

**ANNEXATION SERVICE AGREEMENT BETWEEN
THE CITY OF JOSHUA AND ELITE DEVELOPERS, INC.**

As required by Section 43.0672 of the Texas Local Government Code, this Annexation Service Agreement (this "Agreement") shall serve as a written agreement between the City of Joshua, Texas (the "City") and Elite Developers, Inc. ("Owner"), owner of the Annexed Area (collectively, the "Parties") concerning the provision of services to the territory described in the attached and incorporated Exhibit A (the "Annexed Area").

The Parties agree as follows concerning the services that are to be provided within the Annexed Area on the effective date of the annexation:

A. POLICE PROTECTION:

Police personnel and equipment from the Joshua Police Department shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the City, on the effective date of the annexation ordinance.

B. FIRE PROTECTION / EMERGENCY MEDICAL SERVICES:

Fire protection and Emergency Medical Services (EMS) from the City shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the City, on the effective date of the annexation ordinance.

C. FIRE PREVENTION / INVESTIGATION:

The services of the Joshua Fire Department shall be provided to the area on the effective date of the annexation ordinance. The non-emergency services of fire prevention and fire investigation will be added to the list of services provided by the Joshua Fire Department.

D. SOLID WASTE COLLECTION:

Solid waste collection shall be provided to the area annexed upon request on the effective date of the annexation ordinance up to the second anniversary of the annexation. After that time, residents will be required to use the City's solid waste collection company. The collection of refuse from individual properties shall be made in accordance with the City's usual solid waste collection scheduling.

E. WATER SERVICE:

This area is currently serviced by the Johnson County Special Utility District.

F. SANITARY SEWER SERVICE:

This area is currently serviced by the Johnson County Special Utility District.

G. ROADS AND STREETS / STREET LIGHTING:

1. Operation and maintenance of private streets in the annexed area will be the responsibility of the Owner.
2. Operation and maintenance of public streets in the annexed area will be provided by the City on the effective date of the annexation ordinance.

H. PARKS AND RECREATION:

Residents within the area annexed may utilize all existing City parks and recreation facilities, on the effective date of the annexation ordinance. Fees for such usage shall be in accordance with current fees established by City ordinance.

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

1. Enforcement of current environmental health ordinances and regulations, including, but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within this area on the effective date of the annexation ordinance.
2. Inspection services, including, but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with City codes and ordinances will be provided on the effective date of the annexation ordinance.

J. MISCELLANEOUS:

Any publicly owned facility, building, or service located within the annexed area shall be maintained by the City on the effective date of the annexation ordinance. All other applicable municipal services shall be provided to the annexation area in accordance with the City's established policies governing extension of municipal services to newly annexed areas.

The Parties agree that the terms of this Agreement will not provide any fewer services, and the City will not provide a lower level of service in the Annexed Area than were in existence in such area at the time immediately preceding the annexation process.

The Parties agree that the City is not required to provide a service in the Annexed Area that is not included in this Agreement.

The City Council has authorized the City Manager to execute this Agreement on behalf of the City.

**APPROVED BY THE CITY COUNCIL FOR THE CITY OF JOSHUA, TEXAS, ON
THIS THE 15TH DAY OF SEPTEMBER, 2022.**

CITY OF JOSHUA, TEXAS

By: _____

Mike Peacock

Title: City Manager, City of Joshua

ATTEST:

Name: Alice Holloway

Title: City Secretary

APPROVED AS TO FORM:

Name: Terrence S. Welch

Title: City Attorney

OWNER:

ELITE DEVELOPERS, INC.

Printed Name: Clyde Sewell

Title: _____

Address: P.O. Box 242
Joshua, Texas 76058

Date: _____

EXHIBIT A
(Property Description)