



**AGENDA  
CITY COUNCIL REGULAR MEETING  
COUNCIL CHAMBERS  
APRIL 20, 2023  
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 April 20, 2023. 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/85801010950?pwd=RXQ1MjhLOHNZQ0tzY3NYWk1qRGJidz09>

Meeting ID: 858 0101 0950 Passcode: 512823 or dial 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](http://cityofjoshuatx.us)) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during open session by the City Secretary.

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

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

**B. PLEDGE OF ALLEGIANCE**

1. United States of America
2. Texas Flag

**C. INVOCATION**

**D. WORK SESSION**

1. Review and discuss questions related to the budget report and financial statement for March 2023. (Staff Resource: M. Peacock)
2. Discussion on the Homestead Exemption. (Staff Resource: M. Peacock)
3. Discuss and receive update on IT Infrastructure including broadband Connectivity. (Staff Resource: M. Peacock)

**E. UPDATES FROM MAYOR AND COUNCIL MEMEBERS, UPDATES FROM CITY STAFF MEMBERS:**

*Pursuant to Texas Government Code Section 551.0415, the Mayor and Members of the City Council may report on the following items of community interest, including (1) expressions of thanks, congratulations, or condolences; (2) information about holiday schedules, (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving any imminent threat to public health and safety. Staff Updates will address operational issues in various City departments. No deliberation is authorized under the Texas Open Meetings Act.*

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

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

- [1.](#) Proclamation- National Day of Prayer
- [2.](#) Proclamation: Jacob Simpkins Day
- [3.](#) Proclamation- Girl Scout Gold Award Day

**G. CONSENT AGENDA**

- [1.](#) Discuss, consider, and possible action on meeting minutes of March 16, 2023 and March 27, 2023.

**H. REGULAR AGENDA**

- [1.](#) Discuss, consider and possible action on an Ordinance approving Budget Amendment No.1 for the FY 2022-23.
- [2.](#) Discuss, consider, and possible action on a 380 Agreement with Pathway Communications to provide Fiber Internet Service to Mountain Valley Estates area.
- [3.](#) Discuss, Consider and possible Action on funding a Drainage Impact Fee Study with New Gen Strategies and Solutions in the amount of \$40,000.
- [4.](#) Discuss, consider, and possible action on approval of an agreement with Alpha Testing for soil testing for the Municipal Complex.
- [5.](#) Discuss, consider, and possible action on the proposed Policy for a Façade Improvement Grant funded by Type A EDC and ARPA funds.

**I. STAFF REPORT**

- [1.](#) Police Department
- [2.](#) Fire Department
- [3.](#) Municipal Court
- [4.](#) Parks & Recreation
- [5.](#) Public Works Report March 2023
- [6.](#) Animal Services

**J. FUTURE AGENDA ITEMS/REQUESTS BY COUNCIL MEMBERS TO BE ON THE NEXT AGENDA**

*Councilmembers shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that is not posted. However, any Councilmember may state an issue and request to place the item on a future agenda.*

**K. ADJOURNMENT**

The City Council 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 April 17, 2023, by 12:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

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Alice Holloway  
City Secretary

City of Joshua  
 Financial Statement  
 As of March 31, 2023

<b>100 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Tax Revenue	336,960.58	184,872.23	152,088.35	3,551,098.41	4,740,109.00	74.92%	1,189,010.59
Charges for Services	16,765.62	33,236.87	(16,471.25)	192,533.57	399,000.00	48.25%	206,466.43
Licenses, Permits & Fees	19,855.93	77,730.23	(57,874.30)	181,111.28	963,115.00	18.80%	782,003.72
Grants & Contributions	300.00	166.66	133.34	4,654.60	2,000.00	232.73%	(2,654.60)
Intergovernmental Revenues	16,250.00	103,179.80	(86,929.80)	98,697.41	1,238,585.00	7.97%	1,139,887.59
Investment Earnings	2,586.28	83.30	2,502.98	11,549.25	1,000.00	1154.93%	(10,549.25)
Miscellaneous	2,420.39	4,165.00	(1,744.61)	17,146.07	50,000.00	34.29%	32,853.93
Transfers In	0.00	83,333.33	(83,333.33)	1,000,000.00	1,497,771.00	66.77%	497,771.00
Revenue Totals	<u>395,138.80</u>	<u>486,767.42</u>	<u>(91,628.62)</u>	<u>5,056,790.59</u>	<u>8,891,580.00</u>	<u>56.87%</u>	<u>3,834,789.41</u>
<b>Expense Summary</b>							
Contract & Professional Services	77,429.47	101,096.54	(23,667.07)	457,952.26	863,243.00	53.05%	405,290.74
Utilities	15,966.62	14,581.87	1,384.75	92,032.94	245,050.00	37.56%	153,017.06
Holiday Events	1,365.60	2,916.67	(1,551.07)	33,291.48	95,000.00	35.04%	61,708.52
Supplies	60,819.23	38,882.37	21,936.86	206,532.54	466,763.00	44.25%	260,230.46
Miscellaneous	20,912.29	15,271.25	5,641.04	1,008,861.37	279,380.00	361.11%	(729,481.37)
Personnel	369,697.63	367,748.25	1,949.38	2,263,162.70	4,818,551.00	46.97%	2,555,388.30
Debt Service	18,328.56	25,552.55	(7,223.99)	109,712.53	310,730.00	35.31%	201,017.47
Transfers Out	242,237.00	5,642.75	236,594.25	242,237.00	67,713.00	357.74%	(174,524.00)
Repair & Maintenance	38,649.17	30,993.93	7,655.24	160,437.37	372,075.00	43.12%	211,637.63
Capital Outlay	0.00	143,674.66	(143,674.66)	143,428.26	273,075.00	52.52%	129,646.74
Expense Totals	<u>845,405.57</u>	<u>746,360.84</u>	<u>99,044.73</u>	<u>4,717,648.45</u>	<u>7,791,580.00</u>	<u>60.55%</u>	<u>3,073,931.55</u>



City of Joshua  
 Financial Statement  
 As of March 31, 2023

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Item 1.

<b>100 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Tax Revenue</b>							
100-4000 GF Property Tax	78,644.77	68,418.83	10,225.94	2,660,531.63	3,068,109.00	86.72%	407,577.37
100-4001 GF Property Tax Penalty	4,624.29	916.30	3,707.99	10,116.04	11,000.00	91.96%	883.96
100-4002 GF Prop Tax Interest Income	1,265.67	625.00	640.67	3,327.13	7,500.00	44.36%	4,172.87
100-4003 City Sales Taxes	116,410.04	104,125.00	12,285.04	700,896.90	1,250,000.00	56.07%	549,103.10
100-4005 Mixed Beverage Tax	1,610.27	999.60	610.67	10,653.93	12,000.00	88.78%	1,346.07
100-4006 Franchise Taxes	134,405.54	9,787.50	124,618.04	165,572.78	391,500.00	42.29%	225,927.22
Tax Revenue Totals	<u>336,960.58</u>	<u>184,872.23</u>	<u>152,088.35</u>	<u>3,551,098.41</u>	<u>4,740,109.00</u>	<u>74.92%</u>	<u>1,189,010.59</u>
<b>Charges for Services</b>							
100-4008 ESD Contract Fee	15,853.12	16,160.20	(307.08)	95,118.72	194,000.00	49.03%	98,881.28
100-4008 ESD Pers Stipend	0.00	0.00	0.00	1,560.00	0.00	0.00%	(1,560.00)
100-4008 ESD Fuel Stipend	0.00	0.00	0.00	3,120.00	0.00	0.00%	(3,120.00)
100-4008 ESD Incentive	0.00	416.67	(416.67)	2,737.50	5,000.00	54.75%	2,262.50
100-4008 ESD Staffing	912.50	0.00	912.50	1,825.00	0.00	0.00%	(1,825.00)
100-4108 Trash Collection Service Charges	0.00	16,660.00	(16,660.00)	88,172.35	200,000.00	44.09%	111,827.65
Charges for Services Totals	<u>16,765.62</u>	<u>33,236.87</u>	<u>(16,471.25)</u>	<u>192,533.57</u>	<u>399,000.00</u>	<u>48.25%</u>	<u>206,466.43</u>
<b>Licenses, Permits &amp; Fees</b>							
100-4100 Permits/Fees	2,453.74	54,145.00	(51,691.26)	77,690.36	650,000.00	11.95%	572,309.64
100-4101 Fines/Court Fees	13,862.82	17,493.00	(3,630.18)	65,266.36	210,000.00	31.08%	144,733.64
100-4102 Rabies Vouchers	10.00	133.28	(123.28)	520.00	1,600.00	32.50%	1,080.00
100-4105 Gas Well Fees	0.00	0.00	0.00	0.00	30,000.00	0.00%	30,000.00
100-4106 Development	1,757.00	0.00	1,757.00	21,538.75	0.00	0.00%	(21,538.75)
100-4109 Utility Penalties	0.00	466.48	(466.48)	0.00	5,600.00	0.00%	5,600.00
100-4110 Utility Admin Fee	0.00	1,100.80	(1,100.80)	5,702.81	13,215.00	43.15%	7,512.19
100-4112 Pet Adoption Fees	940.00	3,666.67	(2,726.67)	4,970.00	44,000.00	11.30%	39,030.00

City of Joshua  
 Financial Statement  
 As of March 31, 2023

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Licenses, Permits &amp; Fees</b>							
100-4113 Pet Microchip Fees	65.00	100.00	(35.00)	1,895.00	1,200.00	157.92%	(695.00)
100-4115 Local Truancy and Prevention	501.31	500.00	1.31	2,546.64	6,000.00	42.44%	3,453.36
100-4116 Municipal Jury Fund	10.01	41.67	(31.66)	50.88	500.00	10.18%	449.12
100-4117 Time Payment Reimbursement	256.05	83.33	172.72	930.48	1,000.00	93.05%	69.52
Licenses, Permits & Fees Totals	<u>19,855.93</u>	<u>77,730.23</u>	<u>(57,874.30)</u>	<u>181,111.28</u>	<u>963,115.00</u>	<u>18.80%</u>	<u>782,003.72</u>
<b>Grants &amp; Contributions</b>							
100-4200 Fire Department Donations	0.00	41.67	(41.67)	100.00	500.00	20.00%	400.00
100-4201 Animal Shelter Donations	100.00	41.67	58.33	1,485.05	500.00	297.01%	(985.05)
100-4202 Police Department Donations	0.00	41.67	(41.67)	1,619.55	500.00	323.91%	(1,119.55)
100-4203 General Fund Donations	200.00	41.65	158.35	1,450.00	500.00	290.00%	(950.00)
Grants & Contributions Totals	<u>300.00</u>	<u>166.66</u>	<u>133.34</u>	<u>4,654.60</u>	<u>2,000.00</u>	<u>232.73%</u>	<u>(2,654.60)</u>
<b>Intergovernmental Revenues</b>							
100-4401 Fire Department Grants	0.00	12,510.24	(12,510.24)	0.00	150,183.00	0.00%	150,183.00
100-4402 ESD Grant	16,250.00	14,083.33	2,166.67	97,500.00	169,000.00	57.69%	71,500.00
100-4404 LEOSE/Continuing Education	0.00	125.00	(125.00)	1,197.41	1,500.00	79.83%	302.59
100-4407 ARPA Funds	0.00	76,461.23	(76,461.23)	0.00	917,902.00	0.00%	917,902.00
Intergovernmental Revenues Totals	<u>16,250.00</u>	<u>103,179.80</u>	<u>(86,929.80)</u>	<u>98,697.41</u>	<u>1,238,585.00</u>	<u>7.97%</u>	<u>1,139,887.59</u>
<b>Investment Earnings</b>							
100-4600 Interest Income	2,586.28	83.30	2,502.98	11,549.25	1,000.00	1154.93%	(10,549.25)
Investment Earnings Totals	<u>2,586.28</u>	<u>83.30</u>	<u>2,502.98</u>	<u>11,549.25</u>	<u>1,000.00</u>	<u>1154.93%</u>	<u>(10,549.25)</u>
<b>Miscellaneous</b>							
100-4901 Misc. Revenue	2,420.39	4,165.00	(1,744.61)	17,146.07	50,000.00	34.29%	32,853.93
Miscellaneous Totals	<u>2,420.39</u>	<u>4,165.00</u>	<u>(1,744.61)</u>	<u>17,146.07</u>	<u>50,000.00</u>	<u>34.29%</u>	<u>32,853.93</u>

City of Joshua  
 Financial Statement  
 As of March 31, 2023

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Item 1.

<b>100 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Transfers In</b>							
100-4902 Proceeds From Debt	0.00	83,333.33	(83,333.33)	1,000,000.00	1,000,000.00	100.00%	0.00
100-4917 Transfer from Type A EDC	0.00	0.00	0.00	0.00	78,210.00	0.00%	78,210.00
100-4918 Transfer from Type B EDC	0.00	0.00	0.00	0.00	419,561.00	0.00%	419,561.00
Transfers In Totals	<u>0.00</u>	<u>83,333.33</u>	<u>(83,333.33)</u>	<u>1,000,000.00</u>	<u>1,497,771.00</u>	<u>66.77%</u>	<u>497,771.00</u>
Revenue Totals	<u>395,138.80</u>	<u>486,767.42</u>	<u>(91,628.62)</u>	<u>5,056,790.59</u>	<u>8,891,580.00</u>	<u>56.87%</u>	<u>3,834,789.41</u>

City of Joshua  
 Financial Statement  
 As of March 31, 2023

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Item 1.

<b>100 - General Fund Community Service</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	0.00	15,618.75	(15,618.75)	111,831.17	187,500.00	59.64%	75,668.83
Holiday Events	0.00	0.00	0.00	6,880.08	60,000.00	11.47%	53,119.92
Miscellaneous	2,826.00	3,107.09	(281.09)	33,858.26	56,945.00	59.46%	23,086.74
Supplies	0.00	0.00	0.00	12,330.61	0.00	0.00%	(12,330.61)
Utilities	4,484.32	3,748.50	735.82	23,657.23	45,000.00	52.57%	21,342.77
<b>Community Service Totals</b>	<u>7,310.32</u>	<u>22,474.34</u>	<u>(15,164.02)</u>	<u>188,557.35</u>	<u>349,445.00</u>	<u>53.96%</u>	<u>160,887.65</u>

<b>100 - General Fund General Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	40,742.61	25,302.14	15,440.47	84,127.31	150,285.00	55.98%	66,157.69
Debt Service	2,250.00	0.00	2,250.00	2,842.03	4,000.00	71.05%	1,157.97
Holiday Events	1,365.60	2,916.67	(1,551.07)	26,411.40	35,000.00	75.46%	8,588.60
Miscellaneous	13,211.00	8,414.96	4,796.04	949,315.83	177,435.00	535.02%	(771,880.83)
Personnel	688.29	100.00	588.29	3,537.44	4,200.00	84.22%	662.56
Transfers Out	242,237.00	5,642.75	236,594.25	242,237.00	67,713.00	357.74%	(174,524.00)
<b>General Non-Departmental Totals</b>	<u>300,494.50</u>	<u>42,376.52</u>	<u>258,117.98</u>	<u>1,308,471.01</u>	<u>438,633.00</u>	<u>298.31%</u>	<u>(869,838.01)</u>

<b>100 - General Fund Mayor &amp; Council</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	0.00	416.66	(416.66)	6,000.00	5,000.00	120.00%	(1,000.00)
Miscellaneous	485.00	875.00	(390.00)	3,602.48	10,500.00	34.31%	6,897.52
Personnel	14,387.00	15,176.91	(789.91)	87,835.64	186,123.00	47.19%	98,287.36
Supplies	1,857.22	1,124.84	732.38	5,428.55	13,500.00	40.21%	8,071.45
<b>Mayor &amp; Council Totals</b>	<u>16,729.22</u>	<u>17,593.41</u>	<u>(864.19)</u>	<u>102,866.67</u>	<u>215,123.00</u>	<u>47.82%</u>	<u>112,256.33</u>

City of Joshua  
 Financial Statement  
 As of March 31, 2023

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Item 1.

<b>100 - General Fund Administration</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	5,610.57	10,434.62	(4,824.05)	50,563.92	82,730.00	61.12%	32,166.08
Debt Service	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
Miscellaneous	0.00	541.45	(541.45)	255.23	6,500.00	3.93%	6,244.77
Personnel	59,039.37	55,689.04	3,350.33	382,338.60	727,595.00	52.55%	345,256.40
Repair & Maintenance	1,612.94	1,416.10	196.84	7,505.41	17,000.00	44.15%	9,494.59
Supplies	2,874.09	1,772.20	1,101.89	10,832.76	21,275.00	50.92%	10,442.24
Utilities	2,012.29	2,713.17	(700.88)	10,437.19	32,570.00	32.05%	22,132.81
<b>Administration Totals</b>	<u>71,149.26</u>	<u>73,399.91</u>	<u>(2,250.65)</u>	<u>461,933.11</u>	<u>897,670.00</u>	<u>51.46%</u>	<u>435,736.89</u>

<b>100 - General Fund Police Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	15,054.98	15,605.00	96.48%	550.02
Contract & Professional Services	8,521.14	23,904.52	(15,383.38)	94,444.70	132,640.00	71.20%	38,195.30
Debt Service	8,514.92	11,151.78	(2,636.86)	58,739.21	133,875.00	43.88%	75,135.79
Miscellaneous	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
Personnel	112,050.61	121,355.82	(9,305.21)	747,977.75	1,612,296.00	46.39%	864,318.25
Repair & Maintenance	9,624.11	6,289.18	3,334.93	38,768.68	75,500.00	51.35%	36,731.32
Supplies	22,296.36	3,465.28	18,831.08	38,310.99	41,600.00	92.09%	3,289.01
Utilities	1,555.26	1,999.20	(443.94)	7,922.75	24,000.00	33.01%	16,077.25
<b>Police Department Totals</b>	<u>162,562.40</u>	<u>168,249.08</u>	<u>(5,686.68)</u>	<u>1,001,219.06</u>	<u>2,036,516.00</u>	<u>49.16%</u>	<u>1,035,296.94</u>

<b>100 - General Fund Public Works</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	133,877.08	(133,877.08)	103,466.05	139,895.00	73.96%	36,428.95
Contract & Professional Services	231.55	1,757.62	(1,526.07)	2,117.09	21,100.00	10.03%	18,982.91

City of Joshua  
Financial Statement  
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Debt Service	2,124.13	4,525.27	(2,401.14)	12,754.78	54,325.00	23.48%	41,570.22
Miscellaneous	4,050.00	833.33	3,216.67	9,871.97	10,000.00	98.72%	128.03
Personnel	30,103.43	30,438.99	(335.56)	191,280.56	408,700.00	46.80%	217,419.44
Repair & Maintenance	6,995.34	7,563.66	(568.32)	36,854.45	90,800.00	40.59%	53,945.55
Supplies	16,669.69	17,576.30	(906.61)	78,893.86	211,000.00	37.39%	132,106.14
Utilities	361.33	641.41	(280.08)	2,661.72	7,700.00	34.57%	5,038.28
<b>Public Works Totals</b>	<b>60,535.47</b>	<b>197,213.66</b>	<b>(136,678.19)</b>	<b>437,900.48</b>	<b>943,520.00</b>	<b>46.41%</b>	<b>505,619.52</b>

<b>100 - General Fund Municipal Court</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	3,052.44	2,917.16	135.28	14,334.64	35,020.00	40.93%	20,685.36
Miscellaneous	209.82	83.30	126.52	559.52	1,000.00	55.95%	440.48
Personnel	5,435.87	5,750.15	(314.28)	41,277.28	77,075.00	53.55%	35,797.72
Supplies	0.00	154.10	(154.10)	648.58	1,850.00	35.06%	1,201.42
<b>Municipal Court Totals</b>	<b>8,698.13</b>	<b>8,904.71</b>	<b>(206.58)</b>	<b>56,820.02</b>	<b>114,945.00</b>	<b>49.43%</b>	<b>58,124.98</b>

<b>100 - General Fund Development Services</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	14,239.39	16,061.20	(1,821.81)	62,150.85	192,740.00	32.25%	130,589.15
Debt Service	1,279.44	3,136.24	(1,856.80)	7,676.64	37,650.00	20.39%	29,973.36
Personnel	25,366.22	26,743.86	(1,377.64)	162,258.05	346,095.00	46.88%	183,836.95
Repair & Maintenance	604.01	1,024.59	(420.58)	5,785.27	12,300.00	47.03%	6,514.73
Supplies	413.25	524.79	(111.54)	2,079.98	6,300.00	33.02%	4,220.02
Utilities	330.26	442.45	(112.19)	1,567.09	5,310.00	29.51%	3,742.91
<b>Development Services Totals</b>	<b>42,232.57</b>	<b>47,933.13</b>	<b>(5,700.56)</b>	<b>241,517.88</b>	<b>600,395.00</b>	<b>40.23%</b>	<b>358,877.12</b>

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<b>100 - General Fund Animal Control</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	1,121.27	1,212.84	(91.57)	7,070.67	14,560.00	48.56%	7,489.33
Debt Service	1,227.07	867.92	359.15	3,658.38	10,415.00	35.13%	6,756.62
Personnel	10,896.29	15,161.68	(4,265.39)	92,036.20	203,226.00	45.29%	111,189.80
Repair & Maintenance	4,505.72	4,673.96	(168.24)	12,501.15	56,110.00	22.28%	43,608.85
Supplies	2,015.26	3,142.26	(1,127.00)	8,214.00	37,715.00	21.78%	29,501.00
Utilities	1,240.60	1,377.78	(137.18)	7,917.91	16,540.00	47.87%	8,622.09
<b>Animal Control Totals</b>	<b>21,006.21</b>	<b>26,436.44</b>	<b>(5,430.23)</b>	<b>131,398.31</b>	<b>338,566.00</b>	<b>38.81%</b>	<b>207,167.69</b>

<b>100 - General Fund Fire Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	8,520.83	(8,520.83)	21,202.23	102,250.00	20.74%	81,047.77
Contract & Professional Services	3,678.95	2,821.20	857.75	21,083.67	33,868.00	62.25%	12,784.33
Debt Service	1,580.03	1,827.18	(247.15)	15,923.67	21,935.00	72.59%	6,011.33
Miscellaneous	130.47	1,291.15	(1,160.68)	11,398.08	15,500.00	73.54%	4,101.92
Personnel	86,601.42	65,779.48	20,821.94	386,465.29	874,463.00	44.19%	487,997.71
Repair & Maintenance	10,457.27	8,381.22	2,076.05	48,362.51	100,615.00	48.07%	52,252.49
Supplies	13,643.88	8,615.18	5,028.70	33,795.93	103,423.00	32.68%	69,627.07
Utilities	2,850.85	2,998.80	(147.95)	20,206.91	36,000.00	56.13%	15,793.09
<b>Fire Department Totals</b>	<b>118,942.87</b>	<b>100,235.04</b>	<b>18,707.83</b>	<b>558,438.29</b>	<b>1,288,054.00</b>	<b>43.36%</b>	<b>729,615.71</b>

<b>100 - General Fund Park Maintenance</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	1,276.75	(1,276.75)	3,705.00	15,325.00	24.18%	11,620.00
Contract & Professional Services	231.55	169.93	61.62	1,389.30	2,040.00	68.10%	650.70
Debt Service	1,352.97	3,210.83	(1,857.86)	8,117.82	38,530.00	21.07%	30,412.18

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Personnel	16,617.80	18,610.63	(1,992.83)	116,089.11	223,416.00	51.96%	107,326.89
Repair & Maintenance	4,849.78	1,645.22	3,204.56	10,659.90	19,750.00	53.97%	9,090.10
Supplies	1,049.48	1,457.77	(408.29)	14,946.00	17,500.00	85.41%	2,554.00
Utilities	3,131.71	577.26	2,554.45	17,650.60	76,930.00	22.94%	59,279.40
<b>Park Maintenance Totals</b>	<u>27,233.29</u>	<u>26,948.39</u>	<u>284.90</u>	<u>172,557.73</u>	<u>393,491.00</u>	<u>43.85%</u>	<u>220,933.27</u>

<b>100 - General Fund Fire Marshal</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	0.00	479.90	(479.90)	2,838.94	5,760.00	49.29%	2,921.06
Miscellaneous	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Personnel	8,511.33	12,941.69	(4,430.36)	52,066.78	155,362.00	33.51%	103,295.22
Supplies	0.00	1,049.65	(1,049.65)	1,051.28	12,600.00	8.34%	11,548.72
Utilities	0.00	83.30	(83.30)	11.54	1,000.00	1.15%	988.46
<b>Fire Marshal Totals</b>	<u>8,511.33</u>	<u>14,596.21</u>	<u>(6,084.88)</u>	<u>55,968.54</u>	<u>175,222.00</u>	<u>31.94%</u>	<u>119,253.46</u>
<b>Expense Total</b>	<u>845,405.57</u>	<u>746,360.84</u>	<u>99,044.73</u>	<u>4,717,648.45</u>	<u>7,791,580.00</u>	<u>60.55%</u>	<u>3,073,931.55</u>



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<b>100 - General Fund Community Service</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-01-5404 CS Solid Waste Services	0.00	15,618.75	(15,618.75)	111,831.17	187,500.00	59.64%	75,668.83
100-01-5711 CS Street Lights	4,484.32	3,748.50	735.82	23,657.23	45,000.00	52.57%	21,342.77
100-01-5800 CS Community Events	0.00	0.00	0.00	6,880.08	60,000.00	11.47%	53,119.92
100-01-5801 CS Christmas Tree & Decor	0.00	0.00	0.00	12,330.61	0.00	0.00%	(12,330.61)
100-01-5900 CS Library Operating	1,775.00	1,774.29	0.71	10,650.00	21,300.00	50.00%	10,650.00
100-01-5902 CS Cle-Tran	0.00	0.00	0.00	6,478.51	7,145.00	90.67%	666.49
100-01-5903 CS Clean-Up And Recycling	0.00	0.00	0.00	10,276.04	12,500.00	82.21%	2,223.96
100-01-5905 CS Quarterly City Newsletter	1,051.00	1,249.50	(198.50)	6,303.71	15,000.00	42.02%	8,696.29
100-01-5906 CS Crud Cruiser	0.00	83.30	(83.30)	150.00	1,000.00	15.00%	850.00
<b>Community Service Totals</b>	<b>7,310.32</b>	<b>22,474.34</b>	<b>(15,164.02)</b>	<b>188,557.35</b>	<b>349,445.00</b>	<b>53.96%</b>	<b>160,887.65</b>

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<b>100 - General Fund General Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-02-5150 ND Training & Travel	0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00
100-02-5160 ND Dues & Subscriptions	688.29	0.00	688.29	3,537.44	3,000.00	117.91%	(537.44)
100-02-5401 ND IT Services	24,090.00	2,100.00	21,990.00	24,090.00	25,200.00	95.60%	1,110.00
100-02-5402 ND Legal Services	4,638.99	4,581.50	57.49	24,515.85	55,000.00	44.57%	30,484.15
100-02-5403 ND Ordinance Codification	0.00	887.14	(887.14)	880.00	10,650.00	8.26%	9,770.00
100-02-5420 ND Central Appraisal District	12,013.62	11,608.75	404.87	34,641.46	46,435.00	74.60%	11,793.54
100-02-5421 ND County Assessor -	0.00	5,500.00	(5,500.00)	0.00	5,500.00	0.00%	5,500.00
100-02-5500 ND Debt Service & Reports	2,250.00	0.00	2,250.00	2,842.03	4,000.00	71.05%	1,157.97
100-02-5800 ND Employee Events	1,365.60	2,916.67	(1,551.07)	26,411.40	35,000.00	75.46%	8,588.60
100-02-5840 ND 380 Agreement Expenses	0.00	3,333.33	(3,333.33)	9,131.44	40,000.00	22.83%	30,868.56
100-02-5865 ND TIF1 Expenses	0.00	0.00	0.00	872,314.00	0.00	0.00%	(872,314.00)
100-02-5940 ND Liability Insurance	1,695.00	0.00	1,695.00	19,833.40	52,840.00	37.53%	33,006.60
100-02-5941 ND Property Insurance	896.00	0.00	896.00	20,655.00	23,595.00	87.54%	2,940.00
100-02-5943 ND Technology	7,120.00	4,165.00	2,955.00	23,510.00	50,000.00	47.02%	26,490.00
100-02-5944 ND Website Maintenance	0.00	624.75	(624.75)	0.00	7,500.00	0.00%	7,500.00
100-02-5945 ND COVID-19	3,500.00	833.33	2,666.67	3,500.00	10,000.00	35.00%	6,500.00
100-02-5946 ND Records Retention	0.00	83.30	(83.30)	371.99	1,000.00	37.20%	628.01
100-02-5979 Transfer To Capital	242,237.00	5,642.75	236,594.25	242,237.00	67,713.00	357.74%	(174,524.00)
<b>General Non-Departmental Totals</b>	<b>300,494.50</b>	<b>42,376.52</b>	<b>258,117.98</b>	<b>1,308,471.01</b>	<b>438,633.00</b>	<b>298.31%</b>	<b>(869,838.01)</b>

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<b>100 - General Fund Mayor &amp; Council</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-03-5110 M/C Salaries	12,080.86	12,671.83	(590.97)	72,101.32	152,062.00	47.42%	79,960.68
100-03-5112 M/C Worker's Comp	0.00	32.08	(32.08)	182.88	385.00	47.50%	202.12
100-03-5117 M/C Longevity Pay	0.00	45.00	(45.00)	564.00	540.00	104.44%	(24.00)
100-03-5120 M/C Payroll Taxes	191.15	185.92	5.23	1,306.55	2,231.00	58.56%	924.45
100-03-5130 M/C Benefits	1,114.07	1,435.33	(321.26)	6,624.97	17,224.00	38.46%	10,599.03
100-03-5140 M/C TMRS	761.04	740.08	20.96	4,683.10	8,881.00	52.73%	4,197.90
100-03-5150 M/C Training & Travel	150.00	0.00	150.00	1,414.98	4,000.00	35.37%	2,585.02
100-03-5160 M/C Dues/Memberships	89.88	66.67	23.21	957.84	800.00	119.73%	(157.84)
100-03-5213 M/C Uniforms	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
100-03-5220 M/C Office Supplies	171.85	124.95	46.90	696.34	1,500.00	46.42%	803.66
100-03-5222 M/C Postage	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-03-5240 M/C Election Expenses	350.00	500.00	(150.00)	415.00	6,000.00	6.92%	5,585.00
100-03-5250 M/C Office Equipment &	1,220.00	166.67	1,053.33	4,078.00	2,000.00	203.90%	(2,078.00)
100-03-5262 M/C Events & Awards	115.37	124.95	(9.58)	239.21	1,500.00	15.95%	1,260.79
100-03-5402 M/C IT Services	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
100-03-5410 M/C Software Maintenance	0.00	333.33	(333.33)	6,000.00	4,000.00	150.00%	(2,000.00)
100-03-5909 M/C Miscellaneous	0.00	41.67	(41.67)	352.38	500.00	70.48%	147.62
100-03-5931 M/C Publishing & Filing Fees	485.00	833.33	(348.33)	3,250.10	10,000.00	32.50%	6,749.90
<b>Mayor &amp; Council Totals</b>	<b>16,729.22</b>	<b>17,593.41</b>	<b>(864.19)</b>	<b>102,866.67</b>	<b>215,123.00</b>	<b>47.82%</b>	<b>112,256.33</b>

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Item 1.

<b>100 - General Fund Administration</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-04-5110 AD Salaries	48,951.06	44,446.27	4,504.79	314,326.16	577,975.00	54.38%	263,648.84
100-04-5111 AD Overtime	164.06	0.00	164.06	767.96	0.00	0.00%	(767.96)
100-04-5112 AD Worker's Comp	0.00	0.00	0.00	918.00	1,805.00	50.86%	887.00
100-04-5117 AD Longevity Pay	0.00	0.00	0.00	8,820.00	7,872.00	112.04%	(948.00)
100-04-5120 AD Payroll Taxes	633.98	658.11	(24.13)	4,688.44	8,558.00	54.78%	3,869.56
100-04-5130 AD Benefits	4,429.67	6,962.96	(2,533.29)	25,387.64	83,589.00	30.37%	58,201.36
100-04-5140 AD TMRS	2,858.47	2,621.98	236.49	19,397.69	34,096.00	56.89%	14,698.31
100-04-5150 AD Training & Travel	499.00	275.00	224.00	2,625.50	5,000.00	52.51%	2,374.50
100-04-5160 AD Dues & Memberships	465.00	291.55	173.45	3,848.03	3,500.00	109.94%	(348.03)
100-04-5161 AD Surety Bonds	0.00	16.67	(16.67)	200.00	200.00	100.00%	0.00
100-04-5190 AD Human Resources	1,038.13	416.50	621.63	1,359.18	5,000.00	27.18%	3,640.82
100-04-5212 AD Reference Materials	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
100-04-5213 AD Uniforms	232.19	166.60	65.59	700.76	2,000.00	35.04%	1,299.24
100-04-5220 AD Office Supplies	612.98	416.50	196.48	2,699.47	5,000.00	53.99%	2,300.53
100-04-5221 AD Printing	2,028.92	166.60	1,862.32	3,236.31	2,000.00	161.82%	(1,236.31)
100-04-5222 AD Postage	0.00	147.85	(147.85)	418.33	1,775.00	23.57%	1,356.67
100-04-5250 AD Office Equip & Furniture	0.00	833.00	(833.00)	3,777.89	10,000.00	37.78%	6,222.11
100-04-5310 AD Fuel, Oil & Service	278.54	0.00	278.54	675.25	0.00	0.00%	(675.25)
100-04-5330 AD Building R & M	1,135.41	1,249.50	(114.09)	5,518.21	15,000.00	36.79%	9,481.79
100-04-5350 AD Office Equipment R & M	198.99	166.60	32.39	1,311.95	2,000.00	65.60%	688.05
100-04-5402 AD IT Services	800.00	934.62	(134.62)	4,800.00	11,220.00	42.78%	6,420.00
100-04-5403 AD Accounting & Audit	4,365.00	7,500.00	(3,135.00)	19,540.00	30,000.00	65.13%	10,460.00
100-04-5404 AD Contract Services	445.57	2,000.00	(1,554.43)	16,785.90	20,000.00	83.93%	3,214.10
100-04-5410 AD Software Maintenance	0.00	0.00	0.00	9,438.02	21,510.00	43.88%	12,071.98
100-04-5605 AD Lease Payments	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
100-04-5710 AD Utilities	1,858.12	2,499.00	(640.88)	8,251.24	30,000.00	27.50%	21,748.76

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<b>100 - General Fund Administration</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-04-5750 AD Mobile Technology	154.17	214.17	(60.00)	2,185.95	2,570.00	85.06%	384.05
100-04-5909 AD Miscellaneous	0.00	124.95	(124.95)	152.48	1,500.00	10.17%	1,347.52
100-04-5930 AD Advertising	(28.25)	0.00	(28.25)	0.00	0.00	0.00%	0.00
100-04-5931 AD Publishing & Filing Fees	28.25	416.50	(388.25)	102.75	5,000.00	2.06%	4,897.25
Administration Totals	<u>71,149.26</u>	<u>73,399.91</u>	<u>(2,250.65)</u>	<u>461,933.11</u>	<u>897,670.00</u>	<u>51.46%</u>	<u>435,736.89</u>

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<b>100 - General Fund Police Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-05-5110 PD Salaries	92,106.17	97,106.70	(5,000.53)	598,486.55	1,262,766.00	47.39%	664,279.45
100-05-5111 PD Overtime	1,082.03	2,290.75	(1,208.72)	7,885.48	27,500.00	28.67%	19,614.52
100-05-5112 PD Worker's Comp	0.00	0.00	0.00	18,793.35	39,565.00	47.50%	20,771.65
100-05-5117 PD Longevity Pay	0.00	0.00	0.00	10,320.00	9,312.00	110.82%	(1,008.00)
100-05-5120 PD Payroll Taxes	1,320.92	1,462.25	(141.33)	10,170.38	19,015.00	53.49%	8,844.62
100-05-5130 PD Benefits	9,791.84	13,630.21	(3,838.37)	56,888.29	163,628.00	34.77%	106,739.71
100-05-5140 PD TMRS	5,432.98	5,816.33	(383.35)	36,872.57	75,635.00	48.75%	38,762.43
100-05-5150 PD Training & Travel	2,316.67	1,041.25	1,275.42	7,345.13	12,500.00	58.76%	5,154.87
100-05-5160 PD Dues/Memberships	0.00	0.00	0.00	1,116.00	1,775.00	62.87%	659.00
100-05-5161 PD Surety Bonds	0.00	8.33	(8.33)	100.00	100.00	100.00%	0.00
100-05-5180 PD Citizens Police Academy	0.00	0.00	0.00	0.00	500.00	0.00%	500.00
100-05-5213 PD Uniforms	1,144.19	874.65	269.54	5,269.17	10,500.00	50.18%	5,230.83
100-05-5215 PD Law Enforcement	716.35	374.85	341.50	3,322.12	4,500.00	73.82%	1,177.88
100-05-5217 PD Criminal Investigation	200.00	266.56	(66.56)	1,450.00	3,200.00	45.31%	1,750.00
100-05-5218 PD Awards	44.99	333.20	(288.21)	3,279.09	4,000.00	81.98%	720.91
100-05-5219 PD Public Relations	0.00	12.50	(12.50)	0.00	150.00	0.00%	150.00
100-05-5220 PD Office Supplies	146.17	291.55	(145.38)	1,243.26	3,500.00	35.52%	2,256.74
100-05-5222 PD Postage	50.66	62.47	(11.81)	353.14	750.00	47.09%	396.86
100-05-5250 PD Equipment & Furniture	0.00	416.50	(416.50)	617.99	5,000.00	12.36%	4,382.01
100-05-5260 PD Vests/Safety Equipment	19,994.00	833.00	19,161.00	22,776.22	10,000.00	227.76%	(12,776.22)
100-05-5310 PD Fuel, Oil & Service	6,368.61	4,165.00	2,203.61	25,883.68	50,000.00	51.77%	24,116.32
100-05-5310 PD Vehicle R & M	156.29	874.65	(718.36)	3,500.99	10,500.00	33.34%	6,999.01
100-05-5320 PD Equipment R & M	170.11	83.33	86.78	170.11	1,000.00	17.01%	829.89
100-05-5330 PD Building R & M	2,929.10	1,166.20	1,762.90	9,213.90	14,000.00	65.81%	4,786.10
100-05-5402 PD IT Services	1,120.00	1,189.52	(69.52)	6,720.00	14,280.00	47.06%	7,560.00
100-05-5404 PD Contract Services	4,267.59	22,715.00	(18,447.41)	69,003.15	90,860.00	75.94%	21,856.85

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Item 1.

<b>100 - General Fund Police Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-05-5408 PD Reporting System	3,133.55	0.00	3,133.55	18,721.55	27,500.00	68.08%	8,778.45
100-05-5601 PD Capital Outlay <\$5,000	0.00	0.00	0.00	5,454.16	6,000.00	90.90%	545.84
100-05-5605 PD Lease Payments	8,514.92	11,151.78	(2,636.86)	58,739.21	133,875.00	43.88%	75,135.79
100-05-5611 PD Principal Payments	0.00	0.00	0.00	9,254.50	9,255.00	99.99%	0.50
100-05-5612 PD Interest Expense	0.00	0.00	0.00	346.32	350.00	98.95%	3.68
100-05-5710 PD Utilities	1,038.30	1,249.50	(211.20)	5,605.45	15,000.00	37.37%	9,394.55
100-05-5750 PD Mobile Technology	516.96	749.70	(232.74)	2,317.30	9,000.00	25.75%	6,682.70
100-05-5909 PD Miscellaneous	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
Police Department Totals	<u>162,562.40</u>	<u>168,249.08</u>	<u>(5,686.68)</u>	<u>1,001,219.06</u>	<u>2,036,516.00</u>	<u>49.16%</u>	<u>1,035,296.94</u>

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Item 1.

<b>100 - General Fund Public Works</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-06-5110 PW Salaries	25,097.70	23,673.66	1,424.04	147,175.41	307,850.00	47.81%	160,674.59
100-06-5111 PW Overtime	155.09	208.25	(53.16)	1,735.29	2,500.00	69.41%	764.71
100-06-5112 PW Worker's Comp	0.00	0.00	0.00	7,319.75	15,410.00	47.50%	8,090.25
100-06-5117 PW Longevity Pay	0.00	0.00	0.00	2,660.00	2,472.00	107.61%	(188.00)
100-06-5120 PW Payroll Taxes	538.55	352.97	185.58	3,592.13	4,590.00	78.26%	997.87
100-06-5130 PW Benefits	2,838.34	4,304.27	(1,465.93)	17,342.85	51,672.00	33.56%	34,329.15
100-06-5140 PW TMRS	1,473.75	1,400.04	73.71	11,405.13	18,206.00	62.64%	6,800.87
100-06-5150 PW Training & Travel	0.00	499.80	(499.80)	50.00	6,000.00	0.83%	5,950.00
100-06-5213 PW Uniforms	444.72	749.70	(304.98)	3,782.65	9,000.00	42.03%	5,217.35
100-06-5220 PW Office Supplies	89.45	83.30	6.15	121.11	1,000.00	12.11%	878.89
100-06-5261 PW Equipment Rental	380.28	83.30	296.98	6,298.70	1,000.00	629.87%	(5,298.70)
100-06-5270 PW Street Supplies &	15,755.24	16,660.00	(904.76)	68,691.40	200,000.00	34.35%	131,308.60
100-06-5310 PW Fuel, Oil & Service	3,250.80	1,666.00	1,584.80	12,905.95	20,000.00	64.53%	7,094.05
100-06-5310 PW Vehicle R & M	12.00	2,082.50	(2,070.50)	4,591.10	25,000.00	18.36%	20,408.90
100-06-5320 PW Equipment R & M	2,192.92	2,082.50	110.42	9,358.38	25,000.00	37.43%	15,641.62
100-06-5330 PW Building R & M	242.62	1,082.90	(840.28)	3,239.34	13,000.00	24.92%	9,760.66
100-06-5331 PW Sign R & M	1,297.00	483.14	813.86	6,759.68	5,800.00	116.55%	(959.68)
100-06-5332 PW Minor Tools	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-06-5350 PW Office Equipment R & M	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
100-06-5402 PW IT Services	160.00	169.93	(9.93)	1,087.79	2,040.00	53.32%	952.21
100-06-5404 PW Contract Service	71.55	1,587.69	(1,516.14)	1,029.30	19,060.00	5.40%	18,030.70
100-06-5600 PW Capital Outlay >\$5,000	0.00	547.08	(547.08)	0.00	6,565.00	0.00%	6,565.00
100-06-5605 PW Lease Payments	2,124.13	4,525.27	(2,401.14)	12,754.78	54,325.00	23.48%	41,570.22
100-06-5611 PW Principal Payments	0.00	123,025.00	(123,025.00)	98,909.82	123,025.00	80.40%	24,115.18
100-06-5612 PW Interest Expense	0.00	10,305.00	(10,305.00)	4,556.23	10,305.00	44.21%	5,748.77
100-06-5670 PW Drainage Utility	4,050.00	833.33	3,216.67	9,871.97	10,000.00	98.72%	128.03



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Item 1.

<b>100 - General Fund Public Works</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-06-5710 PW Building Utilities	292.09	416.50	(124.41)	2,200.12	5,000.00	44.00%	2,799.88
100-06-5750 PW Mobile Technology	69.24	224.91	(155.67)	461.60	2,700.00	17.10%	2,238.40
Public Works Totals	<u>60,535.47</u>	<u>197,213.66</u>	<u>(136,678.19)</u>	<u>437,900.48</u>	<u>943,520.00</u>	<u>46.41%</u>	<u>505,619.52</u>

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Item 1.

<b>100 - General Fund Municipal Court</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-07-5110 MC Salaries	4,467.32	4,462.66	4.66	30,920.56	58,032.00	53.28%	27,111.44
100-07-5111 MC Overtime	41.21	50.00	(8.79)	164.83	600.00	27.47%	435.17
100-07-5112 MC Worker's Comp	0.00	0.00	0.00	73.63	155.00	47.50%	81.37
100-07-5117 MC Longevity Pay	0.00	0.00	0.00	3,388.00	2,988.00	113.39%	(400.00)
100-07-5120 MC Payroll Taxes	115.29	69.36	45.93	912.87	902.00	101.21%	(10.87)
100-07-5130 MC Benefits	549.66	717.37	(167.71)	3,255.24	8,612.00	37.80%	5,356.76
100-07-5140 MC TMRS	262.39	275.76	(13.37)	2,063.15	3,586.00	57.53%	1,522.85
100-07-5150 MC Training & Travel	0.00	166.67	(166.67)	399.00	2,000.00	19.95%	1,601.00
100-07-5160 MC Dues & Memberships	0.00	0.00	0.00	0.00	100.00	0.00%	100.00
100-07-5161 MC Surety Bonds	0.00	8.33	(8.33)	100.00	100.00	100.00%	0.00
100-07-5220 MC Office Supplies	0.00	16.66	(16.66)	26.60	200.00	13.30%	173.40
100-07-5221 MC Printing	0.00	54.14	(54.14)	389.00	650.00	59.85%	261.00
100-07-5222 MC Postage	0.00	83.30	(83.30)	232.98	1,000.00	23.30%	767.02
100-07-5401 MC IT Service	0.00	84.96	(84.96)	80.00	1,020.00	7.84%	940.00
100-07-5402 MC Legal Services	580.00	499.80	80.20	3,400.00	6,000.00	56.67%	2,600.00
100-07-5404 MC Contract Services	2,076.44	2,165.80	(89.36)	10,458.64	26,000.00	40.23%	15,541.36
100-07-5410 MC Warrant Collection Fee	396.00	166.60	229.40	396.00	2,000.00	19.80%	1,604.00
100-07-5910 MC Warrant Entry Fees	209.82	83.30	126.52	559.52	1,000.00	55.95%	440.48
<b>Municipal Court Totals</b>	<b>8,698.13</b>	<b>8,904.71</b>	<b>(206.58)</b>	<b>56,820.02</b>	<b>114,945.00</b>	<b>49.43%</b>	<b>58,124.98</b>

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Item 1.

<b>100 - General Fund Development Services</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-08-5110 DS Salaries	21,358.71	21,117.04	241.67	135,028.77	274,604.00	49.17%	139,575.23
100-08-5111 DS Overtime	14.35	41.67	(27.32)	60.00	500.00	12.00%	440.00
100-08-5112 DS Worker's Comp	0.00	0.00	0.00	539.13	1,135.00	47.50%	595.87
100-08-5117 DS Longevity Pay	0.00	0.00	0.00	1,176.00	1,260.00	93.33%	84.00
100-08-5120 DS Payroll Taxes	316.86	311.59	5.27	2,266.60	4,052.00	55.94%	1,785.40
100-08-5130 DS Benefits	2,302.44	3,586.89	(1,284.45)	13,712.88	43,060.00	31.85%	29,347.12
100-08-5140 DS TMRS	1,273.86	1,236.85	37.01	8,406.67	16,084.00	52.27%	7,677.33
100-08-5150 DS Training & Travel	0.00	399.84	(399.84)	898.00	4,800.00	18.71%	3,902.00
100-08-5160 DS Dues & Memberships	0.00	24.99	(24.99)	70.00	300.00	23.33%	230.00
100-08-5161 DS Surety Bonds	100.00	24.99	75.01	100.00	300.00	33.33%	200.00
100-08-5213 DS Uniforms	289.99	83.30	206.69	435.16	1,000.00	43.52%	564.84
100-08-5220 DS Office Supplies	123.26	166.60	(43.34)	816.34	2,000.00	40.82%	1,183.66
100-08-5221 DS Printing	0.00	124.95	(124.95)	811.95	1,500.00	54.13%	688.05
100-08-5222 DS Postage	0.00	33.32	(33.32)	16.53	400.00	4.13%	383.47
100-08-5250 DS Office Equip & Furniture	0.00	116.62	(116.62)	0.00	1,400.00	0.00%	1,400.00
100-08-5310 DS Fuel, Oil & Service	66.01	149.94	(83.93)	308.37	1,800.00	17.13%	1,491.63
100-08-5310 DS Vehicle R & M	24.00	41.65	(17.65)	409.06	500.00	81.81%	90.94
100-08-5330 DS Building R & M	514.00	833.00	(319.00)	5,067.84	10,000.00	50.68%	4,932.16
100-08-5402 DS IT Services	320.00	254.89	65.11	1,920.00	3,060.00	62.75%	1,140.00
100-08-5403 DS Permits Software	0.00	337.78	(337.78)	3,974.51	4,055.00	98.02%	80.49
100-08-5404 DS Contract Services	1,209.89	541.45	668.44	6,162.34	6,500.00	94.81%	337.66
100-08-5605 DS Lease Payments	1,279.44	3,136.24	(1,856.80)	7,676.64	37,650.00	20.39%	29,973.36
100-08-5710 DS Utilities	244.02	316.67	(72.65)	1,135.90	3,800.00	29.89%	2,664.10
100-08-5750 DS Mobile Technology	86.24	125.78	(39.54)	431.19	1,510.00	28.56%	1,078.81
100-08-5932 DS Engineering Service	10,444.50	8,030.83	2,413.67	38,446.50	96,370.00	39.89%	57,923.50
100-08-5933 DS Planning	2,265.00	4,396.25	(2,131.25)	11,647.50	52,755.00	22.08%	41,107.50

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Item 1.

<b>100 - General Fund Development Services</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-08-5934 DS Gas Well Inspections	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00%	30,000.00
Development Services Totals	42,232.57	47,933.13	(5,700.56)	241,517.88	600,395.00	40.23%	358,877.12

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Item 1.

<b>100 - General Fund Animal Control</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-09-5110 AC Salaries	8,451.42	11,605.74	(3,154.32)	67,033.68	150,920.00	44.42%	83,886.32
100-09-5111 AC Overtime	295.84	166.67	129.17	2,575.01	2,000.00	128.75%	(575.01)
100-09-5112 AC Worker's Comp	0.00	0.00	0.00	2,629.13	5,535.00	47.50%	2,905.87
100-09-5117 AC Longevity Pay	0.00	0.00	0.00	3,144.00	2,832.00	111.02%	(312.00)
100-09-5120 AC Payroll Taxes	157.78	176.40	(18.62)	1,236.28	2,294.00	53.89%	1,057.72
100-09-5130 AC Benefits	1,182.16	2,152.13	(969.97)	9,122.13	25,836.00	35.31%	16,713.87
100-09-5140 AC TMRS	509.09	675.48	(166.39)	4,201.66	8,784.00	47.83%	4,582.34
100-09-5150 AC Training & Travel	300.00	360.27	(60.27)	2,044.31	4,325.00	47.27%	2,280.69
100-09-5160 AC Dues & Memberships	0.00	24.99	(24.99)	50.00	300.00	16.67%	250.00
100-09-5161 AC Surety Bonds	0.00	0.00	0.00	0.00	400.00	0.00%	400.00
100-09-5213 AC Uniforms	0.00	166.60	(166.60)	683.55	2,000.00	34.18%	1,316.45
100-09-5220 AC Office Supplies	52.88	62.47	(9.59)	895.99	750.00	119.47%	(145.99)
100-09-5222 AC Postage	9.65	83.30	(73.65)	737.38	1,000.00	73.74%	262.62
100-09-5250 AC Office Equip & Furniture	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
100-09-5262 AC Miscellaneous Shelter	0.00	1,262.50	(1,262.50)	1,679.33	15,150.00	11.08%	13,470.67
100-09-5280 AC Micro Chips	0.00	249.90	(249.90)	1,195.00	3,000.00	39.83%	1,805.00
100-09-5282 AC Medical Supplies	876.73	583.10	293.63	1,696.75	7,000.00	24.24%	5,303.25
100-09-5283 AC Staff Immunizations	1,016.00	251.25	764.75	1,016.00	3,015.00	33.70%	1,999.00
100-09-5284 AC Rabies Vouchers	60.00	66.64	(6.64)	310.00	800.00	38.75%	490.00
100-09-5310 AC Fuel, Oil & Service	135.05	249.90	(114.85)	346.16	3,000.00	11.54%	2,653.84
100-09-5310 AC Vehicle R & M	1,138.39	375.68	762.71	1,735.27	4,510.00	38.48%	2,774.73
100-09-5330 AC Animal Food	644.65	291.55	353.10	2,706.50	3,500.00	77.33%	793.50
100-09-5330 AC Building R & M	2,587.63	3,748.50	(1,160.87)	7,713.22	45,000.00	17.14%	37,286.78
100-09-5350 AC Office Equipment R & M	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
100-09-5402 AC IT Services	240.00	254.89	(14.89)	1,440.00	3,060.00	47.06%	1,620.00
100-09-5404 AC Contract Services	319.38	541.45	(222.07)	3,208.31	6,500.00	49.36%	3,291.69

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Item 1.

<b>100 - General Fund Animal Control</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-09-5408 AC Professional Services	561.89	416.50	145.39	2,422.36	5,000.00	48.45%	2,577.64
100-09-5605 AC Lease Payments	1,227.07	867.92	359.15	3,658.38	10,415.00	35.13%	6,756.62
100-09-5710 AC Utilities	1,124.42	1,207.85	(83.43)	5,982.70	14,500.00	41.26%	8,517.30
100-09-5750 AC Mobile Technology	116.18	169.93	(53.75)	1,935.21	2,040.00	94.86%	104.79
<b>Animal Control Totals</b>	<b>21,006.21</b>	<b>26,436.44</b>	<b>(5,430.23)</b>	<b>131,398.31</b>	<b>338,566.00</b>	<b>38.81%</b>	<b>207,167.69</b>

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Item 1.

<b>100 - General Fund Fire Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-5110 FD Salaries	51,688.44	45,462.97	6,225.47	250,270.70	591,196.00	42.33%	340,925.30
100-10-5111 FD Overtime	(3,000.83)	1,666.00	(4,666.83)	23,792.64	20,000.00	118.96%	(3,792.64)
100-10-5112 FD Worker's Comp	0.00	0.00	0.00	12,834.50	27,020.00	47.50%	14,185.50
100-10-5113 FD P/T Salaries	23,463.88	4,165.00	19,298.88	30,879.88	50,000.00	61.76%	19,120.12
100-10-5117 FD Longevity Pay	0.00	0.00	0.00	1,224.00	1,464.00	83.61%	240.00
100-10-5120 FD Payroll Taxes	1,301.47	785.91	515.56	5,916.86	10,220.00	57.89%	4,303.14
100-10-5130 FD Benefits	5,071.22	6,456.41	(1,385.19)	22,465.08	77,508.00	28.98%	55,042.92
100-10-5140 FD TMRS	2,731.56	3,104.52	(372.96)	15,898.91	40,371.00	39.38%	24,472.09
100-10-5150 FD Training & Travel	1,483.05	999.60	483.45	3,882.48	12,000.00	32.35%	8,117.52
100-10-5160 FD Dues & Memberships	1,109.53	306.87	802.66	1,477.89	3,684.00	40.12%	2,206.11
100-10-5180 FD Incentive	2,753.10	2,332.40	420.70	11,918.10	28,000.00	42.56%	16,081.90
100-10-5181 FD Staff Immunizations,	0.00	499.80	(499.80)	2,675.25	6,000.00	44.59%	3,324.75
100-10-5182 FD Insurance (VFIS)	0.00	0.00	0.00	3,229.00	7,000.00	46.13%	3,771.00
100-10-5213 FD Uniforms	1,784.35	666.40	1,117.95	8,206.66	8,000.00	102.58%	(206.66)
100-10-5218 FD Awards	888.83	125.00	763.83	1,444.33	1,500.00	96.29%	55.67
100-10-5220 FD Office Supplies	605.77	166.60	439.17	1,854.91	2,000.00	92.75%	145.09
100-10-5222 FD Postage	9.20	49.98	(40.78)	253.34	600.00	42.22%	346.66
100-10-5262 FD Equipment	0.00	2,317.65	(2,317.65)	1,845.70	27,823.00	6.63%	25,977.30
100-10-5264 FD Radios & Mics	1,708.14	333.20	1,374.94	1,708.14	4,000.00	42.70%	2,291.86
100-10-5290 FD Fire Fighting Supplies &	0.00	708.05	(708.05)	137.49	8,500.00	1.62%	8,362.51
100-10-5291 FD EMS Supplies	4,702.80	916.30	3,786.50	4,864.96	11,000.00	44.23%	6,135.04
100-10-5293 FD Personal Protective Equip	3,944.79	3,332.00	612.79	13,480.40	40,000.00	33.70%	26,519.60
100-10-5310 FD Fuel, Oil & Service	2,383.31	1,249.50	1,133.81	7,959.95	15,000.00	53.07%	7,040.05
100-10-5310 FD Vehicle R & M	5,371.86	3,332.00	2,039.86	17,997.92	40,000.00	44.99%	22,002.08
100-10-5320 FD Equipment R & M	336.12	1,550.62	(1,214.50)	3,203.94	18,615.00	17.21%	15,411.06
100-10-5330 FD Building R & M	2,365.98	2,082.50	283.48	18,728.94	25,000.00	74.92%	6,271.06

City of Joshua  
 Financial Statement  
 As of March 31, 2023

4/5/2023 2

Item 1.

<b>100 - General Fund Fire Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-5350 FD Office Equipment R & M	0.00	166.60	(166.60)	471.76	2,000.00	23.59%	1,528.24
100-10-5402 FD IT Services	2,590.00	374.85	2,215.15	10,040.00	4,500.00	223.11%	(5,540.00)
100-10-5404 FD Contract Services	1,088.95	2,446.35	(1,357.40)	11,043.67	29,368.00	37.60%	18,324.33
100-10-5600 FD Capital Outlay >\$5,000	0.00	7,953.33	(7,953.33)	16,549.26	95,440.00	17.34%	78,890.74
100-10-5601 FD Capital Outlay <\$5,000	0.00	567.50	(567.50)	4,652.97	6,810.00	68.33%	2,157.03
100-10-5605 FD Lease Payments	1,580.03	1,827.18	(247.15)	15,923.67	21,935.00	72.59%	6,011.33
100-10-5710 FD Utilities	2,424.12	2,499.00	(74.88)	17,776.79	30,000.00	59.26%	12,223.21
100-10-5750 FD Mobile Technology	426.73	499.80	(73.07)	2,430.12	6,000.00	40.50%	3,569.88
100-10-5908 FD Emergency Management	35.37	1,249.50	(1,214.13)	10,830.47	15,000.00	72.20%	4,169.53
100-10-5909 FD Miscellaneous	95.10	41.65	53.45	567.61	500.00	113.52%	(67.61)
<b>Fire Department Totals</b>	<b>118,942.87</b>	<b>100,235.04</b>	<b>18,707.83</b>	<b>558,438.29</b>	<b>1,288,054.00</b>	<b>43.36%</b>	<b>729,615.71</b>



City of Joshua  
 Financial Statement  
 As of March 31, 2023

4/5/2023 2

Item 1.

<b>100 - General Fund Park Maintenance</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-11-5110 PK Salaries	13,188.27	13,615.80	(427.53)	89,107.56	163,455.00	54.52%	74,347.44
100-11-5111 PK Overtime	65.34	250.00	(184.66)	2,343.74	3,000.00	78.12%	656.26
100-11-5112 PK Worker's Comp	0.00	442.32	(442.32)	2,522.25	5,310.00	47.50%	2,787.75
100-11-5117 PK Longevity Pay	0.00	41.98	(41.98)	528.00	504.00	104.76%	(24.00)
100-11-5120 PK Payroll Taxes	231.32	581.60	(350.28)	1,372.60	6,982.00	19.66%	5,609.40
100-11-5130 PK Benefits	2,331.57	2,869.51	(537.94)	14,344.43	34,448.00	41.64%	20,103.57
100-11-5140 PK TMRS	801.30	809.42	(8.12)	5,870.53	9,717.00	60.42%	3,846.47
100-11-5213 PK Uniforms	0.00	333.20	(333.20)	1,817.98	4,000.00	45.45%	2,182.02
100-11-5220 PK Office Supplies	0.00	83.30	(83.30)	104.30	1,000.00	10.43%	895.70
100-11-5250 PK Office Equipment &	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-11-5270 PK Park Supplies & Materials	1,049.48	999.60	49.88	13,023.72	12,000.00	108.53%	(1,023.72)
100-11-5275 PK Field Supplies & Materials	260.30	333.20	(72.90)	332.46	4,000.00	8.31%	3,667.54
100-11-5310 PK Fuel, Oil & Service	442.41	208.25	234.16	1,408.55	2,500.00	56.34%	1,091.45
100-11-5310 PK Vehicle R & M	6.00	41.65	(35.65)	116.78	500.00	23.36%	383.22
100-11-5320 PK Equipment R & M	486.44	125.00	361.44	1,040.75	1,500.00	69.38%	459.25
100-11-5330 PK Building R & M	3,079.97	249.90	2,830.07	4,108.27	3,000.00	136.94%	(1,108.27)
100-11-5331 PK Minor Tools	0.00	20.82	(20.82)	184.22	250.00	73.69%	65.78
100-11-5335 PK Dept Building R & M	0.00	83.30	(83.30)	2,716.59	1,000.00	271.66%	(1,716.59)
100-11-5340 PK Irrigation R & M	574.66	583.10	(8.44)	752.28	7,000.00	10.75%	6,247.72
100-11-5402 PK IT Services	160.00	169.93	(9.93)	960.00	2,040.00	47.06%	1,080.00
100-11-5404 PK Contract Services	71.55	0.00	71.55	429.30	0.00	0.00%	(429.30)
100-11-5600 PK Capital Outlay >\$5,000	0.00	809.25	(809.25)	0.00	9,715.00	0.00%	9,715.00
100-11-5601 PK Capital Outlay <\$5,000	0.00	467.50	(467.50)	3,705.00	5,610.00	66.04%	1,905.00
100-11-5605 PK Lease Payments	1,352.97	3,210.83	(1,857.86)	8,117.82	38,530.00	21.07%	30,412.18
100-11-5710 PK Dept Utilities	415.36	499.80	(84.44)	2,077.47	6,000.00	34.62%	3,922.53
100-11-5715 PK Park Utilities	2,676.15	0.00	2,676.15	15,372.11	70,000.00	21.96%	54,627.89

City of Joshua  
 Financial Statement  
 As of March 31, 2023

4/5/2023 2

Item 1.

<b>100 - General Fund Park Maintenance</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-11-5750 PK Mobile Technology	40.20	77.46	(37.26)	201.02	930.00	21.62%	728.98
Park Maintenance Totals	27,233.29	26,948.39	284.90	172,557.73	393,491.00	43.85%	220,933.27

City of Joshua  
 Financial Statement  
 As of March 31, 2023

4/5/2023 2

Item 1.

<b>100 - General Fund Fire Marshal</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-12-5110 FM Salaries	6,751.76	9,844.64	(3,092.88)	40,331.13	118,183.00	34.13%	77,851.87
100-12-5111 FM Overtime	0.00	166.67	(166.67)	73.23	2,000.00	3.66%	1,926.77
100-12-5112 FM Worker's Comp	0.00	255.31	(255.31)	1,455.88	3,065.00	47.50%	1,609.12
100-12-5117 FM Longevity Pay	0.00	126.94	(126.94)	240.00	1,524.00	15.75%	1,284.00
100-12-5120 FM Payroll Taxes	69.56	148.52	(78.96)	342.90	1,783.00	19.23%	1,440.10
100-12-5130 FM Benefits	1,067.13	1,434.75	(367.62)	5,571.31	17,224.00	32.35%	11,652.69
100-12-5140 FM TMRS	422.88	590.01	(167.13)	2,609.68	7,083.00	36.84%	4,473.32
100-12-5150 FM Training & Travel	0.00	208.25	(208.25)	1,242.65	2,500.00	49.71%	1,257.35
100-12-5160 FM Dues & Subscriptions	200.00	166.60	33.40	200.00	2,000.00	10.00%	1,800.00
100-12-5215 FM Law Enforcement	0.00	333.20	(333.20)	397.09	4,000.00	9.93%	3,602.91
100-12-5217 FM Fire Investigations	0.00	216.58	(216.58)	575.31	2,600.00	22.13%	2,024.69
100-12-5285 FM Code Enforcement	0.00	333.20	(333.20)	20.00	4,000.00	0.50%	3,980.00
100-12-5296 FM Fire Prevention Program	0.00	166.67	(166.67)	58.88	2,000.00	2.94%	1,941.12
100-12-5403 FM Code Enforcement	0.00	230.00	(230.00)	2,838.94	2,760.00	102.86%	(78.94)
100-12-5406 FM Nuisance Abatement	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
100-12-5750 FM Mobile Technology	0.00	83.30	(83.30)	11.54	1,000.00	1.15%	988.46
100-12-5910 FM Property Liens	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
<b>Fire Marshal Totals</b>	<b>8,511.33</b>	<b>14,596.21</b>	<b>(6,084.88)</b>	<b>55,968.54</b>	<b>175,222.00</b>	<b>31.94%</b>	<b>119,253.46</b>
<b>Expense Totals</b>	<b>845,405.57</b>	<b>746,360.84</b>	<b>99,044.73</b>	<b>4,717,648.45</b>	<b>7,791,580.00</b>	<b>60.55%</b>	<b>3,073,931.55</b>



**City Council Agenda  
April 20, 2023**

**Minutes Resolution**

**Discussion Item**

**Agenda Description:**

Discussion on fiber project presented by TodoVerde.

**Background Information:**

This project started off as a series of several smaller projects to include fiber into Mountain Valley and is now more focused on providing the following:

- Secure closed network for city use for all city facilities
- Replacing existing city-wide camera systems for CJIS compliance and crime monitoring and prevention
- Providing public wifi access in the city park
- Transfer of public safety data to be utilized by multiple agencies
- Providing additional connectivity options to commercial and residential users along the backbone

**Financial Information:**

Total proposed cost is \$893,134. These projects are eligible for the use of ARPA funds.

**City Contact and Recommendations:**

Mike Peacock

**Attachments:**

- Fiber Project Presentation



*City of Joshua Fiber Project*

# *FIBER PROJECT*

**Jeff Ramey**  
CEO  
TodoVerde LLC  
[jeff@todoverdellc.com](mailto:jeff@todoverdellc.com)  
214.538.0800

**Patrick Howard**  
Account Manager  
TodoVerde LLC  
[phoward@todoverdellc.com](mailto:phoward@todoverdellc.com)  
682.346.4221

# *Contents*

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- Proposed Design and Available Carriers
- Fiber Use Options
- Citizen Access and Crime Prevention
- Benefits of City Owned Fiber
- Estimate Project Costs
- Q&A

# Proposed Design





# *Proposed Design*





# Available Carrier Routes

**TodoVerde**

Fiber Tool Results

**Search:**

Address: joshua texas

**Joshua, TX, USA**

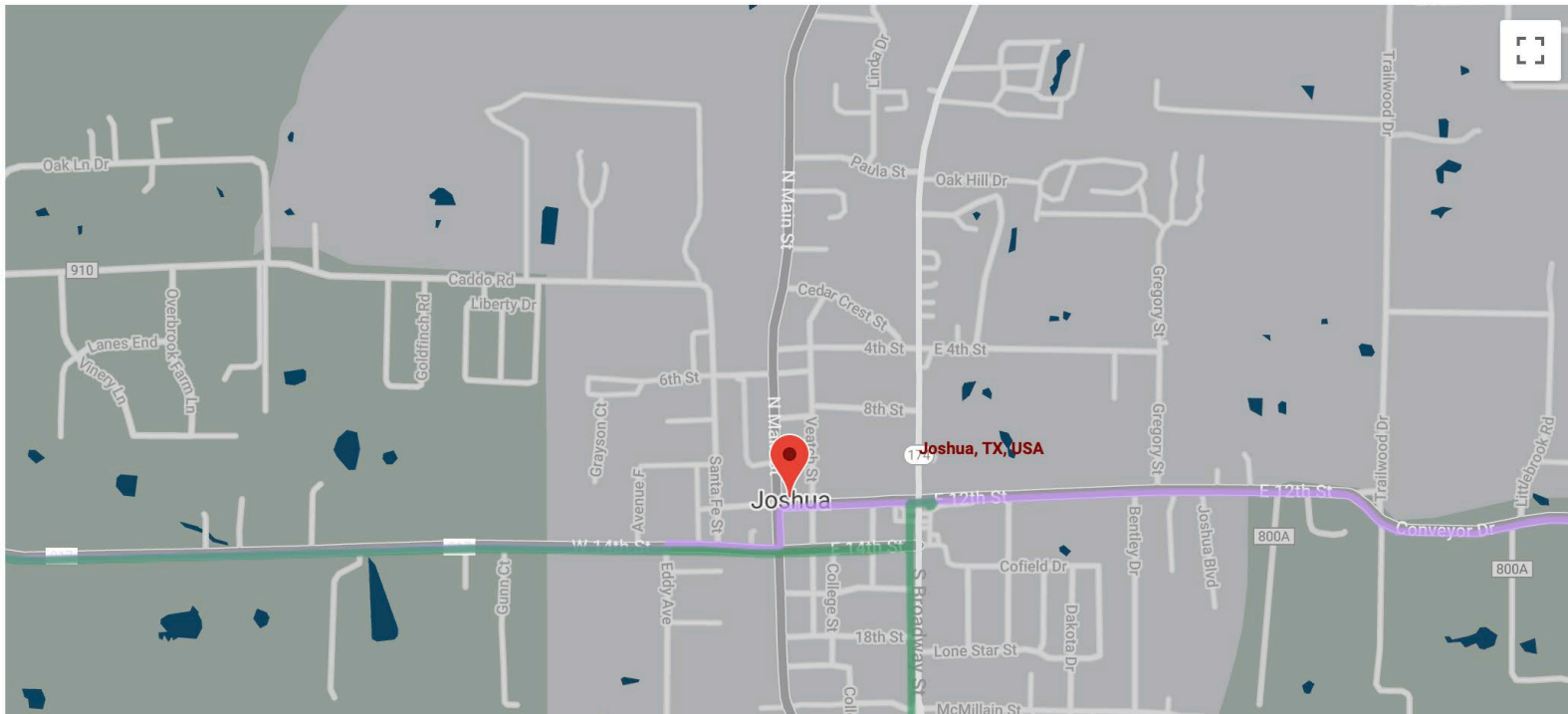
**On-Net Carriers**

Status: We encountered an issue while attempting to determine fiber serviceability.

**Fiber Routes**

Windstream

Zayo Metro



# *Fiber Use Options*

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- Dark Fiber point to multipoint for city network, city employees, city and public safety data.
- Lease city owned fiber strands to carriers to expand their markets
- Cell carriers can lease strands to backhaul their traffic
- Multiple splice boxes on routes designed to provide ease of access to different areas within the city.

# *Citizen Access and Crime Prevention*

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- Public Wifi will be available in all parks and open areas for access to reliable high- speed internet
- Fiber project will be able to backhaul traffic for additional cameras in parks and areas along the design route for crime prevention.
- Areas that are currently underserved for internet will have options for internet connections through public wifi until carriers can deliver access to the homes.

# *Benefits of City Owned Fiber*

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- Eliminates the need for multiple shared internet connections and wireless backhaul for public safety and city data.
- Areas that are currently underserved for internet will have options for internet connections through public wifi until carriers can deliver access to the homes.
- Strands not in use by the city can be used to service areas from several carriers to businesses and homes
- Cell Carriers can also lease fiber from city for backhaul to towers.
- Multiple points to failure for outages
- Multiple splice boxes on routes designed to provide ease of access to different areas within the city.

# *Estimated Project Costs*

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• Dark Fiber Backbone-	\$222,000
• Dark Fiber Segments and Splice Points-	\$355,338
• Cameras and power components-	\$167,533
• Wifi Connectivity to all public spaces in design-	\$65,533
• <u>Installation and Configuration for City and Public Network-</u>	<u>\$82,730</u>
• <b>Total</b>	<b>\$893,134</b>

\*\*Carrier costs are not included in this cost\*\*

# Q & A

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## Mayoral Proclamation

**WHEREAS:** Throughout history Americans have lifted up fervent prayers to God on behalf of our nation. From the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, wrote that they, “the Representatives of the United States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world...” and carried on to present day in Presidential Proclamations such as last year’s invitation to “join him in asking for God’s continued guidance, mercy, and protection”; and

**WHEREAS:** A National Day of Prayer has not only been a part of our heritage since it was declared by the First Continental Congress in 1775, but it is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directing the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

**WHEREAS:** In our state and across America the observance of the National Day of Prayer will be held on Thursday, May 4, 2023, with the theme, “Pray Fervently in Righteousness and Avail Much,” based on the verses in James 5:16b, “The effective, fervent prayer of a righteous man avails much”; and

**WHEREAS:** Every first Thursday of May on the National Day of Prayer we not only express our faith and exercise our freedom in prayer but unite our hearts and voices in personal prayer and public gatherings throughout our city and across our America with fervent praise, repentance, love, and humble intercession for our neighbor and nation, holding fast to the promises throughout the Holy Scriptures that the Lord hears and avails much as He answers the faith-filled prayers of His people.

**NOW, THEREFORE, I, Scott Kimble, Mayor of the City of Joshua, do hereby proclaim, May 4th, 2023, as a**

### NATIONAL DAY OF PRAYER

throughout the City of Joshua and I commend this observance to all our citizens.

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Joshua to be affixed on this 4th day of May, 2023.**



Scott Kimble, Mayor  
City of Joshua, Texas





## *Mayoral Proclamation*

**WHEREAS**, it has been brought to the attention of the City of Joshua that **Jacob Simpkins**, a Joshua High School student, exhibits astounding athletic abilities which have earned his recognition and elite awards; and,

**WHEREAS**, the University Interscholastic League, the main governing body for academic, athletic, and music competition among public schools in the state of Texas, sanctions many events for students.

**WHEREAS**, **Jacob** worked tirelessly to represent the Joshua Independent School District and the City of Joshua during the Texas High School Men's Powerlifting Association state meet.

**WHEREAS**, **Jacob's** hard work and dedication have rendered service to this community which deserves special recognition and appreciation; and

**WHEREAS**, **Jacob** is now ranked #1 in the State of Texas for Class 5A Texas High School Men's Powerlifting Association 181lb class.

**NOW, THEREFORE, I, Scott Kimble, Mayor of the City of Joshua, Texas**, by the authority vested in me, do hereby proclaim April 17, 2023 as

## **Jacob Simpkins Day**

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Joshua to be affixed this 17<sup>th</sup> day of April, 2023



*Scott Kimble*  
 Scott Kimble, Mayor  
 City of Joshua, Texas





## Mayoral Proclamation

**Whereas,** Girl Scouts of Texas Oklahoma Plains is the preeminent leadership development organization for girls. Girl Scouts offers every girl a chance to practice a lifetime of leadership, adventure, and success.

**Whereas,** In 1916 – before women in the U.S. even had the right to vote – the beloved founder of Girl Scouts- Juliette Gordon-Low, recognized the importance of community service and had the vision to honor girls who went above and beyond to serve the needs of others and promote them to the highest level of Girl Scouting achievement. Then, it was called the Golden Eaglet. Today it's called the Gold Award and though the name has changed, the character of the girl earning it remains remarkable.

**Whereas,** The Girl Scout Gold Award is the highest award a Girl Scout can earn. By using her values and skills, each girl chooses a community issue that she cares about and creates a plan for a sustainable project, one that lasts after the girl's involvement ends. Once achieved, her project shows colleges, employers, and her community that she is changing the world. As Gold Award recipients, these girls are part of an elite group of women. The best and brightest girls are undertaking projects that improve their communities—and the world.

**Whereas, Milena Gandara,** resident of Joshua, Texas, has earned her Girl Scout Gold Award by addressing No More Single Use Plastic – A project that capitalizes on the love of being outdoors using STEM and trash debris cleanup events to help the environment and wildlife. Engage local civic leaders and Federal leaders as expert speakers at cleanup events, partnering with Keep Texas Beautiful.

**NOW, THEREFORE, I,** Scott Kimble, Mayor of the City of Joshua, Texas, do hereby proclaim April 15, 2023 as

### Girl Scout Gold Award Day

and call upon the residents of Joshua to recognize the contributions of local Girl Scouts who serve the community through projects of environmental stewardship and beautification of this great city.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Joshua, Texas to be affixed this 15th day of April, 2023.



*Scott Kimble*  
\_\_\_\_\_  
Scott Kimble, Mayor  
City of Joshua, Texas



**MINUTES  
CITY COUNCIL SPECIAL MEETING  
COUNCIL CHAMBERS  
MARCH 27, 2023  
6:30 PM**

**PRESENT**

Mayor Scott Kimble  
Councilmember Johnny Waldrip  
Councilmember Mike Kidd  
Councilmember Angela Nichols  
Councilmember Merle Breitenstein  
Councilmember Shelly Anderson

**STAFF**

City Manager Mike Peacock  
City Secretary Alice Holloway

**ABSENT**

Councilmember Robert Fleming

The Joshua City Council will hold a Special Meeting in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on March 27, 2023 at 6:30 pm. 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/88418809132?pwd=MjdvbTg3U1VLeEFMSERXVmxQNlBuZz09>

Meeting ID: 884 1880 9132 Passcode: 722405 or dial 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](http://cityofjoshuatx.us)) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during open session by the City Secretary.

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

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

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

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

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

NA

### C. EXECUTIVE SESSION

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

1. Pursuant to Section 551.072 of the Texas Government Code to discuss or deliberate the purchase, exchange, lease, or value of real property.

Mayor Kimble announced the City Council will recess into Executive Session at 6:30 p.m.

### D. 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.

Mayor Kimble announced the Regular Session is reconvened at 6:45 p.m.

Councilmember Nichols moved to approve item discussed in Executive Session and authorize the city manager to execute any necessary documents. Councilmember Anderson seconded the motion. The motion passed unanimously.

### E. FUTURE AGENDA ITEMS/REQUESTS BY COUNCIL MEMBERS TO BE ON THE NEXT AGENDA

*Councilmembers shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that is not posted. However, any Councilmember may state an issue and request to place the item on a future agenda.*

NA

### F. ADJOURNMENT

Mayor Kimble adjourned the meeting at 6:46 p.m.

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Scott Kimble, Mayor

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Alice Holloway  
City Secretary

Approved: April 20, 2023





**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**COUNCIL CHAMBERS**  
**MARCH 16, 2023**  
**6:30 PM**

**PRESENT**

Mayor Scott Kimble  
 Councilmember Johnny Waldrip  
 Councilmember Robert Fleming  
 Councilmember Angela Nichols  
 Councilmember Merle Breitenstein  
 Councilmember Shelly Anderson

**STAFF**

City Manager Mike Peacock  
 City Secretary Alice Holloway  
 City Attorney Terry Welch  
 Asst. City Manager Amber Bransom

**ABSENT**

Councilmember Mike Kidd

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 March 16, 2023. 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/85914543325?pwd=SiZLeVJ0cU8vdIJINTRtdWV3R3NVUT09>

Meeting ID: 85914543325 Passcode: 112458 or dial 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](http://cityofjoshuatx.us)) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during 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**

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

**B. PLEDGE OF ALLEGIANCE**

1. Texas Flag

2. United States of America

Pledge to flags was led by Councilmember Fleming.

### C. INVOCATION

Chris Copeland, pastor of True-Life Church gave the invocation.

### D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for February 2023. (Staff Resource: M. Peacock)

City Manager Peacock presented the financial report. Mr. Peacock stated that the City is eleven percent over projections for sales tax, and is currently over in property tax. In addition, he stated that there were no major expenditure.

2. Discussion on possible amendments to the Joshua City Personnel Policy. (Staff Resource: B. Grounds)

Brittney Grounds, we are recommending changes to the following polices:

4.3 Inclement Weather and Emergency Closings: Changes provide a benefit to emergency services personnel (public works, parks, and animal services) who work during emergency or inclement weather events.

4.9 Longevity Pay & Service Recognition: Changes establish a minimum dollar amount for longevity pay. Changes also removed the 12-month service eligibility requirement as well as the 20-year (240-month) maximum and provided additional guidance regarding milestone awards.

5.1 Holiday Leave: Changes provide a specific number of hours associated with holiday leave. Changes also create a holiday leave bank for shift fire and police personnel.

5.2 Vacation Leave: Changes clarify exempt employees vacation accruals and increase the annual allowed amount for vacation sell back for all employees.

3. Discussion and update on the trash billing transition to Waste Connections. (Staff Resource: A. Bransom)

Asst. City Manager Bransom gave an update regarding trash billing transition. She stated a second billing cycle was accidentally sent out electronically. Councilmember Anderson asked if auto drafts were active. Bransom answered no. In addition, she stated that there are several old accounts that she would like the City to write off. The council gave staff direction to move forward with the process of writing off old accounts.

4. Discuss and receive updates on IT Infrastructure including broadband Connectivity. (Staff Resource: M. Peacock)

Councilmember Nichols arrived at 6:50 pm.

Jeff Ramey, TodoVerde, gave an update regarding broadband connectivity. He gave a design and stated that the estimated cost is currently around 890,000.

### E. UPDATES FROM MAYOR AND COUNCIL MEMBERS, UPDATES FROM CITY STAFF MEMBERS:

Pursuant to Texas Government Code Section 551.0415, the Mayor and Members of the City Council may report on the following items of community interest, including (1) expressions of thanks, congratulations, or condolences; (2) information about holiday schedules, (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving any imminent threat to public health and safety. Staff Updates will address operational issues in various City departments. No deliberation is authorized under the Texas Open Meetings Act.

Mayor Kimble asked everyone to mark their calendar for the Joshua United Event to be held on April 22 from 11:00am to 3:00 pm.

Asst, City Manager Bransom stated that the Project Hero is scheduled for the morning of April 22.

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

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

NA

**G. CONSENT AGENDA**

- 1. Discuss, consider, and possible action on meeting minutes of February 16, 2023 and March 7, 2023.
- 2. Discuss, consider, and possible action on acceptance of an application for Veteran’s Memorial applicant, Lt. Col. William R. Horton.
- 3. Discuss, consider, and possible action on a resolution to designate authorized signatories for the Texas Community Development Block Grant program.
- 4. Discuss, consider, and possible action on a resolution authorizing the submission of a Texas Community Development Block Grant program application and adopting required CDBG Civil Rights policies.
- 5. Discuss, consider, and possible action on the resolution approving the submission of the grant application for the SRT/SWAT Team Gear Funding Grant Program. (Staff Resource: D. Gelsthorpe)

Motion made by Place 1 Waldrip to approve the Consent Agenda. Seconded by Place 3 Nichols.  
Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 3 Nichols, Place 4 Breitenstein, Place 5 Fleming, Place 6 Anderson.

**H. REGULAR AGENDA**

- 1. Discuss, consider, and possible action on accepting the FY22 Annual Audit/Financial Report. (Staff Resource: M. Peacock)

Snow Garrett Williams, Reba Long, Senior Manager, presented the audit.

Motion made by Place 5 Fleming to accept the FY22 Annual Audit, Seconded by Place 4 Breitenstein.  
Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 3 Nichols, Place 4 Breitenstein, Place 5 Fleming, Place 6 Anderson

- 2. Public hearing on a request to consider an Ordinance amending the Tree Preservation preferred tree list contained in Chapter 14, Article 8, of the Zoning Ordinance. (Staff Resource: A. Maldonado)

Mayor Kimble opened the public hearing at 7:07pm.

No comments made by the public. Mayor Kimble closed the public hearing at 7:07 pm.

3. Discuss, consider, and possible action on an Ordinance amending the Tree Preservation preferred tree list contained in Chapter 14, Article 8 of the Zoning Ordinance. (Staff Resource: A. Maldonado)

Motion made by Place 4 Breitenstein to approve the Ordinance amending the Tree Preservation. Seconded by Place 3 Nichols.

Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 3 Nichols, Place 4 Breitenstein, Place 5 Fleming, Place 6 Anderson

4. Discuss, consider, and possible action on an Ordinance declaring unopposed candidates for Council Member Place 2 and Council Member Place 5 Elected to Office and cancelling the May 6, 2023 General Election. (Staff Resource: A. Holloway)

City Secretary Holloway stated that both positions are unopposed and asked the City Council to accept the Certification of Unopposed Candidates prepared by her office.

Motion made by Place 3 Nichols, Seconded by Place 1 Waldrip.

Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 3 Nichols, Place 4 Breitenstein, Place 5 Fleming, Place 6 Anderson

5. Discuss, consider, and possible action on amendments to the Joshua Personnel Policy. (Staff Resource: B. Grounds)

Britney Grounds, Human Resource Manager, stated changes are recommended to the following policies:

4.3 Inclement Weather and Emergency Closings: Changes provide a benefit to emergency services personnel (public works, parks, and animal services) who work during emergency or inclement weather events.

4.9 Longevity Pay & Service Recognition: Changes establish a minimum dollar amount for longevity pay. Changes also remove the 12-month service eligibility requirement as well as the 20-year (240-month) maximum and provided additional guidance regarding milestone awards.

5.1 Holiday Leave: Changes provide a specific number of hours associated with holiday leave. Changes also create a holiday leave bank for shift fire and police personnel.

5.2 Vacation Leave: Changes clarify exempt employees vacation accruals and increase the annual allowed amount for vacation sell back for all employees.

Motion made by Place 6 Anderson to approve the recommended changes. Seconded by Place 4 Breitenstein.

Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 3 Nichols, Place 4 Breitenstein, Place 5 Fleming, Place 6 Anderson

6. Discuss, consider, and possible action on approving development agreements signed by property owners and authorizing the City Manager to sign all necessary documents. (Staff Resource: A. Holloway)

City Secretary Holloway presented eight development agreements. She stated that the agreements is replacing the 2018 agreements that will soon expire.

Motion made by Place 1 Waldrip to approve the agreements, Seconded by Place 6 Anderson.

Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 3 Nichols, Place 4 Breitenstein, Place 5 Fleming,

Place 6 Anderson

7. Discuss, consider, and possible action on board appointment(s). (Staff Resource: A. Holloway)

Motion made by Place 4 Breitenstein for the following appointments to the Planning & Zoning Commission:

Place 1- Jason Allred Sr.

Alt. 1- Kathy Sales

Alt 2- Elizabeth Webb

Seconded by Place 1 Waldrip.

Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 3 Nichols, Place 4 Breitenstein, Place 5 Fleming, Place 6 Anderson

## **I. STAFF REPORT**

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

## **J. EXECUTIVE SESSION**

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

1. In accordance with the Texas Government Code, Section 551.071, to consult with the City Attorney relating to pending litigation, to wit: ZL & SYK, LLC and Mountain Valley Country Club, Inc. vs. City of Joshua, Civil Action No. 3:22-cv-00182-E.
2. In accordance with the Texas Government Code, Section 551.074, to deliberate regarding the appointment, employment, and evaluation of a public officer or employee.
3. In accordance with the Texas Government Code, Section 551.076, to deliberate regarding security audits.

Mayor Kimble closed the Regular Meeting at 7:25 pm to go into Executive Session.

## **K. RECONVENE INTO REGULAR SESSION**



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

Councilmember Fleming left at 7:55 pm.

Mayor Kimble opened the Regular Meeting at 8:11 pm.

No action taken as a result of Executive Session.

**L. FUTURE AGENDA ITEMS/REQUESTS BY COUNCIL MEMBERS TO BE ON THE NEXT AGENDA**

*Councilmembers shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that is not posted. However, any Councilmember may state an issue and request to place the item on a future agenda.*

**M. ADJOURNMENT**

Mayor Kimble adjourned the meeting at 8:12 pm.

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

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

Approved: April 20, 2023





## FY 2022-23 Budget Adjustments

	GL Account Number	GL Account Name	Adopted Budget	Adjustment	Amended Budget	
Revenues	100-4008.03	ESD Fuel Stipend	\$0.00	(\$3,120.00)	(\$3,120.00)	
	100-4008.04	ESD Personnel Stipend	\$0.00	(\$1,560.00)	(\$1,560.00)	
	100-4113	Pet Microchip Fees	(\$1,200.00)	(\$1,300.00)	(\$2,500.00)	
	100-4201	Animal Shelter Donations	(\$500.00)	(\$1,500.00)	(\$2,000.00)	
	100-4202	Police Department Donations	(\$500.00)	(\$1,500.00)	(\$2,000.00)	
	100-4203	General Fund Donations	(\$500.00)	(\$750.00)	(\$1,250.00)	
	100-4400	Police Department Grants	\$0.00	(\$19,994.00)	(\$19,994.00)	
	100-4407	ARPA Funds	(\$917,902.00)	(\$160,404.00)	(\$1,078,306.00)	
	100-4600	Interest Income	(\$1,000.00)	(\$9,000.00)	(\$10,000.00)	
			<b>Total Revenues Added</b>		<b>(\$199,128.00)</b>	<b>(\$1,120,730.00)</b>
Expenditures	100-01-5800	CS Holiday Events	\$60,000.00	(\$15,000.00)	\$45,000.00	
	100-01-5801	CS Christmas Tree & Décor	\$0.00	\$15,000.00	\$15,000.00	
	JCSUD payment	100-02-5865	ND TIF1 Expenses	\$0.00	\$872,314.00	\$872,314.00
		100-02-5941	ND Property Insurance	\$23,595.00	\$15,000.00	\$38,595.00
	ARPA funds	100-02-5945	ND COVID-19	\$10,000.00	\$130,000.00	\$140,000.00
		100-03-5250	M/C Equipment & Furniture	\$2,000.00	\$6,000.00	\$8,000.00
		100-04-5110	AD Salaries	\$577,975.00	\$85,856.00	\$663,831.00
		100-04-5111	AD Overtime	\$0.00	\$1,000.00	\$1,000.00
		100-04-5120	AD Payroll Taxes	\$8,558.00	\$1,254.00	\$9,812.00
		100-04-5130	AD Benefits	\$83,589.00	\$6,612.00	\$90,201.00
		100-04-5140	AD TMRS	\$34,096.00	\$4,997.00	\$39,093.00
		100-04-5310	AD Fuel, Oil, Service	\$0.00	\$1,000.00	\$1,000.00
		100-05-5110	PD Salaries	\$1,262,766.00	\$43,000.00	\$1,305,766.00
		100-05-5120	PD Payroll Taxes	\$19,015.00	\$624.00	\$19,639.00
		100-05-5130	PD Benefits	\$163,628.00	\$8,612.00	\$172,240.00
		100-05-5140	PD TMRS	\$75,635.00	\$2,503.00	\$78,138.00
	ARPA funds grant	100-05-5215	PD Law Enforcement Supplies	\$4,500.00	\$5,085.00	\$9,585.00
		100-05-5260	PD Vests/Safety Equipment	\$10,000.00	\$19,994.00	\$29,994.00
		100-05-5285	PD Code Enforcement Supplies	\$0.00	\$4,000.00	\$4,000.00
		100-05-5403	PD Code Enforcement Software	\$0.00	\$2,760.00	\$2,760.00
		100-05-5406	PD Nuisance Abatements	\$0.00	\$3,000.00	\$3,000.00
		100-05-5910	PD Property Liens	\$0.00	\$500.00	\$500.00
		100-08-5110	DS Salaries	\$274,604.00	(\$39,270.00)	\$235,334.00
		100-08-5120	DS Payroll Taxes	\$4,052.00	(\$578.00)	\$3,474.00
		100-08-5130	DS Benefits	\$43,060.00	(\$8,612.00)	\$34,448.00
		100-08-5140	DS TMRS	\$16,084.00	(\$2,286.00)	\$13,798.00
	ARPA funds	100-10-5113	FD Salaries	\$591,196.00	\$24,785.00	\$615,981.00
		100-10-5120	FD Payroll Taxes	\$10,220.00	\$534.00	\$10,754.00
		100-10-5213	FD Uniforms	\$8,000.00	\$3,000.00	\$11,000.00
		100-10-5330	FD Building R&M	\$25,000.00	\$3,000.00	\$28,000.00
		100-11-5110	PK Salaries	\$163,455.00	\$6,384.00	\$169,839.00
		100-11-5120	PK Payroll Taxes	\$6,882.00	\$93.00	\$6,975.00
		100-11-5140	PK TMRS	\$9,717.00	\$372.00	\$10,089.00
		100-12-5110	FM Salaries	\$118,183.00	(\$36,400.00)	\$81,783.00
		100-12-5120	FM PR Taxes	\$1,783.00	(\$537.00)	\$1,246.00
		100-12-5130	FM Benefits	\$17,224.00	(\$8,612.00)	\$8,612.00
		100-12-5140	FM TMRS	\$7,083.00	(\$2,118.00)	\$4,965.00
		100-12-5285	FM Code Enforcement Supplies	\$4,000.00	(\$4,000.00)	\$0.00
		100-12-5403	FM Code Enforcement Software	\$2,760.00	(\$2,760.00)	\$0.00
		100-12-5403	FM Nuisance Abatements	\$3,000.00	(\$3,000.00)	\$0.00
		100-12-5910	FM Property Liens	\$500.00	(\$500.00)	\$0.00
			<b>total expenses added</b>		<b>\$1,143,606.00</b>	
			<b>total revenues added</b>		<b>(\$199,128.00)</b>	
			<b>net change</b>		<b>\$944,478.00</b>	



# FY 2022-23 Budget Adjustmen

Type A

	<b>GL Account Number</b>	<b>GL Account Name</b>	<b>Adopted Budget</b>
<b>Revenues</b>	200-4600	Interest Income	(\$500.00)
	200-4902	Proceeds From Debt	\$0.00

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**Total Revenues Added**

	<b>GL Account Number</b>	<b>GL Account Name</b>	<b>Adopted Budget</b>
<b>Expenditures</b>	200-00-5700	Land Purchase	\$0.00
	200-00-5909	Miscellaneous Expenses	\$500.00

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**total expenses added**  
**total revenues added**

**net change**

its

<u>Adjustment</u>	<u>Amended Budget</u>
(\$4,500.00)	(\$5,000.00)
(\$1,387,961.00)	(\$1,387,961.00)
	\$0.00
	\$0.00
	\$0.00
	\$0.00
<b>(\$1,392,461.00)</b>	<b>(\$1,392,961.00)</b>

<u>Adjustment</u>	<u>Amended Budget</u>
\$1,396,100.00	\$1,396,100.00
\$500.00	\$1,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
<b>\$1,396,600.00</b>	
<b>(\$1,392,461.00)</b>	

**\$4,139.00**



# FY 2022-23 Budget Adjustmen Type B

	<u>GL Account Number</u>	<u>GL Account Name</u>	<u>Adopted Budget</u>
Revenues	300-4600	Interest Income	(\$500.00)

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Total Revenues Added

	<u>GL Account Number</u>	<u>GL Account Name</u>	<u>Adopted Budget</u>
Expenditures	300-00-5955	Typa B Administrative	\$0.00

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\$0.00

**total expenses added**  
**total revenues added**

---

net change

its

<b>Adjustment</b>	<b>Amended Budget</b>
<b>(\$1,500.00)</b>	<b>(\$2,000.00)</b>
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
<b>(\$1,500.00)</b>	<b>(\$2,000.00)</b>

<b>Adjustment</b>	<b>Amended Budget</b>
\$2,500.00	\$2,500.00
	\$0.00
	\$0.00
	\$0.00
\$0.00	\$0.00

**\$2,500.00**

**(\$1,500.00)**

**\$1,000.00**

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY  
OF JOSHUA, TEXAS, AND PATHWAY COM-TEL, INC.**

**THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOSHUA, TEXAS, AND PATHWAY COM-TEL, INC.** ("Agreement"), is entered into as of this 14<sup>th</sup> day of March, 2023, by and between the **CITY OF JOSHUA, TEXAS**, a home-rule municipality of the State of Texas ("the City"), and **PATHWAY COM-TEL, INC.**, a Texas company ("the Company"). Collectively, the City and the Company may be referred to as "Parties" and individually as a "Party," acting by and through their respective authorized officers.

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

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

**WHEREAS**, the City agrees and acknowledges that the provision of fiber and broadband services to its residents serves an economic development purpose under both state and federal law, and is in the public interest and the Company acknowledges same; and

**WHEREAS**, the Company wishes to construct and install fiber in the Mountain Valley subdivision in the City (the "Project"), thereby allowing Mountain Valley residents reliable Internet access and services not currently available; and

**WHEREAS**, the Company will construct, install and pay for all costs associated with the Project, and in exchange, the City will provide a one-time Grant to the Company in the amount of \$125,000.00 ("Grant"), subject to the terms of this Agreement; and

**WHEREAS**, for and in consideration of the City's approval and Grant, the Company, and its successors and assigns, will commence and diligently pursue the completion of the Project, beginning construction no later than April 17<sup>th</sup> 2023.

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

**1. Scope of Project.**

(a) In consideration for the Grant from the City, the Company agrees to construct and install Internet fiber in the Mountain Valley subdivision in the City, at the locations generally reflected on Exhibit A, attached hereto and incorporated by reference.



(b) Construction of the Project shall begin no later than Apr. 1 17<sup>th</sup> 2023, and such construction plans shall be subject to City approval.

(c) The failure of the Company to commence construction by the date above shall constitute a default under this Agreement.

2. **Obligation of the City.** Upon execution of this Agreement by the Parties, the City shall pay the Company the Grant of \$125,000.00 for the Project.

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

(a). The Company fails to commence the Project by May 17<sup>th</sup> 2023.

(b). The Company ceases operations in the City at any time during the Project prior to its completion of the Project.

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

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

4. **Effect of Default by the Company.** If any Event of Default by the Company shall occur, and after the Company fails to cure same in accordance herewith, the Grant described herein shall be due and owing to the City. If an Event of Default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

5. **Construction of Agreement; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of

the parties created hereunder are performable in Johnson County, Texas. Venue for any action arising under this Agreement shall lie in Johnson County, Texas.

6. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: City of Joshua, Texas  
101 S. Main Street  
Joshua, Texas 76058  
Att'n: City Manager's Office

If to the Company: Pathway Com-Tel, Inc.  
P.O. Box 1298  
Joshua, Texas 76058  
Att'n: Ray Bussell, General Manager

7. **Attorney's Fees to Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

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

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

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

warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Company to same.

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

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

**15. Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

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

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

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

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

**21. Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Company is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of the Company verifies that the Company does not boycott Israel and will not boycott Israel during the Term of this Agreement.

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

**23. Report Agreement to Texas Comptroller's Office.** The City covenants and agrees to report this Agreement to the Texas Comptroller's Office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021).

**24. Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274 (as added by Texas Senate Bill 19, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Company employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Company represents that (1) the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Company will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

**25. Verification Against Discrimination and Non-Boycott of Energy Companies.** Pursuant to Texas Government Code Chapter 2274 (as added by Texas Senate Bill 13, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021)) unless

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

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

**THE CITY OF JOSHUA, TEXAS**

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

**ATTEST:**

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

**PATHWAY COM-TEL, INC.**

  
\_\_\_\_\_  
Ray Bussell, General Manager

### Exhibit A (Fiber Installation Locations)





**City Council Agenda  
April 20, 2023**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on an 380 Agreement with Pathway Communications to provide Fiber Internet Service to Moutain Valley Estates area.

**Background Information:**

380 Agreement with Pathway Communications to match 50% of the cost to install fiber internet service to Mountain Valley Estates in the amount of \$125,000.00

**Financial Information:**

\$125,000

**City Contact and Recommendations:**

Mike Peacock

**Attachments:**

- 1. Agreement**



## **MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Mike Peacock,

**DATE:** March 27, 2023

**SUBJECT:** **Study to Fund Storm Water Impact Fee**

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Storm water runoff is one of the largest problems currently faced in Public Works. Given the number of drainage car ditches that are in the city, the maintenance of those drainage water ways is becoming unsustainable. With regulations from both State and Federal unfunded mandates, additional funding sources are often the solution, when the need surpasses the General Fund.

One of the first steps to the implementation of a storm water maintenance fee is a professionally engineered study, which is one of the unfunded mandates required by the State.

**Option 1 - \$40,000.00**

Study of residential properties and provide a fee based on number of residents, CIP costs for the next 5 years, and other data necessary to establish funding.

**Option 2 - \$70,000.00**

More in depth study that would include impervious surface calculations, larger commercial properties, exemptions and additional information.

In order to move forward with the upcoming budget year, staff is looking for direction on the interest of the council in this concept.

**STAFF RECOMMENDATION:** None at this time.





275 W Campbell Road  
Suite 440  
Richardson, TX 75080  
Phone: (972) 680-2000

March 28, 2023

via email: [mpeacock@cityofjoshuatx.us](mailto:mpeacock@cityofjoshuatx.us)

Mr. Mike Peacock  
City Manager  
City of Joshua  
101 S. Main Street  
Joshua, TX 76058

**Subject: Proposal to Conduct Stormwater (Drainage) Fee Feasibility Study**

Dear Mr. Peacock:

NewGen Strategies and Solutions, LLC (NewGen) appreciates this opportunity to propose our assistance to the City of Joshua (City). It is our understanding that at this time the City is seeking a qualified consultant to conduct a Stormwater Fee Feasibility Study (Study) in accordance with the requirements of Local Government Code 552, Subchapter C.

The following letter provides our proposed scope of services and anticipated fees associated with completing the requested scope. We look forward to assisting the City on this important engagement and stand ready to answer any questions you or the City Council may have.

## Proposed Work Plan

To perform the requested study, the Project Team proposes the following work plan. This work plan closely follows the approaches and methodologies utilized by NewGen's Project Team members in all of their stormwater fee studies. Therefore, the City can be assured that the work plan proposed by NewGen has been tested and proven in numerous studies across the state and nation. It is understood that, if selected, the Project Team will refine, customize, and finalize the work plan with the City upon award of the project.

NewGen maintains a strong and active presence before the State of Texas' rate regulatory authorities and is routinely requested to provide expert opinions on rate matters by legal counsels representing clients throughout the State of Texas. For NewGen to maintain its reputation and presence within the regulatory environment, our product must be of such quality to withstand intense scrutiny. The product(s) developed by NewGen for this engagement will withstand such scrutiny.

Unless otherwise specified or requested by the City, all meetings discussed throughout the work plan will take place virtually. NewGen utilizes a variety of tools to conduct virtual meetings and will work with the City to determine the best technology platform for all parties.

### Task 1 – Establish and Analyze Service Area

At the outset of the Project, NewGen will discuss the anticipated stormwater / drainage service area with City staff and establish the limits of the service area. This service area typically includes the corporate boundaries of the municipality and could also include other areas within the municipality's current extraterritorial jurisdiction that contribute flow to the drainage system. Once the service area is

Mr. Mike Peacock  
March 28, 2023  
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established, NewGen will utilize the Johnson County Appraisal District (JCAD) database under the standard scope of services to develop an estimate of square footage of the property accounts with lots and tracts within the service area. The Project Team will work with City staff and JCAD staff to complete the necessary documentation needed to grant our team access to the data. With this data, our Team members will determine the estimated square footage of residential and non-residential properties within the service area to develop the appropriate billing units.

Alternatively, the JCAD database could be used to survey a sample of residential properties within the service area and develop the average impervious area for this sample set of properties as an option to the standard scope of services. This average impervious area will then serve to set the equivalent residential unit (ERU) value for the City. Once developed, the Project Team will then review non-residential properties in the City and calculate the potential impervious area and associated ERUs for these non-residential properties based on land area and appropriate impervious cover assumptions.

Please note that significant effort may be required to calculate impervious cover based on satellite imagery. This type of analysis can be time consuming and costly. Given that the City is not currently generating stormwater fee revenue, the Project Team proposes to establish the service area and perform impervious surface calculations using available data from the appraisal district as opposed to aerial imagery. Going forward, as the City generates stormwater fee revenue, and should additional work be required to refine and further define the impervious cover dataset, these services can be provided under a separate engagement. Should the City desire to move forward with such a detailed analysis at this time, then NewGen has provided optional pricing for this determination. Please note that should the City avail itself of this optional service, NewGen reserves the right to subcontract this portion of the scope of work in an effort to complete the services in the timeliest manner.

### **Task 2 – Prepare Customer Billing Database**

To create the customer billing database for the assessment of stormwater fees, the impervious area and ERU values developed in Task 1 must be merged and assigned to the City's utility billing accounts. The information contained in the JCAD dataset and the City's utility billing database will vary, and a clean-up effort will be needed to properly merge the information. For example, different street naming conventions may exist between the two databases such that an address-matching effort is required to link the two sources of information together. Additionally, existing water or wastewater utility customers must be reviewed to see if they are also stormwater customers. Further, stormwater customers who are not City water or wastewater customers must also be identified, and new accounts created. As a result, various complications may arise in resolving mismatches or identifying where no match exists that will ultimately require City staff support to finalize the billing data.

It should be noted that the establishment of the customer billing database and evaluation and resolution of data discrepancies can be a time-consuming process depending on the quality of existing data and the desired basis for fee application. The Project Team will keep staff apprised of work efforts and will proactively discuss difficulties as they may arise.

### **Task 3 – Revenue Forecasting and Rate Options**

Using the database prepared in Task 2, the Project Team will forecast annual revenues based on a variety of potential rate scenarios. These scenarios will include recognition of required mandatory exemptions from the stormwater fee (i.e., parcels that are not developed (kept in a natural state), properties with a wholly sufficient and privately-owned drainage system that does not discharge to the public drainage

Mr. Mike Peacock  
March 28, 2023  
Page 3

system, State-owned facilities, County-owned facilities, and institutions of higher learning). In addition, the Project Team will provide an estimation of the revenue impact of granting potential discretionary exemptions for other properties such as city-owned facilities, churches, and schools.

#### **Task 4 – Cost of Service Comparison**

Once the various revenue scenarios have been developed, the Project Team will work with City staff to identify the current cost of stormwater management currently covered within the City's General Fund. In addition, discussions will be held with City Staff to determine the cost associated with additional stormwater management activities which are desired but are not currently deployed within the City. This analysis will be driven by the permissible Drainage Utility cost of service criteria as contained in the Texas Local Government Code 552.044(2). Once the cost is developed, it will be compared with the revenue generation scenarios developed under Task 3 to further inform Council's decision on an appropriate level of stormwater charges.

#### **Task 5 – Stormwater Fee Comparison Review**

The Project Team will compare the potential fee levels considered in Task 3 with Stormwater Fees of municipal utilities of comparable size, demographics, and operational characteristics so as to provide an estimation of the City's comparable and competitive position.

At the conclusion of Task 5, members of the Project Team will conduct a briefing presentation with City staff to discuss the results of the analysis. Included in these discussions will be the development of the strategy(ies) to communicate and institute the stormwater utility.

#### **Task 6 – Draft Letter Report Preparation**

The Project Team will develop a draft letter report summarizing findings, conclusions, and recommendations of the Stormwater Fee Study. The report will include all methodologies, assumptions, and calculations, and a background section that includes all data used in the determinations made in the study. The Project Team is committed to ensuring that the City thoroughly understands the recommendations in the draft report and will be available to discuss findings, answer questions, and receive input. The Project Team will ensure that City staff has sufficient time to address their concerns and/or questions prior to finalizing the report.

#### **Task 7 – Final Letter Report Preparation and Presentation**

Upon receipt of City staff comments, the Project Team will make appropriate changes and provide the City with the final report. After completion of the final report, the Project Team will assist the City in the presentation of the results of study to various stakeholders, including presenting the study's findings, conclusions, and recommendations to the City Council. Such presentations will be limited to participation at one (1) public meeting of the City Council either as a work session or general Council meeting.

### **Project Timeline and Deliverables**

The Project Team will provide the City with the following:

- Draft Report

Mr. Mike Peacock

March 28, 2023

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- Within 130 to 160 days of notification of award, given the timely receipt of the required financial and operational data, an electronic draft report will be provided for the City's review and comment that summarizes the Project Team's findings, conclusions, and recommendations.
- Final Report
  - The final report will be provided to the City within two weeks after delivery of the draft report, given the timely receipt of the City's comments.
- Meetings/Presentations
  - The Project Team will conduct up to three (3) meetings with City staff during the course of the engagement. In the interest of time and in order to complete the study in the most cost-effective manner, meetings will be conducted via web or teleconferencing whenever possible. Additional formal meetings and/or presentations beyond those listed here will be provided on a time and expense basis.

## Proposed Project Cost

Based on the work plan outlined herein, the Project Team agrees to perform the requested study for the fees outlined below. Please note that these fees are inclusive of out-of-pocket expenses.

Description	Fees
Standard Scope of Services	\$ 37,500
Optional: Standard Scope with Impervious Area Calculations	\$ 60,000

NewGen proposes to invoice the City monthly for actual hours worked at our then applicable hourly billing rates, plus out of pocket expenses incurred at cost. Payment is due within thirty (30) days upon receipt of invoice. NewGen's hourly billing rates, effective through December 31, 2023, are as follows:

### NewGen Strategies and Solutions 2023 Billing Rates

Position	Hourly Billing Rate
Partner	\$250 – \$385
Principal	\$235 – \$385
Senior Manager	\$210 – \$265
Manager	\$185 – \$210
Senior Consultant	\$160 – \$185
Consultant	\$150 – \$160
Administrative Services	\$120

Note: Billing rates are subject to change based on annual reviews and salary increases.

Mr. Mike Peacock  
March 28, 2023  
Page 5

Services requested by the City not specifically outlined within the proposed work plan and which the Project Team is unable to provide within the proposed project pricing above will be provided on a time and expense basis.

Again, NewGen appreciates the opportunity to propose our assistance to the City of Joshua, and we stand ready to answer any questions or provide any additional information the City may need as you select a qualified firm for this important project. If you should have any questions regarding this letter and/or require additional information, please contact me at [cekrut@newgenstrategies.net](mailto:cekrut@newgenstrategies.net) or (972) 232-2234.

Very truly yours,

**NewGen Strategies and Solutions, LLC**

DocuSigned by:  
*Chris D. Ekrut*

FB62F346CFA8440...  
Chris D. Ekrut  
Partner and Chief Financial Officer

**Project Authorization**  
**City of Joshua, TX – Standard Scope of Services**  
**(\$37,500)**

Signed \_\_\_\_\_ Printed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**Project Authorization**  
**City of Joshua, TX – Optional Standard Scope of Services with Impervious Area Calculations**  
**(\$60,000)**

Signed \_\_\_\_\_ Printed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

CMT COST ESTIMATE

Revised-Joshua City Building  
(Conceptual Estimate)

Joshua, Texas

Cost Estimate No: 96935



*Environmental*

*Geotechnical*

*Construction Materials*



April 12, 2023

CITY OF JOSHUA  
101 South Main Street  
Joshua, Tx 76058

Attention: Mike Peacock - City Manager  
mpeacock@cityofjoshuatx.us

Construction Materials Testing  
Services and Fees

REVISED-JOSHUA CITY BUILDING (CONCEPTUAL ESTIMATE)

Joshua, Texas

Cost Estimate No: 96935-22-49

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Ben Njaria at 817.496.5600, ext. 3318, we are available to discuss any questions at your convenience.

Respectfully submitted,  
ALPHA TESTING, LLC.

Ben Njaria  
Senior CMT Estimator

Tim Begole, Jr.  
CMT Department Manager

BN/jr  
Attachments: Acceptance Sheet  
General Terms and Conditions



## FIRM PROFILE

### HISTORY

Alpha Testing, LLC. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

### BUSINESS LOCATIONS

#### 1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: [bpowell@alphatesting.com](mailto:bpowell@alphatesting.com)

Ken Combs, Vice President: [kcombs@alphatesting.com](mailto:kcombs@alphatesting.com)



#### 2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: [tbegole@alphatesting.com](mailto:tbegole@alphatesting.com)

Brian Hoyt, PE, Geotechnical Manager: [bhoyt@alphatesting.com](mailto:bhoyt@alphatesting.com)

#### 3. San Antonio Office

4740 Perrin Creek, Suite 480 San Antonio, TX 78217

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: [aheiman@alphatesting.com](mailto:aheiman@alphatesting.com)

#### 4. Houston Office

6513 W. Little York Road, Houston, TX 77040

(V) 713-360-0472 (F) 713-360-0481

Joseph Culley, Regional Manager: [jculley@alphatesting.com](mailto:jculley@alphatesting.com)

### Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience.





PROJECT INFORMATION

In this proposal, we are providing our conceptual estimate of the testing anticipated based on our understanding of the project information provided; schematic civil plans dated: 2/15/2023 ; Along with the applicable city standards for the City of Joshua, Texas. We have generated a conceptual cost estimate for the construction of Joshua City Building based on this information.

Note: As construction plans was not available at the time this cost estimate was completed, the scope of testing may change based on the geotechnical recommendations and final construction plans, in which case this cost estimate could be revised upon request.

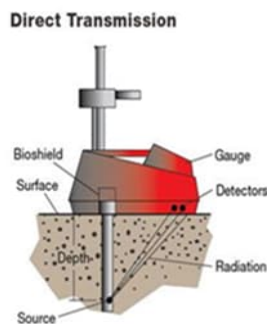
Proposed Buildings: 16,786 Sq. Ft. ; Proposed Paving: 61,078 Sq. Ft.

CMT Low to High Pricing Range -

Area SFT	Price Per SFT	
77,864	Sq. Ft. \$ <b>0.50</b> Per Sq. Ft.	\$ <b>38,932.00</b>
77,864	Sq. Ft. \$ <b>0.53</b> Per Sq. Ft.	\$ <b>41,267.92</b>



**Moisture Density Gauge**





CMT ACCEPTANCE FORM

Date: April 12, 2023 Alpha Cost Estimate No: 96935-22-49

Project Name: REVISED-JOSHUA CITY BUILDING (CONCEPTUAL ESTIMATE)

Low CMT Estimate	\$38,932.00
High CMT Estimate	\$41,267.92

Project City: Joshua, Texas

\* Highlighted Areas Must Be Filled Out \*

CLIENT: \_\_\_\_\_ ATTN: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CITY/STATE/ZIP: \_\_\_\_\_ PHONE/FAX: \_\_\_\_\_  
OWNER OF PROPERTY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
PROJECT LEGAL DESCRIPTION: \_\_\_\_\_  
PROJECT COUNTY: \_\_\_\_\_

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Dallas, Texas.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,500.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferrosan work must be paid prior to work or upon arrival to the site to perform the work.

Non-Solicitation Agreement: The undersigned shall not, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee of Alpha Testing, LLC.

Cost Estimate ACCEPTED BY: \_\_\_\_\_

Signature	Title	Date
-----------	-------	------

Accounts Payable Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please indicate in the space provided authorized field personnel, along with email or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: \_\_\_\_\_ (If no names are provided it will be understood no authorized field representative signature is required.)

REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET

Please provide a personal password for this project (up to 15 characters): \_\_\_\_\_ Please provide a valid email address: \_\_\_\_\_. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, www.alphatesting.com, to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

REPORT DISTRIBUTION

Firm	Contact Name	Email



## REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Dallas within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 3 hours per trip applies to all field work.

All reports are available on line.

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm and Saturday 7:00 am to 12:00 pm. All schedule calls made after these hours will be returned in the order received. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time. Dispatch phone numbers: 817-507-0546. Note: You must reference Alpha's job project number to schedule services. If project number is unknown please reference cost estimate number shown on the CMT acceptance form.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, which ever is greater.

ALPHA TESTING, LLC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,500.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, ALPHA TESTING, LLC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



## “EXHIBIT A” Terms and Conditions

### Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT’s engagement of ALPHA TESTING, LLC. (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

### Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA’s profession currently practicing under similar conditions and in the same locality as the Project. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA’s report to any third Party, Client shall make such third party aware of this limitation of liability, and to the extent authorized by Texas law, shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

**ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.**

### Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA’s personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA’s performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and to the extent authorized by Texas law, shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys’ fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT. In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA’s prevailing fee schedule and expense reimbursement policy.



#### Section 4: CLIENT's Responsibility and Project Understanding

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA's performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA's work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA's work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA's specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha's work and any fault or claimed deficiency with ALPHA's work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA's work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.

ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT's failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and to the extent authorized by Texas law, CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys' fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to the extent authorized by Texas law, to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT's failure to timely provide such new, changed, or additional information.

#### Section 5: Project Change

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.



#### Section 6. Confidentiality

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 6 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

#### Section 7. Sample Disposal

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and to the extent authorized by Texas law, shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

#### Section 8. Construction Observations

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.



#### Section 9. Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.

#### Section 10. Termination

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

#### Section 11. RISK ALLOCATION AND LIMITATION OF LIABILITY

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND TO THE EXTENT AUTHORIZED BY TEXAS LAW, CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED. Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

#### Section 12. Discovery of Unanticipated Hazardous Materials

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.





### Section 13. Ground Water Contamination

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and to the extent authorized by Texas law, shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

### Section 14. Insurance

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

### Section 15. Indemnity

TO THE EXTENT AUTHORIZED BY TEXAS LAW, ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.

### Section 16. Invoices and Payment Terms

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.





#### Section 17. Non-Solicitation

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.



#### Section 18. Resolution of Disputes

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier that concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 18.C, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**The provisions of this Section 18 shall survive the termination of this Agreement.**

#### Section 19. Governing Law and Survival

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.



**City Council Agenda  
April 20, 2023**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on approval of an agreement with Alpha Testing for soil testing for Municipal Complex.

**Background Information:**

Alpha Testing has been contracted in previous years for construction projects including the Fire Station and the Park and Ride.

**Financial Information:**

Estimated cost for the project is \$41,267.92

**City Contact and Recommendations:**

Mike Peacock

**Attachments:**



## POLICY FOR THE FAÇADE IMPROVEMENT PROGRAM

### **I. GENERAL PURPOSE AND OBJECTIVES**

A. The purpose of the Façade Improvement Program (“Façade Improvement Program”) is to encourage local businesses to improve storefronts/façades in eligible areas, and to promote commercial revitalization and economic development. The Façade Improvement Program is funded with revenues generated from the City General Fund, ARPA funding and Type A EDC funds. Revenues from the “ARPA Funds” are deemed “Grant Revenues” and can only be spent on specific uses allowed by law.

B. The City of Joshua (“City”) may use Grant Revenues as follows:

1. for community or economic development activities
2. For projects that include private investment.

### **II. DEFINITIONS**

*“Building” means, for funding purposes, a contiguous structure with shared walls, not including firewalls.*

*“Eligible Improvements” means any construction or aesthetic alteration made to the side of the building parallel to the primary right-of-way and improvements to the interior wall of the façade caused as a result of improvements to the façade, as approved by City staff through the application process.*

*“Developer” means a legal entity/party that enters into the Reimbursement Agreement with the City to receive funds from the Façade Improvement Program.*

*“Façade” means the portion of the building parallel to the primary right-of-way as determined by City.*

*“Owner” means the legal owner of the property on which the Project is located.*

*“Project” means the City approved improvements to the building eligible for Façade Improvement Program funds.*



**III. ELIGIBLE PROJECTS**

A. Eligible Projects. For a Project to be considered for funding under the Façade Improvement Program, it must meet the following criteria:

1. The use of the property must be following the City’s Zoning Ordinance.
2. The Developer:
  - a. must invest its own funds on Eligible Improvements.
  - b. must submit a complete application to the city.
  - c. must not be delinquent in paying property taxes for any property owned by the Developer; and
  - d. must not have any City liens filed against any property owned by the Developer, including but not limited to weed liens, demolition liens, board-up/open structure liens and paving liens.
3. No delinquent taxes shall be owed for the property on which the Project is located.

**IV. ELIGIBLE IMPROVEMENTS AND EXPENDITURES**

A. Eligible Improvements. Eligible improvements are limited to the following:

1. signage attached to the facade.
2. painting.
3. siding.
4. brick/stone/masonry.
5. glass.
6. windows.
7. doors.
8. trim.
9. awnings.
10. structural improvements to façade; or
11. exterior lighting attached to the façade.

B. Ineligible Improvements:

1. exterior improvements located on the sides or rear of buildings.
2. interior improvements.
3. Landscaping (Unless with an approved maintenance Agreement)



**V. SELECTION PROCESS**

A. Application. A complete application must be submitted along with the following attachments:

1. proof of ownership and/or occupancy such as deed/lease; If the Developer does not own the property on which the Project is located, the Developer must provide proof satisfactory to City that the proposed improvements are allowed and authorized by the Owner.
2. detailed explanation of proposed improvements.
3. renderings, elevations, drawings etc. for proposed improvements.
4. photographs of existing conditions; and
5. construction cost breakdown that differentiates Eligible Improvements from other improvements if any.

B. Denied Applications.

1. Applications will be denied 30 days after submission if all required documentation is not received by the City.
2. Applicants will have 60 days after the date of denial to resubmit applications without paying a new application fee.

C. Design Review Committee. A Design Review Committee composed of City staff will review the complete application to ensure Project eligibility and feasibility. The Committee will develop guidelines and objectives for the Façade Improvement Program. Projects will be selected on a first come, first served basis of completed applications and will be approved based upon designs that meet the purpose and objectives of the Façade Improvement Program.

D. Applicants will be notified in writing of the City’s decision.

E. If City staff denies the application, then Applicant may appeal the denial to the City’s Type A EDC Board directly. The Type A EDC Board will make the final determination for approval or denial of the application.

**VI. REIMBURSEMENT OF ELIGIBLE FAÇADE IMPROVEMENTS**

A. Funding for a Project is subject to availability and will be allocated on a first come, first approved basis. Once an application is approved, in order to participate in Façade Improvement Program, a Reimbursement Agreement outlining the terms and conditions of City providing funds to the Project must be executed by the Owner. Funding for the Project will be set



aside so long as construction permits are pulled, or work has commenced on the façade within 180 days of Project approval.

B. City shall reimburse Developer on Eligible Improvements at the completion of the Project. City shall only reimburse for eligible façade improvements and shall not reimburse any funds spent on improvements made to other portions of the building.

C. Each Project can receive a maximum of \$5,000 per building for Eligible Improvements. \* *Special approval process for any requests that exceed the \$5,000 limit, based on available funding.*

D. Funds will be paid to Developer after all improvements have been made and approved by City and the terms of the Reimbursement Agreement have been met.

E. In order to receive funds, Developer must provide proof of expenditures for Eligible Improvements with supporting documentation which may include:

1. itemized invoices that differentiate Eligible Improvements versus other improvements.
2. cleared checks and/or bank statements.
3. release of liens for the work performed, if any.
4. certificate of occupancy.
5. final inspection report from City; and
6. photographs of completed Eligible Improvements.

#### VII. REQUIREMENTS FOR APPROVED PROJECTS

**A. Approvals.** Prior to construction commencement, all federal, state, and/or local approvals necessary to complete the improvements must be provided. Approvals could include:

1. City’s Heritage Preservation Commission.
2. City’s Planning & Zoning Commission.
3. City’s Development Services Department
4. Permitting.

**B. Project Completion.** The completion date of the improvements to be constructed will be determined on a case-by-case basis and will be included in the Reimbursement Agreement. If the Project is not completed by this date, then the Project will be ineligible for funding, but City staff in its sole discretion may extend this date upon written request from the Developer.



**City of Joshua**  
**Façade Improvement Grant Program**  
**Application**

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**1. Applicant Information:**

Developer/Tenant Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ email: \_\_\_\_\_

Agent (if any) \_\_\_\_\_

Address: \_\_\_\_\_

**2. Property Owner Information (may be same as above):**

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ email: \_\_\_\_\_

Property Owner or Agent Signature: \_\_\_\_\_

*(If signed by agent, attach written authorization from owner to act on owner's behalf).*

**3. Property Information:**

Property Address: \_\_\_\_\_

Building or Business Name and Use: \_\_\_\_\_

Property Legal Description: \_\_\_\_\_

*(Lot, Block, Subdivision or Abstract Name and Number)*

Johnson County Appraisal District Account Number (8 digit) \_\_\_\_\_

**Incomplete applications will not be processed for certification until all required documents shown in the check list below are submitted. If all documents are not submitted within 30 days after the application is received, the application will be automatically denied. Funding for project will only be set aside if construction permits are pulled, or work has commenced on the façade within 180 days of project approval.**





1. Total Development cost of project improvements: \_\_\_\_\_

2. Total development cost of eligible improvements: \_\_\_\_\_

**Please provide project details and amount of capital investment in the following chart:**

<b>Items</b>	<b>Amount</b>	<b>Notes</b>
a. _____	\$ _____	_____
b. _____	\$ _____	_____
c. _____	\$ _____	_____
d. _____	\$ _____	_____
e. _____	\$ _____	_____
f. _____	\$ _____	_____
<b>TOTAL</b>	<b>\$ _____</b>	

**2. Application Checklist- Please submit the following documentation:**

- \_\_\_ Completed Application form.
- \_\_\_ If application is made by a tenant, copy of the lease agreement along with a signed letter from owner.
- \_\_\_ Photograph of existing conditions.
- \_\_\_ Detailed explanation of improvements including renderings, elevations, drawings, etc.
- \_\_\_ Cost breakdown including cost estimates of all proposed improvements.
- \_\_\_ Proposed timeline for completion of improvements including start date and completion date.

**3. Applicant Certification:**

The application certifies that all information in this application and all information furnished in support of this application is true and complete to the best of the applicant’s knowledge and belief.

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

**Note: Be advised that application submitted is subject to the Open Records Act and as a result, may become public information within the limits of the law.**



# Joshua Police Department



Item 1.

## March 2023

The police department became fully staffed in March with the hiring of Officer Christobal Rodriguez and Officer Katie Drambareanu. Officer Rodriguez was a Lieutenant with the Keene Police Department and will begin his role as a traffic officer for the Joshua Police Department. Officer Rodriguez will focus his attention on traffic-related issues throughout the city. Officer Drambareanu was the Administrative/Investigative Sergeant for the Keene Police Department. Officer Drambareanu will be assigned to patrol, which will facilitate the placement of an officer on the STOP Task Force.

The Johnson County Commissioner’s Court approved moving forward with SOMA to provide CAD/RMS software for the entire county, excluding the City of Burleson. The new CAD/RMS software is anticipated to be implemented in 12 to 18 months. Johnson County will provide funding for the first year.

The department continued its mission of aggressively seeking training for its members. The purpose of this training endeavor is to ensure the readiness of the Joshua Police Department to respond to a critical incident.

## Patrol

Category	March 2023	March 2022	2023 year to date
Dispatched Calls	230	261	658
Arrests	4	7	30
Crash Reports	2	5	11
Traffic Stops	304	506	978
Citations	139	153	322
Outside LE Agency Assist	8	14	23
Reports	30	49	108

## K9

K9 Cam was deployed twice in March with positive alerts on both deployments.

## Investigations

Category	March 2023	March 2022	2023 year to date
Crimes Against Persons	2	5	6
Property Crime (Thefts, Damage)	5	8	25
Other (Drug or Alch/Missing/Deceased)	23	36	47



# Joshua Police Department



Item 1.

## Code Enforcement

Violation Description	Number of Violations Open/Closed
Unapproved Parking Surface	3
Sign Violation	17
Overgrown Vegetation & Weeds	1
Outside Storage	4
Junk/Inoperable Motor Vehicle	1
Junk & Debris Nuisance	4
High Grass & Weeds	2

## Training

Officer Tyler Smith and Officer Chris King attended SWAT training with Officer King able to attend Advanced SWAT training. Both officers will begin instructing tactics to the remainder of the patrol division. The entire patrol division and CID division began attending ballistic shield training. One half attended in March with the second half attending in April. Officer Taylor Clark and Officer Christobal Rodriguez attended ALERRT Level 1 training. Officer Nick Bright and Detective Leigh Sosebee attended First Responder Medical training provided by ALERRT. Sergeant Jason Wright attended a Solo Officer Rapid Deployment training provided by ALERRT and he also attended a background investigation class. Chief Gelsthorpe attended an Active Incident Response training sponsored by ALERRT and the Texas Police Chief Leadership Series as mandated by the Texas Legislature.

## Community Outreach

Event	Date
Tarrant Food Bank	March 9 <sup>th</sup>
Crime Stoppers	March 14 <sup>th</sup>
JBA Opening Day	March 25 <sup>th</sup>



## Joshua Fire Department Monthly Activity Report

March 2023

### PERSONNEL & RECENT ACTIVITIES

Firefighter Joseph Caruso is attending a Driver/Operator certification course through Tarrant County College. Volunteer hours were 760 for March.

### FIRE MARSHAL'S OFFICE.

#### FIRE INSPECTIONS

The Joshua Fire Marshal's Office is diligently working to increase fire safety within the City of Joshua. Performing fire inspections enables the identification fire and safety hazards and gain cooperation from business owners or occupants to mitigate the hazards. In the month of March the following inspections were completed.

ID	OCCUPANCY	DATE	INSPECTOR	INSP. RESULTS	NOTES
<b>Inspection Type: Alarm System Test</b>					
Mariposa 2017 - 1	Mariposa Apartment Complex	03/29/2023	Noblitt, Gage	Passed	
Total # Inspections for: Alarm System Test:				1	
<b>Inspection Type: Annual</b>					
Mariposa 2017 - 1	Mariposa Apartment Complex	03/02/2023	Noblitt, Gage	Second Correction Notice	
	Cypress Creek Apartments	03/02/2023	Noblitt, Gage	No action been done	
SD01	Star Donuts	03/06/2023	Noblitt, Gage	Passed	
JPP2020	Joshua Post & Print	03/07/2023	Noblitt, Gage	Correction Notice Issued	
CSS	Cathy's Smoke Shop	03/07/2023	Noblitt, Gage	Correction Notice Issued	
SB2021	Starbucks	03/21/2023	Noblitt, Gage	Second Correction Notice	
CSS	Cathy's Smoke Shop	03/21/2023	Noblitt, Gage	Passed	
DG01	Dollar General	03/22/2023	Noblitt, Gage	Correction Notice Issued	
CE01	Chicken Express	03/22/2023	Noblitt, Gage	Passed with Comments	
Total # Inspections for: Annual:				9	
<b>Inspection Type: Certificate of Occupancy Inspection</b>					
	DFW Senior Care	03/20/2023	Noblitt, Gage	Passed	
Total # Inspections for: Certificate of Occupancy Inspection:				1	
<b>TOTAL # INSPECTIONS:</b>				<b>11</b>	

#### INVESTIGATIONS

##### 608 W Sheila Cir.

03/08/2023 20:01:54 Reporting Party came to the Fire Station to report that they had a kitchen fire and wanted to have it checked out. Homeowners had already extinguished the fire. The Fire Marshal's office responded to perform an investigation. The scene was documented by photographs. The homeowners utilized a fire extinguisher to extinguish the fire. The fire was determined to be a result of unattended cooking materials and is believed to be accidental.

##### 952 S Broadway St.

03/09/2023 09:05:39 Fire Alarm Activation. Joshua Fire Department and Joshua Fire Marshal's Office responded to a fire alarm activation at McDonald's. JFMO arrived on scene first and observed visual and audible notification devices activated and no patrons or employees evacuated. The manager stated they did not know the alarm was going off. There were no signs of fire or smoke found in the building. The fire alarm panel indicated the panel smoke detector activated. The fire alarm system was reset, and units cleared the scene.

## INVESTIGATIONS, Cont.

### 1601 County Road 909

03/11/2023 19:46:13 Natural Vegetation Fire. Joshua Fire Marshal's Office responded with Joshua Fire Department for an outside fire investigation. No Burn Permit was obtained for this area. Contact was made with the complainant who believed they may be burning illegal materials. Contact was made with the individuals burning. They Showed us the burn pile and area. They did not appear to be burning any illegal material and the area was isolated from other vegetation or structures. They were allowed to continue burning, although they were advised of the burning laws and the requirement to obtain a permit before burning.

### 7028 Valley View Dr.

03/22/2023 17:36:10 Fire Alarm Activation. JFD and JFMO began responding to this location for a fire alarm. While enroute Fire Dispatch advised that the alarm company advised this would be a false alarm. Both units returned to service.

### 952 S Broadway St.

03/27/2022 20:08:36 Fire Alarm Activation. Joshua Fire Department and Fire Marshal's Office responded to McDonald's for a fire alarm. While enroute we were advised that it would be a false alarm. Fire Marshal's Office continued to respond to the location due to it being the second false alarm. Upon arrival, there were no notification devices activated. I began speaking to the manager and he stated that they began cleaning the ovens and it produced smoke and set the alarms off, they aired out the area and reset the alarm. When I arrived at the fire alarm panel it had already been cleared and showed normal status. I returned to service.

## TRAINING

Joshua Fire Marshal's Office and Joshua Fire Department hosted and participated in the Active Attack Integrated Response (AAIR) Train-The-Trainer course. The forty-hour course is presented by ALERRT and integrates Law Enforcement, Fire/EMS and Dispatch in preparation for an active attack. The Department now has three certified AAIR instructors.

DATE	TOPIC	HOURS	ATTENDANCE
03/01	Ropes and rigging	3	5
03/08	Disaster Response	3	6
03/13	ALERRT AAIR Train the Trainer	40	3
03/13	Ladders	1	2
03/15	Live Fire Prep	1:30	4
03/18	Live Fire at JCESD	10	13
03/20	Radio Communications	1	3
03/22	MTN on FF Equipment	3	6
03/25	Pump OPS TNG	2	4
03/27	EMS Protocols	1:30	2
03/27	District Study	1	2
03/28	Chainsaw OPS	1	3
03/28	Brush Truck OPS	1	3
03/29	EMS CE Med Emergencies	3	12
03/31	EMS CE Med Emergencies	3	4

**EMERGENCY RESPONSE..**

JOSHUA FIRE DEPARTMENT							
EMERGENCY RESPONSE STATISTICS							
YEAR:	2023	MONTH:	March				
EMERGENCY RESPONSES							
CITY INCIDENTS		March	YTD	COUNTY INCIDENTS		March	YTD
Building Fires		0	2	Building Fires		0	1
Trash/Rubbish Fire Contained		0	2	Outside Rubbish Fire		1	1
Brush or brush and grass mixture		0	1	Grass Fires		0	1
Grass Fires		0	1	Brush and grass mixture fire		1	1
Natural Vegetation Fire, Other		1	2	EMS-Exclude Vehicle accW/Inj		21	50
Cooking Fire, Contained to Container		1	2	MVA with Injuries		1	4
Hazardous Condition, Other		0	2	MVA no Injuries		1	2
Outside Rubbish		0	1	Assist Invalid		1	3
EMS - Exclude vehicle acc W/Inj		49	147	Auth. controlled burning		1	2
MVA with No Injuries		1	1	Smoke scare, odor of smoke		1	1
MVA with Injuries		0	5	Dispatch & Cancelled Enroute		1	3
Vehicle accident, general clean up		1	1				
EMS call OTHER		0	1	<b>TOTAL COUNTY</b>		<b>29</b>	<b>69</b>
Animal Rescue		1	2				
MVA no Injuries		0	7	<b>TOTAL INCIDENTS</b>		<b>103</b>	<b>316</b>
Assist PD		1	1				
Public service		0	1				
Assist Invalid		5	17				
Power Line Down		1	2				
Wrong Location		0	1				
Unauthorized Burn		0	1				
Good Intent		0	1				
Dispatched/Cancelled		4	22				
Wrong Location		0	1				
Gas leak (natural gas or LPG)		0	2				
Carbon Monoxide Incident		0	1				
Smoke Scare/Odor of Smoke		0	1				
System Malfunction		1	2				
Smoke det activation- malfunction		1	2				
Malicious False Alarm		0	1				
Direct Tie to FD, Malicious False Alarm		0	1				
Unintentional alarm, other		0	1				
Mutual Aid Given		7	23				
<b>TOTAL CITY</b>		<b>74</b>	<b>258</b>				

**EMERGENCY RESPONSE**, Cont..

			RESPONSE TIMES	February	March			
	February	YTD	JOSHUA	10:10	6:07			
MA RE- CEIVED	2	14	COUNTY	10:00	7:00			
AA RE- CEIVED	10	16						
				2022 YTD				
STAFFING	February	YTD	NO-RESP 2nd CALL	0	0			
INADE- QUATE	0	0						
MISSED CALLS	0	0						

**EMERGENCY MANAGEMENT**

The outdoor warning siren upgrades are continuing. The new activation software and computer were installed. The new software provides the capability of automatic activation of sirens anytime a tornado warning is issued for the Joshua area. The new siren, to be located at Indian Hills and Wagon Wheel will be installed in early April and the siren located in front of American Steel is being relocated to the intersection of Main and Hwy 174.

The final updates to the Hazardous Mitigation Action Plan (Hazmap) have been submitted to NCTCOG for inclusion in the County plan.

City of Joshua  
Municipal Court Council Report  
From 3/1/2023 to 3/31/2023

4/3/2023 11:11

Item 3.

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
99	0	34	0	6	139

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$8,045.35	\$6,744.41	\$10,825.40	\$413.90	\$494.94	\$26,524.00

**Warrants**

Issued	Served	Closed	Total
0	0	13	13

**FTAs/VPTAs**

FTAs	VPTAs	Total
0	0	0

**Dispositions**

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
96	0	24	4	31	155

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	0	0	0

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
42	0	42	84



**City of Joshua  
Parks & Recreation  
Status Report  
For the month of March 2023**

**City of Joshua  
Parks & Recreation  
Status Report  
For the month of March 2023**

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs	Activity	Total
Mowing	50	30	30	10	Mowing	120
Weed Eating, Edging, Blowing	30	20	15	15	Weed Eating, Edging, Blowing	80
Hedge & Tree Trimming	40	20			Hedge & Tree Trimming	60
Flower Beds/Landscaping					Flower Beds/Landscaping	
Fertilizing/Over Seeding					Fertilizing/Over Seeding	
Irrigation					Irrigation	
Trash Removal	70		25		Trash Removal	95
Field Maintenance	Field One	Field Two	Field Three		Field Mowing	45
Mowing	15	15	15		Field Weed Eating	30
Weed Eating	10	10	10		Infield Edging	30
Infield Edging	10	10	10		Striping	30
Striping	10	10	10		Infield Draging	60
Infield Draging	20	20	20		Infield Repair	30
Infield Repair	10	10	10		Fertilizing/Over Seeding	
Fertilizing/Over Seeding					Infield Watering	30
Infield Watering	10	10	10		Trash Removal	
Trash Removal					Custodail Duties	20
Building Maintenance	City Park	Baseball Complex	City Facilities		General Repairs	10
Custodail Duties	10	5	5		Toddler Playground	
General Repairs	5	5			Equipment Maintenance	
Toddler Playground					Special Events	20
Equipment Maintenance					Remodeling	
Special Events		20			Total Man Hours	660
Remodeling						

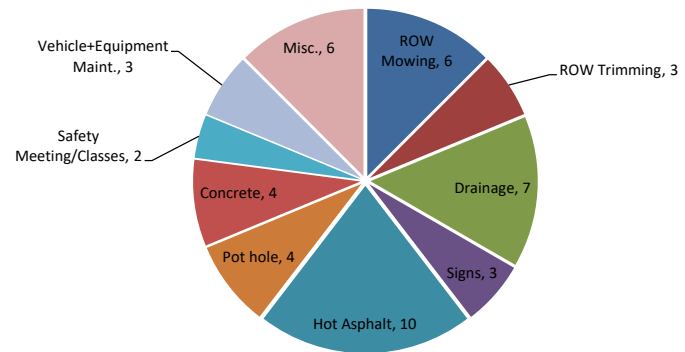


**City of Joshua  
Public Works Monthly Activity Report  
For the Month of March 2023**

	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	1	1	1							6	
ROW Trimming			1														1										1						3
Drainage	1					1	1						1	1								1						1				7	
Signs																				1		1	1									3	
Hot Asphalt	1	1				1	1					1									1			1				1	1	1		10	
Pot hole	1	1	1																											1		4	
Building Maint.																																	0
Concrete								1	1				1		1																	4	
Emergency Services																																	0
Crack Seal																																	0
Safety Meeting										1																			1				2
Supporting other Dept.																																	0
Vehicle+Equipment Maint.																1															2		3
Misc.								1	1	2				1		1																	6

Chart reflects one per daily occurrence

ROW Mowing	6
ROW Trimming	3
Drainage	7
Signs	3
Hot Asphalt	10
Pot hole	4
Building Maint.	0
Concrete	4
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	2
Supporting other Dept.	0
Vehicle+Equipment Maint.	3
Misc.	6



### Montly Shelter Statistics 2022-2023

Shelter Statistics								Medical Tests & Results			
Stats (2023)	Live Release Rate*	Visitors	Volunteer Hours	Community Service Hours	Phone Calls	Microchips Given	Owner Surrender	Total Heartworm Tests	Tested Heartworm Positive	Total FeLV Tests	Tested FeLV Positive
October	100%	31	0	60	165	15	11	0	0	0	0
November	100%	22	0	95	365	23	6	0	0	0	0
December	98%	72	2.5	70	467	24	5	0	0	0	0
January	100%	103	0	36	436	25	1	2	0	0	0
February	96%	100	0	36	498	22	7	0	0	0	0
March	91%	212	5.5	86	512	13	1	0	0	0	0
April	#DIV/0!						0				
May	#DIV/0!						0				
June	#DIV/0!						0				
July	#DIV/0!						0				
August	#DIV/0!						0				
September	#DIV/0!						0				
<b>Annual Total</b>		<b>540</b>	<b>8</b>	<b>383</b>	<b>2443</b>	<b>122</b>	<b>31</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Annual Average</b>		<b>90</b>	<b>1.333333333</b>	<b>63.83333333</b>	<b>407.1666667</b>	<b>20.33333333</b>	<b>2.583333333</b>	<b>0.333333333</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2022</b>											
October	100%						23				
November	100%						11				
December	100%										
January	100%										
February	100%										
March	100%										
April	100%										
May	100%						1				
June	100%						2				
July	100%										
August	100%										
September	100%										
<b>Total</b>							<b>106</b>				
<b>Average</b>							<b>9</b>				

### Patrol Hours

Patrol Month	Officers		
	C. Hall	K. Smith	K. Gelsthorpe
October	0	0	0
November	0	0	0
December	0	0	0
January	0	3	4
February	0	0	0
March	0	2	2
April			
May			
June			
July			
August			
September			
<b>Annual Total</b>	<b>0</b>	<b>5</b>	<b>6</b>
<b>Annual Average</b>	<b>0</b>	<b>1</b>	<b>1.2</b>
<b>Year Prior</b>			
October			
November			
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
<b>Annual Total</b>			
<b>Annual Average</b>			

\*Live Release = (Total intake - EU for space) / Total Intake

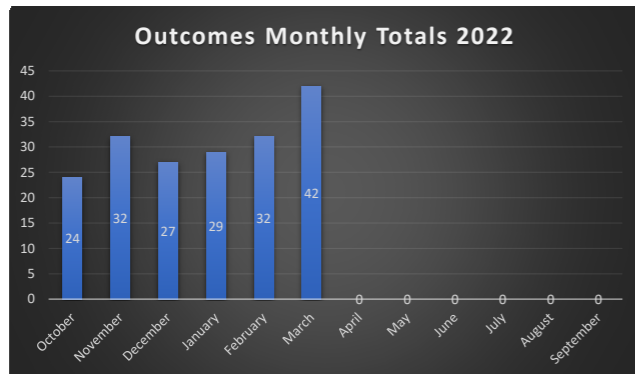
### Calls & Citations

ACO Statistics	Field Cases by Officer						Actions Taken by Officer					Citation Breakdown												
	Total Calls (PetPoint)	Total Calls (Field Call Logs)	C. Hall	K. Smith	K. Gelsthorpe	Total Cases	Warnings Written	Citations Issued	Barking	RV Proof	RV Tag	No City Registration	Failure to Sterilize	At Large	Animal in Vehicle	Animal Sales	Cruelty	Over Limit	Food/HZO/Shelter/Vet	Quarantine	Dangerous Dog	Interference	Tethering	Defecation on Public/Private Property
October	0		0	0	0	0	0	4	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0
November	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
December	23		0	7	16	23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January	17		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	20		0	2	18	20	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March	20		0	3	17	20	2	33	0	14	0	0	14	3	0	0	2	0	0	0	0	0	0	0
April	0					0																		
May	0					0																		
June	0					0																		
July	0					0																		
August	0					0																		
September	0					0																		
<b>Annual Total</b>								<b>37</b>	<b>0</b>	<b>14</b>	<b>1</b>	<b>1</b>	<b>15</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Annual Average</b>								<b>6.17</b>	<b>0.00</b>	<b>2.33</b>	<b>0.17</b>	<b>0.17</b>	<b>2.50</b>	<b>0.67</b>	<b>0.00</b>	<b>0.00</b>	<b>0.33</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Year Prior (2022)</b>																								
October						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
November						0		20	0	10	0	2	8	0	0	0	0	0	0	0	0	0	0	0
December						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
April						0		26	0	12	1	0	11	1	0	0	0	0	0	0	0	0	0	1
May						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
June						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
July						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
August						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
September						0		5	0	0	4	2	0	1	0	0	0	0	0	0	1	0	0	0
<b>Annual Total</b>						<b>0</b>		<b>51</b>	<b>0</b>	<b>22</b>	<b>5</b>	<b>2</b>	<b>19</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>
<b>Annual Average</b>								<b>0.00</b>	<b>0.00</b>	<b>1.83</b>	<b>0.42</b>	<b>0.17</b>	<b>1.58</b>	<b>0.08</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.08</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.08</b>

# Outcome Statistics

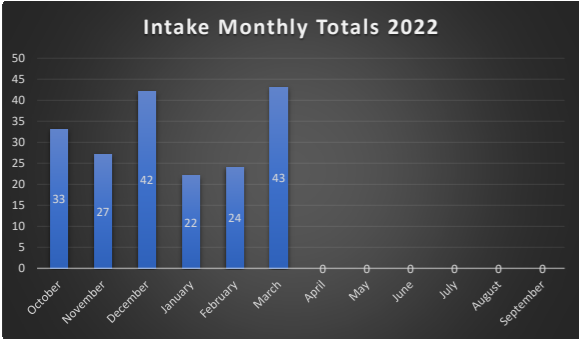
2023 Animal Outcome	Outcome by Species						Outcome by Type										Offsite Adoption Events		Transfer Out (Rescue) by Species				Adoptions by Species				
	Outcome Total	Cat	Dog	Feral Cat	Other	Wildlife	Total Intake	Adoption	Died/DOA	Euthanasia	Rerurn to Owner	Service Out	Transfer Out	Wildlife	Returned in the Field	Total Outcome by Type	Total Events	Total Adoptions	Cat	Dog	Other	Check (Transfer Out)	Barn Cat	Cat	Dog	Other	Total Adoptions
October	24	10	14	0	0	0	24	15	0	2	5	0	2	0	0	24	1	3	0	2	0	2	0	9	6	0	15
November	32	17	15	0	0	0	32	23	0	0	5	0	4	0	0	32	1	5	3	1	0	4	0	14	9	0	23
December	27	9	18	0	0	0	27	23	0	1	9	0	4	0	0	37	1	5	2	2	0	4	0	11	26	0	37
January	29	10	19	0	0	0	29	24	1	0	2	0	2	0	0	29	0	0	0	1	0	1	0	9	15	0	24
February	32	12	20	0	0	0	32	26	0	1	4	0	1			32	0	0	0	0	0	0	0	12	14	0	26
March	42	15	27	0	0	0	42	17	0	4	10	0	11	0	0	42	0	0	8	3	0	11	0	5	12	0	17
April	0						0									0	0	0	0	0	0	0					0
May	0						0									0	0	0	0	0	0	0					0
June	0						0									0	0	0	0	0	0	0					0
July	0						0									0	0	0	0	0	0	0					0
August	0						0									0	1	0	0	0	0	0					0
September	0						0									0		0	0	0	0	0					0
Annual Total	186	73	113	0	0	0	186	128	1	8	35	0	24	0	0		4	13	13	9	0	22	0	60	82	0	142
Annual Average	16	12	19	0	0	0	31	21.33333	0	1	6	0	4	0	0		0	1	1	1	0	2	0	10	14	0	12
2022 Year Prior																											0
October	43	30	13	0	0	0	43	25	0	2	5	0	11	0	0	43								19	6	0	25
November	24	10	14	0	0	0	24	16	1	3	0	0	4	0	0	24								5	11	0	16
December	29	19	10	0	0	0	29	13	0	0	3	0	13	0	0	29								9	4	0	13
January	16	4	12	0	0	0	16	3	0	1	5	0	7	0	0	16								0	3	0	3
February	16	5	11	0	0	0	16	8	0	1	4	0	3	0	0	16								2	6	0	8
March	37	18	19	0	0	0	37	13	1	5	4	0	14	0	0	37								4	9	0	13
April	16	5	11	0	0	0	16	7	0	1	1	0	7	0	0	16								2	5	0	7
May	31	15	16	0	0	0	31	17	5	1	4	0	4	0	0	31								10	7	0	17
June	65	46	19	0	0	0	65	20	2	14	5	0	24	0	0	65								9	11	0	20
July	45	16	29	0	0	0	45	29	0	2	10	0	4	0	0	45								11	18	0	29
August	36	10	26	0	0	0	36	15	0	0	4	0	0	0	0	36								7	17	0	24
September	36	14	22	0	0	0	36	20	0	1	6	0	9	0	0	36								11	9	0	20
Annual Total	394	192	202	0	0	0	394	186	9	31	51	0	100	0	0									88	106	0	195
Annual Average	33	16	17	0	0	0	33	16	1	3	4	0	8	0	0									7	9	0	16.25

RTO in field is located on Officer



### Intake Statistics

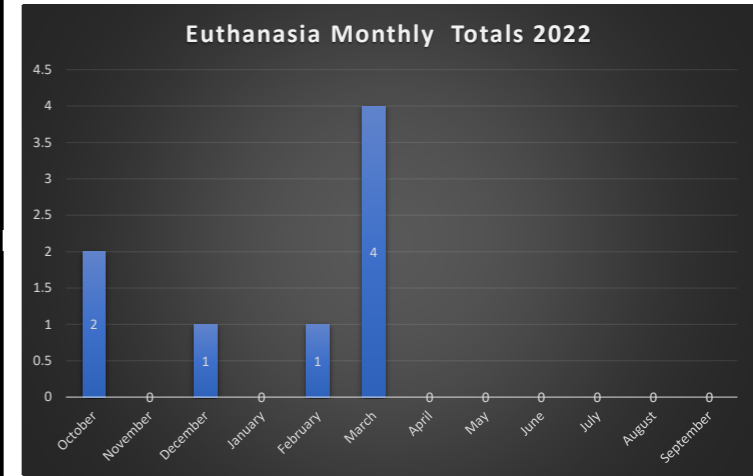
2023 Animal Intake	Intake by Species							Intake by Type													Adoption Return by Species						
	Total Intake	Cat	Dog	Feral Cat	Other	Wildlife	Intake Total	Deceased on Arrival (DOA)	Owner Surrender	Return (Adoption)	Public Drop Off	Coalition Partner	ACO/Pickup / Drop Off	Police Pickup / Drop Off	Seized/Custody	Born in Care	Service In (Shelter Quarantine)	Home/Vet Quarantine	Stray	Transfer In (rescue/Shelter)	Wildlife	Total Quarantined	Total Intake	Cat	Dog	Total Returned	
October	33	18	15	0	0	0	33	0	11	1	0	0	0	0	0	0	0	0	21	0	0	0	33	1	0	1	
November	27	7	20	0	0	0	27	0	6	1	0	0	0	0	0	0	0	0	20	0	0	0	27	0	1	1	
December	42	8	34	0	0	0	42	0	5	1	0	0	13	7	0	10	0	0	6	0	0	0	42	0	2	2	
January	22	9	13	0	0	0	22	0	1	2	0	0	0	0	0	0	0	0	19	0	0	0	22	1	1	2	
February	24	11	13	0	0	0	24	0	7	4	0	0	0	0	0	0	0	0	13	0	0	0	24	0	4	4	
March	43	17	26	0	0	0	43	0	1	1	0	0	0	0	0	0	0	0	33	8	0	0	43	0	1	1	
April	0						0																0			0	
May	0						0																0			0	
June	0						0																0			0	
July	0						0																0			0	
August	0						0																0			0	
September	0						0																0			0	
Annual Total	191	70	121	0	0	0	191	0	31	10	0	0	13	7	0	10	0	0	112	8	0	0	191	2	9	11	
Annual Average	31.83333	12	20	0	0	0	16	0	5	2	0	0	2	1	0	2	0	0	19	1	0	0	32	0	2	1.833333	
2022 Year Prior																											
October	42	28	14	0	0	0	42	0	21	0	0	0	0	0	0	0	0	0	16	0	0	0	37	28	14	42	
November	28	15	13	0	0	0	28	0	12	0	0	0	0	0	0	0	0	0	15	1	0	0	28	15	13	28	
December	13	3	10	0	0	0	13	0	4	0	0	0	0	0	0	0	0	0	9	0	0	0	13	3	10	13	
January	15	6	9	0	0	0	15	0	5	0	0	0	0	0	0	0	0	0	10	0	0	0	15	6	9	15	
February	17	5	12	0	0	0	17	0	5	0	0	0	0	0	0	0	1	0	11	0	0	1	17	5	12	17	
March	36	17	19	0	0	0	36	0	8	2	0	0	0	0	1	0	0	0	25	0	0	0	36	17	19	36	
April	13	6	7	0	0	0	13	0	3	1	0	0	0	0	0	0	0	0	9	0	0	0	13	6	7	13	
May	60	37	23	0	0	0	60	0	17	4	0	0	0	0	0	0	0	0	37	2	0	0	60	37	23	60	
June	68	44	24	0	0	0	68	0	25	2	0	0	0	0	0	0	0	0	41	0	0	0	68	44	24	68	
July	35	8	27	0	0	0	35	0	8	6	0	0	0	0	0	0	0	0	19	2	0	0	35	8	27	35	
August	34	10	24	0	0	0	34	0	5	1	0	0	0	0	0	0	0	0	26	0	0	0	34	10	24	34	
September	30	13	17	0	0	0	30	0	4	2	0	0	0	0	0	0	0	0	19	5	0	0	30	13	17	30	
Annual Total	391	192	199	0	0	0	391	0	117	20	0	0	0	0	1	0	1	0	237	10	0	1	386	192	199		
Annual Average	33	16	17	0	0	0	33	0	10	2	0	0	0	0	0	0	0	0	20	1	0	0	32	16	17		



# Euthanasia Statistics

2023 Outcome Euthanasia	Euthanasia by Species							Euthanasia Reason										
	Total Euthanized	Cat	Dog	Feral Cat	Other	Wildlife	Total	Age	Aggression	Behavi	Feral	Injured	Medical	Rabies Suspect	Sick	Space	Wildlife	Total
October	2	1	1	0	0	0	2	0	0	1	1	0	0	0	0	0	0	2
November	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
December	1	1	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	1
January	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	1	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	1
March	4	2	2	0	0	0	4	0	2	0	0	1	0	0	1	0	0	4
April	0						0											0
May	0						0											0
June	0						0											0
July	0						0											0
August	0						0											0
September	0						0											0
Annual Total	8	4	4	0	0	0	8	0	3	0	0	1	0	0	2	0	0	6
Annual Average	0.66666667	0.7	0.6666667	0	0	0	1	0	1	0	0	0	0	0	0	0	0	1
2022 Year Prior																		
October	2	2	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	2
November	3	2	1	0	0	0	3	0	2	0	1	0	0	0	0	0	0	3
December	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
February	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
March	5	4	1	0	0	0	5	0	1	0	1	0	0	0	0	0	0	2
April	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
May	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
June	14	12	2	0	0	0	14	0	2	0	7	2	3	0	0	0	0	14
July	2	2	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	2
August	2	2	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	2
September	1	1	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1
Annual Total	33	29	4	0	0	0		1	5	0	15	6	3	0	0	0	0	
Annual Average	3	2	0	0	0	0		0	0	0	1	1	0	0	0	0	0	

OUTCOME  
 Animal: Outcome  
 Crosstab  
 Dates  
 Outcome Type:  
 Euthanasia  
 X1: Outcome Subtype  
 Y1: Species  
 Y2: Outcome Subtype



# Revenue

2023 Revenue	Revenue Breakdown																		Donation - Sponsorship Breakdown			
	Total Revenue	Adoptions	City Licenses	Surrenders	Microchips	Reclaim Fees	Quarantine Fees	Rabies Vouchers	Vaccinations	Impound Fees	Donations/Other	Permit Applications	Permit Fees	Sterilization Vouchers	Scientific Research	Trap Rentals	Trap Service	Refunds	Sponsorship Total	Adoption Sponsor	Cat Cage	Dog Kennel
October	\$ 1,042.00	\$ 195.00	\$ -	\$ 40.00	\$ 300.00	\$ 135.00	\$ -	\$ 60.00	\$ -	\$ -	\$ 312.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ 1,115.00	\$ 380.00	\$ -	\$ -	\$ 450.00	\$ -	\$ -	\$ 160.00	\$ -	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ 1,330.00	\$ 645.00	\$ -	\$ -	\$ 440.00	\$ 60.00	\$ -	\$ 80.00	\$ -	\$ -	\$ 105.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
January	\$ 2,085.00	\$ 650.00	\$ -	\$ 20.00	\$ 360.00	\$ 25.00	\$ -	\$ 100.00	\$ 830.00	\$ -	\$ 25.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ 1,450.00	\$ 285.00	\$ -	\$ 55.00	\$ 320.00	\$ 15.00	\$ -	\$ 90.00	\$ 585.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ 1,187.00	\$ 250.00	\$ -	\$ -	\$ 187.00	\$ 85.00	\$ -	\$ 80.00	\$ 285.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -																					
May	\$ -																					
June	\$ -																					
July	\$ -																					
August	\$ -																					
September	\$ -																					
<b>Annual Total</b>	<b>\$ 8,209.00</b>	<b>\$ 2,405.00</b>	<b>\$ -</b>	<b>\$ 115.00</b>	<b>\$ 2,057.00</b>	<b>\$ 320.00</b>	<b>\$ -</b>	<b>\$ 570.00</b>	<b>\$ 1,700.00</b>	<b>\$ -</b>	<b>\$ 967.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>Annual Average</b>	<b>\$ 684.08</b>	<b>\$ 400.83</b>	<b>\$ -</b>	<b>\$ 19.17</b>	<b>\$ 342.83</b>	<b>\$ 53.33</b>	<b>\$ -</b>	<b>\$ 95.00</b>	<b>\$ 283.33</b>	<b>\$ -</b>	<b>\$ 161.17</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12.50</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>2022 Year Prior</b>																						
October	\$ 1,585.00	\$ 430.00	\$ 25.00	\$ 110.00	\$ 725.00	\$ 30.00	\$ -	\$ 240.00	\$ -	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ 795.00	\$ 325.00	\$ 10.00	\$ -	\$ 340.00	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ 1,870.00	\$ 280.00	\$ 5.00	\$ 40.00	\$ 340.00	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ 1,095.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
January	\$ 225.00	\$ 50.00	\$ 15.00	\$ 40.00	\$ 80.00	\$ -	\$ -	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ 515.00	\$ 145.00	\$ 10.00	\$ -	\$ 140.00	\$ -	\$ 140.00	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ 670.00	\$ 260.00	\$ 45.00	\$ -	\$ 220.00	\$ 30.00	\$ -	\$ 115.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ 660.00	\$ 165.00	\$ 35.00	\$ 20.00	\$ 160.00	\$ -	\$ -	\$ 60.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ 1,010.00	\$ 315.00	\$ 20.00	\$ 120.00	\$ 320.00	\$ 75.00	\$ -	\$ 160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ 1,475.00	\$ 345.00	\$ 80.00	\$ 215.00	\$ 380.00	\$ 25.00	\$ 150.00	\$ 180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July	\$ 1,190.00	\$ 420.00	\$ 55.00	\$ 80.00	\$ 400.00	\$ 45.00	\$ -	\$ 190.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
August	\$ 1,751.72	\$ 515.00	\$ 5.00	\$ 40.00	\$ 460.00	\$ 120.00	\$ 200.00	\$ 130.00	\$ -	\$ -	\$ 281.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
September	\$ 525.00	\$ 140.00	\$ -	\$ 40.00	\$ 140.00	\$ 90.00	\$ -	\$ 40.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Annual Total</b>	<b>\$ 12,271.72</b>	<b>\$ 3,390.00</b>	<b>\$ 305.00</b>	<b>\$ 705.00</b>	<b>\$ 3,705.00</b>	<b>\$ 415.00</b>	<b>\$ 490.00</b>	<b>\$ 1,465.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,576.72</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 120.00</b>	<b>\$ 100.00</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>Annual Average</b>	<b>\$ 1,022.64</b>	<b>\$ 282.50</b>	<b>\$ 25.42</b>	<b>\$ 58.75</b>	<b>\$ 308.75</b>	<b>\$ 34.58</b>	<b>\$ 44.55</b>	<b>\$ 122.08</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 131.39</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10.00</b>	<b>\$ 8.33</b>	<b>\$ -</b>	<b>\$ -</b>				





## **City Secretary's Office**

### **Monthly Report**

**March 2023**

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

### Agenda Summary:

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

The Mayor and City Council approved the following items in March 2023 and they were processed immediately following the meeting:

- Resolution to designate authorized signatories for the Texas Community Development Block Grant program.
- Resolution authorizing the submission of a Texas Community Development Block Grant program application and adopting required CDBG Civil Rights policies.
- Resolution approving the submission of the grant application for the SRT/SWAT Team Gear Funding Grant Program.
- Accepted the FY22 Annual Audit/Financial Report.
- Ordinance amending the Tree Preservation preferred tree list contained in Chapter 14, Article 8 of the Zoning Ordinance.
- Ordinance declaring unopposed candidates for Council Member Place 2 and Council Member Place 5 Elected to Office and canceling the May 6, 2023 General Election.
- Approved amendments to the Joshua Personnel Policy.
- Approved development agreements
- Approved three members to the Planning & Zoning Commission.

### City Secretary attended the following meetings:

March 1, 2023	YMCA Board Meeting
March 1, 2023	Joshua United Meeting
March 6, 2023	Planning & Zoning Meeting
March 7, 2023	City Council Meeting
March 9, 2023	NTMCA Board Meeting
March 13, 2023	Type A EDC Meeting
March 13, 2023	Type B EDC Meeting
March 16, 2023	City Council Meeting
March 23, 2023	NTMCA Membership Meeting
March 27, 2023	TMCA Meeting
March 27, 2023	City Council Meeting
March 28, 2023	TIF Meeting

### Meeting Minutes prepared and approved:

Planning & Zoning January 05, 2023
Type A EDC November 14, 2022
Type B EDC November 14, 2022
City Council February 16, 2023
City Council March 07, 2023

**Election**

City of Joshua- General Election Day- May 6, 2023, has been canceled.  
The following has been declared elected.

- Mike Kidd, Place 2
- Dakota Marshall, Place 5

City of Joshua- Special Election Day- May 6, 2023:  
Charter Amendments and Bond

Texas Constitutional Amendment election- November 7, 2023

**Special Projects:****Website**

**UPDATE:** This project is complete. The new website gives each department control over their page to assure it is kept updated. In addition, the new website offers more opportunities to be transparent and is ADA compliant.

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

The City Secretary's Office has started the process of renewing 103 Development Agreements that was approved in 2018. **UPDATE:** After each property owner signs the agreement, they will be taken to the City Council for approval. As of to date, a total of 42 has been approved.

**City Park-**

City Secretary is working with a park designer/owner of park equipment business. Working with him, he has designed three different designs to totally revamp the park. The designs was presented to the parks board in November. The financial information and options will be presented to the parks board in March and the goal is for approval of design in March.- **UPDATE-** Type B/Parks Board approved the design and has approved the amount up to \$1,000,000. The total cost proposed is \$796,271.00. Staff is currently working with a finance company to get financial rates.

The City Secretary is also working with GrantWorks to update the City Park Masters Plan. This is normally a six month process. The survey is completed and the results will be presented with the park plan. **UPDATE:** The Park Plan is complete and will be approved in May after Type B/Parks makes recommendation to approve.

**Joshua United-** The City Secretary's Office has teamed up with a group of pastors to host the first Joshua United Day on April 22, 2023 at the city park for all the citizens. There will be 5 large bounce houses, petting zoo with 20-25 animals, over 25 booths, food trucks, live music, animal services will be adopting animals on site. Several departments will have a booth to meet with citizens and answer questions.

## **Code of Ordinance**

The Code of Ordinance Vault is updated as scheduled All ordinances as of December 15, 2022 have been codified.

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

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

**TABC Annual Renewal** invoices was mailed out in December and reminders in March.

### **Alcoholic Beverage Permits Annual permits to be issued for renewal 2023:**

Brookshires- Permit Issued  
 Family Dollar Store- Permit Issued  
 Napoli Pasta- Permit Issued  
 Kelly's Daiquiri- Permit Issued  
 Valero  
 Dollar General Store- Permit Issued  
 7-Eleven- Permit Issued  
 Joshua Food Mart- Permit Issued  
 Hickory Tree- Permit Issued  
 Quick Mart- Permit Issued  
 Three Rivers Coffee Co.- Permit Issued  
 The Brick House Grill- Permit Issued  
 Al's Crossroads  
 Brookshires- Permit Issued  
 Corner Store  
 Kimberly's- Not currently selling  
 Kulsums Mart  
 La Mesa- Permit Issued

## Public Information Request

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

Item 7.

Requested Date	Requestor	Documents	Date Released	AG Letter	Cost	Notes
3/1/2023	Lovleen Punia	Permit Report		NA		
3/2/2023	Ronald Redding	Personnel File	3/2/2023	NA		Picked up copies from Brittany Ground
3/6/2023	Sarah Coulston	Police Report	3/16/2023	NA		emailed
3/6/2023	Anthony Samuels	Underground Utilitie	3/6/2023	NA		emailed with JSUD link
3/7/2023	William Rigney	Accident Report	3/14/2023	NA		emailed
3/7/2023	Catherine Simone Pigliese	Event report	3/9/2023	NA		emailed
3/9/2023	Melissa Kircher	Police Report	3/16/2023	NA		emailed wrong city
3/9/2023	Melissa Kircher	Accident Report	3/16/2023	NA		emailed
3/9/2023	Melissa Kircher	Accident Report	3/16/2023	NA		emailed
3/9/2023	Melissa Kircher	Accident Report	3/16/2023	NA		emailed
3/9/2023	Ricky Rhodes	Property Information	3/16/2023	NA		emailed
3/16/2023	Maguire	Joshua Highlands	3/16/2023	NA		emailed
3/17/2023	Melissa Kircher	Event report	3/21/2023	NA	E14	emailed
3/17/2023	Melissa Kircher	Event report	3/21/2023	NA		emailed
3/17/2023	Melissa Kircher	Event report	3/21/2023	NA		emailed
3/20/2023	LexisNexis	Police Report	3/20/2023	NA	\$3.50	mailed
3/20/2023	LexisNexis	Accident Report	3/20/2023	NA		no report
3/20/2023	Lorna Hanko	Property Information	3/22/2023	NA		emailed
3/20/2023	Karin Kleine	Event Report	3/22/2023	NA		emailed
3/21/2023	LexisNexis	Accident Report	3/21/2023	NA		no report
3/22/2023	Bobby Metcalf	FD Admin Salary	3/22/2023	NA		emailed
3/23/2023	Kelley Masini	Records	3/28/2023	NA		mailed clarification letter 3/28/2023
3/16/2023	249th Judicial Court Johnson Cou	Police Reports	3/24/2023	NA		mailed
3/23/2023	Henry Cannon	Civil Plans for Marip	3/28/2023	NA		emailed civil plans, clarification email sent 3/24/2023
3/27/2023	Sgt. January Boman	Police Report	3/27/2023	NA		no report
3/27/2023	Kathy G. Carter	Permit for Pool	3/29/2023	NA		no permit found
3/27/2023	Deborah C Scott	Police Report	3/30/2023	NA		emailed PD report, Carla emailed court info requested
3/28/2023	Tina High Brumbelow	Police Report	3/29/2023	NA		emailed
3/28/2023	Avelina Razo Vazquez	Police Report	4/5/2023	NA		clarification letter 3/30/23--referred to JCSCO
3/30/2023	Tymantha Beaver	PD Video	4/5/2023	NA		unable to access video
3/31/2023	Tymantha Beaver	Police Report	4/5/2023	NA		No Report

## Liens

The list below are active liens held by the City of Joshua as of the end of March 2023.-No change

CITY OF JOSHUA OUTSTANDING PROPERTY LIENS AS OF 12/30/2022		
Property Address	Original Date of Lien	Total (w/o Interest)
Bentley, 203	12/11/2017	\$ 192.56
Broadway, 1525 S.	10/8/2014	\$ 18,550.00
Caddo Road (126.0827.00730)	1/20/2017	\$ 407.74
Caddo Road (126.0827.01990)	8/1/2018	\$ 934.50
Conveyor, 115	6/10/2013	\$ 175.75
CR 909, 801	10/14/2016	\$ 632.74
CR 913 (126.827.00740)	1/20/2017	\$ 232.74
Lakeview Dr. (126.3505.00360)	11/21/2016	\$ 282.74
Main, 200 N.	7/26/2016	\$ 192.74
Stadium Dr (126.0636.01640)	1/20/2017	\$ 682.74
Yvonne Dr, 1004	8/1/2018	\$ 482.79
4th Street, 523	2/12/2013	\$ 275.75
6th Street (126.0029.03440)	10/14/2016	\$ 232.74
6th Street & Santa Fe	10/14/2016	\$ 337.74
<b>TOTAL OUTSTANDING PROPERTY LIENS</b>		<b>\$ 23,613.27</b>

## **Training / Certifications**

City Secretary currently holds the following certifications:

Item 7.

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

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

City Secretary re-certified January 2023

## **City Secretary Memberships**

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

## **Assistant to the City Secretary**

The assistant is currently training and working with open records request, uploading recordings and minutes to website, setting up chamber prior to meetings, and records retention.

The City Secretary and Asst. to the City Secretary will attend the annual ARMA Records Training Seminar in April.