LINE OF AVENUE 'C', OF SAID PLAT, (A 50' RIGHT-OF-WAY);

THENCE WITH THE EAST LINE OF SAID AVENUE 'C', N 02°26'39" W, A DISTANCE OF 105.30 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 4, FROM WHICH A 1/2" IRON ROD FOUND BEARS N 87°28'25" E, A DISTANCE OF 0.94 FEET;

THENCE WITH THE COMMON LINE OF SAID LOT 4 AND LOT 5, N 87°28'25" E, A DISTANCE OF 115.19 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.278 ACRES OF LAND, MORE OR LESS.

**Johnson County**  
**Becky Ivey**  
**Johnson County**  
**Clerk**

---

**Instrument Number:** 2022 - 35909

eRecording - Real Property

Warranty Deed

Recorded On: October 13, 2022 11:58 AM

Number of Pages: 4

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**" Examined and Charged as Follows: "**

Total Recording: \$34.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

**Document Number:** 2022 - 35909  
**Receipt Number:** 20221013000117  
**Recorded Date/Time:** October 13, 2022 11:58 AM  
**User:** Leslie S  
**Station:** ccl83

**Record and Return To:**

Simplifile  
5072 North 300 West  
  
PROVO UT



**STATE OF TEXAS**  
**COUNTY OF JOHNSON**

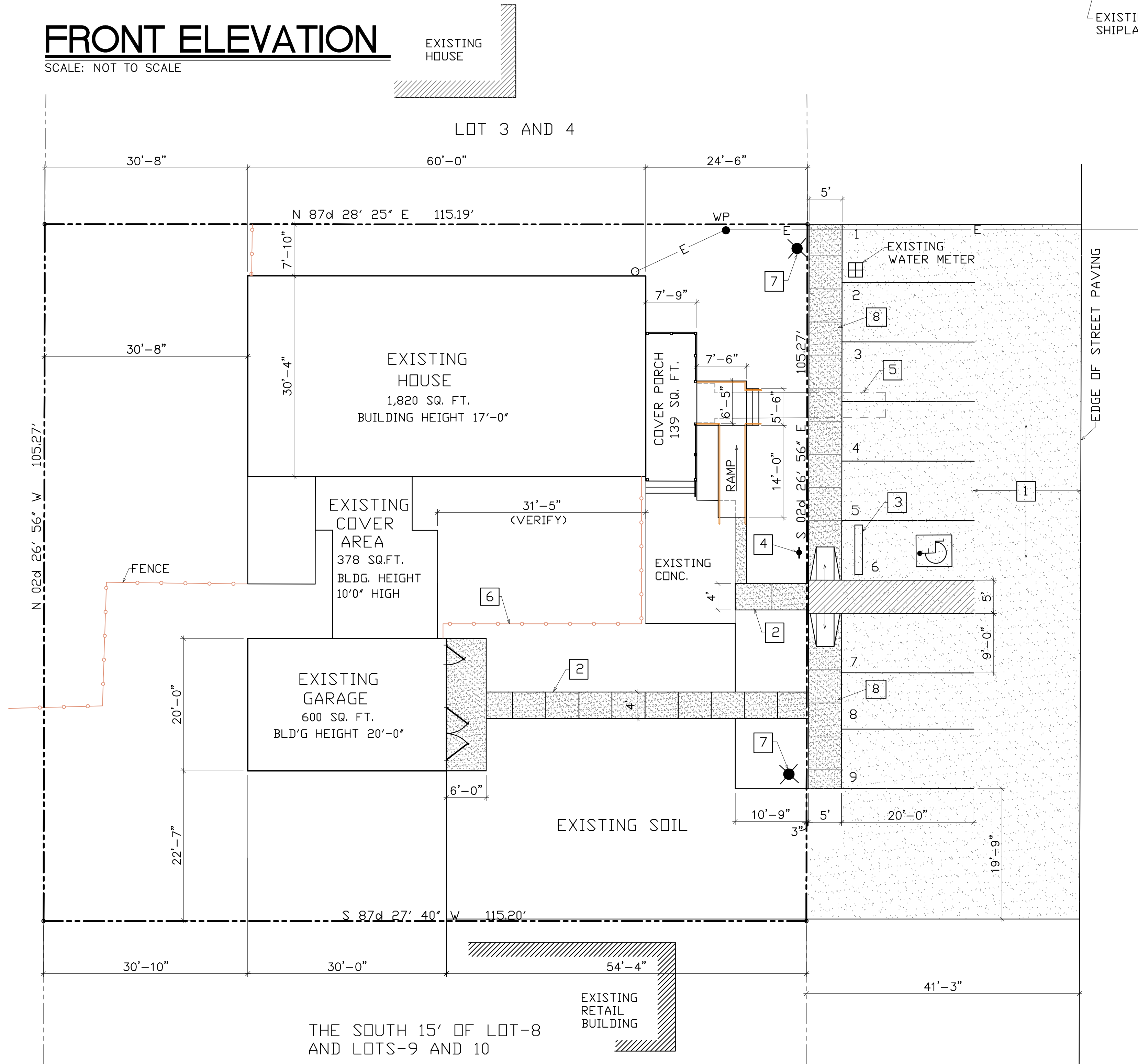
**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Johnson County, Texas.**

Becky Ivey  
Johnson County Clerk  
Johnson County, TX

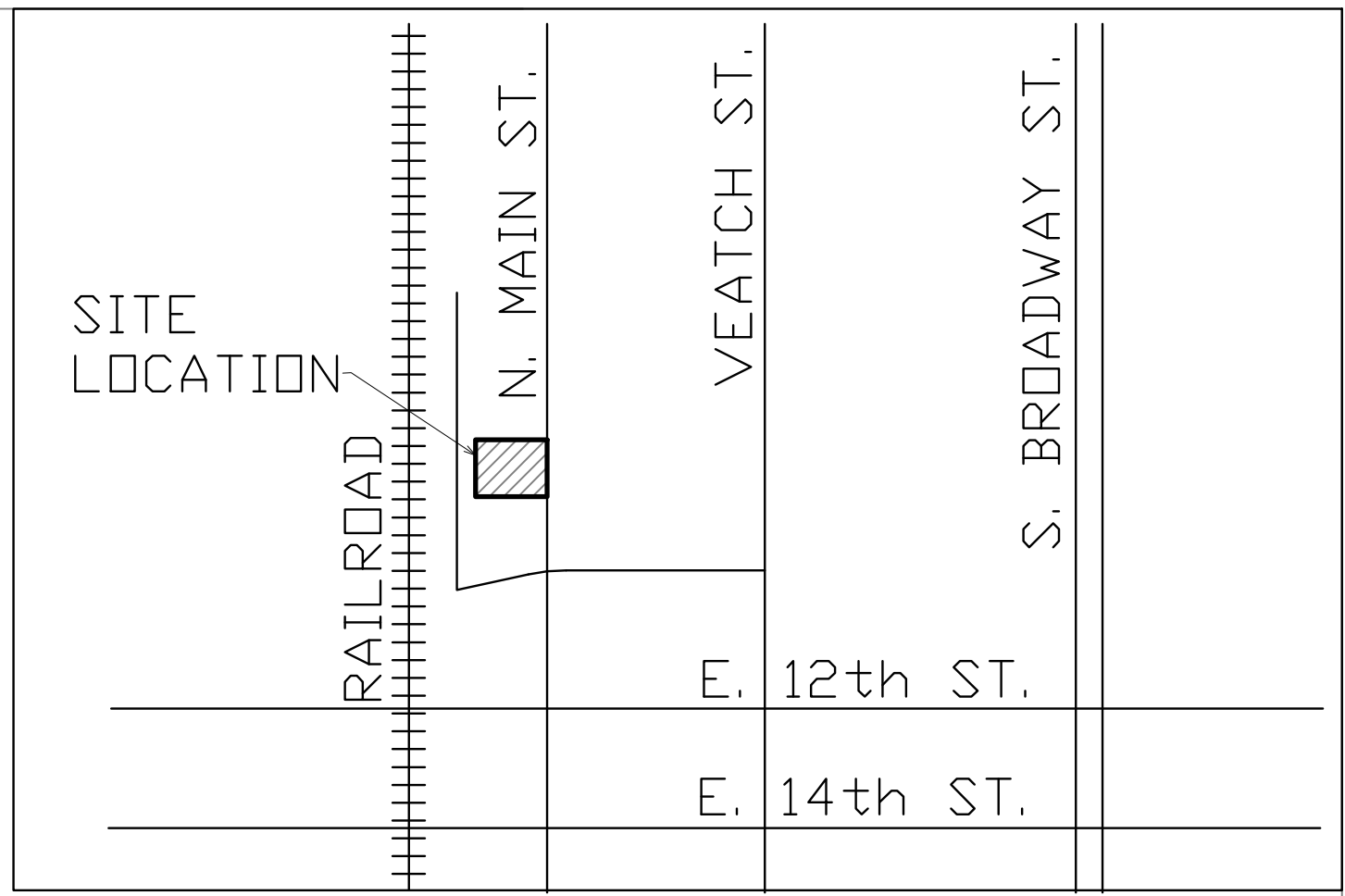
*Becky Ivey*



**FRONT ELEVATION**  
SCALE: NOT TO SCALE



**SITE PLAN**  
SCALE: 1" = 10'



**VICINITY MAP**  
SCALE: NOT TO SCALE

**CONSTRUCTION NOTES**

- 6" THICK CONCRETE PAVING WITH #4 REINFORCING SPACED 12" ON CENTER EACH WAY ON RECOMPACTED SUB SOIL.
- 4" THICK CONCRETE SIDE WALK WITH #3 @ 16" ON CENTER EACH WAY ON 2" THICK CUSHION SAND.
- CONCRETE WHEEL STOP WITH #3 ANCHOR ROD AT EACH END.
- HANDICAPPED PARKING SIGN MOUNTED 60" ABOVE FINISH GRADE.
- REMOVE PORTION OF EXISTING CONCRETE SIDE WALK.
- RELOCATE EXISTING 6'-0" HIGH WOOD FENCE.
- DECORATIVE 12'-0" HIGH (LED) POLE LIGHT TO MATCH EXISTING IN THE AREA.
- 4" THICK CONCRETE SIDEWALK WITH STAMPED BRICK PAVER PATTERN.

**DATE**

OCTOBER 14, 2022  
REVISED: NOVEMBER 4, 2022

**ZONING**

PROPERTY ZONING ..... COMMERCIAL  
HERITAGE PRESERVATION (HP) OVERLAY  
DISTRICT

**PARKING**

REQUIRED ----- 8  
PROVIDED ----- 9  
BASE: 1 SPACE PER 300 SQ. FT.

**OWNER**

HEATHER BOYD, ADMINISTRATOR  
DFW SENIOR CARE  
228 NORTHEAST WILSHIRE BLVD. SUITE-C  
BURLESON, TEXAS 76028  
(817) 447-2717  
Email: heather@dfwseniorcare.net

**PREPARED BY**

JOHN TAYLOR AND ASSOCIATES  
6800 BRENTWOOD STAIR RD. STE. 201  
FORT WORTH, TEXAS 76112  
(817) 446-1364 (OFFICE)  
(817) 446-1307 (FAX)  
Email: taylor7677@sbcglobal.net

**LEGAL**

LOTS 5, 6, 7 AND PART  
OF LOT-8  
VOLUME 1973, PAGE-123  
D.P.R.J.C.T.  
0.278 ACRE = 12,109 SQ. FT.

REVISIONS		
DATE	RESPONSE	
11/4/22	CITY COMMENTS DATED	OCTOBER 17, 2022

**JOHN TAYLOR and ASSOCIATES**  
6800 BRENTWOOD STAIR ROAD, SUITE 201  
FORT WORTH, TEXAS 76112  
OFFICE: 817.446.1364 / FAX: 817.446.1307  
E-MAIL: taylor7677@sbcglobal.net

PROPOSED SITE PLAN  
OWNER  
**HEATHER BOYD**  
205 NORTH MAIN STREET  
JOSHUA, TEXAS 75058

JOB NO.	2022
DRAWN BY:	JET
CHECK BY:	JET
DATE:	10/14/2022

SHEET TITLE:
■ SITE PLAN
■ ELEVATION

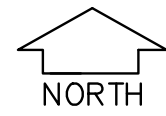
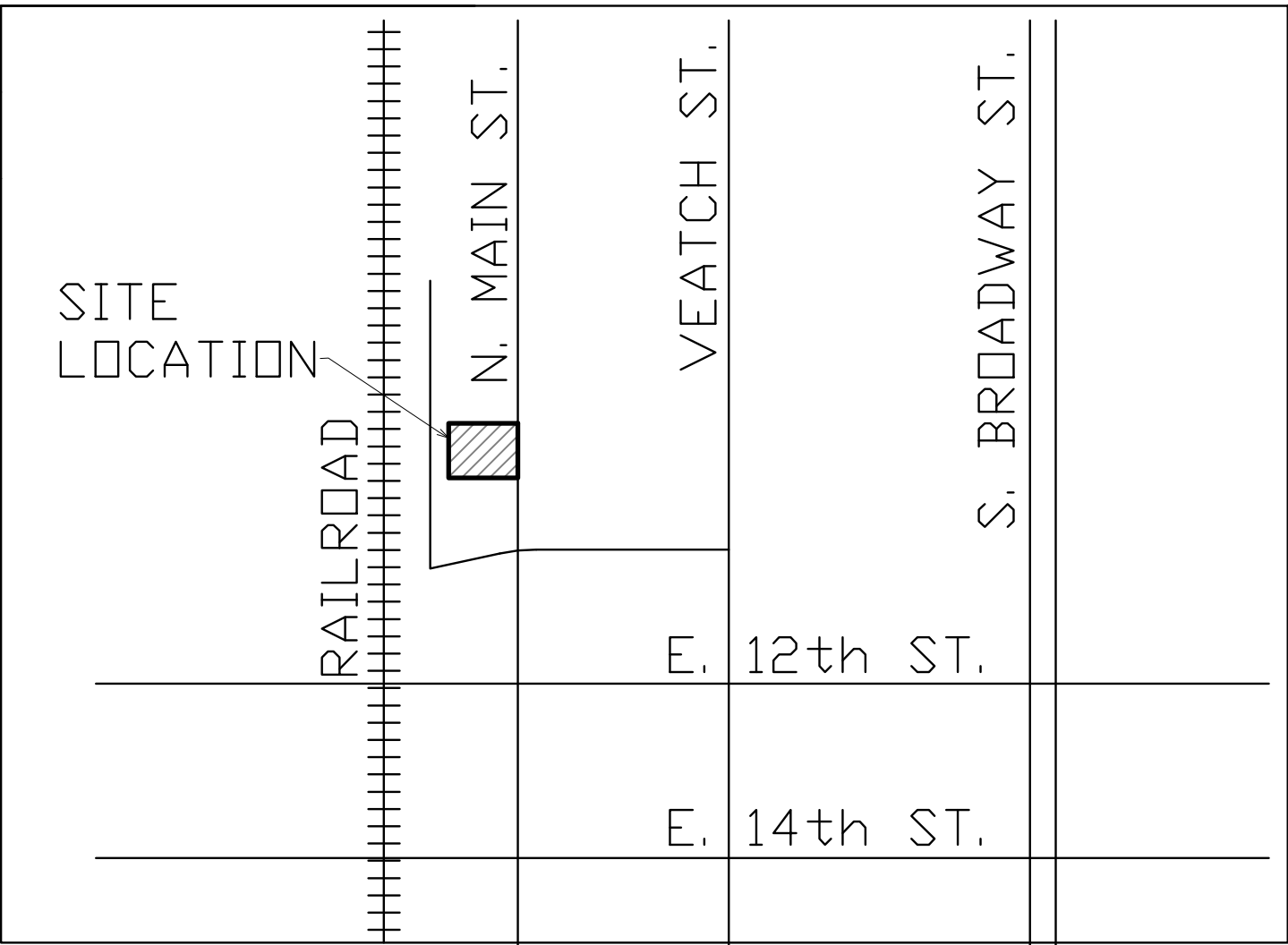
SHEET NO.  
**A1.0**  
OF 1



NOTE: METHOD OF WATERING SHALL BE BY SPRINKLER SYSTEM

PLANTS SCHEDULE			SPACING	CALIPER	SOIL DEPTH PLANTS CU. FT.	MIN. HEIGHT	REMARKS
QU.	LETTER	COMMON AND BATANICALS NAME					
2	A	LIVE OAK (Quercus virginiana)	30"	3"	75"	6'-0"	DECIDUOUS
20	B	DWARF YAUPON HOLLY (ILEX VOMITORIA NANA) 2-GAL CONTAINER	36"	—	32"	2'-0"	EVERGREEN
22	C	DWARF NANDINA (Nandina domestica nana compacta) 1-GAL CONTAINER	36"		32"	2'-0"	EVERGREEN
34	E	THRIFT FLOWERS or Equal (Phlow subulata) 2 1/4" Pot	18"				EVERGREEN

USE OF BUILDING		
1. EXISTING HOUSE CONVERTED TO OFFICE SPACE		
SITE DATA	PROVIDED	PERCENTAGE
TOTAL LOT GROSS SITE 0.278 ACRE	12,109 SQ. FT.	100%
TOTAL BUILDING AREA	2,934 SQ. FT.	24%
IMPERVIOUS AREA ON SITE	2,600 SQ. FT.	22%
TOTAL OPEN SPACE (LANDSCAPED AREA)	6,575 SQ. FT.	54%
IMPERVIOUS AREA OFF SITE	4,123 SQ. FT.	CITY SIDE OF PROPERTY LINE



VICINITY MAP

SCALE: NOT TO SCALE

- CONSTRUCTION NOTES
- 1

6" THICK CONCRETE PAVING WITH #4 REINFORCING SPACED 12" ON CENTER EACH WAY ON RECOMPACTED SUB SOIL.
- 2

4" THICK CONCRETE SIDE WALK WITH #3 @ 16" ON CENTER EACH WAY ON 2" THICK CUSHION SAND.
- 3

CONCRETE WHEEL STOP WITH #3 ANCHOR RON AT EACH END.
- 4

HANDICAPPED PARKING SIGN MOUNTED 60" ABOVE FINISH GRADE.
- 5

REMOVE PORTION OF EXISTING CONCRETE SIDE WALK.
- 6

RELOCATE EXISTING 6'-0" HIGH WOOD FENCE.
- 7

DECORATIVE 12'-0" HIGH (LED) POLE LIGHT TO MATCH EXISTING IN THE AREA.
- 8

4" THICK CONCRETE SIDEWALK WITH STAMPED BRICK PAVER PATTERN.

REVISIONS		
NO.	DATE	RESPONSE
1	11/4/22	CITY COMMENTS DATED OCTOBER 17, 2022

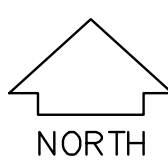
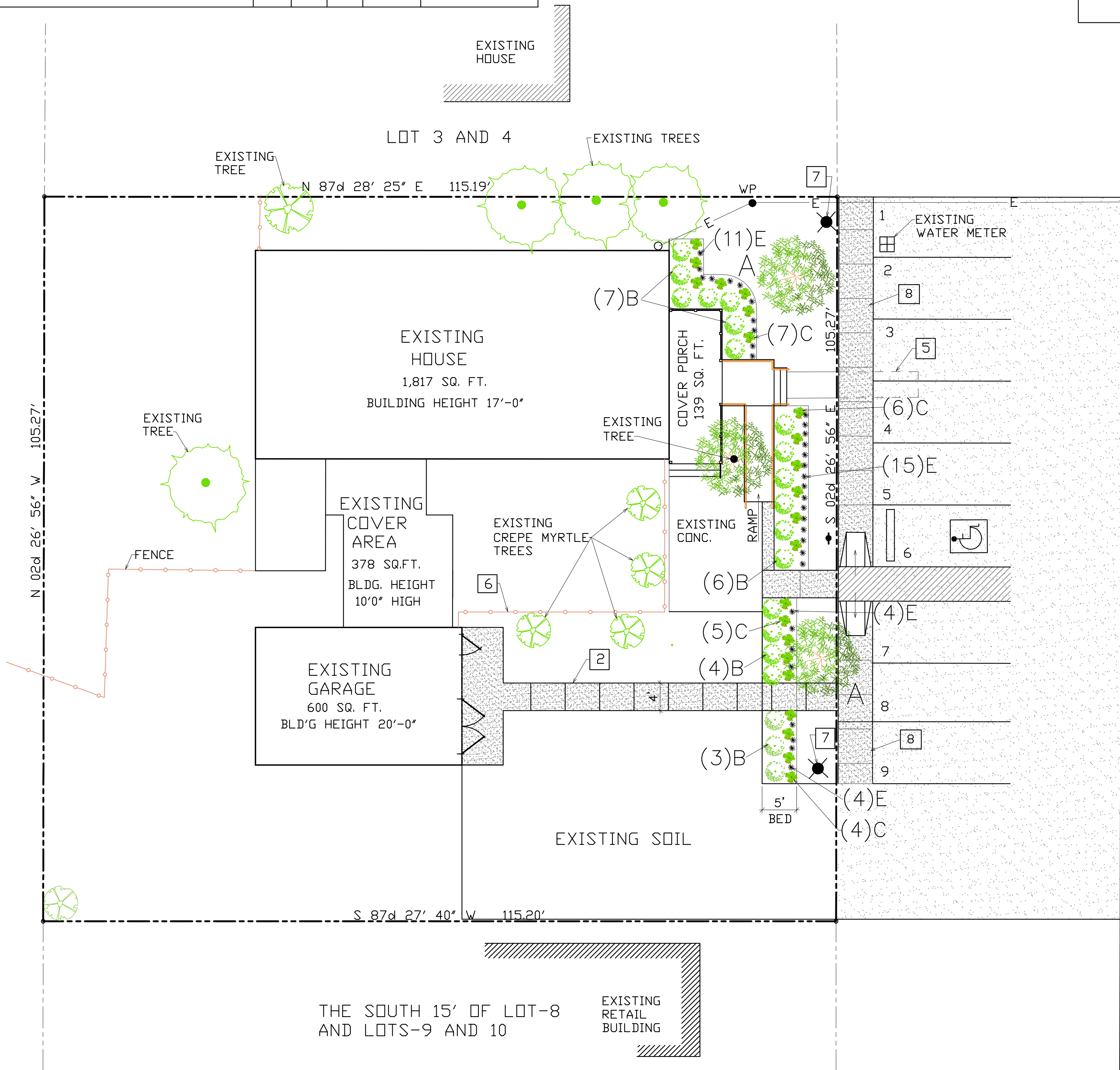
JOHN TAYLOR and ASSOCIATES  
6800 BRENTWOOD STAIR ROAD, SUITE 201  
FORT WORTH, TEXAS 76112  
OFFICE: 817.446.1364 / FAX: 817.446.1307  
E-MAIL: [taylor7677@sbcglobal.net](mailto:taylor7677@sbcglobal.net)

PROPOSED SITE PLAN  
OWNER  
**HEATHER BOYD**  
205 NORTH MAIN STREET  
JOSHUA, TEXAS 75058

JOB NO.	2022
DRAWN BY:	JET
CHECK BY:	JET
DATE:	10/14/2022

SHEET TITLE:  
■ LANDSCAPE PLAN

SHEET NO.  
**L1.0**  
OF 1

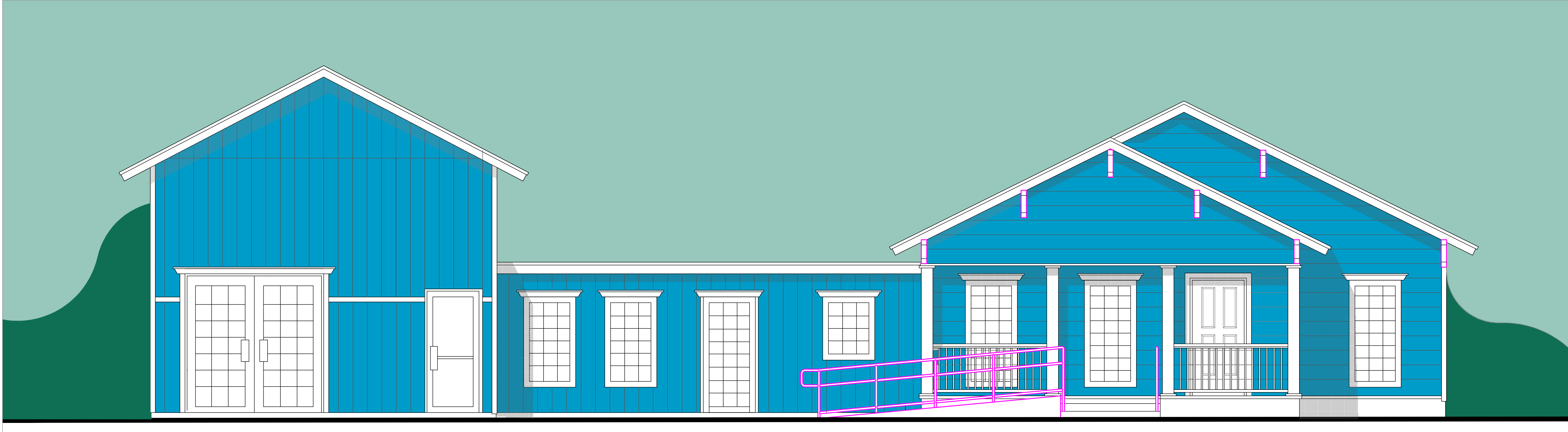


LANDSCAPE PLAN

SCALE: 1" = 10'

GRAPHIC SCALE





# FRONT ELEVATION

SCALE: NOT TO SCALE



# **DFW Senior Care Services, Inc.**

**By: Heather Boyd, Owner**

## Summary of Services

DFW Senior Care Services provides non-medical home care to Seniors &/or the Disabled at their home or homelike setting. Our services include Personal Care, Homemaker Services and Transportation. We offer as little as a 1-hour visit up to 24-hour care for clients in their home 365 days per year. There are no qualification requirements for our service if on a private pay basis therefore, our client base is very wide & diverse. Our services are available on a short or long-term basis which eliminates a great deal of competitors. The Agency offers the following services:

### Personal Care:

- Showers & Bathing
- Dressing & Grooming
- Incontinence Care & Toileting Assistance
- Ambulation & Transfer Assistance
- Exercise
- Alzheimer's & Dementia Care

### Homemaker Services:

- Medication Reminders
- Meal Preparation
- Light Housekeeping & Laundry
- Transportation
- Shopping & Errands
- Life Enrichment: Games, Puzzles, Crafts, Walks, Singing, Dancing, etc.
- Sitters & Companions

## ***Agency Mission Statement- Keeping Seniors Independent and Safe at Home***

### ***DFW Senior Care was established June of 2007 by Heather Boyd***

My background is healthcare management and marketing primarily in the home care field and elder care for 10+ years prior to opening the Agency.

Services are available in the DFW and Surrounding areas, the majority of our clients are in Johnson and Tarrant Counties. The Agency has approximately 44 caregivers in the field and 3 employees working in our office to oversee the management of staff and oversight of client care. Our caregivers are primarily out in the field providing care for clients and rarely in the office except for final completion of the hiring/orientation process, 90 day & annual reviews, and disciplinary action when necessary.

**Regulations:** DFW Senior Care Services is licensed with Texas Department of Health and Human Services as a Personal Assistance Company. Our clients require a home visit assessment prior to admission and acceptance of a client to ensure the Agency is adequately able to care for them & offer suggestions of safety needs & equipment needed to safely provide care. We currently service approximately 85 clients.

**Financial Solvency:**

DFW Senior Care Services has consistently grown in revenue each year since 2007 with projected revenue for 2022 of over 1.2 million.

**Payor Sources:**

- Private Pay (clients pay directly for services)
- Veteran Affairs for Veterans with Service Connect Disabilities
- Veterans Home Care-Veterans & Surviving Spouse that qualify for the Aid and Attendant Benefit (offered to all Veterans & Surviving Spouses that meet both care and financial qualifications)
- Long-term Care Insurance Policies

*The Agency does not accept Medicare or Medicaid as payor sources.*

# Development of 205 N Main St.

## Why the HP District?

I love the warm, charming small hometown feel of Joshua's HP district and the growth I'm seeing for the area and future. I'm also looking very forward to contributing to the growth!

## My Vision for 205 N Main St.

1. 1<sup>st</sup> and foremost, DFW Senior Care will office in the main portion of the property converting 3 of the bedrooms into offices for the Agency and the main entry for reception and training area for new applicants.
2. Convert the back room(s)-(master bedroom & closet and bathroom) into an additional office that will be leased to a business.
3. Currently there is a large 2 story garage/living area on the bottom floor. The bottom floor will be leased as retail space to be leased by a boutique or similar business. The current garage door will be replaced with French doors to create a historical appeal of the property.
4. The upstairs area will be converted into a loft to lease residentially. An additional entry will be built to enter the loft separately of the retail area.
5. Lastly, my vision with the middle section of the property which has been utilized as a large game room by previous owners will be converted to a small wine bar that will only serve wine & beer. It will also offer local art for sell and other items such as wine glasses, and other wine or merchandise related items. My vision for this is to offer occasional live jazz bands or other instrumental music venues. Small art or craft shows or creative activities such as something similar to a painting with a twist or crafty events. I am not looking to create a party atmosphere but a more laid-back environment. The back of the property will have picnic tables and bistro tables with water features, outdoor fireplace for relaxing and enjoying the scenery with a nice glass of wine or a beer.

This project will take much longer than the other plans listed above so it's possible that rather than a wine bar it is developed into additional retail space to lease (worst case scenario).

## PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS           §

COUNTY OF TARRANT   §

This Agreement is entered into by City of Joshua, Texas (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The duration of this assignment will be three (3) years with the option of two (2) additional years. The Project is described as General Engineering Services.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement for time and materials in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is January 1, 2023.

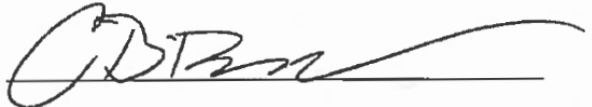
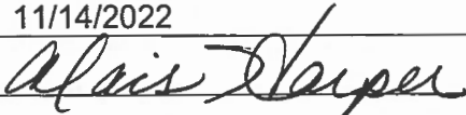
Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

### CITY OF JOSHUA, TEXAS

By: \_\_\_\_\_  
 Name: Mike Peacock  
 Title: City Manager  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_

### FREESE AND NICHOLS, INC.

By:   
 Name: Chris Bosco  
 Title: Principal/Vice President  
 Date: 11/14/2022  
 Attest: 

## PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.10163** (hereafter referred to as the "Finance Contract") is dated as of **December 29, 2022**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Joshua**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from various vendors that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

**1. Term and Payments.** The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

**2. Security, Levy of Taxes, Budgeting.**

**(a)** During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

**(b)** The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

**3. Deposit into the Payment Fund.**

**(a)** Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

**(b)** Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution, the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

**(c)** The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

**4. Taxes.** The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

**5. The Issuer's Covenants and Representations.** The Issuer covenants and represents as follows:

**(a)** The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

**(b)** All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

**(c)** There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

**(d)** The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

**(e)** The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

**(f)** No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

**(g)** The Issuer will pay the Payments due by check, wire transfer, or ACH only.



**6. Use and Licenses.** The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

**7. Maintenance.** The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

**8. Damage to or Destruction of Property.** The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

**9. No Warranty.** EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

**10. Evidence of Indebtedness and Security Agreement.**

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Schedule Date of the EXHIBIT B, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

**11. Default and Remedies.**

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

**12. Assignment.** Without GCC's prior written consent, the Issuer will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or (b) sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.



**13. Personal Property.** The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

**14. GCC's Right to Perform for The Issuer.** If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

**15. Interest on Default.** If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

**16. Notices.** Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

**17. Prepayment.**

(a) The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date which has an amount shown in the "Early Redemption Value" column of Exhibit B attached hereto. "N/A" shall mean not prepayable. The Issuer shall not have the right to prepay the Finance Contract in part at any time.

(b) As condition precedent to the Issuer's right to make, and GCC's obligation to accept, any such prepayment, GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

**18. Continuing Disclosure.** Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

**19. Tax Exemption.**

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2022 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Schedule Date of the EXHIBIT B, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Schedule Date of the EXHIBIT B and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

**20. Miscellaneous.**

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

(i) Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if we have at least ten (10) full time employees, then we, by its execution of this Contract represent and warrant to the Issuer that GCC does not boycott Israel and will not boycott Israel during the term of this Contract.

(j) Pursuant to Texas Government Code Chapters 2274 and 809, if this Contract is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the Issuer that GCC does not boycott energy companies and will not boycott energy companies during the term of this Contract.

(k) Pursuant to Texas Government Code Chapter 2274, if this Contract is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the Issuer that GCC does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Contract.

(l) GCC verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If we have misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Contract.

(m) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2022.

Government Capital Corporation

\_\_\_\_\_  
Authorized Signature  
345 Miron Dr.  
Southlake, TX 76092

Witness Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

**The Issuer:** City of Joshua

\_\_\_\_\_  
Mike Peacock, City Manager  
101 South Main  
Joshua, TX 76058

Witness Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

**EXHIBIT A**

Public Property Finance Act Contract **No.10163** (THE "FINANCE CONTRACT")  
 By and Between  
 Government Capital Corporation and **the Issuer**, City of Joshua  
 Dated as of December 29, 2022

QTY	DESCRIPTION
-----	-------------

Personal Property	Property Cost: \$283,913.22	Payback Period: Five (5) Annual Payments
<b>Public Works Equipment</b>		
One (1)	V3307 Kubota DI CRS Turbo Tier 4 Dozer	
One (1)	Stepp Oil Jacketed Kettle propane burner Includes: Diesel burner with auto temp controls, Gravity drain, agitator, agitator shutdown switch, electric brakes and 2 Light LED system.	
One (1)	TX-60XP Tracked 60" rotary mower 38.5 hp Kawasaki EFI engine, 50 degree max slope	
One (1)	Ver-Mac Portable Traffic Signal System (2 units) w (2) LED Signal Heads, Modem, 4G, V-Touch	

PROPERTY LOCATION:  
 104 West 12th Street  
 Joshua, TX 76058

**EXHIBIT B****>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<**PUBLIC PROPERTY FINANCE ACT CONTRACT **No.10163** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Joshua

Schedule Dated as of December 29, 2022

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	12/29/2023	\$66,607.61	\$15,527.74	\$51,079.87	N/A
2	12/29/2024	\$66,607.61	\$12,742.87	\$53,864.74	\$183,968.61
3	12/29/2025	\$66,607.61	\$9,806.16	\$56,801.45	\$125,179.67
4	12/29/2026	\$66,607.61	\$6,709.35	\$59,898.26	\$63,892.20
5	12/29/2027	\$66,607.61	\$3,443.71	\$63,163.90	\$0.00
Grand Totals		\$333,038.05	\$48,229.83	\$284,808.22	

Interest Rate: 5.452%

**\*\*\*\*This Schedule is subject to current Market Indexing if closing occurs after the above Date\*\*\*\***

# INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.10163** (THE "FINANCE CONTRACT")  
 By and Between  
 Government Capital Corporation and **the Issuer**, City of Joshua  
 Dated as of December 29, 2022

I, Alice Holloway, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Joshua, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.10163, between City of Joshua (the "Issuer") and Government Capital Corporation ("GCC").

Name

Title

Signature

Mike Peacock

City Manager

\_\_\_\_\_

IN WITNESS WHEREOF, I have duly executed this certificate hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

***[to be retyped on letterhead of the Issuer counsel]***

Government Capital Corporation  
345 Miron Dr  
Southlake, TX 76092

RE: Public Property Finance Act Contract No.10163

I have examined the Public Property Finance Act Contract No.10163 (the "Finance Contract") between the City of Joshua (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the City of Joshua of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.10163.

I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;
2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and
3. The Finance Contract constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,

Attorney at Law

## RESOLUTION

### A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING "PUBLIC WORKS EQUIPMENT".

WHEREAS, City of Joshua (the "Issuer") desires to enter into that certain Finance Contract No.10163, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Public Works Equipment". 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 "Public Works Equipment".

Section 2. That the Finance Contract dated as of December 29, 2022, 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 the City Manager's designee, as the authorized signer of the Finance Contract No. 10163 dated as of December 29, 2022, by and between the City of Joshua 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 \_\_\_\_\_, 2022.

**Issuer:** City of Joshua

Witness Signature

\_\_\_\_\_  
Scott Kimble  
Mayor

\_\_\_\_\_  
Alice Holloway  
City Secretary



## **WIRE TRANSFER FORM**

\*\*\* FINANCIAL INSTITUTION INFORMATION \*\*\*

Bank's Name: \_\_\_\_\_

Bank's Address: \_\_\_\_\_

Bank's Phone#: \_\_\_\_\_

Bank's Fed Routing#: \_\_\_\_\_  
(Please confirm with bank since it may be different from routing number on deposit slip)

Bank Account Name: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

Ref (if needed): \_\_\_\_\_

\_\_\_\_\_

**Please note that while there will not be a charge for our outgoing wire, your Bank may charge a fee for the incoming wire**

I hereby authorize Government Capital Corporation to transfer any monies due via wire transfer directly to our bank.

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

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

Title: \_\_\_\_\_

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

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Item 7.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

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](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
<b>1</b> Issuer's name <b>City of Joshua</b>		<b>2</b> Issuer's employer identification number (EIN) <b>75-1401183</b>	
<b>3a</b> Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>Alice Holloway, City Secretary</b>		<b>3b</b> Telephone number of other person shown on 3a <b>817-558-7447</b>	
<b>4</b> Number and street (or P.O. box if mail is not delivered to street address) <b>101 South Main</b>	<b>Room/suite</b>	<b>5</b> Report number (For IRS Use Only) <b>3</b>	
<b>6</b> City, town, or post office, state, and ZIP code <b>Joshua, TX 76058</b>		<b>7</b> Date of issue <b>December 29, 2022</b>	
<b>8</b> Name of issue <b>Public Property Finance Act Contract No. 10163</b>		<b>9</b> CUSIP number <b>None</b>	
<b>10a</b> Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Mike Peacock, City Manager</b>		<b>10b</b> Telephone number of officer or other employee shown on 10a <b>817-558-7447</b>	

<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>			
<b>11</b> Education		<b>11</b>	
<b>12</b> Health and hospital		<b>12</b>	
<b>13</b> Transportation		<b>13</b>	
<b>14</b> Public safety		<b>14</b>	
<b>15</b> Environment (including sewage bonds)		<b>15</b>	
<b>16</b> Housing		<b>16</b>	
<b>17</b> Utilities		<b>17</b>	
<b>18</b> Other. Describe ► <b>Public Works Equipment</b>		<b>18</b>	<b>\$284,808 22</b>
<b>19a</b> If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
<b>b</b> If bonds are BANs, check only box 19b <input type="checkbox"/>			
<b>20</b> If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

<b>Part III Description of Bonds. Complete for the entire issue for which this form is being filed.</b>					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>	<b>12/29/2027</b>	<b>\$ 284,808.22</b>	<b>\$ 284,808.22</b>	<b>3.106</b> years	<b>5.452 %</b>

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>					
<b>22</b> Proceeds used for accrued interest		<b>22</b>	<b>N/A</b>		
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b))		<b>23</b>	<b>\$284,808 22</b>		
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount)	<b>24</b>	<b>\$895 00</b>			
<b>25</b> Proceeds used for credit enhancement	<b>25</b>	<b>N/A</b>			
<b>26</b> Proceeds allocated to reasonably required reserve or replacement fund	<b>26</b>	<b>N/A</b>			
<b>27</b> Proceeds used to refund prior tax-exempt bonds. Complete Part V	<b>27</b>	<b>N/A</b>			
<b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V	<b>28</b>	<b>N/A</b>			
<b>29</b> Total (add lines 24 through 28)		<b>29</b>	<b>\$895 00</b>		
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		<b>30</b>	<b>\$283,913 22</b>		

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b>		
<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	<b>N/A</b> years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	<b>N/A</b> years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	<b>N/A</b>
<b>34</b> 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. 9-2018)

**Part VI Miscellaneous**

- |            |  |  |
|------------|--|--|
| <b>35</b>  |  |  |
| <b>36a</b> |  |  |
| <b>37</b>  |  |  |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .
- 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 . . . . .
- 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.

► \_\_\_\_\_ Date \_\_\_\_\_ **Mike Peacock, City Manager**  
Signature of issuer's authorized representative 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. ►			

# **SIGNING INSTRUCTION SHEET**

**IF YOU HAVE ANY QUESTIONS, PLEASE EMAIL THE DOCUMENTATION DEPARTMENT AT  
[DOCDEPT@GOVCAP.COM](mailto:DOCDEPT@GOVCAP.COM)**

Attached please find the documents regarding property being financed. Please sign in blue ink the following documents and witness as indicated. Please print your documents single sided only. These documents have been prepared and are being provided with the intent of a smooth and timely funding; however, by providing these documents an irrevocable offer to provide funding for this transaction is not represented until such time as adequate financial information is provided and loan committee approval is granted.

- ☐ **FINANCE CONTRACT, PROMISSORY NOTE, OR LEASE AGREEMENT**  
Please read and understand the document. The document requires the signature and date of the Board or Council authorized individual with the signature witnessed.
- ☐ **EXHIBIT "B"**  
Please review and verify that the information contained in this document is correct, and sign if indicated.
- ☐ **INCUMBENCY CERTIFICATE**  
The authorized individual needs to sign this document, in front of a witness, who is either the "Keeper of the Records", Secretary of the Board, Clerk of the Board, City Secretary, or other Administrative Official.
- ☐ **INSURANCE CERTIFICATE (if applicable)**  
Please provide Insurance Information, such as, Company name, Email Address, Phone Number, Policy Number, etc. If you are Self-Insured, please indicate and provide a Self-Insurance Certificate.
- ☐ **CERTIFICATE OF ACCEPTANCE (if applicable)**  
If equipment has been received please sign and date this Certificate. If equipment has not been received please do not sign but complete the bottom portion of the Certificate.
- ☐ **ATTORNEY'S OPINION**  
Provided in your doc package, is an Attorney's Opinion letter template. This template needs to be retyped on your attorney's letterhead paper. Urge your attorney to call us with any questions, or comments.
- ☐ **RESOLUTION**  
The Resolution authorizes the actual financing and the Authorized Signer's authority to sign the documents. Please sign as indicated and date the **day of Board or Council action**.
- ☐ **ESCROW AGREEMENT (if applicable)**  
Sign original as indicated. An "Agent" will be determined upon our receipt of the documents.
- ☐ **EXHIBIT A AND ATTACHMENT 1 / PAYMENT REQUEST/ ACCEPTANCE CERTIFICATE (if applicable)**  
When you are ready to pay your vendor, please complete and return this form to our Documentation Department along with the vendor invoice. If equipment has not been received, please keep this form, so we can proceed with the paperwork. Then send the Payment Request/Acceptance Certificate Form when equipment is received.
- ☐ **8038 FORM**  
An 8038 is required by the IRS. Please sign and date the form. We will file on your behalf.
- ☐ **W-9 Form**  
A W-9 is a request for Taxpayer Identification number and Certification. Please fill out and sign and date.
- ☐ **ADVANCE PAYMENT (if applicable)**  
If applicable, include any Advance Payment, "At Signing", or Fee as invoiced, and return your payment along with the signed documents.

**PLEASE RETURN ALL ORIGINAL DOCUMENTS TO:  
PLEASE LET US KNOW IF A PREPAID FEDEX LABEL IS NEEDED**

GOVERNMENT CAPITAL CORPORATION  
Attn: Documentation Department  
345 Miron Drive  
Southlake, TX 76092  
Ph: 817-421-5400

**MEMORANDUM**

**TO:** Mayor and members of the City Council

**FROM:** Mike Peacock,

**DATE:** December 9, 2022

**SUBJECT:** Outdoor Warning System

---

As you may recall, multiple sirens failed during a thunderstorm event and there were a couple of areas of the city where the early warning from the siren system failed to respond. After a thorough inspection of the entire system, there were some deficiencies found that need to be addressed.

1. First, a new siren is needed to cover the city on the south side near Hwy.174 .  
Cost: \$31,365.28
2. Siren #1002 needs to be relocated to extend coverage on the north side of the city.  
Cost: \$18,962.15
3. Upgrade Alert Software in the EOC.  
Cost: \$16,845.90
4. Upgrade control box on siren #1001. Electronics no longer serviceable.  
Cost: \$9,819.00

Total cost of the entire project is \$76,992.33. The funding for these upgrades could either of two options:  
American Rescue Plan Act (ARPA). Current balance of these funds is \$521,319  
General Fund Reserves. Current reserve fund balance \$6,616,687



**City Council Agenda  
December 15, 2022**

**Minutes Resolution**

**(Action Item)**

**Agenda Description:**

Discuss, consider, and possible action on the recommendation of the Charter Review Commission.

**Background Information:**

The City Council appointed a Charter Review Commission to review and make recommendations on several items in the charter.

The Charter Review Commission held two meetings with the City Attorney, City Manager, and City Secretary.

**There were several recommendations.**

**Section 3.06 (B)**, added: The City Council shall be the final judge in matters involving forfeiture of office by a Council Member or Mayor.

**Section 4.01(B)** City Council Places and Terms: 1) changes the current wording from consecutive to adding measures of computing the limitations and 2) requires any member of the council who has served four consecutive elected terms shall not be eligible to run for or be appointed to a position on the City Council until the next general election subsequent to the expiration of his or her final term.

For example, if this item is placed on the next election and approved by the voters, the following would apply:

Mayor Kimble, would be allowed to serve three more terms as Mayor. Current Councilmembers would have to sit out one election cycle after serving their fourth term.

**Section 4.10 (B) Gives procedures on filling a vacancy.**

**Section 9.05 (H): Removes-** No asphalt or concrete street or thoroughfare shall be cut without the City Manager or his designee's written approval.

**Section 11.06: Removes--**Relatives of the City Council, City Manager, and department heads of the City may not be employed by the City except in accordance with State Law.



**Adds:**

Pursuant to Texas state law regarding nepotism, no person related within the second degree by affinity or within the third degree by consanguinity to the Mayor or any Councilmember or the City Manager shall be employed by or contracted with for the City. This shall not apply to the following:

Item 9.

A. Any person employed by the City prior to the person related in the above degree filing to run for elective office or being nominated for an appointment, or

B. Any person who is a seasonal employee or intern of the City.

**7. General Bond Proposition:**

Adds: Shall the City Charter be amended throughout to correct non-substantive errors such as misspellings, punctuation, grammar and sentence structure, revise references to repealed or obsolete provisions of state law and conform notice and publication requirements to state law?

**Financial Information:**

The cost of the Special Election

**City Contact and Recommendations:**

Terry Welch, City Manager

Mike Peacock, City Manager

Alice Holloway, City Secretary

**Attachments:**

1. List of Recommendation

## **POSSIBLE CHARTER REVISIONS (NOVEMBER 23, 2022)**

### **1. SECTION 3.06: VACANCIES AND FORFEITURE OF OFFICE**

- A. Vacancies. The office of a City Council member shall become vacant upon the death, resignation, forfeiture of office, or removal from office in any manner authorized by law or by this Charter. All vacancies shall be filled in accordance with Article IV of this Charter.
- B. Forfeiture of Office. A Councilmember shall forfeit office if the member:
1. During the term of office lacks at any time any qualifications for the office prescribed by law or by this Charter.
  2. Violates any express prohibition of this Charter.
  3. Fails to attend three (3) consecutive regular meetings of the City Council without ~~being excused by prior consent of the City Council, unless this absence is caused by illness or by the illness of a family member.~~ The City Council shall be the final judge in matters involving forfeiture of office by a Council Member or the Mayor.
  4. Is convicted of a felony or a crime involving moral turpitude while in office.
  5. Ceases to reside in the City.

### **2. SECTION 4.01: CITY COUNCIL PLACES AND TERMS**

- A. All members of the City Council, other than the Mayor, shall be elected at-large under a place system.
- B. The Mayor and each member of the City Council shall hold office for a three (3) year term. Upon expiration of the terms of the current Mayor and Councilmembers, their successors shall be elected as follows:
- The offices of Mayor, Place 1 and Place 3 shall serve a three-year term commencing in May, 2010, and three-year terms thereafter;
  - The offices of Place 4 and Place 6 shall serve a three-year term commencing in May, 2009, and three-year terms thereafter;
  - The office of Place 2 shall serve a two-year term commencing in 2009, ending in 2011, and three-year terms thereafter; and
  - The office of Place 5 shall serve two-year terms commencing in 2010 and 2012, and three-year terms thereafter.

No person shall serve as Mayor or Councilmember for more than four (4) consecutive elected terms. For purposes of this section and computing the limitations on terms,

(1) any Mayor or Councilmember who vacates, for any reason, his or her position before the end of the term for which he or she was elected, shall be considered to have completed that term; and

(2) an appointment or election to fill any unexpired term shall be computed as follows:

(a) if fifty percent (50%) or more of the term is remaining, it shall be included in the computation of term limits; or

(b) if less than fifty percent (50%) of the term is remaining, it shall not be included in the computation of term limits.

(3) The date a vacancy occurs is determined in accordance with Chapter 201 of the Texas Election Code, as amended.

(4) Any member of the City Council who has served four (4) consecutive elected terms shall not be eligible to run for or be appointed to a position on the City Council until the next general election subsequent to the expiration of his or her final term on the City Council.

C. All members of the City Council, including the Mayor, holding office at the time of passage of this Charter shall continue to hold their respective place and office until their respective term of office for which they were elected expires.

### 3. SECTION 4.10: VACANCIES

A. If a vacancy occurs in the office of the Mayor, the Mayor Pro Tem shall perform the duties of the Mayor until such time as a new Mayor is selected. ~~Any other vacancy on the City Council shall be filled in accordance with the provisions of this section.~~

B. A vacancy on the City Council for an office with a three-year term must be filled by special election in accordance with the requirements of the Texas Constitution; however, in the event a vacancy occurs on the City Council for an unexpired term of twelve (12) months or less, the City Council may call a special election to fill the vacancy, or by majority vote of the City Council, appoint a replacement to fill the vacancy.

~~C. Vacancies on the Council for offices with two-year terms shall be filled as provided in this subsection. In the event there is one vacancy on the City Council, the City Council may call a special election or by a majority vote of all remaining members appoint a qualified person to fill the vacancy. In the event there is more than one vacancy, the City Council shall call a special election, unless appointment is required to achieve a quorum.~~

### 4. SECTION 9.05: RIGHT OF REGULATION

In granting, amending, renewing and extending public service, transportation and utility franchises, the City reserves unto itself all the usual and customary rights, including, but not limited to, the following rights, whether or not stated in a franchise ordinance:

- A. To repeal the franchise by ordinance for failure to begin construction or operation within the time prescribed, or for failure to comply with terms of the franchise.
- B. To require all extensions of service within the City limits to become part of the aggregate property of the service and operate subject to all obligations and reserved rights contained in this Charter. Any such extension is considered part of the original grant and terminable at the same time and under the same condition as the original grant.
- C. To require expansion and extension of facilities and services and to require maintenance of existing facilities to provide adequate service at the highest level of efficiency.
- D. To require reasonable standards of service and quality of product and prevent rate discrimination.
- E. To impose reasonable regulations and restrictions to insure the safety and welfare of the public.
- F. To examine and audit accounts and records and to require annual reports on local operations of the public service or utility.
- G. To require the franchisee to obtain prior approval by permit to place subsurface utilities.
- H. To require the franchisee to restore, at franchisee's expense, all public or private property to a condition as good as or better than before disturbed by the franchisee for construction, repair or removal. ~~No asphalt or concrete street or thoroughfare shall be cut without the City Manager or his designee's written approval.~~
- I. To require the franchisee to furnish to the City, within a reasonable time, at the franchisee's expense, a general map outlining current location, character, type of structure, size, length, depth, height and terminal of all facilities over and under property within the City and its extraterritorial jurisdiction.
- J. To require compensation, rent or franchise fees to be paid to the City as may be permitted by the laws of the State of Texas.

## 5. SECTION 11.06: NEPOTISM

~~Relatives of the City Council, City Manager, and department heads of the City may not be employed by the City except in accordance with State Law.~~

Pursuant to Texas state law regarding nepotism, no person related within the second degree by affinity or within the third degree by consanguinity to the Mayor or any Councilmember or the City Manager shall be employed by or contracted with for the City. This shall not apply to the following:

A. Any person employed by the City prior to the person related in the above degree filing to run for elective office or being nominated for an appointment, or

B. Any person who is a seasonal employee or intern of the City.

## **6. SECTION 11.12: OFFICIAL MEDIUM**

The City Council shall, by resolution, designate one or more local newspaper(s) of general circulation in the City as the official newspaper(s) for publication of official business. All ordinances, notices, and other matters that are required to be published officially by this Charter, the ordinance of the City, or the laws of the State of Texas shall be publicized once in said medium.

## **7. GENERAL BOND PROPOSITION:**

Shall the City Charter be amended throughout to correct non-substantive errors such as misspellings, punctuation, grammar and sentence structure, revise references to repealed or obsolete provisions of state law and conform notice and publication requirements to state law?

## November 2022

The police department submitted its annual report to the Texas Police Chiefs Association. The annual report consisted of reviews and analysis of the police departments pursuits, incidents of use of force, accident and injuries, departmental policy & procedures and a complete inventory of the department's property and evidence. The Joshua Police Department has met all required standards and remains an Accredited Law Enforcement Agency. The department will have to undergo an onsite visit by TPCA assessors for reaccreditation next year.

The department hired Akala Murray as the city's new Code Enforcement Officer. Akala has been shadowing Gage and code enforcement operations in the City of Cleburne. She will begin her certification training in December and begin operating independently, thereafter.

The department took delivery of two new patrol vehicles and two new CID vehicles in November. The patrol vehicles will be upfitted and marked and placed in service in December.

## Patrol

Category	November 2022	November 2021	2022 year to date
Dispatched Calls	196	224	2,656
Arrests	10	13	141
Crash Reports	5	7	53
Traffic Stops	530	724	5,699
Citations	143	328	1,899
Outside LE Agency Assist	7	11	127
Reports	44	40	586

## K9

K-9 Camo was deployed once in November with a positive alert for narcotics. Officer Smith and K-9 Camo participated in joint training with the Tarrant County Sheriff's Office and participated in an in-house training exercise involving dynamic entry and room clearing.

## Investigations

Category	November 2022	November 2021	2022 year to date
Crimes Against Persons	1	5	47
Property Crime (Thefts, Damage)	8	6	104
Other (Drug or Alch/Missing/Deceased)	35	10	475

## Training

Sgt. Wright and Sgt. Lee attended Hasty React training. This program trains officers to react quickly and efficiently to an active threat in a solo status. The training also incorporated quick assessment and planning for active threats. Det. O’Hearn achieved her Mental Health Peace Officer Certification and her TCOLE Instructor License.

## Community Outreach

Event	Date
JISD Safety & Security Meeting	November 3 <sup>rd</sup>
JISD Tabletop Exercise	November 7 <sup>th</sup>
Crimestoppers Meeting	November 8 <sup>th</sup>
Tarrant Area Food Bank	November 10 <sup>th</sup>
Johnson County Regional Law Enforcement Meeting	November 16 <sup>th</sup>
JISD Thanksgiving Luncheon	November 17 <sup>th</sup>
TxDOT Incident Management Conference	November 18 <sup>th</sup>
Hill College Training Advisory Board Meeting	November 30 <sup>th</sup>



## Joshua Fire Department Monthly Activity Report

November 2022

### PERSONNEL & RECENT ACTIVITIES

Volunteer hours totaled 626 for November, which is down from 646 in October.

The recruitment process for both firefighter and Operations Captain is complete. Four Firefighters and one Captain are scheduled to begin their first day of employment the week of December 12. Our new firefighters are Michael Babbitt, Mason Ray, James Laney, and current volunteer Joey Caruso. Our new Operations Captain is Jay White who comes to us with high experience from the City of Arlington.

We are excited to welcome our second set of on-duty personnel and the next administrative position to assist us in more efficiently completing our mission. More detailed biographies will follow in an upcoming report. We expect to have them all in attendance at the January Council meeting.

### CODE COMPLIANCE

VIOLATION		2021-STILL ACTIVE		Nov-22		2022	
		OPEN	CLOSED IN 2022	OPENED	CLOSED	OPEN YTD	CLOSED YTD
Accessory Building		1	1			2	1
High Grass and Weeds		9	4	1		50	49
Junk and Debris		18	8			67	58
Junk Vehicle		5	3			12	12
Parking Violation		6				16	11
No Permit		2		1		9	5
Open Storage		1	1			9	7
Substandard Structure		0	2				
Swimming pool barrier		1				4	3
Solid waste violation		2					
Health and sanitation						1	1
No Cert of Occupancy						4	2
Prohibited occupancy						3	2
Public safety S&S						4	4
Open vacant structure						1	1
Dilapidated Fence						2	2
		<b>45</b>	<b>19</b>	<b>2</b>	<b>0</b>	<b>184</b>	<b>158</b>



**EMERGENCY RESPONSE..**

<b>JOSHUA FIRE DEPARTMENT</b>							
<b>EMERGENCY RESPONSE STATISTICS</b>							
<b>YEAR:</b>	2022	<b>MONTH:</b>	November				
<b>EMERGENCY RESPONSES</b>							
<b>CITY INCIDENTS</b>		<b>November</b>	<b>YTD</b>	<b>COUNTY INCIDENTS</b>		<b>November</b>	<b>YTD</b>
Building Fires		0	6	Building Fires		0	3
Vehicle Fire		0	1	Vehicle Fire		0	1
Rail Vehicle Fire		0	1	Alarm System activation NO FIRE Un		0	1
Trash/Rubbish Fire Contained		1	1			0	0
Arcing,Shorted Electrical Equipment		1	6	Chimney or Flu Fire		0	1
Cooking Fire		0	2	Grass Fires		0	13
Dumpster Fire		0	1	Outside Equip Fire		0	1
Grass Fires		0	18	EMS - Except MVA with Injuries		31	252
Outside Equip		0	1	MVA with Injuries		0	12
Outside Rubbish		0	1	MVA no Injuries		2	15
Medical Assist/Assist EMS Crew		1	1			0	0
EMS - Exclude vehicle acc W/Inj		60	597	Oil or Other Combustable liquid spill		0	1
MVA with Injuries		2	33	Flammable Liquid spill		0	2
EMS call OTHER		2	2			0	0
Motor vehicle/Pedestrian accident		1	1			0	0
Animal Rescue		0	2	Public Service		0	2
MVA no Injuries		2	33	Natural Gas or LPG Leak		0	1
Trench/below-grade rescue		0	1	Animal Rescue		0	1
Lock-out		0	11	Power Line Down		0	4
Assist Invalid		7	72	Assist Invalid		1	18
Power Line Down		0	9	Unauthorized Burning		0	20
Unauthorized Burn		0	18	Dispatch & Cancelled Enroute		0	20
Good Intent		0	7	HazMat Invest - No HazMat		0	2
Dispatched/Cancelled		1	36	Smoke Det No Fire - Unintended		0	4
No Incident on Arrival		0	2	Fire Det No Fire - Unintended		0	1
Authorized Controlled Burn		0	3	CO Detector Activation - No CO		0	2
HazMat Invest - No HazMat		0	3	<b>TOTAL COUNTY</b>		<b>34</b>	<b>377</b>
Gas leak (natural gas or LPG)		1	3				
Oil or Other Combustable liquid spill		0	9				
Heat short circuit/wiring defective worn		1	1				
Overheated Motor		1	1				
Assist PD or othe Gov. Agency		0	1				
Wind Storm/Tornado Assesment		0	5				
Smoke from barbecue/tar kettle		0	1				
Smoke Scare/Odor of Smoke		1	9				
False Alarm or False Call, other		2	2				
Detector Activation, no fire-unintentional		1	3				
Fire Alarm Activation/Unintentional		0	9				
Lightning strike NO FIRE		1	1				
Water Leak		0	1				
Mutual Aid Given		3	133				

**EMERGENCY RESPONSE**, Cont

		November	YTD			November	YTD
<b>TOTAL CITY</b>		<b>89</b>	<b>1048</b>	<b>TOTAL INCIDENTS</b>		<b>123</b>	<b>1435</b>
<b>MUTUAL &amp; AUTO AID RECEIVED</b>			<b>RESPONSE TIMES</b>	<b>November</b>	<b>October</b>		
	<b>October</b>	<b>YTD</b>	JOSHUA	7:00	6:00		
MA RECEIVED	6	58	COUNTY	9:00	9:25		
AA RECEIVED	7	71					
<b>STAFFING</b>	<b>October</b>	<b>YTD</b>		<b>October</b>	<b>YTD</b>		
INADEQUATE	0	0	<b>NO-RESP 2nd CALL</b>	0	23		
MISSED CALLS	0	0					

**TRAINING**

DATE	TOPIC	HOURS	ATTENDANCE
11/02	Incident Review/Department policies	3.5	10
11/03	PASS Fire EXT. class	1	3
11/09	Hose Deployments 7700 Box	2	7
11/16	TURBO Draft orientation/Truck check documentation/Interview skills	3.5	7
11/17	Rope Rescue Tech at TCC	40	1
11/17	Basic FF Boot Camp	140	1
11/30	EMS Bag check/Drugs & Fluids	2	4
<b>TOTAL</b>		<b>192</b>	

**EMERGENCY MANAGEMENT**

The installation of a new outdoor warning siren and the relocation of an existing one are in process. One siren, which is currently located at 457 N. Broadway (American Steel) will be relocated to the intersection of Main and Broadway, near the city limits monument sign. The relocation is needed due to redundancy and a void in coverage on the north side of the city. This siren will be upgraded when it is moved.

A new siren will be installed at the intersection of CR 904 and Wagonwheel. This new siren is needed to provide better coverage to the residents on the south side. The batteries of both sirens will be solar charged, eliminating the need for power connections.

Additional upgrades to the siren activation software, located in the EOC, will be implemented with the additional feature of siren activation by mobile phone app.

City of Joshua  
Municipal Court Council Report  
From 11/1/2022 to 11/30/2022

12/1/2022 8:4

Item 3.

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
125	1	4	0	13	143

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$6,382.07	\$3,360.86	\$8,766.68	\$340.27	\$415.12	\$19,265.00

**Warrants**

Issued	Served	Closed	Total
0	0	4	4

**FTAs/VPTAs**

FTAs	VPTAs	Total
0	0	0

**Dispositions**

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
68	0	30	8	14	120

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	0	0	0

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
46	0	46	92

12/1/2022 8:53:30 AM

## Utility Billing

## Council Report

Billing Period

11/1/2022 - 11/30/2022

## Utility Bills Disbursed

Count

Amount

Active	1902	\$33,931.68
First Bill	11	\$165.20
Final Bill	10	\$13.09
Backdated Move In Date	51	\$892.00
First Bill, Backdated Move In Date	1	\$21.40
Total	1975	\$35,023.37

## Payments Received

Count

Amount

Check	523	\$11,383.95
Cash	34	\$763.93
AchDraft	97	\$2,201.60
CreditCard	660	\$18,364.10
MoneyOrder	3	\$78.24
Other	6	\$202.72
Total	1323	\$32,994.54

## Service Orders Completed

Count

Total	0
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## Service Categories

Count

Amount

General	3948	\$2,944.80
Garbage/Recycling	3948	\$29,487.20
Total	0	\$32,432.00

## New Businesses Report November 2022

<b>New Businesses</b> (Certificate of Occupancy Issued)	<b>Address</b>
Al's Crossroad's	420 N Broadway
Lavish Nail Lounge	1036 S. Broadway #100
<b>Future New Businesses</b> (Applied for Certificate of Occupancy not completed)	<b>Address</b>
Kelly's Daiquiris & More	336 N. Broadway
Premier Commercial Collision	619 N. Broadway
H & R Block	307 S. Broadway
<b>New CO Issued for existing Business</b> (New Owner, New Location, Name change, etc)	<b>Address</b>

## Building Inspection Report

November 2022	2022	2021	YTD 2022	YTD 2021
Building	75	64	766	721
Electrical	54	45	492	512
Plumbing	74	32	439	397
Mechanical	42	20	189	216
Re-Inspections	53	4	346	71
Certificate of Occupancy	1	2	25	21
Certificate of Occupancy Re-Inspection	3	0	12	0
<b>Total # of Inspections</b>	<b>302</b>	<b>167</b>	<b>2267</b>	<b>1938</b>
Plan Review	11	10	158	188

## Building Permit Report

November 2022	2022	2021	YTD 2022	YTD 2021
Building	15	26	266	357
Electrical	8	8	198	169
Plumbing	9	8	151	156
Mechanical	9	5	87	118
Permanent Sign	2	1	16	14
Temporary Sign	1	0	16	16
Certificate of Occupancy	2	3	24	22
Swimming Pool	0	3	18	27
Sprinkler System	3	2	57	95
Solicitor	0	0	3	0
Contractor Registration	13	11	221	179
MHP Registration	0	0	1	3
<b>Total # of Permits</b>	<b>62</b>	<b>67</b>	<b>1058</b>	<b>1156</b>

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

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

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs	Activity	Total
Mowing	30	30	20		Mowing	80
Weed Eating, Edging, Blowing	20	10	10		Weed Eating, Edging, Blowing	40
Hedge & Tree Trimming			5		Hedge & Tree Trimming	5
Flower Beds/Landscaping					Flower Beds/Landscaping	
Fertilizing/Over Seeding					Fertilizing/Over Seeding	
Irrigation	40		20		Irrigation	60
Trash Removal	30		10		Trash Removal	40
Field Maintenance	Field One	Field Two	Field Three		Field Mowing	30
Mowing	10	10	10		Field Weed Eating	30
Weed Eating	10	10	10		Infield Edging	
Infield Edging					Striping	
Striping					Infield Draging	
Infield Draging					Infield Repair	
Infield Repair					Fertilizing/Over Seeding	
Fertilizing/Over Seeding					Infield Watering	30
Infield Watering	10	10	10		Trash Removal	15
Trash Removal	5	5	5		Custodail Duties	100
Building Maintenance	City Park	Baseball Complex	City Facilities		General Repairs	60
Custodail Duties	30	10	60		Toddler Playground	
General Repairs	30		30		Equipment Maintenance	
Toddler Playground					Special Events	160
Equipment Maintenance					Remodeling	
Special Events	20		140		Total Man Hours	650
Remodeling						

# Public Works Monthly Team Status Report

For The Month Of November 2022

## Completed Items

[illegible]

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

Assigned But Not Yet Started
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[illegible]

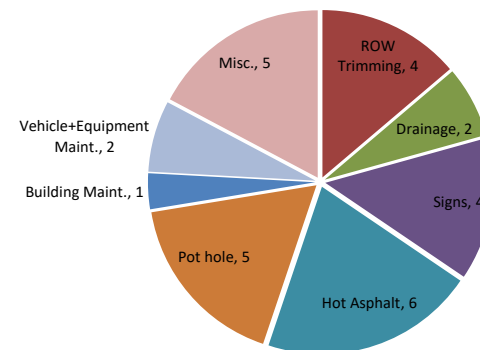


**City of Joshua**  
**Public Works Monthly Activity Report**  
**For the Month of November 2022**

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

Chart reflects one per daily occurrence

ROW Mowing	0
ROW Trimming	4
Drainage	2
Signs	4
Hot Asphalt	6
Pot hole	5
Building Maint.	1
Concrete	0
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	0
Vehicle+Equipment Maint.	2
Misc.	5





## **City Secretary's Office**

### **Monthly Report**

**November 2022**

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

## Agenda Summary:

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

The Mayor and City Council approved the following items in November 2022 and they were processed immediately following the meeting:

- Ordinance approving a request for a zoning change regarding approximately 8.995 acres of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located at 6001 CR 1023, to change from (A) Agricultural District to the (R1) Single Family Residential District to allow for the construction of two residential homes.
- Ordinance amending the requirements of the membership of the Heritage Preservation Committee.
- Development agreement between the City of Joshua and property owner of parcel located on Cr 705.
- Ordinance disannexing tracts of land described in Exhibit "A,"-Development Agreements.
- Resolution awarding the Administration Services Provider Contract for the 2023-2024 CDBG Texas Community Development Block Grant to GrantWorks.
- Resolution awarding the Engineering, Architectural, and Surveying Services Contract for the 2023-2024 Texas Community Development Block Grant administered by the Texas Department of Agriculture to JacobMartin.
- 380 Agreement with Fairmount Outdoor Advertising.
- franchise agreement between the City of Joshua and United Cooperative Services Internet Services.
- Award the Bank Depository Services Agreement to Pinnacle Bank.
- Funding Agreement with the Johnson County Special Utility District for a 16" Water Main that extends from the 700 Block of N. Main south to Hwy. 174 and then south to connect to existing infrastructure and increasing water flows in Joshua Station.

### City Secretary attended the following meetings:

November 07, 2022 Planning & Zoning Commission  
 November 09, 2022 NTMCA Meeting  
 November 14, 2022 Type A EDC Meeting  
 November 14, 2022 Type B EDC Meeting  
 November 21, 2022 Charter Review Commission  
 November 21, 2022 Staff Meeting  
 November 28, 2022 Heritage Preservation

### Meeting Minutes prepared and approved:

- Planning & Zoning - September 06, 2022
- City Council – October 20, 2022
- EDC Type A and B -October 10, 2022
- Charter Review Comm. - October 20, 2022
- Heritage Preservation- May 12, 2022

## **Special Projects:**

### **Website Update-**

City Secretary is making final changes to the website and will have department heads review their page for any updates. After that, we will be ready to go live. NO UPDATE

**Development Agreements-** City Secretary is currently working on another round of development agreements. There is only a few other areas that needs to be completed. Each month, the City Secretary makes contact with property owners, set's up an appointment to explain the agreement. Once the agreement is signed, it goes to city council for approval and then an deannexation ordinance is presented for approval. Each document is filed with the county and then a copy of agreement is mailed to the property owner for their records. This is an ongoing project until completed.

In December, the City Secretary's Office will begin making contact with property owners and attempt to renew the **2018 agreements**.

**City Christmas Party** will be held on December 16th at the James Event Center. Preparation for the party is still underway.

**Annual Records Destruction** process has started. Each department has been instructed to follow the policy and be complete by January 6, 2023. After inventory, records that is scheduled to be destroyed will be shortly after.

**Veterans Luncheon** was held on November 11, 2022 at the YMCA. City Secretary worked with the YMCA regarding the preparation of the event. It was a great turnout.

**Christmas on Main Street** is scheduled for December 3, 2022. City Secretary is working with the chamber to help make this event successful. The city had the design of the advertisement completed and printed all the posters through the town. The city has boosted the social media for better coverage. Last, the City is providing the children's area. There will be two bounce houses and several arts and crafts tables. In addition, Santa will be available for pictures. No Update

**Board Training-**Due to conflict in schedules, the training has been postponed until January. Information will be sent out in December.

### **City Park-**

City Secretary is working with a park designer/owner of park equipment business. Working with him, he has designed three different designs to totally revamp the park. The designs was presented to the parks board in November. More information to come soon.

## **Code of Ordinance**

The Code of Ordinance Vault is updated as scheduled, and Supplement No. 17 has been uploaded to the website. All ordinances as of September 15, 2022 have been codified.

The Code of Ordinances page has been updated to the General Code's online code portal, eCode360®. The new code will have many new and robust features, below is just a few:

1. New Laws: New ordinances are posted in 24 hours, showing what section of the code is amended. The new ordinance is linked to the amended section and is fully searchable with the rest of the online code
2. PubDocs™: A self-managed, secure way to publish documents like meeting minutes or agendas online. Give quick, convenient access to all the city's information you want to make available to the public. This is also fully searchable simultaneously with your eCode.
3. Admin Dashboard: This informational dashboard shows you how many views your eCode is getting as well as commonly searched topics.
4. Enhanced Graphics: High resolution charts, maps, and illustrations, as well as large complex tables, are integrated into your eCode.
5. Custom Banner: Custom colors and banner can be created to emulate the city's existing website, for a seamless transition for your constituents

**TABC Annual Renewals** are being prepared to go out in the mail early December. Each permit is good January -December and each permit must be renewed yearly.

### **Alcoholic Beverage Permits Annual permits issued for 2022:**

- 1001 Joshua Station Brookshires
- 309 E. 12<sup>th</sup> St Family Dollar Store
- 1003 Country Club Mountain Valley Country Club
- 525 S. Broadway Napoli Pasta
- 336 N. Broadway K & S Bar-B-Q
- 100 S. Broadway Valero
- 321 N. Broadway Dollar General Store
- 103 S. Broadway 7-Eleven
- 420 N. Broadway Joshua Food Mart
- 101 N. Main St. Hickory Tree
- 401 N. Broadway Joshua Food Mart
- 500 S. Broadway Quick Mart
- 107 N. Main St. A Three Rivers Coffee Co.
- 107 N. Main St. B The Brick House Grill

## Public Information Request

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

Item 8.

Requested Date	Requestor	Documents	Date Released	AG Letter	Cost/Electronic	Notes
11/1/2022	Lovleen Punia	Permit Report	11/2/2022	NA		Emailed
11/1/2022	Teresa Strauch	Police Reports		11/9/2022		
11/3/2022	Teresa Strauch	Police Reports		11/9/2022		
11/3/2022	Sammy Rangwala	Fire Damage	11/4/2022	NA		Emailed
11/3/2022	Sammy Rangwala	Tall Grass Viola	11/4/2022	NA		Emailed
11/3/2022	Chris Parrott	Plot Plans	11/4/2022	NA		Emailed
11/3/2022	Shannon Taylor	Police Report	11/4/2022	NA		Sent letter with links to access reports
11/4/2022	Metropolitan Reporting Bureau	Police Report	11/4/2022	NA		No Report Found Returned Check
11/4/2022	LexisNexis	Police Report	11/4/2022	NA		No Report Found Returned Check
11/4/2022	Teresa Seamon	Police Report	11/8/2022	NA		Emailed Report to Berenson Law Office
11/4/2022	Teresa Seamon	Witness Video	11/8/2022	NA		No Video per Chief
11/7/2022	Julie Chavez	Police Report	11/8/2022	NA		No Report Found
11/9/2022	Glenda Porter	PD Vehicle Inf	11/10/2022	NA		Emailed
11/11/2022	Markus Murphy	House & draina	11/14/2022	NA		Emailed drainage info told him he could pick up plans.
11/14/2022	Will Bruner	PD Ordinance f	11/15/2022	NA		Emailed
11/14/2022	Brenna Flynn	PD Report	11/28/2022	NA	\$1.20	Brenna Flynn Picked Up
11/14/2022	Brenna Flynn	PD/Fire Report	11/28/2022	NA	\$1.40	Brenna Flynn Picked Up
11/14/2022	Linda Rivot	Crash Report	11/14/2022	NA		Emailed
11/16/2022	LexisNexis	Crash Report	11/16/2022	NA		No Report Written
11/16/2022	LexisNexis	Crash Report	11/16/2022	NA		No Report Written
11/16/2022	LexisNexis	Crash Report	11/16/2022	NA		No Report Written
11/16/2022	LexisNexis	Crash Report	11/16/2022	NA	\$6.00	Report Mailed
11/16/2022	LexisNexis	Crash Report		NA		
11/23/2022	Mathew Donelick	Fire Report		NA		
11/28/2022	Lucas Randall	Phone logs	11/28/2022	NA		Sent Clarification Email

## Liens

The list below are active liens held by the City of Joshua as of the end of November 2022.-No change

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

## Election

City of Joshua- Uniform Election Day- May 6, 2023, for the following places:

- Mike Kidd, Place 2
- Robert Fleming, Place 5

Texas Constitutional Amendment election- November 7, 2023

### **Training / Certifications**

City Secretary currently holds the following certifications:

Item 8.

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

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

City Secretary will re-certify January 2023.

### **City Secretary Memberships**

1. President of the North Texas Municipal Clerks Association
2. Texas Municipal Clerks Association
3. YMCA Board and Fundraiser Committee Leader
4. International Municipal Clerks Association
5. Clerks for Christ

### **Assistant to the City Secretary**

the assistant is currently training and working with open records request, uploading recordings and minutes to website, setting up chamber prior to meetings, and records retention. In addition, she has taken on the role of helping decorate the city buildings and downtown area. She is being assisted by myself, a committee of citizens, and the parks department.