



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**COUNCIL CHAMBERS**  
**JULY 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 July 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/87058214245?pwd=VkQ2UjZVbjllYXY1eWc4V3JvczNIQT09>  
Meeting ID: 87058214245 Passcode: 107764

**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 June 2023. (Staff Resource: M. Peacock)
2. Discussion on the recommendation from the Bond Committee. (Staff Resource: M. Peacock)
3. Discussion on the current Food Truck Ordinance. (Staff Resource: M. Peacock)
4. Discuss and receive updates regarding the Pathway Infrastructure Project. (Staff Resource: M. Peacock)
5. Discussion and receive a update on the refuse and recycling service. (Staff Resource: A. Bransom)

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

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

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

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

**G. CONSENT AGENDA**

1. Discuss, consider, and possible action on meeting minutes of June 15, 2023. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on development agreements and authorize the City Manager to sign all necessary documents. (Staff Resource: A. Holloway)
3. Discuss, consider, and possible action on a resolution amending the City of Joshua Investment Policy by adding the Finance Director as a designated Investment Officer. (Staff Resource: M. Freelen)

**H. REGULAR AGENDA**

1. Public hearing on a request to amend section 5.2 Permitted Use Table, found in Ch. 14 Zoning Ordinance, by repealing the Land Use Type “Community or Social Buildings” contained in the “Institutional/Governmental” uses a portion of the permitted use table and replacing it with Land Use Type “Assembly Hall (Private) and Event Centers.” (Staff Resource: A. Maldonado)

Staff Presentation

Owner’s Presentation

Those in Favor

Those Against

Owner’s Rebuttal

2. Discuss, consider, and possible action on approving an Ordinance amending section 5.2 Permitted Use Table, found in Ch. 14 Zoning Ordinance, by repealing the Land Use Type “Community or Social Buildings” contained in the “Institutional/Governmental” uses a portion of the permitted use table and replacing it with Land Use Type “Assembly Hall (Private) and Event Centers.” (Staff Resource: A. Maldonado)
3. Discuss, consider, and possible action on an Ordinance approving the amendment to section 3.07.007, “Basis for establishing the areas of special flood hazard,” of articles 3.07, “Flood damage prevention,” of Chapter 3, “Building Regulations,” of the Code of Ordinances of the City of Joshua. (Staff Resource: A. Maldonado)

- [4.](#) Discuss, consider, and possible action on a resolution authorizing and approving the publication of a Notice of Intention to issue Certificates of Obligation; complying with the requirements contained in the Securities and Exchange Commission Rule 15c2-12; and providing an effective date. (Staff Resource: M. Peacock)
- [5.](#) Discuss, consider, and possible action on the Interlocal Cooperation Agreement with Johnson County for the housing of City of Joshua Class "C" Misdemeanor Offenses in the Johnson County Jail. (Staff Resource: D. Gelsthorpe)
- [6.](#) Discuss, consider, and possible action on a Master Services Agreement between the City of Joshua and VERTOSOFT, LLC to provide CAD/RMS services. (Staff Resource: D. Gelsthorpe)
- [7.](#) Discuss, consider, and possible action on participating in the Texas Short-Term Asset Reserve Program (TexSTAR). (Staff Resource: M. Freelen)
- [8.](#) Discuss, consider, and possible action on approving revisions to the Volunteer Firefighters Nominal Fee Distribution Policy. (Staff Resource: B. Grounds)
- [9.](#) Discuss, consider, and possible action on approving an agreement between the City of Joshua and Johnson County for election services and authorizing the city manager to sign all necessary documents. (Staff Resource: A. Holloway)
- [10.](#) Discuss, consider, and possible action on board appointments. (Staff Resource: A. Holloway)

#### **I. STAFF REPORT-JUNE 2023**

- [1.](#) Police Department
- [2.](#) Fire Department
- [3.](#) Municipal Court
- [4.](#) Development Services
- [5.](#) Development Services
- [6.](#) Parks & Recreation
- [7.](#) Public Works
- [8.](#) Animal Services
- [9.](#) City Secretary's Office

#### **J. EXECUTIVE SESSION**

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

1. In accordance with the Texas Government Code, Section 551.076, to deliberate regarding security audits.

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

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

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

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

**M. 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 551.071 for private consultation with the attorney for the City.

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

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

**CERTIFICATE:**

I hereby certify that the above agenda was posted on or before July 14, 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 June 30, 2023

7/7/2023 11

Item 1.

<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	153,243.23	127,762.31	25,480.92	4,254,267.04	4,740,109.00	89.75%	485,841.96
Charges for Services	16,902.50	34,016.87	(17,114.37)	242,967.31	403,680.00	60.19%	160,712.69
Licenses, Permits & Fees	43,251.65	59,828.90	(16,577.25)	203,583.88	746,915.00	27.26%	543,331.12
Fines & Forfeitures	23,684.52	18,118.00	5,566.52	126,442.42	217,500.00	58.13%	91,057.58
Grants & Contributions	(295.04)	791.66	(1,086.70)	7,986.52	5,750.00	138.90%	(2,236.52)
Intergovernmental Revenues	16,250.00	133,246.13	(116,996.13)	147,447.41	1,418,983.00	10.39%	1,271,535.59
Investment Earnings	10,518.89	1,583.30	8,935.59	30,360.24	10,000.00	303.60%	(20,360.24)
Miscellaneous	1,705.57	4,165.00	(2,459.43)	62,137.82	50,000.00	124.28%	(12,137.82)
Transfers In	0.00	188,223.58	(188,223.58)	0.00	1,497,771.00	0.00%	1,497,771.00
Revenue Totals	<u>265,261.32</u>	<u>567,735.75</u>	<u>(302,474.43)</u>	<u>5,075,192.64</u>	<u>9,090,708.00</u>	<u>55.83%</u>	<u>4,015,515.36</u>
<b>Expense Summary</b>							
Contract & Professional Services	47,162.81	63,381.54	(16,218.73)	606,931.71	863,243.00	70.31%	256,311.29
Utilities	20,978.74	32,081.87	(11,103.13)	146,512.50	245,050.00	59.79%	98,537.50
Holiday Events	2,138.94	30,416.67	(28,277.73)	44,220.60	80,000.00	55.28%	35,779.40
Supplies	32,395.71	47,062.20	(14,666.49)	342,670.32	515,842.00	66.43%	173,171.68
Miscellaneous	113,887.32	184,823.59	(70,936.27)	1,296,161.38	1,296,694.00	99.96%	532.62
Personnel	361,890.17	385,675.42	(23,785.25)	3,504,259.24	4,906,764.00	71.42%	1,402,504.76
Debt Service	14,115.64	28,152.55	(14,036.91)	138,505.95	310,730.00	44.57%	172,224.05
Transfers Out	3,910,970.56	5,642.75	3,905,327.81	4,153,207.56	67,713.00	6133.55%	(4,085,494.56 )
Repair & Maintenance	27,233.13	31,660.60	(4,427.47)	277,777.69	376,075.00	73.86%	98,297.31
Capital Outlay	7,423.00	10,344.66	(2,921.66)	205,682.39	273,075.00	75.32%	67,392.61
Expense Totals	<u>4,538,196.02</u>	<u>819,241.85</u>	<u>3,718,954.17</u>	<u>10,715,929.34</u>	<u>8,935,186.00</u>	<u>119.93%</u>	<u>(1,780,743.34 )</u>

City of Joshua  
 Financial Statement  
 As of June 30, 2023

7/7/2023 11

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	18,083.09	17,181.41	901.68	2,957,793.03	3,068,109.00	96.40%	110,315.97
100-4001 GF Property Tax Penalty	1,466.52	916.30	550.22	15,067.27	11,000.00	136.98%	(4,067.27)
100-4002 GF Prop Tax Interest Income	825.26	625.00	200.26	5,735.37	7,500.00	76.47%	1,764.63
100-4003 City Sales Taxes	126,570.39	104,125.00	22,445.39	1,036,456.76	1,250,000.00	82.92%	213,543.24
100-4005 Mixed Beverage Tax	1,834.16	999.60	834.56	16,099.61	12,000.00	134.16%	(4,099.61)
100-4006 Franchise Taxes	4,463.81	3,915.00	548.81	223,115.00	391,500.00	56.99%	168,385.00
Tax Revenue Totals	<u>153,243.23</u>	<u>127,762.31</u>	<u>25,480.92</u>	<u>4,254,267.04</u>	<u>4,740,109.00</u>	<u>89.75%</u>	<u>485,841.96</u>
<b>Charges for Services</b>							
100-4008 ESD Contract Fee	15,853.12	16,160.20	(307.08)	142,678.08	194,000.00	73.55%	51,321.92
100-4008 ESD Fuel Stipend	0.00	520.00	(520.00)	3,120.00	3,120.00	100.00%	0.00
100-4008 ESD Pers Stipend	0.00	260.00	(260.00)	1,560.00	1,560.00	100.00%	0.00
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	1,049.38	0.00	1,049.38	4,699.38	0.00	0.00%	(4,699.38)
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>16,902.50</u>	<u>34,016.87</u>	<u>(17,114.37)</u>	<u>242,967.31</u>	<u>403,680.00</u>	<u>60.19%</u>	<u>160,712.69</u>
<b>Licenses, Permits &amp; Fees</b>							
100-4100 Permits/Fees	10,319.69	54,145.00	(43,825.31)	121,640.68	650,000.00	18.71%	528,359.32
100-4102 Rabies Vouchers	235.00	133.28	101.72	975.00	1,600.00	60.94%	625.00
100-4105 Gas Well Fees	26,400.00	0.00	26,400.00	26,400.00	30,000.00	88.00%	3,600.00
100-4106 Development	4,736.96	0.00	4,736.96	37,748.21	0.00	0.00%	(37,748.21)
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)	5,702.49	13,215.00	43.15%	7,512.51
100-4112 Pet Adoption Fees	1,162.00	3,666.67	(2,504.67)	8,106.50	44,000.00	18.42%	35,893.50
100-4113 Pet Microchip Fees	398.00	316.67	81.33	3,011.00	2,500.00	120.44%	(511.00)

City of Joshua  
 Financial Statement  
 As of June 30, 2023

7/7/2023 11

Item 1.

<b>100 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Licenses, Permits &amp; Fees</b>							
Licenses, Permits & Fees Totals	43,251.65	59,828.90	(16,577.25)	203,583.88	746,915.00	27.26%	543,331.12
<b>Fines &amp; Forfeitures</b>							
100-4101 Fines/Court Fees	22,317.37	17,493.00	4,824.37	119,801.81	210,000.00	57.05%	90,198.19
100-4115 Local Truancy and Prevention	1,212.29	500.00	712.29	5,157.99	6,000.00	85.97%	842.01
100-4116 Municipal Jury Fund	24.22	41.67	(17.45)	103.12	500.00	20.62%	396.88
100-4117 Time Payment Reimbursement	130.64	83.33	47.31	1,379.50	1,000.00	137.95%	(379.50)
Fines & Forfeitures Totals	23,684.52	18,118.00	5,566.52	126,442.42	217,500.00	58.13%	91,057.58
<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	396.00	291.67	104.33	2,280.05	2,000.00	114.00%	(280.05)
100-4202 Police Department Donations	(691.04)	291.67	(982.71)	1,619.55	2,000.00	80.98%	380.45
100-4203 General Fund Donations	0.00	166.65	(166.65)	3,986.92	1,250.00	318.95%	(2,736.92)
Grants & Contributions Totals	(295.04)	791.66	(1,086.70)	7,986.52	5,750.00	138.90%	(2,236.52)
<b>Intergovernmental Revenues</b>							
100-4400 Police Department Grants	0.00	3,332.33	(3,332.33)	0.00	19,994.00	0.00%	19,994.00
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	146,250.00	169,000.00	86.54%	22,750.00
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	103,195.23	(103,195.23)	0.00	1,078,306.00	0.00%	1,078,306.00
Intergovernmental Revenues Totals	16,250.00	133,246.13	(116,996.13)	147,447.41	1,418,983.00	10.39%	1,271,535.59
<b>Investment Earnings</b>							
100-4600 Interest Income	10,518.89	1,583.30	8,935.59	30,360.24	10,000.00	303.60%	(20,360.24)
Investment Earnings Totals	10,518.89	1,583.30	8,935.59	30,360.24	10,000.00	303.60%	(20,360.24)

City of Joshua  
 Financial Statement  
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7/7/2023 11

Item 1.

<b>100 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Miscellaneous</b>							
100-4901 Misc. Revenue	1,705.57	4,165.00	(2,459.43)	62,137.82	50,000.00	124.28%	(12,137.82)
Miscellaneous Totals	<u>1,705.57</u>	<u>4,165.00</u>	<u>(2,459.43)</u>	<u>62,137.82</u>	<u>50,000.00</u>	<u>124.28%</u>	<u>(12,137.82)</u>
<b>Transfers In</b>							
100-4902 Proceeds From Debt	0.00	83,333.33	(83,333.33)	0.00	1,000,000.00	0.00%	1,000,000.00
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	104,890.25	(104,890.25)	0.00	419,561.00	0.00%	419,561.00
Transfers In Totals	<u>0.00</u>	<u>188,223.58</u>	<u>(188,223.58)</u>	<u>0.00</u>	<u>1,497,771.00</u>	<u>0.00%</u>	<u>1,497,771.00</u>
Revenue Totals	<u><u>265,261.32</u></u>	<u><u>567,735.75</u></u>	<u><u>(302,474.43)</u></u>	<u><u>5,075,192.64</u></u>	<u><u>9,090,708.00</u></u>	<u><u>55.83%</u></u>	<u><u>4,015,515.36</u></u>

City of Joshua  
 Financial Statement  
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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
Contract & Professional Services	0.00	15,618.75	(15,618.75)	111,831.17	187,500.00	59.64%	75,668.83
Holiday Events	2,069.50	27,500.00	(25,430.50)	16,739.76	45,000.00	37.20%	28,260.24
Miscellaneous	2,075.00	3,107.09	(1,032.09)	47,099.90	56,945.00	82.71%	9,845.10
Supplies	6,162.56	2,500.00	3,662.56	18,493.17	15,000.00	123.29%	(3,493.17)
Utilities	4,332.46	3,748.50	583.96	36,795.60	45,000.00	81.77%	8,204.40
<b>Community Service Totals</b>	<b>14,639.52</b>	<b>52,474.34</b>	<b>(37,834.82)</b>	<b>230,959.60</b>	<b>349,445.00</b>	<b>66.09%</b>	<b>118,485.40</b>

<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	18,942.98	19,802.14	(859.16)	129,977.48	150,285.00	86.49%	20,307.52
Debt Service	0.00	2,600.00	(2,600.00)	2,842.03	4,000.00	71.05%	1,157.97
Holiday Events	69.44	2,916.67	(2,847.23)	27,480.84	35,000.00	78.52%	7,519.16
Miscellaneous	105,874.25	177,967.30	(72,093.05)	1,215,746.27	1,194,749.00	101.76%	(20,997.27)
Personnel	671.22	100.00	571.22	5,688.26	4,200.00	135.43%	(1,488.26)
Transfers Out	3,910,970.56	5,642.75	3,905,327.81	4,153,207.56	67,713.00	6133.55%	(4,085,494.56)
<b>General Non-Departmental Totals</b>	<b>4,036,528.45</b>	<b>209,028.86</b>	<b>3,827,499.59</b>	<b>5,534,942.44</b>	<b>1,455,947.00</b>	<b>380.16%</b>	<b>(4,078,995.44)</b>

<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	3,276.49	875.00	2,401.49	7,610.94	10,500.00	72.49%	2,889.06
Personnel	13,471.55	17,176.91	(3,705.36)	137,654.30	186,123.00	73.96%	48,468.70
Supplies	1,749.89	2,124.84	(374.95)	14,014.43	19,500.00	71.87%	5,485.57

City of Joshua  
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<b>Mayor &amp; Council Totals</b>	18,497.93	20,593.41	(2,095.48)	165,279.67	221,123.00	74.75%	55,843.33
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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
Contract & Professional Services	3,149.57	934.62	2,214.95	54,531.40	82,730.00	65.91%	28,198.60
Debt Service	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
Miscellaneous	58.25	541.45	(483.20)	1,061.84	6,500.00	16.34%	5,438.16
Personnel	71,945.32	73,533.87	(1,588.55)	635,776.51	827,314.00	76.85%	191,537.49
Repair & Maintenance	3,129.27	1,582.77	1,546.50	18,131.78	18,000.00	100.73%	(131.78)
Supplies	1,591.31	1,772.20	(180.89)	14,440.88	21,275.00	67.88%	6,834.12
Utilities	1,034.67	2,713.17	(1,678.50)	16,269.68	32,570.00	49.95%	16,300.32
<b>Administration Totals</b>	<b>80,908.39</b>	<b>81,911.41</b>	<b>(1,003.02)</b>	<b>740,212.09</b>	<b>998,389.00</b>	<b>74.14%</b>	<b>258,176.91</b>

<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	9,987.61	2,149.52	7,838.09	117,617.40	138,400.00	84.98%	20,782.60
Debt Service	7,411.23	11,151.78	(3,740.55)	65,380.61	133,875.00	48.84%	68,494.39
Miscellaneous	0.00	166.63	(166.63)	0.00	1,500.00	0.00%	1,500.00
Personnel	123,167.10	130,478.99	(7,311.89)	1,197,603.69	1,667,035.00	71.84%	469,431.31
Repair & Maintenance	6,285.77	6,289.18	(3.41)	57,110.03	75,500.00	75.64%	18,389.97
Supplies	2,323.76	8,311.78	(5,988.02)	45,708.59	70,679.00	64.67%	24,970.41
Utilities	1,087.70	1,999.20	(911.50)	12,146.51	24,000.00	50.61%	11,853.49
<b>Police Department Totals</b>	<b>150,263.17</b>	<b>160,547.08</b>	<b>(10,283.91)</b>	<b>1,510,621.81</b>	<b>2,126,594.00</b>	<b>71.03%</b>	<b>615,972.19</b>

<b>100 - General Fund Public Works</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
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Capital Outlay	0.00	547.08	(547.08)	132,912.04	139,895.00	95.01%	6,982.96
Contract & Professional Services	551.55	1,757.62	(1,206.07)	6,153.69	21,100.00	29.16%	14,946.31
Debt Service	2,162.92	4,525.27	(2,362.35)	19,220.04	54,325.00	35.38%	35,104.96
Miscellaneous	0.00	833.33	(833.33)	9,871.97	10,000.00	98.72%	128.03
Personnel	25,774.45	30,438.99	(4,664.54)	283,252.99	408,700.00	69.31%	125,447.01
Repair & Maintenance	7,954.15	7,563.66	390.49	66,060.81	90,800.00	72.75%	24,739.19
Supplies	17,103.53	17,576.30	(472.77)	152,435.78	211,000.00	72.24%	58,564.22
Utilities	306.17	641.41	(335.24)	3,646.03	7,700.00	47.35%	4,053.97
<b>Public Works Totals</b>	<b>53,852.77</b>	<b>63,883.66</b>	<b>(10,030.89)</b>	<b>673,553.35</b>	<b>943,520.00</b>	<b>71.39%</b>	<b>269,966.65</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	816.44	2,917.16	(2,100.72)	22,385.96	35,020.00	63.92%	12,634.04
Miscellaneous	139.88	83.30	56.58	839.28	1,000.00	83.93%	160.72
Personnel	5,681.56	5,750.15	(68.59)	60,226.43	77,075.00	78.14%	16,848.57
Supplies	59.40	154.10	(94.70)	1,354.01	1,850.00	73.19%	495.99
<b>Municipal Court Totals</b>	<b>6,697.28</b>	<b>8,904.71</b>	<b>(2,207.43)</b>	<b>84,805.68</b>	<b>114,945.00</b>	<b>73.78%</b>	<b>30,139.32</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	9,003.48	16,061.20	(7,057.72)	114,862.03	192,740.00	59.59%	77,877.97
Debt Service	175.00	3,136.24	(2,961.24)	10,528.80	37,650.00	27.96%	27,121.20
Personnel	23,283.18	18,286.20	4,996.98	214,840.90	295,349.00	72.74%	80,508.10
Repair & Maintenance	329.00	1,024.59	(695.59)	7,567.74	12,300.00	61.53%	4,732.26
Supplies	588.79	524.79	64.00	3,357.78	6,300.00	53.30%	2,942.22
Utilities	234.75	442.45	(207.70)	2,482.36	5,310.00	46.75%	2,827.64
<b>Development Services Totals</b>	<b>33,614.20</b>	<b>39,475.47</b>	<b>(5,861.27)</b>	<b>353,639.61</b>	<b>549,649.00</b>	<b>64.34%</b>	<b>196,009.39</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	986.68	1,212.84	(226.16)	8,336.11	14,560.00	57.25%	6,223.89
Debt Service	1,227.07	867.92	359.15	7,347.73	10,415.00	70.55%	3,067.27
Personnel	15,866.74	15,161.68	705.06	135,644.52	203,226.00	66.75%	67,581.48
Repair & Maintenance	2,559.41	4,673.96	(2,114.55)	18,448.44	56,110.00	32.88%	37,661.56
Supplies	3,034.28	3,142.26	(107.98)	13,020.53	37,715.00	34.52%	24,694.47
Utilities	1,063.43	1,377.78	(314.35)	11,454.76	16,540.00	69.25%	5,085.24
<b>Animal Control Totals</b>	<u>24,737.61</u>	<u>26,436.44</u>	<u>(1,698.83)</u>	<u>194,252.09</u>	<u>338,566.00</u>	<u>57.37%</u>	<u>144,313.91</u>

<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	7,423.00	8,520.83	(1,097.83)	54,010.37	102,250.00	52.82%	48,239.63
Contract & Professional Services	3,172.95	2,821.20	351.75	33,152.52	33,868.00	97.89%	715.48
Debt Service	1,727.11	1,827.18	(100.07)	20,823.85	21,935.00	94.93%	1,111.15
Miscellaneous	2,463.45	1,291.15	1,172.30	13,931.18	15,500.00	89.88%	1,568.82
Personnel	63,040.85	69,999.31	(6,958.46)	609,762.26	899,782.00	67.77%	290,019.74
Repair & Maintenance	5,825.67	8,881.22	(3,055.55)	94,627.55	103,615.00	91.33%	8,987.45
Supplies	5,161.21	9,115.18	(3,953.97)	62,403.75	106,423.00	58.64%	44,019.25
Utilities	2,127.31	2,998.80	(871.49)	28,910.04	36,000.00	80.31%	7,089.96
<b>Fire Department Totals</b>	<u>90,941.55</u>	<u>105,454.87</u>	<u>(14,513.32)</u>	<u>917,621.52</u>	<u>1,319,373.00</u>	<u>69.55%</u>	<u>401,751.48</u>

<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	551.55	169.93	381.62	2,083.95	2,040.00	102.15%	(43.95)
Debt Service	1,412.31	3,210.83	(1,798.52)	12,362.89	38,530.00	32.09%	26,167.11

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Personnel	12,322.14	19,752.13	(7,429.99)	163,307.61	230,265.00	70.92%	66,957.39
Repair & Maintenance	1,149.86	1,645.22	(495.36)	15,831.34	19,750.00	80.16%	3,918.66
Supplies	(5,504.98)	1,457.77	(6,962.75)	12,884.99	17,500.00	73.63%	4,615.01
Utilities	10,792.25	18,077.26	(7,285.01)	34,795.98	76,930.00	45.23%	42,134.02
<b>Park Maintenance Totals</b>	<u>20,723.13</u>	<u>45,589.89</u>	<u>(24,866.76)</u>	<u>244,971.76</u>	<u>400,340.00</u>	<u>61.19%</u>	<u>155,368.24</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	(480.10)	480.10	0.00	0.00	0.00%	0.00
Miscellaneous	0.00	(41.66)	41.66	0.00	0.00	0.00%	0.00
Personnel	6,666.06	4,997.19	1,668.87	60,501.77	107,695.00	56.18%	47,193.23
Supplies	125.96	382.98	(257.02)	4,556.41	8,600.00	52.98%	4,043.59
Utilities	0.00	83.30	(83.30)	11.54	1,000.00	1.15%	988.46
<b>Fire Marshal Totals</b>	<u>6,792.02</u>	<u>4,941.71</u>	<u>1,850.31</u>	<u>65,069.72</u>	<u>117,295.00</u>	<u>55.48%</u>	<u>52,225.28</u>
<b>Expense Total</b>	<u>4,538,196.02</u>	<u>819,241.85</u>	<u>3,718,954.17</u>	<u>10,715,929.34</u>	<u>8,935,186.00</u>	<u>119.93%</u>	<u>(1,780,743.34)</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	4,332.46	3,748.50	583.96	36,795.60	45,000.00	81.77%	8,204.40
100-01-5800 CS Community Events	2,069.50	27,500.00	(25,430.50)	16,739.76	45,000.00	37.20%	28,260.24
100-01-5801 CS Christmas Tree & Decor	6,162.56	2,500.00	3,662.56	18,493.17	15,000.00	123.29%	(3,493.17)
100-01-5900 CS Library Operating	1,775.00	1,774.29	0.71	15,975.00	21,300.00	75.00%	5,325.00
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	300.00	0.00	300.00	15,908.17	12,500.00	127.27%	(3,408.17)
100-01-5905 CS Quarterly City Newsletter	0.00	1,249.50	(1,249.50)	8,538.22	15,000.00	56.92%	6,461.78
100-01-5906 CS Crud Cruiser	0.00	83.30	(83.30)	200.00	1,000.00	20.00%	800.00
<b>Community Service Totals</b>	<b>14,639.52</b>	<b>52,474.34</b>	<b>(37,834.82)</b>	<b>230,959.60</b>	<b>349,445.00</b>	<b>66.09%</b>	<b>118,485.40</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	671.22	0.00	671.22	5,688.26	3,000.00	189.61%	(2,688.26)
100-02-5401 ND IT Services	3,241.36	2,100.00	1,141.36	36,138.36	25,200.00	143.41%	(10,938.36)
100-02-5402 ND Legal Services	3,234.00	4,581.50	(1,347.50)	37,416.45	55,000.00	68.03%	17,583.55
100-02-5403 ND Ordinance Codification	0.00	887.14	(887.14)	3,222.99	10,650.00	30.26%	7,427.01
100-02-5420 ND Central Appraisal District	12,013.62	11,608.75	404.87	46,655.08	46,435.00	100.47%	(220.08)
100-02-5421 ND County Assessor -	0.00	0.00	0.00	5,541.60	5,500.00	100.76%	(41.60)
100-02-5500 ND Debt Service & Reports	0.00	2,600.00	(2,600.00)	2,842.03	4,000.00	71.05%	1,157.97
100-02-5800 ND Employee Events	69.44	2,916.67	(2,847.23)	27,480.84	35,000.00	78.52%	7,519.16
100-02-5840 ND 380 Agreement Expenses	7,816.00	3,333.33	4,482.67	33,396.43	40,000.00	83.49%	6,603.57
100-02-5865 ND TIF1 Expenses	91,758.25	145,385.67	(53,627.42)	964,072.25	872,314.00	110.52%	(91,758.25)
100-02-5940 ND Liability Insurance	0.00	0.00	0.00	29,528.60	52,840.00	55.88%	23,311.40
100-02-5941 ND Property Insurance	0.00	2,500.00	(2,500.00)	30,067.00	38,595.00	77.90%	8,528.00
100-02-5943 ND Technology	6,300.00	4,165.00	2,135.00	29,810.00	50,000.00	59.62%	20,190.00
100-02-5944 ND Website Maintenance	454.00	624.75	(170.75)	1,003.00	7,500.00	13.37%	6,497.00
100-02-5945 ND COVID-19	0.00	22,500.00	(22,500.00)	128,500.00	140,000.00	91.79%	11,500.00
100-02-5946 ND Records Management	0.00	83.30	(83.30)	371.99	1,000.00	37.20%	628.01
100-02-5979 Transfer To Capital	3,910,970.56	5,642.75	3,905,327.81	4,153,207.56	67,713.00	6133.55%	(4,085,494.56)
<b>General Non-Departmental Totals</b>	<b>4,036,528.45</b>	<b>209,028.86</b>	<b>3,827,499.59</b>	<b>5,534,942.44</b>	<b>1,455,947.00</b>	<b>380.16%</b>	<b>(4,078,995.44)</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	11,403.11	12,671.83	(1,268.72)	114,384.34	152,062.00	75.22%	37,677.66
100-03-5112 M/C Worker's Comp	0.00	32.08	(32.08)	269.51	385.00	70.00%	115.49
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	183.46	185.92	(2.46)	1,965.23	2,231.00	88.09%	265.77
100-03-5130 M/C Benefits	1,120.70	1,435.33	(314.63)	10,478.06	17,224.00	60.83%	6,745.94
100-03-5140 M/C TMRS	761.04	740.08	20.96	7,386.18	8,881.00	83.17%	1,494.82
100-03-5150 M/C Training & Travel	0.00	2,000.00	(2,000.00)	1,622.66	4,000.00	40.57%	2,377.34
100-03-5160 M/C Dues/Memberships	3.24	66.67	(63.43)	984.32	800.00	123.04%	(184.32)
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	473.11	124.95	348.16	1,448.58	1,500.00	96.57%	51.42
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	1,247.93	500.00	747.93	4,761.28	6,000.00	79.35%	1,238.72
100-03-5250 M/C Office Equipment &	0.00	1,166.67	(1,166.67)	7,509.51	8,000.00	93.87%	490.49
100-03-5262 M/C Events & Awards	28.85	124.95	(96.10)	295.06	1,500.00	19.67%	1,204.94
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	138.45	41.67	96.78	573.83	500.00	114.77%	(73.83)
100-03-5931 M/C Publishing & Filing Fees	3,138.04	833.33	2,304.71	7,037.11	10,000.00	70.37%	2,962.89
<b>Mayor &amp; Council Totals</b>	<b>18,497.93</b>	<b>20,593.41</b>	<b>(2,095.48)</b>	<b>165,279.67</b>	<b>221,123.00</b>	<b>74.75%</b>	<b>55,843.33</b>

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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
100-04-5110 AD Salaries	60,146.95	58,755.60	1,391.35	529,928.40	663,831.00	79.83%	133,902.60
100-04-5111 AD Overtime	160.39	166.67	(6.28)	1,318.76	1,000.00	131.88%	(318.76)
100-04-5112 AD Worker's Comp	0.00	0.00	0.00	1,384.75	1,805.00	76.72%	420.25
100-04-5117 AD Longevity Pay	0.00	0.00	0.00	8,316.00	7,872.00	105.64%	(444.00)
100-04-5120 AD Payroll Taxes	817.11	867.11	(50.00)	7,666.69	9,812.00	78.14%	2,145.31
100-04-5130 AD Benefits	5,604.93	8,064.96	(2,460.03)	44,082.60	90,201.00	48.87%	46,118.40
100-04-5140 AD TMRS	3,546.50	3,454.81	91.69	32,279.26	39,093.00	82.57%	6,813.74
100-04-5150 AD Training & Travel	305.34	1,500.00	(1,194.66)	3,937.83	5,000.00	78.76%	1,062.17
100-04-5160 AD Dues & Memberships	1,294.00	291.55	1,002.45	5,142.03	3,500.00	146.92%	(1,642.03)
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	70.10	416.50	(346.40)	1,520.19	5,000.00	30.40%	3,479.81
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	72.00	166.60	(94.60)	849.76	2,000.00	42.49%	1,150.24
100-04-5220 AD Office Supplies	369.34	416.50	(47.16)	3,863.73	5,000.00	77.27%	1,136.27
100-04-5221 AD Printing	0.00	166.60	(166.60)	3,236.31	2,000.00	161.82%	(1,236.31)
100-04-5222 AD Postage	199.93	147.85	52.08	1,584.14	1,775.00	89.25%	190.86
100-04-5250 AD Office Equip & Furniture	950.04	833.00	117.04	4,906.94	10,000.00	49.07%	5,093.06
100-04-5310 AD Fuel, Oil & Service	0.00	166.67	(166.67)	762.15	1,000.00	76.22%	237.85
100-04-5330 AD Building R & M	2,930.28	1,249.50	1,680.78	15,075.88	15,000.00	100.51%	(75.88)
100-04-5350 AD Office Equipment R & M	198.99	166.60	32.39	2,293.75	2,000.00	114.69%	(293.75)
100-04-5402 AD IT Services	2,704.00	934.62	1,769.38	7,504.00	11,220.00	66.88%	3,716.00
100-04-5403 AD Accounting & Audit	0.00	0.00	0.00	19,579.25	30,000.00	65.26%	10,420.75
100-04-5404 AD Contract Services	445.57	0.00	445.57	18,010.13	20,000.00	90.05%	1,989.87
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	1,034.67	2,499.00	(1,464.33)	12,181.56	30,000.00	40.61%	17,818.44

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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
100-04-5750 AD Mobile Technology	0.00	214.17	(214.17)	4,088.12	2,570.00	159.07%	(1,518.12)
100-04-5909 AD Miscellaneous	58.25	124.95	(66.70)	959.09	1,500.00	63.94%	540.91
100-04-5930 AD Advertising	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-04-5931 AD Publishing & Filing Fees	0.00	416.50	(416.50)	102.75	5,000.00	2.06%	4,897.25
Administration Totals	<u>80,908.39</u>	<u>81,911.41</u>	<u>(1,003.02)</u>	<u>740,212.09</u>	<u>998,389.00</u>	<u>74.14%</u>	<u>258,176.91</u>

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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
100-05-5110 PD Salaries	102,573.06	104,273.37	(1,700.31)	973,479.33	1,305,766.00	74.55%	332,286.67
100-05-5111 PD Overtime	545.99	2,290.75	(1,744.76)	10,528.47	27,500.00	38.29%	16,971.53
100-05-5112 PD Worker's Comp	0.00	0.00	0.00	27,284.85	39,565.00	68.96%	12,280.15
100-05-5117 PD Longevity Pay	0.00	0.00	0.00	9,420.00	9,312.00	101.16%	(108.00)
100-05-5120 PD Payroll Taxes	1,382.59	1,566.25	(183.66)	15,436.23	19,639.00	78.60%	4,202.77
100-05-5130 PD Benefits	12,454.55	15,065.54	(2,610.99)	92,665.16	172,240.00	53.80%	79,574.84
100-05-5140 PD TMRS	6,010.91	6,233.50	(222.59)	58,839.08	78,138.00	75.30%	19,298.92
100-05-5150 PD Training & Travel	200.00	1,041.25	(841.25)	8,734.57	12,500.00	69.88%	3,765.43
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	347.95	874.65	(526.70)	5,699.76	10,500.00	54.28%	4,800.24
100-05-5215 PD Law Enforcement	(378.60)	1,222.35	(1,600.95)	3,862.89	9,585.00	40.30%	5,722.11
100-05-5217 PD Criminal Investigation	347.32	266.56	80.76	2,235.64	3,200.00	69.86%	964.36
100-05-5218 PD Awards	0.00	333.20	(333.20)	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	802.55	291.55	511.00	2,118.21	3,500.00	60.52%	1,381.79
100-05-5222 PD Postage	154.54	62.47	92.07	815.13	750.00	108.68%	(65.13)
100-05-5250 PD Equipment & Furniture	1,000.00	416.50	583.50	1,634.98	5,000.00	32.70%	3,365.02
100-05-5260 PD Vests/Safety Equipment	0.00	4,165.33	(4,165.33)	24,422.04	29,994.00	81.42%	5,571.96
100-05-5285 PD Code Enforcement	50.00	666.67	(616.67)	1,640.85	4,000.00	41.02%	2,359.15
100-05-5310 PD Fuel, Oil & Service	3,572.15	4,165.00	(592.85)	39,542.12	50,000.00	79.08%	10,457.88
100-05-5310 PD Vehicle R & M	2,023.23	874.65	1,148.58	5,841.21	10,500.00	55.63%	4,658.79
100-05-5320 PD Equipment R & M	0.00	83.33	(83.33)	170.11	1,000.00	17.01%	829.89
100-05-5330 PD Building R & M	690.39	1,166.20	(475.81)	11,556.59	14,000.00	82.55%	2,443.41
100-05-5402 PD IT Services	3,360.00	1,189.52	2,170.48	10,195.00	14,280.00	71.39%	4,085.00

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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
100-05-5403 PD Code Enforcement	0.00	460.00	(460.00)	2,838.94	2,760.00	102.86%	(78.94)
100-05-5404 PD Contract Services	6,627.61	0.00	6,627.61	79,911.94	90,860.00	87.95%	10,948.06
100-05-5406 PD Nuisance Abatement	0.00	500.00	(500.00)	0.00	3,000.00	0.00%	3,000.00
100-05-5408 PD Reporting System	0.00	0.00	0.00	24,671.52	27,500.00	89.71%	2,828.48
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	7,411.23	11,151.78	(3,740.55)	65,380.61	133,875.00	48.84%	68,494.39
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	883.66	1,249.50	(365.84)	8,309.51	15,000.00	55.40%	6,690.49
100-05-5750 PD Mobile Technology	204.04	749.70	(545.66)	3,837.00	9,000.00	42.63%	5,163.00
100-05-5909 PD Miscellaneous	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
100-05-5910 PD Property Liens	0.00	83.33	(83.33)	0.00	500.00	0.00%	500.00
<b>Police Department Totals</b>	<b>150,263.17</b>	<b>160,547.08</b>	<b>(10,283.91)</b>	<b>1,510,621.81</b>	<b>2,126,594.00</b>	<b>71.03%</b>	<b>615,972.19</b>

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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	21,179.02	23,673.66	(2,494.64)	221,339.81	307,850.00	71.90%	86,510.19
100-06-5111 PW Overtime	73.03	208.25	(135.22)	2,114.68	2,500.00	84.59%	385.32
100-06-5112 PW Worker's Comp	0.00	0.00	0.00	10,376.40	15,410.00	67.34%	5,033.60
100-06-5117 PW Longevity Pay	0.00	0.00	0.00	2,460.00	2,472.00	99.51%	12.00
100-06-5120 PW Payroll Taxes	303.48	352.97	(49.49)	4,839.39	4,590.00	105.43%	(249.39)
100-06-5130 PW Benefits	2,848.01	4,304.27	(1,456.26)	25,877.35	51,672.00	50.08%	25,794.65
100-06-5140 PW TMRS	1,240.91	1,400.04	(159.13)	15,915.36	18,206.00	87.42%	2,290.64
100-06-5150 PW Training & Travel	130.00	499.80	(369.80)	330.00	6,000.00	5.50%	5,670.00
100-06-5213 PW Uniforms	486.98	749.70	(262.72)	5,772.55	9,000.00	64.14%	3,227.45
100-06-5220 PW Office Supplies	6.64	83.30	(76.66)	127.75	1,000.00	12.78%	872.25
100-06-5261 PW Equipment Rental	443.04	83.30	359.74	6,741.74	1,000.00	674.17%	(5,741.74)
100-06-5270 PW Street Supplies &	16,166.87	16,660.00	(493.13)	139,793.74	200,000.00	69.90%	60,206.26
100-06-5310 PW Fuel, Oil & Service	2,498.37	1,666.00	832.37	21,705.20	20,000.00	108.53%	(1,705.20)
100-06-5310 PW Vehicle R & M	486.98	2,082.50	(1,595.52)	11,390.50	25,000.00	45.56%	13,609.50
100-06-5320 PW Equipment R & M	(431.57)	2,082.50	(2,514.07)	16,303.06	25,000.00	65.21%	8,696.94
100-06-5330 PW Building R & M	284.57	1,082.90	(798.33)	4,161.57	13,000.00	32.01%	8,838.43
100-06-5331 PW Sign R & M	5,115.80	483.14	4,632.66	12,500.48	5,800.00	215.53%	(6,700.48)
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	480.00	169.93	310.07	1,567.79	2,040.00	76.85%	472.21
100-06-5404 PW Contract Service	71.55	1,587.69	(1,516.14)	4,585.90	19,060.00	24.06%	14,474.10
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	2,162.92	4,525.27	(2,362.35)	19,220.04	54,325.00	35.38%	35,104.96
100-06-5611 PW Principal Payments	0.00	0.00	0.00	122,602.20	123,025.00	99.66%	422.80
100-06-5612 PW Interest Expense	0.00	0.00	0.00	10,309.84	10,305.00	100.05%	(4.84)
100-06-5670 PW Drainage Utility	0.00	833.33	(833.33)	9,871.97	10,000.00	98.72%	128.03

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<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	236.93	416.50	(179.57)	2,942.09	5,000.00	58.84%	2,057.91
100-06-5750 PW Mobile Technology	69.24	224.91	(155.67)	703.94	2,700.00	26.07%	1,996.06
Public Works Totals	<u>53,852.77</u>	<u>63,883.66</u>	<u>(10,030.89)</u>	<u>673,553.35</u>	<u>943,520.00</u>	<u>71.39%</u>	<u>269,966.65</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	4,470.20	4,462.66	7.54	46,956.23	58,032.00	80.91%	11,075.77
100-07-5111 MC Overtime	44.11	50.00	(5.89)	253.05	600.00	42.18%	346.95
100-07-5112 MC Worker's Comp	0.00	0.00	0.00	108.51	155.00	70.01%	46.49
100-07-5117 MC Longevity Pay	0.00	0.00	0.00	2,988.00	2,988.00	100.00%	0.00
100-07-5120 MC Payroll Taxes	116.69	69.36	47.33	937.55	902.00	103.94%	(35.55)
100-07-5130 MC Benefits	550.85	717.37	(166.52)	4,904.12	8,612.00	56.95%	3,707.88
100-07-5140 MC TMRS	262.73	275.76	(13.03)	2,978.27	3,586.00	83.05%	607.73
100-07-5150 MC Training & Travel	236.98	166.67	70.31	1,000.70	2,000.00	50.04%	999.30
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)	94.57	200.00	47.29%	105.43
100-07-5221 MC Printing	0.00	54.14	(54.14)	788.50	650.00	121.31%	(138.50)
100-07-5222 MC Postage	59.40	83.30	(23.90)	470.94	1,000.00	47.09%	529.06
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	740.00	499.80	240.20	4,640.00	6,000.00	77.33%	1,360.00
100-07-5404 MC Contract Services	76.44	2,165.80	(2,089.36)	16,687.96	26,000.00	64.18%	9,312.04
100-07-5410 MC Warrant Collection Fee	0.00	166.60	(166.60)	978.00	2,000.00	48.90%	1,022.00
100-07-5910 MC Warrant Entry Fees	139.88	83.30	56.58	839.28	1,000.00	83.93%	160.72
<b>Municipal Court Totals</b>	<b>6,697.28</b>	<b>8,904.71</b>	<b>(2,207.43)</b>	<b>84,805.68</b>	<b>114,945.00</b>	<b>73.78%</b>	<b>30,139.32</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	18,888.71	14,572.04	4,316.67	180,185.66	235,334.00	76.57%	55,148.34
100-08-5111 DS Overtime	0.00	41.67	(41.67)	588.29	500.00	117.66%	(88.29)
100-08-5112 DS Worker's Comp	0.00	0.00	0.00	794.51	1,135.00	70.00%	340.49
100-08-5117 DS Longevity Pay	0.00	0.00	0.00	780.00	1,260.00	61.90%	480.00
100-08-5120 DS Payroll Taxes	259.95	215.26	44.69	3,081.98	3,474.00	88.72%	392.02
100-08-5130 DS Benefits	2,895.20	2,151.56	743.64	17,379.31	34,448.00	50.45%	17,068.69
100-08-5140 DS TMRS	1,099.32	855.85	243.47	10,823.15	13,798.00	78.44%	2,974.85
100-08-5150 DS Training & Travel	85.00	399.84	(314.84)	983.00	4,800.00	20.48%	3,817.00
100-08-5160 DS Dues & Memberships	55.00	24.99	30.01	125.00	300.00	41.67%	175.00
100-08-5161 DS Surety Bonds	0.00	24.99	(24.99)	100.00	300.00	33.33%	200.00
100-08-5213 DS Uniforms	0.00	83.30	(83.30)	877.13	1,000.00	87.71%	122.87
100-08-5220 DS Office Supplies	503.59	166.60	336.99	1,522.17	2,000.00	76.11%	477.83
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	85.20	33.32	51.88	146.53	400.00	36.63%	253.47
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	0.00	149.94	(149.94)	378.84	1,800.00	21.05%	1,421.16
100-08-5310 DS Vehicle R & M	0.00	41.65	(41.65)	409.06	500.00	81.81%	90.94
100-08-5330 DS Building R & M	329.00	833.00	(504.00)	6,779.84	10,000.00	67.80%	3,220.16
100-08-5402 DS IT Services	960.00	254.89	705.11	2,880.00	3,060.00	94.12%	180.00
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	540.39	541.45	(1.06)	8,013.51	6,500.00	123.28%	(1,513.51)
100-08-5605 DS Lease Payments	175.00	3,136.24	(2,961.24)	10,528.80	37,650.00	27.96%	27,121.20
100-08-5710 DS Utilities	234.75	316.67	(81.92)	1,792.51	3,800.00	47.17%	2,007.49
100-08-5750 DS Mobile Technology	0.00	125.78	(125.78)	689.85	1,510.00	45.69%	820.15
100-08-5932 DS Engineering Service	5,245.59	8,030.83	(2,785.24)	57,149.01	96,370.00	59.30%	39,220.99
100-08-5933 DS Planning	2,257.50	4,396.25	(2,138.75)	16,845.00	52,755.00	31.93%	35,910.00

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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)	26,000.00	30,000.00	86.67%	4,000.00
Development Services Totals	33,614.20	39,475.47	(5,861.27)	353,639.61	549,649.00	64.34%	196,009.39

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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	12,755.94	11,605.74	1,150.20	101,384.11	150,920.00	67.18%	49,535.89
100-09-5111 AC Overtime	434.26	166.67	267.59	3,990.27	2,000.00	199.51%	(1,990.27)
100-09-5112 AC Worker's Comp	0.00	0.00	0.00	3,463.91	5,535.00	62.58%	2,071.09
100-09-5117 AC Longevity Pay	0.00	0.00	0.00	2,844.00	2,832.00	100.42%	(12.00)
100-09-5120 AC Payroll Taxes	162.76	176.40	(13.64)	1,654.09	2,294.00	72.11%	639.91
100-09-5130 AC Benefits	1,446.11	2,152.13	(706.02)	12,935.41	25,836.00	50.07%	12,900.59
100-09-5140 AC TMRS	767.67	675.48	92.19	6,265.76	8,784.00	71.33%	2,518.24
100-09-5150 AC Training & Travel	300.00	360.27	(60.27)	3,056.97	4,325.00	70.68%	1,268.03
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)	716.47	2,000.00	35.82%	1,283.53
100-09-5220 AC Office Supplies	0.00	62.47	(62.47)	925.97	750.00	123.46%	(175.97)
100-09-5222 AC Postage	13.70	83.30	(69.60)	1,236.82	1,000.00	123.68%	(236.82)
100-09-5250 AC Office Equip & Furniture	232.64	416.50	(183.86)	527.52	5,000.00	10.55%	4,472.48
100-09-5262 AC Miscellaneous Shelter	0.00	1,262.50	(1,262.50)	1,759.21	15,150.00	11.61%	13,390.79
100-09-5280 AC Micro Chips	1,192.50	249.90	942.60	2,387.50	3,000.00	79.58%	612.50
100-09-5282 AC Medical Supplies	1,590.44	583.10	1,007.34	3,583.04	7,000.00	51.19%	3,416.96
100-09-5283 AC Staff Immunizations	0.00	251.25	(251.25)	1,524.00	3,015.00	50.55%	1,491.00
100-09-5284 AC Rabies Vouchers	5.00	66.64	(61.64)	360.00	800.00	45.00%	440.00
100-09-5310 AC Fuel, Oil & Service	55.38	249.90	(194.52)	619.59	3,000.00	20.65%	2,380.41
100-09-5310 AC Vehicle R & M	6.00	375.68	(369.68)	2,356.25	4,510.00	52.25%	2,153.75
100-09-5330 AC Animal Food	424.09	291.55	132.54	3,168.61	3,500.00	90.53%	331.39
100-09-5330 AC Building R & M	2,073.94	3,748.50	(1,674.56)	12,303.99	45,000.00	27.34%	32,696.01
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	720.00	254.89	465.11	2,160.00	3,060.00	70.59%	900.00
100-09-5404 AC Contract Services	139.38	541.45	(402.07)	3,626.45	6,500.00	55.79%	2,873.55

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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	127.30	416.50	(289.20)	2,549.66	5,000.00	50.99%	2,450.34
100-09-5605 AC Lease Payments	1,227.07	867.92	359.15	7,347.73	10,415.00	70.55%	3,067.27
100-09-5710 AC Utilities	1,063.43	1,207.85	(144.42)	9,171.05	14,500.00	63.25%	5,328.95
100-09-5750 AC Mobile Technology	0.00	169.93	(169.93)	2,283.71	2,040.00	111.95%	(243.71)
<b>Animal Control Totals</b>	<b>24,737.61</b>	<b>26,436.44</b>	<b>(1,698.83)</b>	<b>194,252.09</b>	<b>338,566.00</b>	<b>57.37%</b>	<b>144,313.91</b>

City of Joshua  
 Financial Statement  
 As of June 30, 2023

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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	48,013.16	49,593.80	(1,580.64)	417,388.33	615,981.00	67.76%	198,592.67
100-10-5111 FD Overtime	937.31	1,666.00	(728.69)	33,690.93	20,000.00	168.45%	(13,690.93)
100-10-5112 FD Worker's Comp	0.00	0.00	0.00	18,503.40	27,020.00	68.48%	8,516.60
100-10-5113 FD P/T Salaries	0.00	4,165.00	(4,165.00)	31,743.88	50,000.00	63.49%	18,256.12
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	777.49	874.91	(97.42)	8,740.09	10,754.00	81.27%	2,013.91
100-10-5130 FD Benefits	7,244.41	6,456.41	788.00	39,779.35	77,508.00	51.32%	37,728.65
100-10-5140 FD TMRS	2,768.40	3,104.52	(336.12)	26,057.89	40,371.00	64.55%	14,313.11
100-10-5150 FD Training & Travel	1,770.83	999.60	771.23	7,495.11	12,000.00	62.46%	4,504.89
100-10-5160 FD Dues & Memberships	108.25	306.87	(198.62)	2,232.93	3,684.00	60.61%	1,451.07
100-10-5180 FD Incentive	1,421.00	2,332.40	(911.40)	17,002.10	28,000.00	60.72%	10,997.90
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	744.75	1,166.40	(421.65)	9,811.77	11,000.00	89.20%	1,188.23
100-10-5218 FD Awards	0.00	125.00	(125.00)	1,444.33	1,500.00	96.29%	55.67
100-10-5220 FD Office Supplies	184.82	166.60	18.22	2,277.38	2,000.00	113.87%	(277.38)
100-10-5222 FD Postage	17.58	49.98	(32.40)	508.53	600.00	84.76%	91.47
100-10-5262 FD Equipment	0.00	2,317.65	(2,317.65)	2,874.67	27,823.00	10.33%	24,948.33
100-10-5264 FD Radios & Mics	0.00	333.20	(333.20)	1,708.14	4,000.00	42.70%	2,291.86
100-10-5290 FD Fire Fighting Supplies &	3,750.00	708.05	3,041.95	3,887.49	8,500.00	45.74%	4,612.51
100-10-5291 FD EMS Supplies	464.06	916.30	(452.24)	5,889.76	11,000.00	53.54%	5,110.24
100-10-5293 FD Personal Protective Equip	0.00	3,332.00	(3,332.00)	34,001.68	40,000.00	85.00%	5,998.32
100-10-5310 FD Fuel, Oil & Service	1,184.42	1,249.50	(65.08)	12,144.31	15,000.00	80.96%	2,855.69
100-10-5310 FD Vehicle R & M	2,946.02	3,332.00	(385.98)	53,391.29	40,000.00	133.48%	(13,391.29)
100-10-5320 FD Equipment R & M	268.88	1,550.62	(1,281.74)	3,472.82	18,615.00	18.66%	15,142.18
100-10-5330 FD Building R & M	1,426.35	2,582.50	(1,156.15)	25,147.37	28,000.00	89.81%	2,852.63

City of Joshua  
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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
100-10-5350 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	2,640.00	374.85	2,265.15	12,680.00	4,500.00	281.78%	(8,180.00)
100-10-5404 FD Contract Services	532.95	2,446.35	(1,913.40)	20,472.52	29,368.00	69.71%	8,895.48
100-10-5600 FD Capital Outlay >\$5,000	7,423.00	7,953.33	(530.33)	44,924.84	95,440.00	47.07%	50,515.16
100-10-5601 FD Capital Outlay <\$5,000	0.00	567.50	(567.50)	9,085.53	6,810.00	133.41%	(2,275.53)
100-10-5605 FD Lease Payments	1,727.11	1,827.18	(100.07)	20,823.85	21,935.00	94.93%	1,111.15
100-10-5710 FD Utilities	2,127.31	2,499.00	(371.69)	25,237.88	30,000.00	84.13%	4,762.12
100-10-5750 FD Mobile Technology	0.00	499.80	(499.80)	3,672.16	6,000.00	61.20%	2,327.84
100-10-5908 FD Emergency Management	2,397.44	1,249.50	1,147.94	13,297.56	15,000.00	88.65%	1,702.44
100-10-5909 FD Miscellaneous	66.01	41.65	24.36	633.62	500.00	126.72%	(133.62)
<b>Fire Department Totals</b>	<b>90,941.55</b>	<b>105,454.87</b>	<b>(14,513.32)</b>	<b>917,621.52</b>	<b>1,319,373.00</b>	<b>69.55%</b>	<b>401,751.48</b>

City of Joshua  
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<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	9,803.19	14,679.80	(4,876.61)	125,776.01	169,839.00	74.06%	44,062.99
100-11-5111 PK Overtime	64.57	250.00	(185.43)	3,177.69	3,000.00	105.92%	(177.69)
100-11-5112 PK Worker's Comp	0.00	442.32	(442.32)	3,306.39	5,310.00	62.27%	2,003.61
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	144.86	597.10	(452.24)	1,921.58	7,075.00	27.16%	5,153.42
100-11-5130 PK Benefits	1,705.27	2,869.51	(1,164.24)	20,343.86	34,448.00	59.06%	14,104.14
100-11-5140 PK TMRS	604.25	871.42	(267.17)	8,254.08	10,089.00	81.81%	1,834.92
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)	363.09	1,000.00	36.31%	636.91
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	(5,504.98)	999.60	(6,504.58)	10,703.92	12,000.00	89.20%	1,296.08
100-11-5275 PK Field Supplies & Materials	244.97	333.20	(88.23)	2,055.55	4,000.00	51.39%	1,944.45
100-11-5310 PK Fuel, Oil & Service	387.79	208.25	179.54	2,761.71	2,500.00	110.47%	(261.71)
100-11-5310 PK Vehicle R & M	24.05	41.65	(17.60)	258.78	500.00	51.76%	241.22
100-11-5320 PK Equipment R & M	493.05	125.00	368.05	2,263.63	1,500.00	150.91%	(763.63)
100-11-5330 PK Building R & M	0.00	249.90	(249.90)	4,271.95	3,000.00	142.40%	(1,271.95)
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)	3,283.22	1,000.00	328.32%	(2,283.22)
100-11-5340 PK Irrigation R & M	0.00	583.10	(583.10)	752.28	7,000.00	10.75%	6,247.72
100-11-5402 PK IT Services	480.00	169.93	310.07	1,440.00	2,040.00	70.59%	600.00
100-11-5404 PK Contract Services	71.55	0.00	71.55	643.95	0.00	0.00%	(643.95)
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	1,412.31	3,210.83	(1,798.52)	12,362.89	38,530.00	32.09%	26,167.11
100-11-5710 PK Dept Utilities	303.68	499.80	(196.12)	3,187.51	6,000.00	53.13%	2,812.49
100-11-5715 PK Park Utilities	10,488.57	17,500.00	(7,011.43)	31,286.89	70,000.00	44.70%	38,713.11

City of Joshua  
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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	0.00	77.46	(77.46)	321.58	930.00	34.58%	608.42
Park Maintenance Totals	20,723.13	45,589.89	(24,866.76)	244,971.76	400,340.00	61.19%	155,368.24

City of Joshua  
 Financial Statement  
 As of June 30, 2023

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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	5,140.26	3,777.97	1,362.29	46,193.15	81,783.00	56.48%	35,589.85
100-12-5111 FM Overtime	143.62	166.67	(23.05)	1,163.31	2,000.00	58.17%	836.69
100-12-5112 FM Worker's Comp	0.00	255.31	(255.31)	2,145.51	3,065.00	70.00%	919.49
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	48.40	59.02	(10.62)	231.74	1,246.00	18.60%	1,014.26
100-12-5130 FM Benefits	547.63	(0.58)	548.21	5,387.31	8,612.00	62.56%	3,224.69
100-12-5140 FM TMRS	337.47	237.01	100.46	3,111.42	4,965.00	62.67%	1,853.58
100-12-5150 FM Training & Travel	398.68	208.25	190.43	1,641.33	2,500.00	65.65%	858.67
100-12-5160 FM Dues & Subscriptions	50.00	166.60	(116.60)	388.00	2,000.00	19.40%	1,612.00
100-12-5215 FM Law Enforcement	125.96	333.20	(207.24)	2,538.88	4,000.00	63.47%	1,461.12
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	(333.47)	333.47	0.00	0.00	0.00%	0.00
100-12-5296 FM Fire Prevention Program	0.00	166.67	(166.67)	1,442.22	2,000.00	72.11%	557.78
100-12-5403 FM Code Enforcement	0.00	(230.00)	230.00	0.00	0.00	0.00%	0.00
100-12-5406 FM Nuisance Abatement	0.00	(250.10)	250.10	0.00	0.00	0.00%	0.00
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	(41.66)	41.66	0.00	0.00	0.00%	0.00
Fire Marshal Totals	6,792.02	4,941.71	1,850.31	65,069.72	117,295.00	55.48%	52,225.28
Expense Totals	4,538,196.02	819,241.85	3,718,954.17	10,715,929.34	8,935,186.00	119.93%	(1,780,743.34)



## **MEMORANDUM**

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

**FROM:** Mike Peacock,

**DATE:** May 9, 2023

**SUBJECT:** **Bond Election/Options**

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At the direction of the City Council in May 2023, the City Manager established the Bond Steering Committee, to evaluate the needs of the city in preparation of a bond election in November 2023.

Members of the committee are

1. Merle Breitenstein
2. Johnny Rogers
3. Dustin Dees
4. Lindsay Elliot
5. Brent Gibson
6. Linda Childers

The committee was asked to consider the following...

1. Consider the creation of a bond steering committee, to evaluate the needs assessment, walk-through tours of city facilities, evaluation of street and drainage concerns and establish a list of recommended projects to the City Council.
2. Consider adding additions to the current city including additional office space, meeting rooms, storage and remodeling of rest rooms, break rooms, council chambers and municipal court.
3. Demolition of small building next to city hall and extend offices as well as additional parking.
4. Consider presenting the Police Department as a stand-alone facility.
5. Establish information to distribute to residents including townhall meetings, social media posts and web site information.

The committee met on May 31, 2023 and again on June 22, 2023. During the June 22 meeting, after much discussion of ideas the committee unanimously voted to present the following to the City Council for consideration.

Recommendation to present the following selected projects to voters to allow for the issuance of bonds for the following projects in order of approval.

**Proposition 1** Issuance of bonds in the amount of \$15M for the construction of a new Police Department and City Hall in a shared facility or complex, to be constructed on land already owned by the city. The municipal Complex will be approximately 28,000 square feet and would provide for all of Police operations, and City Hall including council chambers, city administration, Human Resources, Finance, Development, Economic Development, City Secretary and Municipal Court.

**Proposition 2** Issuance of bonds in the amount of \$10M for street and drainage improvements to the following streets plus 3 alternate street projects provided funding is available.

Downtown Main Street  
McMillan Street  
Bentley Street  
Cobb Street  
Baldwin Drive  
County Road 904 (Indian Hills)  
Stadium Drive  
Drainage Improvements on North Main Street

Additionally, it was decided that the Animal Control Facility should not be included at this time due to the changing scheduling of the TXDOT FM 917 re-alignment project, which does not have a start date established by TxDOT.

Finally, the committee agreed that to place an additional proposition, that listed remodeling as an option would create confusion with the voters, and could create conflict if both measures passed, it is not recommended as a ballot option.

## § 5.7. Food Trucks.

Food Trucks are subject to the following regulations:

### A. Location.

1. All food trucks must be located on a parcel, which is appropriately zoned for commercial development. Approval of food trucks shall be through a Conditional Use Permit.
2. Food trucks shall be located on an individual private parcel, where an existing permanent business operates in a building with a certificate of occupancy.
3. Food trucks shall provide the City with a copy of written permission from the property owner on an annual basis to allow the operation of a food truck and to allow the food truck and their customers access to a commercially plumbed public restroom on-site.
4. A food truck shall submit a site plan depicting the location of the food truck on the property; shall secure a current food handler cards from Johnson County, providing copies of these documents to the City of Joshua.
5. Food trucks shall be located within five hundred (500) feet of an entrance of a primary building that holds the certificate of occupancy.
6. No food trucks shall be located on a vacant lot.
7. No food trucks, their merchandise, advertising, or seating shall obscure traffic sight visibility.
8. No food trucks operating under this regulation shall be allowed to sell or service food on any public street, sidewalk, or other public right-of-way unless approved in writing by the City of Joshua.
9. Food trucks shall not operate in driveways or fire lanes.
10. Food trucks, including any applicable seating may operate in parking spaces in a commercially zoned individual property, parcel, tract or platted lot, if the required parking for the center remains in compliance with the parking code located in Article 7. A site plan indicating the specific location is required.
11. Food trucks shall be removed from the parcel on a daily basis and may only operate during the business hours of the primary business and may not be parked longer than twelve (12) hours.

B. Licensing. All food trucks shall have a valid vehicle registration, motor vehicle operator's license, proof of vehicle liability insurance, a Texas Sales Tax Permit and meet all other state law licensing requirements.

### C. Operational Issues.

1. A drive-through is not permitted in conjunction with the food truck and shall not provide a drive-through service of any kind.
2. Food trucks shall be equipped with a self-closing lidded, trash receptacle. The trash receptacle must be placed outside next to the food truck use by the patrons of the truck. The area around the food truck shall be kept clean and free from litter, garbage, and debris.
3. Temporary connections to potable water are prohibited. Water shall be from an internal tank,

§ 5.7

and electricity shall be from a generator or an electrical outlet via a portable cord that is in conformance with the Electrical Code as adopted by the City of Joshua.

4. Except as otherwise limited by the City of Joshua Code of Ordinances, or other City codes, a food truck may utilize outside seating consisting of a portable table and a seating capacity of not to exceed four (4).

(Ordinance 782-2020 adopted 6/18/20)

## Sec. 7.06.005 - Mobile food establishments

Item 3.

- (a) A mobile food establishment must comply with all the requirements of section 228.221 of the Texas Food Establishment Regulations.
- (b) In addition, a mobile food establishment shall comply with the following additional regulations:
  - (1) A mobile food establishment shall not operate from the same location for more than three consecutive days.
  - (2) A mobile food establishment may utilize a temporary electrical hookup but shall not have a permanent connection to electricity.
  - (3) If a mobile food establishment operates from a stationary location, restroom facilities must be available within 100 feet of the establishment.
    - (A) Restroom facilities shall have a properly connected flush toilet, hot and cold running water, soap and towels.
    - (B) If the restroom facilities are not owned by the operator of the mobile food establishment, the operator must have written permission from the owner of the restroom facilities to use the facilities.
  - (4) A mobile food establishment shall be serviced from its central preparation facility at least once per week or more often if necessary to empty waste tanks and refill with potable water. The operator of a mobile food establishment shall keep a log of servicing at the central preparation facility.

(1996 Code, sec. 7.206; Ordinance adopted 10-5-04; Ordinance adopted 12-1-15, § 3)

## Sec. 419. - Mobile Food Units

A. *Purpose*

1. To establish the requirements for Mobile Food Units in order to:
  - a. Maintain and improve property values by ensuring a minimum level of development quality relating to mobile food units.
  - b. Provide direction to business owners that have the opportunity to increase jobs and business.
  - c. Offer opportunities for new and existing food establishments to provide food choices where full restaurants may not be possible.
  - d. Adapt to an evolving economy and support local entrepreneurship.

B. *Applicability*

1. The provisions of this section shall apply to the operation of mobile food units within the city limits.
2. No new food service permits for a mobile food unit may be approved unless the applicable provisions of this section are met.
3. No Certificate of Occupancy shall be issued for any property unless the applicable provisions of this section are met.
4. Reoccupying a structure that has been vacant for more than two years requires compliance with applicable provisions of this section.
5. The Provisions of this section shall not apply to private catering activities which are not open to the public.

C. *General Requirements - Mobile Food Units*

1. Mobile food units are permitted to conduct business in all commercial and manufacturing zoning districts, the Central Business District and Office-Warehouse zoning districts and where Industrial uses are permitted.
2. Mobile food units may operate on residentially zoned properties that have approved conditional/special uses for non-residential uses.
3. Mobile food units may operate up to six hours in a 24 hour period in residentially zoned areas on non-residential use properties that do not have an approved conditional/special use and, except for snow cone and prepackaged vendors, must be at least 100 feet from a residential structure.
4. Mobile food units may operate up to six hours in a 24 hour period within a multi-family residentially zoned property with the property manager's written permission as to location and times of operation. A copy of the written permission shall be kept within the mobile food

unit at all times.

5. A mobile food unit shall not locate on any private or public property other than as legally permitted in parks or within street right-of-way, without written permission of the property owner to do so. A copy of the owner's written permission to operate in a specific location shall be kept within the mobile food unit at all times.
6. A mobile food unit can operate from one location for up to three consecutive days but must then vacate that location for at least three days.
7. A mobile food unit located on private property, except for a commissary location, shall require a minimum of an improved all-weather parking surface.
8. A mobile food unit shall not occupy one location within the public right-of-way for more than 12 hours, or as limited by current parking regulations including downtown, except with an approved special event or street closure permit.
9. A mobile food unit shall not operate in the public right-of-way within 100 feet of a public entrance of a permanent food service establishment when open for business. This buffer may be reduced upon written consent from the owner of that food service establishment agreeing to location and times of operation of the mobile food unit. A copy of the written agreement shall be kept within the mobile food unit at all times.
10. Mobile food units shall not operate within 200 feet of a public or private school without written consent as to location and times for operation from the authorized school authority. A copy of the school's written consent shall be kept within the mobile food unit at all times.
11. Except for snow cone and prepackaged vendors, mobile food units shall not park in the right-of-way within 200 feet of a residential structure, except in the Central Business District (CBD) zoning district.
12. Mobile food units shall only be allowed to park in compliance with current parking regulations.
13. A mobile food unit shall not locate in such a manner or location that obstructs, or can reasonably be expected to result in the obstruction of, any sidewalk, street, alley or other public place by causing people or vehicles to congregate at or about the mobile food unit, unless in accordance with an approved special event or street closure permit.
14. A mobile food unit shall not block any fire lane, drive aisle, or access to any parcel or alley.
15. No mobile food unit shall locate in such a manner as to restrict or obstruct line of sight visibility at or near an intersection of a driveway, approach or alleyway with a street, or at or near a street intersection within an adequate line of sight visibility.
16. Each mobile food unit operator shall be responsible for proper disposal of solid waste associated with the business.

17. Mobile food units shall only be allowed in designated areas within City parks.
18. Mobile food units shall not operate in residentially zoned areas or parks between the hours of 10:30 p.m. and 7:00 a.m.

D. *Mobile Food Unit at Commissary*

1. A mobile food unit may only operate at a location for more than three consecutive days if located at their commissary, except in accordance with an approved special event or street closure permit.
2. A mobile food unit operating from its commissary shall be parked on a paved surface.
3. A mobile food unit operating from its commissary must comply with all setback lines established by the subject property's zoning district.

E. *Commissary Requirements*

1. A commissary is only allowed in a zoning district that allows retail sales and service, either by right or with an approved conditional or special use for retail sales and service.
2. Mobile food unit commissaries shall comply with regulations contained in the zoning ordinance.
3. Mobile food units shall submit a site plan for a commissary location when:
  - a. New certificate of occupancy or change of occupancy for a new commissary is needed.
  - b. Expansion or other improvements to a commissary that would normally trigger site plan review for any building/site expansion is proposed.
  - c. There is an intent to operate a food truck from the commissary for more than three days per week.
4. A mobile food unit commissary that is located within an overlay zone, or other established district, shall comply with all district standards and shall obtain all necessary approvals.

(Ord. No. 2019-030, § 3, 3-5-19)



**City Council Agenda  
July 20, 2023**

**Minutes Resolution**

**Discussion Item**

**Agenda Description:**

Discussion on refuse and recycling service.

**Background Information:**

The City currently has 2,035 residential trash/recycling accounts. Trash service occurs twice each week (Monday and Thursday), and recycling is collected each Thursday. Both services are done by hand, with the residents providing their own refuse receptacles.

In an effort to reduce heavy truck traffic on residential streets, I propose switching the frequency and type of service. Our residential streets are not constructed for the weight of the trash and recycling trucks, and certainly not for the current frequency. This would allow us to extend the life

Moving to a fully automated service will provide the residents with wheeled, 96-gallon carts for both refuse and recycling. These carts have lids and will reduce the amount of waste carried by high winds and animals. Additionally, it will allow for a more uniform look throughout the city.

**Financial Information:**

The current Waste Connections contract is up for renewal in 2024.

Waste Connections has provided automated pricing for the following:

- Twice per-week refuse collection (\$14.22) and once-a-week recycling (\$3.22). Total \$17.44, with a 30% increase for commercial business.
- Once per-week refuse collection (\$11.30) and once-a-week recycling (\$2.75). Total \$14.05, with a 10% increase for commercial business.

**Current Pricing:**

- Twice-per-week refuse collection (\$11.30) and once-a-week recycling (\$2.75). Total \$14.05.

**Bulk Pick-Up Options:**

- Subscription-based bulk – residents can call in for pick up as needed \$35 per yard

- Once per month bulk pick up is \$3.00 per month per home. This additional cost would apply to all residents.

Item 5.

**City Contact and Recommendations:**

Amber Bransom, Staff request direction.

**Attachments:**

- Waste Connections Presentation



**AUTOMATION and CART  
CONTENT ONLY SERVICES**

# Introduction to Automation



Many cities across the country are making the change to Automated Trash Service. It is quickly becoming the preferred method of Residential Waste pickup. Automation is a faster and more efficient way to collect residential solid waste. In addition to time and cost-savings, the program will help keep your neighborhoods neat and clean, improve safety on residential streets, and provide safer working conditions for residents & other drivers.



# Pro's

- Safety of our employees and other drivers on the street
- Less likely to cancel operations due to inclement weather
- Neat and Cleaner looking City
- 96 Gal Cart provided which holds roughly 3 times the volume of a typical trash container.
- Carts have attached lids that keep water and animals out. They are also designed to remain standing even during storms or higher wind speed.
- Carts that are damaged due to normal wear and tear will be fixed or replaced by WC at no charge.





# Con's

- Only Waste Connections Provided 96 Gal containers will be serviced.
- Only household trash inside the container will be picked up on the regular service day(s). Bulk items will still be serviced as normal.
- Change

# Transition

- Town Hall Meeting
- Fliers or billing inserts
- Instructions for residents on top of the lids when carts are delivered

# Automated Pricing COST impact to WCN

- 1 – 96 Gal Trash Cart Provided to every resident for 4000 residents approximately \$275,000
- 2x/week cart only service
- New ASL (automated side load) approximately \$400K each

# Automated Pricing

- Current contract ends 2024
- Current Service 2x per week take all (trash) \$11.30 per home (Recycle) 1x per week \$2.75 all in \$14.05
- For 2x per week (automated trash) \$14.22 and (Recycle) \$3.22, all in \$17.44. With 30% increase to commercial businesses
- For 1x per week (automated trash) \$11.30 per home and (Recycle) \$2.75. With 10% increase to commercial businesses and 5yr contract residential pricing stays as current



**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**COUNCIL CHAMBERS**  
**JUNE 15, 2023**  
**6:30 PM**

**PRESENT**

Mayor Scott Kimble  
 Councilmember Johnny Waldrip  
 Councilmember Mike Kidd  
 Councilmember Merle Breitenstein  
 Councilmember Dakota Marshall  
 Councilmember Shelly Anderson

**STAFF**

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

**ABSENT**

Councilmember Angela Nichols

The Joshua City Council held 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 June 15, 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/83220526716?pwd=YSs0UTFiNno5TzVnRyt6eTNLYVdndz09>  
 Meeting ID: 832 2052 6716 Passcode: 569366 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 called the meeting to order at 6:30 pm.

**B. PLEDGE OF ALLEGIANCE**

1. United States of America
2. Texas Flag

Councilmember Waldrip led the Pledge of Allegiance.

**C. INVOCATION**

Councilmember Kidd gave the invocation.

**D. WORK SESSION**

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

Asst. City Manager Bransom gave a brief update regarding the IT Infrastructure.

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

City Manager Peacock introduced Marcie Freelen, the new Finance Director.

**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 stated that the city held a nice memorial ceremony on Memorial Day and added two new bricks.

Asst. City Manager Bransom stated that the movies in the park went well. Mayor Kimble asked how many citizens were in attendance. Asst. City Manager Bransom answered 50 to 75 attendees.

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

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

NA

**G. CONSENT AGENDA**

1. Discuss, consider, and possible action on the minutes from the May 18, 2023, Regular City Council Meeting. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on an Ordinance to correct a scrivener's error contained in City of Joshua Ordinance no. 849.2022. (Staff Resource: A. Holloway)
3. Discuss, consider, and possible action on development agreements and authorize the City Manager to sign all necessary documents. (Staff Resource: A. Holloway)

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

## H. REGULAR AGENDA

1. Public hearing on a request for a zoning change regarding approximately 1.594 acres of land in the H. G. Cason Survey, Abstract No. 156, County of Johnson, Texas, located at 131 Oak Hill Dr., to change from (MH) HUD Code Manufactured Home District to the (R2) Two Family Residential District to allow for the construction of a duplex. (Staff Resource: A. Maldonado)

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

Mayor Kimble opened the public hearing at 6:55 pm.

Development Services Director Maldonado read the following statement:

The current property is undeveloped and has never been platted. The property will be required to Final Plat. This property is zoned (MH) HUD Code Manufactured Home District. The proposed development of this property is to allow for the construction of a duplex.

Mayor Kimble closed the public hearing at 6:56 pm.

2. Discuss, consider, and possible action on a request for a zoning change by ordinance regarding approximately 1.594 acres of land in the H. G. Cason Survey, Abstract No. 156, County of Johnson, Texas, located at 131 Oak Hill Dr., to change from (MH) HUD Code Manufactured Home District to the (R2) Two Family Residential District to allow for the construction of a duplex. (Staff Resource: A. Maldonado)

Motion made by Councilmember Kidd to approve an Ordinance authorizing the zoning change regarding approximately 1.594 acres of land in the H. G. Cason Survey, Abstract No. 156, County of Johnson, Texas, located at 131 Oak Hill Dr., to change from (MH) HUD Code Manufactured Home District to the (R2) Seconded by Councilmember Breitenstein.

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

3. Discuss, consider, and possible action on an Ordinance amending the Homestead Exemption Rate. (Staff Resource: M. Peacock)

Motion made by Councilmember Anderson to approve an Ordinance increasing the homestead exception. Seconded by Councilmember Marshall.

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

4. Discuss, consider, and possible action on board appointments. (Staff Resource: A. Holloway)

Motion made by Councilmember Breitenstein to appoint Jenna Thomas to the Heritage Preservation Committee. Seconded by Councilmember Anderson.

Voting Yea: Councilmember Waldrip, Councilmember Kidd, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson. Voting Nay: Mayor Kimble

5. Discuss, consider, and possible action on contracting with a professional planner. (Staff Resource: M. Peacock)

Motion made by Councilmember Kidd to approve contracting with a professional planner. Seconded by Councilmember Waldrip.

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

## **I. STAFF REPORT**

1. Police Department
2. Fire Department
3. Municipal Court
4. Parks & Recreation
5. Public Works
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. Pursuant to Section 551.071 of the Texas Government Code: Consultation with the City Attorney regarding possible litigation related to code enforcement issues, and all matters incident and related thereto.

Mayor Kimble announced the City Council will recess into Executive Session at 7:13 p.m.

## **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.

Mayor Kimble reconvened into regular session at 7:50 p.m.

Motion made by Councilmember Anderson to authorize the City Attorney to undertake immediate enforcement actions for golf course property located in the City of Joshua and all matters incident and related thereto, including retaining services for mowing and property cleanup. Seconded by Councilmember Breitenstein.

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

**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.*

The following items were requested to be on the next agenda:

- Pathway update  
Update on bond committee
- Waste management contract update

**M. ADJOURNMENT**

Mayor Kimble adjourned the meeting at 7:51 p.m.

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

\_\_\_\_\_  
Alice Holloway, City Secretary  
Approved: July 20, 2023



**City Council Agenda  
July 13, 2023**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on development agreements and property owners replacing the agreements dated 2018 and authorizing the City Manager to sign all necessary documents.

**Background Information:**

In 2018, several property owners agreed to a development agreement that guarantees the continuation of the extraterritorial status of their property, its immunity from annexation by the City, and its immunity from City property taxes for the term of five (5) years.

As these agreements are set to expire soon, staff has been directed to offer the same agreement with a term of twenty (20) years. There is approximately 100 development agreements staff is working to renew.

The City Secretary's Office is currently working with property owners to sign new agreements.

Agreements will be placed on agenda for possible approval as they are signed by the property owner. Once City Council approves, they will be filed with Johnson County Clerks Office and a copy will kept for city records and a copy will be mailed to each property owner.

The following addresses have been approved by the property owners

5601 Cr 803  
320 Ranch Road

**Financial Information:**

Cost of notices and filing fees. Approximately \$55.00 per agreement.

**City Contact and Recommendations:**

Alice Holloway, City Secretary

**Attachments:**

1. Blank Agreement (same for all property owners)

STATE OF TEXAS                    §  
  §  
COUNTY OF JOHNSON           §

**DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Joshua, Texas (“City”), and \_\_\_\_\_landowner,” whether singularly or collectively). Landowner and the City are sometimes referred herein together as the “Parties” and individually as a “Party.”

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property (“Property”) owned by Landowner, which Property consists of \_\_\_\_ acres, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City’s zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City’s zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

to this any City requirements, Landowner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

4. All structures on the Property as of the date of execution of this Agreement (“Pre-Existing Structures”) are found to be conforming structures, and the City shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Landowner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Landowner shall rebuild or reconstruct in accordance with the City’s then-existing building and construction codes.

5. Nothing in this Agreement prohibits the use of the Property as it currently is used as of the date of execution of this Agreement. Further, Landowner may construct any accessory structure(s) in compliance with applicable City ordinances and codes.

6. This Agreement shall be effective as of the date of execution of this Agreement for a period of twenty (20) years, with a termination date of July 1, 2042, unless agreed to otherwise by the Parties in writing (“Term”). On or before the expiration of the Term, the Parties may meet to agree on any mutually agreeable extension of this Agreement for an additional Term. In the event that there is no extension of this Agreement for an additional Term, after the termination date of this Agreement, the City may annex the Property during the five (5) year period following the date of termination of this Agreement. During a five (5) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the sole discretion of the City and Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

7. The Parties agree that the City, in its sole discretion, shall determine whether Landowner is in compliance with this Agreement. The City and Landowner agree that the City, in its sole discretion, may initiate annexation proceedings for the Property if there is a violation of the terms of this Agreement or if Landowner requests annexation. In such event, Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

8. During the Term of this Agreement, in the event the Property is subdivided or Landowner files any development-related document for the Property with Johnson County or the City (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 4, above), this Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the City. Landowner agrees and acknowledges that if any plat or development-related document is filed in violation of this Agreement, or if Landowner commences development of the Property in violation of this Agreement, then in addition to the City’s other remedies, such act will constitute a petition for voluntary annexation by Landowner, and the Property will be subject to annexation at the discretion of the City. Landowner agrees that such annexation shall be voluntary and Landowner hereby requests and irrevocably consents to such annexation.

9. This Agreement is assignable. If all or any portion of the Property is sold, transferred or otherwise conveyed, Landowner shall give written notice to the City within five (5) business days thereof, and provide the City with the name, address, telephone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land, shall be filed in the property records of Johnson County, Texas, and shall be binding on and inure to the benefit of Landowner's successors and assigns. In conjunction with the City's approval of this Agreement, Landowner shall pay to the City applicable filing, administrative and recording fees in the amount of \$75.00.

10. Except as provided for in this Agreement, the Parties agree that Landowner shall be bound and subject to all development and subdivision ordinances of the City. Any construction on the Property shall be in accordance with applicable ordinances and regulations of the City, now existing or in the future arising, including any and all uniform building and construction codes, as adopted by the City.

**11. LANDOWNER HEREBY RELEASES THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS AGREEMENT.**

12. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Johnson County, Texas.

13. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

15. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

16. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto. In the event there are more landowners than those who are signatories to this Agreement, the Landowner(s) who execute this Agreement acknowledge that he/she/they are executing this Agreement with the consent and full authority of any other landowner(s).

17. This Agreement may be only amended or altered by written instrument signed by the Parties.

18. Any controversy or claim arising from or relating to this Agreement, or a breach thereof (excluding any claim by Landowner in any way related to Paragraph 7 herein) shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Landowner and the City shall share the costs of mediation equally. The mediation shall be held in Joshua, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

19. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Each party represents this Agreement has been read by such party and that such party has had an opportunity to confer with its counsel.

21. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

22. 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.

23. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

**EXECUTED** by the Parties on the dates set forth below, to be effective as of the date first written above.

**CITY OF JOSHUA, TEXAS**

By: \_\_\_\_\_  
Mike Peacock, City Manager

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

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua.

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

My Commission Expires:  
\_\_\_\_\_

**Landowner**

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

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

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_

**Landowner**

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

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

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

Description of the Property

JCAD #:

Address:

Lot \_\_\_\_ Blk \_\_\_\_

Being \_\_\_\_ acre(s)



**City Council Agenda  
July 20, 2023**

**Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action adopting the Investment Policy.

**Background Information:**

This Investment Policy includes an update to add the Finance Director position as one of the designated Investment Officers.

**Financial Information:**

No known financial impact.

**City Contact and Recommendations:**

Marcie Freelen, Finance Director

Staff recommends adopting the Investment Policy.

**Attachments:**

1. Resolution
2. Investment Policy

**CITY OF JOSHUA, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ADOPTING THE INVESTMENT POLICY OF THE CITY OF JOSHUA, TEXAS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Joshua, Texas (“City”), is a home-rule municipality located in Jonson County; and

**WHEREAS**, Chapter 2256 of the Government Code, commonly know as the “Public Funds Investment Act,” requires the City to adopt an invest policy by rule, order, ordinance or resolution; and

**WHEREAS**, the Public Funds Investment Act requires the treasurer, the chief financial officer, if not the treasurer; and the investment officer of the city to attend investment training; and

**WHEREAS**, the attached investment policy complies with the Public Funds Investment Act and authorizes the investments of city funds in safe and prudent investments.

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

1. All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
2. This Resolution shall take effect immediately from and after its date of passage.

**DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS ON THIS 20<sup>th</sup> DAY OF JULY, 2023**

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

ATTEST:

\_\_\_\_\_  
Alicce Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

---

Terrence S. Welch, City Attorney



City of Joshua, Texas  
Investment Policy  
July 20, 2023

**City of Joshua, Texas**  
**Investment Policy**  
**July 20, 2023**

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**City of Joshua, Texas**  
**Investment Policy**  
**July 20, 2023**

## **I. PURPOSE**

The Investment Policy of the City of Joshua, Texas, is adopted in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act (the "Act"). This Policy establishes guidelines for the Investment Officers with regard to how City funds will be invested. This Policy also establishes guidelines for periodic review and reporting of the investments.

## **II. SCOPE**

This Investment Policy applies to all aspects of investing the financial assets for the City of Joshua, Texas. This applies to all funds reported in the City's Annual Comprehensive Financial Report including the General Fund, Special Revenue Funds (Joshua Type A and Type B/Parks Corporation), Debt Service and Debt Reserve Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds, and any new funds created by the City and any funds managed by the City of Joshua, Texas, as trustee or agency, unless exempted by law. In addition to this Policy, bond funds established by bond ordinances shall also be managed by their governing ordinances and all applicable State and Federal Law.

All funds covered by this Investment Policy shall be invested in accordance with the Public Funds Investment Act as amended from time to time. (Texas Government Code, Ch. 2256.)

## **III. INVESTMENT OBJECTIVES & STRATEGY**

### **A. Objective**

It is the policy of the City of Joshua that, giving due regard to the safety and risk of investments, all available funds shall be invested in conformance with State and Federal Regulations, applicable bond covenants and ordinances, and this adopted Investment Policy. The primary objectives for investment activities are listed in priority order.

#### **1. Suitability**

Understanding the suitability of the investment to the financial requirements of the City is important. The needs and limitations of each group of funds must be considered. Any investment eligible in the Investment Policy is suitable for all City funds.

## **2. Safety of Principal**

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they have resulted from securities defaults or erosion of market value. All investments are to be of high-quality instruments with no perceived default risk. Market price fluctuations will, however, occur.

With foremost emphasis on safety of principal (i.e. avoidance of capital losses), the Investment Officers will ensure that preservation of capital and protection of principal in the overall portfolio is maintained. Speculation is prohibited.

## **3. Maintenance of Adequate Liquidity**

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by maintaining appropriate cash equivalent balances, matching investment maturities with anticipated cash flow requirements, investing in securities with active secondary markets, and maintaining appropriate portfolio diversification.

## **4. Marketability**

Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. An efficient market is generally defined as having a bid-asked price relationship being no greater than 1/10 of 1 percent of principal value.

## **5. Diversification**

Diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. Short term financial institution deposits, investment pools, money market mutual funds and staggered maturities of securities shall provide timely liquidity and may be utilized.

## **6. Yield**

Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The comparative yield of a like-term treasury security shall be the minimum yield objective.

## **B. Strategy**

The investment objectives above apply to all funds covered by this Policy. Investment strategies and guidelines by fund-type are as follows:

## **1. Pooled Funds**

Pooled Funds comprise the majority of the City's portfolio and include all operating funds and long-term reserves. Investment strategies for pooled funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will minimize volatility while providing competitive yields on City funds. Daily liquidity for operations is required first. Reserves established in accordance with the City's cash reserves policy or designated for specific purposes and time frames may be invested for longer terms.

## **2. Debt Service Funds**

Investment strategies for Debt Service Funds have as their primary objective the assurance of investment liquidity to cover the debt service obligations on the required dates. Surplus funds outside the debt service dates will be invested according to investment targets and strategies for Pooled Funds.

## **3. Debt Service Reserve Funds**

Debt Service Reserve Funds are reserves required by bond covenant or other contractual requirement to be maintained through the life of the debt issue. These funds generally do not have a need for liquidity and may be invested in longer term maturities within the overall guidelines of this Policy and bond covenants.

## **4. Capital Project and Special Purpose Funds**

These funds include both bond proceeds and operating funds set aside for identified Capital Projects or Special Purposes. The funds should be invested to match projected cash flow requirements of projects with sufficient liquidity to meet unanticipated project outlays. In general, the final maturity dates of investments should not exceed the expected project completion date(s) and meet all underlying bond covenants, where applicable.

# **IV. STANDARD OF CARE**

## **A. Prudence**

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. The standard of care shall be applied to the context of managing the overall portfolio.

## **B. Delegation of Authority**

The Finance Manager, Finance Director and City Manager are hereby designated as the Investment Officers of the City of Joshua, Texas, and are responsible for investment decisions and activities consistent with this Investment Policy.

The Investment Officers shall be responsible for all transactions and compliance with the internal controls, ensuring all safekeeping, custodial, and collateral duties remain consistent with this Investment Policy, as well as establishing and maintaining written procedures for cash management. The Investment Officers shall maintain timely, accurate and systematic records of all investments, maturities and earnings. Bonding of all staff with financial signatory authority is required and such bonding requirements will also apply to those individuals authorized to place, purchase or sell investment instruments. Bonding will protect the public against loss from possible embezzlement and malfeasance.

## **C. Training**

It is the City's policy to provide training required by the Public Funds Investment Act Section 2256.008(a) through courses and seminars offered in compliance with the Act to ensure the quality and capability of the Investment Officers in making investment decisions. In accordance with State Law, Investment Officers must accumulate ten hours of investment training within twelve months of attaining the position of Investment Officer. Thereafter, eight hours of training must be accumulated every two-years within the period that begins on the first day of the City's fiscal year and ends on the last day of the next fiscal year.

Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

All investment training shall be from an independent source approved by the City Council. The following sponsors are hereby approved:

- 1) Government Finance Officers Association (GFOA and GFOAT);
- 2) Texas Society of Certified Public Accountants (TSCPA);
- 3) Texas Municipal League (TML);
- 4) Government Treasurers' Organization of Texas (GTOT);
- 5) Sponsors approved by the TSCPA and GFOA, GFOAT, GTOT, to provide CPE credits;
- 6) Center for Public Management at the University of North Texas; or
- 7) Alliance of Texas Treasury Associations (ATTA)

## **D. Ethics**

The Investment Officers involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Furthermore, in accordance with the Public Funds Investment Act, an Investment Officer who has a personal business relationship with a firm or

is related within the second degree by consanguinity or affinity to individuals seeking to sell investments to the City must disclose such relationships in accordance with Section 2256.00S(i) of the Public Funds Investment Act. Such disclosure should be made to the Texas State Ethics Commission and to the City Council.

#### **E. Limitation of Liability**

The Investment Officers acting in accordance with this Policy and the City's Investment Strategy and exercising due diligence shall be relieved of personal liability for an individual investment's performance provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse development.

#### **F. Internal Controls**

The Investment Officers shall establish a system of internal controls, which shall be documented in writing and reviewed periodically by the City's independent auditors. The controls shall be designed to prevent and control losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions. Dual controls of all investment activities will consistently be maintained by the Investment Officers.

The Investment Officers shall develop and maintain written administrative procedures for the operation of the investment and cash management program, consistent with this Investment Policy.

It is the policy of the City to provide a competitive environment for all individual investment purchases and sales, and financial institution, money market mutual fund, and local government investment pool selections. The investment officer is authorized to solicit bids for investments orally, in writing, electronically, or in any combination of these methods. At least three providers must be contacted in all transactions involving individual securities. For those situations where it may be impractical or unreasonable to receive three quotes for a transaction due to a rapidly changing market environment or to secondary market availability, documentation of a competitive market survey of comparable securities or an explanation of the specific circumstance must be included with the transaction quote/bid sheet. All quotes received must be documented and filed for auditing purposes.

### **V. AUTHORIZED INVESTMENTS**

#### **A. Authorized Investments**

The following is a list of authorized and legal investment options:

- 1) Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding mortgage backed securities;
- 2) Direct obligations of the State of Texas or its agencies and instrumentalities;

- 3) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
- 4) Obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent;
- 5) Certificates of Deposit (CD) as authorized under the Act;
- 6) Repurchase Agreements which are fully collateralized as authorized by the Act. Flexible repurchase agreements may be used for capital project funds but will not extend past the anticipated expenditure schedule;
- 7) Commercial Paper rated A1/P1 or better as authorized by the Act;
- 8) AAA-Rated no-load government money market mutual funds as authorized by and compliant with the Act;
- 9) Local government investment pools as authorized by and compliant with the Act;
- IO) FDIC insured *Brokered Certificate of Deposit* securities purchased from a broker or a bank with a main or branch office in Texas, settled delivery versus payment to the City's safekeeping agent; and
- 11) Fully insured or collateralized interest-bearing accounts as authorized under the Act, including those accounts utilizing an FDIC insurance spreading program acceptable to the City.

## **B. Prohibited Investments**

This Policy bestows the authority upon the Investment Officers to determine certain investment instruments as unsuitable for the City even though those investments may be authorized by this Policy and/or the Public Funds Investment Act. Additionally, certain investments are expressly prohibited by the Public Funds Investment Act. Those prohibited investments are:

- 1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- 2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

- 3) Collateralized mortgage obligations (CMO) that have a stated final maturity date of greater than 10 years; and
- 4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

### **C. Valuation**

The Investment Officers shall monitor, on no less than a quarterly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. An investment that requires a minimum rating under this Policy and/or the Public Funds Investment Act does not qualify as an authorized investment during the period the investment does not have the minimum rating required by the Act. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating. The City is not required to liquidate investments that were authorized investments at the time of purchase.

The Investment Officers shall monitor, on no less than a quarterly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, an Investment Officer shall take steps to ensure that full FDIC insurance is in place as soon as the lapse in FDIC coverage is detected.

### **D. Protection of Principal**

The City shall seek to control the risk of loss due to the failure of an issuer or grantor. Such risk shall be controlled by investing only in the safest types of investments as defined in this Policy; by qualifying the broker, dealer and financial institution with whom the City will transact; by maintaining collateralization as required by law; and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed "delivery versus payment" through the City's safekeeping agent. By so doing, City funds are not released until the City has received, through the safekeeping agent, the securities purchased.

### **E. Diversification**

The investments shall be diversified by security type and institution. With the exception of U.S. Treasury securities, Government-sponsored enterprises (GSE's), interest-bearing checking accounts that are fully collateralized, and authorized local government pools, the City will diversify the entire portfolio to comply with the investment strategy. In no case shall any single investment transaction be more than twenty five-percent (25%) of the entire portfolio at the time of purchase of the security.

**F. Diversification by Investment Maturity**

To minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. The weighted average maturity will be determined on a total portfolio basis with a maximum of 540 days and maximum maturity for an individual security or CD shall not exceed three (3) years.

Maturity guidelines by fund are as follows:

**1) Pooled Funds**

Pooled Funds are a pooling of operating funds needed for day-to-day operations along with special revenue funds, internal service funds, and any other funds that do not fall into one of the three (3) categories listed below.

**Maturity Limitation:** The maximum allowable maturity for an individual investment shall be three (3) years.

**2) Debt Service Funds**

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment.

**Maturity Limitation:** The Investment Officers shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investments available to satisfy said payment.

**3) Debt Service Reserve Funds**

Market conditions, Bond Ordinance constraints and Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy.

Maturity Limitation: Maturities shall generally not exceed the call provisions of the Bond Ordinance and shall not exceed the final maturity of the bond issue or three years, whichever is less.

City funds that are considered "bond proceeds" for arbitrage purposes will be invested using a more conservative approach than the standard investment strategy when arbitrage rebate rules require refunding excess earnings. All earnings in excess of the allowable arbitrage earnings will be made available for any necessary payments to the U.S. Treasury.

4) Capital Project and Special Purpose Funds

Maturity Limitation: Funds used for construction programs have reasonably predictable draw down schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Bond proceeds (excluding reserve and debt service funds) shall generally be limited to the cash flow requirements or the "temporary period" as defined by Federal tax law. During the temporary period bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations.

**VI. RELATIONSHIPS WITH FINANCIAL INSTITUTIONS AND FIRMS**

**A. Primary Depositories**

Primary Depositories shall be selected through the banking service procurement process, which shall include a formal request for applications no less than every five (5) years. In selecting the primary depository, the creditworthiness of institutions shall be considered and the Investment Officers shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. The City's primary depository contract and other financial relationships for banking services are outside the scope of this Investment Policy; however, all deposits and collateral are subject to compliance with the Act.

**B. Selection and Compliance of Investment Providers**

An investment provider offering to engage in an investment transaction with the City shall be presented with the Investment Policy of the City. All investment providers must acknowledge receipt of the Investment Policy.

The qualified representative of a local government investment pool or discretionary investment management firm must execute a written instrument to acknowledge the following:

- 1) the business organization has received and reviewed the City's Investment Policy; and
- 2) the business organization has implemented reasonable procedures and controls to preclude transactions conducted between the City and the business organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, requires an

interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

Broker/Dealer institutions or firms may qualify under this section:

- 1) Security Dealers which are the approved and designated Dealers of the Federal Reserve Bank of New York "Primary Dealers" and approved by City Council.
- 2) Security Dealers and Brokers which are not designated as "Primary Dealers" but which are approved individually by the City Council.

Addendum A is the list of brokers/dealers who have qualified and are hereby approved to conduct business with the City as required by the Act. The qualified broker/dealer list must be reviewed and approved by City Council at least annually.

## **VII. SAFEKEEPING AND COLLATERALIZATION**

To protect against potential fraud and embezzlement, investments shall be secured through third party custody and safekeeping procedures.

### **A. Safekeeping & Custody**

All security purchases and trades conducted for the City of Joshua, Texas will be settled and protected by the City's contracted third-party safekeeping agent. The use of the Delivery Versus Payment (DVP) procedure will be continually used for investment securities transactions, purchases and sales. The City shall authorize the release of funds only after its safekeeping agent has received securities or receipt for the same amount into the City's safekeeping account.

Securities owned by the City under repurchase agreements shall be secured by a written Master Repurchase Agreement, or similar agreement, and all securities will be moved on a DVP basis.

The City shall approve all third-party custodial agents for the custody of securities pledged to the City as collateral to secure demand or time deposits.

All securities and collateral shall be held in an account in the City's name as evidenced by safekeeping receipt of the institutions with which the securities are placed.

Safekeeping and custody procedures shall be reviewed annually by the independent auditor.

### **B. Collateralization Requirements**

The City, in accordance with state statute, requires all City funds held by financial institutions above the FDIC insurable limit to be collateralized with securities or letters of credit issued to the City by the Federal Home Loan Bank. Money Market Accounts and Certificates of Deposits require collateral or FDIC coverage for all principal and accrued interest. Letters of Credit pledged as collateral for

Certificates of Deposit and Money Market Accounts must equal 100% of total value of principal and anticipated interest in excess of FDIC insurance levels. Securities held as collateral shall have a market value equaling at least 102% of the total value of City funds, plus accrued interest, held in excess of FDIC insurance levels, and all securities shall be placed with a third-party custodial agent. *Collateral may be substituted or released only with the written authorization of an Investment Officer.* Allowable collateral may consist only of the following securities as permitted under the Public Funds Collateral Act (Texas Government Code, Ch. 2257).

- 1) Obligations of the U.S. Government, its agencies and instrumentalities including mortgage backed securities and CMOs which do not constitute a high-risk mortgage security *as defined by the Public Funds Collateral Act.*
- 2) Obligations of any U.S. state, agencies, counties, cities and other political subdivisions rated as to investment quality by at least one nationally recognized rating agency.

A monthly report listing the collateral must be provided directly from the Custodian to the City.

Financial institutions serving as City Depositories will be required to sign a Depository Agreement with the City. The "Security for Deposits" portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- 1) the Agreement must be in writing;
- 2) the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- 3) the Agreement must be approved by the Board of Directors or the Bank Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- 4) the Agreement must be part of the Depository's "official record" continuously since its execution.

## VIII. PORTFOLIO REPORTING AND REVIEW

### A. Reporting

As required by law, the Investment Officers shall submit a written investment report, prepared in accordance with the Act, signed by each Investment Officer of the City within a reasonable time after the end of each fiscal quarter to the City Council detailing the investment position for the previous quarter. Monthly market values will be obtained from the City's investment advisor, or other source believed to be reliable, to monitor the portfolio's position. "Weighted Average Yield to Maturity" shall be the standard for calculating portfolio rate of return.

- 1) For pooled investments -the report must:
  - a. state the beginning book value and market value of the pool portfolio for the reporting period,
  - b. state changes to the book value and market value during the reporting period,
  - c. state the ending book value and market value of the portfolio, and

- d. state the fully accrued interest for the reporting period.
- 2) For separately invested assets -the report must:
    - a. state the book value and market value for each investment at the beginning and end of the reporting period,
    - b. disclose the stated maturity date for each separate investment, and
    - c. show the specific fund from which moneys were received to purchase the investment.
  - 3) The report must state compliance of the investment portfolio with the City's Investment Policy & Strategy and relevant provisions of the Public Funds Investment Act.

#### **B. Annual Review**

This Policy shall be reviewed and adopted annually by the City Council.

#### **C. External Audit**

In accordance with the Public Funds Investment Act, in conjunction with the City's annual financial audit, a compliance audit of management controls on investments and adherence to the City's established investment policies shall be performed. An annual review of the City's quarterly reports will also be performed by an independent auditor with the results being presented to the City Council.

**CITY OF JOSHUA, TEXAS**  
**LIST OF AUTHORIZED BROKER/DEALERS**

SAMCO Capital Markets, Inc.

Wells Fargo Bank, N.A.

Pinnacle Bank

**CERTIFICATION**

I hereby certify as the qualified representative of [INSERT NAME OF BUSINESS ORGANIZATION] that:

- (A) I am duly authorized to execute this this certification on behalf of [INSERT NAME OF BUSINESS ORGANIZATION];
- (B) I have received and personally read the Investment Policy adopted by the City Council of the City of Joshua; and
- (C) [INSERT NAME OF BUSINESS ORGANIZATION] has implemented reasonable procedures and controls designed to preclude:
  - (1) investment transactions conducted between the City and [INSERT NAME OF BUSINESS ORGANIZATION] that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards; and
  - (2) imprudent investment activities arising out of transactions conducted between our firm and the City; and.

[INSERT NAME OF BUSINESS ORGANIZATION] will not deliver or propose any investments that are not allowed under the City's Investment Policy. All our personnel will be routinely informed of the City's investment objectives, strategies and constraints whenever we are so advised. We will notify the City immediately by telephone and in writing in the event of a material adverse change in our financial condition. We pledge to exercise due diligence in informing the City of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses.

[INSERT NAME OF BUSINESS ORGANIZATION]:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**City Council Agenda  
July 20, 2023**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Public hearing on a request for amending section 5.2 Permitted Use Table, found in Ch. 14 Zoning Ordinance, by repealing the Land Use Type “Community or Social Buildings” contained in the “Institutional/Governmental” uses portion of the permitted use table and replacing it with Land Use Type “Assembly Hall (Private) and Event Centers”.

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

**Background Information:**

**ANALYSIS:** The Zoning Ordinance has a definition of **Assembly Hall (Private) and Event Centers** as

*Assembly Hall (Private) and Event Centers.* Meeting or event space, utilized for dances, conventions, weddings or similar gatherings of individuals for lease by a private company.

The permitted use table has a similar use of Community or Social Buildings listed in the table that should be replaced with Assembly Hall (Private) and Event Centers. There is no definition for Community or Social Buildings listed in the Zoning Ordinance. Please see a section of the permitted use table below.

Civic club, halls and lodges						
Community center (public)	C	C	C	C	C	
Community or social buildings	C	C	C	C	C	

**Financial Information:**

The cost associated with the zoning change request is the publication expense.

**City Contact and Recommendations:**

Aaron Maldonado, Development Services Director

Item 1.

The Planning and Zoning Board has made their recommendation for approval at the July 6<sup>th</sup> meeting.

**Attachments:**

**1. Publication Notice**

## Notice of Public Hearing

Notice is hereby given that the City of Joshua's Planning and Zoning Commission and City Council will conduct public hearings to consider the request for amending section 5.2 Permitted Use Table, found in Ch.14 Zoning Ordinance, by repealing the Land Use Type "Community or Social Buildings" contained in the "Institutional/Governmental" uses portion of the permitted use table and replacing it with Land Use Type "Assembly Hall (Private) and Event Centers".

The Planning and Zoning Commission will conduct its public hearing on July 6, 2023, at 6:30 PM, and the City Council will conduct its public hearing and consideration on July 20, 2023, at 6:30 PM. Both meetings will be held in the City Council Chambers at Joshua City Hall, 101 South Main Street, Joshua, TX 76058.



**City Council Agenda  
July 20, 2023**

**Ordinance**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on a request for amending ordinance section 5.2 Permitted Use Table, found in Ch. 14 Zoning Ordinance, by repealing the Land Use Type “Community or Social Buildings” contained in the “Institutional/Governmental” uses portion of the permitted use table and replacing it with Land Use Type “Assembly Hall (Private) and Event Centers”.

**Background Information:**

**ANALYSIS:** The Zoning Ordinance has a definition of **Assembly Hall (Private) and Event Centers** as

Assembly Hall (Private) and Event Centers. Meeting or event space, utilized for dances, conventions, weddings or similar gatherings of individuals for lease by a private company.

The permitted use table has a similar use of Community or Social Buildings listed in the table that should be replaced with Assembly Hall (Private) and Event Centers. There is no definition for Community or Social Buildings listed in the Zoning Ordinance. Please see a section of the permitted use table below.

Civic club, halls and lodges						
Community center (public)	C	C	C	C	C	
Community or social buildings	C	C	C	C	C	

**Financial Information:**

The cost associated with the zoning change request is the publication expense.

**City Contact and Recommendations:**

Aaron Maldonado, Development Services Director

Staff recommends approval.

**Attachments:**

# 1. Ordinance

*Item 2.*

**CITY OF JOSHUA, TEXAS**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING SECTION 5.2, "PERMITTED USE TABLE," OF ARTICLE 5, "PERMITTED USES," IN THE CITY'S ZONING ORDINANCE, FOUND IN CHAPTER 14, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY REPEALING THE LAND USE TYPE "COMMUNITY OR SOCIAL BUILDINGS" CONTAINED IN THE "INSTITUTIONAL/GOVERNMENTAL" USES PORTION OF THE PERMITTED USE TABLE AND REPLACING IT WITH THE LAND USE TYPE "ASSEMBLY HALL (PRIVATE) AND EVENT CENTERS"; MAKING FINDINGS RELATIVE THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, while the term "Assembly Hall (Private) and Event Centers" is defined in Section 11.2, "Definitions," of the Zoning Ordinance, such term, "Assembly Hall (Private) and Event Centers" is not reflected as a permissible land use in the Permitted Use Table contained in Section 5.2 of the Zoning Ordinance; and

**WHEREAS**, since the term "'Community or Social Buildings" is reflected in the Permitted Use Table in Section 5.2 of the Zoning Ordinance, but is not defined in Section 11.2, "Definitions," of the Zoning Ordinance, the City Council wishes to repeal and remove the term "Community or Social Buildings" from the Permitted Use Table and replace it with "Assembly Hall (Private) and Event Centers"; and

**WHEREAS**, the Planning and Zoning Commission of the City of Joshua and the City Council of the City of Joshua, in compliance with the laws of the State of Texas, have given the requisite notices and have concluded that such will promote the public health, safety and welfare of the citizens of the City.

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

**SECTION 1**

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

**SECTION 2**

From and after the effective date of this Ordinance, the land use type "Community or Social Buildings" contained in the "Institutional/Governmental" uses portion of the Permitted Use Table, found in Section 5.2, "Permitted Use Table," of Article 5, "Permitted Uses," of the City's Zoning Ordinance, found in Chapter 14, "Zoning," of the Code of Ordinances of the City of Joshua, Texas, is hereby repealed and removed, and is

replaced with the land use type “Assembly Hall (Private) and Event Centers.” All associated notations, such as the requirement of a conditional use permit, parking ratios and supplemental regulations, in the row “Community or Social Buildings” shall apply to “Assembly Hall (Private) and Event Centers.”

**SECTION 3**

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

**SECTION 4**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE \_\_\_ DAY OF \_\_\_\_\_, 2023.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**City Council Agenda  
July 20, 2023**

**Ordinance**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on a request for amending ordinance section 3.07.007, “Basis for establishing the areas of special flood hazard”, of articles 3.07, “Flood damage prevention,” of Chapter 3, “Building Regulations,” of the code of ordinances of the City of Joshua.

**Background Information:**

**ANALYSIS:** FEMA has requested that the city adopt the new Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) prior to September 21, 2023, and the purpose of this revision to Section 3.07.007 of the code of ordinances is to adopt the new effective dates for the FIRM and FIS.

**Financial Information:**

N/A

**City Contact and Recommendations:**

Aaron Maldonado, Development Services Director

Staff recommends approval.

**Attachments:**

1. Ordinance



## CITY OF JOSHUA, TEXAS

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING SECTION 3.07.007, "BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD", OF ARTICLE 3.07, "FLOOD DAMAGE PREVENTION," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS; MAKING FINDINGS RELATIVE THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the United States Federal Emergency Management Agency (FEMA) is progressing towards the adoption of a newly revised Flood Insurance Rate Map (FIRM) for Johnson County and Incorporated Areas; and

**WHEREAS**, the new FIRM and Flood Insurance Study (FIS) for Johnson County and Incorporated Areas will be effective September 21, 2023; and

**WHEREAS**, FEMA has requested that the City Council adopt the new FIRM and FIS prior to September 21, 2023, and the purpose of this revision to Section 3.07.007 of the Code of Ordinances is to adopt the new FIRM and FIS prior to said date; and

**WHEREAS**, the City Council has determined that such amendment would be in the best interests of the City and its residents.

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

**SECTION 1**

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

**SECTION 2**

From and after the effective date of this Ordinance, Section 3.07.007, "Basis for Establishing the Areas of Special Flood Hazard," of Article 3.07, "Flood Damage Prevention," of Chapter 3, "Building Regulations," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended as follows:

**"Sec. 3.07.007 Basis for Establishing the Areas of Special Flood Hazard**

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance

Study (FIS) for Johnson County, Texas, and Incorporated Areas,” dated September 21, 2023, with accompanying Flood Insurance Rate Maps (FIRM) dated September 21, 2023, and any revisions thereto are hereby adopted by reference and declared to be a part of this article.”

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE 20TH DAY OF JULY, 2023.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## RESOLUTION

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AUTHORIZING AND APPROVING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN THE SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council (the *City Council*) of the City of Joshua, Texas (the *City*) has determined that it is advisable and necessary to issue and sell one or more series of certificates of obligation (the *Certificates*) in an amount not to exceed \$1,200,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's parks and recreation facilities, (2) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and from a lien on and pledge of certain of the net revenues derived from the operation of the City's municipal water and wastewater utility system. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, and Chapter 1502, as amended, Texas Government Code; and

WHEREAS, prior to the public offering, sale, and issuance of the Certificates, the appropriate officials of the City must review and approve the distribution of a "deemed final" preliminary official statement (the *Official Statement*) in order to comply with the requirements contained in 17 C.F.R. §240.15c2-12 (the *Securities and Exchange Commission Rule*); and

WHEREAS, based upon their review of the Official Statement, the appropriate officials of the City must find to the best of their knowledge and belief, after reasonable investigation, that the representations of facts pertaining to the City contained in the Official Statement are true and correct and that, except as disclosed in the Official Statement, there are no facts pertaining to the City that would adversely affect the issuance of the Certificates or the City's ability to pay the debt service requirements on the Certificates when due; and

WHEREAS, the City Council will comply with the requirements contained in the Securities and Exchange Commission Rule concerning the creation of a contractual obligation between the City and the proposed purchaser(s) of the Certificates (the *Purchasers*) to provide the Purchasers with an Official Statement in a time and manner that will enable the Purchasers to comply with the distribution requirements and continuing disclosure requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, the City Council authorizes the Mayor, City Manager, the Assistant City Manager, Finance Director, and the City Secretary, as appropriate, or their designees, to review, approve, and execute any document or certificate in order to allow the City to comply with the requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, prior to the issuance of the Certificates, the City Council is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, and, if the City maintains an internet website, publish such notice of intent on the City's internet website, such notice stating (i) the time and place the City Council tentatively proposes to pass the ordinance authorizing the issuance of the Certificates, (ii) the purposes for which the Certificates are to be issued, (iii) the manner in which the City Council proposes to pay the Certificates; (iv) the then-current principal amount of all outstanding ad valorem debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding ad valorem debt obligations of the City on time and in full, which may be based on the City's expectations relative to the interest due on any variable rate ad valorem debt obligations; (vi) the maximum principal amount of the Certificates to be authorized; (vii) the estimated interest rate for the Certificates to be authorized or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (viii) the maximum maturity date of the Certificates to be authorized; and

WHEREAS, the City Council hereby finds and determines that such documents pertaining to the sale of the Certificates should be approved, and the City should proceed with the giving of notice of intention to issue the Certificates in the time, form, and manner provided by law; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; now, therefore,

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

SECTION 1. The City Secretary is hereby authorized and directed to cause notice to be published of the City Council's intention to issue the Certificates in an amount not to exceed \$1,200,000 for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's parks and recreation facilities, (2) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and additionally from a pledge of and lien on certain revenues derived from the operation of the City's municipal water and wastewater utility system. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2. The City Secretary shall cause the notice described in Section 1 to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication shall be at least forty-six (46) days prior to the date stated therein

for passage of the ordinance authorizing the issuance of the Certificates. Additionally, the City Secretary shall cause the notice described in Section 1 to be posted continuously on the City's website for at least forty-five (45) days prior to the date stated therein for passage of the ordinance authorizing the issuance of the Certificates.

SECTION 3. The Mayor, City Manager, Assistant City Manager, Finance Director, and the City Secretary, as appropriate, or their designees, are authorized to review and approve the Official Statement pertaining to the offering, sale, and issuance of the Certificates and to execute any document or certificate in order to comply with the requirements contained in the Securities and Exchange Commission Rule.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 5. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

*[The remainder of this page intentionally left blank]*

PASSED AND APPROVED, this the 20<sup>th</sup> day of July, 2023.

CITY OF JOSHUA, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

(CITY SEAL)

**Exhibit A**

NOTICE OF INTENTION TO ISSUE  
CITY OF JOSHUA, TEXAS  
CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Joshua, Texas will convene at its regular meeting place in the City Hall in Joshua, Texas, at 6:30 o'clock P.M., Joshua, Texas time on September 21, 2023, and, during such meeting, the City Council will consider the passage of an ordinance or ordinances and take such other actions as may be deemed necessary to authorize the issuance of one or more series of certificates of obligation in an aggregate principal amount not to exceed \$1,200,000 for the purpose or purposes of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's parks and recreation facilities, (2) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The certificates of obligation (the *Certificates*) will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and from a lien on and pledge of certain revenues derived by the City from the operation of the City's municipal water and wastewater utility system. In accordance with Section 271.049, as amended, Texas Local Government Code, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$11,090,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$12,617,550; (iii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$1,479,900; (iv) the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the Certificates to be authorized is February 1, 2033. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, and Chapter 1502, as amended, Texas Government Code.

/s/ Alice Holloway \_\_\_\_\_

City Secretary  
City of Joshua, Texas

Joshua Economic Development Corporation (Type B) for Parks May 2, 2023										
FYE (9/30)	Gross Sales Tax Receipts	Other Revenues	Total Revenues <sup>(1)</sup>	Operating Expenditures <sup>(1)</sup>	Available for Debt Service	\$1,200,000 Certificates of Obligation, Series			Surplus/ (Deficit)	
						2023		Total		
						Principal	Interest <sup>(2)</sup>			
2022	\$ 685,900	\$ 14,785	\$ 700,685	\$ 58,044	\$ 642,641				\$ 642,641	
2023	685,900	-	685,900	58,044	627,856	\$ 105,000	\$ 37,677	\$ 142,677	485,179	
2024	685,900	-	685,900	58,044	627,856	110,000	44,200	154,200	473,656	
2025	685,900	-	685,900	58,044	627,856	115,000	39,700	154,700	473,156	
2026	685,900	-	685,900	58,044	627,856	120,000	35,000	155,000	472,856	
2027	685,900	-	685,900	58,044	627,856	120,000	30,200	150,200	477,656	
2028	685,900	-	685,900	58,044	627,856	125,000	25,300	150,300	477,556	
2029	685,900	-	685,900	58,044	627,856	135,000	20,100	155,100	472,756	
2030	685,900	-	685,900	58,044	627,856	140,000	14,600	154,600	473,256	
2031	685,900	-	685,900	58,044	627,856	145,000	8,900	153,900	473,956	
2032	685,900	-	685,900	58,044	627,856	150,000	3,000	153,000	474,856	
Total						\$ 1,265,000	\$ 258,677	\$ 1,523,677		

<sup>(1)</sup> 2022 results are based upon audited financials (operating expenditures excludes capital outlay).

<sup>(2)</sup> Preliminary, subject to change. Interest rates calculated at an assumed rate of 4.0% for illustrative purposes only.



**City Council Agenda  
July 20, 2023**

**Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on a resolution authorizing and approving the publication of Notice of Intention to issue Certificates of Obligation; complying with the requirements contained in the Securities and Exchange Commission Rule 15c2-12; and providing an effective date.

**Background Information:**

The recommendation from Samco Capital is for the City to issue Certificates of Obligation and for the EDC to enter an interlocal agreement with the City to ensure that the EDC will make the principal and interest payment on the Obligations.

The benefit for the EDC of having the City issue the debt is that we get much better interest rates and the City can rest assured that the EDC will transfer the annual debt service to the City on the debt.

**Additional Information:**

- The debt will be ‘Self-Supported’ meaning that rating agencies will consider that the EDC is responsible for transferring the annual payments to the City and the debt ratio will be adjusted by S&P to reflect such.
- S&P will view the debt as self-supporting and thus will not negatively affect the city. We have so little debt that even if it were being paid by the City, it would not negatively affect our rating.

The interest rate would be roughly 50-75 basis points higher for a Sales Tax Revenue Bonds versus a Certificate of Obligation

**Financial Information:**

Please see attached.

**City Contact and Recommendations:**

Alice Holloway, City Secretary

Mike Peacock, City Manager

**Attachments:**

1. Resolution
2. Payment Sheet

*Item 4.*



STATE OF TEXAS                   §  
   §  
COUNTY OF JOHNSON           §

**INTERLOCAL COOPERATION AGREEMENT  
FOR HOUSING CITY'S CLASS C MISDEMEANOR PRISONERS  
FOR BUDGET YEAR 2023-2024**

This Agreement is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County and the City of Joshua, Texas (hereinafter "City"), a municipal corporation operating pursuant to the laws of the State of Texas and located in Johnson County.

**WHEREAS**, County and City desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes city and county governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

**WHEREAS**, County and City mutually desire to enter into an Agreement for the housing of certain prisoners.

**NOW THEREFORE**, for the mutual consideration herein stated, County and City agree as follows:

## SECTION 1. FACILITIES

- 1.1 **In General.** County represents and warrants that the facilities provided for detention of City prisoners meet the requirements of the Texas Commission on Jail Standards, and other applicable State and Federal law.
- 1.2 **Location and Operation of Facility.** County shall provide the detention services described herein at the Johnson County Jail in Cleburne, Texas. County will provide City and its Police Department with access to and use of the County Jail facilities for the holding and incarceration of City's prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors, including, but not limited to, adequate personnel necessary to supervise City prisoners, clothing, food, medical attention, and other appropriate necessities with respect to that number of prisoners. County agrees to provide City with access to and use of these facilities and services so long as such facilities are available and meet the requirements of the Texas Commission on Jail Standards, subject to the termination rights provided for herein.

## SECTION 2. GENERAL DUTIES OF COUNTY

- 2.1 **Class C Misdemeanor Only.** This Agreement shall apply only to City prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors. Incarceration of all other City prisoners is provided for under other Interlocal Agreements or state statutes.
- 2.2 **Housing and Care of Prisoners.** County agrees to accept and provide for the secure custody, care, and safekeeping of prisoners of the City under this Agreement in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. County shall provide housing, care, meals and routine medical services for such prisoners on the same basis as it provides for its own prisoners confined in its own jail.

## SECTION 3. MEDICAL SERVICES

- 3.1 **Payment.** The per-day rate under this Agreement covers only routine services, such as on-site sick call (when provided by on-site staff) and non-prescription over the counter and routine drugs and medical supplies. The City shall pay the County an

amount equal to the amount the County is required to expend for medical services other than those routine medical services provided for by the per-day rate. However, County shall notify City prior to incurring medical expenses greater than two hundred fifty dollars (\$250.00) for any one prisoner.

- 3.2 **Excluded from Per-day Rate.** The per-day rate under this Agreement does not cover: 1) medical/health care services provided outside of the County's facility or by other than facility staff, 2) prescription drugs and treatments, 3) surgical or dental care, and 4) costs associated with any hospitalization of a prisoner.
- 3.3 **Prisoner Primarily Responsible for Costs.** Any prisoner having health insurance or prescription drug coverage shall be required to use such coverage for any medical care provided when he or she is incarcerated by the County. As required by Article 104.002 of the Code of Criminal Procedure, the prisoner shall be primarily responsible for the cost of his or her medical care, and shall be obligated to the entity incurring the cost of the medical care, unless the prisoner fully pays for the cost of services received.
- 3.4 **City to be Contacted.** When it becomes necessary for a prisoner to be hospitalized, the County shall contact the City through its Chief of Police or designated representative as soon as possible, to inform the City of the fact that the prisoner has been or is to be hospitalized and the nature of the illness or injury that has required the hospitalization. The County shall submit invoices for reimbursable medical services along with its regular monthly billings for detention services and such invoices shall be paid on the same terms as the regular monthly billings.
- 3.5 **Costs Billed to City.** It is understood and agreed that if the hospitalization of a prisoner is to be for a duration of more than 24-hours or the cost of medical care for hospitalization will or may, in the opinion of County or County's Sheriff, exceed \$2,000.00, the County has the right, after notification of the Chief of Police or his designee, to arrange for the hospital or health care provider to bill the City directly for the costs of the hospitalization and/or medical care rather than the County paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse the County in accordance with Section 3.1 of this agreement.
- 3.6 **Medical Information.** The City shall provide the County with medical information for all prisoners sought to be transferred to the County's facility under this agreement,

including information regarding any special medication, diet or exercise regimen applicable to each prisoner.

**SECTION 4.  
TRANSPORTATION AND OFF-SITE SECURITY**

- 4.1 **Transportation**. The City is solely responsible for transportation of the prisoner to and from the County's facility and to and from required court appearances, except as provided herein. The County agrees to provide non-ambulance transportation for prisoners to and from local off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flights, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the City by the County.
- 4.2 **Stationary Guard**. The County will provide stationary guard services as requested or required by the circumstances or by law for a prisoner admitted or committed to an off-site medical facility. City shall compensate the County for the standard hourly rate of County personnel providing stationary guard, which shall be billed by the County along with the regular monthly billing for detention services.

**SECTION 5.  
AVAILABLE JAIL SPACE**

- 5.1 In the event that the County jail facility is at maximum capacity as a result of City or other prisoners, County reserves the right to require the removal or transfer of City's prisoners within eight hours after notice to City, in order to provide facilities for County prisoners, and County agrees to notify City as soon as possible when a City prisoner must be removed from County facilities because of capacity limits. In no event shall County be required to accept City's prisoners under the terms and conditions of this Agreement if the transfer of prisoners will cause County jail facilities to be in violation of the standards of the Texas Commission on Jail Standards. Nothing contained herein shall be construed to compel County to accept any prisoner if it would place County in violation of any law, regulation or court order; or if in the County Sheriff's opinion, it would create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and prisoners at the facility or result in possible violation of the constitutional rights of the prisoners housed at the facility.

**SECTION 6.  
PAYMENTS**

- 6.1 **Per-day Rate.** The per-day rate for detention services under this Agreement is \$69.94 per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four-hour (24) period.
- 6.2 **Billing Procedure.** County shall submit an itemized invoice for the services provided each month to the City. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery.

Police Department

\_\_\_\_\_  
Name of City

\_\_\_\_\_  
Street Address or P. O. Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Email Address

- 6.3 **City Duties.** City shall make payment to County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Johnson County, Texas, and shall be remitted to:

Hon. Christopher Boedeker (or his successor to office)  
 Johnson County Judge  
 Johnson County Courthouse  
 2 North Main Street  
 Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at  
 Interlocal Cooperation Agreement for Housing City's Class Page 5 of 12  
 C Misdemeanor Prisoners for Budget Year 2023-2024

the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the City under this Agreement.

## SECTION 7. TERM

- 7.1 **Term.** The term of this Agreement shall be from October 1, 2023 through September 30, 2024.

## SECTION 8. PRISONER SENTENCES

- 8.1 **Prisoner Sentences.** The County shall notify the City's Municipal Court of the confinement of persons incarcerated by the authority of the City. The County shall not be in charge of or responsible for the computation or processing of prisoners' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of City. It shall be the responsibility of City to notify County of any discharge date for a prisoner.
- 8.2 **Arraignments and Release Procedure.** The County will release prisoners of City only when such release is specifically requested in writing by the Chief of Police of the City, or his designee, or the City's Municipal Judge. City's Municipal Judge shall be available generally for magistrations of prisoners during regular business hours, Monday through Friday and Saturday mornings until 11:00 a.m. Preferred hours for magistrations are as follows: Monday 6:00 p.m. until 9:00 p.m., Tuesday 4:00 p.m. until 6:00 p.m., Wednesday 5:00 p.m. until 8:00 p.m., Thursday and Friday 6:00 p.m. until 9:00 p.m., Saturday 8:00 a.m. until 11:00 a.m. It is contemplated that except in emergency situations, that City's Municipal Judge will not be requested or required to conduct magistrations in excess of once every twenty-four-hour (24) period
- 8.3 **City Responsibilities.** City accepts all responsibility for the calculations and determinations set forth above and for giving County notice of the same. City will adhere to the requirements of the Texas Code of Criminal Procedure regarding prisoners.

## SECTION 9. CONFINEMENT PROCEDURES

- 9.1 **County Responsibilities.** The County shall notify the City's Municipal Court by

facsimile once every 24 hours of all City prisoners in custody. This shall be done either by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.

- 9.2 **City Responsibilities.** City agrees to bring with each prisoner delivered to the County facility all packets, jail cards, classification data and other information in the possession of City regarding each prisoner, and has the duty to advise County of any known dangerous propensities of each prisoner delivered to County.

#### **SECTION 10. LIAISON OFFICERS**

- 10.1 **County Officer.** The County shall designate a suitable officer or peace officer to act on behalf of the County Sheriff, to serve as "Liaison Officer" for County with and between County and City. The Sheriff of County, or his designated substitute, shall insure the performance of all duties and obligations of County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of County in full compliance with the terms and conditions of this Agreement, and shall provide immediate and direct supervision of all the County Sheriffs Office's employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement to the mutual benefit of County and City.
- 10.2 **City Officer.** City designates the City's Police Chief, or his designated substitute, to act on behalf of the City's Police Department, and to serve as "Liaison Officer" for City with and between County and City and its Police Department to ensure the performance of all duties and obligations of City herein stated, and shall devote sufficient time and attention to the execution of said duties on behalf of City in full compliance with the terms and conditions of this agreement, and shall provide immediate and direct

supervision of the City Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

#### **SECTION 11. LIABILITY**

- 11.1 County agrees and accepts full responsibility for the acts, negligence, and/or omissions of all County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for County.
- 11.2 County agrees and accepts the duty and responsibility for the overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with City.
- 11.3 County understands and agrees that County, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of City.
- 11.4 City agrees and accepts full responsibility for the acts, negligence, and/or omissions of all City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for City.
- 11.5 City agrees and accepts the duty and responsibility for overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with County.
- 11.6 City understands and agrees that City, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of County.

#### **SECTION 12. NOTICE**

- 12.1 **In General.** Notice to either party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail in case of mailing.

12.2 **To City.** The address for City for all purposes of this Agreement and for all notices hereunder shall be:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address or P. O. Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Email Address

With a copy to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address or P. O. Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Email Address

12.3 **To County.** The address for County for all purposes under this Agreement and for all notices hereunder shall be:

Hon. Christopher Boedeker (or his successor in office)  
Johnson County Judge  
Johnson County Courthouse  
2 North Main Street  
Cleburne, TX 76033

With copies to:

Hon. Bill Moore (or his successor in office)  
 Johnson County Attorney  
 Guinn Justice Center  
 204 South Buffalo Avenue, Suite 410  
 Cleburne, TX 76033

Sheriff Adam King (or his successor in  
 office) Johnson County Sheriff's Office  
 1102 East Kilpatrick Street  
 Cleburne, TX 76031

### SECTION 13. TERMINATION

- 13.1 This Agreement shall terminate at the end of the term listed in Section 7.1. In addition, this Agreement may be terminated by either party upon sixty (60) days written notice delivered to the other party at the offices specified herein. This Agreement will likewise terminate upon the happening of any event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the City's prisoners.
- 13.2 In the event of such termination by either party, County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this Agreement. In the event of such termination, should County be overcompensated for all services performed up to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then City shall be reimbursed for all such over compensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

### SECTION 14. MISCELLANEOUS PROVISIONS

- 14.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.
- 14.2 **Prior Agreements.** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No

prior agreement or understanding pertaining to any such matter shall be effective.

- 14.3 **Choice of Law and Venue.** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- 14.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- 14.5 **Funding Source.** In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of City. The signature of the City Manager or Mayor below certifies that there are sufficient funds from the current revenues available to the City to meet its obligations under this Agreement.
- 14.6 **Heading.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 14.7 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 14.8 **Severability.** In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 14.9 **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

**CITY**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name  
**City Manager or Mayor**

**Attest:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name  
**City Secretary**

**JOHNSON COUNTY**

\_\_\_\_\_  
Christopher Boedeker, County Judge

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

\_\_\_\_\_  
Adam King, Sheriff

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

**Attest:**

\_\_\_\_\_  
April Long, County Clerk



**Consent Agenda  
July 20, 2023**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on Interlocal Cooperation Agreements with Johnson County for the housing of City of Joshua Class "C" Misdemeanor Offenses in the Johnson County Jail

**Background Information:**

Yearly agreement between City of Joshua and Johnson County for the housing of prisoners arrested for class C misdemeanor offenses only.

**Financial Information:**

Cost remains unchanged for FY 2024

Total cost to date for FY 2023 is \$489.58

**City Contact and Recommendations:**

David Gelsthorpe, Chief of Police

Recommend approval of agreement

**Attachments:**

Interlocal Cooperation Agreement for Housing City's Class C Misdemeanor Prisoners



**Council Meeting Agenda  
July 20, 2023**

**Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on a Master Services Agreement between the City of Joshua and VERTOSOFT, LLC to provide CAD/RMS services.

**Background Information:**

All law enforcement entities in Johnson County, with the exclusion of the City of Burleson and the Emergency Services District are implementing a new CAD/RMS software for police and fire services within Johnson County.

**Financial Information:**

See Attached Exhibit for year 2 – 5 costs.

**City Contact and Recommendations:**

David Gelsthorpe, Chief of Police

Recommends approval of the Master Services Agreement to further the implementation of the new CAD/RMS software.

**Attachments:**

Master Services Agreement, Cost Exhibit



1602 Village Market Blvd # 320 Leesburg VA 20175

1636 W Snow Ave Tampa, FL 33606

**VERTOSOFT, LLC**

**MASTER SERVICES AGREEMENT**

This Master Services Agreement (this “**Agreement**”) is entered into as of \_\_\_\_\_, by and between **VERTOSOFT, LLC**, a Delaware corporation (“**VERTOSOFT, LLC**”, “**we**” or “**us**”) and **City of \_\_\_\_\_, Texas** (“\_\_\_\_\_”, “**City**” or “**Client**” or “**you**”). VERTOSOFT, LLC and Client are referred to herein as the “**Parties**” and, each, a “**Party**”.

SOMA Global, Inc. also known as (“SOMA” OR “SOMA Global”) is a party hereto and by nature of GOVERNMENT SOLUTIONS DISTRIBUTION AGREEMENT, Agreement Number V 2022-0716 and as the entity bound to Vertosoft LLC and City of \_\_\_\_\_, Texas to provide to City of Joshua the Software as a service (SaaS), licenses, subscription services, onboarding services.

SOMA Global Inc. by and through its representative and by the signature of said and representative on this document does hereby agree to and approve the terms set out herein does agree to be bound by all of the terms herein and will fulfill for City of \_\_\_\_\_ and be liable to CITY for all obligations of Vertosoft, LLC set forth herein, including Addendums and Attachments.

The parties and signatories hereto understand and agree that SOMA Global Inc. will be providing SOMA GLOBAL PLATFORM, SOMA GLOBAL HUB, SOMA GLOBAL RECORDS, SOMA GLOBAL DISPATCH, SOMA GLOBAL MOBILE, SOMA GLOBAL CONNECTIONS & ADD-ONS to City of \_\_\_\_\_, Texas to fulfill Vertosoft’s and SOMA Global’s contractual obligations to City of \_\_\_\_\_.

The parties and signatories hereto understand and agree that SOMA will be performing the obligations set out in the Statement of Work v03 30 23 JCTX attached as Exhibit D to City of \_\_\_\_\_ Contract Terms Addendum to Vertosoft, LLC Master Services Agreement to fulfill Vertosoft contractual obligations to City of \_\_\_\_\_.

Vertosoft and SOMA agree that City of \_\_\_\_\_ shall have access to all agreements between Vertosoft and SOMA regarding work or service or products provided to City of \_\_\_\_\_ by Vertosoft or SOMA.

This Transaction with Vertosoft, LLC is made pursuant to and under the auspices of TIPS – USA Contract Number: 220105.

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## 1. DEFINITIONS

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Documentation"** means the applicable Service's documentation, and its usage guides and policies, as updated from time to time and provided to You.

**"Malicious Code"** means code, files, scripts, corrupted files, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**"Non-VERTOSOFT, LLC Application"** means a web-based, mobile, offline, or other software application that is provided by You or a third party and is linked, connected, or used in conjunction with a Service, including any application that is developed by or for You that is not provided by Us. The parties understand and agree tht SOMA GLOBAL, INC. will be supplying and providing Applications software and services pursuant to this agreement and said SOMA Global, Inc applications will NOT be treated as a "Non-VERTOSOFT, LLC Application" for purposes of this Agreement. The term "Vertosoft, LLC Applications" or "Our" Applications will include SOMA Global Inc. Applications throughout this Agreement and any Addenda, Exhibits or Supplements hereto.

**"Order Form"** means an ordering document specifying the Services to be provided hereunder that is entered into between Soma Global, Inc; Vertosoft, LLC; and City of Joshua, Texas including any addenda and supplements thereto.

**"Services"** means SOMA Global, Inc's Public Safety as a Service Platform, including the modules embedded therein and to which You have purchased a subscription pursuant to an Order Form. "Services" exclude Non-VERTOSOFT, LLC Applications and Non-SOMA Global, Inc. Applications.

**"User"** means an individual who is authorized by You to use a Service, for whom You have purchased a subscription, or to whom You (or, when applicable, Us at Your request) have supplied a user identification and password. Users may include Your employees, consultants, contractors, agents, and other third parties with which You transact business.

**"We/Us"** means and includes SOMA Global, Inc. when referring to software, subscriptions, services, or other obligation of Vertosoft or SOMA or both in providing software, subscriptions, services or otherwise fulfilling obligations to CITY.

**"Your Data"** means electronic data and information, including personal data, transferred by or for You during Your use of the Services.

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## 2. OUR RESPONSIBILITIES

**2.1 Provision of Services.** We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable VERTOSOFT, LLC and SOMA Global, Inc. standard support for the Services to You at no additional charge and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice to the extent practicable) and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-VERTOSOFT, LLC Application, denial of service attack or other interference caused by third party malicious interference.

**2.2 Protection of Your Data.** We will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Data. Those safeguards will include, but will not be limited to, measures designed to prevent access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) to improve our Services, (c) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (d) as You expressly permit in writing. You are solely responsible for complying with any applicable laws and regulations regarding the processing or transferring of Your Data while using the Services.

**2.3. Our Personnel.** We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

**2.4. Professional Services.** To the extent an Order Form contemplates the provision of implementation, configuration, migration, or other services to be provided by Us (such services, “**Professional Services**”), such Professional Services shall be provided in accordance with the terms set forth in the applicable Order Form. We retain ownership of all work product resulting from Our provision of Professional Services (“**Services Work Product**”) and hereby grant You a non-exclusive, non-assignable, non-sublicensable license to use such Services Work Product in connection with, and for the duration of, your subscription to the Services.

## 3. USE OF SERVICES

**3.1 Subscriptions.** Services are purchased as subscriptions and are not sold to you. Your right to use the Services are set forth in an Order Form. Order Forms may be amended only in a writing signed by authorized representatives of each Party. The parties agree and understand the ONLY AUTHORIZED REPRESENTATIVE of City of Joshua who can authorize an expenditure of funds, whether by “ORDER FORM” or otherwise is the mayor following a vote and approval of a majority of the City Council. The parties agree that the terms of the is agreement cannot be amended or

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altered, nor additional financial obligations incurred by City of Joshua without the vote and approval of City of Joshua.

**3.2 Usage Limits.** Services are subject to the usage limits set forth in the Order Form. If You exceed a contractual usage limit, you will assess a surcharge in accordance with the rates set forth in the applicable Order Form.

### **3.3 Your Responsibilities.**

(a) You shall ensure all use of the Services by You or Your Users complies with this Agreement, the Documentation, any Order Forms and all applicable laws, rules, and regulations.

(b) You are solely responsible for the accuracy and quality of Your Data, and warrant that the transmission of Your Data for use by Us as contemplated in this Agreement complies with all applicable data privacy laws and regulations.

(c) You shall use commercially reasonable efforts to prevent unauthorized access to or use of Services and will notify Us promptly of any such unauthorized access or use.

(d) You are solely responsible for ascertaining the suitability of, and for the selection of, the Services, as well as for installation, implementation, and use of the Services, and for the results obtained by using the Services. You are responsible for decisions made and actions taken based on the use by You or Your Users of the Services.

(e) You will not (i) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation; (ii) sell, resell, license, sublicense, distribute, make available, rent or lease any Service to third parties; (iii) attempt to gain unauthorized access to any Service or its related systems or networks or circumvent any usage limits; (iv) copy a Service or any part, feature, function or user interface thereof except for internal use only as expressly permitted herein or in an Order Form or the Documentation; (v) frame or mirror any part of any Service externally; (vi) use any Service in order to build a competitive product or service or attempt to reverse engineer any Service; (vii) introduce any Malicious Code to the Services or use the Services to distribute any Malicious Code; or (viii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services. Any use of the Services in breach of this Agreement, Documentation or Order Forms by You or Users that in Our judgment threatens the security or availability of Our services may result in Our immediate suspension of your right to access the Services. We will use commercially reasonable efforts to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

**3.4 External-Facing Services.** If You subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to prohibited material and actions, as may be applicable to a Service, and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

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**3.5 Removal of Your Data.** If We receive information that Your Data may violate applicable law, regulation, or third-party intellectual property rights, we will notify You in such event, and You will promptly remove such data from the Services. If You fail to remove such data from the Services following a notice, or if we reasonably determine that such data must be removed immediately without notice, we may remove such data ourselves. In the event such data is removed it will be quarantined and secured, it will not be destroyed as such data may be data of a law enforcement agency or the State of Texas or a political subdivision of the State of Texas. Said data will not be destroyed without the explicit written approval of the public safety agency, political subdivision of the State of Texas, or a Court Order of a Johnson County District Court.

## 4. NON-VERTOSOFT, LLC PROVIDERS

Non-VERTOSOFT, LLC Applications may be used in conjunction with the Services in accordance with the terms herein. We do not support Non-VERTOSOFT, LLC Applications and are not responsible for the functionality or interoperability of Non-VERTOSOFT, LLC Applications with the Services. If You use a Non-VERTOSOFT, LLC Application that is interfaced with Your VERTOSOFT, LLC Application, it is expected VERTOSOFT, LLC will be granted permission by You to access your account with a Non-VERTOSOFT, LLC Application and allow the Non-VERTOSOFT, LLC Application and its provider to access Your Data, as applicable. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access or use by any Non-VERTOSOFT, LLC Application or its provider. We may cease supporting the interoperability of the Services with any Non-VERTOSOFT, LLC Application at any time and shall provide a 30-day written notice when doing so. We will provide written notice within 30 days of any disclosure, modification or deletion of access or use by any Non-VERTOSOFT, LLC Application or its provider resulting in ceased support to You. The parties understand and agree tht SOMA GLOBAL, INC. will be supplying and providing Applications software and services pursuant to this agreement and said SOMA Global, Inc applications will NOT be treated as a "Non-VERTOSOFT, LLC Application" for purposes of this Agreement. The term "Vertosoft, LLC Applications" or "Our" Applications will include SOMA Global Inc. Applications throughout this Agreement and any Addenda, Exhibits or Supplements hereto.

## 5. FEES

**5.1 Fees.** You will pay all fees specified in Order Forms ("**Fees**"). Except as otherwise specified herein or in an Order Form, (i) Fees are based on Service subscription licenses purchased and not actual usage (except for usage surcharges set forth in an Order Form), (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term without Our prior written consent.

**5.2 Payments.** You will pay the Fees in accordance with the payment schedule contemplated in the Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days

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from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

**5.3 Consequences of Non-Payment or Late Payment.** Payment for services under this agreement are to be governed by TEXAS GOVERNMENT CODE-TITLE 10. GENERAL GOVERNMENT - SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT - CHAPTER 2251. PAYMENT FOR GOODS AND SERVICES or applicable superseding statute during the term of the Agreement. If Client account remains delinquent (with respect to payment of a valid invoice) for forty-five (45) days after receipt of a delinquency notice from VERTOSOFT, LLC, which may be provided via email to Client's designated billing or legal contact, VERTOSOFT, LLC may temporarily suspend Client's access to the Software Service to pursue good faith negotiations before pursuing termination in accordance with Section 11. The Client will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Client's delinquency.

**5.4 Taxes.** Our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, we will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against Us based on Our income, property, and employees.

## 6. PROPRIETARY RIGHTS

**6.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, we reserve all of Our rights, title, and interests in and to the Services and Services Work Product, including all related intellectual property rights therein. We reserve all rights not expressly granted to You hereunder.

**6.2 License to Host Your Data.** You grant Us, Our Affiliates and Our contractors a limited license to host, copy, transmit and display Your Data in any CJIS-compliant facility as reasonably necessary for Us to provide the Services in accordance with this Agreement.

**6.3 License to Use Feedback.** Upon approval, you grant to Us and Our Affiliates a perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Users relating to the operation of the Services. Feedback will be non-public unless agreed upon otherwise.

**6.4 Federal Government End Use Provisions.** We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights

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customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under this Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights.

## 7. CONFIDENTIALITY

**7.1 Confidential Information.** “Confidential Information” means all information disclosed by a Party (“Disclosing Party”) to the other Party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information. The Client is subject to the Texas Government Code, Chapter 552., which gives the right to access government records. Client will comply with the Texas Government Code, Chapter 552. Vertosoft, LLC and SOMA Global, Inc will also comply with Texas Government Code, Chapter 552 to the extent required by law or as necessary to protect their proprietary information.

**7.2 Permitted Use.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement. In addition, either Party may disclose the terms of this Agreement to actual or potential acquirers, lenders, or other sources of capital. We may also disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-VERTOSOFT, LLC Application provider to the extent necessary to perform Our obligations to You under this Agreement.

**7.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

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## 8. REPRESENTATIONS & WARRANTIES

**8.1 Both Parties.** Each Party and signatory hereto represent and warrants that (a) it has the necessary power, authority, and legal right to enter into and perform this Agreement; and (b) this Agreement is a legal, valid, and binding obligation on such Party and signatory hereto, fully enforceable against it.

**8.2 Our Warranties.** We warrant that (a) We will not materially decrease the overall security of the Services without prior notice to You, (b) the Services will materially perform in accordance with the applicable Documentation, (c) We will not materially decrease the overall functionality of the Services, and (d) We will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with all applicable laws, regulations and rules.

## 9. INDEMNIFICATION

**9.1. Indemnification by Us.** We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense, and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about a potential infringement or misappropriation claim related to a Service, We may in Our sole discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under "VERTOSOFT, LLC Warranties" above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid Fees. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from (d) Your Data or a Non-VERTOSOFT, LLC Application, (e) Your use of the Services in violation of this Agreement, the Documentation, or applicable Order Forms, or (f) your customization or configuration of the Services or any customization or configuration of the Services provided by Us at your direction.

## 10. LIMITATION OF LIABILITY

We are not responsible for limitations, delays, and other problems inherent in the use of the internet and electronic communications. We are not responsible for data, messages or pages

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lost, not delivered, delayed, or misdirected because of interruptions or performance issues with the Services or communications services or networks.

**NEITHER PARTY SHALL BE LIABLE FOR (A) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, TORT OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL OR (B) AGGREGATE LIABILITY IN EXCESS OF THE TOTAL FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT; (I) EITHER PARTY'S LIABILITY FOR MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S TECHNOLOGY OR INTELLECTUAL PROPERTY RIGHTS; (II) EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (III) EITHER PARTY'S LIABILITY FOR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER (EXCLUDING A BREACH OF YOUR DATA). THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT WE DO NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL WE HOLD YOU HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CREATED BY YOU OR CONTAINED IN THE SOFTWARE.**

## 11. TERM AND TERMINATION

**11.1 Term.** This Agreement shall be effective as of the date signed by the Parties below and continues until all subscriptions and Order Forms have expired or have been terminated.

**11.2 Term of Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either Party gives the other notice of non-renewal at least **90** before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal.

**11.3 Termination.** A Party may terminate this Agreement for cause (i) upon 60 days' written notice to the other Party of a material breach if the breaching Party has not taken commercially reasonable steps to remedy such breach within such sixty (60) day period (provided that, for clarity, the breaching Party shall not be obligated to have cured such breach within such sixty (60) day period), or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event funds are not appropriated or become non-appropriated by the local governing body for VERTOSOFT, LLC and for similar or competitive software and services, for an included fiscal year in the term of this agreement, it is agreed by the parties that the City must give sixty (60) days' notice of non-appropriation and the City's obligations will be relieved of extending beyond the effective date of non-appropriated services.

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**11.4 Effects of Termination.** If this Agreement is terminated by You in accordance with Section 11.3 (Termination), We will refund You any prepaid but unused Fees. If this Agreement is terminated by Us in accordance with Section 11.3 (Termination), You will pay all Fees incurred until the effective date of termination. Early termination shall not relieve You of Your obligation to pay Fees for the period prior to the effective date of termination. Upon Your request made within 30 days after the effective date of termination or expiration of this Agreement, we will make Your Data available to You for export or download as provided in the Documentation. After such 120-day period, we are not obligated to maintain or provide Your Data to You and will delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, except in accordance with any bona fide document retention policies or to comply with applicable law.

## 12. MISCELLANEOUS

**12.1 Surviving Provisions.** Section 1 (Definitions), Section 5.1 (Fees), Section 5.2 (Payments), Section 6.1 (Reservation of Rights), Article 7 (Confidentiality), Section 8.3 (Disclaimers), Article 9 (Indemnification), Article 10 (Limitation of Liability), Section 11.4 (Effects of Termination), and this Article 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

**12.2 Notice.** All notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email. Notices related to any breach of this Agreement must be sent by methods (a) or (b) only.

**12.3 Governing Law.** This Agreement and any Statement of Work, Order Form, or supporting documents shall be governed by the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas.

**12.4 Export Compliance.** The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party, **including City of Joshua, Texas, Vertosoft, LLC and SOMA Global, Inc.** represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any U.S. export law or regulation.

**12.5 Anti-Corruption.** You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, you will promptly notify us.

**12.6 Entire Agreement.** This Agreement Including the CITY OF JOSHUA CONTRACT TERMS ADDENDUM (and including each Order Form entered into hereunder and the Documentation

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referenced herein) is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective **unless in writing and signed by both Parties**. In the event of any conflict among this Agreement, an Order Form, or the Documentation, the Agreement shall take precedence over an Order Form and the Documentation, and an Order Form takes precedence over the Documentation. **NOTWITHSTANDING THE FOREGOING STATEMENT, THE TERMS AND PROVISIONS OF THE CITY OF JOSHUA CONTRACT TERMS ADDENDUM TO THIS VERTOSOFT, LLC MASTER SERVICES AGREEMENT SHALL BE AND ARE INCORPORATED FULLY INTO THIS AGREEMENT AND SHALL TAKE PRIORITY AND PRECEDENCE OVER ALL TERMS THAT CONFLICT WITH THOSE SET OUT IN THE CITY OF JOSHUA CONTRACT TERMS ADDENDUM TO VERTOSOFT, LLC MASTER SERVICES AGREEMENT or other documents proffered by VERTOSOFT, LLC or SOMA Global, Inc.**

**12.7 Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, we may assign this Agreement in its entirety (together with all Order Forms), without Your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

**12.8 Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

**12.9 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

*[Signature Page Follows.]*

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IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first written below.

**APPROVED AS TO FORM AND CONTENT:**

**CITY OF \_\_\_\_\_:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

City of \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Date

**VERTOSOFT, LLC:**

\_\_\_\_\_  
Authorized Representative of  
VERTOSOFT, LLC

\_\_\_\_\_  
Date

**SOMA Global, Inc.:**

\_\_\_\_\_  
Authorized Representative of  
SOMA Global, Inc.

\_\_\_\_\_  
Date



## ADDENDUM EXHIBIT C - PRICE BREAKDOWN BY AGENCY YEARS 2-5

### Pricing Breakdown by Agency - Years 2-5

AGENCY	Cost Share Percentage (Users)	Year 2 Software License and Support Services	Year 3 Software License and Support Services	Year 4 Software License and Support Services	Year 5 Software License and Support Services
Johnson County SO	27.65%	\$137,018.55	\$143,869.43	\$151,062.95	\$158,616.17
Johnson County Constable #1	2.15%	\$10,657.00	\$11,189.84	\$11,749.34	\$12,336.81
Johnson County Constable #2	1.69%	\$8,373.36	\$8,792.02	\$9,231.62	\$9,693.21
Johnson County Constable #3	0.77%	\$3,806.07	\$3,996.37	\$4,196.19	\$4,406.00
Johnson County Constable #4	1.54%	\$7,612.14	\$7,992.75	\$8,392.39	\$8,812.01
Johnson County CA Investigators	1.54%	\$7,612.14	\$7,992.75	\$8,392.39	\$8,812.01
Johnson County DA Investigators	0.31%	\$1,522.43	\$1,598.55	\$1,678.48	\$1,762.40
S.T.O.P.	2.15%	\$10,657.00	\$11,189.84	\$11,749.34	\$12,336.81
Johnson County ESD #1 - Fire	21.20%	\$105,047.56	\$110,299.89	\$115,814.93	\$121,605.73
Cleburne PD	13.21%	\$65,464.42	\$68,737.61	\$72,174.52	\$75,783.28
Cleburne FD	4.92%	\$24,358.85	\$25,576.79	\$26,855.64	\$28,198.43
Alvarado PD	4.61%	\$22,836.43	\$23,978.24	\$25,177.16	\$26,436.03
Godley PD	1.08%	\$5,328.50	\$5,594.92	\$5,874.67	\$6,168.41
Grandview PD	3.07%	\$15,224.28	\$15,985.49	\$16,784.77	\$17,624.02
Joshua PD	3.38%	\$16,746.71	\$17,584.04	\$18,463.25	\$19,386.42
Keene PD	2.15%	\$10,657.00	\$11,189.84	\$11,749.34	\$12,336.81
Rio Vista PD	0.77%	\$3,806.07	\$3,996.37	\$4,196.19	\$4,406.00
Venus PD	3.84%	\$19,030.35	\$19,981.86	\$20,980.97	\$22,030.02
Alvarado ISD	0.92%	\$4,567.29	\$4,795.65	\$5,035.43	\$5,287.21
Godley ISD	0.77%	\$3,806.07	\$3,996.37	\$4,196.19	\$4,406.00
Joshua ISD	1.54%	\$7,612.14	\$7,992.75	\$8,392.39	\$8,812.01
Keene ISD	0.31%	\$1,522.43	\$1,598.55	\$1,678.48	\$1,762.40
Rio Vista ISD	0.15%	\$761.21	\$799.27	\$839.24	\$881.20
Venus ISD	0.31%	\$1,522.43	\$1,598.55	\$1,678.48	\$1,762.40
<b>Total</b>	<b>100.00%</b>	<b>\$495,550.44</b>	<b>\$520,327.76</b>	<b>\$546,344.35</b>	<b>\$573,661.82</b>



### APPLICATION FOR PARTICIPATION IN TEXSTAR

The undersigned local government (Applicant) applies and agrees to become a Participant in the Texas Short Term Asset Reserve Program (TEXSTAR).

- 1. **Authorization.** The governing body of Applicant has duly authorized this application by adopting the following resolution at a meeting of such governing body duly called, noticed, and held in accordance with the Texas Open Meeting Law, chapter 551, Texas Government Code, on \_\_\_\_\_, 20\_\_:

WHEREAS, it is in the best interests of this governmental unit ("*Applicant*") to invest its funds jointly with other Texas local governments in the Texas Short Term Asset Reserve Program (TEXSTAR) in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, Applicant is authorized to invest its public funds and funds under its control in TEXSTAR and to enter into the participation agreement authorized herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The form of application for participation in TEXSTAR attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 3. Terms used in this resolution have the meanings given to them by the application."

- 2. **Agreement.** Applicant agrees with other TEXSTAR Participants and the TEXSTAR Board to the Terms and Conditions of Participation in TEXSTAR, effective on this date, which are incorporated herein by reference. Applicant makes the representations, designations, delegations, and representations described in the Terms and Conditions of Participation.

- 3. **Taxpayer Identification Number.** Applicant's taxpayer identification number is \_\_\_\_\_

- 4. **Contact Information.**

Applicant primary mailing address: \_\_\_\_\_

Applicant physical address (if different): \_\_\_\_\_

Applicant main phone number: \_\_\_\_\_

Applicants main fax number: \_\_\_\_\_

- 5. **Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Email: \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Email: \_\_\_\_\_

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Email: \_\_\_\_\_

4. Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Email: \_\_\_\_\_

**{REQUIRED} PRIMARY CONTACT:** List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

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

**{OPTIONAL} INQUIRY ONLY CONTACT:** In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

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

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

Email: \_\_\_\_\_

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

**DATED** \_\_\_\_\_

**\*REQUIRED\***  
**PLACE OFFICIAL SEAL OF ENTITY HERE**

\_\_\_\_\_  
**(NAME OF ENTITY/APPLICANT)**

**SIGNED BY:**

\_\_\_\_\_  
(Signature of official)

\_\_\_\_\_  
(Printed name and title)

**ATTESTED BY:**

\_\_\_\_\_  
(Signature of official)

\_\_\_\_\_  
(Printed name and title)

**FOR INTERNAL USE ONLY**  
**APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND**  
.....  
AUTHORIZED SIGNER V082011



# **INVESTMENT POLICY**

## **(CASH RESERVE FUND)**

Investment Service for  
Texas Local Governments

## I. STATEMENT OF PURPOSE AND OBJECTIVE

### ORGANIZATION

The Texas Short Term Asset Reserve Program (“*TexSTAR*”) is a local government investment pool organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “*PFA*”). *TEXSTAR* was created in April 2002 by contract among its participating governmental units and is governed by a board of directors (the “*Board*”).

J.P. Morgan Investment Management Inc. (“*JPMIM*” or the “investment manager”), Hilltop Securities Inc. (“*HTS*”), and Hilltop Securities Asset Management, LLC (“*HSAM*”) serve as administrators for *TEXSTAR* under an agreement with the *TEXSTAR* board of directors (the “*Board*”). *JPMIM* provides investment management, *HTS* provides marketing and distribution, and *HSAM* provides participant and administrative services. Custodial, fund accounting and depository services are provided by JPMorgan Chase Bank, N.A. and/or its subsidiary J.P. Morgan Investor Services Co. Transfer agency services are provided by DST Asset Manager Solutions, Inc. (“*DST*” or the “*Transfer Agent*”). Each of *JPMIM*, *HTS*, *HSAM*, *DST* and JPMorgan Chase Bank, N.A. may provide certain services, including those described herein, through the use of subcontractors and/or delegates.

### OBJECTIVE

The purpose of *TEXSTAR* is to offer a safe, efficient and liquid investment alternative to local governments in the State of Texas so that they may benefit from and realize a higher investment return by utilizing economies of scale and professional investment expertise. It is the policy of *TEXSTAR* to invest pooled assets in a manner which will provide for preservation and safety of principal and competitive investment returns while meeting the daily liquidity needs of the participants. Specifically, the primary investment objectives of *TEXSTAR* in order of priority are:

- preservation of capital and protection of principal,
- maintenance of sufficient liquidity, and
- yield.

This Investment Policy establishes investment strategies, policies, and procedures intended to assure that these objectives are met.

### FUNDS

The Board may establish separate Funds with separate investment portfolios within *TEXSTAR* from time to time. Initially, *TEXSTAR* will maintain a Cash Reserve Fund (also referred to as the “*Fund*”). Unless otherwise stated, this Investment Policy applies to the Cash Reserve Fund.

## II. STANDARD OF CARE

The TexSTAR Cash Reserve Fund shall be designed and managed in accordance with the following prudent person standard of care:

Investments shall be made with the judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived.

This prudent person standard shall apply to the management of all TexSTAR Funds.

## III. AUTHORIZED INVESTMENTS

The TexSTAR Cash Reserve Fund shall be invested only in the following:

### **GOVERNMENT SECURITIES**

The Fund may be invested in obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, and obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States or its agencies or instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, *except* the following:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

### **REPURCHASE AGREEMENTS AND REVERSE REPURCHASE AGREEMENTS**

The Fund may be invested in fully collateralized repurchase agreements having a defined termination date and secured by the delivery of cash or obligations, including letters of credit, of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks. TEXSTAR may also borrow against its investments through a reverse repurchase agreement meeting the foregoing standards and the other conditions described herein. The repurchase and reverse repurchase agreement transactions shall

be placed only with primary government securities dealers, as recognized by the Federal Reserve or financial institutions doing business in the State of Texas. All such transactions must be governed by a master repurchase agreement in form approved by The Securities Industry and Financial Market Association ("SIFMA").

#### **MONEY MARKET MUTUAL FUNDS**

The Fund may be invested in no-load money market mutual funds which meet the requirements of the PFIA and which (1) are registered with and regulated by the United States Securities and Exchange Commission (SEC), (2) provide a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940, (3) comply with SEC Rule 2a-7, (4) include in their investment objectives the maintenance of a stable net asset value of \$1 per share, and (5) invest only in obligations of the United States, its agencies and/or instrumentalities or repurchase agreements collateralized by obligations of the United States, its agencies and/or instrumentalities.

### **IV. PROHIBITED INVESTMENTS**

**The TexSTAR Cash Reserve Fund *may not* be invested in commercial paper.**

The TexSTAR Cash Reserve Fund *may not* be invested in derivatives.

For the purposes of this Investment Policy, the definition of derivatives includes instruments which have embedded features that alter their character or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer, or are not correlated on a one-to-one basis to the associated index or market.

Prohibited derivatives *include* the following:

1. Arrangements in which an investor has swapped the natural cash flows or some portion of the natural cash flows of an instrument for a different set of cash flows (i.e., interest rate swaps).
2. Over-the-counter/exchange-traded options or futures (i.e., option contracts, futures contracts, etc.).
3. The following instruments: collateralized mortgage obligations, inverse floating rate notes, range index notes, non-money market index-based notes, dual index notes, index amortizing notes, inverse multi-index bonds, stepped inverse index bonds, and inverse index bonds.

Instruments that are *not* considered derivatives by the preceding definition and are authorized investments, if described in Part III, are as follows:

Treasury bills, Treasury notes, Treasury bonds, Treasury strips, repurchase agreements, agency notes with a defined maturity and fixed coupon rate, money market index variable rate notes (i.e., floating rate notes tied to money market indices such as three- or six-

month Treasury bills, one-, three-, and six-month London Interbank Offering Rate (“LIBOR”), federal funds, the one-year constant maturity Treasury rate, or a prime rate or a commercial paper composite rate) and step-up notes.

In addition to commercial paper and derivatives, the TEXSTAR Cash Reserve Fund may not invest in certificates of deposit or any other investments that are not authorized by Part III.

## V. POLICY GUIDELINES AND STRATEGY

### **PORTFOLIO STRUCTURE AND COMPOSITION**

The TexSTAR Cash Reserve Fund portfolio shall be designed and managed to ensure that it will meet all the requirements necessary to maintain a AAAM rating (or the equivalent) by a nationally recognized rating service. The weighted average maturity of the TexSTAR Cash Reserve Fund portfolio shall be limited to: (1) a maximum of sixty (60) days when calculated utilizing the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made, and may utilize the interest rate reset date for variable rate notes (VRN) or floating rate securities; and (2) a maximum of one hundred twenty (120) days as calculated taking into account the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made. Specific portfolio composition and maturity limitation guidelines shall be guided by the following general parameters.

#### **Portfolio Composition:**

The composition of the Fund shall be limited as follows. Limitations shall be applied by comparing the amortized cost of the Fund’s investments at the time of purchase. Investments need not be sold to maintain continuing compliance with composition limits, unless required by TEXSTAR’s general investment objectives.

#### *US Government Securities, Agencies and Instrumentalities*

The Fund portfolio may be comprised of one hundred percent (100%) obligations of, unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks.

#### *Repurchase Agreements*

One hundred percent (100%) of the Fund may be invested in repurchase agreements.

#### *Term Repurchase Agreements*

Not more than twenty-five percent (25%) in aggregate of the total market value of the Fund may be invested in term repurchase agreements.

#### *Reverse Repurchase Agreements*

TEXSTAR is permitted to enter into reverse repurchase agreements for investments in the Fund totaling not more than one third (1/3) of the book value of the Fund's total assets. Reverse repurchase agreements will be used primarily to enhance Fund return.

*Money Market Mutual Funds*

A maximum of ten percent (10%) of the Fund may be invested in any one money market mutual fund, and the Fund's investment in any one money market mutual fund may not exceed ten percent (10%) of the total assets of that money market mutual fund.

*Variable Rate Notes*

A maximum of 60 percent (60%) of the Fund may be invested in eligible variable rate notes.

**Maturity Limitations:**

*Government Securities, Agencies and Instrumentalities*

The maximum final stated maturity for any securities that are obligations of or guaranteed or insured by the United States government, its agencies or instrumentalities shall be limited to 397 days for fixed rate securities and 24 months for variable rate notes.

*Repurchase Agreements*

The maturity of repurchase agreements shall not exceed ninety-five (95) days unless the repurchase agreements have a put option that allows the fund to liquidate the position at par (principal plus accrued interest) with no more than 7 days notice to the counterparty.

*Reverse Repurchase Agreements*

Money received under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments. The authorized investments acquired must mature not later than the expiration date stated in the reverse repurchase agreement. The term of a reverse repurchase agreement may not exceed ninety (90) days.

**PURCHASES**

The broker-dealers used for TEXSTAR shall be those approved by the Board. All investments shall be purchased on a delivery versus payment (DVP) basis.

**COLLATERALIZATION AND SAFEKEEPING**

All repurchase agreements shall be fully collateralized as required by the PFIA. The market value of collateral shall be equal to at least one hundred and two percent (102%) of the total amount payable to TEXSTAR under the repurchase agreement, including accrued interest, and shall be checked daily.

All book entry securities, whether purchased outright or under repurchase agreements, shall be held in a custodial account at the Federal Reserve Bank. The Custodian or sub-custodian shall keep accurate records reflecting TEXSTAR's ownership of the securities.

All securities not held in book entry form shall be held by the Custodian or its agent. Third party institutions must issue original safekeeping receipts to the Custodian.

## **INVESTMENT OFFICERS**

The Board shall designate one principal Investment Officer and may designate one or more additional Investment Officers to serve solely when the principal Investment Officer is not available. To the fullest extent allowable by law, the Investment Officers are authorized to delegate to the investment manager the authority to deposit, withdraw, invest, reinvest, transfer and otherwise manage the assets of the Fund.

The Investment Officer shall attend at least one training session from an independent source approved by the Board or a designated investment committee containing at least 10 hours of instruction relating to the officer's responsibilities under the Public Funds Investment Act within 12 months after taking office or assuming duties; and attend an investment training session not less than once in a two-year period that begins on the first day of TexSTAR's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 8 hours of instruction relating to the officer's responsibilities under the Public Funds Investment Act from an independent source approved by the Board or a designated investment committee.

If the Investment Officer has a personal business relationship with a business organization offering to engage in an investment transaction with the Fund, they shall file a statement disclosing that personal business interest. If the Investment Officer is related within the second degree by affinity or consanguinity, as determined under State law, to an individual seeking to sell an investment to the Fund, the Investment Officer shall file a statement disclosing that relationship. A statement required under this section must be filed with the Texas Ethics Commission and the Board. For purposes of this section, an Investment Officer has a personal business relationship with a business organization if: (1) the Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization; (2) funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year, or (3) the Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

At least quarterly, the Investment Officer shall cause to be prepared by the investment adviser and shall review and sign a written report concerning the investment transactions of the Fund for the preceding quarter, describing in detail the investment position of the Fund as of the date of the report. Each report shall be presented to the Board at the next meeting following preparation of a report.

## **AUTHORIZED PERSONNEL**

The investment manager must deliver to TExSTAR a written acknowledgment that the investment manager has received and reviewed the TExSTAR Cash Reserve Fund Investment Policy and has implemented reasonable procedures and controls in an effort to preclude investment transactions that are not authorized by the Investment Policy, except to the extent that this authorization requires interpretation of subjective investment standards. All investment manager personnel authorized to buy and sell investment instruments, send and receive securities, make fund transfers and other types of related investment transactions shall be directly supervised by senior management personnel of the investment manager.

**DOCUMENTATION**

Reasonable documentation and a thorough audit trail shall be maintained for all investment transactions consistent with the Board approved records management program.

**DIVERSIFICATION AND SUITABILITY**

The TEXSTAR Cash Reserve Fund portfolio shall be designed with the protection of principal and maintenance of sufficient liquidity to all participants as the highest priority. After consideration of safety and liquidity, the portfolio shall be designed to achieve a competitive rate of return for participants. The Fund will use iMoneyNet Institutional Government Money Fund as a benchmark of performance. The risk-return relationship shall be maintained and controlled through this Investment Policy and the TEXSTAR Operating Procedures. Adequate collateralization and delivery versus payment procedures shall be utilized at all times in an attempt to minimize risk.

Diversification by market sector and security types, as well as maturity, may be used in an attempt to protect the TEXSTAR Cash Reserve Fund against market and credit risk as well as aiding in liquidity requirements.

**TEMPORARY CASH HOLDINGS**

To respond to unusual market conditions in a prudent manner, TexSTAR may be required to hold all or most of its total assets in cash, including for the purpose of assuring sufficient liquidity or due to the lack of eligible securities, among other circumstances. This may result in a lower yield and prevent the Fund portfolio from meeting all its investment objectives.

**DETERMINATION OF NET INCOME AND NET ASSET VALUES**

The net interest income of the Portfolio shall be determined each business day, and consists of (i) the sum of (a) interest accrued, (b) discount earned (including both original issue and market discount), and (c) realized capital gains (amortized over a period not to exceed 30 days) less (ii) the sum of (a) amortization of premium, (b) the estimated expenses of the Portfolio applicable to that distribution period, and (c) realized capital losses (amortized over a period not to exceed 30 days). All net income of the Portfolio so determined is declared as earnings to Participants each day. Earnings accrue throughout the month and are distributed as of the close of business on the last business day of the month. On the first business day of the following month, the earnings are reinvested as additional Units at the current Net Asset Value (expected to be \$1.00), unless the Participant has elected to have them paid out. If the entire balance in an account is withdrawn during the month, the accrued distributions will be paid on or before the first business day of the following month.

The Net Asset Value per Unit of the Portfolio is calculated each business day by adding the amortized book value of the Portfolio securities and other assets, deducting accrued expenses and arrearages, and dividing by the number of Units outstanding. The result of this computation will be rounded to the nearest whole cent.

### **CONSTANT DOLLAR OBJECTIVE**

The objective of the TexSTAR Cash Reserve Fund is to maintain a stable value of \$1.00 per unit (rounded to the nearest whole cent). Although all securities in the Fund shall be marked to market daily using the fair value method, amortized cost, which generally approximates the market value of securities, is utilized. The Board, in its discretion, may elect to cease utilizing amortized accounting and to commence utilizing the fair value method at any time. To the extent that the Board elects to utilize a net asset value per share determined by using available market quotations in lieu of amortized accounting, the Fund will reflect market fluctuations and any unrealized gains and losses resulting from those fluctuations on a daily basis.

If, upon a daily calculation, the investment manager finds that the deviation between the amortized cost and market-determined values or the deviation between market-determined values and \$1.00 per unit of the Portfolio's assets exceeds \$0.0030, it shall promptly notify the Board. In the event that the deviation of market-determined values from amortized cost or \$1.00 per unit exceeds \$0.0040, the Board shall direct the investment manager to take such action, if any, as it determines is necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants. Notwithstanding the foregoing, absent contrary instructions from the Board, the investment manager shall cause the subject investments to be sold promptly to attempt to bring the deviation back within the desired value band. However, the \$1.00 per unit value is not guaranteed or insured by TEXSTAR or the administrators. There can be no assurance that the Fund will maintain a stable net asset value of \$1.00.

### **MONITORING MARKET PRICE AND RATINGS**

Through the administrators, TEXSTAR shall account for all Fund transactions and shall mark to market the Fund portfolio holdings of TEXSTAR on a daily basis through the use of independent or affiliated commercial pricing services or third party broker-dealers. The market prices shall be checked daily for current data and validity of information. In addition, a reasonability test shall be performed in order to determine if the prices received are within a set tolerance range. In the event that any of the prices fall outside of the set tolerance range, then these prices shall be investigated. The investment manager will periodically monitor the credit ratings of the investments in which the Fund invests and, to the extent required under the PFIA, shall take all prudent measures to liquidate any investments of the Fund that fail to meet any minimum rating requirement for such investments set forth in the PFIA.

## **VI. ADMINISTRATIVE CONSIDERATIONS**

### **PARTICIPATION AGREEMENTS**

Each participant must have a fully executed application on file with TEXSTAR before investing in TEXSTAR.

### **DEPOSIT AND WITHDRAWAL DEADLINES**

See separate TEXSTAR Operating Procedures for detailed deposit and withdrawal deadlines.

### **REPORTING AND DISCLOSURE**

Each participant must obtain and should review the TEXSTAR Cash Reserve Fund Information Statement before investing. TEXSTAR will furnish investment confirmations and a monthly report disclosing certain information to participants in accordance with the Texas Public Funds Investment Act. Additional information is available on the TEXSTAR web site, [www.texstar.org](http://www.texstar.org), or by calling TEXSTAR Participant Services at 1-800-TEXSTAR (1-800-839-7827).

TEXSTAR is audited annually by an independent auditor.

### **AUTHORIZED DEALERS**

The investment manager shall maintain a list of primary dealers and brokers authorized to provide investment services to TEXSTAR.

### **ETHICS AND CONFLICTS OF INTEREST**

Each administrator is required to maintain a code of ethics which requires its employees working with TexSTAR to place the interests of TexSTAR before their personal interests and to avoid any actual or potential conflicts of interest. Each administrator must promptly report any material non-compliance with such requirements to the Board.

JPMIM acts as a fiduciary when providing investment management services to TexSTAR. JPMIM may order the purchase of investments from either itself, HTS or their affiliates only on terms and conditions approved by a majority of the Participant members of the Board.

JPMIM has provided the following disclosures concerning its practices:

JPMIM and/or its affiliates (“JPMorgan Chase”) perform investment services, including rendering investment advice, to varied clients. JPMIM, JPMorgan Chase and its or their directors, officers, agents, and/or employees may render similar or differing investment advisory services to clients and may give advice or exercise investment responsibility and take such other action with respect to any of their other clients that differs from the advice given or the timing or nature of action taken with respect to another client or group of clients. It is JPMIM's policy, to the extent practicable, to allocate, within its reasonable discretion, investment opportunities among clients over a period of time on a fair and equitable basis. One or more of JPMIM's other client accounts may at any time hold, acquire, increase, decrease, dispose, or otherwise deal with positions in investments in which another client account may have an interest from time-to-time.

JPMIM, JPMorgan Chase, and any of its or their directors, partners, officers, agents or employees, may also buy, sell, or trade securities for their own accounts or the proprietary accounts of JPMIM and/or JPMorgan Chase. JPMIM and/or JPMorgan Chase, within their discretion, may make different investment decisions and other actions with respect to their

own proprietary accounts than those made for client accounts, including the timing or nature of such investment decisions or actions. Further, JPMIM is not required to purchase or sell for any client account securities that it, JPMorgan Chase, and any of its or their employees, principals, or agents may purchase or sell for their own accounts or the proprietary accounts of JPMIM, or JPMorgan Chase or its clients.

JPMIM and its related persons may recommend securities to clients that JPMIM and its related persons may also purchase or sell. As a result, positions taken by JPMIM and its related persons may be the same as or different from, or made contemporaneously or at different times than, positions taken for clients of JPMIM. As these situations may involve potential conflicts of interest, JPMIM has adopted policies and procedures relating to personal securities transactions, insider trading and other ethical considerations. These policies and procedures are intended to identify and mitigate actual and perceived conflicts of interest with clients and to resolve such conflicts appropriately if they do occur. The policies and procedures contain provisions regarding preclearance of employee trading, reporting requirements and supervisory procedures that are designed to address potential conflicts of interest with respect to the activities and relationships of related persons that might interfere or appear to interfere with making decisions in the best interest of clients, including the prevention of front-running. In addition, JPMIM has implemented monitoring systems designed to ensure compliance with these policies and procedures.

HTS and HSAM have provided the following disclosures concerning their practices:

Certain employees of HTS and HSAM may also serve as officials of TexSTAR. Employees of HTS and HSAM who are also officials of TexSTAR must still abide by the code of ethics required of each Administrator.

**March 2021**



**INFORMATION  
STATEMENT  
(CASH RESERVE FUND)**

The Premier Investment Service for Texas  
Local Governments

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***No person or entity has been authorized to provide or communicate any information or to make any representations other than those contained in this Information Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by TEXSTAR, its Board of Directors, the program administrators or any agent of the foregoing. The attachments are part of this Information Statement. The information contained in this document is subject to change without prior notice.***

***The TexSTAR Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges and expenses associated with this or any security prior to investing. Investments in TexSTAR are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency and although TexSTAR seeks to preserve the value of the investment at a fixed price, it is possible to lose money by investing in the fund. For further information, contact TexSTAR Participant Services at (800) 839-7827.***

TexSTAR is distributed by Hilltop Securities Inc., a registered broker dealer, member FINRA/SIPC. If you have any questions regarding this material, please contact:

TEXSTAR Participant Services  
 c/o Hilltop Securities Inc.  
 1201 Elm Street, Suite 3500  
 Dallas, Texas 75270  
[www.texstar.org](http://www.texstar.org)

**1-800-TEXSTAR (1-800-839-7827) • (214) 953-8890 • Fax (214) 953-8878**  
**Email: [texstar@hilltopsecurities.com](mailto:texstar@hilltopsecurities.com)**

## Organization and Structure

Texas Short Term Asset Reserve Program (“TEXSTAR”) has been organized in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code (the “PFIA”). These two acts provide for the creation of public funds investment pools (including TEXSTAR) and authorize eligible governmental entities (“Participants”) to invest their public funds and funds under their control through the investment pools. TexSTAR is governed by a board of directors (the “Board”).

The Board may establish separate Funds within TEXSTAR from time to time. Participants choose the Funds in which their deposits are invested. Participants’ assets in the Funds are represented by units of beneficial interest (“units”). The Board may issue an unlimited number of units in each Fund.

This Information Statement provides information relating to investments in the TexSTAR Cash Reserve Fund (the “Fund”).

## Public Funds Investment Act Disclosure Items

Section 2256.016 of the PFIA requires investment pools to provide an information statement to the investment officer or other authorized representative of an investing entity. This section provides the required information for TEXSTAR.

- 1. Objectives of TexSTAR.** The primary objectives of TEXSTAR are, in order of priority, preservation and protection of principal, maintenance of sufficient liquidity to meet Participants’ needs, and yield. There is no sales charge and no investment minimum. TEXSTAR will invest only in instruments authorized under both the Public Funds Investment Act and the current TEXSTAR Investment Policy. See Item 2 of this section for a description of authorized TEXSTAR investments.

As a secondary objective to safety and liquidity, the Fund will be directed toward achieving a competitive rate of return for Participants. Efforts will be made to minimize market and credit risk through investment diversification.

- 2. Types of Investments Authorized for TEXSTAR Cash Reserve Fund.** The investment policies and composition guidelines for the TEXSTAR Cash Reserve Fund are summarized below. The TEXSTAR Investment Policy restricts investment of the Fund portfolio as follows:

### Authorized Investments:

- A.** Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, and obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States or its agencies or instrumentalities,

including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, except as prohibited by the PFIA;

- B. Fully collateralized repurchase agreements with a defined termination date not to exceed 95 calendar days and reverse repurchase agreements with a defined termination date not to exceed 90 days (unless the repurchase agreement has a put option that allows the fund to liquidate the position at principal plus accrued interest with no more than 7 days notice to the counterparty) and secured by cash or any obligations, including letters of credit, of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks. The repurchase and reverse repurchase agreements must be placed with primary government securities dealers and/or financial institutions doing business in the State of Texas.
- C. No-load money market mutual funds which meet the requirements of the PFIA and which (1) are registered with and regulated by the United States Securities and Exchange Commission (SEC), (2) provide a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940, (3) comply with SEC Rule 2a-7, (4) include in their investment objectives the maintenance of a stable net asset value of \$1 per share, and (5) invest only in obligations of the United States, its agencies and/or instrumentalities or repurchase agreements collateralized by obligations of the United States, its agencies and/or instrumentalities.

**Prohibited Investments:**

The TEXSTAR Cash Reserve Fund *will not* invest in:

- A. Derivatives, which include instruments which have embedded features that alter their character or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer or are not correlated on a one-on-one basis to the associated index or market.
- B. Commercial paper.
- C. Certificates of deposit.

**Diversification Guidelines:**

Specific Fund diversification limitations govern investments of the TEXSTAR Cash Reserve Fund portfolio, applied at the time of purchase.

- A. 100% of the Fund may be invested in obligations of, unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks.
- B. 100% of the Fund may be invested in repurchase agreements. Not more than 25% of the Fund may be invested in term repurchase agreements.

- C. Reverse repurchase agreements will be used primarily to enhance Fund return and may not total more than one-third (1/3) of the total Fund assets.
  - D. A maximum of 10% of the Fund may be invested in any one money market mutual fund, and the Fund's investment in any one money market mutual fund may not exceed 10% of the total assets of that money market mutual fund.
  - E. A maximum of 60 percent (60%) of the Fund may be invested in eligible variable rate notes.
3. **Maximum Average Dollar-Weighted Maturity.** The dollar weighted average maturity of the TEXSTAR Cash Reserve Fund portfolio may not exceed (1) sixty (60) days calculated utilizing the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made, and may utilize the interest rate reset date for variable or floating rate securities; or (2) one hundred twenty (120) days calculated taking into account the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made.
  4. **Maximum Stated Maturity Date.** The maximum stated maturity for any securities that are obligations of or guaranteed or insured by the United States, its agencies or instrumentalities in the TEXSTAR Cash Reserve Fund portfolio is limited to 397 days for fixed rate securities and 24 months for variable rate notes.
  5. **Size of the Pool.** The current size of the TexSTAR Cash Reserve Fund is provided in the TEXSTAR monthly newsletter on the TexSTAR website at [www.texstar.org](http://www.texstar.org) or by contacting TEXSTAR Participant Services. A copy of the most recent newsletter may be obtained in connection with and in addition to this Information Statement.
  6. **TEXSTAR Advisory Board.** Section 2256.016(g)(1) of the Public Funds Investment Act requires TEXSTAR to establish and maintain an advisory board composed of Participants in TEXSTAR and other persons who do not have a business relationship with TEXSTAR. Members are appointed and serve at the will of the Board. The names of the Advisory Board members are available on the TexSTAR website at [www.texstar.org](http://www.texstar.org).
  7. **Custodian and Transfer Agent for TEXSTAR.** JPMorgan Chase Bank, N.A. serves as custodian to TEXSTAR and Boston Financial Data Services, Inc. serves as transfer agent to TexSTAR. The transfer agent will receive and disburse all Participant deposits and withdrawals and the custodian will settle all Fund trades, safekeep securities, and collect all income or any other payments due in connection with purchased securities for TEXSTAR.
  8. **Net Asset Value.** The TEXSTAR Cash Reserve Fund seeks to maintain a net asset value of \$1.00 per unit (rounded to the nearest whole cent) and is designed to be used by Participants for investment of funds that require daily liquidity availability.

9. **Source of Payment.** The only source of payment to Participants is the market value of the assets of the TEXSTAR Fund in which they invest and the income and profits derived from those assets. There is no secondary source of payment such as insurance or guarantees.
10. **Independent Auditor.** TEXSTAR is subject to annual review by an independent auditor consistent with the Public Funds Investment Act. PricewaterhouseCoopers LLP has been retained to provide independent auditing services for TEXSTAR. Its address is 1201 Louisiana Street, Suite 2900, Houston, Texas 77002.
11. **Operating Procedures.** Deposits and withdrawals may be made by wire transfer or automated clearinghouse (ACH) transfer according to established operating procedures. The requirements for TEXSTAR deposits and withdrawals, deadlines, and other operating procedures are summarized under the section entitled “Summary of Operating Procedures” later in this Information Statement.
12. **Performance History.** The performance history, including yield, weighted average maturity, expense ratios and average balance for the TEXSTAR Cash Reserve Fund are available on the TEXSTAR website at [www.texstar.org](http://www.texstar.org).
13. **Policy on Holding Deposits in Cash.** To respond to unusual market conditions in a prudent manner, TexSTAR may be required to hold all or most of its total assets in cash, including for the purpose of assuring sufficient liquidity or due to the lack of eligible securities, among other circumstances. This may result in a lower yield and prevent the Fund portfolio from meeting all its investment objectives.
14. **Co-Administrators.** J.P. Morgan Investment Management Inc. (JPMIM) and Hilltop Securities Inc. (“HTS”) serve as Co-Administrators for TexSTAR under a contract that may be extended periodically to a term of two years or less. JPMIM provides investment management services and HTS provides participant and marketing services for TexSTAR. JPMIM is an investment adviser registered under the Investment Advisers Act of 1940, as amended, and a subsidiary of JPMorgan Chase & Co. HTS is a registered broker dealer, member of the Financial Industry Regulatory Authority (“FINRA”), Municipal Securities Rulemaking Board (“MSRB”) and Securities Investor Protection Corporation (“SIPC”). The parent company of HTS is Hilltop Holdings Inc.

The Co-Administrators may be replaced by the Board for cause and they may resign. Unless their replacements are affiliates, any replacements must be approved by Participants owning two-thirds of the units in TexSTAR.

Custodial, fund accounting and depository services for TexSTAR are provided by JPMorgan Chase Bank, N.A. and/or its subsidiary J.P. Morgan Investor Services Co. JPMorgan Chase Bank, N.A. is the principal banking affiliate of JPMorgan Chase & Co. Transfer agency services are provided by DST Asset Manager Solutions, Inc. (DST). Each of JPMIM, HTS, DST, and JPMorgan Chase Bank, N.A. may provide certain services, including those described herein, through the use of subcontractors or delegates.

## Understanding the Risks Associated with Investing in TEXSTAR

Unlike money market mutual funds which are registered with the Securities and Exchange Commission, TexSTAR operates in compliance with the PFIA and not with Rule 2a-7 of the Investment Company Act of 1940.

Before making an investment decision, each Participant should consider the applicable risks, including the following, in determining whether any investment, including TEXSTAR, is appropriate:

- **Credit Risk.** Credit risk is the possibility that the issuer of a security will fail to make timely payments of interest or principal. In general, the lower the credit quality of a security, the higher the yield and the higher the element of credit risk, all other factors being equal. In an attempt to minimize credit risk, the TEXSTAR investment policy allows investment of the TEXSTAR Cash Reserve Fund only in the obligations described above.

The credit risk associated with investments in direct obligations of the United States is considered low by most authoritative sources. Obligations issued or guaranteed by many Federal agencies or government-sponsored enterprises are not direct obligations of the United States and offer more varied credit risk. Noting that the United States government is not obligated to provide support or guarantees to its instrumentalities, TEXSTAR's investment manager will invest in obligations issued by an agency or instrumentality only after conducting appropriate credit risk analysis and believing that any credit risk with respect to the issuer is minimal.

TEXSTAR's investment manager will also invest in repurchase agreements and reverse repurchase agreements documented by a Master Repurchase Agreement in form approved by The Securities Industry and Financial Market Association ("SIFMA") and collateralized by cash or obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States and its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation. Repurchase agreement and reverse repurchase agreement transactions will be placed with an approved primary government securities dealers or financial institutions doing business in the State of Texas, and proceeds received under reverse repurchase agreements will be reinvested in securities with the same maturity as the term of the reverse agreement.

TexSTAR will invest only in those money market mutual funds which limit their investments to obligations of the United States, its agencies and/or instrumentalities or repurchase agreements collateralized by such obligations. TexSTAR's investment manager will invest in money market mutual funds only after conducting appropriate credit risk analysis with respect to each issuer. To the extent TexSTAR invests in money market mutual funds, TexSTAR Participants will bear a proportionate share of both TexSTAR's fees and expenses and those of the money market mutual fund.

- **Market Risk.** Market risk is the potential for a decline in market value generally due to, but not limited exclusively to, rising interest rates. For example, a bond or other security issued or backed by the United States government is guaranteed only as to

the timely payment of interest and principal; its market price on any given day is not guaranteed and will fluctuate in value as market perceptions, market conditions and interest rates change. In general, the market value of a bond varies inversely with interest rates. If interest rates rise, then market values fall. If interest rates fall, then market values rise. Also, the volatility and related market values typically fluctuate more for longer-term securities than for shorter-term securities.

Restrictions on dollar weighted average maturity and maximum stated maturity for the Fund are used in an attempt to minimize certain market risks. TexSTAR's investment manager will maintain the dollar weighted average maturity of the Fund at sixty (60) days or less, and the maximum stated maturity for any obligation of the United States, its agencies or instrumentalities in the TexSTAR Cash Reserve Fund portfolio is limited to 397 days for fixed rate securities and 24 months for variable rate notes. TexSTAR will seek to maintain a stable \$1.00 net asset value (NAV) per unit (rounded to the nearest whole cent). The Co-Administrators have policies and procedures in place to monitor the Fund's NAV. These limitations are designed to attempt to minimize market risk. It must be noted that the value of the TexSTAR Cash Reserve Fund portfolio is dependent on timely receipt of principal and interest payments from the issuers of the respective investment securities. Any delays or failures in receipt of payments can and will have detrimental effects on the value of the Fund's portfolio and may cause loss of principal and interest to any Participant.

## Administration of TEXSTAR

- **TEXSTAR Board.** By executing and submitting an application to open an account, a Participant designates the Board as its agent for investing deposited funds. The Board holds legal title to all money, investments, and assets and has the authority to employ personnel, contract for services, and engage in other administrative activities necessary or convenient to accomplish the objectives of TEXSTAR.

The business and affairs of TEXSTAR are managed by the Board in accordance with its bylaws (the "*Bylaws*"). The Bylaws set forth procedures governing the selection of, and action taken by, the Board. Board oversight of TEXSTAR is maintained through various reporting requirements.

The Bylaws provide for a five-member Board consisting of three representatives of Participants and one member employed by each co-administrator or an affiliate. Board members serve for staggered three-year terms. Replacement Board members (other than the co-administrator representatives) are appointed by the Board or may be elected by the Participants in accordance with the Bylaws. Board members serve without compensation but are entitled to reimbursement of reasonable out-of-pocket expenses incurred in the performance of Board duties. The names, terms, and affiliations of Board members are listed on the TEXSTAR website.

- **Investment Management.** TEXSTAR's Board has adopted (and will review and revise at least annually) a list of brokers that are authorized to engage in investment transactions with TEXSTAR.

A qualified representative of TexSTAR's investment manager must certify that the investment manager has received and reviewed the TexSTAR Investment Policy and the investment manager has implemented reasonable procedures and controls in an effort to preclude investment transactions that are not authorized by the TexSTAR Investment Policy, except to the extent that this authorization requires interpretation of subjective investment standards.

The investment manager may dispose of securities without regard to the time they have been held when such actions, for defensive or other Fund management reasons, appear advisable. Investments may be sold by one Fund to another Fund at prevailing market prices.

All securities purchased on behalf of TexSTAR must be delivered versus payment to the custodian bank for TexSTAR. All book entry securities, whether purchased outright or under repurchase agreements, shall be held in a custodial account at the Federal Reserve Bank. All securities not held in book entry form shall be held by the Custodian or its agent. Third party institutions must issue original safekeeping receipts to the Custodian. The Custodian shall keep accurate records reflecting TexSTAR's ownership of the securities. Money market fund accounts must be in the name of TexSTAR.

- **Ratings.** In compliance with Section 2256.016(h) of the Public Funds Investment Act, TEXSTAR will operate to maintain a AAA, AAA-m or equivalent rating for the Fund from at least one nationally recognized rating agency. As of the date hereof, the Fund was rated AAAm by Standard and Poor's Rating Service. An explanation of the significance of such rating may be obtained from Standard & Poor's at 1221 Avenue of the Americas, New York, New York 10020. Promptly upon notice, TEXSTAR will post on its website any change to the Fund's rating.
- **Determination of Net Income and Net Asset Values.** The net interest income of the Fund shall be determined each business day, and consists of (i) the sum of (a) interest accrued, (b) discount earned (including both original issue and market discount), and (c) realized capital gains (amortized over a period not to exceed 30 days) less (ii) the sum of (a) amortization of premium, (b) the estimated expenses of the Fund applicable to that distribution period, and (c) realized capital losses (amortized over a period not to exceed 30 days). All net income of the Fund so determined is declared as earnings to Participants each day. Earnings accrue throughout the month and are distributed as of the close of business on the last business day of the month. On the first business day of the following month, the earnings are reinvested as additional Units at the current Net Asset Value (expected to be \$1.00), unless the Participant has elected to have them paid out. If the entire balance in an account is withdrawn during the month, the accrued distributions will be paid on or before the first business day of the following month.

The Net Asset Value per Unit of the Fund is calculated each business day by adding the amortized book value of the Fund's securities and other assets, deducting accrued expenses and arrearages, and dividing by the number of Units outstanding. The result of this computation will be rounded to the nearest whole cent.

- **Valuation of TexSTAR Assets.** The objective of the TexSTAR Cash Reserve Fund is to maintain a stable value of \$1.00 per unit (rounded to the nearest whole cent).

Although all securities in the Fund are marked to market daily using the fair value method, amortized cost, which generally approximates the market value of securities, is utilized. The Board, in its discretion, may elect to cease utilizing amortized accounting and to commence utilizing the fair value method at any time. To the extent that the Board elects to utilize a net asset value per share determined by using available market quotations in lieu of amortized accounting, the Fund will reflect market fluctuations and any unrealized gains and losses resulting from those fluctuations on a daily basis.

If, upon a daily calculation, the investment manager finds that the deviation between the amortized cost and market-determined values or the deviation between market-determined values and \$1.00 per unit of the Fund's assets exceeds \$0.0030, it shall promptly notify the Board. In the event that the deviation of market-determined values from amortized cost or \$1.00 per unit exceeds \$0.0040, the Board shall direct the investment manager to take such action, if any, as it determines is necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing Participants. Notwithstanding the foregoing, absent contrary instructions from the Board, the investment manager shall cause the subject investments to be sold promptly to attempt to bring the deviation back within the desired value band. However, the \$1.00 per unit value is not guaranteed or insured by TexSTAR or the co-administrators. There can be no assurance that the Fund will maintain a stable net asset value of \$1.00.

- **Ethics and Conflicts of Interest.** Each Co-Administrator is required to maintain a code of ethics which requires its employees working with TexSTAR to place the interests of TexSTAR before their personal interests and to avoid any actual or potential conflicts of interest. Each Co-Administrator must promptly report any material non-compliance with such requirements to the Board.

JPMIM acts as a fiduciary when providing investment management services to TexSTAR. JPMIM may order the purchase of investments from either itself, HTS, or their affiliates only on terms and conditions approved by a majority of the Participant members of the Board.

JPMIM has provided the following disclosures concerning its practices:

JPMIM and/or its affiliates ("JPMorgan Chase") perform investment services, including rendering investment advice, to varied clients. JPMIM, JPMorgan Chase and its or their directors, officers, agents, and/or employees may render similar or differing investment advisory services to clients and may give advice or exercise investment responsibility and take such other action with respect to any of their other clients that differs from the advice given or the timing or nature of action taken with respect to another client or group of clients. It is JPMIM's policy, to the extent practicable, to allocate, within its reasonable discretion, investment opportunities among clients over a period of time on a fair and equitable basis. One or more of JPMIM's other client accounts may at any time hold, acquire, increase, decrease, dispose, or otherwise deal with positions in investments in which another client account may have an interest from time-to-time.

JPMIM, JPMorgan Chase, and any of its or their directors, partners, officers, agents or employees, may also buy, sell, or trade securities for their own accounts or the

proprietary accounts of JPMIM and/or JPMorgan Chase. JPMIM and/or JPMorgan Chase, within their discretion, may make different investment decisions and other actions with respect to their own proprietary accounts than those made for client accounts, including the timing or nature of such investment decisions or actions. Further, JPMIM is not required to purchase or sell for any client account securities that it, JPMorgan Chase, and any of its or their employees, principals, or agents may purchase or sell for their own accounts or the proprietary accounts of JPMIM, or JPMorgan Chase or its clients.

JPMIM and its related persons may recommend securities to clients that JPMIM and its related persons may also purchase or sell. As a result, positions taken by JPMIM and its related persons may be the same as or different from, or made contemporaneously or at different times than, positions taken for clients of JPMIM. As these situations may involve potential conflicts of interest, JPMIM has adopted policies and procedures relating to personal securities transactions, insider trading and other ethical considerations. These policies and procedures are intended to identify and mitigate actual and perceived conflicts of interest with clients and to resolve such conflicts appropriately if they do occur. The policies and procedures contain provisions regarding preclearance of employee trading, reporting requirements and supervisory procedures that are designed to address potential conflicts of interest with respect to the activities and relationships of related persons that might interfere or appear to interfere with making decisions in the best interest of clients, including the prevention of front-running. In addition, JPMIM has implemented monitoring systems designed to ensure compliance with these policies and procedures.

- **Fees and Expenses.** In return for contracted service, TEXSTAR has agreed to pay service fees to the co-administrators and custodian totaling 12 basis points per year, calculated daily on the total fund balances. The co-administrators may, but are not obligated to, waive all or a portion of their fees at their discretion at any time. The current management fee assessed is 6 basis points. The service fees cover all normal services provided to the Board by the co-administrators, the custodian and the transfer agent. Additional expenses required to attain TEXSTAR objectives and conduct on-going operations will be incurred by TEXSTAR. These include expenses for independent auditors, legal representation, liability insurance, board meeting attendance, and ratings.

The TEXSTAR service fee and other expenses are deducted from the gross interest earnings daily and charged monthly. There is no direct reduction to the Participant's principal account related to the payment of fees and expenses, but only the remaining net income after deduction of the applicable fees and expenses is credited to the Participant's account. All TEXSTAR rates are quoted net of fees and expenses. There are no hidden costs or additional reductions to Participants' accounts. In the event a Fund does not earn adequate interest income and profits to cover allocable expenses and fees for a given month or period, the deficit will be carried over to future months or periods when adequate income and profits have been received.

- **Liability.** TEXSTAR directors and officers will not be liable for (and TEXSTAR earnings may be applied to indemnify them against) loss and liability that may arise

from or in connection with any of their acts or omissions, including acts and omissions caused by their negligence, to the extent permitted by law.

## Participation in TEXSTAR

Participation in TEXSTAR is limited to eligible governmental entities that have authorized, executed, and submitted an application to participate in TEXSTAR.

- **Eligibility to Invest.** Only eligible local governments and agencies of the State of Texas may become Participants. Eligible local governments include any municipality, school district, county, special district, junior college district, or other legally constituted political subdivision of the State or a combination of political subdivisions (e.g., a combination by means of an interlocal agreement). Eligible state agencies generally include any office, department, commission, board or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities.
- **Establishment of Accounts.** To participate in TEXSTAR, an eligible local government or state agency must duly authorize, complete, execute, and submit an application for participation. By executing and submitting an application, a Participant agrees to the terms and conditions governing TEXSTAR as well as its Bylaws, Investment Policy, and Operating Procedures. Application forms (including forms of authorizing resolutions) may be obtained from TEXSTAR Participant Services. In their applications, Participants must designate authorized representatives who have authority to transfer funds for investment, to withdraw funds, to issue letters of instructions, and to take all other actions necessary or appropriate for the investment of funds in TEXSTAR. A Participant must also provide a separate bank information sheet for each account and sub-account, signed by two authorized Participant representatives unless otherwise permitted by the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of account(s), deposits to and withdrawals from TEXSTAR, and related information. A copy of the Operating Procedures may be obtained from TEXSTAR Participant Services.
- **Amendments.** The Board may amend the TEXSTAR terms and conditions, Bylaws, Investment Policy, and Operating Procedures. It must give Participants at least 30 days advance notice of each amendment. Participants are deemed to have accepted the amendments unless they withdraw from TEXSTAR before the amendments are effective.

## Summary of Operating Procedures

Deposits to and withdrawals from TEXSTAR may be made by wire transfer or automated clearinghouse (ACH) transfer according to established operating procedures. Excerpts from the current Operating Procedures are provided below.

- **Wire Transfers.** Wire transfer requests will be executed on the same day as initiated if requested in accordance with the daily transaction deadlines for the pool.

TEXSTAR must be notified of any wire transaction requests by **4:00 p.m. CST** if using the pool's internet transaction system or by **3:30 p.m. CST** when contacting a Participant Services Representative. All incoming wire deposits must be received by **4:00 p.m. CST**, to earn interest for that day. In addition, any wire deposits received after **4:00 p.m. CST** will not be invested until the following business day. Outgoing wire transfers from TEXSTAR received by the transfer agent by 10:30 a.m. are typically sent for processing between 12:00 noon and 12:30 p.m. central time. Some delay may occur, depending on unforeseen circumstances, including, but not limited to, delays or failures unrelated to TEXSTAR.

TEXSTAR reserves the right to suspend the right of withdrawal or to postpone the date of payment in the event that the Federal Reserve is closed other than for customary weekend and holiday closings, in the event of a general suspension of trading in any securities market which affects TEXSTAR operations, or if, in the opinion of the Board, an emergency exists so that the disposal of TEXSTAR's securities or determination of its net asset value is not reasonably practical.

TEXSTAR will process deposits and withdrawal requests only on the days the Federal Reserve is open for business. TEXSTAR may also be closed or have limited trading hours on any Friday preceding or Monday following a weekend, which includes a national holiday provided that notice has been given to Participants at least 30 days prior to such a day, or whenever The Bond Market Association recommends that markets for fixed income securities close.

- **Automated Clearing House (“ACH”) Transfers.** ACH transaction requests will be executed on the business day following the date the transaction was initiated if requested in accordance with the daily transaction deadlines for the pool. TEXSTAR must be notified of any next day ACH transaction requests by **4:00 p.m. CST** if using the pool's internet transaction system or by **3:30 p.m. CST** when contacting a Participant Services Representative for all ACH transfer activity, one day prior to the actual settlement of the funds. ACH transfer withdrawals are sent in accordance with the prearranged Participant information as provided on the bank information sheet corresponding to that specific TEXSTAR account or subaccount. In the event of an ACH rejection, TEXSTAR will contact the Participant to confirm the rejection. TEXSTAR will credit/debit the Participant's account accordingly.
- **Account to Account Transfers.** Funds may be transferred between TexSTAR accounts in the same Fund without transferring the money to the Participant's local bank. Transactions transferring funds between accounts will be executed as of the close of business on the same day as initiated, if received by the deadline. TexSTAR must be notified of any same day interaccount transaction activity by **4:00 p.m. CST** if using the pool's internet transaction system or by **3:30 p.m. CST** when contacting a Participant Services Representative.
- **Methods of Notification.** Participants may notify TEXSTAR of wire transfer or ACH activity by:
  - a. Internet access system; or
  - b. Verbal notification to a TEXSTAR Participant Services representative followed by a fax confirmation.

- **Reports.** A Participant's monthly statement will be mailed within the first five (5) business days of the respective succeeding month. The monthly statement will include a detailed listing of the balance in the Participant's accounts as of the date of the statement; all account activity for the previous month, including deposits and withdrawals; daily and monthly yield information; and any special fees and expenses charged to the Participant. Additionally, copies of the Participant's reports will be maintained and made available for a minimum of three prior TEXSTAR fiscal years in either physical or electronic form.

A complete copy of the TEXSTAR Operating Procedures may be obtained by contacting TEXSTAR Participant Services.

**March 2020**



**City Council Agenda  
July 20, 2023**

**Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action to participate in the Texas Short Term Asset Reserve Program (TexSTAR).

**Background Information:**

Texas Short Term Asset Reserve Program (TexSTAR) is a local government investment pool organized under the authority of the Interlocal Cooperation Act, chapter 791, of the Texas Government Code, and the Public Funds Investment Act, chapter 2256, of the Texas Government Code. The pool was created in April 2002 through a contract among its participating governmental units, and is governed by a board of directors to provide for the joint investments of participant's public funds and funds under their control. TexSTAR's policy seeks to invest pooled assets in a manner that will provide for preservation and safety of principal and competitive investment return while meeting the daily liquidity needs of the participants by utilizing economies of scale and professional investment expertise. The TexSTAR Cash Reserve Fund is rated AAAM by S&P Global which is the highest principal stability fund rating assigned. J.P. Morgan Investment Management Inc. has served as investment adviser since inception.

**Financial Information:**

Participation in TexSTAR will result in increased interest income. For the month of May 2023, the City earned interest at a rate of 3.04%. The average rate of interest with TexSTAR for the same month was 5.0471%.

**City Contact and Recommendations:**

Marcie Freelen, Finance Director

Staff recommends approval of TexSTAR participation.

**Attachments:**

1. Blank TexSTAR Application (Resolution)

2. TexSTAR Information Statement
3. TexSTAR Investment Policy

*Item 7.*



**City Council Agenda  
July 20, 2023**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on approving revisions to the Volunteer Firefighters Nominal Fee Distribution Policy.

**Background Information:**

Per the Fair Labor Standards Act (FLSA), for a volunteer firefighter to maintain their volunteer status, the individual must receive no compensation or only receive reimbursement for paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered.

To comply with the Fair Labor Standards Act (FLSA), we need to revise the current pay policy for volunteer firefighters. The proposed new policy defines the nominal fee being distributed to volunteer firefighters. This fee is not meant to substitute for wages and is not tied to productivity. It also complies with the Department of Labor (DOL) 20 percent rule meaning the nominal fee does not exceed 20 percent of what would be paid to a full-time paid firefighter performing comparable services.

This new revision will be added to the employee handbook and will be maintained by Human Resources.

**Financial Information:**

The revised fee schedule will be less cumbersome to track making monthly reports much easier to calculate.

**City Contact and Recommendations:**

Brittany Grounds, Staff recommends approval of revisions to the Volunteer Firefighters Nominal Fee Distribution Policy.

**Attachments:**

- Current Volunteer Staff Benefits (Fire Department Policy)
- Revised Volunteer Firefighters Nominal Fee Distribution Policy (with new format)



JOSHUA FIRE DEPARTMENT  
ADMINISTRATIVE POLICY  
**VOLUNTEER STAFF BENEFITS**

Fire Chief Signature

100.04  
Effective: 08/01/2020  
Revised: 01/11/2021  
Revised: 05/01/2022

Item 8.

**OVERVIEW**

The City of Joshua recognizes that volunteerism is a valuable asset and as such desires to offer benefits to its non-paid staff for participation in emergency and non-emergency activities. Volunteerism is a self-rewarding activity and as such these benefits are designed to be supplemental to the personal sense of accomplishment that each individual receives through service to the community and simultaneously reimburse the member for their expenses associated with emergency response.

**IRS TAX REQUIREMENTS**

*Emergency Response Pay* and *Shift Pay* will not be subject to IRS tax withholding by the City. An IRS form 1099 will be issued to anyone whose earnings exceed an annual amount of \$600. Personnel are personally responsible for paying any federal taxes owed.

**EMERGENCY RESPONSE PAY**

Personnel, who are approved for emergency response, shall receive pay for each emergency incident to which they respond from Station-77 or from home. Personnel must attend a minimum of 50% of monthly training classes to receive Emergency Response Pay (ERP). ERP shall be paid independently of Shift Pay. There are no minimum or maximum limits on call volume. ERP shall be based upon the following per-incident pay scale.

Structure Fire – with structural involvement	\$30.00
Grass Fire	\$20.00
All other Incidents – including good intent & cancelled	\$6.00

Personnel must respond to an incident in order to receive ERP. Standbys at the station, during emergency incidents, do not qualify for ERP unless the standby is due to a response to the station for an emergency, whereby the member is “stranded.” Personnel, who respond to the station for an emergency incident, and are then “stranded” at the station, shall receive ERP for that incident at the non-structure/grass fire rate of \$6.00. Mer presence at the station, such as during weekly training, does not qualify for ERP, unless the individual responds to an incident

**SHIFT STIPEND**

Personnel shall be reimbursed for time expended on shift activities. Shift activities include emergency response, training, and various other firefighting related duties. Personnel must attend a minimum of 50% of monthly training classes to receive Shift Stipends and must sign-up using the Online Calendar Scheduling system in order to receive credit. Time spent on emergency responses will be included as a shift stipend.

	<p style="text-align: center;">JOSHUA FIRE DEPARTMENT ADMINISTRATIVE POLICY <b>VOLUNTEER STAFF BENEFITS</b></p> <p style="text-align: center;"><i>Thomas Antipis</i> Fire Chief Signature</p>	<p>100.04 Effective: 08/01/2020 Revised: 01/11/2021 Revised: 05/01/2022</p>
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Item 8.

Personnel may sign up for shift duty as either Driver, Officer or Firefighter positions, but not more than one position on the same shift. However, personnel may fulfill one or more of these positions simultaneously. Personnel receive a stipend at the rate commensurate with their highest level of assigned responsibility. The minimum shift duty hours is one (1) hour. The maximum amount of shift duty hours, reimbursed, will be 150 in any month. Members may schedule shifts in four (4) hour increments. Full shift stipends are paid regardless of the number of hours worked in a shift, provided that at least 50% of the last four (4) hour increment is worked.

**Stipend per Shift**

Shift Length	Firefighter	Driver & Officer
1-4	\$15	\$20
5-8	\$25	\$30
9-12	\$35	\$40
13-16	\$45	\$50
17-20	\$55	\$60
21-24	\$65	\$70

**RECRUITING INCENTIVE**

The Joshua Fire Department recognizes that 24-hour response to emergencies, is paramount to successful community protection. Prompt response can significantly affect the outcome of an emergency. Therefore, Joshua residents will be the primary, but not the sole, focus of Department recruiting efforts, which will hopefully yield individuals who can provide a 24-hour response to emergencies.

The following incentives will be paid to personnel who directly recruit a non-experienced or experienced Joshua residents and/or a certified firefighter who then becomes a successful, active member of the department.

The recruited candidate must successfully complete required candidate training for response to emergency incidents and maintain participation requirements during their first year of membership. Includes completion of County required hours and EMR training. Personnel must request a Recruiting Incentive in writing.

	<b>Resident</b>	<b>Non-resident</b>	<b>Cert Firefighter</b>
6 month anniversary	\$500.00	\$250.00	Add \$100.00
1 year anniversary	\$500.00	\$250.00	Add \$100.00

**MENTORSHIP OF RECRUITS**

	<p style="text-align: center;"> <b>JOSHUA FIRE DEPARTMENT</b>  <b>ADMINISTRATIVE POLICY</b>  <b>VOLUNTEER STAFF BENEFITS</b> </p> <p style="text-align: center;">   Fire Chief Signature </p>	<p>100.04  Effective: 08/01/2020  Revised: 01/11/2021  Revised: 05/01/2022</p>
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Item 8.

Personnel who recruit individuals for membership are encouraged to mentor their recruits. New personnel often feel lost in an organization. It is important that we make our new personnel feel welcomed, respected, and wanted.

The simple act of calling a new member and inviting them to participate in station duties with their mentor can mean the difference between losing a new, possibly discouraged, member and establishing a firm foundation upon which they can build their firefighting experience and career.

**QUARTERLY PARTICIPATION RECOGNITION**

Each annual quarter a firefighter will be recognized for outstanding emergency response participation. The firefighter will be selected according to the highest number of emergency responses during that quarter. Annual quarters will begin on January 1. Recognition will be comprised of a letter of recognition and a department purchased item of appreciation.

Officers are excluded from this recognition award.

## City of Joshua Personnel Policies and Procedures

### Section 10: Volunteer Firefighters

#### 10.1 Volunteer Firefighters Nominal Fee Distribution Policy      Origination June 13, 2023

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Volunteer firefighters are not employees of the City of Joshua. However, the City of Joshua recognizes that volunteer firefighters are a valuable asset and, as such, offers a nominal fee program to offset expenses associated with participating in volunteer firefighting activities.

##### A. NOMINAL FEE SCHEDULE

Volunteer firefighters shall be reimbursed a nominal fee for time expended on shift activities. Shift activities include emergency responses, training, and other firefighting-related duties performed throughout their shift. Volunteer firefighters must utilize the online calendar scheduling system to sign up for their shifts.

Volunteer firefighters are scheduled in four (4) hour-shift increments. Volunteer firefighters must work the entire scheduled shift to receive their nominal fee payment. Volunteer firefighters will receive \$16.00 for each 4-hour shift they work.

**Volunteer firefighters who work less than a 4-hour shift will not receive a nominal fee benefit.**

##### B. FEE DISTRIBUTION & IRS TAX WITHHOLDING

The Fire Department shall submit monthly or quarterly invoices to accounts payable for fee distribution.

Nominal fees will be distributed through accounts payable and are not subject to IRS tax withholding. An IRS form 1099 will be issued to anyone who receives a nominal fee distribution exceeding \$600 in a calendar year.

##### C. FAILURE TO MAINTAIN HOURS

Failure to maintain 30 hours of participation in two consecutive months shall result in the member being removed from active duty and placed on suspension.



**City Council Agenda  
July 20, 2023**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on approving an agreement between the City of Joshua and Johnson County for election services and authorizing the city manager to sign all necessary documents. (Staff Resource: A. Holloway)

**Background Information:**

Since the bond committee has made the recommendation of having a November Election similar to the May election, the City Secretary has reached out to Johnson County Elections Department and started the process of contracting for their services. (Just in case an election is called)

If an election is called for November, the City Secretary’s Office does not have the staff or equipment to meet the November Election Requirements. Attached is a contract from the Johnson County Election Department. The contract would require the City Secretary to process all the legal notices, publications, ballots, etc. The county would provide the equipment, judges, clerks, etc.

There are a few options to be considered. If we contract with the county, the election administrator would serve as the early voting clerk. That means that her office would serve as the early voting location. We have the option to have a second location, one inside city limits. The quote below includes two early voting locations, one being inside city limits.

Joshua ISD has asked if we would like to share early voting locations if they do in fact call an November Election. This would be the councils decision.

Below are three options for early voting:

- 1) Early voting only at the election office in Cleburne
- 2) Early voting in Cleburne and Joshua, shared with JISD
- 3) Early voting in Cleburne and Joshua, different location from JISD

**Financial Information:**

The maximum cost would be \$21,509.95. As other cities calls their election and contracts with the county, some of the items will be shared and will bring

**City Contact and Recommendations:**

**Attachments:**

1. Agreement with exhibits

**ELECTION AGREEMENT  
FOR JOHNSON COUNTY AND CITY OF JOSHUA  
NOVEMBER 7, 2023**

**THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2023, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and CITY OF JOSHUA, acting by and through its Mayor or his designee (hereinafter referred to as "CITY").**

**WHEREAS, the COUNTY will be conducting the "CITY" General/Special Election on November 7, 2023 for registered voters of Johnson County, Texas residing within City; and**

**WHEREAS, pursuant to Sec. 31.093, Texas Elections Code, the County Elections Administrator is required to enter into a contract with CITY to conduct and furnish election services for this November 7, 2023 General/Special Election of CITY: and**

**WHEREAS, CITY desires that the Johnson County Elections Administrator conduct and coordinate this election; NOW THEREFORE,**

**FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election on November 7, 2023 from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election to be conducted pursuant to the terms of this agreement.**

**I. AGREEMENT**

**GENERAL TERMS:**

- 1.01 On November 7, 2023, the election shall be held from 7:00 AM until 7:00 PM, that day, at the location listed on Exhibit B.
- 1.02 The political subdivision participating in the election on November 7, 2023, shall have and use the election Judges and ES&S AutoMark voting equipment.

## II. JOHNSON COUNTY

- 2.01 The COUNTY agrees to coordinate, supervise, and conduct the Election, pursuant to the provisions of the Texas Election Code unless specifically provided otherwise in this Agreement with the understanding that the Election is only for the registered voters of Johnson County, Texas residing within the CITY
- 2.02 The Elections Administrator shall perform the following duties:
- a. Designate voting locations and contact the owners or custodians of public (or if unavailable, private) buildings and arrange for their use. Such voting locations shall be furnished to CITY as soon as possible.
  - b. Appoint, notify, and train the presiding judges and alternate judges and clerks. The names and addresses of each judge and alternate judge and clerk shall be furnished to the CITY at a later date.
  - c. Compensate election judges, alternate judges and clerks.
  - d. Transport voting equipment to and from each polling location.
  - e. Rent, if necessary, voting locations.
  - f. Provide lists of registered voters to the election judges.
  - g. Preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement.
  - h. Publish notice of the date, time, and place of the testing of the electronic tabulation equipment and conduct such testing.

## III. EARLY VOTING AND ELECTION DAY VOTING

- 3.01 Early Voting by Personal Appearance
- a. The Elections Administrator, Patty Bourgeois shall serve as Early Voting Judge for the CITY General/Special Election and other judges and clerks shall be appointed by her as needed.

- b. Early Voting by personal appearance shall be conducted at the location listed on Exhibit A. All eligible voters in the City of Joshua may vote early at the Elections Office; 103 S. Walnut St, Cleburne, Texas 76033.
- c. Early Voting by personal appearance will begin on October 23, 2023, and will end on November 3, 2023. There will be no early voting on Saturdays, Sundays, or legal holidays, unless otherwise agreed to by the parties.
- d. Temporary extended hours at those sites listed as in sec: 85.005 of the Election Code.

### 3.02 Early Voting By Mail:

- a. The COUNTY shall be responsible for early voting ballot requests by mail.
- b. CITY shall forward any requests by mail applications to the COUNTY.
- c. The COUNTY shall be responsible for all preparation of mail ballots including mailing ballot to voter.

### 3.03 The Ballot Board Judge for the CITY shall be as designated by the COUNTY. The Early Voting Ballot Board's duties will include:

- (1) Serve as Signature Verification Committee
- (2) Prepare the mail ballots for tabulation.
- (3) Convene to count provisional ballots and late ballots from out of the country, if any. (7<sup>th</sup> day or earlier after Election Day).

### 3.04 Election Day Voting:

The COUNTY shall be responsible for the following:

- a. Procure, prepare, and distribute supplies and the ES&S AutoMark and other election equipment for personal appearance on Election Day.
- b. Procure, prepare, and distribute Election Day supplies, tables, chairs if needed, and equipment, including ballots.
- c. Supervise the handling and disposition of election returns, tabulate unofficial returns, and assist in preparing the tabulation for the official canvass.
- d. Prepare the canvass report after all precincts have been counted and make available a copy of the appropriate part of the tabulation report.

- e. Conduct the manual count.
- 3.05 Serve as custodian of election records and store election records as provided by Section 66.058 of the Texas Election Code for a period of 22 months.

#### IV. CITY

CITY shall have the following responsibilities in conducting this election on November 7, 2023

- 4.01 Prepare any election orders, resolutions, notices, writ of election, and other pertinent documents for adoption for execution by the appropriate officer; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.
- 4.02 Prepare and publish information for the required election notice.
- 4.03 Deliver to the Elections Administrator the official wording, including Spanish translation, to be printed on the optical scan ballot. All documents must be delivered to the County Elections office by the 21<sup>st</sup> day of August 2023. If the documents are not received by the above date this Election Agreement will be terminated and County will have no obligations regarding the above referenced election.
- 4.04 Approve final optical scan ballot wording for content, form, and spelling.
- 4.05 Prepare and publish the Notice of Election, which is the required and described method of giving notice in accordance to Texas Election Code (Sec 4.003(a) (1).
- 4.06 Provide maps and other reference guides.
- 4.07 Assist the Election Administrator with providing Election Personnel.
- 4.08 Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 3<sup>rd</sup> and 11<sup>th</sup> day following the election.

## V. PAYMENT FOR SERVICES

- 5.01 In consideration for the services and expenses provided by the County for conducting this election, the County shall be reimbursed for the optical scan ballots, ballot layout, media, coding the ES&S AutoMark equipment, M650 optical scan equipment, voting supplies, Election Judges, Clerks, Central Count, Ballot board, a 10 % administration fee, and any other expenses listed on Exhibit C.
- 5.02 Should a recount be required, those costs associated with the recount, if any, shall be in accordance with the provisions of the Texas Election Code.
- 5.03 The official for parties to contact for all purposes shall be listed at the end of the Agreement. All notices and other deliveries under the Agreement shall be delivered to said individual so listed.

## VI. RUN-OFF ELECTION

- 6.01 In the event there is a run-off election, this Agreement shall be extended for the time necessary to conduct the run-off election and the CITY and COUNTY agree to continue to perform their respective responsibilities as set forth in this Agreement as are applicable to a run-off election. CITY will be responsible for any and all additional costs associated with the run-off election incurred by COUNTY. Any additional costs owed to COUNTY by CITY will be invoiced by COUNTY and CITY agrees to pay said invoiced amount within thirty (30) days of receipt of the invoice from COUNTY.

## VII. TERMINATION IF ELECTION IS CANCELED

- 7.01 In the event that the election is canceled due to all candidates being unopposed, County and CITY agree that this Agreement will be terminated and CITY will owe a cancellation fee of \$75.00 to be paid by CITY within thirty (30) days of said cancellation.

**ACCEPTANCE:**

On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**Patty Bourgeois**  
**Elections Administrator**  
**Johnson County, Texas**

On behalf of City of Keene, I hereby accept the terms of this Agreement.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**IN WITNESS WHEREOF**, the above Agreement was adopted at a meeting of the Commissioner’s Court of Johnson County on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**COUNTY OF JOHNSON**

\_\_\_\_\_  
**County Judge**  
**Johnson County Commissioners**  
**Court**

**Officials for notice:**  
**Patty Bourgeois**  
**Elections Administrator**  
**Johnson County**  
**P.O. Box 895**  
**Cleburne, Texas 76033**

**Scott Kimble, City of Joshua**  
**Mayor**  
**101 South Main St.**  
**Joshua, Texas 76058**

COST OF SERVICE. City of Joshua shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. City of Joshua will be liable to pay all the expense that have endured; and a 10% administration fee.

**CITY OF JOSHUA: 2023 NOVEMBER 7th NO WEEKENDS**

**Contracted Election with Johnson County/Separate Ballots 2 EV & 2 ED Location.**

**Pct. 2, 12, 13, 29, & 31**

<b>1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL</b>	<b>Estimated Cost</b>
<u>(X) Rental M650 Optical Scanner</u>	\$500.00
<u>(X) Rental ES&amp;S Auto-Mark for HAVA</u>	\$1,050.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count &amp; Auto-marks</u>	\$1,500.00
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$3,500.00
<u>(X) Publish Notice of Tabulation Test</u>	\$75.00
<u>(X) Building Rental</u>	\$300.00
<b>2. CENTRAL COUNT EXPENSES</b>	
<u>(X) CC Station Manager</u>	\$62.50
<u>(X) Tabulation Supervisor</u>	\$75.00
<u>(X) Assistant Tabulation Supervisor</u>	\$75.00
<u>(X) Assistant Tabulation</u>	\$50.00
<u>(X) CCS Judge</u>	\$37.50
<u>(X) CCS Alt. Judge</u>	\$37.50
<u>(X) Early Voting Ballot Board Judge</u>	\$240.00
<u>(X) Early Voting Ballot Board Alt. Judge</u>	\$208.00
<u>(X) Early Voting Ballot Board Personnel</u>	\$416.00
<u>(X) Provisional/Late Ballot Board Judge</u>	\$30.00
<u>(X) Provisional/Late Ballot Board Alt. Judge</u>	\$26.00
<u>(X) Provisional/Late Ballot Board Clerks</u>	\$52.00
<u>(X) Security</u>	\$180.00
<b>3. ESTIMATED EARLY VOTING COSTS</b>	
<u>(X) Judge’s Kit Early Voting</u>	\$100.00
<u>(X) Ballot by Mail JOC</u>	\$500.00
<u>(X) Early Voting Judge</u>	\$3,150.00
<u>(X) Early Voting Alt. Judge</u>	\$2,730.00
<u>(X) Early Voting Clerks</u>	\$2,600.00
<u>(X) Early Voting Mileage Reimbursement</u>	\$100.00
<u>(X) Early Voting Pick up &amp; delivery fee</u>	\$50.00

**4. ESTIMATED ELECTION DAY COSTS**

<u>(X) Judge's Kit Election Day</u>	\$100.00
<u>(X) Election Day Judge</u>	\$480.00
<u>(X) Election Day Alt. Judge</u>	\$416.00
<u>(X) Election Day Clerks</u>	\$364.00
<u>(X) Election Day Pick up &amp; delivery fee</u>	\$50.00
<u>(X) Supplies</u>	\$500.00

Subtotal ..... \$19,554.50

**5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST**

10% of Subtotal \$1,955.45

**TOTAL COST ..... \$21,509.95**

**\* Per section: 7.01**

If the Election is canceled there will be a fee of \$75.00 to be paid by **CITY** within (30) days of said cancellation.

**EXHIBIT A**  
**CITY OF JOSHUA SPECIAL ELECTION**  
**NOVEMBER 7, 2023**  
**EARLY VOTING POLLING LOCATION**  
*(ELECCIÓN ESPECIAL CITY OF JOSHUA*  
*7 DE NOVIEMBRE DEL 2023*  
*CENTRO PARA VOTACIÓN ADELANTADA)*

October 23, 2023 through November 3, 2023 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the November 7, 2023, City of Joshua Special Election is eligible for early voting by personal appearance.

Early voting by personal appearance will be conducted at the following location:

Monday, October 23, 2023 - Friday, October 27, 2023 hours: 8:00 am until 5:00 pm

Monday, October 30, 2023 - Friday, November 3, 2023 hours: 7:00 am until 7:00 pm

*(Del 23 de octubre de 2023 al 3 de noviembre de 2023 es el periodo de votación anticipada en persona (Art. 85.001) Cualquier votante calificado para votar en las Elecciones Especial de la Ciudad de Joshua del 7 de noviembre de 2023 es elegible para la votación anticipada en persona. La votación anticipada en persona se llevará a cabo en el siguiente lugar:*

*lunes, 23 de octubre del 2023 – viernes, 27 de octubre del 2023; horas: 8:00 am hasta 5:00 pm*

*lunes 30 de octubre del 2023 – viernes, 3 de noviembre del 2023; horas: 7:00 am hasta 7:00 pm.)*

**Excluding Weekend Hours:**

*(Excluyendo las horas de fin de semana:)*

**Voters may choose to vote in any one of the below locations regardless of where they reside in Johnson County.**

*(Los votantes pueden elegir votar en cualquiera de los siguientes lugares, independientemente de dónde residan en el condado de Johnson).*

**Comm. Pct. 1:**

**Main:**

*(Comisario, Recinto 1)*

Johnson County Elections

103 S. Walnut St.

Cleburne, Texas 76033

**EXHIBIT B**

**CITY OF JOSHUA SPECIAL ELECTION  
NOVEMBER 7, 2023  
POLLING LOCATIONS  
7:00am -7:00pm  
(ELECCIÓN ESPECIAL CITY OF JOSHUA  
7 DE NOVIEMBRE DEL 2023  
CENTROS DE VOTACIÓN)**

**2, 31**

**NorthPointe FBC of Joshua**  
*(NorthPointe PIB de Joshua)*  
2450 SW Wilshire Blvd.  
Burleson, Texas 76028

**12, 13, 29**

**Joshua Baptist Church**  
*(Iglesia Bautista de Joshua)*  
3231 SW Wilshire Blvd.  
Joshua, Texas 76058



**City Council Agenda  
July 19, 2023**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on board appointments.

**Background Information:**

There is currently one opening on the Type B EDC/ Parks Corportaiion. Ms. Kim Henderson has submitted her application for your consideration.

**Financial Information:**

NA

**City Contact and Recommendations:**

Alice Holloway, City Secretary

**Attachments:**

Application



**City of Joshua**  
101 S. Main Street, Joshua, TX 76058

**City Secretary's Office**  
(817) 558-7447 / Fax (817) 641-7526

**BOARD / COMMISSION APPLICATION FORM**

**Full Name:** Kimberly Ann Henderson

**Address:** [REDACTED] Joshua, Texas 76058

**Phone No.:** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** 50

**Occupation:** Retired

**Place of Employment:** Retired

**Employment Address:** [REDACTED]

**Voter Registration No.:** [REDACTED]      **Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Planning & Zoning Commission, Zoning Board of Adjustment, Type "B" Economic Development Corporation Board, Heritage Preservation Committee

**If you are interested in more than one board, What board is your preference:**

Type B

**Name:** Kim Henderson

**Date:** 06/29/2023



# Joshua Police Department



## June 2023

The police department began making some organizational changes in June. Colleen O’Hearn was transferred to the patrol division, creating a vacancy within criminal investigations. An assessment will take place in mid-July to select a new detective. An announcement to select a member of the police department to participate in the STOP Task Force was able made in June. A selection will be made in July to fill a position with the task force.

June saw an increase in activity to include, traffic stops, citations, and arrests, with a decrease in crashes. Officers are maintaining a high level of dispatched and self-initiated calls for service, resulting in the increase of the aforementioned activity.

## Operations

Category	June 2023	June 2022	2023 year to date
Dispatched Calls	264	255	1,391
Arrests	16	6	63
Crash Reports	2	2	27
Traffic Stops	710	509	3,030
Citations	395	138	1,466
Outside LE Agency Assist	20	14	67
Reports	65	45	283

## K9

K9 Camo was removed from service in June after becoming aggressive towards children and other animals. The department did not want to increase its liability exposure by retaining a canine who had become increasingly aggressive. The department did elect to continue with a K9 program and has begun the procurement process of obtaining a new canine trained in narcotics detection. The new canine will not be a shepherd breed but will be a breed more conducive to interaction with children and the community.

## Investigations

Category	June 2023	June 2022	2023 year to date
Crimes Against Persons	4	4	19
Property Crime (Thefts, Damage)	14	10	60
Other (Drug or Alch/Missing/Deceased)	47	31	174



# Joshua Police Department



Item 1.

## Code Enforcement

### Violations

High Grass & Weeds	17
Sign Violation	17
Accessory Building/Carport Violation	1
Overgrown Vegetation & Weeds	23
Unapproved Parking Surface	1
Outside Storage	1
Junk & Debris	1
RV Parking Regulations	1

## Training

Detective Sosebee attended training for her continued involvement with the Texas Crime Stoppers in Kerrville. The training was funded by Johnson County Crime Stoppers. Detective O’Hearn attended an interdiction class for missing and exploited children. Officers King and Smith attended an ALERRT First Responder breaching class. Officer Price began providing instruction on Brazilian Jiu-Jitsu to sworn personnel. The voluntary training is being provided to enhance our ability to provide safe and effective control techniques in dealing with combative subjects.

## Community Outreach

Event	Date
CPA Alumni Meeting	June 6 <sup>th</sup>
Family Crisis Center Open House	June 8 <sup>th</sup>
Tarrant Food Bank	June 8 <sup>th</sup>
Crime Stoppers	June 13 <sup>th</sup>



## Joshua Fire Department Monthly Activity Report

June 2023

### PERSONNEL & RECENT ACTIVITIES

Volunteer hours rose to 416 from 316 in May.

### EMERGENCY MANAGEMENT

All outdoor warning sirens are fully operational.

### FIRE MARSHAL'S OFFICE.

#### **FIRE INSPECTIONS**

In the month of June these inspections were completed.

InspectionType: All Types | Start Date: 06/01/2023 | End Date: 06/30/2023

ID	OCCUPANCY	DATE	INSPECTOR	INSP. RESULTS	NOTES
<b>Inspection Type: Annual</b>					
	Cypress Creek Apartments	06/01/2023	Noblitt, Gage	Correction Notice Issued	
DG01	Dollar General	06/01/2023	Noblitt, Gage	Passed	
SP01	Star Pawn	06/19/2023	Noblitt, Gage	Correction Notice Issued	
CAP	Cash America Pawn	06/19/2023	Noblitt, Gage	Correction Notice Issued	
VM2021	Vapor Maven	06/20/2023	Noblitt, Gage	Correction Notice Issued	
OR01	O'Reilly's #2423	06/20/2023	Noblitt, Gage	Correction Notice Issued	
Total # Inspections for: Annual: 6					
<b>Inspection Type: Certificate of Occupancy Inspection</b>					
	Lucky Paws Pet Specialist	06/06/2023	Noblitt, Gage	Correction Notice Issued	
	Lucky Paws Pet Specialist	06/26/2023	Noblitt, Gage	Passed	
JL-2021 - 17	Joshua Landing	06/29/2023	Noblitt, Gage	Passed	
JL-2021 - 18	Joshua Landing	06/29/2023	Noblitt, Gage	Correction Notice Issued	
JL-2021 - 19	Joshua Landing	06/29/2023	Noblitt, Gage	Correction Notice Issued	
JL-2021 - 20	Joshua Landing	06/30/2023	Noblitt, Gage	Passed	
JL-2021 - 21	Joshua Landing	06/30/2023	Noblitt, Gage	Passed	
JL-2021 - 18	Joshua Landing	06/30/2023	Noblitt, Gage	Passed	
JL-2021 - 19	Joshua Landing	06/30/2023	Noblitt, Gage	Passed	
Total # Inspections for: Certificate of Occupancy Inspection: 9					
<b>Inspection Type: Plan Review</b>					
	OH...WINEKNOT	06/26/2023	Noblitt, Gage		
Total # Inspections for: Plan Review: 1					
<b>TOTAL # INSPECTIONS: 16</b>					

#### **INCIDENT INVESTIGATIONS**

##### **6109 County Road 1023**

06/11/2023 20:31:33 Dispatched as a tree fire. Upon arrival of crews, it was found to be a power line arcing. Utilities were notified.

##### **6000 Running Brook**

06/12/2023 18:26:48 Fire Alarm Activation. Fire Crews arrived and found no smoke or fire. The alarm system had been activated. It is believed to have been a faulty smoke detector.

##### **500 Plum Street**

06/20/2023 04:48:50 Fire Alarm Activation. Dispatch advised that a passerby had called this in stating that the alarm had been going off. The alarm panel stated that there were multiple troubles and a Manual pull station activation. All the manual pulls were checked, and none were activated. JISD Maintenance arrived, and the system was discussed.

##### **500 Plum Street**

06/28/2023 10:29:39 Fire Alarm Activation. Dispatch advised this was called in by the alarm company, the alarm was a manual pull activation. While en route JISD Maintenance called me and stated they restored communication with the panel it was sending all the old alarms. Crews made scene. The system was discussed with maintenance and repairs were made later that day.

**EMERGENCY RESPONSE..**

JOSHUA FIRE DEPARTMENT EMERGENCY RESPONSE STATISTICS								
YEAR: 2023		MONTH: JUNE						
CITY INCIDENTS			June	YTD	COUNTY INCIDENTS		June	YTD
Fire, other	0	1	Building Fires	0	3			
Building Fires	0	3	Camper or recreational vehicle	0	1			
Fire in Structure other than Building	0	2	Brush and grass mixture fire	0	1			
Cooking Fire, confined to container	0	3	Grass Fires	0	2			
Trash/Rubbish Fire Contained	0	2	Outside Rubbish Fire	0	2			
Passenger vehicle fire	0	1	EMS-Exclude Vehicle acc W/Inj	25	114			
Natural Vegetation Fire, Other	0	2	MVA with Injuries	0	6			
Brush or brush and grass mixture	0	1	MVA no Injuries	4	8			
Grass Fires	0	1	Assist Invalid	5	12			
Outside Rubbish	0	1	Dispatch & Cancelled Enroute	1	11			
Outside rubbish, trash or waste fire	0	3	No incident found	1	1			
EMS call OTHER	0	1	Auth. controlled burning	0	3			
EMS - Exclude vehicle acc W/Inj	46	308	Smoke scare, odor of smoke	0	3			
MVA with Injuries	3	11	Lightning strike (no fire)	0	1			
MVA with No Injuries	2	20	<b>TOTAL COUNTY</b>	<b>36</b>	<b>168</b>			
Hazardous Condition, Other	0	2						
Gas leak (natural gas or LPG)	2	7	<b>TOTAL INCIDENTS</b>	<b>121</b>	<b>702</b>			
Chemical spill or leak	0	1						
Carbon Monoxide Incident	0	1	<b>Mutual/Auto Aid</b>	<b>June</b>	<b>YTD</b>			
Electrical wiring/equipment problem	1	2	MA RECEIVED	2	26			
Power Line Down	1	7	AA RECEIVED	4	31			
Arcing, shorted electrical equipment	0	1						
Vehicle accident, general clean up	0	2						
Service Call, other	1	2	<b>STAFFING</b>	<b>June</b>	<b>YTD</b>			
Lock-out	1	3	INADEQUATE	0	0			
Water problem, other	0	1	MISSED CALLS	0	0			
Animal problem	1	1						
Animal Rescue	0	3	<b>RESP TIMES</b>	<b>May</b>	<b>June</b>			
Assist PD	0	2	JOSHUA	5:56	6:42			
Public service	0	2	COUNTY	10:00	8:23			
Assist Invalid	9	41						
Unauthorized Burn	0	1	<b>NO-RESP 2nd</b>	<b>June</b>	<b>YTD</b>			
Good Intent	0	2		0	0			
Dispatched/Cancelled	3	31						
Wrong Location	0	2						

**EMERGENCY RESPONSE**., Cont..

No incident found on arrival	1	2
Smoke Scare/Odor of Smoke	0	2
False alarm or false call, other	2	3
Malicious, mischievous false call	0	1
Malicious False Alarm	0	1
Direct Tie to FD, Malicious False Alarm	0	1
System Malfunction	0	1
Smoke det activation- malfunction	0	3
Alarm system due to malfunction	3	3
Unintentional alarm, other	0	1
Smoke detector activation, no fire	0	3
Alarm system activation, no fire-unintentional	1	1
Severe weather or natural disaster	0	1
Special type of incident, other	0	1
Mutual Aid Given	8	37
<b>TOTAL CITY</b>	<b>85</b>	<b>535</b>

**TRAINING**

DATE	TOPIC	HOURS	ATTENDANCE
06/01	Hose Deployments	1.3	2
06/01	EMS CE Street Drugs	3	2
06/02	Fire Streams	1	3
06/04	Wildland and Ground fires	1	2
06/04	Brush Truck OPS	1	2
06/07	SCBA G1 and Cascade System	2.5	5
06/08	Fire Investigator Safety	3	1
06/09	Scientific method for Fire and Explosion Investigation	3	1
06/11	Wildland TNG	1	2
06/12	Introduction to Evidence	4	1
06/14	Physical Evidence at the Fire Scene	4	1
06/17 & 21	Pump Operator	4	4
06/19	Pumper Apparatus	2	2
06/21	RIT/RIC OPS	2	4
06/23	Pump Operations	1.75	2
06/25	Pump OPS TNG	2	2
06/27	Haz Mat Awareness	1.5	2
06/28	BNSF Railroad First Responder	2	10
06/28	AH CPR BLS First Responder Re-Cert	1	7

City of Joshua  
Municipal Court Council Report  
From 6/1/2023 to 6/30/2023

7/3/2023 10:10

Item 3.

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
368	1	12	0	14	395

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$21,116.21	\$8,201.84	\$16,689.90	\$972.23	\$1,180.32	\$48,160.50

**Warrants**

Issued	Served	Closed	Total
0	0	7	7

**FTAs/VPTAs**

FTAs	VPTAs	Total
0	0	0

**Dispositions**

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
131	0	71	15	10	227

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	0	0	0

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
50	0	50	100

## Building Inspection Report

June	2023	2022	YTD 2023	YTD 2022
Building	52	65	327	318
Electrical	24	40	211	215
Plumbing	40	42	290	134
Mechanical	14	13	100	48
Re-Inspections	48	51	172	128
Certificate of Occupancy	2	4	6	16
Certificate of Occupancy Re-Inspection	1	1	7	5
<b>Total # of Inspections</b>	<b>181</b>	<b>216</b>	<b>1113</b>	<b>734</b>
Plan Review	13	40	71	69

## Building Permit Report

June	2023	2022	YTD 2023	YTD 2022
Building	18	43	116	144
Electrical	12	22	68	112
Plumbing	9	22	57	82
Mechanical	5	13	35	51
Permanent Sign	1	1	5	9
Temporary Sign	0	1	14	12
Certificate of Occupancy	1	4	7	17
Swimming Pool	1	3	2	12
Sprinkler System	3	15	28	44
Solicitor	13	1	13	3
Contractor Registration	26	12	157	116
MHP Registration	0	0	3	1
<b>Total # of Permits</b>	<b>89</b>	<b>137</b>	<b>505</b>	<b>603</b>

<p align="center"><b>New Businesses Report</b> <b>JUNE 2023</b></p>	
<p align="center"><b>New Businesses</b> (Certificate of Occupancy Issued)</p>	<p align="center"><b>Address</b></p>
Lucky Paws-Grooming	1527 S Broadway
<p align="center"><b>Future New Businesses</b> (Applied for Certificate of Occupancy not completed)</p>	<p align="center"><b>Address</b></p>
Premier Commercial Collision	1570 N. Miain
Crossroads Fellowship	311 Veatch
Charrito’s Aguas Frescas	313 S Broadway #3
<p align="center"><b>New CO Issued for existing Business</b> (New Owner, New Location, Name change,etc)</p>	<p align="center"><b>Address</b></p>

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

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

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs	Activity	Total
Mowing	70	50	40	20	Mowing	180
Weed Eating, Edging, Blowing	50	40	30	10	Weed Eating, Edging, Blowing	130
Hedge & Tree Trimming					Hedge & Tree Trimming	
Flower Beds/Landscaping					Flower Beds/Landscaping	
Fertilizing/Over Seeding					Fertilizing/Over Seeding	
Irrigation					Irrigation	
Trash Removal		8			Trash Removal	8
Field Maintenance	Field One	Field Two	Field Three		Field Mowing	50
Mowing	10	20	20		Field Weed Eating	45
Weed Eating	15	15	15		Infield Edging	
Infield Edging					Striping	
Striping					Infield Draging	
Infield Draging					Infield Repair	
Infield Repair					Fertilizing/Over Seeding	
Fertilizing/Over Seeding					Infield Watering	
Infield Watering					Trash Removal	9
Trash Removal	3	3	3		Custodail Duties	
Building Maintenance	City Park	Baseball Complex	City Facilities		General Repairs	15
Custodail Duties					Toddler Playground	
General Repairs	15				Equipment Maintenance	
Toddler Playground					Special Events	
Equipment Maintenance					Remodeling	48
Special Events					Total Man Hours	485
Remodeling			48			

# Public Works Monthly Team Status Report

## For The Month Of June 2023

### Completed Items

Date Received	Work Order	Finish Date	Notes
6/1/2023	Roaring Springs Dr	6/1/2023	Crack-seal street.
6/1/2023	City Wide	6/30/2023	Mow city right of way's.
6/2/2023	4048 Wagon Wheel	6/2/2023	Recondition drainage easement.
6/5/2023	10th St	6/27/2023	Excavate, stabilize and repair street.
6/7/2023	Joshua Station	6/22/2023	Mow Plum, Detention area and Waterford Way.
6/8/2023	Greenbriar	6/8/2023	Place object markers at bridge.
6/8/2023	Mow City Lots	6/22/2023	Broadway and Gregory Dr.
6/9/2023	E 4th St	6/9/2023	Install speed humps
6/13/2023	Wood oak and Thousand Oaks Dr.	6/13/2023	Mill intersection for better transition
6/15/2023	Joshua Station	6/16/2023	Place led enhanced traffic signs at pedestrian x-ing
6/16/2023	312 Gregory St	6/16/2023	Install drive culverts
6/20/2023	536 E 4th St	6/20/2023	Recondition drainage easement.
6/20/2023	College and McMillian	6/20/2023	Place turn/straight only sign at intersection
6/21/2023	312 Gregory St	6/21/2023	Clean lot and load trash dumpster
6/23/2023	Joshua Baptist Church	6/23/2023	Re-route detention outlet pipe
6/23/2023	305 Catherine st	6/23/2023	Remove tree that fell from private property
6/23/2023	103 Cobb Dr.	6/23/2023	Remove tree that fell in street
6/26/2023	City Wide	6/28/2023	Mow drainage channels
6/28/2023	City Wide	6/28/2023	Repair pothole in city street's
6/28/2023	City Wide	6/30/2023	Paint pedestrian cross-walks
6/29/2023	Caddo and Goldfinch	6/29/2023	Level up soil for sod installation

### In Progress

Year Round	City Wide		Reconditioning drainage easements
Year Round	City Wide		Street sign repairs
Year Round	City Wide		Asphalt street repairs
Year Round	City Wide		Set out traffic counter and gather data
Year Round	Development		SW3P Inspections

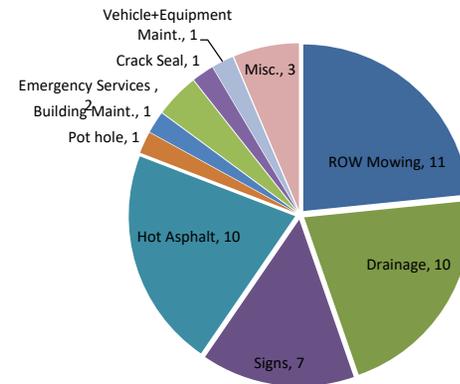
### Assigned But Not Yet Started


**City of Joshua  
Public Works Monthly Activity Report  
For the Month of June 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							1	1	1					1	1	1		11	
ROW Trimming																																	0
Drainage		1					1									2				1			1			1	1	1	1			10	
Signs / Painting		1						1							1					1									1	1	1		7
Hot Asphalt					1	1			1			1	2		1				1							1	1					10	
Pot hole																												1				1	
Building Maint.																1																1	
Concrete																																0	
Emergency Services																							2									2	
Crack Seal	1																															1	
Safety Meeting																																0	
Supporting other Dept.																																0	
Vehicle+Equipment Maint.																														1		1	
Misc.								1													1	1										3	

Chart reflects one per daily occurrence

ROW Mowing	11
ROW Trimming	0
Drainage	10
Signs	7
Hot Asphalt	10
Pot hole	1
Building Maint.	1
Concrete	0
Emergency Services	2
Crack Seal	1
Safety Meeting/Classes	0
Supporting other Dept.	0
Vehicle+Equipment Maint.	1
Misc.	3



### 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%	165	0	60	350	15	11	0	0	0	0
November	100%	192	0	95	365	23	6	0	0	0	0
December	98%	159	2.5	70	467	24	5	0	0	0	0
January	100%	168	0	36	436	25	1	2	0	0	0
February	96%	150	0	36	498	22	7	0	0	0	0
March	91%	212	5.5	86	512	13	1	0	0	0	0
April	96%	221	5	105	401	22	6	3	0	0	0
May	95%	229	6	166	532	38	1	1	0	0	0
June	82%	222	16	90	652	32	7	1	1	0	0
July	#DIV/0!						0				
August	#DIV/0!						0				
September	#DIV/0!						0				
Annual Total		1718	35	744	4213	214	45	7	1	0	0
Annual Average		190.8888889	3.88888889	82.66666667	468.1111111	23.77777778	3.75	0.77777778	0.11111111	0	0
2022											
October	100%						23				
November	100%						11				
December	100%						3				
January	100%						5				
February	100%						4				
March	100%						6				
April	100%						2				
May	100%						16				
June	100%						23				
July	100%						7				
August	100%						4				
September	100%						2				
Total							106				
Average							9				

### Patrol Hours

Patrol Month	Officers		
	H. Braymer	A. Timmons	K. Gelsthorpe
October			
November	0	0	0
December	0	0	0
January	0	3	4
February	0	0	0
March	0	2	2
April	3	0	3
May	0	0	4
June	1	1	3
July			
August			
September			
Annual Total	1	9	16
Annual Average	0.125	1.125	2
Year Prior			
October			
November			
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
Annual Total			
Annual Average			

\*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)	H. Braymer	A. Timmons	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/H2O/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	40		0	3	17	40	2	33	0	14	0	0	14	3	0	0	2	0	0	0	0	0	0	0
April	33		0	9	11	33	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	13		0	1	12	35	0	4	0	2	0	0	4	2	0	0	0	0	0	0	0	0	0	0
June	22		0	0	22	22	3	4	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0
July	0					0																		
August	0					0																		
September	0					0																		
Annual Total								61	0	16	1	1	15	8	0	0	4	0	0	0	0	0	0	0
Annual Average								6.78	0.00	1.78	0.11	0.11	1.67	0.89	0.00	0.00	0.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Year Prior (2022)																								
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	0	0	0	0	0	0	0	0	1	0	0	0	0
Annual Total						0		51	0	22	5	2	19	1	0	0	0	0	0	1	0	0	0	1
Annual Average									0.00	1.83	0.42	0.17	1.58	0.08	0.00	0.00	0.00	0.00	0.00	0.08	0.00	0.00	0.00	0.08

## 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	Return to Owner	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	2	0	0	24	1	3	0	2	0	2	0	0	9	6	0	15
November	32	17	15	0	0	0	32	23	0	0	5	4	0	0	32	1	5	3	1	0	4	0	14	9	0	23	
December	37	11	26	0	0	0	37	23	0	1	9	4	0	0	37	1	5	2	2	0	4	0	8	15	0	23	
January	29	10	19	0	0	0	29	24	1	0	2	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	1	0	0	32	0	0	0	0	0	0	0	12	14	0	26	
March	42	15	27	0	0	0	42	17	0	4	10	11	0	0	42	0	0	8	3	0	11	0	5	12	0	17	
April	27	7	18	2	0	0	27	16	0	1	6	4	0	0	27	1	9	4	0	0	4	0	5	11	0	16	
May	60	33	27	0	0	0	60	36	0	3	9	12	0	0	60	0	0	0	0	0	0	0	24	12	0	36	
June	64	37	26	1	0	0	64	32	1	16	5	10	0	0	64	0	0	4	6	0	10	0	21	11	0	32	
July	0						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	
<b>Annual Total</b>	<b>347</b>	<b>152</b>	<b>192</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>347</b>	<b>212</b>	<b>2</b>	<b>28</b>	<b>55</b>	<b>50</b>	<b>0</b>	<b>0</b>		<b>5</b>	<b>22</b>	<b>21</b>	<b>15</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>107</b>	<b>105</b>	<b>0</b>	<b>212</b>	
<b>Annual Average</b>	<b>29</b>	<b>17</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38.55556</b>	<b>23.5555556</b>	<b>0</b>	<b>3</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>12</b>	<b>12</b>	<b>0</b>	<b>18</b>	
<b>2022 Year Prior</b>																											<b>0</b>
October	43	30	13	0	0	0	43	25	0	2	9	11	0	0	43									19	6	0	25
November	24	10	14	0	0	0	24	16	1	3	0	4	0	0	24									5	11	0	16
December	29	16	10	0	0	0	29	13	0	1	3	13	0	0	29									9	4	0	13
January	16	4	12	0	0	0	16	3	0	1	5	7	0	0	16									0	3	0	3
February	16	5	11	0	0	0	16	8	0	1	4	3	0	0	16									2	6	0	8
March	37	18	19	0	0	0	37	13	1	5	4	14	0	0	37									4	9	0	13
April	16	5	11	0	0	0	16	7	0	1	1	7	0	0	16									2	5	0	7
May	31	15	16	0	0	0	31	17	5	1	4	4	0	0	31									10	7	0	17
June	65	46	19	0	0	0	65	20	2	14	5	24	0	0	65									9	11	0	20
July	45	16	29	0	0	0	45	29	0	7	10	4	0	0	45									11	18	0	29
August	36	10	26	0	0	0	36	15	0	0	4	0	0	0	36									7	17	0	24
September	36	14	22	0	0	0	36	20	0	1	6	9	0	0	36									11	9	0	20
<b>Annual Total</b>	<b>394</b>	<b>192</b>	<b>202</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>394</b>	<b>186</b>	<b>9</b>	<b>31</b>	<b>51</b>	<b>100</b>	<b>0</b>	<b>0</b>									<b>89</b>	<b>106</b>	<b>0</b>	<b>195</b>	
<b>Annual Average</b>	<b>33</b>	<b>16</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33</b>	<b>16</b>	<b>1</b>	<b>3</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>									<b>7</b>	<b>9</b>	<b>0</b>	<b>16.25</b>	

RTO in field is located on Officer



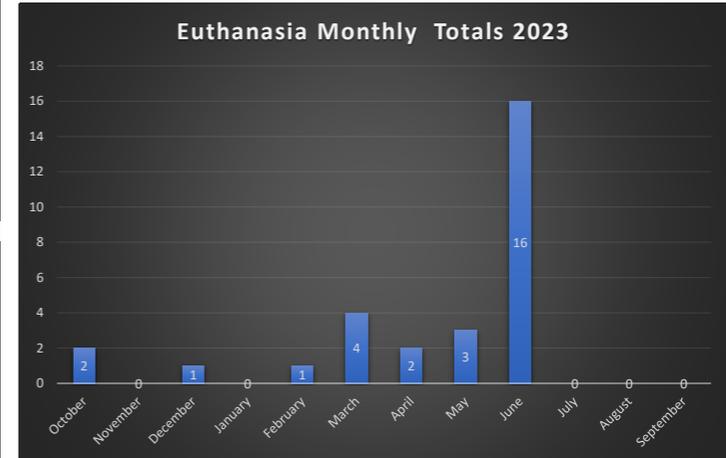
# Intake Statistics

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 (stray)	Coalition Partner	ACO/Pickup / Drop Off/Abandoned (stray)	Police Pickup / Drop Off (stray)	Seized/Custody	Born in Care (stray)	Service In (Shelter Quarantine)	Home/Vet Quarantine	Transfer In (rescue/Shelter)	Wildlife	Total Quarantined	Total Intake	Cat	Dog	Total Returned
October	33	18	15	0	0	0	33	0	11	1	13	0	7	1	0	0	0	0	0	0	0	33	1	0	1
November	27	7	20	0	0	0	27	0	6	1	11	0	8	1	0	0	0	0	0	0	0	27	0	1	1
December	42	8	34	0	0	0	42	0	5	1	6	0	13	7	0	10	0	0	0	0	0	42	0	2	2
January	22	9	13	0	0	0	22	0	1	2	7	0	3	9	0	0	0	0	0	0	0	22	1	1	2
February	24	11	13	0	0	0	24	0	7	4	6	0	7	0	0	0	0	0	0	0	0	24	0	4	4
March	43	17	26	0	0	0	43	0	1	1	15	0	16	2	0	0	0	0	8	0	0	43	0	1	1
April	47	15	30	2	0	0	47	0	6	2	27	0	3	7	0	0	1	0	1	0	0	47	1	1	2
May	57	39	18	0	0	0	57	0	1	1	31	0	18	2	0	4	0	0	0	0	0	57	0	1	1
June	90	54	35	1	0	0	90	0	7	4	35	0	37	4	0	0	3	0	0	0	0	90	2	2	4
July	0						0															0			0
August	0						0															0			0
September	0						0															0			0
Annual Total	385	178	204	3	0	0	385	0	45	17	151	0	112	33	0	14	4	0	9	0	4	389	5	13	18
Annual Average	42.77778	20	23	0	0	0	32	0	5	2	17	0	12	4	0	2	0	0	1	0	0	32	1	1	2
2022 Year Prior																									
October	42	28	14	0	0	0	42	0	21	0	0	0	0	0	0	0	0	0	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	0	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	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	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	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	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	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	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	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	2	0	0	35	8	27	35
August	34	10	24	0	0	0	34	0	5	3	0	0	0	0	0	0	0	0	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	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	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	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	Behavior	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	2	1	1	0	0	0	2	0	0	0	0	2	0	0	0	0	0	2
May	3	0	3	0	0	0	3	0	3	0	0	0	0	0	0	0	0	3
June	16	10	4	2	0	0	16	0	6	0	2	2	6	0	0	0	0	16
July	0						0											0
August	0						0											0
September	0						0											0
<b>Annual Total</b>	<b>29</b>	<b>15</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>2</b>	<b>5</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>27</b>
<b>Annual Average</b>	<b>2.41666667</b>	<b>1.7</b>	<b>1.33333333</b>	<b>0.222222</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>2022 Year Prior</b>																		
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
<b>Annual Total</b>	<b>33</b>	<b>29</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>1</b>	<b>5</b>	<b>0</b>	<b>15</b>	<b>6</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Annual Average</b>	<b>3</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>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



# 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	\$ 1,472.00	\$ 280.00	\$ -	\$ -	\$ 307.00	\$ -	\$ 200.00	\$ 30.00	\$ 615.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ 1,538.50	\$ 445.00	\$ -	\$ -	\$ 406.00	\$ -	\$ -	\$ 210.00	\$ 395.00	\$ -	\$ 25.00	\$ -	\$ -	\$ 57.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ 1,790.00	\$ 235.00	\$ -	\$ -	\$ 316.00	\$ 75.00	\$ 500.00	\$ 225.00	\$ 319.00	\$ -	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July	\$ -																					
August	\$ -																					
September	\$ -																					
<b>Annual Total</b>	<b>\$ 13,009.50</b>	<b>\$ 3,365.00</b>	<b>\$ -</b>	<b>\$ 115.00</b>	<b>\$ 3,086.00</b>	<b>\$ 395.00</b>	<b>\$ 700.00</b>	<b>\$ 1,035.00</b>	<b>\$ 3,029.00</b>	<b>\$ -</b>	<b>\$ 992.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 252.50</b>		<b>\$ 40.00</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>Annual Average</b>	<b>\$ 1,084.13</b>	<b>\$ 373.89</b>	<b>\$ -</b>	<b>\$ 12.78</b>	<b>\$ 342.89</b>	<b>\$ 43.89</b>	<b>\$ 77.78</b>	<b>\$ 115.00</b>	<b>\$ 336.56</b>	<b>\$ -</b>	<b>\$ 110.22</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28.06</b>		<b>\$ 4.44</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**

**June 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 June 2023 and they were processed immediately following the meeting:

- Ordinance to correct a scrivener's error contained in City of Joshua Ordinance no. 849.2022.
- Development agreements
- Ordinance regarding zoning change for approximately 1.594 acres of land in the H. G. Cason Survey, Abstract No. 156, County of Johnson, Texas, located at 131 Oak Hill Dr.
- Ordinance amending the Homestead Exemption Rate.
- Appointed Councilmember Waldrip to the Type A EDC.
- Approval of contracting with a professional planner

### City Secretary attended the following meetings:

June 05, 2023 Planning & Zoning Meeting  
 June 08, 2023 NTMCA Meeting  
 June 15, 2023 City Council Meeting

### Meeting Minutes prepared and approved:

Planning & Zoning May 1, 2023  
 City Council May 18, 2023

## Liens

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

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

## Special Projects:

**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. After each property owner signs the agreement, they will be taken to the City Council for approval.

## 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 \$1,300,000. In May, the City Council approved the project.

The Type B EDC/Parks Board is authorized to move forward with the project after July 10, 2023.

In July, a resolution will be presented to start the CO procedure. If approved, the sale would be approved on September 21st and the money would be received on October 18th.

Once the company receives our official order, they will order the equipment right away. Playground Equipment and Shade Structures are shipping in approximately 12-14 weeks.

It would be recommended to begin the clearing process for the surfacing and equipment around the same 12 week time frame to avoid playground downtime. Once the playground structure company receives notice of the equipment arrival, they will reach out and begin the planning process to schedule a time to begin installation.

We're looking at approximately 3-4 weeks of installation for this project, weather permitting. This does not include the splashpad. The City Secretary's Office is currently working on scheduling that project.

## MapLink- <https://youtu.be/iGh4wbdt5uQ>

The City Secretary's Office is working with General Code on a software called MapLink. MapLink is a Visual Zoning service that presents the essential elements of a community's zoning code through an interactive online map on the Zoning-hub platform. The software will quickly find property details that can help answer key zoning questions such as "What can I do with my property?" and "Where can I open my business?" In addition, it helps business owners and developers confirm zoning details that are essential for streamlining plan approvals. This software will be beneficial to the public and to staff.

Update: Requested changes have been submitted. Once completed, the program will be live on the city website.

- Laserfiche- <https://icc-cds.com/laserfiche/>  
The City Secretary's Office is working with Laserfiche. Laserfiche - Records Management is a collection of critical records management features to ensure we remain in compliance with records-keeping requirements. Using pre-defined rules, retention policies can be established to be automatically applied to a document on capture. Notifications can be set to alert the City Secretary when a file, document or record needs to be archived or deleted. An audit log runs as a unified timeline to show all relevant retention information for a single record in one place.

In addition to the basic functionality, Laserfiche delivers a number of innovative features. These features can extend what is possible. Just to name a few:

- Laserfiche Workflow is a business process automation tool. It is built into Laserfiche so an organization can use automatic document classification, organizing, routing, and archiving.
- Laserfiche Forms is just what it sounds like, a digital form creation tool. Forms are integrated with Laserfiche so an organization can create interactive, customizable digital forms to support complex processes that require routing and approvals. Laserfiche Forms can even run on a website portal to serve those outside of city staff.
- Laserfiche for the first year will be used to receive and manage the City's documents. Once each department is comfortable with it, staff will move into more complex tasks.  
UPDATE: The City Secretary's Office is working with all departments regarding what files they have, what the state retention schedule is for each document, and setting up a electronic folder structure. The goal is to be active in August.

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

## Public Information Request

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

Item 9.

Requested Date	Requestor	Documents	Date Released	AG Letter	Cost	Notes
6/1/2023	Janie Romine	Building Permit	6/1/2023	NA		sent email w/procedures
6/1/2023	Janie Romine	Building Permit	6/1/2023	NA		emailed copy of permit
6/5/2023	Casper Isaac	Energy Agreement	6/5/2023	NA		emailed Agreement
6/5/2023	Amanda Caywood	Police Reports	6/6/2023	NA		No Documents
6/6/2023	Amanda Caywood	Police Reports	6/6/2023	NA		Document emailed
6/6/2023	Armando P.	Code Violation Repo	6/6/2023	NA		emailed
6/7/2023	Margaret Hunter	Crash Report	6/8/2023	NA	\$6.00	picked up
6/7/2023	Chris Parrott	Permit Report	6/8/2023	NA		emailed
6/7/2023	Samantha Sullivan	Police Report Photos	6/15/2023	NA		no photos
6/7/2023	Metropolitan Reporting Bureau	Crash Report	6/12/2023	NA		no documents
6/7/2023	Metropolitan Reporting Bureau	Crash Report	6/12/2023	NA		no documents
6/12/2023	LexisNexis	Crash Report	6/12/2023	NA	\$6.00	mailed report
6/12/2023	LexisNexis	Crash Report	6/12/2023	NA		No Documents
6/12/2023	LexisNexis	Crash Report	6/12/2023	NA		No Documents
6/12/2023	Thomas D. Williams	Police Report	6/15/2023	NA		emailed
6/13/2023	Nicholas Canava	Police Report	6/15/2023	NA		emailed
6/13/2023	Austin Mossberg	Development Report	6/15/2023	NA		emailed
6/13/2023	Lindsey Chambers	Engineering Report	6/15/2023	NA		no documents
6/14/2023	Craig Bonham	Police Report	6/15/2023	NA		emailed
6/19/2023	Richard Ingram & Michele Mead	Police Report	6/20/2023	NA		no documents
6/21/2023	No Name Listed	Zoning Records		AG		
6/21/2023	Sgt Lauren Pope	Crash Report	6/23/2023	NA		no documents
6/22/2023	Christopher Millsap	Fire Report	6/22/2023	NA		emailed report
6/22/2023	W. Michael Werley	Police Report & Vide	6/30/2023	AG		
6/22/2023	Samantha Galindo	Body Cam Footage	6/29/2023	AG		
6/25/2023	Shelvie Spriggs	Fire Report	6/26/2023	NA		no documents
6/26/2023	Clarice Nichols	Police Reports	6/26/2023	NA		no documents
6/26/2023	Leander Eckiwaudah	Police Report	6/27/2023	NA		no documents
6/26/2023	Stephanie Slaton	Multiple Reports	6/30/2023	AG		
6/26/2023	Lauran Drummond	Building Report	6/29/2023	NA		No documents
6/27/2023	Mary Ann Henline	Compensation Repor	7/11/2023	NA		emailed report
6/28/2023	LexisNexis	Crash Report	6/28/2023	NA		No documents
6/30/2023	John Rasmussen	Police Report	7/6/2023	NA		No documents
6/30/2023	Jenna Collins	Crash Report	7/6/2023	NA		emailed report

## Electronic Filings

As of June 2023, the City Secretary's Office has contracted with CSC ePrepare. This is a eRecording electronic recording platform that fast tract our document recording process with Johnson County and other counties, as necessary. For example, ordinances, agreements, deeds, etc. all can now be filed and recorded electronically. This process saves time, reduce risk, and lower costs to the city.

## **Training / Certifications**

City Secretary currently holds the following certifications:

Item 9.

- 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 Chair 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 council chamber prior to meetings, and records retention.

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

With the new Laserfiche Software, the City Secretary and the Assistant to the City Secretary are the Laserfiche administrators for all the departments. Both will soon begin working on the Laserfiche Certification(s). The certification program is designed to provide working knowledge of installing, configuring and managing Laserfiche.

Program Benefits:

- Learn how to automate e-forms, business processes and reporting tools
- Maximize the value of your Laserfiche investment
- Acquire advanced skills in content management

The learning path will focus on many items, including the following:

Advanced security

Setting up workflow

Scanning and capturing documents

Building and designing Laserfiche forms

Automate and optimize business processes