AGENDA
CITY COUNCIL
REGULAR MEETING
DECEMBER 16, 2021
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 16, 2021. 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/81444728364?pwd=U2hWUjF3RHZuaTFHbGN3MWxOcytiZz09
Meeting ID: 814 4472 8364 Passcode: 364182 or dial 1-346/248-7799

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

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

1. Review and discuss questions related to the budget report and financial statement for November 2021. (Staff Resource: M. Peacock)

2. Discussion on the future installation of fiber lines for internet service. (Staff Resource: M. Peacock)

3. Questions regarding Regular Session agenda items.

E. PUBLIC FORUM, PRESENTATIONS, 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.

- Firefighter(s) Promotion Announcement

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on November 18, 2021. (Staff Resource: A. Holloway)

2. Discuss, consider, and possible action on a resolution approving an Interlocal agreement with Interlocal Purchasing System (TIPS). (Staff Resource: A. Bransom)

3. Discuss, consider, and possible action on ratifying an agreement between the City of Joshua and TXU Energy for the supply of electricity with term starting June 1, 2024, and ending May 31, 2029; authorizing the City Manager to execute all necessary documents. (Staff Resource: M. Peacock)

G. REGULAR AGENDA

1. Public hearing regarding a request to rezone a 0.564 acre of land known as Tracts 92, 92A, & 90A, in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located at 218 E. 8th Street, 220 E. 8th Street and a portion of 119 N. Broadway Street to change from (R1) Single Family Residential District to the (C1) Restricted Commercial District to allow for the construction of a future commercial site. (Staff Resource: A. Maldonado)

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

2. Discuss, consider, and possible action on a request to rezone a 0.564 acre of land known as Tracts 92, 92A, & 90A, in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located at 218 E. 8th Street, 220 E. 8th Street and a portion of 119 N. Broadway Street to change from (R1) Single Family Residential District to the (C1) Restricted Commercial District to allow for the construction of a future commercial site. (Staff Resource: A. Maldonado)

3. Discuss, consider, and possible action on an Interlocal agreement with Johnson County to blade overlay CR 904 in the amount of $11,000 and authorize the Mayor to sign all necessary documents. (Staff Resource: M. Peacock)

4. Discuss, consider, and possible action on an Equipment Lease Agreement with NDS/Kyocera Leasing for copier/printer needs for 60 months and authorize the City Manager to sign all necessary documents. (Staff Resource: A. Bransom)

5. Discuss, consider, and possible action on a lease agreement with Enterprise Fleet Management for future procurement of City vehicles and authorize the City Manager to sign all necessary documents. (Staff Resource: A. Bransom)

6. Discuss, consider, and possible action regarding the Youth Rainbow Trout Fishing Event to be held on January 15, 2021. (Staff Resource: M. Peacock)

H. STAFF REPORT

November 2021

1. Police Department Report
2. Fire Department Report
3. Municipal Court Report
4. Public Works Report

5. Development Services Report
6. City Secretary Report

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

1. In accordance with the Texas Government Code, Section 551.074; To deliberate regarding the appointment, employment, and evaluation of a public officer or employee.

    (a) City Secretary
    (b) Municipal Judge

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

K. FUTURE AGENDA ITEMS/REQUESTS BY COUNCILMEMBERS 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.

L. ADJOURNMENT

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

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

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

CERTIFICATE:

I hereby certify that the above agenda was posted on or before the 13th day of December 2021 by 5:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

____
Alice Holloway
City Secretary

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of November 30, 2021

% OF YEAR COMPLETED: 16.67

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	261,506.85	229,519.18	(31,987.67)	369,554.07	4,294,980.00	8.60%	3,925,425.93
Charges for Services	43,320.30	42,649.77	(670.53)	86,437.58	512,000.00	16.88%	425,562.42
Licenses, Permits & Fees	46,018.28	66,624.78	20,606.50	103,663.32	829,815.00	12.49%	726,151.68
Grants & Contributions	828.78	166.66	(662.12)	1,028.78	2,000.00	51.44%	971.22
Intergovernmental Revenues	105,298.84	13,860.34	(91,438.50)	105,298.84	166,370.00	0.00%	61,071.16
Investment Earnings	13.39	249.90	236.51	20.65	3,000.00	0.69%	2,979.35
Miscellaneous	4,181.14	4,165.00	(16.14)	5,775.84	50,000.00	11.55%	44,224.16
Transfers In	0.00	28,333.33	28,333.33	4,172.70	782,200.00	0.53%	778,027.30
TOTAL REVENUES	461,167.58	385,568.96	(75,598.62)	675,951.78	6,640,365.00	10.18%	5,964,413.22
EXPENDITURE SUMMARY							
Community Service							
Utilities	4,229.42	3,415.30	(814.12)	4,304.42	41,000.00	10.50%	36,695.58
Community Events	2,473.51	0.00	(2,473.51)	2,473.51	25,000.00	9.89%	22,526.49
Contract & Professional Services	27,085.95	27,405.70	319.75	54,171.90	329,000.00	16.47%	274,828.10
Miscellaneous	6,557.50	3,050.75	(3,506.75)	10,157.50	50,715.00	20.03%	40,557.50
TOTAL Community Service	40,346.38	33,871.75	(6,474.63)	71,107.33	445,715.00	15.95%	374,607.67
Non-departmental							
Personnel	7.75	100.00	92.25	292.75	4,200.00	6.97%	3,907.25
Contract & Professional Services	7,042.01	5,718.64	(1,323.37)	17,847.43	114,750.00	15.55%	96,902.57
Debt Service	0.00	0.00	0.00	0.00	4,000.00	0.00%	4,000.00
Miscellaneous	0.00	6,387.08	6,387.08	57,233.99	134,370.00	42.59%	77,136.01
TOTAL Non-departmental	7,049.76	12,205.72	5,155.96	75,374.17	257,320.00	29.29%	181,945.83

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of November 30, 2021

% OF YEAR COMPLETED: 16.67

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Mayor & Council							
Personnel	0.00	0.00	0.00	0.00	2,000.00	0.00%	2,000.00
Supplies	0.00	254.10	254.10	0.00	3,050.00	0.00%	3,050.00
TOTAL Octoberor & Council	0.00	254.10	254.10	0.00	5,050.00	0.00%	5,050.00
Administration							
Personnel	63,264.89	50,762.71	(12,502.18)	100,807.18	624,465.00	16.14%	523,657.82
Supplies	3,090.70	6,212.90	3,122.20	5,122.82	44,570.00	11.49%	39,447.18
Repair & Maintenance	2,100.38	2,563.14	462.76	4,050.82	30,770.00	13.16%	26,719.18
Contract & Professional Services	12,065.00	934.62	(11,130.38)	20,202.50	176,340.00	11.46%	156,137.50
Utilities	2,164.23	2,713.17	548.94	3,404.24	32,570.00	10.45%	29,165.76
Miscellaneous	1,446.14	958.28	(487.86)	1,770.14	11,500.00	15.39%	9,729.86
TOTAL Administration	84,131.34	64,144.82	(19,986.52)	135,357.70	920,215.00	14.71%	784,857.30
Police Department							
Personnel	148,403.12	106,375.28	(42,027.84)	248,677.44	1,350,485.00	18.41%	1,101,807.56
Supplies	2,174.12	1,999.23	(174.89)	2,273.12	24,000.00	9.47%	21,726.88
Repair & Maintenance	2,651.13	3,831.83	1,180.70	7,309.76	46,000.00	15.89%	38,690.24
Contract & Professional Services	3,943.37	64,739.30	60,795.93	64,238.98	136,880.00	46.93%	72,641.02
Utilities	1,290.51	1,999.20	708.69	1,712.75	24,000.00	7.14%	22,287.25
Capital Outlay	0.00	3,230.23	3,230.23	9,600.82	33,400.00	28.74%	23,799.18
Debt Service	0.00	1,570.00	1,570.00	0.00	18,840.00	0.00%	18,840.00
Miscellaneous	0.00	33.33	33.33	0.00	400.00	0.00%	400.00
TOTAL Police Department	158,462.25	183,778.40	25,316.15	333,812.87	1,634,005.00	20.43%	1,300,192.13

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of November 30, 2021

% OF YEAR COMPLETED: 16.67

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Personnel	22,856.36	28,077.64	5,221.28	37,647.49	357,260.00	10.54%	319,612.51
Supplies	44,531.33	43,595.47	(935.86)	50,575.28	523,355.00	9.66%	472,779.72
Repair & Maintenance	11,463.94	5,814.36	(5,649.58)	18,533.16	69,800.00	26.55%	51,266.84
Contract & Professional Services	340.00	1,685.99	1,345.99	390.00	20,240.00	1.93%	19,850.00
Utilities	398.79	641.41	242.62	558.97	7,700.00	7.26%	7,141.03
Micellaneous	0.00	833.33	833.33	0.00	10,000.00	0.00%	10,000.00
Capital Outlay	103,876.58	0.00	(103,876.58)	103,876.58	103,885.00	99.99%	8.42
Debt Service	0.00	3,671.25	3,671.25	0.00	44,055.00	0.00%	44,055.00
TOTAL Public Works	183,467.00	84,319.45	(99,147.55)	211,581.48	1,136,295.00	18.62%	924,713.52
Municipal Court							
Personnel	8,278.85	6,426.79	(1,852.06)	12,829.85	67,280.00	19.07%	54,450.15
Supplies	122.10	154.10	32.00	175.28	1,850.00	9.47%	1,674.72
Repair & Maintenance	140.15	166.60	26.45	280.30	2,000.00	14.02%	1,719.70
Contract & Professional Services	2,370.00	2,951.36	581.36	6,770.00	35,420.00	19.11%	28,650.00
Miscellaneous	0.00	83.30	83.30	0.00	1,000.00	0.00%	1,000.00
TOTAL Municipal Court	10,911.10	9,782.15	(1,128.95)	20,055.43	107,550.00	18.65%	87,494.57
Development Services							
Personnel	21,414.19	21,015.16	(399.03)	34,170.15	260,455.00	13.12%	226,284.85
Supplies	265.33	433.16	167.83	382.00	5,200.00	7.35%	4,818.00
Repair & Maintenance	0.00	2,016.60	2,016.60	0.00	24,200.00	0.00%	24,200.00
Contract & Professional Services	9,230.50	15,711.75	6,481.25	15,316.75	188,545.00	8.12%	173,228.25
Utilities	86.25	442.45	356.20	86.25	5,310.00	1.62%	5,223.75
Debt Service	0.00	472.08	472.08	0.00	5,665.00	0.00%	5,665.00
TOTAL Development Services	30,996.27	40,091.20	9,094.93	49,955.15	489,375.00	10.21%	439,419.85

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of November 30, 2021

% OF YEAR COMPLETED: 16.67

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	15,199.40	10,799.98	(4,399.42)	24,774.35	130,840.00	18.93%	106,065.65
Supplies	1,612.50	1,530.20	(82.30)	2,765.86	18,370.00	15.06%	15,604.14
Repair & Maintenance	12,933.33	10,500.44	(2,432.89)	13,511.75	126,055.00	10.72%	112,543.25
Contract & Professional Services	661.33	754.81	93.48	812.66	9,060.00	8.97%	8,247.34
Utilities	1,060.76	1,349.46	288.70	1,174.64	16,200.00	7.25%	15,025.36
TOTAL Animal Control	31,467.32	24,934.89	(6,532.43)	43,039.26	300,525.00	14.32%	257,485.74
Fire Department							
Personnel	40,999.05	43,771.05	2,772.00	72,512.19	569,530.00	12.73%	497,017.81
Supplies	20,707.02	6,546.75	(14,160.27)	20,998.56	78,575.00	26.72%	57,576.44
Repair & Maintenance	1,568.12	6,337.46	4,769.34	2,930.44	76,080.00	3.85%	73,149.56
Contract & Professional Services	3,614.00	2,965.47	(648.53)	7,624.00	35,600.00	21.42%	27,976.00
Utilities	2,442.18	2,865.52	423.34	2,783.46	34,400.00	8.09%	31,616.54
Debt Service	0.00	6,020.83	6,020.83	0.00	72,250.00	0.00%	72,250.00
Miscellaneous	1,535.00	1,578.53	43.53	11,050.09	18,950.00	58.31%	7,899.91
TOTAL Fire Department	70,865.37	70,085.61	(779.76)	117,898.74	885,385.00	13.32%	767,486.26
Park Maintenance							
Personnel	19615.5	15,185.84	(4,429.66)	29,461.64	182,230.00	16.17%	152,768.36
Supplies	2,531.07	1,199.52	(1,331.55)	3,551.44	14,400.00	24.66%	10,848.56
Repair & Maintenance	666.14	1,978.42	1,312.28	3,510.03	23,750.00	14.78%	20,239.97
Contract & Professional Services	340.00	169.93	(170.07)	340.00	2,040.00	16.67%	1,700.00
Utilities	2,631.75	627.24	(2,004.51)	2,733.65	87,530.00	3.12%	84,796.35
Capital Outlay	0.00	1,990.87	1,990.87	0.00	23,900.00	0.00%	23,900.00
TOTAL Park Maintenance	25,784.46	21,151.82	(4,632.64)	39,596.76	333,850.00	11.86%	294,253.24

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of November 30, 2021

% OF YEAR COMPLETED: 16.67

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fire Marshal							
Personnel	14530.54	8,836.67	(5,693.87)	24,450.28	106,040.00	23.06%	81,589.72
Supplies	0.00	1,083.34	1,083.34	0.00	13,000.00	0.00%	13,000.00
Contract & Professional Services	1,100.00	396.67	(703.33)	3,856.25	4,760.00	81.01%	903.75
Utilities	34.62	65.00	30.38	57.70	780.00	7.40%	722.30
Miscellaneous	0.00	41.67	41.67	0.00	500.00	0.00%	500.00
TOTAL Fire Marshal	15,665.16	10,423.35	(5,241.81)	28,364.23	125,080.00	22.68%	96,715.77
TOTAL EXPENDITURES	659,146.41	555,043.26	(104,103.15)	1,126,143.12	6,640,365.00	16.96%	5,514,221.88
TOTAL REVENUES OVER/UNDER EXPENDITURES	(197,978.83)	(169,474.30)	28,504.53	(450,191.34)	0.00		450,191.34

MEMORANDUM

TO: Mayor and City Council

FROM: Mike Peacock,

DATE: December 10, 2021

SUBJECT: **Internet Fiber Upgrades**

The Council has expressed interest in considering incentivizing installation of fiber lines for internet service in underserved areas of the city. Staff invited Pathway Communications, AT&T and United Cooperative to discuss what options may be open for incentives from the City.

AT&T has not responded as the writing of this memo. United Cooperative currently is focusing on areas where they currently provide electric service.

Pathway Communications provided the following cost estimates for the areas of the city that are under-served.

Development	Homes	Installation	Drops
Mountain Valley	245	$445,900	$104,730
Mountain Valley Blvd.	55	$51,835	$23,430
Behind FasTaco	360	$136,500	$120,420
Cooper Valley	160	$121,090	$53,120
Fruit Streets	80	$47,020	$26,160
Old Town	300	$118,381	$84,020

Proposed funding for these incentives would be from allocated ARPA funds, which meet the criteria for funding.

MINUTES
CITY COUNCIL
REGULAR MEETING
NOVEMBER 18, 2021
6:30 PM

City Council Present: Joe Hollarn, Mayor; Rick DePriest, Place 1; Angela Nichols, Place 3; Merle Breitenstein, Place 4; and Scott Kimble, Place 6.

City Council Absent: Mike Kidd, Place 2; and Robert Fleming, Place 5

City Staff Present: Mike Peacock, City Manager; Amber Bransom, Asst. City Manager; Tom Griffith, Fire Chief' David Gelsthorpe, Police Chief; Terry Welch, City Attorney; and Alice Holloway, City Secretary.

Individuals may attend the Joshua City Council meeting in person, or access the meeting via videoconference or telephone conference call.

Join Zoom Meeting:
https://us02web.zoom.us/j/86156927891?pwd=V3B2UG5uYkFLZ1FvN3pRREpQdklmQT09
Meeting ID: 861 5692 7891 Passcode: 843101 or dial 1-346/248-7799

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

- Online: An online speaker card is located on the City's website (cityofjoshuatx.us) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during open session by the City Secretary.
- By phone: Please call 817/558-7447 ext. 2003 by 5:00 pm on or before the day of the meeting and provide your name, address, and question. The City Secretary will read all questions in the order they are received.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Breitenstein led the pledge to the flags.

C. INVOCATION

Josh Burns, Pastor of Church on Union Hill gave the invocation.

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for October 2021. (Staff Resource: M. Peacock)

2. Questions regarding Regular Session agenda items.

No Discussion on the Work Session items (D).

E. PUBLIC FORUM, PRESENTATIONS, AND RECOGNITION:

Police Chief Gelsthorpe introduced Officer Colleen O'Hearn as Joshua Police Department's 2nd Detective.

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. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on November 18, 2021. (Staff Resource: A. Holloway)

Councilmember Kimble moved to approve the Consent Agenda. Councilmember Nichols seconded the motion. The motion passed unanimously.

G. REGULAR AGENDA

1. Public Hearing on a request for a zoning change regarding a 144.24 acre of land known as Tract 9 and 10, in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas located on the east side of CR 1023 to change from (A) Agricultural District to the (R1L) Single Family Residential Large Lot District to allow for the construction of a residential subdivision.

Mayor Hollarn opened the public hearing at 6:33 pm.

Staff Presentation

Aaron Maldonado read the following statement:

The vacant property has never been platted and was originally zoned as Agricultural District.

This property is zoned (A) Agricultural District

The proposed development of this property is to allow for the property to be subdivided for the construction of a residential subdivision containing a minimum of 1 acre size lots and follow all of the R1L District regulations.

This development will be required to submit engineered construction plans and will also be required to preliminary plat and final plat, the City has agreed that these matters may be part of the construction and platting review process.

The proposed request complies with the Future Land Use Plan. The Planning & Zoning Board has made a recommendation to the City Council Board for approval of the rezone on November 1, 2021.

Owner's Presentation

Rob Orr stated that he is the representative of the owner of the property and he feels that the development will bring great quality to the City.

Those in Favor

Those Against

1. Todd Sterfield-stated he purchased his property in 2018. He has concerns regarding the roads. In addition, he stated that he would like to see 5 acre lots.
2. Shirley McDowell - stated that she believes the development will only bring problems to the area.

3. Julian Torrez- stated that he was in the same situation 4 years ago and he wished the development in his area was 1 acre lots.

Owner's Rebuttal—No Discussion.

Mayor Hollarn closed the public hearing after no more discussion at 6:46 pm.

2. Discuss, consider, and possible action on an Ordinance approving a request for a zoning change regarding a 144.24 acre of land known as Tract 9 and 10, in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas located on the east side of CR 1023 to change from (A) Agricultural District to the (R1L) Single Family Residential Large Lot District to allow for the construction of a residential subdivision.

   Councilmember Breitenstein moved to approve an Ordinance approving a request for a zoning change regarding a 144.24 acre of land known as Tract 9 and 10, in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas located on the east side of CR 1023 to change from (A) Agricultural District to the (R1L) Single Family Residential Large Lot District to allow for the construction of a residential subdivision. Mayor Hollarn seconded the motion. The motion passed 3-1-1 Councilmember DePriest voted against and Councilmember Kimble abstained.

3. Discuss, consider, and possible action on an Ordinance establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the Joshua Fire Department for services provided for the City of Joshua.

   Councilmember DePriest moved to approve an Ordinance establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the Joshua Fire Department for services provided for the City of Joshua. Councilmember Kimble seconded the motion. The motion passed unanimously.

4. Discuss, consider, and possible action on an Ordinance amending Chapter 8, "Offenses and Nuisances," of the Code of Ordinances by adding a new article 8.09, "Traffic, Sidewalk and Public Way obstructions"; providing for the removal of traffic obstructions, including the trimming of trees and other plants and foliage.

   Councilmember Kimble moved to approve an Ordinance amending Chapter 8, "Offenses and Nuisances," of the Code of Ordinances by adding a new article 8.09, "Traffic, Sidewalk and Public Way obstructions"; providing for the removal of traffic obstructions, including the trimming of trees and other plants and foliage. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

5. Discuss, consider, and possible action on a resolution affirming the casting of votes in the 2022-2023 Election of the Board of Directors for the Central Appraisal District of Johnson County.

   Councilmember Kimble moved to approve a resolution affirming the casting of votes in the 2022-2023 Election of the Board of Directors for the Central Appraisal District of Johnson County. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

6. Discuss, consider, and possible action on an agreement for Fire/Emergency Response Billing with EmergiFire, LLC and authorize the city manager to execute all necessary documents.

   Councilmember DePriest moved to approve an agreement for Fire/Emergency Response Billing with EmergiFire, LLC and authorize the city manager to execute all necessary documents. Councilmember Nichols seconded the motion. The motion passed unanimously.

7. Discuss, consider, and possible action on a lease agreement with Kyocera for the purpose of providing copiers, printers, and maintenance services and authorize the city manager to execute all necessary documents.

   Councilmember Kimble moved to table this item until the December 2021 meeting. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

8. Discuss, consider, and possible action on board appointment(s).

   Councilmember Breitenstein moved to appoint Danny Turpen as alternate number 2 on the Planning and Zoning Commission. Councilmember Nichols seconded the motion. Motion passed 3-2-0 Councilmembers DePriest and Kimball voted against.

H. STAFF REPORT

October 2021

1. Police Department Report
2. Fire Department Report
3. Municipal Court Report
4. Public Works Report
5. Development Services Report
6. City Secretary Report

I. EXECUTIVE SESSION

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

Mayor Hollarn opened for discussion at 7:36 pm.

1. In accordance with the Texas Government Code, Section 551.074; To deliberate regarding the appointment, employment and evaluation of a public officer or employee.

   (a) City Manager

Mayor Hollarn closed session at 7:58 pm.

J. RECONVENE INTO REGULAR SESSION

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

K. FUTURE AGENDA ITEMS/REQUESTS BY COUNCILMEMBERS 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.

1. Internet Infrastructure
2. Cell Phone Update
3. Train Update
4. High School Overpass

H. ADJOURNMENT

Mayor Hollarn adjourned the meeting at 8:03 PM.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: December 16, 2021

Attachments:

1) Rezone Application
2) Legal Description
3) Vicinity Map
4) Aerial Map
5) Public Notice Responses
6) Ordinance

City Council Agenda
December 17, 2021

Agenda Item: TIPS (The Interlocal Purchasing System) Interlocal Agreement

Agenda Description:
Discuss and take action on joining TIPS interlocal purchasing system.

Background Information:
The city currently is not a member of TIPS. As part of the Enterprise Fleet Management, the City will need to join TIPS in order to eliminate the need for competitive bids.

Financial Information:
There is no cost to join TIPs.

City Contact and Recommendations:
Amber Bransom, Assistant City Manager
Staff recommends approval of the interlocal agreement.

Attachments:

- Interlocal Agreement

CITY OF JOSHUA
RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AUTHORIZING PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM (TIPS); AUTHORIZING AN INTERLOCAL AGREEMENT WITH REGION VIII EDUCATION SERVICE CENTER FOR COOPERATIVE PURCHASING SERVICES THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City authorizes participation in The Interlocal Purchasing System (TIPS) offered by Region VIII Education Service Center.

Section 2. The interlocal agreement between the City of Joshua, Texas, and Region VIII Education Service Center for Cooperative Purchasing Services through The Interlocal Purchasing System (TIPS), attached hereto as Exhibit A, is hereby authorized and the City Manager is authorized to execute said agreement and all documents necessary to complete this transaction.

Section 3. This Resolution shall become effective upon its passage by the City Council of the City of Joshua, Texas.

AND IT IS SO RESOLVED.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, this 16th day of December 2021.

APPROVED:

____
Joe Hollarn, Mayor

ATTEST:

____
Alice Holloway, TRMC
City Secretary

AN INTERLOCAL AGREEMENT
Between Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Joshua
TEXAS PUBLIC ENTITY NAME

_________-__________
Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective December 16, 2021 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:
- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:
- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

into an Agreement to provide cooperative purchasing opportunities to public agencies.
This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Member Entity:

City of Joshua
Entity or District Name

By: ____________________
Authorized Signature

Print Name: Michael Peacock

Title: City Manager

06/18/2021
Date

Purchasing Cooperative Lead Agency:

Region 8 Education Service Center

By: ____________________
Authorized Signature

Dr. David Fitts
Title: Executive Director Region 8 ESC

____
Date

<u>Public Entity Contact Information</u>

Shauna Torres
Primary Purchasing Person Name

101 South Main Street
Street Address

Joshua, TX. 76058
City, State Zip

(817)558-7447
Telephone Number

(817)641-7526
Fax Number

storres@cityofjoshuatx.us
Primary Person Email Address

Amber Bransom
Secondary Person Name

abransom@cityofjoshuatx.us
Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.

TXU energy

Contract for Supply of Electricity

Quote Number:	S0423808	Product:	Fixed Price / DMAC / ZONE
Business Partner:	0024591423		
Buyer:	City of Joshua 101 S MAIN ST JOSHUA, TX 76058-3302	Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Administration
Phone:	(817) 558-7447 Fax:	Phone:	(866) 576-6745 Fax: (972) 556-6108

I. TERM

Primary Term: The Primary Term for each Premise will begin on the first meter read, and end on the first regularly scheduled meter read, for each Premise occurring on or after the dates listed below in compliance with the Terms and Conditions.

Primary Term Start Date: June 1, 2024	**Primary Term End Date**: May 31, 2029

II. CHARGES

CHARGE	**AMOUNT** (Monthly Charges will be the total of the items listed in this Article II.)
(i) All kWh Charge (the per kWh "Contract Price")	$0.0421817 per kWh. The All kWh Charge includes charges for the commodity (including the price impact, if any, resulting from the implementation of the Operating Reserve Demand Curve ("ORDC")), Energy (shaped), Ancillary Services, Qualified Scheduling Entity Charges, Renewable Energy Credit Charges, Reliability Must Run ("RMR"), Reliability Unit Commitment ("RUC"), Line Losses (TDSP), Market Clearing Price for Capacity, ERCOT Administration Fee/ISO Fees, and Unaccounted for Energy ("UFE") as defined and specified in the ERCOT Protocols and the applicable TDSP's Tariff in effect as of the date of this Agreement. It will also include the settlement charges for Congestion to the applicable ERCOT Load Zone.
(ii) Standing Charge	The sum of the Monthly Standing Charges for all ESI IDs as listed in Exhibit A.
(iii) Other Charges	**Varies by ESI ID throughout the Term.** All charges, other than those listed above or below, imposed upon Seller or Buyer by the TDSP or another party that are allowed or required by the PUCT, ERCOT, or any other governmental or regulatory authority, on or with respect to the acquisition, sale, delivery, and purchase of the Power.
(iv) Taxes	**Varies by ESI ID throughout the Term.** All taxes imposed by any governmental or regulatory authority on the acquisition, sale, delivery, and purchase of the Power. Includes, but is not limited to, Seller's Texas Gross Receipts Tax and Public Utility Commission Assessment on the acquisition, sales, delivery, or purchase of the Power.
(v) Aggregator/Third Party Fee	The pricing under this Agreement reflects a payment to ADK Solutions LLC in connection with its efforts to facilitate Buyer and Seller entering into this Agreement.

III. BILLING

Payment Terms: Net 30 days from the date of the invoice via Check

IV. SPECIAL PROVISIONS

INITIAL SECURITY: An initial cash deposit in the amount of $0.00 is required within sixteen (16) days from the issuance date of the invoice for the deposit. Once received, the cash deposit may be replaced by a surety bond, or an irrevocable letter of credit either of which shall be (i) in a form reasonably acceptable to Seller, (ii) from an institution reasonably acceptable to Seller, and (iii) in the same dollar amount as the cash deposit. The security shall remain in effect until at least two (2) months after the Primary Term End Date.

V. TERMS AND CONDITIONS

The attached Terms and Conditions, Exhibit A, Exhibit A-1, and other attachments, as applicable, are incorporated herein by reference.

Buyer Legal Name: City of Joshua a Texas political subdivision		Seller Legal Name: TXU Energy Retail Company LLC, a Texas limited liability company	
By (Name of General Partner or Agent if applicable): Its General Partner			
Buyer Signature: [signature]		Seller Signature:	
Officer's Printed Name: **Mike Peacock**		Officer's Printed Name:	
Title: **City Manager**	Date: **76058**	Title:	Date:

[Note: Gray highlighting indicates sections impacted by governmental addendum.]

I. DEFINITIONS

"Agreement" means the Contract for the Supply of Electricity that is subject to these Terms and Conditions.
"ERCOT" means the Electric Reliability Council of Texas, Inc.
"ESI ID" means an Electric Service Identifier designation for a particular TDSP Point of Delivery.
"POLR" means the provider of last resort as designated by the PUCT.
"Power" means all of Buyer's non-residential electricity requirements for each of the Premise(s).
"PUCT" means the Public Utility Commission of Texas.
"Premise" means individually, and "Premises" means collectively, each parcel of real property and improvements identified on Exhibit A.
"REP" means a retail electric provider that is certified by the PUCT.
"Seller Point of Delivery" means the point where Seller's suppliers' conductors are connected to the applicable TDSP's conductors.
"TDSP Point of Delivery" means the point where the applicable TDSP's conductors are connected to Buyer's conductors at or near Buyer's Premise(s).
"TDSP" means a transmission and/or distribution provider under the jurisdiction of the PUCT that owns and maintains a transmission or distribution system for the delivery of energy.
"Term" means the time period during which the Agreement is effective as specified in Article I of the Agreement.
"Terms and Conditions" means these Terms and Conditions for Supply of Electricity.
Capitalized terms not defined in these Terms and Conditions shall have the meaning identified in the Agreement.

II. SUBJECT MATTER AND QUANTITY. During the Term Seller shall sell to Buyer and Buyer shall purchase from Seller all of Buyer's Power for the listed Premises. Seller shall cause delivery of the Power to the applicable Seller Point(s) of Delivery and Buyer shall receive the Power at the ESI ID(s) at the TDSP Point(s) of Delivery. Buyer shall use the Power only at the Premise(s). A Premise may have one or more TDSP Points of Delivery.

III. SECURITY AND CREDIT REQUIREMENTS.
Buyer shall provide the amount of security, if any, stated in Article IV ("Special Provisions") of the Agreement before the Primary Term Start Date. Additionally, if at any time prior to the end of the Agreement Seller later determines in good faith that there has been a material adverse change in Buyer's or Buyer's Parent's credit status or financial condition and/or in electricity market conditions and/or Buyer fails to pay all Charges when due, Seller may demand security (or additional security if initial security was previously provided) from Buyer in an amount and form reasonably acceptable to Seller. Buyer shall provide security to Seller within five (5) business days of such request. Seller shall return the security (and accrued interest, if applicable, at the One Year Treasury Constant Maturity index published by the Federal Reserve Board as of the first auction date after January 1 of the applicable year) less any amounts owed by Buyer under the Agreement, when Seller reasonably determines that such security is no longer necessary.

IV. CALCULATION AND PAYMENT OF CHARGES.
4.1 Seller will invoice Buyer for the Charges listed in Article II ("Charges") of the Agreement for Power delivered to the Premise(s) during each monthly billing cycle of the Term. Buyer shall pay Seller the Charges identified on each invoice by the due date listed in Article III ("Billing") of the Agreement. All past due amounts shall accrue interest at a rate equal to one percent (1%) above the "Prime Rate" published in The Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, unless a lesser amount is required by law, from the date the payment was originally due until paid (including accrued interest).
4.2 Intentionally Deleted.
4.3 Intentionally Deleted.

4.4 (a) Seller reserves the right to allocate measured consumption to the applicable calendar month for any ESI IDs not installed with an interval data recorder ("IDR"), or for IDRs for which IDR information was not received by Seller in a useable format. (b) If, for whatever reason, the proper meter readings are not communicated to Seller by the TDSP in time for Seller to prepare the invoice for the Charges, Seller shall have the right to reasonably estimate the quantity of the electricity consumed and Buyer shall pay the Charges for the estimated amounts subject to any adjustments which may be necessary following the reading. (c) It is recognized by the Parties hereto that ERCOT has established time periods for disputing and/or correcting certain matters related to the settlement of energy charges. Therefore, notwithstanding any other provisions of the Agreement, in the event of a dispute and/or possible correction, relating to the Agreement, which would involve a settlement with ERCOT that is barred by ERCOT (an "ERCOT Barred Issue"), then, to the extent that adjustment or settlement of such matter via the ERCOT energy settlement process cannot occur as a result of it being an ERCOT Barred Issue, the subject statement, invoice, notice or other matter that is at issue under this Agreement may not be adjusted, but only with respect to such ERCOT Barred Issue (d) If, during the term of this Agreement, Buyer's actual monthly usage for two consecutive calendar months materially differs (i.e., increases or decreases by more than 25%) from the monthly contract quantities provided for in this Agreement for each such month, then, upon notice from one Party to the other Party, the Parties agree to (i) work in good faith with one another to reasonably adjust the remaining contract quantities on a forward basis, and (ii) pass through any credits or costs as reasonably determined by Seller associated with effectuating such adjustment. In such event, Buyer may choose whether such credits or costs are passed through (1) as a single amount, or (2) on a monthly basis over the remaining Term.

4.5 Seller, in its sole discretion, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under the Agreement (i) upon expiration or termination of this Agreement for any reason, if Buyer has not executed a replacement agreement with Seller or switched to another electricity provider for the applicable Premise(s), or (ii) at any time thereafter, until Buyer either executes a replacement agreement with Seller or switches to another electricity provider for the applicable Premise(s). In any event, if Seller is ever determined to have been Buyer's electricity supplier for a period after the expiration or termination of the Agreement, then Seller may charge Buyer, as the Contract Price for Power utilized at such Premise(s) during such period, a price per kWh equivalent to Seller's then current "standard list price offer," and the other terms governing such sale shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement.

4.6 (a) If (i) Buyer changes any TDSP Point of Delivery for a Premise to a delivery service voltage level that is different than the voltage level in place for such TDSP Point of Delivery at the time the Agreement became effective, or Buyer changes the existing electric meter at any TDSP Point(s) of Delivery for a Premise to a different size/capacity than the size/capacity in place at the time the Agreement became effective, (ii) Buyer causes the ERCOT Deemed Load Profile Type for any of its Premises to change, or (iii) Seller's cost to serve Buyer under the Agreement is otherwise increased as a result of judicial, governmental, quasi-governmental (e.g., ERCOT) or regulatory action, (including, but not limited to, actions with regard to congestion zones, nodal congestion, carbon cap/tax/trade/remediation, renewable energy sources or standards, etc.), then Seller may adjust the Contract Price under the Agreement in order to reflect the increased cost to Seller of serving Buyer thereunder as a result of any such change(s). Seller shall provide Buyer with written notice of the adjustment to the Contract Price pursuant to this Section 4.6, along with a written explanation of the change that includes the effective date of the adjustment and the circumstances giving rise to the increased cost to Seller. Provided, however, in the event that Seller ever does so adjust the Contract Price under the Agreement pursuant to this Section 4.6, Buyer shall have the right, within thirty (30) calendar days after Seller's notice of such increase in the Contract Price, to terminate the Agreement upon thirty (30) calendar days prior written notice to Seller; provided further, however, in the event that Seller should sustain a loss in liquidating the remaining Power quantities under the Agreement as a result of Buyer exercising such right to terminate the Agreement, Buyer agrees to reimburse Seller the amount equal to the product of (I) the remaining quantities of electricity reflected on Exhibit A-1 after such termination multiplied by (II) the Contract Price minus the then current market value as reasonably determined by Seller. Such amount shall be due and payable on or before the date of Buyer's termination.
(b) During the Agreement Term, Buyer shall not consume electricity at any Premises from any source (including self-generation) except for Power sold by Seller under the Agreement; however, Buyer may consume electricity from emergency generation during power outages at the Premises and for purposes of testing such emergency generation.

V. ADDITION AND REMOVAL OF PREMISES.

5.1 (a) Buyer shall have the limited right to add ESI IDs to, or delete some but not all ESI IDs from, this Agreement. The addition and deletion of ESI IDs will be done without modifying the aggregated quantities of electricity set forth on Exhibit A-1, until the cumulative total quantities of electricity attributable to all such additional and/or deleted ESI ID(s) equal ten percent (10%) of the aggregated quantities originally listed on Exhibit A-1 for the Primary Term of the Agreement (the "Add/Delete Tolerance Range"). Buyer may make a request to add ESI IDs once per business day as a single combined addition request, and Buyer may make a request to delete ESI IDs once per business day as a single combined deletion request. In either such event, in order to initiate either the addition or the deletion of ESI IDs from this Agreement, Buyer shall submit its request to Seller with as much prior notice as is practicable, using Seller's then current form for such request, Seller shall reasonably determine the quantities of electricity that are applicable to each added or deleted ESI ID, and Seller will examine all requests in order to determine whether the request(s) is within the Add/Delete Tolerance Range. There shall not be any "netting" of additions and deletions; each request to either add or delete shall be a separate request. Exhibit A shall be deemed modified to reflect the addition and/or deletion of such ESI IDs. Buyer's sending of a request to Seller to add or delete ESI IDs shall be considered Buyer's authorization to charge the cost of the request, as provided below, once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions.
(b) Once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions, with regard to (i) any future ESI ID addition(s) and (ii) if applicable, any portion of the addition request that caused Buyer to exceed the Add/Delete Tolerance Range, Seller shall have the right to charge Buyer up to the total cost of such request, i.e., the positive amount, if any, calculated as follows: [(the kWh amount of the quantities of electricity attributable to the ESI ID addition request, the "ESI ID Additional Quantities") multiplied by (the then current market based pricing per kWh as reasonably determined by Seller, minus the contract price per kWh according to the Agreement)] (the "ESI ID Addition Payment"). Upon being invoiced by Seller, Buyer shall pay such amount to Seller within twenty (20) calendar days. Exhibits A and A-1 shall be deemed modified to reflect the addition of such ESI IDs and associated electricity quantities. Any ESI IDs and associated ESI ID Additional Quantities added hereunder to this Agreement shall be subject thereafter to the contract pricing, monthly contract usage tolerances and other provisions of this Agreement.
(c) Once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions, then with regard to (i) any future ESI ID deletion(s) and (ii) if applicable, any portion of the deletion request that caused Buyer to exceed the Add/Delete Tolerance Range: (1) In the event a new owner or lessee of a Premise (i) is willing to sign a new Agreement with Seller for such Premise using Seller's then standard form of contract with the same pricing as this Agreement , (ii) is deemed creditworthy in Seller's reasonable opinion, and (iii) the new owner or lessee and Seller can legally enter into such Agreement in accordance with the rules and regulations of the PUCT, then, provided that such new Agreement is fully executed between the new owner or lessee and Seller, the Premise (and the associated ESI IDs and electricity quantities) will be deleted from this Agreement and Buyer will not owe any compensation to Seller with respect to such deletion (a "Premise Buyout"); otherwise, (2) Seller shall have the right to charge Buyer up to the total cost of such request, i.e., the positive amount, if any, calculated as follows: [(the kWh amount of the quantities of electricity attributable to the ESI ID deletion request, the "ESI ID Liquidated Quantities") multiplied by (the Contract Price per kWh that Buyer would have paid for the ESI ID Liquidated Quantities through the end of the Agreement Term according to this Agreement, minus ninety-five percent (95.0%) of the then current market value as reasonably determined by Seller)] (the "ESI ID Liquidation Payment"). Upon being invoiced by Seller, Buyer shall pay the amount of the ESI ID Liquidation Payment to Seller within twenty (20) calendar days.
In either event, Exhibits A and A-1 shall be deemed modified to reflect the deletion of such ESI IDs and associated electricity quantities.

VI. REMEDIES UPON TERMINATION.
6.1 A material breach of the Agreement includes: (a) the failure of either Party to make any payment due to the other Party pursuant to the terms of the Agreement and such failure is not cured within ten (10) calendar days following written notice of such failure describing the breach in reasonable detail; (b) the failure of a Party to comply with any other material term of the Agreement when such failure is not cured within thirty (30) calendar days following written notice of such failure describing the breach in reasonable detail; (c) a Party becomes or declares that it is bankrupt, or becomes or declares that it is the subject of any proceedings, or takes any action whatsoever, relating to its bankruptcy or liquidation, or is not generally paying its debts as they become due; (d) Buyer enters into another electricity supply agreement for any Premise(s) with another REP that covers any period during the Agreement Term; (e) Buyer sells, leases, closes or otherwise conveys or assigns any of the Premises, except as allowed under Article IV ("Special Provisions") of the Agreement, Article V ("Addition and Removal of Premises") or Section 12.2 ("Assignment") hereof; (f) Buyer's total monthly usage ever decreases to a de *minimis* amount or fails to exceed a de *minimis* amount for reasons other than Force Majeure or Seller's breach; (g) any representation of a Party hereunder is not true and correct in all material respects as of the date this Agreement is entered into; or (h) the failure of Buyer to timely pay security to Seller as may be required hereunder. In the event of a material breach of the Agreement by either Party, the non-breaching Party may, in its sole discretion, and without prejudice to any other rights under the Agreement, at law or in equity, immediately terminate the Agreement.

6.2 (a) If Seller terminates the Agreement due to a material breach by Buyer, (i) Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered hereunder, except as may be prohibited by law, and (ii) within thirty (30) calendar days following such termination, Buyer shall pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such material breach and termination, and all amounts Buyer owes Seller with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (I) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 ("the **Remaining Quantities**") multiplied by (II) the Contract Price under the Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement.

(b) If Buyer terminates the Agreement due to a material breach by Seller, (i) Buyer shall have the right to select any other REP as its electricity provider, and (ii) within thirty (30) calendar days following such termination, Seller shall pay or credit Buyer, in addition to all reasonable direct costs and expenses incurred by Buyer as a result of such material breach and termination, the positive amount, if any, calculated as follows: the product of (A) the Remaining Quantities multiplied by (B) the sum of (I) the lesser of (1) the then current market value of a kWh as reasonably determined by Seller, (2) the price offered by the POLR, or (3) any REP's standard list price offer(or equivalent or similar pricing), minus (II) the Contract Price.

VII. FORCE MAJEURE. If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the claiming Party (other than the obligations to pay any amounts arising prior to the Force Majeure event) shall be suspended, for the duration of such Force Majeure event, to the extent made necessary by such Force Majeure event. The term "Force Majeure" shall mean any act or event that is beyond the claiming Party's control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the TDSP to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure that affects Seller's suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible, and shall take all reasonable measures to reduce as much as practicable the duration of such Force Majeure event. Force Majeure shall not include (a) the opportunity for Seller to sell the electricity to be sold under the Agreement to another party at a higher price than that set forth in the Agreement, (b) the opportunity for Buyer to purchase electricity for its Premise(s) from another party at a lower price than that set forth in the Agreement, or (c) the inability of either Party to pay its obligations under the Agreement or any other of its obligations or debts as they become due.

VIII. WARRANTIES AND LIMITATIONS OF LIABILITIES.
8.1 SELLER HEREBY WARRANTS TO BUYER THAT AT THE TIME OF DELIVERY OF ELECTRICITY HEREUNDER IT WILL HAVE GOOD TITLE AND/OR THE RIGHT TO SELL SUCH ELECTRICITY, AND THAT SUCH ELECTRICITY WILL BE FREE AND CLEAR OF ALL LIENS AND ADVERSE CLAIMS. TITLE WILL PASS TO BUYER AT THE TDSP POINT OF DELIVERY. **EXCEPT AS PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 8.1, SELLER**

EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND BUYER WAIVES ALL SUCH WARRANTIES.

8.2 UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY OF A PARTY TO THE OTHER PARTY UNDER THE AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED IN THIS PARAGRAPH ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE OF THE DAMAGES, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL AND INTENTIONAL MISCONDUCT OF ANY PARTY, OR TO DAMAGES COVERED BY ANY INDEMNIFICATION UNDER ARTICLE XI BELOW.

IX. NOTICES. All notices required or permitted under the Agreement shall be in writing and shall be deemed to be delivered (a) when (i) deposited in the United States mail (first class as to all notices other than disconnection, termination and/or material breach notices, and registered or certified as to all disconnection, termination and/or material breach notices), postage prepaid; or (ii) deposited with an overnight delivery service, prepaid, to Buyer's address or Seller's address as shown at the beginning of the Agreement, or to such address as either Party may from time to time designate as its address for notices hereunder, or (b) in the case of hand delivery, when delivered to a representative of either Party by or on behalf of the other Party.

X. APPLICABLE LAW AND REGULATIONS.

10.1 The applicable Tariff(s) for Retail Delivery Service (the "Tariff") of the appropriate TDSP(s) serving Buyer's Premise(s) is incorporated herein to the same extent as if fully set forth herein.

10.2 The Agreement is subject to, and both Parties agree to obey and comply with, all applicable laws, regulations, rules and orders. **However, notwithstanding the foregoing, both Parties agree that, to the fullest extent allowed by law, (i) it is their intention to agree to terms and conditions different from those set forth in the "Customer Protection Rules for Retail Electric Service" as amended, or as may be amended in the future (the "Customer Rules") currently beginning with Section 25.471 of the PUCT's Substantive Rules Applicable to Electric Service Providers; (ii) in the event that there is any conflict between the terms contained in the Agreement and the Customer Rules, the Agreement shall control; and (iii) the Parties expressly acknowledge that certain terms and conditions addressed in the Customer Rules may not be provided for or referred to in the Agreement, and, in such event, it is the intent of the Parties that such terms and conditions are not applicable to the Parties.**

10.3 In the event a judicial, governmental, regulatory, or quasi-governmental decision or order, new law or regulation, or a change in law or regulation (i) renders illegal or unenforceable the pricing (or components thereof) under the Agreement, or (ii) materially and directly adversely affects a Party's ability to perform its material obligations under the Agreement to the extent that the performance of such obligations would be illegal or unenforceable, then (except as to those events covered by Section 4.6 (a) hereof) the Party that is adversely affected shall have the right to notify the other Party, within forty-five (45) calendar days after becoming aware of such detrimental change. Upon any such notification, the Parties shall use commercially reasonable efforts to negotiate a modification of the Agreement so as to mitigate the impact of the event. If, after thirty (30) calendar days beyond the date of notice, the Parties have been unable to negotiate a mutually satisfactory modification to the terms of the Agreement, the adversely affected Party shall have the right to terminate the Agreement upon ten (10) calendar days prior written notice to the other Party, given within sixty (60) calendar days after the date of the original notice hereunder. In the event of such a termination, the Parties agree to settle as follows: (a) if Seller is the terminating Party, then if the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities (as defined in Section 6.2(a) above is greater than the Contract Price, Seller shall pay to Buyer the product of (i) the Remaining Quantities multiplied by (ii) such market value minus the Contract Price; (b) if Buyer is the terminating Party, then in the event the Contract Price is more than the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities, then Buyer shall pay to Seller the product of (i) the Remaining Quantities multiplied by (ii) the Contract Price minus such market value; provided, however, if the detrimental change results in both Parties being an adversely affected Party entitled to terminate the Agreement pursuant to this Section 10.3, then in the event of a termination under this Section 10.3, there shall be no settlement payment from one Party to the other with regard to the remaining unused Power quantities.

XI. INDEMNIFICATION.

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under the Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Buyer, its parent company and all of its affiliates, and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under the Agreement.

XII. MISCELLANEOUS.

12.1 UCC. THE PARTIES AGREE THAT THE PROVISIONS OF ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) SHALL APPLY TO THE AGREEMENT AND ALL TRANSACTIONS THEREUNDER, IRRESPECTIVE OF WHETHER SUCH TRANSACTIONS ARE DEEMED TO BE A SALE OF GOODS OR THE PROVIDING OF A SERVICE; HOWEVER, IN THE EVENT OF A CONFLICT, THE TERMS AND PROVISIONS OF THE AGREEMENT SHALL CONTROL OVER THOSE CONTAINED IN THE UCC. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL IMPLIED RIGHTS RELATING TO FINANCIAL ASSURANCES ARISING FROM SECTION 2-609 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) OR APPLICABLE CASE LAW APPLYING SIMILAR DOCTRINES, ARE HEREBY WAIVED.

12.2 Assignment. Neither Party may assign the Agreement in whole or in part without first obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld; provided that (i) Seller may assign the Agreement to any REP without obtaining Buyer's prior consent and (ii) Seller will not withhold its consent if Buyer makes assignment to a party who in Seller's reasonable opinion is creditworthy. Any assignment of the Agreement by Buyer must be in conjunction with a conveyance of legal title to all of the Premises to a single entity. The Agreement shall inure to and be binding upon the Parties hereto, and their respective successors and assigns; provided that, if a Party makes a valid assignment of the Agreement, the other Party hereby agrees that the assigning party is released from its future obligations under the Agreement.

12.3 Entirety of Agreement. The Parties each acknowledge that they are relying on their own judgment and it is the intention that the Agreement (i) shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and (ii) supersedes, and the Parties hereby expressly disclaim any reliance upon, all prior discussions and agreements between the Parties hereto, whether written or oral, as to the subject Premise(s). Both Parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. The Agreement may not be modified or amended except in writing, duly executed by the Parties hereto.

12.4 Waiver of Rights. A waiver by either Party of any breach of the Agreement, or the failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

12.5 Third Party Beneficiary/Rights. Nothing in the Agreement shall create, or be construed as creating, any express or implied benefits or rights in any person or entity other than the Parties.

12.6 Survival. No termination or cancellation of the Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to pay for Power consumed, obligations for any breaches of contract, and obligations of indemnity.

12.7 Confidentiality. Seller and Buyer agree to keep all terms and provisions of the Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders as may be reasonably necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall resist disclosure through all reasonable means and shall immediately notify the other Party to allow it the opportunity to participate in such proceedings.

12.8 Forward Contract. The Agreement constitutes a "forward contract" as defined in Section 101(25) of the U.S. Bankruptcy Code ("Bankruptcy Code"). The Parties agree that (i) Seller is a "forward contract merchant" as defined in Section 101(26) of the Bankruptcy Code, (ii) the termination rights of the Parties will constitute contractual rights to liquidate transactions, (iii) any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code, and (iv) Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code shall apply to the Parties.

12.9 Representations and Warranties. Buyer hereby represents and warrants to Seller as follows: (a) Buyer is legally authorized to change the REP for all of the Premises, (b) Buyer's execution and delivery of this Agreement does not, and the performance by Buyer of its obligations hereunder will not, violate any contract or agreement to which Buyer is a party or pursuant to which its assets are bound, and (c) this Agreement is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Upon execution of the Agreement, Buyer authorizes Seller to become Buyer's REP for the Agreement Term as to the Premise(s) covered by this Agreement and to act as Buyer's agent for the sole purpose of effecting any such change in REP, if necessary. If any of Buyer's representations or warranties hereinabove are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall indemnify, defend and hold Seller harmless from and against any third party claims (and related costs and expenses) arising out of or relating thereto.

12.10 Further Assurances. Buyer and Seller agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party, which are not inconsistent with the provisions of the Agreement and which do not involve the assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

12.11 Headings. The headings included throughout the Agreement are inserted solely for convenience and reference purposes only and shall not be construed or considered in interpreting any terms or provisions of the Agreement.

12.12 Severability. If any provision in the Agreement is determined to be invalid, void, or unenforceable by any governmental authority having jurisdiction, then such determination will not invalidate, void, or make unenforceable any other provision or covenant in the Agreement.

12.13 Applicable Law. ALL AGREEMENTS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES WHICH OTHERWISE MIGHT BE APPLICABLE. THE PARTIES RECOGNIZE THAT THE AGREEMENTS ARE PERFORMABLE IN PART IN DALLAS COUNTY.

12.14 Dispute Resolution. PURSUANT TO THE FEDERAL ARBITRATION ACT, THE PARTIES HEREBY AGREE THAT ANY CONTROVERSY, CLAIM OR ALLEGED BREACH, INCLUDING BUT NOT LIMITED TO TORTS AND STATUTORY CLAIMS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE NEGOTIATION OF THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED UNDER THE AMERICAN ARBITRATION ASSOCIATION ("AAA") COMMERCIAL ARBITRATION RULES. DEMAND FOR ARBITRATION MUST BE MADE NO LATER THAN THE TIME THAT SUCH ACTION WOULD BE PERMITTED UNDER THE APPLICABLE TEXAS STATUTE OF LIMITATION. ANY DISPUTES REGARDING THE TIMELINESS OF THE DEMAND FOR ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR(S). JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF IN ORDER TO OBTAIN COMPLIANCE THEREWITH. ANY CASE IN WHICH ANY CLAIM, OR COMBINATION OF CLAIMS, EXCEEDS $500,000 WILL BE DECIDED BY THE MAJORITY OF A PANEL OF THREE (3) NEUTRAL ARBITRATORS. IN RENDERING THE AWARD, THE ARBITRATOR(S) WILL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES ACCORDING TO THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES). ANY DISCOVERY IN ADVANCE OF THE ARBITRATION HEARINGS SHALL BE CONDUCTED CONSISTENT WITH THE DISCOVERY PERMITTED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE; PROVIDED, HOWEVER, EACH PARTY SHALL BE ENTITLED TO: NO MORE THAN 5 DEPOSITIONS OF NO MORE THAN 5 HOURS EACH PER SIDE, NO MORE THAN 1 WRITTEN SET OF NO MORE THAN THIRTY (30) INTERROGATORIES, AND NO MORE THAN FIFTY (50) REQUESTS FOR PRODUCTION, UNLESS THE MAJORITY OF THE ARBITRATORS GRANT THE PARTIES THE RIGHT TO ADDITIONAL DISCOVERY. THE ARBITRATION PROCEEDINGS AND HEARINGS WILL BE CONDUCTED IN DALLAS, TEXAS OR AT SUCH OTHER PLACE AS MAY BE SELECTED BY MUTUAL AGREEMENT. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES (INCLUDING ATTORNEY FEES), AS WELL AS AN EQUAL SHARE OF THE ARBITRATORS' FEES AND ADMINISTRATIVE FEES OF ARBITRATION. NO PARTY OR ARBITRATOR(S) MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES.

12.15 Contract Execution; Counterparts; Original Documents. Each Party agrees that this Agreement, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered by facsimile or other electronic transfer in multiple counterparts, each of which will be as binding on the Party or Parties as an original document. Each Party understands and agrees that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.

GOVERNMENTAL ADDENDUM TO THE CONTRACT FOR SUPPLY OF ELECTRICITY

TXU energy

I. The following new definitions are hereby added to Section I of the Terms and Conditions, to be inserted in alphabetical order, as applicable:

"Code" means the following:

For local governmental entities, Texas Local Government Code, Title 8, Chapter 271, Subchapter I, Sections 271.151 through 271.160, and any amendments thereto; and

For state governmental entities, Texas Government Code, Title 10, Chapter 2260, and any amendments thereto.

"Covered Contract" means the following:

For local governmental entities, a "Contract subject to this subchapter," as such phrase is defined in Section 271.151(2) of the Code; and

For state governmental entities, a "Contract," as such phrase is defined in Section 2260.001(1) of the Code.

II. Section 4.1 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

Seller will invoice Buyer for the Charges listed in Article II ("Charges") of the Agreement for Power delivered to the Premise(s) during each monthly billing cycle of the Term. Following receipt of such invoice, Buyer shall pay Seller the Charges identified on each invoice on or before the end of the time period listed in Article III ("Billing") of the Agreement. Buyer shall notify Seller in writing on or before the due date if Buyer is withholding payment of any disputed portion of the Charges and shall include a list of specific reasons for the dispute; provided, however, that the undisputed portions of the Charges shall remain due and payable on the due date. If Buyer gives such notice of dispute, the Parties shall pursue diligent, good faith efforts to resolve the dispute during the thirty (30) calendar days following Seller's receipt of the notice. Any amount found payable (including interest) shall be paid within fifteen calendar days of the dispute being resolved. If the Parties are unable to resolve the dispute during the thirty (30) day period and it is subsequently determined that Buyer should pay Seller all or part of the disputed amount, Seller may require that Buyer pay interest on such past due amount from the date such payment was originally due until the same is paid. All past due amounts shall accrue interest at a rate equal to the lesser of (i) one percent (1%) above the "Prime Rate" as published on the first business day of July of Buyer's preceding fiscal year that does not fall on a Saturday or Sunday in the Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (ii) the highest rate allowed by law, from the date the payment was originally due until paid (including accrued interest).

III. Section 4.5 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

4.5 If, upon expiration or termination of the Agreement for any reason, Buyer fails either to switch to another retail electric provider or execute a replacement agreement with Seller, then, until Buyer either executes a replacement agreement with Seller or switches to another provider for the applicable Premise(s), Seller may charge Buyer, as the Contract Price for Power utilized at such Premises after expiration or termination of the Agreement, a price per kWh equivalent to Seller's then current "standard list price offer," and the other terms governing such sales shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement. Provided further, however, in the event that after such termination or expiration Buyer should fail to make payment due to Seller or provide security after notice and opportunity to pay/provide, Seller, in its sole discretion and at whatever time chosen by Seller, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under such Agreement, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service for the non-payment of amounts that are subject to a bona fide dispute.

IV. The following Section 4.7 shall be added to Article IV of the Terms and Conditions:

4.7 If Buyer notifies Seller in writing of a justifiable concern regarding the accuracy of an invoice, Seller will make the records in its possession that are reasonably necessary to verify the accuracy of the bill available to Buyer during normal business hours. It is understood and agreed that such information and records provided under this Section 4.7 constitute Seller's proprietary and confidential information, the release of which could hinder or harm Seller's competitive position; therefore, such information and records are not intended to be subject to disclosure under the Texas Public Information Act (TPIA) and shall not be released by Buyer, unless (a) otherwise determined by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses information or records provided by Seller under this Section 4.7, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge is finally denied. All information and records provided hereunder constitute Seller's property and such information, records, and copies thereof, as well as all notes taken therefrom, shall be returned to Seller promptly after the resolution of the concerns regarding the accuracy of the invoice.

V. The following Section 4.8 shall be added to Article IV of the Terms and Conditions:

4.8 Buyer represents and warrants that as a political subdivision or agency of the State of Texas, it is exempt from state sales taxes pursuant to Section 151.309 of the Texas Tax Code. Seller may request a certificate of exemption from Buyer, and Buyer shall provide such certificate within a reasonable period of time. Thereafter, Seller, to the extent that it is not required to collect or pay such taxes, will not flow through the costs of such taxes hereunder to Buyer.

VI. Section 6.2(a) of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

6.2(a) If Seller terminates the Agreement due to a Material Breach by Buyer, Buyer shall, within thirty (30) calendar days of receipt of Seller's invoice following such termination, pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such Material Breach and termination, and all amounts Buyer owes Seller under the Agreement with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (I) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 (the "Remaining Quantities") multiplied by (II) the Contract Price under such Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement. In addition, if the termination was pursuant to Section 6.1(a) or (h) above due to Buyer's Material Breach in failing to make payment due to Seller or provide security after the requisite notice and opportunity to cure, Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered hereunder, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service (i) for the non-payment of amounts that are subject to a bona fide dispute, (ii) prior to termination of the Agreement, or (iii) for a termination of the Agreement due to a Material Breach other than non-payment or failure to provide security.

VII. The following Sections 6.3 and 6.4 shall be added to Article VI of the Terms and Conditions:

6.3 The Parties agree that if (i) Buyer is unable to allot or appropriate sufficient funds for Buyer's fiscal year(s) that follow the initial fiscal year of the Agreement Term to continue the purchase of the total quantity of electricity covered by the Agreement, and (ii) otherwise has no legally available funds for the purchase of electricity, Buyer may terminate the Agreement at the end of Buyer's then current fiscal year by (a) giving Seller ninety (90) calendar days written notice to Seller and (b) enclosing therewith a sworn statement that the foregoing conditions exist. In this sole event, Buyer shall not be obligated to make contract payments under the Agreement beyond the end of the then current fiscal year. Notwithstanding the foregoing, Buyer covenants and represents to Seller that upon the execution of the Agreement (a) Buyer has budgeted and has available sufficient funds to comply with its obligations under the Agreement for the current fiscal year, (b) there are no circumstances presently affecting Buyer that could reasonably be expected to adversely affect its ability to budget funds for the payment of all sums due under the Agreement, (c) Buyer believes that funds can be obtained in amounts sufficient to make all contract payments during the full Agreement Term and intends to make all required contract payments for the full Agreement Term, (d) Buyer covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which contract payments may be made, specifically, including in its annual budget requests amounts sufficient to make contract payments for the full Agreement Term, (e) Buyer will not give priority in the appropriation of funds for the acquisition or use of additional energy services, (f) if any funds are appropriated for electricity costs, such funds shall be applied first to the cost of electricity to be provided pursuant to the Agreement and that any such funds shall not be used to pay for electric power from any other electric power provider for the accounts covered in the Agreement, and (g) Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. As of the termination date of the Agreement under this

Section 6.3, Seller shall have no further duty to supply electricity to Buyer under such Agreement and Buyer shall move service for Buyer's Premises to another REP or the POLR on the date of termination for non-appropriation.

6.4 If Buyer uses its inherent powers as a governmental entity under the provisions of Articles VII, X, or in any other manner to circumvent the intent or terms and provisions of the Agreement, Buyer shall be responsible for contract damages caused by such action.

VIII. Section 8.2 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. ANY PAYMENT TO WHICH SELLER IS ENTITLED UNDER THE AGREEMENT SHALL CONSTITUTE A BALANCE DUE AND OWED UNDER THE AGREEMENT.

IX. Article X of the Terms and Conditions is hereby amended for local and state governmental entities to add a new Section 10.4 to read in its entirety as follows:

10.4 The Parties hereby acknowledge and agree that this Agreement is a Covered Contract subject to all provisions of the Code (unless preempted by other applicable law), that Buyer is either a local governmental entity or a unit of state government, each as defined in the Code, with the authority to enter into the Agreement, and that the Agreement will be properly approved and executed. By signing and entering into this Contract, Seller verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

X. Article XI of the Terms and Conditions shall be retitled "Responsibility" and Sections 11.1 and 11.2 thereof shall be deleted in their entirety and replaced with the following:

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to the full extent allowed by law, to and shall hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (collectively referred to "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under the Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall hold harmless Buyer, its officials, associates, employees, servants, and agents (collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under the Agreement.

XI. The following shall be added to the end of Section 12.4 of the Terms and Conditions:

Except to the extent necessary to enforce Seller's rights under the Agreement and to the extent allowed by law, including but not limited to the Code, nothing in the Agreement shall constitute or be interpreted to constitute a waiver of Buyer's statutory and common-law immunity defenses, including sovereign and/or governmental immunity and qualified and/or official immunity; it being intended that such immunities shall in all respects be preserved except as otherwise provided herein.

XII. Sections 12.6 and 12.7 of the Terms and Conditions shall be deleted in their entirety and replaced with the following:

12.6 **Survival.** No termination or cancellation of the Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to hold harmless, obligations to pay for electricity taken, and obligations for any breaches of contract.

12.7 **Confidentiality.** Seller acknowledges that Buyer is a governmental body that is subject to the TPIA,, which requires Buyer to release upon request any information that is defined as public absent a ruling from the Texas Attorney General's Office. Subject to the TPIA or any other court order, rule or regulation requiring disclosure, Buyer agrees to keep all terms and provisions of the Agreement, and any information and records in Buyer's possession that are provided under the Agreement, confidential and not to disclose the terms of the same to any third parties without the prior written consent of Seller. It is understood and agreed that the foregoing constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position, and therefore is not intended to be subject to disclosure under the TPIA and shall not be released by Buyer, unless (a) determined otherwise by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses the foregoing information, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge has been finally denied.

XIII. The last sentence of Section 12.9 of the Terms and Conditions shall be deleted and replaced with the following:

Buyer hereby further represents and warrants to Seller that (a) Buyer is authorized by statute or the constitution to enter into this Agreement, (b) the Agreement has been properly approved and executed, and (c) Buyer's governing body meets more frequently than once per month and will continue to do so throughout this Agreement Term. If any of Buyer's representations or warranties are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall bear full responsibility for all resulting costs and damages.

XIV. Section 12.14 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

For state governmental entities: Unless preempted by other applicable law, the dispute resolution process provided for in the Code shall be used by Buyer and Seller to resolve any dispute arising under the Agreement. The dispute resolution process provided for in the Code shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Seller under the Agreement. If Seller's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in the Code. To initiate the process, Seller shall submit written notice, as required by subchapter B of the Code, to Buyer in accordance with the notice provisions in the Agreement. Compliance by Seller with the Code is a condition precedent to the filing of a contested case proceeding under the Code.

The contested case process provided in the Code is Seller's sole and exclusive process for seeking a remedy for an alleged breach of the Agreement by Buyer if the Parties are unable to resolve their disputes in the ordinary course of business. Compliance with the contested case process provided in the Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of this Agreement by Buyer nor any other conduct of any representative of Buyer relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For local and county governmental entities: **[Intentionally Deleted]**

XV. A new Section 12.16 of the Terms and Conditions is hereby added to read in its entirety as follows:

12.16 **Attorneys' Fees.** In any litigation to enforce the terms of this Agreement, the prevailing party is entitled to recover its reasonable and necessary attorneys' fees from the non-prevailing party.

[End of Addendum]

Exhibit A – Point of Delivery Listing

Legal Name: City of Joshua

Quote: S0423808

TDSP	ESI ID	ESI ID Address	Congestion Zone	Meter Cycle	Special Start Date	Special End Date	Profile	Meter Type	Standing Charge	ESI Peak KW
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008808382	101 S MAIN ST JOSHUA TX 76058-3302	North	05			BUSNODEM	NIDR	$0.00	5
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000261147	831 N MAIN ST JOSHUA TX 76058-4701	North	08			BUSNODEM	NIDR	$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008274712	200 SANTA FE ST DEPT FIRE JOSHUA TX 76058-3262	North	08			BUSLOLF	NIDR	$0.00	14
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006992965	804 SILVERBROOK DR SAGINAW TX 76179-0935	North	11			RESHIWR	NIDR	$0.00	17
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720005466720	JOSHUA STLG-P LED 0-55 W STLG JOSHUA TX 76058-0000	North	08			NMLIGHT	NIDR	$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720003270506	102 S MAIN ST JOSHUA TX 76058-3301	North	08			BUSMEDLF	NIDR	$0.00	20
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009561894	531 COOPER LN JOSHUA TX 76058-3181	North	03			BUSNODEM	NIDR	$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720003270320	00104 W 12TH ST JOSHUA TX 76058	North	05			BUSLOLF	NIDR	$0.00	14
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004139047	JOSHUA STLG-C LED 0-55 JOSHUA TX 76058-0000	North	08			NMLIGHT	NIDR	$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004416240	@STREET LIGHTS JOSHUA TX 76058	North	08			NMLIGHT	NIDR	$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720005182248	102 S MAIN ST JOSHUA TX 76058-3301	North	08			NMLIGHT	NIDR	$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006000986	@STREET LIGHTS JOSHUA TX 76058	North	08			NMLIGHT	NIDR	$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006065869	102 S MAIN ST JOSHUA TX 76058-3301	North	08			BUSLOLF	NIDR	$0.00	16
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006549722	100 SANTA FE ST UNIT SHLTR JOSHUA TX 76058-3224	North	08			BUSLOLF	NIDR	$0.00	35
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008369076	105 S MAIN ST JOSHUA TX 76058-3302	North	05			BUSNODEM	NIDR	$0.00	15
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008850860	100 W 10TH ST JOSHUA TX 76058	North	08			BUSNODEM	NIDR	$0.00	6
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009225699	100 SANTA FE ST JOSHUA TX 76058-3224	North	08			BUSNODEM	NIDR	$0.00	3

ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009373166	101 S MAIN ST JOSHUA TX 76058-3302	North	05			BUSLOLF	NIDR	$0.00	60

Total Number of Points of Delivery = 18

Total Peak kW = 205

Total Monthly Standing Charges = $0.00

ESI ID ACKNOWLEDGEMENT

Buyer represents and warrants that each and every ESI ID and Premise listed in this Exhibit A primarily serves Buyer's commercial non-residential purposes, and that all information listed therein (including the Monthly Contract Usage Quantities on Exhibit A-1) is accurate and correct. Buyer agrees to bear all responsibility, liability, and associated costs with regard to (i) the foregoing representation and warranty, as well as (ii) any missing ESI IDs not listed in Exhibit A, and/or ESI IDs erroneously listed on Exhibit A.

In the event this Exhibit A contains temporary placeholder ESI ID numbers (typically denoted by "TPH" at the beginning of the ESI ID number) for contracted future Buyer ESI IDs, then (i) Buyer shall give Seller at least thirty (30) days prior written notice of the date that each such ESI ID will be energized as a Buyer ESI ID (i.e., when Buyer will begin utilizing the applicable facility located at Buyer's Premise), (ii) Seller will not be obligated to serve any such ESI ID under the Agreement until, at the earliest, after the expiration of at least thirty (30) days after Buyer's written notice has been given to Seller, and (iii), in any event, Buyer's giving, or failure to give, timely notice to Seller shall not affect Buyer's obligation, under the Agreement, to be responsible for all volumes contracted for under the Agreement as reflected on Exhibit A-1.

Exhibit A-1 – Monthly Contract Quantities

Legal Name: City of Joshua

Quote: S0423808

Total Contract kWh: 1,607,501

Period*	Contract Quantities (kWh)
6/1/2024	21,520
7/1/2024	30,560
8/1/2024	31,428
9/1/2024	28,068
10/1/2024	25,183
11/1/2024	20,814
12/1/2024	29,620
1/1/2025	29,969
2/1/2025	32,041
3/1/2025	22,014
4/1/2025	21,526
5/1/2025	22,667
6/1/2025	27,845
7/1/2025	30,560
8/1/2025	31,428
9/1/2025	28,068
10/1/2025	25,183
11/1/2025	20,814
12/1/2025	29,620
1/1/2026	29,969
2/1/2026	32,041
3/1/2026	22,014
4/1/2026	21,526
5/1/2026	22,667
6/1/2026	27,845
7/1/2026	30,560
8/1/2026	31,428
9/1/2026	28,068
10/1/2026	25,183
11/1/2026	20,814
12/1/2026	29,620
1/1/2027	29,969
2/1/2027	32,041
3/1/2027	22,014
4/1/2027	21,526
5/1/2027	22,667
6/1/2027	27,845
7/1/2027	30,560
8/1/2027	31,428
9/1/2027	28,068
10/1/2027	25,183
11/1/2027	20,814

12/1/2027	29,620
1/1/2028	29,969
2/1/2028	32,041
3/1/2028	22,014
4/1/2028	21,526
5/1/2028	22,667
6/1/2028	27,845
7/1/2028	30,560
8/1/2028	31,428
9/1/2028	28,068
10/1/2028	25,183
11/1/2028	20,814
12/1/2028	29,620
1/1/2029	29,969
2/1/2029	32,041
3/1/2029	22,014
4/1/2029	21,526
5/1/2029	22,667
6/1/2029	5,150

Total Number of Periods = 61

* The first and/or last period(s) may reflect partial month volumes based on beginning and ending meter read cycles

City Council
December 16, 2021

Agenda Item: Rezone (Action Item)

Agenda Description:

Conduct a public hearing and consider approval for a rezone regarding a 0.564 acre of land known as Tracts 92, 92A, & 90A, in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located at 218 E. 8th Street, 220 E. 8th Street and a portion of 119 N. Broadway Street to change from (R1) Single Family Residential District to the (C1) Restricted Commercial District to allow for the construction of a future commercial site.

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

Background Information:

HISTORY: The subject property has been used as single family residential property.

ZONING: This property is zoned (R1) Single Family Residential District.

ANALYSIS: The proposed development of this property is to allow for the property to be platted as one lot for the construction of a commercial site.

ENGINEERING RELATED ISSUES: This development will be required to submit engineered construction plans and will also be required to final plat, the City has agreed that these matters may be part of the construction and platting review process.

RECOMMENDATION: The proposed request is consistent with the Future Land Use Plan. The Planning and Zoning Commission has recommended approval of the rezone on December 06, 2021.

Financial Information:

Only cost associated with the zoning change request is the publication expense and mailing of public hearing notices to property owners within 200 ft. as required by law.

City Contact:

Aaron Maldonado, Development Services Director

Attachments:

1) Rezone Application
2) Request Letter
3) Legal Description
4) Vicinity Map
5) Aerial Map
6) Survey Map
7) Ordinance

City of Joshua Development Services Universal Application

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

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

PROJECT INFORMATION

Project Name: 8TH ST. REZONE

Project Address (Location): 218 E. 8th St; 220 E. 8th St.; 119 N. BROADWAY ST (PORTION)

Existing Zoning: R-1 Proposed Zoning: C1

Existing Use: SINGLE FAMILY & RAW LAND Proposed Use: RETAIL/QSR

Existing Comprehensive Plan Designation: COMMERCIAL Gross Acres: ± 0.58

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: RYAN JORDAN Company: GMC PURSUIT JV, LLC

Address: 7557 RAMBLER ROAD #970 Tel: 214.379.1040 Fax:

City: DALLAS State: TX ZIP: 75231 Email:

Property Owner: PATT MAYFIELD ENTERPRISES INC. Company: PATT MAYFIELD ENTERPRISES INC.

Address: 1113 COTTONWOOD COURT Tel: Fax:

City: CLEBURNE State: TX ZIP: 76033 Email: PATTMAYFIELD@GMAIL.COM

Key Contact: RYAN JORDAN Company: GMC PURSUIT JV, LLC

Address: 7557 RAMBLER ROAD, #970 Tel: 214.379.1040 Fax:

City: DALLAS State: TX ZIP: 75231 Email:

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

SIGNATURE: Patt Mayfield
(Letter of authorization required if signature is other than property owner)

Print or Type Name: PATT MAYFIELD

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

Given under my hand and seal of office on this 1st day of Nov 2021

Lydia Jaremko
Notary Public

LYDIA KAY JAREMKO
Notary Public, State of Texas
Comm. Expires 06-19-2022
Notary ID 128305332

NOTARY PUBLIC STATE OF TEXAS

Signature Lydia Jaremko Date: 11/1/21

For Departmental Use Only

Case No.: PZ2021-09

Project Manager:

Total Fee(s): 500-

Check No: 4 GMC

Date Submitted: 11-10-21

Accepted By: [signature]

Date of Complete Application ______

November 2, 2021

Nora Fussner

City of Joshua

nfussner@cityofjoshuatx.us

RE: Rezone Request for Southwest corner of Hwy 174 and 8th St

To Whom It May Concern:

We are writing to request that the City of Joshua grant us a rezone from residential to C-1 for 4 parcels of land we are buying at the SWC of 8th St & Hwy 174. C-1 Zoning is consistent with other similar parcels in this area. Furthermore, our request is consistent with the City's Future Land Use Plan. Although we do not have a particular business in mind for the property, we envision restaurant, retail, office, medical or a mix thereof. Attached hereto is a conceptual site plan for review.

Thank you very much for your consideration.

Kind regards,

Brian Waxler

GMC Pursuit JV, LLC

Being a 0.564 acre tract in the W.W. Byers Survey, Abstract No. 29, in Johnson County, Texas; being out of and a portion of that certain called 1.147 acre tract described in Instrument to Patt Mayfield Enterprises, Inc., recorded in Volume 3450, Page 68 Deed Records, Johnson County Texas (D.R.J.C.T.)., said tract being further described as all of Tract 92, all of Tract 92A, and a portion of Tract 90A, as shown on Johnson County Tax Maps, said 0.564 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south right-of-way of East 8th Street, asphalt surface, the north line of said 1.147 acre tract, for the northeast corner of Tract 92A and the herein described tract, from which a set 1/2" capped iron rod stamped "Texas Surveying, Inc." for the intersection of the south right-of-way of said East 8th Street with the west right-of way of State Highway 174, also known as Broadway Street, being the northeast corner of said 1.147 acre tract bears S 88°25'10" E, 128.17 feet;

THENCE S 00°33'52" E, 196.97 feet, over and across said 1.147 acre tract, to a point in the south line of said 1.147 acre tract, being the north line of a 2.44 acre tract described in Instrument to Nathaniel Mayfield, recorded in Clerk File No. 2012-27070, D.R.J.C.T., for the southerly southeast corner of said Tract 90A and the herein described tract, from which a found 1/2" capped iron rod in the west right-of-way of said Broadway Street, for the southeast corner of said 1.147 acre tract bears S 88°25'10" E, 130.40 feet;

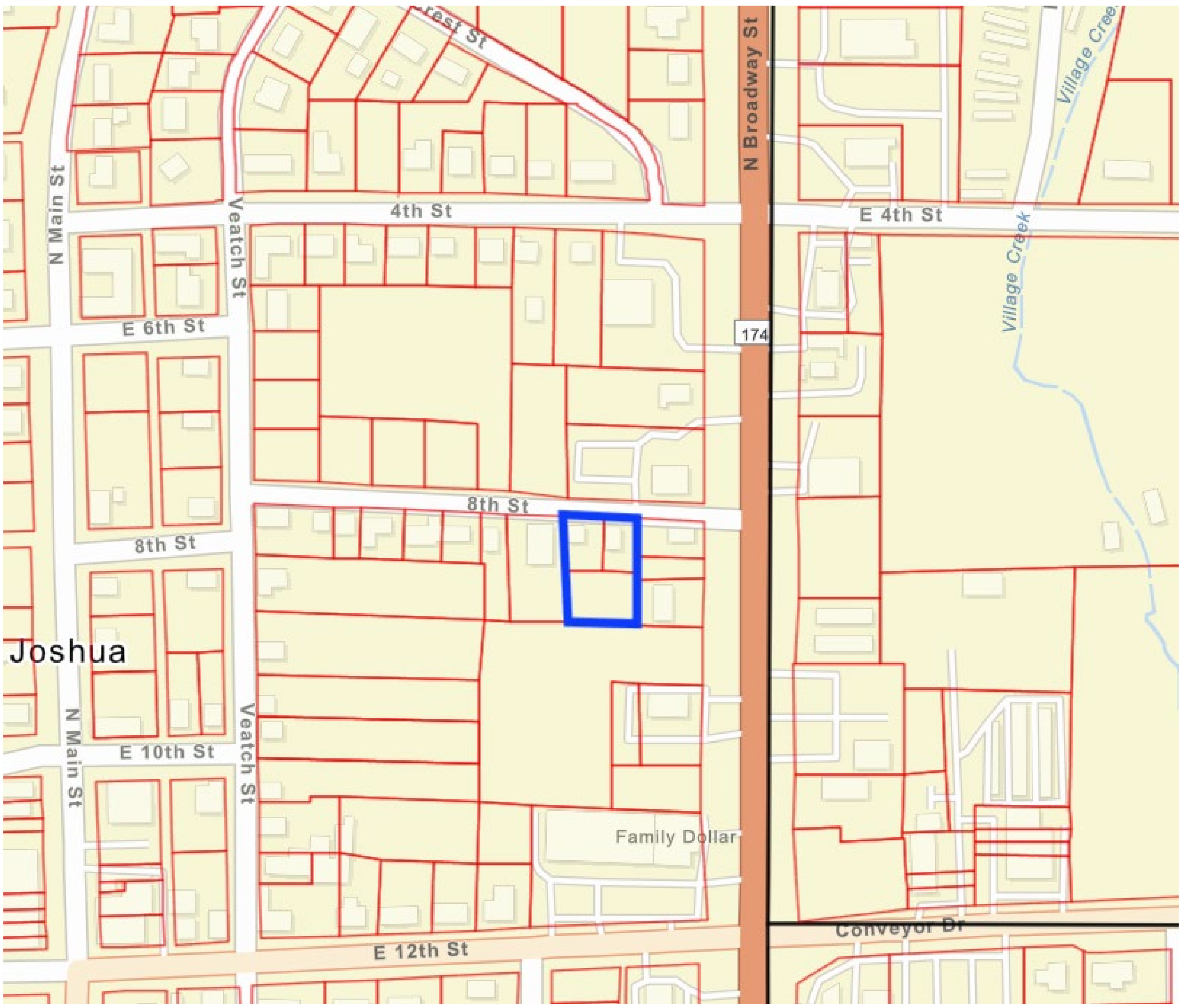
THENCE N 88°25'10" W, 123.60 feet, with the south line of said 1.147 acre tract, to a found 1/2" capped iron rod for the southeast corner of a 0.504 acre tract described in instrument to Aaron & Jennifer Havens, recorded in Clerk File No. 2018-17868 D.R.J.C.T., being the southwest corner of said 1.147 acre tract and the herein described tract;

THENCE North 01° 12' 37" West, 197.07 feet, with the west line of said 1.147 acre tract, to a found 1/2" iron rod, in the south right-of-way of said East 8th Street, on the east line of said 0.504 acre tract, for the northwest corner of said 1.147 acre tract and the herein described tract;

THENCE South 88° 25' 10" East, 125.83 feet, with the south right-of-way of said East 8th Street, the north line of said 1.147 acre tract, to the POINT OF BEGINNING and containing 0.564 acres of land.

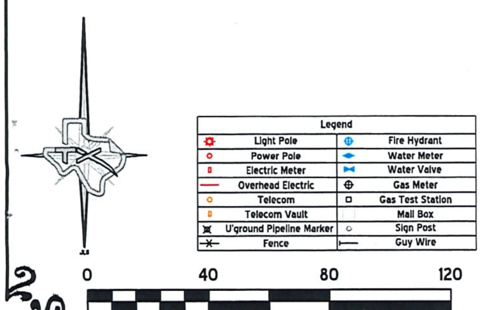
Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202. (Grid)

Vicinity Map



Aerial Map

Cedar Crest St
N Main St
4th St
E 4th St
N Broadway St
E 6th St
Veatch St
8th St
174
E 10th St
917
Conveyor Dr
E 12th St
917



Notes)

1) With respect to Title Commitment No. 1002-344927-RTT the following survey was performed.

2) Official F.E.M.A. flood hazard information has not been reviewed during the course of this survey, for up to date flood hazard information always visit the official F.E.M.A. website at (www.FEMA.gov).

3) Bearings, Distances, and/or Areas derived from GNSS observations and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202. (Grid)

4) Underground utilities were not located during this survey. Call 811 and/or Utility Providers before excavation or construction.

5) Please consult all applicable governing entities regarding rules & regulations, that may affect construction on this property.

6) All corners are found 1/2" capped iron rods unless otherwise noted.

7) C.I.R.S. - 1/2" Capped Iron Rod Set with orange plastic caps stamped "Texas Surveying"

Property Description

Being a 0.564 acre tract in the W.W. Byers Survey, Abstract No. 29, in Johnson County, Texas; being out of and a portion of that certain called 1.147 acre tract described in instrument to Patt Mayfield Enterprises, Inc., recorded in Volume 3450, Page 68 Deed Records, Johnson County Texas (D.R.J.C.T.),, said tract being further described as all of Tract 92, all of Tract 92A, and a portion of Tract 90A, as shown on Johnson County Tax Maps, said 0.564 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south right-of-way of East 8th Street, asphalt surface, the north line of said 1.147 acre tract, for the northeast corner of Tract 92A and the herein described tract, from which a set 1/2" capped iron rod stamped "Texas Surveying, Inc." for the intersection of the south right-of-way of said East 8th Street with the west right-of way of State Highway 174, also known as Broadway Street, being the northeast corner of said 1.147 acre tract bears S 88°25'10" E, 128.17 feet;

THENCE S 00°33'52" E, 196.97 feet, over and across said 1.147 acre tract, to a point in the south line of said 1.147 acre tract, being the north line of a 2.44 acre tract described in instrument to Nathaniel Mayfield, recorded in Clerk File No. 2012-27070, D.R.J.C.T., for the southerly southeast corner of said Tract 90A and the herein described tract, from which a found 1/2" capped iron rod in the west right-of-way of said Broadway Street, for the southeast corner of said 1.147 acre tract bears S 88°25'10" E, 130.40 feet;

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THENCE North 01° 12' 37" West, 197.07 feet, with the west line of said 1.147 acre tract, to a found 1/2" iron rod, in the south right-of-way of said East 8th Street, on the east line of said 0.504 acre tract, for the northwest corner of said 1.147 acre tract and the herein described tract;

THENCE South 88° 25' 10" East, 125.83 feet, with the south right-of-way of said East 8th Street, the north line of said 1.147 acre tract, to the POINT OF BEGINNING and containing 0.564 acres of land.

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202. (Grid)

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do certify that the above described property was surveyed on the ground; by me or under my direct supervision; visible conflicts, encroachments, and overlaps are as shown on this plat or map attached hereto; the area & boundary were determined with respect to the recorded references as shown; and the information presented is true & correct to the best of my knowledge. In addition, it is not intended to express or imply warranty, guarantee of ownership, or transfer of title, and this survey is subject to all applicable copyright laws from the date of this survey. The use of this survey is at the sole discretion of the end-user and/or assigns, all injuries, claims, losses, expenses, damages, or claim expenses arising from the use of this survey are the responsibility of the end-user and/or assigns. The surveyor's liability is limited to no greater than the fee charged for the professional services rendered during the course of this survey. To protect all parties involved, this survey is only valid if original seal & signature appear on the face of this survey in blue ink.

Zachariah R. Savory, Registered Professional Land Surveyor No. 5966
Texas Surveying, Inc. - Aledo Branch
208 S. Front Street, Aledo TX 76008
aledo@txsurveying.com - 817-441-5263(LAND)
AN04960-REZONE - October 18, 2021

STATE OF TEXAS REGISTERED ZACHARIAH R. SAVORY 5966 PROFESSIONAL LAND SURVEYOR

TEXAS SURVEYING INC.
ALEDO BRANCH - 817-441-5263
FIRM NO. 10194122 - ALEDO@TXSURVEYING.COM

CITY OF JOSHUA, TEXAS

ORDINANCE NO. -2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF JOSHUA, TEXAS, BY CHANGING THE ZONING ON PROPERTY LOCATED AT 218 E. 8th STREET, 220 E. 8th STREET AND A PORTION OF 119 N. BROADWAY STREET, IN THE CITY OF JOSHUA, TEXAS, CONSISTING OF APPROXIMATELY 0.564 ACRES OF LAND MORE PARTICULARLY DESCRIBED AS TRACTS 92, 92A, AND 90A, IN THE W.W. BYERS SURVEY, ABSTRACT NO. 29, IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, FROM THE (R1), SINGLE FAMILY RESIDENTIAL DISTRICT, TO (C1), RESTRICTED COMMERCIAL DISTRICT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

<u>SECTION 1</u>

All of the above premises are found to be true and correct legislative and factual determinations of the City of Joshua, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

<u>SECTION 2</u>

From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the official zoning map of the City of Joshua, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, in order to create a change in the zoning classification of the property described herein, as follows:

That the property located at 218 E. 8^{th} Street, 220 E. 8^{th} Street, and a portion of 119 N. Broadway more particularly described as Tracts 92, 92A, 90A, in the W.W. Byers Survey, Abstract No. 29, in the City of Joshua, Johnson County, Texas, presently zoned as Single Family Residential District (R1) is hereby changed to Restricted Commercial District (C1), subject to the terms and provisions of the City's Zoning Ordinance, contained in Exhibit A to Chapter 14 of the City's Code of Ordinances, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

DULY PASSED AND APPROVED by the City Council of the City of Joshua, Texas, this the 16th day of December, 2021.

____

Joe Hollarn, Mayor

ATTEST:

____

Alice Holloway, City Secretary

APPROVED AS TO FORM:

____

Terrence S. Welch, City Attorney

Notice of Public Hearing

Notice is hereby given that the City of Joshua's Planning and Zoning Commission and City Council will conduct public hearings to consider the request for a zoning change from the (R1) Single Family Residential District to the (C1) Restricted Commercial District on a 0.564 acre of land in the W.W. Byers Survey, Abstract No. 29, Tracts 92, 92A & 90A, County of Johnson, Texas. The properties are located at 218 E. 8^{th} Street, 220 E. 8^{th} Street, and a portion of 119 N. Broadway Street. The purpose of this request is to allow for a future commercial site.

The Planning and Zoning Commission will conduct its public hearing on December 6, 2021, at 6:30 PM, and the City Council will conduct its public hearing and consideration on December 16, 2021, at 6:30 PM. Both meetings will be held in the City Council Chambers at Joshua City Hall, 101 South Main Street, Joshua, TX 76058.

City Council Agenda
,2021

Agenda Item: Ordinance (Action Item)

Agenda Description:

Discuss, consider, and possible action on approving the expenditure of $11000.00 to Johnson County for leveling up the street with asphalt.

Background Information:

This will extend the service life of this street.

Financial Information:

Will be billed to our current street repair & maintenance budget.

City Contact and Recommendations:

Staff recommends approval.

Attachments:

1) Johnson County Pct.2 Interlocal

JOHNSON COUNTY, TEXAS
SCHEDULE OF COSTS FOR PRECINCT SERVICES
Approved in Commissioners Court on Monday,________________________

DATE: **FY 2021 PRICING 12/8/2021** Estimate

ROAD NAME: **County Road 904** Blade Overlay(Material Provided By the City of Josh

		$ AMOUNTS		Qty		
SERVICES:	Basic Labor	$35.00	per hour		Hr	$0.00
	Culverts (Installation Only)	$18.00	per foot		Ft	$0.00
MATERIALS:	Concrete for Header Walls		per yard		Yd	$0.00
	Crack-Sealing Product		per xxx			$0.00
	CRS-2 Emulsion	$1.97	per gal.		Gal	$0.00
	Culverts (varied sizes)	$18.00	Each			$0.00
	D-Rock	$9.00	per ton		Ton	$0.00
	Flex Base, Grade 2	$5.00	per ton		Ton	$0.00
	Grade #4 Rock	$18.00	per ton		Ton	$0.00
	Hot Mix Asphalt	$58.00	per ton		Ton	$0.00
	Prime- MC 30	$1.70	per ton		Ton	$0.00
	Signage & Hardware		Each		Ea.	$0.00
	Overesize Rock 2 x 4	$7.50	per ton		Ea.	$0.00
	Total Materials:					
HAULING:	Hauling	$3.00	per mile		Mi.	$0.00
	Haul off Brush Loads		6T per Ld		Ld.	$0.00
EQUIPMENT:	**Minimum charge -- 4 hours**					
	Backhoe w/ operator	$76.00	per hour		Hr	$0.00
Dump, F750's,	Bobtails w/operator	$67.00	per hour		Hr	$0.00
	Broom w/ operator	$76.00	per hour		Hr	$0.00
	Brushcutter w/operator	$76.00	per hour		Hr	$0.00
	Chip spreader w/operator	$105.00	per hour		Hr	$0.00
	Compactor w/operator	$76.00	per hour		Hr	$0.00
	Crack Sealer w/operator	$105.00	per hour		Hr	$0.00
	Distributor w/ operator	$105.00	per hour		Hr	$0.00
	Durapatcher w/ 2 operators	$105.00	per hour		Hr	$0.00
	Excavator w/ operator	$76.00	per hour		Hr	$0.00
	Gradall w/ operator	$105.00	per hour		Hr	$0.00
	Loader w/ operator	$83.00	per hour		Hr	$0.00
SPREAD BASE	Motorgrader [Blade]w/oper	$105.00	per hour	36	Hr	$3,780.00
	Pickups w/ operator	$47.00	per hour		Hr	$0.00
	Reclaimer w/ operator	$155.00	per hour		Hr	$0.00
	Roller w/ operator	$76.00	per hour	15	Hr	$1,140.00
	Track machine w/ operator	$126.00	per hour		Hr	$0.00
16,26,27,35,37	Truck w/ operator	$76.00	per hour	80	Hr	$6,080.00
	Water truck w/ operator	$76.00	per hour		Hr	$0.00
	Wood Chipper w/ operator	$105.00	per hour		Hr	$0.00
						$11,000.00

PLEASE MAKE CHECKS PAYABLE TO: **JOHNSON COUNTY TREASURER**
PLEASE MAIL TO: **JOHNSON COUNTY TREASURER**
2 NORTH MAIN STREET
CLEBURNE, TEXAS 76033

JOHNSON COUNTY, TEXAS
SCHEDULE OF COSTS FOR PRECINCT SERVICES
Approved in Commissioners Court on Monday, ____________________

DATE: FY 2021 PRICING 12/8/2021 Estimate

ROAD NAME: County Road 906 Blade Overlay(Material Provided By the City of Josh

		AMOUNTS		Qty		
SERVICES:	Basic Labor	$35.00	per hour		Hr	$0.00
	Culverts (Installation Only)	$18.00	per foot		Ft	$0.00
MATERIALS:	Concrete for Header Walls		per yard		Yd	$0.00
	Crack-Sealing Product		per xxx			$0.00
	CRS-2 Emulsion	$1.97	per gal.		Gal	$0.00
	Culverts (varied sizes)	$16.00	Each			$0.00
	D-Rock	$9.00	per ton		Ton	$0.00
	Flex Base, Grade 2	$6.00	per ton		Ton	$0.00
	Grade #4 Rock	$18.00	per ton		Ton	$0.00
	Hot Mix Asphalt	$58.00	per ton		Ton	$0.00
	Prime-MC 30	$1.70	per ton		Ton	$0.00
	Signage & Hardware		Each		Ea	$0.00
	Oversize Rock 2 x 4	$7.50	per ton		Ea.	$0.00
	Total Materials:					
HAULING:	Hauling	$3.00	per mile		Mi.	$0.00
	Haul off Brush Loads		$7 per Ld		Ld.	$0.00
EQUIPMENT:	Minimum charge -- 4 hours					
	Backhoe w/ operator	$76.00	per hour		Hr	$0.00
Dump, F750's	Bobtails, w/operator	$57.00	per hour		Hr	$0.00
	Broom w/ operator	$76.00	per hour		Hr	$0.00
	Brushcutter w/operator	$76.00	per hour		Hr	$0.00
	Chip spreader w/operator	$105.00	per hour		Hr	$0.00
	Compactor w/operator	$76.00	per hour		Hr	$0.00
	Crack Sealer w/operator	$105.00	per hour		Hr	$0.00
	Distributor w/ operator	$105.00	per hour		Hr	$0.00
	Durapatcher w/ 2 operators	$105.00	per hour		Hr	$0.00
	Excavator w/ operator	$76.00	per hour		Hr	$0.00
	Gradall w/ operator	$105.00	per hour		Hr	$0.00
	Loader w/ operator	$63.00	per hour		Hr	$0.00
SPREAD BASE	Motorgrader (Blade)w/oper	$105.00	per hour	36	Hr	$3,780.00
	Pickups w/ operator	$47.00	per hour		Hr	$0.00
	Reclaimer w/ operator	$155.00	per hour		Hr	$0.00
	Roller w/ operator	$76.00	per hour	15	Hr	$1,140.00
	Track machine w/ operator	$125.00	per hour		Hr	$0.00
16,28,27,36,37	Truck w/ operator	$76.00	per hour	80	Hr	$6,080.00
	Water truck w/ operator	$76.00	per hour		Hr	$0.00
	Wood Chipper w/ operator	$105.00	per hour		Hr	$0.00
						$11,000.00

PLEASE MAKE CHECKS PAYABLE TO: JOHNSON COUNTY TREASURER

PLEASE MAIL TO: JOHNSON COUNTY TREASURER
2 NORTH MAIN STREET
CLEBURNE, TEXAS 76031

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline – Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Kenny Howell **TODAY'S DATE:** **12/08/2021**

DEPARTMENT: X Commissioner PCT 2

SIGNATURE OF DEPARTMENT HEAD: X Kenny Howell

REQUESTED AGENDA DATE: X 01/10/2022

SPECIFIC AGENDA WORDING:

Consideration to approve an Interlocal agreement with the City of Joshua to Blade Overlay CR 904-Precinct 2

PERSON(S) TO PRESENT ITEM: Kenny Howell
Commissioner PCT 2

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 Min.

(Anticipated # of minutes needed to discuss item)

ACTION ITEM: X
WORKSHOP:
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:	X	**ISS DEPARTMENT:**	
AUDITOR:		**PURCHASING DEPT:**	
PERSONNEL:		**PUBLIC WORKS:**	
BUDGET COORDINATOR		**OTHER:**	

*************This Section to be Completed by County Judge's Office*************

ASSIGNED AGENDA DATE: ________

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE: ________

COMMISSIONERS COURT APPROVAL FOR INTERLOCAL AGREEMENT PROJECT

WHEREAS, the Commissioners Court of Johnson County, Texas has considered and approved an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code regarding the following project to construct, improve, or repair a building, or road or other facility.

The project to be undertaken is:

Blade overlay CR 904 within the jurisdiction of the City of Joshua

The location of the project is:

City of Joshua CR 904

THEREFORE, the Commissioners Court of Johnson County, Texas hereby approves the above referenced project as required by Section 791.014, Texas Government Code.

Executed on the _______ day of _____________________, 2022.

Roger Harmon, Johnson County Judge
Voted: ___ yes, ___ no, ___ abstained

Rick Bailey, Comm. Pct. #1
Voted: ___ yes, ___ no, ___ abstained

Kenny Howell, Comm. Pct. #2
Voted: ___ yes, ___ no, ___ abstained

Mike White, Comm. Pct. #3
Voted: ___ yes, ___ no, ___ abstained

Larry Woolley, Comm. Pct. #4
Voted: ___ yes, ___ no, ___ abstained

ATTEST: ____________________________
Becky Ivey, County Clerk

ORIGINAL

STATE OF TEXAS §

COUNTY OF JOHNSON §

INTERLOCAL AGREEMENT FOR ROAD CONSTRUCTION AND REPAIR

This Agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon' Texas Code Annotated, on the _____ day of ___________, 2022, by Johnson County, Texas, through its Commissioners Court and the City of Joshua, Texas (hereinafter referred to as "City") for the purpose of road construction and repair in Johnson County, Texas and within the corporate limits of City.

Therefore the parties agree as follows:

1. Total charges for this Agreement are detailed on Attachment A-"Schedule of Standard Charges for Interlocal Agreements."

2. Johnson County will construct or repair roads identified in Attachment B.

3. Payment of total charges for this Agreement is due and payable within Thirty (30) days of receipt of an invoice for said amount from the Treasurer's Office of Johnson County, Texas.

   Payment is to be made to:
   Johnson County Treasurer's Office
   2 North Main Street
   Cleburne, TX 76031

4. Any unpaid balance remaining after thirty (30) days from receipt of invoice shall earn interest at the maximum interest rate per annum allowed by law until paid.

5. Payment under this Agreement shall be made from current revenues available to the party making payment.

6. All work will be done in a workmanlike manner as measured by Johnson County's usual practice in said work to be performed. Johnson County shall be in charge of all control, procedures, means, coordination, and final inspection of this Agreement in regards to said work to be performed.

7. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause Johnson County to incur additional liability other than liability it would have under the law without this Agreement. To the extent permitted by law, City agrees to indemnify and hold harmless Johnson County, its agents, and employees, from all suits, claims, damages, losses, and expenses, including reasonable attorney fees arising out of the County's performance or non-performance of the work to be performed.

8. This Agreement represents the entire and integrated agreement between Johnson County and City and supersedes all prior negotiations, representations and/or agreements either written or oral. This agreement may be amended only by written instruments signed by Johnson County and City.

9. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

10. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

11. This Agreement may be terminated at any time, by either party giving thirty (30) days advanced notice to the other party. In the event of such termination of either party, Johnson County shall be compensated for the costs of all materials and/or labor performed to termination date as authorized by this Agreement.

12. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the _____ day of __________, 2022.

____
Roger Harmon, Johnson County Judge
Voted: ___ yes, ____ no, ___ abstained

____
Rick Bailey, Comm. Pct. #1
Voted: ___ yes, ____ no, ___ abstained

____
Kenny Howell, Comm. Pct. #2
Voted: ___ yes, ____ no, ___ abstained

____
Mike White, Comm. Pct. #3
Voted: ___ yes, ____ no, ___ abstained

____
Larry Woolley, Comm. Pct. #4
Voted: ___ yes, ____ no, ___ abstained

ATTEST: ____________________

____
Becky Ivey, County Clerk

____
Authorized Official of City

ORIGINAL

JOHNSON COUNTY COMMISSIONER, PCT 2

INVOICE

Kenny Howell
3425 CR 920
Crowley, TX 76036
Phone: (817) 297-1926
Fax: (817) 447-0500
Email: PCT2@johnsoncountytx.org

SOLD TO:

CITY OF JOSHUA
c/o KRISTEN HUBACEK
101 S. MAIN STREET
JOSHUA, TX 76058

INVOICE # **CC01102022_PCT2**

INVOICE DATE: **December 8, 2021**

Roads		**Sub-Total**
Material		**$ 0.00**
Equipment and Labor		**$ 11,000.00**
Hauling Cost		**$ 0.00**
	Total Due	**$ 11,000.00**

MAKE CHECK PAYABLE TO:

JOHNSON COUNTY

Please include a copy of this invoice when sending payment

SEND PAYMENT TO:

Johnson County Treasurer
2 North Main Street
Cleburne, TX 76033

If you have any questions or concerns, please feel free to contact the PCT 2 Commissioner's office at (817) 297-1926.

THANK YOU!

PAID: Check #_______ Cash _______ Other _______ Received By: ________
Initials

JOHNSON COUNTY, TEXAS
SCHEDULE OF STANDARD CHARGES FOR INTERLOCAL AGREEMENT
ATTACHMENT B

City of Joshua

Blade Overlay of CR 904, within the jurisdiction of the City of Joshua by Johnson County Precinct 2

Total Cost	**$11,000.00**

City Council Agenda
December 17, 2021

Agenda Item: Copier and Printer Contract

Agenda Description:
Discuss, consider, and take action on a new copier/printer contract.

Background Information:
The City of Joshua currently is under contract with Ubeo for their copying and printing needs. This agreement consists of five (5) different contracts as a result of making modifications to the first initial contract that was initiated in April 2017.

Financial Information:
Our current copy/printing monthly maintenance and the lease agreement is $1,543.21. This agreement includes 12,000 black and white prints. All color prints are billed quarterly and are not included in the lease agreement. On average the quarterly bill is $1,296. This is in addition to the monthly lease payment.

I have requested quotes from three (3) companies; Ubeo, Xerox, and Kyocera. After significant research, Xerox and Kyocera are the most competitive. Kyocera offers the most recent technology and competitive pricing.

Changing copy/printing companies will require the new company to buy out our current lease with Ubeo in the amount of $20,134.79. The existing equipment lease will be paid off with the funds from Kyocera. Once the payoff has been processed Ubeo's leasing company will provide the city with shipping instructions and the old equipment will be sent back to Ubeo. Initially, the plan was to have Kyocera store the old equipment and the city would continue to make payments on the old equipment until the end of the lease agreement.

This new lease agreement will save the city approximately $33,000 over five (5) years. Additionally, it will provide a more consistent bill. This is a result of including both black and white and color prints in the monthly lease amount (12,000 b/w and 6,000 clr.). Any overage prints will be $.0055 for black and white and $.039 for color.

City Contact and Recommendations:
Amber Bransom, Assistant City Manager
Staff recommends approval of the new lease agreement with Kyocera.

Attachments:

- **NDS Equipment Lease Agreement (Kyocera)**
- **Kyocera Stream of Payments Addendum (includes the payoff of the current lease agreement with Ubeo)**
- **Purchase Agreement/New Equipment Listing**
- **Fiscal Funding Addendum**
- **Maintenance Agreement and addendum**

v07.11.18

NDS leasing

EQUIPMENT LEASE

Agreement Number:

Agreement Date:

Lessee Name: City of Joshua **Lessee Address:** 101 South Main St. Joshua, Texas 76058	**Supplier:** NDS Leasing 2825 Story Rd W Irving, TX 75038-5268

Equipment Location (if different):

Equipment Model(s)	Serial Number	Accessories
See Schedule A		

☑ see attached schedule for additional equipment/accessories

Advanced Deposit Payments 0 $ 0.00   Lease Rate Includes Property Tax ___ Intial

Number of Payments 60 @ $ 1540.42 per month (plus taxes)   **Lease end purchase option:** Fair Market Value

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

1. Lease. You (the "Lessee") unconditionally and irrevocably agree to lease from us, NDS Leasing (the "Lessor"), the Equipment listed above (the "Equipment") on the terms set forth in this Lease Agreement and in any Exhibit(s) and/or other attachments referencing this Lease Agreement (collectively, this "Lease"), which Equipment is being purchased from the supplier(s) described above (each a "Supplier"). ~~You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differ from the Supplier's estimate.~~ ___ Initial The Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. The Lease starts on the day the Equipment is delivered to you and the Lease payments shall be payable in advance beginning on the Commencement Date or any later date designated by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for each day from the date the Equipment is delivered to you until the Commencement Date, calculated on the Lease payment amount, the number of days in that period, and a year of 360 days. If requested, you will sign a separate Equipment acceptance certificate. If the payment amount shown above includes support or maintenance charges, you acknowledge that we collect such charges for the service provider only as an accommodation to you. ~~We reserve the right to increase the lease payment up to 10% annually.~~ ___ Initial We may charge you and you shall pay to us a one-time administration fee of $75.00 to reimburse us for documentation and investigation costs. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. When a payment is not made when due, you agree to pay us a late charge of 10% for each payment or $29, whichever is greater. We may charge you a fee of $55 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE. You agree this is a non-cancelable Lease. Lease payment is locked in for the full contract term. ________ Initial

2. Equipment Use, Warranties and Maintenance. We are leasing the Equipment to You "AS IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, and INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Equipment is attached to real estate, it remains our personal property and you agree not to permit a lien to be placed upon the Equipment or remove it without our prior written consent. We are not responsible for any service obligations. Regardless of a default in maintenance by the service provider, Lessee is obligated to pay Lessor lease payments per the Lease agreement.

3. Assignment. You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign or transfer the Lease and the new owner will have the same rights and benefits we now have and will not be subject to any claims, defenses or setoffs that you may have against us or any Supplier.

4. Risk of Loss and Insurance. You bear all risks of loss or damage to the Equipment and if any loss occurs you are nevertheless required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the Insurance and give us written proof of the insurance. If you do not give us such proof, we may elect to obtain insurance and you will pay us for any insurance premium and related costs, and an insurance fee on which we may earn a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims at your expense. This Indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming as an additional insured with coverage and amounts acceptable to us.

5. Taxes. You agree to pay when due, either directly or as reimbursement to us, (i.e., sales, use and personal property) taxes and charges in connection with ownership and use of the Equipment. You will indemnify us on an after-tax basis against any loss of tax benefits we anticipated at the Commencement date, which loss arises out of your acts or omissions.

6. CREDIT INFORMATION; FINANCIAL STATEMENTS. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.

7. End of Lease. If you do not give written notice to us at least 60 but not more than 120 days of your election to exercise any such purchase option or to return all of the Equipment at the end of Lease term, the Lease shall automatically renew for successive three-month periods on all of the original terms of this Lease. Provided you have given timely notice, you shall return the Equipment to us at your cost, in good condition and working order in a manner and to a location designated by us or remit the purchase option price. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 90-day periods until you notify us at least 30 days before the end of the renewal term that you will not renew and you return the Equipment at the end of the renewal term.

8. Default and Remedies. You are in default on this Lease if a) you fail to pay a Lease payment or any other amount when due; or b) You breach any other obligation under the Lease. If you are in default on the Lease we may: a) declare the entire balance of unpaid Lease payments for the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 3% per annum from the date of default; b) require that You immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-lease the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. Lessee shall reimburse Lessor for all legal and collection costs related to any default or indemnity of this lease.

9. Miscellaneous. You agree the Lease is a Finance Lease as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment Supplier; agree that you have rights under this contract with the Supplier and may contact the Supplier for a description of these rights. This Lease shall be governed and construed in accordance with the laws of the state of our principal place of business (or in the event of an assignment of this lease, the state of the assignee's state of principal place of business) and you consent to the jurisdiction of the state and federal courts located in such state. You waive your rights to a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will be used for business purposes and not for personal, family or household use. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

Lessee

Lessee Full Legal Name : City of Joshua

DBA : ____

Title : ____

FEIN/Soc. Security : ____

Phone : 817.548.7447

Print Name of Auth. Signer : ____

Lessee Signature : X ____ **Date** ____

Guaranty I unconditionally guaranty prompt payment and performance of all the lessee's obligations under this Lease. The Lessor is not required to proceed against the lessee or the equipment, or to enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by, or, for the benefit of, any assignee or successor of the Lessor. I will pay all your expenses in enforcing the Lease and/or this guaranty. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. I authorize Lessor to obtain a credit bureau report on my personal credit history.

Signature : ____

Print Name : ____

Acceptance This lease will not be considered valid without an authorized signature below. The lease and equipment is intended for business purposes only.

Lessor : NDS Leasing, by : ____ **Title :** ____ **Signature :** ____

Lease Schedule A

Application No.:	
Agreement No.:	
Customer/Lessee (You):	**City of Joshua**

Equipment Model	Serial #	Location Address
Kyocera TASKalfa 4054ci		City Hall - 101 S. Main, Joshua TX 76058
Kyocera TASKalfa 4054ci		Police Dept - 102 S. Main, Joshua TX 76058
Kyocera TASKalfa 3554ci		Fire Dept - 770 N. Main, Joshua TX 76058
Kyocera Ecosys P3155		Annex - 105 S. Main, Joshua TX 76058
Kyocera Ecosys P3155		City Hall - Finance - 101 S. Main, Joshua TX 76058
Kyocera Ecosys P3155		City Hall - ACM - 101 S. Main, Joshua TX 76059
Kyocera Ecosys P3155		City Hall - AP - 101 S. Main, Joshua TX 76060
Kyocera Ecosys P3155		City Hall - CM - 102 S. Main, Joshua TX 76061
Kyocera Ecosys P3155		Police Chief - 101 S. Main, Joshua TX 76058
Kyocera Ecosys P3155		Police Dept - Report Writing - 102 S. Main, Joshua TX 76058
Kyocera Ecosys P3155		Police Dept - Investigator's Office - 102 S. Main, Joshua TX 76058
Kyocera Ecosys P3155		Police Dept - Investigator's Office - 102 S. Main, Joshua TX 76058
Kyocera Ecosys P3155		Police Dept - Seargent's Office - 102 S. Main, Joshua TX 76058
Kyocera Ecosys P3155		City Hall - 101 S. Main, Joshua TX 76058
Kyocera Ecosys M6235		Animal Control - 100 Santa Fe, Joshua TX 76058
Kyocera Ecosys M6235		Annex - EDC - 105 S. Main, Joshua TX 76058
Kyocera Ecosys M6235		City Hall - UB/Court - 101 S. Main, Joshua TX 76058
Kyocera Ecosys M6235		Parks & Rec - 200 Sante Fe Joshua, Texas 76058
Kyocera Ecosys M6235		Public Works - 104 E 12th St, Joshua, TX 76058
Kyocera Ecosys P6235		Animal Control - 100 Santa Fe, Joshua TX 76058
Kyocera Ecosys P6235		Annex - HR/Finance - 105 S. Main, Joshua, TX 76058
Kyocera Ecosys P6235		City Hall - City Secretary - 101 S. Main, Joshua TX 76058
Kyocera Ecosys P6235		Police Dept - Admin Office - 102 S. Main, Joshua, TX 76058

Signature	**Title**
Print Name	**Date**

KYOCERA Document Solutions Southwest
2825 Story Road West
Irving, TX 75038
Tel: 469-574-0041

kyoceradocumentsolutions.us

FISCAL FUNDING ADDENDUM

CUSTOMER

Full Legal Name City of Joshua DBA Name (If Any) ____

Billing Address 101 S. Main Street Phone Number 8175587447

City Joshua County Johnson State TX Zip Code 76058

Agreement Number ____ Agreement Date ____

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"),Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

(a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.

(b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.

(c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.

(e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.

(f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE

Signature X ____
(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)

Print Name ____

Title ____ Date ____

Name of Government Entity City of Joshua

ACCEPTED BY COMPANY

Signature X ____

Print Name ____

Title ____ Date ____

Name of Corporation or Partnership ____

17ANC016v2

KYOCERA

Date	12/10/2021
Cust. #	
Invoice #	
Sales Rep	Zina Barrow

Purchase Agreement

Ship To:				Bill To:			
City of Joshua							
101 S Main							
Joshua		TX	76058				
Contact:	Amber Bransom			Billing Contact:	Amber Bransom		
Phone/Fax:	(817) 558-7447			Phone/Fax:	(817) 558-7447		
E-mail:	abransom@cityofjoshuatx.us			E-mail:	abransom@cityofjoshuatx.us		
Purchase Order:				Requested Delivery Date:		New Customer:	Yes
Payment Terms:	Net 30			Lease Months:	60	Monthly Payment:	$1,540.42

Quantity	Item # / Product code	Description	Serial #	Equipment ID#	Unit Price	Total Price
5	1102V02US1	ECOSYS M6235cidn				Included in
1	855D200713	Stand				lease payment
5	1203PK0KL0	PF-5100				
4	1102TW2US1	ECOSYS P6235cdn				
11	1102TR2US0	ECOSYS P3155dn				
2	1102YN2US0	TASKalfa 4054ci				
2	1703SZ0UN0	AK-7110				
1	1203ND0UN0	BF-730				
1	1203RV2US0	DF-7120 <1>				
1	1203V82US0	DF-7140				
2	1203TC6US0	DP-7160				
2	1203V52US0	PF-7150				
2	1203NK2US0	PH-7A				
1	855D100098	TASKalfa 3554ci				
1	1703SZ0UN0	AK-7110				
1	1203RV2US0	DF-7120				
1	1203TC6US0	DP-7160				
1	1203V52US0	PF-7150				
1	1203NK2US0	PH-7A				

Comments:

The Products described above are purchased under the following terms:

1. Title to the Products shall not pass to the Buyer until the Total Price has been paid to Kyocera.
2. ~~Buyer is responsible for all sales and use taxes.~~ _______ Initial
3. Kyocera shall provide Buyer with any end-user warranties given by the manufacturer of the Products. These warranties are in lieu of all other warranties and conditions, expressed or implied, and Kyocera specifically disclaims any implied warranty or condition of merchantability, or fitness for a particular purpose. Kyocera shall not be liable for any incidental or consequential damages which may arise out of the use or inability to use any Product.
4. No modifications of this Agreement shall be binding on Kyocera unless agreed upon in writing by an officer of Kyocera.
5. Overdue accounts will be charged a late payment fee, of the lesser of, 1.5% per month or the maximum allowed by law. A fee of $25.00 will be charged for all returned checks. Buyer shall be responsible for all costs and attorney fees associated with collection efforts, if any.

Subtotal	
$0.0825	
Sales Tax	
Del/Install	
Total Amount	
Less Deposit	
Amount Due	

Warranty/Maintenance Agreement/Add to Existing Contract	☐ Yes	☑ No

Authorized Signature		Kyocera Document Solutions Representative	
Signature	Date	Signature	Date
Print Name		Print Name	

KYOCERA

Sales Rep	Zina Barrow
P.O. #	
Contract #	
Begin Date		**Renewal Date**	

Maintenance Agreement

Ship To			**Bill To**		
City of Joshua					
101 S Main					
Joshua	**TX**	**76058**			
Contact Name	**Amber Bransom**		**Contact Name**	**Amber Bransom**	
Phone/Fax	**(817) 558-7447**		**Phone/Fax**	**(817) 558-7447**	
E-mail	**abransom@cityofjoshuatx.us**		**E-mail**	**abransom@cityofjoshuatx.us**	

☑ **All-Inclusive Maintenance and Supplies**	☐ **Basic Maintenance Services**	☐ **Managed Print Services Agreement**
Includes - Toner, Drums or Photoconductors, Filters, Parts, Preventative Maintenance & Labor **Excludes** - Paper, Staples, Labels or Transparencies ***NETWORK SUPPORT IS NOT INCLUDED**	**Includes** - Parts & Labor Only **Excludes -** Supply Units, Paper, Staples, Labels or Transparencies, Fuser, Maintenance Kits ***NETWORK SUPPORT IS NOT INCLUDED**	**Includes** - Toner, Parts, Maintenance Kits, Account Review **Excludes -** Paper, Staples, Labels or Transparencies ***NETWORK SUPPORT IS NOT INCLUDED**

Equipment Covered Under Agreement

Model	Serial #	Equipment ID#	Begin Meter
See Service Schedule A			

Contract Pricing

Base Billing Cycle is	**Monthly**	**Base of**	**In Lease**	**for**	**12000**	**B&W Images**
		and	**In Lease**	**for**	**6000**	**Color Images**
Other						

Overage Billing Cycle is	**Quarterly**	**Rate on Kyocera devices**	$0.0055	**B&W Images**
			$0.0390	**Color Images**
				Color Level 1 Images
				Color Level 2 Images
				Color Level 3 Images
Other				
		Rate on non-Kyocera devices		**B&W Images**
				Color Images

Comments:

Service Rates are locked in for full contract term.

Customer Acceptance

This agreement consisting of the Terms and Conditions appearing above and on the reverse side are hereby approved and accepted by the respective Parties. See reverse for additional terms.

Authorized Signature		**Kyocera Document Solutions Representative**	
Signature	**Date**	**Signature**	**Date**
Print Name		**Print Name**	

KYOCERA Document Solutions Southwest
2825 Story Road West
Irving, TX 75038
Tel: 469-574-0041

kyoceradocumentsolutions.us

Maintenance Agreement

TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE

This Agreement covers the labor, material and parts for repairs necessitated by normal use of the devices listed on the front side and any attached Schedule (the "Devices"), subject to the limitations set forth below. The All-Inclusive Maintenance Services and Managed Print Services includes toner, developer, MK kits and photoreceptor drums in amounts consistent with manufactures published yields and servicing intervals. Freight charges may be charged, and additional supplies will be billed at the Standard Service Rates. Basic Maintenance Service includes labor and non-consumable repair parts only.

2. SERVICE CALLS

Service calls will be made during normal business hours and at the installation addresses, both of which are shown on the front side of this Agreement. Travel and labor time for service call after normal hours, on weekend and holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

3. LIMITATIONS AND EXCLUSIONS

Kyocera's obligation for service and maintenance shall be limited to only those listed Devices. All-Inclusive Maintenance Services and Managed Print Services do not include paper, staples, labels, or transparencies. Basic Maintenance Service does not include toner, developer, imaging units, photoreceptor drums, MK kits, paper, staples, labels or transparencies.

The following services events are <u>not</u> covered under this Agreement and will be invoiced to the Customer at Kyocera's Standard Service Rates. Service calls resulting from:

a) A malfunction of, or damage caused by, peripheral equipment not listed in the Agreement.
b) The use of paper and toner or other supplies not meeting Kyocera's specifications.
c) User error or failure to perform operator maintenance as defined in the operator manuals.
d) Electrical or mechanical work external to the Devices and/or system.
e) Repair or replacement of network printing, scanning, faxing functions affected by updates or modifications of the Customer's network.
f) Repair or replacement of peripheral equipment such as Fiery controllers, coin vending equipment, etc., unless added and charged as separate line item in the Agreement.
g) Operator negligence, misuse, accidents, acts of God, natural disasters, improper storage, and unusual physical or electrical stress.

4. TERM

This annual Agreement shall become effective upon Kyocera's receipt of a signed Agreement and/or payment of the initial annual maintenance charge and shall renew for another annual term upon the anniversary date of the contract. Either party may cancel this Agreement with written notice to the other party 30 days prior to the end of the initial term or any renewal term.

5. RENEWAL TERM

The initial annual charge for maintenance under this Agreement shall be the amount set forth on the front side. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. ~~Kyocera may raise the annual Service Agreement charge by up to 15% for any new annual renewal term.~~ Such charges to be assessed on a pro-rated basis. Alternatively, Kyocera shall have the right to cancel the service for those Devices. Service Contract is locked in for the full lease term. _____ Initial

6. CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide Kyocera with accurate and timely meter readings at the end of each applicable billing period through the use of Kyocera Fleet System ("KFS") software during the Initial Term and all subsequent Renewal Terms. The Maintenance Pricing is based on the use of KFS Software. A higher Maintenance Price or an additional service fee may be charged if the Customer elects not to use the KFS Software. If Customer fails to provide Kyocera with timely meter readings, then Kyocera can estimate meter reading and bill Customer base upon Customer's prior usage.

7. TONER USAGE

In All-Inclusive Maintenance Services and Managed Print Services, Kyocera will provide toner in amounts proportionate to Customers contracted page volume. If Customers usage requires excessive amounts of toner, Kyocera will conduct a usage analysis to determine the root cause and share the analysis with Customer. If findings reveal inordinately high toner saturation due to customers specific applications, Kyocera may charge a higher contract rate to offset the excessive toner coverage. Toner stored at Customers location remains the property of Kyocera. Kyocera reserves the right to conduct a physical inventory of stored toner during normal business hours.

8. EQUIPMENT RECONDITIONING

If in its sole discretion, Kyocera determines a shop reconditioning is necessary to keep the Devices unit(s) in working condition, Kyocera will provide the Customer with an estimate of needed repairs, which will be in addition to the charges payable under this Agreement. If the Customer does not authorize such reconditioning, Kyocera may discontinue service of the Devices unit(s) under this Agreement or may refuse to cover the unit(s) upon the expiration of the Agreement. Thereafter, service will be available on a "Per Call" basis at the then current published labor rates plus any parts or supplies required during the service call.

9. RELOCATION AND ADDITION OF DEVICES

Customer is required to immediately notify Kyocera upon installation of any additional equipment and/or movement of covered Devices at Customer's site. Customer shall be responsible for service and freight charges connected with the movement or relocation of Devices. For MPS Agreements, if Devices are moved outside Kyocera's authorized service area, Kyocera shall have the option to charge an additional amount to have the Devices serviced in the new location. If additional equipment is installed and Kyocera deems equipment serviceable, such equipment shall automatically be added to Schedule A, and shall be considered Devices for all purposes under this Agreement.

10. CHARGES

Customer agrees to pay the total of all charges for maintenance, service, and repair during the initial term and any renewal term within 10 days of the date of Kyocera invoice for such charges. Alterations, attachments, or specification changes may require an increase in maintenance charges and Customer agrees to pay such charges promptly when due. If the Customer does not pay all charges for maintenance or parts, promptly when due: Kyocera may (a) refuse to service the equipment, or (b) furnish service on a C.O.D. "Per Call" basis at Kyocera Standard Service Rates, and the Customer agrees to pay Kyocera's costs and expense of collection including all attorney's fee incurred in collection.

11. MISCELLANEOUS

a) Limitation of Liability. In no event shall Kyocera be liable to customer or any other party for any lost profits or special, incidental, or consequential damages arising out of or in connection with this Agreement.
b) Laws. This Agreement and any amendments thereto shall be governed in accordance with the laws of the State where the services are being provided.
c) Assignment. This Agreement may not be assigned by Customer without Kyocera's written consent.
d) Taxes. ~~Customer shall be responsible for and pay any and all taxes, including sales taxes, related to services under this Agreement.~~ Customer is Tax Exempt ___ Initial
e) Delays. Kyocera will not be liable for any failure to perform which may be attributable to the inability to obtain raw materials, parts or supplies through usual and regular sources, delays in carriers, acts of God, governmental actions, or any other causes beyond its reasonable control.

KYOCERA

Customer Name:	City of Joshua

Service Schedule A

Device Name	Serial #	Asset #	B/W Start Pagecount	Color Start Pagecount	IP Address	Location	Contact	Phone #
Kyocera TASKalfa 4054ci						City Hall - 101 S. Main, Joshua TX 76058		
Kyocera TASKalfa 4054ci						Police Dept - 102 S. Main, Joshua TX 76058		
Kyocera TASKalfa 3554ci						Fire Dept - 770 N. Main, Joshua TX 76058		
Kyocera Ecosys P3155						Annex - 105 S. Main, Joshua TX 76058		
Kyocera Ecosys P3155						City Hall - Finance - 101 S. Main, Joshua TX 76058		
Kyocera Ecosys P3155						City Hall - ACM - 101 S. Main, Joshua TX 76059		
Kyocera Ecosys P3155						City Hall - AP - 101 S. Main, Joshua TX 76060		
Kyocera Ecosys P3155						City Hall - CM - 102 S. Main, Joshua TX 76061		
Kyocera Ecosys P3155						Police Chief - 101 S. Main, Joshua TX 76058		
Kyocera Ecosys P3155						Police Dept - Report Writing - 102 S. Main, Joshua TX 76058		
Kyocera Ecosys P3155						Police Dept - Investigator's Office - 102 S. Main, Joshua TX 76058		
Kyocera Ecosys P3155						Police Dept - Investigator's Office - 102 S. Main, Joshua TX 76058		
Kyocera Ecosys P3155						Police Dept - Seargent's Office - 102 S. Main, Joshua TX 76058		
Kyocera Ecosys P3155						City Hall - 101 S. Main, Joshua TX 76058		
Kyocera Ecosys M6235						Animal Control - 100 Santa Fe, Joshua TX 76058		
Kyocera Ecosys M6235						Annex - EDC - 105 S. Main, Joshua TX 76058		
Kyocera Ecosys M6235						City Hall - UB/Court - 101 S. Main, Joshua TX 76058		
Kyocera Ecosys M6235						Parks & Rec - 200 Sante Fe Joshua, Texas 76058		
Kyocera Ecosys M6235						Public Works - 104 E 12th St, Joshua, TX 76058		
Kyocera Ecosys P6235						Animal Control - 100 Santa Fe, Joshua TX 76058		
Kyocera Ecosys P6235						Annex - HR/Finance - 105 S. Main, Joshua, TX 76058		
Kyocera Ecosys P6235						City Hall - City Secretary - 101 S. Main, Joshua TX 76058		
Kyocera Ecosys P6235						Police Dept - Admin Office - 102 S. Main, Joshua, TX 76058		

Authorized Signature		Kyocera Document Solutions Representative	
Signature	Date	Signature	Date
Print Name		Print Name	

KYOCERA Document Solutions Southwest
2825 Story Road West
Irving, TX 75038
Tel: 469-574-0041

kyoceradocumentsolutions.us

KYOCERA

KYOCERA Document Solutions Southwest, LLC.

2825 Story Road, West
Irving, TX 75038
469-574-0041

Re: Payoff City of Joshua

Lease# See Addendum

Equipment: See Addendum

Lease End Date: See Addendum

Remaining # of Payment: See Addendum

Monthly Payment: See Addendum

Removal charge: ZERO

To Whom It May Concern:

KYOCERA Document Solutions Southwest, LLC. (aka – KDS Southwest), will be providing you with a check in the amount of $20,134.79, this amount is intended to allow City of Joshua to make payment on the remaining financial obligation of City of Joshua Lease number See Addendum related to leased office equipment. Upon City of Joshua's acceptance of the check from KDS Southwest.

City of Joshua agrees to be responsible for all financial obligations for City of Joshua lease number See Addendum. This covers the remaining term along with any shipping back charges.

City of Joshua is also responsible for giving the appropriate 90 day notice for ending the lease. The equipment listed above is to be returned to the leasing company upon receipt of return instructions of which City of Joshua is responsible for sending to KDS Southwest immediately upon receipt. Please submit the instructions to leasereturns@nevillsolutions.com

KDS Southwest has completed all agreed upon financial obligations related to the lease mentioned above.

Customer Name and Title

Customer Signature

Gary Schwartz, President
KDS Southwest, LLC.

Corporate Headquarters
2825 Story Road West
Irving • TX 75038
469.574.0041
fax 469.574.0039

Re: Stream of Payments Addendum

Company Name: City of Joshua

Address: 101 S. Main St – Joshua, TX 76058

The total payoff amount of $ 20,134.79 includes the following Ubeo lease's:

- 500-0224906-005
- 500-0224906-006
- 500-0224906-007
- 500-0224906-008
- 500-0224906-009

The following equipment is associated with the above leases:

Model	Serial No	Lease
Ricoh Aficio MP C307	C507P101162	500-0224906-005
Kyocera Ecosys P3055	VG47506182	500-0224906-006
Kyocera Ecosys P3055	VG47506273	500-0224906-006
Kyocera Ecosys P3055	VG47506274	500-0224906-006
Kyocera Ecosys P3055	VG47506275	500-0224906-006
Kyocera Ecosys P3055	VG47506277	500-0224906-006
Kyocera Ecosys P3055	VG47506278	500-0224906-006
Kyocera Ecosys P3055	VG47506279	500-0224906-006
Kyocera Ecosys P3055	VG47506282	500-0224906-006
Kyocera Ecosys P3055	VG47506285	500-0224906-006
Kyocera Ecosys P3055	VG47506286	500-0224906-006
Ricoh Aficio MP C4504	C737M940481	500-0224906-006
Ricoh Aficio MP C4504	C737M940489	500-0224906-006
Ricoh Aficio MP C2504	C777R310424	500-0224906-006
Ricoh Aficio MP C401	G097P900009	500-0224906-006
Ricoh SPC440D	X687P900042	500-0224906-006
Kyocera Ecosys P3055	VG47506367	500-0224906-007
Kyocera Ecosys P3055	VG47Y15334	500-0224906-008
Ricoh Aficio MP C307	C508P201271	500-0224906-008
Kyocera Ecosys P3055	VG47X12197	500-0224906-009

Signature

Customer Signature

Gary Schwartz, President
Kyocera Document Solutions Southwest, LLC

Print Name and Title
City of Joshua

City Council Agenda
December 17, 2021

Agenda Item: Enterprise Fleet Management

Agenda Description:
Discuss and consider lease agreement with Enterprise Fleet Management.

Background Information:
The City's current fleet of 19 vehicles has an average age of 10 years. An aging fleet requires additional maintenance and higher fuels costs. Additionally, our aging fleet lacks technology upgrades such as newer safety features.

Financial Information:
This program will enable the City of Joshua to shorten the life cycle of its fleet. Therefore, reducing maintenance and fuel costs. Moreover, it will provide a lower sustainable fleet cost that is easier to forecast for future budgets.

City Contact and Recommendations:
Amber Bransom, Assistant City Manager
Staff recommends approval of the new lease agreement with Enterprise Fleet Management.

Attachments:

- Enterprise Fleet Synopsis
- Master Lease Agreement

FLEET MANAGEMENT

Prepared For:

City of Joshua

Jennifer Bertram
SENIOR FLEET CONSULTANT

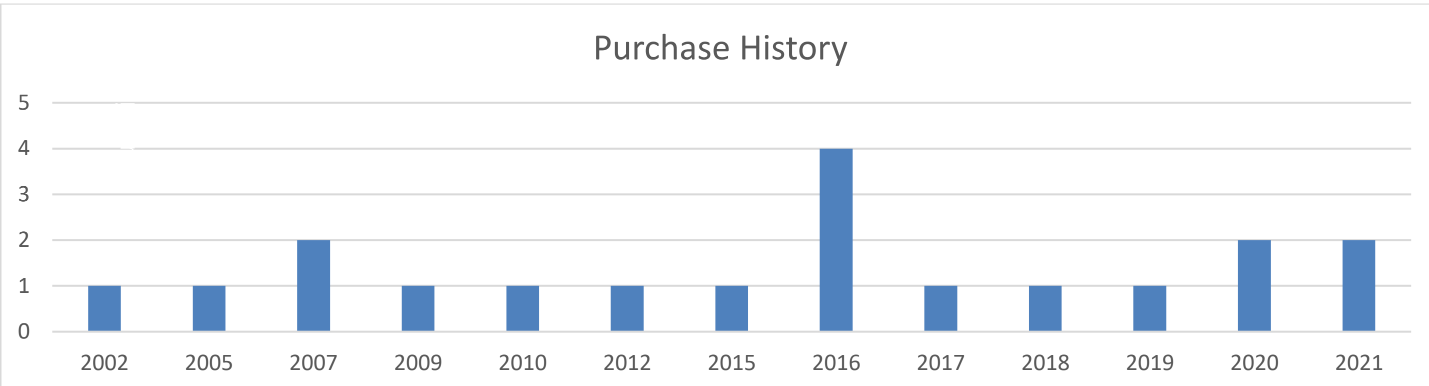
214-267-7562
PHONE

Jennifer.Bertram@efleets.com
EMAIL

FLEET SYNOPSIS | CITY OF JOSHUA

CURRENT PROGRAM

- City of Joshua's current vehicle replacement plan is based on age and high repair cost
- Currently resale is not a major component of deciding when to replace the fleet
- This reactive replacement plan leads to peaks and valleys in the Capital Budget – see below
- Older vehicles have higher maintenance and fuel cost, less resale value and tend to be unreliable
- Today 68% of the fleet is over 10 years old
- It would take almost 10 years to cycle out the entire fleet at the current acquisition rates



THE OBJECTIVE

<u>Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating an estimated savings of $158,000 in 8 years</u>

- Shorten the current vehicle life cycle from **10 years to 4 years**
- Provide a lower sustainable fleet cost that is predictable year over year and reduce peaks and valleys in the budget
- Significantly decrease maintenance by replacing vehicles sooner. Reduce the current monthly average of **$150** to **$90** per vehicle, **saving approximately $11,520** in maintenance in the first year
    - Implement a maintenance program, providing better tracking and analytics, while keeping the business in the local tax base
- Reduce the overall fuel spend through more fuel efficient vehicles
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety
- Utilize an open-end lease* as a funding mechanism, allowing the city to acquire additional vehicles while avoiding a large capital budget outlay.

*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The City receives flexibility of ownership, as well as net equity from sale at time of disposal.

Jennifer Bertram | (469)358-4304 | Jennifer.Bertram@efleets.com

PROGRAM RESOURCES | CITY OF JOSHUA

ACCOUNT MANAGEMENT

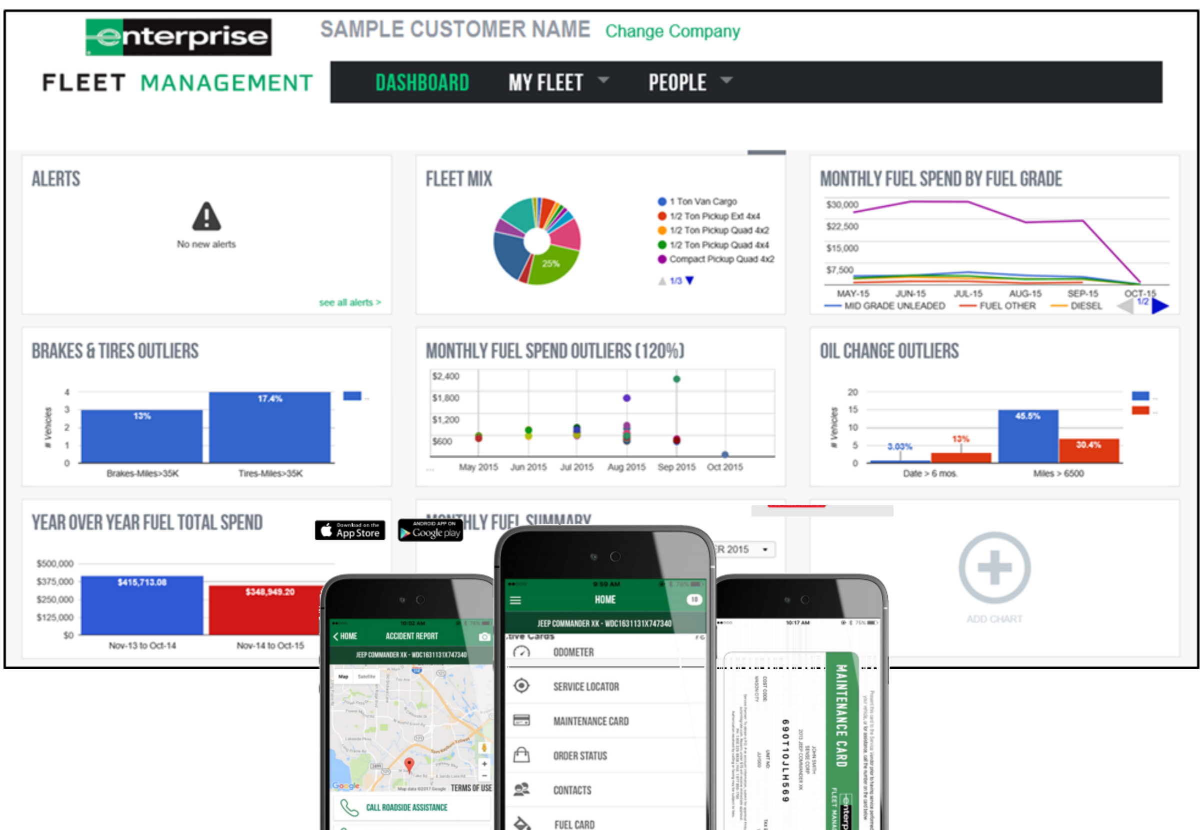
City of Joshua will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Meeting with you at minimum 2 times a year- These are an Annual Client Review and a Fleet Analysis & Planning Meeting.
- Your Account Manager will provide ongoing analysis, which can include best makes/models, cents per mile, total cost of ownership, and replacement analysis.
- Maintenance program that can be used at any local shop
  - Automates oil change reminders, recalls & tracks expense on a per unit
- Monthly management reports consisting of a single invoice with all charges

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data to have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our *Mobile App* also allows drivers a wide range of functions.

- **Invoices**- to include lease, maintenance, and ancillaries- all in one invoice
- **Maintenance Utilization**- review the life-to-date maintenance per vehicle
- **Recall Information**- see which units that are approaching the lease term still have open recalls
- **License & Registration**- see which plate renewals are being processed by Enterprise; view status
- **Alerts**- set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis**- see data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | CITY OF JOSHUA

CURRENT NORTH TEXAS PARTNERS

- City of Alvarado
- City of Melissa
- City of Anna
- Town of Prosper
- City of Princeton
- City of Fate
- City of Colleyville
- City of Keller
- City of Haltom
- City of Bedford
- City of Lake Worth
- City of Longview
- City of Palestine
- City of Everman
- City of Keller
- City of Denison
- City of Commerce
- City of Sulphur Springs
- City of White Settlement
- City of Bowie

REFERENCES

Below is a list of at least two (2) client/customer references including company name, contact person, and telephone number.

Company Name: City of Corinth

Business Phone #: 940-498-3243

Contact Person: Bob Hart, City Manager

Company Name: City of Melissa

Business Phone #: 972-838-1382

Contact Person: Gail Dansby, Finance Director

COOPERATIVES:

- **TIPS/TAPS USA**
  - CONTRACT: 190402 - Fleet Leasing and Management
  - Effective Dates: Jun-27-2019 to Jun-30-2022

enterprise

FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 16th day of December, 2021, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM PB________ Customer________

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Joshua

Signature: ____________________

By: ____________________

Title: ____________________

Address: 101 S Main Street
Joshua, TX 76058

Date Signed: ____________________, __________

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: Phil Bevel

By: Phil Bevel

Title: Finance Manager

Address: 4201 North SH 161 Ste. 110
Irving, TX 75038

Date Signed: December 14, 2021, __________

Initials: EFM PB Customer________

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FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 16th day of December, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 16th day of December, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Joshua, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a)(ii) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $10,000 per occurrence - Collision and $10,000 per occurrence - Comprehensive).

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2270, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the 16th day of December, 2021.

City of Joshua, Texas (Lessee)	Phil Bevel Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By__________	By Phil Bevel
Title:__________	Title: Finance Manager

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FLEET MANAGEMENT

Group: 1J

Customer Number: 615725

Memorandum

To: *Philliph Bevel*

From: *Brendon Ross*

Date: *December 10, 2021*

Subject: *Conversion of Operating Leases to Capital Leases for FASB Statement Purposes*

This is to inform you that Group 1J has issued the amendment to paragraph 3(c) of the Master Terms and Conditions to convert the lease between Enterprise FM Trust and **City of Joshua, Texas** from an operating lease to a capital lease for FASB statement purposes. This amendment applies to any vehicle now leased or to be leased in the future.

Thanks,

12/10/2021

X Brendon Ross

Brendon Ross
Vice President
Signed by: Tutu, Ase A

attachment

FLEET MANAGEMENT

Amendment made as of the 10th of December, 2021 between Enterprise FM Trust ("Lessor") and *City of Joshua, Texas* ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

1. In consideration of the continued leasing of vehicles by Lessee from Lessor, Lessor hereby amends the provisions of the Lease(s) in the following respects, for vehicles presently under lease as well as for vehicles to be subsequently leased:

   Paragraph 3(c) of the Master Equity Lease Agreement is amended by deleting the existing provision in its entirety and replacing it with the following:

   (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of (1) the Book Value of such Vehicle over (2) the wholesale value of such Vehicle as determined by Lessor in good faith. If the wholesale value of a Vehicle is greater than the Book Value of such Vehicle, Lessor agrees to pay such excess to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by the Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

2. Except as hereby amended, the Lease shall remain in full force and effect as originally written or heretofore amended.

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

12/10/2021

X Brendon Ross

Brendon Ross
Vice President
Signed by: Tutu, Ase A

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FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 16th day of December, 2021, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Joshua ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the 16th day of December, 2021 by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM PB Lessee________

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	City of Joshua	EFM:	Enterprise Fleet Management, Inc.
Signature:		Signature:	Phil Bevel
By:		By:	Phil Bevel
Title:		Title:	Finance Manager
Address:	101 S Main Street Joshua, TX 76058	Address:	4201 North SH 161 Ste. 110 Irving, TX 75038
Attention:		Attention:	
Fax #:		Fax #:	
Date Signed:	____________, ______	Date Signed:	December 14, 2021, ______

Initials: EFM PB Lessee________

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FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 16th day of December, 2021, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Joshua (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM PB Company________

8. FEES: EFM will charge the Company for the service under this Agreement $6 per month per Card, plus a one time set-up fee of $0.00.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Joshua

Signature: ______________________

By: ______________________

Title: ______________________

Address: 101 S Main Street
Joshua, TX 76058

Date Signed: ______________________, __________

EFM: Enterprise Fleet Management, Inc.

Signature: Phil Bevel

By: Phil Bevel

Title: Finance Manager

Address: 4201 North SH 161 Ste. 110
Irving, TX 75038

Date Signed: December 14, 2021, __________

Initials: EFM PB Company________

COMPANY OWNED VEHICLE SERVICE AGREEMENT

THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT (this "**Agreement**") is made and entered into as of the 16th day of December, 2021, by and between Enterprise Fleet Management, Inc. ("**EFM**"), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below ("Company"). Each of EFM and the Company is a "**Party**," and collectively, the "**Parties**."

WITNESSETH:

WHEREAS, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the "**Services**," with each of the Services sometimes being individually referred to herein as a "**Service**") for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

WHEREAS, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

1. **COVERED VEHICLES:** Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a "**Covered Vehicle**," and collectively the "**Covered Vehicles**"), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company's subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a "**Schedule**," and collectively the "**Schedules**") to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.

2. **TERM AND TERMINATION:** The term of this Agreement (the "**Term**") for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms

of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.

3. **ADDITIONAL DOCUMENTATION:** Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.

4. **COVERED VEHICLE FEE:** EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a transaction fee and/or monthly fee as listed on the attached Company Owned Vehicle Service Agreement Services Pricing Sheet.

5. **PAYMENT TERMS:** Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.

6. **BILLING:** All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.

7. **VARIOUS COSTS, EXPENSES, FEES, AND CHARGES.** The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement

8. **LICENSE ADMINISTRATION PROGRAM:** If the License Administration Program is requested by the Company, and are provided by EFM, the following terms shall apply:

    a. EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.

b. Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.

c. The services described in this Section are collectively referred to as the "**License Administration Program**."

9. MAINTENANCE PROGRAM: If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

a. EFM will provide the Company with an authorization card (the "**EFM Card**") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

b. EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed fifty dollars ($50.00), the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding fifty dollars ($50.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM’s instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

c. EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month.

d. The services described in this Section are collectively referred to as the “**Maintenance Program**.”

10. **MAINTENANCE MANAGEMENT PROGRAM**: If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

a. EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The

EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

b. EFM will provide a driver information packet (the "**Packet**") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

c. EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed seventy five dollars ($75.00), or such other amount as may be established by EFM, in its sole discretion from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "**Audited Invoices**") upon written request of Company to EFM.

d. Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty five dollars ($125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "**Administrative and Repair Fees**"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file with EFM for the Company.

e. The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.

f. If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("**EHI**") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "**Maintenance Management Program**."

11. **ODOMETER:** Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.

12. **INSURANCE:** During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.

13. **NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

14. **NOTICES:** All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

15. MISCELLANEOUS:

a. Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.

b. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

c. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.

d. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles).

e. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

f. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.

g. Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.

h. The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.

i. Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.

j. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

k. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

16. LIMITATION OF LIABILITY:

a. NONE OF EFM, ITS AGENTS, OR EHI'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.

b. IN NO EVENT SHALL EFM, ITS AGENTS OR EHI'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'SRESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBIRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. INDEMNITY:

a. To the extent permitted by state law, the Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and assigns (collectively, the "**Indemnified Parties**" with each being an "**Indemnified Party**") from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company.

b. In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and to the extent permitted by state law, the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party's prior consent, which consent shall not be unreasonably withheld.

c. The provisions of this Section shall survive any expiration or termination of this Agreement.

18. SIGNATORY WARRANTY: Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

19. SCHEDULES, ADDENDA, AND EXHIBITS: All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part of this Agreement and deemed completely integrated herein.

20. POWER OF ATTORNEY: The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety.

enterprise
FLEET MANAGEMENT

21. REPRESENTATIONS AND WARRANTIES: The Company represents and warrants that:

a. The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.

b. The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement.

c. This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

d. The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.

e. The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.

22. SURVIVAL: Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, EFM and the Company have executed this Agreement as of the day and year first above written.

Company: City of Joshua, Texas	**EFM: Enterprise Fleet Management, Inc.**
By: ______________________________	By: Phil Bevel
Name:	Name: Phil Bevel
Title:	Title: Finance Manager
Address: 101 S Main Street Joshua, TX 76058	Address: 4201 North SH 161 Ste. 110 Irving, TX 75038

enterprise
FLEET MANAGEMENT

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Joshua (hereinafter referred to as "CUSTOMER"), on the other hand on this 16th day of December, 2021 (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $395.00 or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"		"CUSTOMER"	
Signature:	Phil Bevel	Signature:	
Printed Name:	Phil Bevel	Printed Name:	
Title:	Finance Manager	Title:	
Date Signed:	December 14, 2021	Date Signed:	

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

DocuSign Envelope ID: 4D6B86D1-B89B-4839-89F0-2CA78C142276

enterprise FLEET MANAGEMENT

AUTHORIZED SIGNER

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed ______________________ (Title) for City of Joshua (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name	Title
Mike Peacock	City Manager
Amber Bransom	Assistant City Manager

Bond Rating: ______________ Rating Agency: ______________ Federal ID#: 75-1401183

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name ______________ Title ______________

Signature ______________ Company Name ______________

Date ______________

December 14, 2021

Jennifer Bertram
Enterprise Fleet Management
4201 North SH 161 Ste. 110
Irving, TX 75038

Dear Jennifer Bertram:

After review and evaluation of the Fleet Management piggybacking TIPS RFP #190402, City of Joshua is pleased to award this proposal to Enterprise Fleet Management.

The contract agreement to be prepared as a result of this award will be one which incorporates by reference all the requirements, terms and conditions of the solicitation and the contract proposal as negotiated.

On behalf of City of Joshua, we thank you and look forward to a mutually beneficial relationship with your company.

Sincerely,

Mike Peacock
City Manager

JOSHUA
POLICE DEPARTMENT

November 2021

The police department submitted its annual report to the Texas Police Chief's 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 annual review identifies any deficiencies in the above critical areas and allows for changes to better improve the level of service provided by the police department. The report was reviewed by outside assessors and the Joshua Police Department was shown to be in compliance with the TPCA Best Practices Recognition Program.

The police department worked with TXDOT during the month of November to address the number of crashes at the intersection of SH 174 and Copper/S Main St. A final onsite visit was made by TXDOT officials from the Fort Worth District Headquarters and a decision to turn off the yellow permissive turn arrows was reached. TXDOT made changes to the signal heads and reprogrammed the signal light sequence to allow for protected left turns only.

The final police officer position was filled by the hiring of Mickey Winkle. Officer Winkle came to Joshua PD from the Hill County Sheriff's Office with just under three years of experience. The hiring of Officer Winkle brought the police department to its full authorized strength.

Included in this month's report, is the total activity for the police department. The included data gives a more complete picture of overall police activity. Also beginning this month, the monthly report will include K9 activity.

Patrol

Category	November 2021	November 2020	2021 year to date
Dispatched Calls	224	243	2,690
Arrests	13	6	91
Crash Reports	7	4	90
Traffic Stops	724	164	4,812
Citations	328	109	3,190
Outside LE Agency Assist	11	18	115
Reports	40	47	589

K9

K9 Camo was deployed once in the month of November. K9 Camo was called to assist with an overdose in a vehicle. Officer Tyler and K9 Camo conducted an open air sniff of the vehicle. K9 Camo alerted on the vehicle and a subsequent search resulted in the seizure of methamphetamine. The information obtained and subsequent seizure of methamphetamine was useful in the treatment of the overdose by medical personnel.

Investigations

Category	November 2021	November 2020	2021 year to date
Crimes Against Persons	5	11	54
Property Crime (Thefts, Damage)	6	8	129
Other (Drug or Alch/Missing/Deceased)	10	2	106

Crime by Offense Type

Category	November 2021	November 2020	2021 year to date
Murder/Non-Negligent Homicide	0	0	1
Manslaughter by Negligence	0	0	0
Rape	0	0	0
Robbery	0	1	0
Assault	4	10	42
Burglary (bldg. and vehicle)	2	1	28
Larceny (theft, fraud)	3	4	72

Training

Category	November 2021	November 2020	2021 Year to Date
Computer Based	48	1	260
Classroom	248	0	555

Community Outreach

Category	Date
JISD Emergency Situation Meeting	November 4th
JISD District Safety and Security Meeting	November 4th
Hill College Training Advisory Board Meeting	November 8th

Tarrant Area Food Bank	November 11th

Staffing

Category	Commissioned	Non-Commissioned
Positions	17	1
Vacancies	0	0

Promotions and Hiring

Officer Mickey Winkle began employment with the Joshua Police Department on November 30th.

Complaints and Commendations

Category	November 2021	November 2020	2021 Year to date
Commendations	1	3	14
Complaints	0	0	0

Police Fleet

Unit#	Year/Make	Mileage	Service
8107	2007 Chevy	136,164	Investigations
8221	2021 Ford	10,057	Patrol
8321	2021 Ford	14,307	Patrol
8416	2016 Ford	80,397	Administration
8517	2017 Ford	89,601	Patrol
8619	2019 Ford	64,353	K9
8720	2020 Chevy	29,237	Patrol
8820	2020 Chevy	28,717	Patrol

BURLESON PUBLIC SAFETY

Events by Nature Code by Agency

Agency: JPD, Event date/Time range: 11/01/2021 00:00:00 - 11/30/2021 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
JPD	911 HANG UP	0	0	3	3	0%	0:02:57	0:06:55	0:05:41	0:46:42	0:15:34
	911 INVESTIGATION	0	0	1	1	0%	0:00:00	0:04:58	0:00:38	0:05:36	0:05:36
	ABANDONED VEHICLE	0	2	1	3	0%	0:02:28	0:04:57	0:09:44	0:46:30	0:15:30
	ANIMAL COMPLAINT	0	0	10	10	1%	0:04:04	0:06:05	0:29:13	6:33:44	0:39:22
	ANIMAL ORDINANCE VIOLATION	0	1	0	1	0%	0:00:01	0:00:00	0:27:55	0:27:56	0:27:56
	ASSIST OTHER AGENCY	0	5	6	11	1%	0:03:40	0:08:14	0:24:34	5:50:53	0:31:54
	BAR CHECK	0	1	0	1	0%	0:00:00	0:00:00	0:00:08	0:00:08	0:00:08
	BMV	0	0	1	1	0%	0:01:36	0:10:47	1:06:43	1:19:06	1:19:06
	BURGLARY	0	0	4	4	0%	0:08:17	0:12:25	0:39:36	3:48:46	0:57:12
	BURGLARY ALARM	0	0	15	15	1%	0:02:14	0:03:31	0:08:00	3:16:24	0:13:06
	BUSINESS CHECK	0	57	0	57	4%	0:00:01	0:00:00	0:06:12	5:53:47	0:06:12
	CITY ORDINANCE VIOLATION	0	2	0	2	0%	0:00:01	0:01:25	0:05:25	0:12:18	0:06:09
	CLOSE PATROL	0	121	0	121	10%	0:00:01	0:00:00	0:08:04	16:18:00	0:08:05
	CRIMINAL MISCHIEF VANDALISM	0	0	1	1	0%	0:12:34	0:01:39	0:27:06	0:41:20	0:41:20
	DELIVER MESSAGE	0	0	2	2	0%	0:56:16	0:01:48	0:07:13	2:10:34	1:05:17
	DISCHARGE FIREARM	0	0	2	2	0%	0:04:22	0:06:56	0:15:11	0:52:58	0:26:29
	DISTURBANCE	0	1	24	25	2%	0:03:40	0:06:19	0:35:28	18:46:25	0:45:03
	EMS ASSIST	0	0	4	4	0%	0:00:41	0:03:17	0:10:56	0:56:21	0:14:05
	FD ASSIST	0	0	5	5	0%	0:01:38	0:04:02	0:13:54	1:30:43	0:18:09
	FOLLOW UP INVESTIGATION	0	13	2	15	1%	0:01:23	0:10:28	0:35:56	9:58:23	0:39:54
	FRAUD	0	1	0	1	0%	0:00:01	0:00:00	0:00:20	0:00:21	0:00:21
	GENERAL BROADCAST	0	0	1	1	0%	0:20:11	0:00:00	0:00:00	0:22:27	0:22:27
	HARASSMENT	0	0	1	1	0%	0:07:56	0:03:50	0:18:55	0:30:41	0:30:41
	HIT AND RUN CRASH	0	0	1	1	0%	0:00:16	0:24:04	2:10:10	2:34:30	2:34:30

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	HOTEL MOTEL CHECK	0	22	0	22	2%	0:00:01	0:00:00	0:05:54	2:10:01	0:05:55
	INFORMATION	0	0	2	2	0%	0:50:56	0:09:19	0:09:16	2:09:43	1:04:52
	INVESTIGATION	0	1	1	2	0%	0:01:09	0:17:10	0:11:35	0:59:48	0:29:54
	JUVENILE CONTACT	0	0	1	1	0%	0:07:52	0:02:12	0:16:19	0:26:23	0:26:23
	LAW TRANSFER	0	0	1	1	0%	0:06:34	0:00:00	0:00:00	0:20:54	0:20:54
	LOOSE LIVESTOCK	0	1	2	3	0%	0:01:23	0:02:41	0:06:45	0:28:24	0:09:28
	MHMR CONTACT	0	0	3	3	0%	0:06:28	0:04:04	0:20:58	1:34:31	0:31:30
	MISSING PERSON	0	0	2	2	0%	0:01:43	0:03:20	0:13:57	0:37:59	0:19:00
	NEIGHBORHOOD PATROL	0	5	0	5	0%	0:00:01	0:00:00	0:10:17	0:51:26	0:10:17
	NOISE ORDINANCE VIOLATION	0	0	10	10	1%	0:03:13	0:05:23	0:08:38	2:52:21	0:17:14
	OPEN DOOR	0	0	1	1	0%	0:01:12	0:01:12	0:02:50	0:05:14	0:05:14
	PERSON WITH A WEAPON	0	0	2	2	0%	0:03:24	0:03:47	3:23:23	7:01:07	3:30:34
	PHONE CALL INVESTIGATION	0	0	22	22	2%	0:09:20	0:06:52	0:16:15	9:28:06	0:25:49
	PR CONTACT	0	18	7	25	2%	0:02:46	0:07:26	0:26:17	11:41:36	0:28:04
	PROWLER	0	0	1	1	0%	0:01:59	0:04:17	0:20:54	0:27:10	0:27:10
	RADAR ASSIGNMENT	0	19	0	19	1%	0:00:01	0:00:00	0:16:42	5:17:33	0:16:43
	RAILROAD	0	0	2	2	0%	0:11:02	1:48:09	0:20:29	2:51:11	1:25:36
	RECKLESS DRIVER	0	0	15	15	1%	0:03:05	0:05:09	0:21:07	6:05:39	0:24:23
	RECOVERY	0	0	1	1	0%	0:06:45	0:02:16	0:10:04	0:19:05	0:19:05
	SCHOOL CHECK	0	4	0	4	0%	0:00:01	0:00:00	0:13:27	0:53:51	0:13:28
	SECURITY CHECK RESIDENTIAL	0	2	0	2	0%	0:00:01	0:00:00	0:01:43	0:03:27	0:01:44
	STOLEN VEHICLE	0	0	5	5	0%	0:03:16	0:04:39	0:36:13	3:34:13	0:42:51
	STRANDED CITIZEN	0	1	0	1	0%	0:00:00	0:00:00	0:27:52	0:27:52	0:27:52
	STRANDED MOTORIST	0	7	4	11	1%	0:07:24	0:05:44	0:06:30	2:11:51	0:11:59
	SUICIDAL PERSON	0	0	4	4	0%	0:01:26	0:06:07	0:36:31	2:56:15	0:44:04
	SUSPICIOUS PERSON	0	7	2	9	1%	0:00:39	0:03:26	0:10:58	1:48:50	0:12:06
	SUSPICIOUS VEHICLE	0	23	4	27	2%	0:01:52	0:04:45	0:08:02	4:05:42	0:09:06
	THEFT	0	0	1	1	0%	0:02:52	0:10:32	0:19:13	0:32:38	0:32:38

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	THREATS	0	0	1	1	0%	0:03:02	0:00:00	0:00:00	0:53:02	0:53:02
	TRAFFIC ASSIGNMENT	0	2	7	9	1%	0:03:42	0:05:38	0:10:18	2:34:29	0:17:10
	TRAFFIC COMPLAINT	0	0	2	2	0%	0:02:30	0:03:52	0:15:58	0:36:13	0:18:07
	TRAFFIC VIOLATION	0	724	0	724	57%	0:00:01	0:00:00	0:07:43	93:08:14	0:07:44
	VEHICLE CRASH	0	2	14	16	1%	0:01:55	0:04:16	0:33:41	10:27:31	0:39:13
	WANTED FELONY	0	1	1	2	0%	0:00:26	0:06:39	0:44:20	1:36:11	0:48:06
	WELFARE CHECK	0	4	22	26	2%	0:09:35	0:06:17	0:24:38	16:27:12	0:37:58
Subtotals for No Summary Code		**0**	**1047**	**224**	**1271**	**100%**	**0:05:13**	**0:08:20**	**0:22:36**	**281:50:15**	**0:31:31**
Subtotals for JPD		**0**	**1047**	**224**	**1271**	**100%**	**0:05:13**	**0:08:20**	**0:22:36**	**281:50:15**	**0:31:31**

Joshua Fire Department
Monthly Activity Report

November 2021

PERSONNEL

Firefighter Justin Clanton has completed the practical portion of the Driver/Operator class after a delay from contracting COVID . All thre are now scheduled to take the State exam, which will give them Driver/Operator certification through the Texas Commission on Fire Protection. After receiving certification they will be promoted to Engineer and attain the status of the first fulltime paid engineers in the Joshua Fire Department.

The department now has three parttime firefighters, with two other applications in the process of evaluation. The parttime positions are providing a second firefighter in the evenings from 6:00 pm to 6:00 am. A second firefighter is essential to more efficient mitigation of many emergencies.

CODE COMPLIANCE

Code Compliance continues to make headway on nuisance violations. Deputy Fire Marshal Gage Noblitt will begin Field Training with the Joshua Police Department next month. The FTO process will provide officer safety and de-escalation experience.

CODE COMPLIANCE SUMMARY REPORT - 2021				
	NOVEMBER		YEAR TO DATE	
VIOLATION	Currently Open	Closed	Open YTD	Closed YTD
HIGH GRASS AND WEEDS	2	15	120	102
JUNK AND DEBRIS	4	1	62	50
JUNK/ INOPERABLE MOTORVEHICLE	1		16	19
ABANDONED JUNKED VEHICLE			9	7
GARAGE SALE VIOLATION			2	2
PUBLIC SAFTEY ON SIDEWALKS AND			2	2
SIGN VIOLATIONS			4	5
SWIMMING POOL BARRIER			1	0
SOLID WASTE VIOLATION			3	2
SUBSTANDARD STRUCTURE			2	0
OPEN STORAGE		1	1	4
FAIL TO OBTAIN TRASH SERVICE			3	1
DILAPIDATED FENCE			1	1
UNAPPROVED PARKING SURFACE			10	2
CARGO CONTAINER			1	0
GAS WELL VIOLATION			1	1
NO PERMIT		2	3	2
NO CO			0	2
RV PARKING REG			0	1
ACCESSORY BUILDING VIOLATION	1		1	0
TOTALS	**8**	**19**	**299**	**241**

EMERGENCY RESPONSE

There are no unusual occurrences to report for November.

JOSHUA FIRE DEPARTMENT				
EMERGENCY INCIDENT STATISTICS				
MONTH:	**November**			
CITY INCIDENTS		**PREVIOUS MONTH**	**CURRENT MONTH**	**YTD**
STRUCTURE FIRES		0	0	2
GRASS FIRES		0	0	1
VEHICLE FIRES		0	0	2
EMS		72	54	598
MVA		14	9	104
TOTAL INCIDENTS		**86**	**63**	477
COUNTY INCIDENTS				
STRUCTURE FIRES		0	0	3
GRASS FIRES		1	0	8
VEHICLE FIRES		0	0	5
EMS		16	18	210
MVA		3	1	22
TOTAL INCIDENTS		**20**	**19**	248
MUTUAL/AUTO AID				
M/A GIVEN		15	10	101
M/A RECEIVED		5	4	62
A/A RECEIVED		2	3	66
STAFFING LEVELS (STRUCTURE FIRE ONLY)				
ADEQUATE		0	0	13
INADEQUATE		2	0	14
MISSED INCIDENTS		1	0	47
RESPONSE TIMES				
JOSHUA		6:11	6:26	
COUNTY		8:10	9:00	

TRAINING

Firefighters, who have completed Driver/Operator training, will be scheduled to participate in the Fire Commission examination within the next two months.

DATE	TOPIC	HOURS	ATTENDANCE
11/03	Public Education Programs	4	6
11/10	Smoke Detector Program and City/County Regulations	4	6
11/17	Vehicle Unlocks and Equipment MTN	4	8
11/24	EMS CE's Tactical EMS	3	4

EMERGENCY MANAGEMENT

HazMap planning is continuing on schedule.

City of Joshua
Municipal Court Council Report
From 11/1/2021 to 11/30/2021

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
320	0	2	0	5	327

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
$20,796.92	$6,633.56	$12,502.37	$884.89	$1,078.59	$41,896.33

Warrants

Issued	Served	Closed	Total
0	0	11	11

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
96	0	60	55	145	356

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
59	0	59	118

City of Joshua
Parks & Recreation
Status Report
For the month of November 2021

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs
Mowing	25	18	18	
Weed Eating, Edging, Blowing	10	6	10	
Hedge & Tree Trimmimg				
Flower Beds/Landscaping				
Fertilizing/Over Seeding				
Irrigation				
Trash Removal	60		5	

Field Maintenance	Field One	Field Two	Field Three
Mowing	8	6	4
Weed Eating	2	2	2
Infield Edging			
Striping			
Infield Draging			
Infield Repair			
Fertilizing/Over Seeding			
Infield Watering			
Trash Removal	2	2	3

Building Maintenance	City Park	Baseball Complex	City Facilities
Custodail Duties	50		
General Repairs	10	8	24
Toddler Playground			
Equipment Maintenance	10		15
Special Events			66
Remodeling			88

City of Joshua
Parks & Recreation
Status Report
For the month of November 2021

Activity	Total Hours
Mowing	61
Weed Eating, Edging, Blowing	26
Hedge & Tree Trimmimg	
Flower Beds/Landscaping	
Fertilizing/Over Seeding	
Irrigation	
Trash Removal	65
Field Mowing	18
Field Weed Eating	6
Infield Edging	
Striping	
Infield Draging	
Infield Repair	
Fertilizing/Over Seeding	
Infield Watering	
Trash Removal	7
Custodail Duties	50
General Repairs	42
Toddler Playground	
Equipment Maintenance	25
Special Events	78
Remodeling	88
Total Man Hours	466

Public Works Monthly Team Status Report

For The Month Of November 2021

Date Received	Work Order	Finish Date	Notes
Completed Items			
11/1/2021	W Sheila and Cooper	11/10/2021	Street Repairs
11/2/2021	Mountain Valley 700 Blk	11/12/2021	Recondition drainage swale
11/2/2021	Waterford Way	11/2/2021	Mow city property
11/3/2021	City Wide	11/10/2021	Traffic sign repairs
11/10/2021	AA Scrap Cleburne	11/10/2021	Discard scrap metal
11/15/2021	Country Club Dr	11/15/2021	Replace asphalt for culvert repair 30'x 10'
11/16/2021	6th St	11/24/2021	Stabilize intersection, add culverts and pave 96 tons
11/17/2021	Joshua Police Department	11/17/2021	Mill parking lot and remove material
11/29/2021	Veatch 400 BLK	12/1/2021	Stabilize and paved JCSUD repair 26'x 12'
11/30/2021	City Wide	11/30/2021	Repair potholes in city streets
In Progress			
Year Round	City Wide		Reconditioning drainage easements
Year Round	City Wide		Street sign repairs
Year Round	City Wide		Asphalt street repairs
Year Round	City Wide		Repair potholes with Duramaxx
Year Round	City Wide		Set out traffic counter and gather data
Year Round	Development		SW3P Inspections
Assigned But Not Yet Started			

City of Joshua

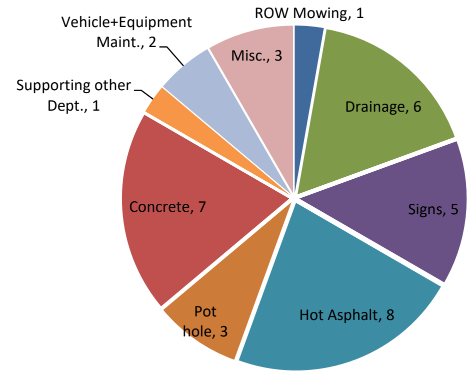
Public Works Monthly Activity Report

For the Month of November 2021

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

Chart reflects one per daily occurrence

ROW Mowing	1
ROW Trimming	0
Drainage	6
Signs	5
Hot Asphalt	8
Pot hole	3
Building Maint.	0
Concrete	7
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	1
Vehicle+Equipment Maint.	2
Misc.	3



Building <u>Inspection</u> Report
November 2021

November	2021	2020	YTD 2021	YTD 2020
Building	64	48	721	408
Electrical	45	39	512	289
Plumbing	32	36	397	246
Mechanical	20	13	216	104
Re-Inspections	4	2	71	115
Certificate of Occupancy	2	2	21	14
Certificate of Occupancy Re-Inspection	0	0	0	0
Total # of Inspections	**167**	**140**	**1938**	**1176**
Plan Review	10	12	188	119

Building <u>Permit</u> Report
November 2021

November	2021	2020	YTD 2021	YTD 2020
Building	26	26	357	260
Electrical	8	9	169	123
Plumbing	8	17	156	160
Mechanical	5	5	118	70
Permanent Sign	1	1	14	12
Temporary Sign	0	1	16	19
Certificate of Occupancy	3	4	22	19
Swimming Pool	3	1	27	10
Sprinkler System	2	5	95	46
Solicitor	0	0	0	0
Contractor Registration	11	10	179	142
MHP Registration	0	0	3	0
Total # of Permits	**67**	**79**	**1156**	**861**

New Businesses Report
November 2021

New Businesses (Certificate of Occupancy Issued)	Address
Vapor Maven Tx	208 N Broadway St

Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Calvary Chapel SW Metro Keep your Fork	307 E 12th, Ste B 307 E 12th St, Ste A
Chicks Before Pricks Boutique	307 E 12th St, Ste A

New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address
Express Employment Professionals (New Owner) The Owls Nest Café (New Location)	1409 S Broadway St, Ste B 101 N Main St, Ste B

City Secretary's Office

Monthly Report

November 2021

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 and 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 2021 and was processed immediately after the meeting:

- Minutes from the City Council Meeting held on October 21, 2021.
- Ordinance approving a request for a zoning change regarding a 144.24 acre of land known as Tract 9 and 10, in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas located on the east side of CR 1023 to change from (A) Agricultural District to the (R1L) Single Family Residential Large Lot District to allow for the construction of a residential subdivision.
- Ordinance establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the Joshua Fire Department for services provided.
- Ordinance amending Chapter 8, "Offenses and Nuisances," of the Code of Ordinances by adding a new article 8.09, "Traffic, Sidewalk and Public Way obstructions"; providing for the removal of traffic obstructions, including the trimming of trees and other plants and foliage.
- Resolution affirming the casting of votes in the 2022-2023 Election of the Board of Directors for the Central Appraisal District of Johnson County.
- Appointment of Danny Turpen to the Planning and Zoning as alternate 2.

Meeting Minutes prepared and approved:

- Planning & Zoning – October 4, 2021
- City Council – October 18, 2021

City Secretary attended the following meetings:

- November 1, 2021 – Planning & Zoning Meeting
- November 4, 2021 – Staff Meeting
- November 10, 2021 – North Texas Municipal Clerks Association Meeting
- November 30, 2021 – Municode Software Kickstart Meeting

<u>Census Monthly Reporting</u>

Report of Building Permits for new residential structures – Four (4) Single Family Houses with a total valuation of $1,682,574.

<u>Public Information Request</u>

Update for November and December will be provided in January

Records Management

City Secretary has gathered 84 Agreements from different City departments. Each agreement has been scanned for easy access to everyone, labeled, and filed in red folders. All agreements/contracts are now stored in the City Secretary's Office. **UPDATE-** City Secretary working with the Parks Department has created a secure room in the Parks Building for City records. City Secretary has created the following process to move the archive files:

- Created an online form for each department to inventory and enter their records. Once they input the information into the online form, it will automatically go to the City Secretary. At that time, it will be merged into an archive form that will be inserted in a pocket sleeve attached to the box of records. The new forms will be color-coded by department and all necessary information will be listed. See example below:

SAMPLE ONLY

Department: Administration	State Record Number: SE 2023-5874
Description: Election Records	Retention Period: 10 Years
Date Series: 2015-2016	Department Box Number: 0606
Today's Date (Monday, Day, Year, ex. January 01, 2021): 10/14/2021	Eligible Destruction Year (1st January after retention period): 2026

Once all records are entered and processed, the boxes will be moved. Once located in the new area, the City Secretary will process another complete inventory to confirm all boxes are in the correct location. **Update**- Almost all the boxes have been inventoried and moved to the new location. The remainder will be moved in December.

Code of Ordinance

The Code of Ordinance Vault is updated, and Supplement No. 16 has been uploaded to the website. All ordinances as of October 21, 2021 have been codified.

Training / Certifications

City Secretary currently holds the following certifications:

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

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

The next seminar (budgeted item) will be in January 2022. The topic will be Elections.

Election

Johnson County- Uniform Election Day – November 2, 2021
Johnson County- Primary Election – March 1, 2022

City of Joshua- Uniform Election Day- May 7, 2022, for the following places:

- Mayor
- Place 1
- Place 3

Update: The Notice of Election will be posted on December 17, 2021.

Special Projects

Christmas Party- City Secretary's Office has been given the task of organizing the City Christmas Party. City Secretary Holloway and three other employees from different parties are hoping to prepare a party that everyone enjoys. The party will be on December 3, 2021 at 6:00 pm inside the James Event Center. Update: There was approximately 144 guest at the party. The party started at 6:00 pm and ended at 9:00 pm.

Website Update- City Secretary's Office is currently working with the website host to upgrade the current City website. This process will take a few months.

Agenda Software- The agenda software was approved in the 2021-22 budget. City Secretary is working with the software company to get the software set up for City Council and all board agenda packets. Once this process is completed, training will be provided to the department heads. **Update:** The software is almost complete. There is just a few more items to be added. The goal is to start using it in January or February.

Liens

The list below is the correct list of active liens held by the City of Joshua. –No updates.

CITY OF JOSHUA
OUTSTANDING PROPERTY LIENS
AS OF
8/12/2021

Property Address	Work Date	Description	Document Number	Filing Date	Filing Amount	Filing Fee	Total (w/o Interest)
Bentley, 203	*Lot 13, Block 3 of the Bentley Addition*						*$ 192.56*
	9/8/2017	Mowing/clean-up	2017-30662	12/11/2017	$ 166.56	$ 26.00	
Broadway, 1525 S.	*Lot 1, Block 1, J-4-M Oaks Addition*						*$ 18,550.00*
	10/7/2014	Declaratory Judgment - fine	2015-175	10/8/2014	$ 2,500.00		
	10/7/2014	Declaratory Judgment - court fees	2015-175	10/8/2014	$ 16,000.00	$ 50.00	
Caddo Road (126.0827.00730)	*Tract 21B, E M Thompson Survey, Abs 827*						*$ 407.74*
	10/18/2016	Mowing/clean-up	2017-1811	1/20/2017	$ 381.74	$ 26.00	
Caddo Road (126.0827.01990)	*Tract 37, E M Thompson Survey, Abs 827*						*$ 934.50*
	8/1/2018	Contractor Fees - Ramos Sub.	2018-21711	8/3/2018	$ 908.50	$ 26.00	
Conveyor, 115	*Unit H, Bently Plaza*						*$ 175.75*
	4/12/2013	Mowing/clean-up	2013-14021	6/10/2013	$ 155.75	$ 20.00	
CR 909, 801	*Tract 20, G Casseland Survey, Abs 173*						*$ 632.74*
	6/24/2016	Mowing/clean-up	2016-25336	10/14/2016	$ 606.74	$ 26.00	
CR 913 (126.827.00740)	*Tract 21C, E M Thompson Survey, Abs 827*						*$ 232.74*
	10/18/2016	Mowing/clean-up	2017-1812	1/20/2017	$ 206.74	$ 26.00	
CR 1023 (126.0173.02190)	*Tract 9 of the G Casseland Survey, Abs 173*						*$ 232.74*
	8/21/2017	Mowing/clean-up	2017-30661	12/11/2017	$ 206.74	$ 26.00	
Lakeview Dr. (126.3505.00360)	*Lot 36, Oak Haven Addition*						*$ 282.74*
	8/27/2016	Mowing/clean-up	2016-28699	11/21/2016	$ 256.74	$ 26.00	
Main, 200 N.	*Lots 7-10, Block 4, Original Town Joshua Addition*						*$ 192.74*
	5/25/2016	Mowing/clean-up	2016-17727	7/26/2016	$ 166.74	$ 26.00	
Stadium Dr (126.0636.01640)	*Tract 40, McKinney & Williams Survey, Abs 636*						*$ 682.74*
	10/17/2016	Mowing/clean-up	2017-1810	1/20/2017	$ 656.74	$ 26.00	
Yvonne Dr, 1004	*Lot 2, Block 1 of the Purselley Addition*						*$ 482.79*
	8/1/2018	Contractor Fees - Purselley Add.	2018-21714	8/3/2018	$ 456.79	$ 26.00	
4th Street, 523	*Tract 19 & 20, H G Cason Survey, Abs 156*						*$ 275.75*
	11/9/2012	Mowing/clean-up	2013-3547	2/12/2013	$ 255.75	$ 20.00	
6th Street (126.0029.03440)	*Tract 11, W W Byers Survey, Abs 29*						*$ 232.74*
	10/14/2016	Mowing/clean-up	2016-25339	10/14/2016	$ 206.74	$ 26.00	
6th Street & Santa Fe	*Tract 1, W W Byers Survey, Abs 29*						*$ 337.74*
	10/14/2016	Mowing/clean-up	2016-25342	10/14/2016	$ 311.74	$ 26.00	
14th Street, 201 E.	*Tract 68A, W W Byers Survey, Abs 29*						*$ 192.74*
	6/15/2016	Mowing/clean-up	2016-17733	7/26/2016	$ 166.74	$ 26.00	
TOTAL OUTSTANDING PROPERTY LIENS							$ 24,038.75