



**AGENDA  
CITY COUNCIL REGULAR MEETING  
COUNCIL CHAMBERS  
MARCH 21, 2024  
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 Joshua City Hall, located at 101 S. Main St., Joshua, Texas. 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/84698264609?pwd=aWtaVXNyZVFQUjEzNTgyMnZPKy85UT09>

Meeting ID: 840 6290 6348 Passcode: 892262

**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 February 2024.  
(Staff Resource: M. Peacock)
2. Discuss and receive board updates.

**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.*

- [1.](#) Presentation from Perdue, Brandon, Fielder, Collins & Mott LLP regarding an update on collections for the City.

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

- [1.](#) Discuss, consider, and possible action on the meeting minutes of February 15, 2024, and March 07, 2024.

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

- [1.](#) Discuss, consider, and possible action on an Ordinance declaring unopposed candidates for Council Member Place 4 and Council Member Place 6 Elected to Office and canceling the May 4, 2024, General Election. (Staff Resource: A. Holloway)
- [2.](#) Discuss, consider, and possible Action on an Ordinance amending the FY 2024 Mid-Year Budget Amendment. (Mike Peacock)
- [3.](#) Discuss, consider, and possible action on ratifying the CDBG 2023 grant application for the reconstruction of Thomas Street. (Staff Resource: A. Bransom)
- [4.](#) Receive an update on ARPA Funds expenses and remaining balance. (Staff Resource: M. Peacock)

#### **I. STAFF REPORT**

- [1.](#) Police Department
- [2.](#) Fire Department
- [3.](#) Municipal Court
- [4.](#) Development Services
- [5.](#) Public Works
- [6.](#) Animal Services
- [7.](#) 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 Consultation with the City Attorney regarding anticipated litigation and legal issues associated with Chapter 395, Texas Local Government Code, and fees authorized by the Texas Administrative Code, and all matters incident and related thereto.

#### **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 March 14, 2024, by 5:00 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 February 29, 2024

3/12/2024 12:00 PM **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	809,278.09	917,772.05	(108,493.96)	3,884,823.68	4,858,307.00	79.96%	973,483.32
Charges for Services	20,421.08	19,052.33	1,368.75	100,645.40	228,453.00	44.06%	127,807.60
Licenses, Permits & Fees	36,420.32	63,697.85	(27,277.53)	125,959.11	814,600.00	15.46%	688,640.89
Fines & Forfeitures	29,069.87	17,285.00	11,784.87	100,276.57	207,500.00	48.33%	107,223.43
Grants & Contributions	0.00	166.66	(166.66)	0.00	2,000.00	0.00%	2,000.00
Intergovernmental Revenues	16,250.00	92,850.64	(76,600.64)	81,710.58	1,114,645.00	7.33%	1,032,934.42
Transfers In	0.00	32,333.33	(32,333.33)	0.00	973,955.00	0.00%	973,955.00
Investment Earnings	10,500.07	3,332.00	7,168.07	37,543.07	40,000.00	93.86%	2,456.93
Sale of Assets	0.00	0.00	0.00	10,000.00	0.00	0.00%	(10,000.00)
Miscellaneous	33,071.23	4,165.00	28,906.23	143,957.86	50,000.00	287.92%	(93,957.86)
Revenue Totals	955,010.66	1,150,654.86	(195,644.20)	4,484,916.27	8,289,460.00	54.10%	3,804,543.73
<b>Expense Summary</b>							
Personnel	379,917.53	407,671.95	(27,754.42)	1,991,627.35	5,291,717.00	37.64%	3,300,089.65
Debt Service	20,488.92	20,565.99	(77.07)	82,931.76	246,085.00	33.70%	163,153.24
Capital Outlay	15,826.99	18,372.54	(2,545.55)	195,419.61	325,558.00	60.03%	130,138.39
Contract & Professional Services	37,163.48	36,731.78	431.70	267,805.66	660,066.00	40.57%	392,260.34
Utilities	20,213.53	15,071.69	5,141.84	70,158.37	250,930.00	27.96%	180,771.63
Special Events	3,500.00	2,916.67	583.33	22,333.57	70,000.00	31.91%	47,666.43
Supplies	35,246.09	44,482.97	(9,236.88)	152,838.53	529,996.00	28.84%	377,157.47
Miscellaneous	15,491.08	22,872.63	(7,381.55)	160,759.03	397,247.00	40.47%	236,487.97
Repair & Maintenance	127,984.80	31,277.58	96,707.22	254,574.54	375,480.00	67.80%	120,905.46
Transfers Out	0.00	5,831.00	(5,831.00)	0.00	70,000.00	0.00%	70,000.00
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	655,832.42	605,794.80	50,037.62	3,198,448.42	8,217,079.00	38.92%	5,018,630.58



City of Joshua  
Financial Statement  
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<b>100 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Grants &amp; Contributions</b>							
Grants & Contributions Totals	0.00	166.66	(166.66)	0.00	2,000.00	0.00%	2,000.00
<b>Intergovernmental Revenues</b>							
100-4400 Police Department Grants	0.00	1,666.67	(1,666.67)	460.58	20,000.00	2.30%	19,539.42
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	16,243.50	6.50	81,250.00	195,000.00	41.67%	113,750.00
100-4403 FEMA Funds	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4404 LEOSE/Continuing Education	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
100-4405 National Billing Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4407 ARPA Funds	0.00	62,305.23	(62,305.23)	0.00	747,962.00	0.00%	747,962.00
100-4408 FD Training Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4409 Training Grants/Scholarships	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Intergovernmental Revenues Totals	16,250.00	92,850.64	(76,600.64)	81,710.58	1,114,645.00	7.33%	1,032,934.42
<b>Transfers In</b>							
100-4406 Transfer From Court Tech Fund	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4900 Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4902 Proceeds From Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4903 Unrestricted Reserves	0.00	32,333.33	(32,333.33)	0.00	388,000.00	0.00%	388,000.00
100-4916 Transfer From Debt Service Fnd	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4917 Transfer from Type A EDC	0.00	0.00	0.00	0.00	125,286.00	0.00%	125,286.00
100-4918 Transfer from Type B EDC	0.00	0.00	0.00	0.00	460,669.00	0.00%	460,669.00
100-4919 Transfer From Capital Imprvmnt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4920 Transfer From Court Tech Fund	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4921 Transfer From Court Security	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4922 Transfer From Hotel Occupancy	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

City of Joshua  
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<b>100 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Transfers In</b>							
Transfers In Totals	0.00	32,333.33	(32,333.33)	0.00	973,955.00	0.00%	973,955.00
<b>Investment Earnings</b>							
100-4600 Interest Income	10,500.07	3,332.00	7,168.07	37,543.07	40,000.00	93.86%	2,456.93
100-4601 Interest - Bond Revenue	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4602 Interest - Tax Note 2002	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investment Earnings Totals	10,500.07	3,332.00	7,168.07	37,543.07	40,000.00	93.86%	2,456.93
<b>Sale of Assets</b>							
100-4700 Sale of Assets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-4904 Proceeds from Disposal	0.00	0.00	0.00	10,000.00	0.00	0.00%	(10,000.00)
Sale of Assets Totals	0.00	0.00	0.00	10,000.00	0.00	0.00%	(10,000.00)
<b>Miscellaneous</b>							
100-4901 Misc. Revenue	33,071.23	4,165.00	28,906.23	43,922.46	50,000.00	87.84%	6,077.54
100-4906 Proceeds from Insurance Claims	0.00	0.00	0.00	100,035.40	0.00	0.00%	(100,035.40)
Miscellaneous Totals	33,071.23	4,165.00	28,906.23	143,957.86	50,000.00	287.92%	(93,957.86)
Revenue Totals	955,010.66	1,150,654.86	(195,644.20)	4,484,916.27	8,289,460.00	54.10%	3,804,543.73

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<b>100 - General Fund Non-Departmental</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	0.00	0.00	0.00%	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Non-Departmental Totals</b>	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

<b>100 - General Fund Community Services</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	0.00	0.00	0.00%	0.00
Contract & Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	2,699.76	3,107.09	(407.33)	23,057.78	61,603.00	37.43%	38,545.22
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Special Events	3,500.00	0.00	3,500.00	8,976.82	35,000.00	25.65%	26,023.18
Supplies	0.00	416.67	(416.67)	1,818.68	5,000.00	36.37%	3,181.32
Utilities	4,920.53	4,748.10	172.43	19,575.98	57,000.00	34.34%	37,424.02
<b>Community Services Totals</b>	11,120.29	8,271.86	2,848.43	53,429.26	158,603.00	33.69%	105,173.74

<b>100 - General Fund General Non-Departmental</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	0.00	0.00	0.00%	0.00
Contract & Professional Services	5,565.54	6,681.50	(1,115.96)	46,707.57	132,135.00	35.35%	85,427.43
Debt Service	0.00	400.00	(400.00)	600.00	4,000.00	15.00%	3,400.00
Miscellaneous	11,453.83	15,831.66	(4,377.83)	120,158.89	288,424.00	41.66%	168,265.11
Personnel	0.00	750.00	(750.00)	2,885.43	3,000.00	96.18%	114.57
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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Special Events	0.00	2,916.67	(2,916.67)	13,356.75	35,000.00	38.16%	21,643.25
Transfers Out	0.00	5,831.00	(5,831.00)	0.00	70,000.00	0.00%	70,000.00
<b>General Non-Departmental Totals</b>	<u>17,019.37</u>	<u>32,410.83</u>	<u>(15,391.46)</u>	<u>183,708.64</u>	<u>532,559.00</u>	<u>34.50%</u>	<u>348,850.36</u>

<b>100 - General Fund Mayor/Council/City Secretary</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	0.00	0.00	0.00%	0.00
Contract & Professional Services	1,935.00	4,209.58	(2,274.58)	27,645.19	50,520.00	54.72%	22,874.81
Miscellaneous	1,046.54	1,166.23	(119.69)	1,575.40	14,000.00	11.25%	12,424.60
Personnel	16,972.15	16,397.36	574.79	84,065.98	204,047.00	41.20%	119,981.02
Supplies	117.10	2,565.64	(2,448.54)	1,954.24	30,800.00	6.34%	28,845.76
<b>Mayor/Council/City Secretary Totals</b>	<u>20,070.79</u>	<u>24,338.81</u>	<u>(4,268.02)</u>	<u>115,240.81</u>	<u>299,367.00</u>	<u>38.49%</u>	<u>184,126.19</u>

<b>100 - General Fund Administration</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	0.00	0.00	0.00%	0.00
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	765.57	614.75	150.82	4,147.85	27,380.00	15.15%	23,232.15
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	198.00	124.95	73.05	522.98	1,500.00	34.87%	977.02
Personnel	41,686.08	41,206.11	479.97	221,072.42	538,519.00	41.05%	317,446.58
Repair & Maintenance	50,533.21	1,416.10	49,117.11	57,820.98	17,000.00	340.12%	(40,820.98)
Supplies	118.22	874.65	(756.43)	2,638.35	10,500.00	25.13%	7,861.65
Utilities	2,580.99	2,296.67	284.32	8,063.12	27,570.00	29.25%	19,506.88
<b>Administration Totals</b>	<u>95,882.07</u>	<u>46,533.23</u>	<u>49,348.84</u>	<u>294,265.70</u>	<u>622,469.00</u>	<u>47.27%</u>	<u>328,203.30</u>

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<b>100 - General Fund Police Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	9.39	5,729.58	(5,720.19)	4,792.09	77,755.00	6.16%	72,962.91
Contract & Professional Services	13,903.69	1,700.35	12,203.34	89,266.93	173,410.00	51.48%	84,143.07
Debt Service	14,581.35	11,693.23	2,888.12	53,142.41	140,375.00	37.86%	87,232.59
Miscellaneous	0.00	124.97	(124.97)	0.00	1,500.00	0.00%	1,500.00
Personnel	120,017.65	136,639.25	(16,621.60)	652,939.03	1,808,860.00	36.10%	1,155,920.97
Repair & Maintenance	32,581.29	6,830.60	25,750.69	51,492.02	82,000.00	62.80%	30,507.98
Supplies	15,985.22	4,302.57	11,682.65	23,720.10	51,650.00	45.92%	27,929.90
Utilities	1,629.70	2,249.10	(619.40)	6,660.89	27,000.00	24.67%	20,339.11
<b>Police Department Totals</b>	<b>198,708.29</b>	<b>169,269.65</b>	<b>29,438.64</b>	<b>882,013.47</b>	<b>2,362,550.00</b>	<b>37.33%</b>	<b>1,480,536.53</b>

<b>100 - General Fund Public Works</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	15,817.60	2,665.60	13,152.00	94,623.61	128,054.00	73.89%	33,430.39
Contract & Professional Services	2,816.41	1,757.62	1,058.79	7,671.74	21,100.00	36.36%	13,428.26
Debt Service	6,879.49	2,495.50	4,383.99	14,623.25	29,958.00	48.81%	15,334.75
Miscellaneous	0.00	833.33	(833.33)	4,053.60	10,000.00	40.54%	5,946.40
Personnel	29,807.02	31,825.97	(2,018.95)	152,279.23	429,402.00	35.46%	277,122.77
Repair & Maintenance	8,091.94	7,563.66	528.28	35,295.25	90,800.00	38.87%	55,504.75
Supplies	14,233.88	17,992.80	(3,758.92)	73,354.67	216,000.00	33.96%	142,645.33
Utilities	401.34	641.41	(240.07)	1,253.08	7,700.00	16.27%	6,446.92
<b>Public Works Totals</b>	<b>78,047.68</b>	<b>65,775.89</b>	<b>12,271.79</b>	<b>383,154.43</b>	<b>933,014.00</b>	<b>41.07%</b>	<b>549,859.57</b>

<b>100 - General Fund Municipal Court</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	0.00	0.00	0.00%	0.00

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Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	656.44	2,917.16	(2,260.72)	7,294.20	35,020.00	20.83%	27,725.80
Miscellaneous	69.94	83.30	(13.36)	349.70	1,000.00	34.97%	650.30
Personnel	5,752.58	5,953.58	(201.00)	33,799.81	79,854.00	42.33%	46,054.19
Repair & Maintenance	0.00	0.00	0.00	349.99	0.00	0.00%	(349.99)
Supplies	161.91	154.10	7.81	1,153.15	1,850.00	62.33%	696.85
<b>Municipal Court Totals</b>	<b>6,640.87</b>	<b>9,108.14</b>	<b>(2,467.27)</b>	<b>42,946.85</b>	<b>117,724.00</b>	<b>36.48%</b>	<b>74,777.15</b>

<b>100 - General Fund Development Services</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	0.00	0.00	0.00%	0.00
Contract & Professional Services	2,565.39	8,057.94	(5,492.55)	14,291.69	96,722.00	14.78%	82,430.31
Debt Service	(17,277.58)	666.48	(17,944.06)	(14,440.24)	8,001.00	(180.48%)	22,441.24
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	19,284.83	20,046.09	(761.26)	100,241.66	259,968.00	38.56%	159,726.34
Repair & Maintenance	41.51	1,024.59	(983.08)	299.00	12,300.00	2.43%	12,001.00
Supplies	109.17	1,066.24	(957.07)	3,160.32	12,800.00	24.69%	9,639.68
Utilities	114.12	442.45	(328.33)	560.98	5,310.00	10.56%	4,749.02
<b>Development Services Totals</b>	<b>4,837.44</b>	<b>31,303.79</b>	<b>(26,466.35)</b>	<b>104,113.41</b>	<b>395,101.00</b>	<b>26.35%</b>	<b>290,987.59</b>

<b>100 - General Fund Animal Services</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	0.00	0.00	0.00%	0.00
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	749.38	1,212.84	(463.46)	4,618.98	14,560.00	31.72%	9,941.02
Debt Service	2,501.26	1,226.59	1,274.67	6,182.47	14,725.00	41.99%	8,542.53
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	14,705.36	15,991.56	(1,286.20)	79,214.45	212,830.00	37.22%	133,615.55

City of Joshua  
Financial Statement  
As of February 29, 2024

3/12/2024 12:38: Item 1.

Repair & Maintenance	30,273.13	4,948.85	25,324.28	37,492.47	59,410.00	63.11%	21,917.53
Supplies	876.13	3,840.39	(2,964.26)	7,035.41	46,102.00	15.26%	39,066.59
Utilities	1,574.19	1,377.78	196.41	5,453.46	16,540.00	32.97%	11,086.54
<b>Animal Services Totals</b>	<b>50,679.45</b>	<b>28,598.01</b>	<b>22,081.44</b>	<b>139,997.24</b>	<b>364,167.00</b>	<b>38.44%</b>	<b>224,169.76</b>

<b>100 - General Fund Fire Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	6,103.34	(6,103.34)	51,093.30	73,249.00	69.75%	22,155.70
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	3,383.95	3,408.63	(24.68)	17,835.74	40,920.00	43.59%	23,084.26
Debt Service	3,392.54	1,576.53	1,816.01	6,600.42	18,926.00	34.87%	12,325.58
Miscellaneous	23.01	1,434.42	(1,411.41)	10,430.29	17,220.00	60.57%	6,789.71
Personnel	64,612.08	68,977.90	(4,365.82)	360,280.92	916,474.00	39.31%	556,193.08
Repair & Maintenance	3,391.61	7,765.22	(4,373.61)	27,942.26	93,220.00	29.97%	65,277.74
Supplies	860.13	9,816.76	(8,956.63)	22,829.77	117,844.00	19.37%	95,014.23
Utilities	5,065.46	2,615.62	2,449.84	14,991.24	31,400.00	47.74%	16,408.76
<b>Fire Department Totals</b>	<b>80,728.78</b>	<b>101,698.42</b>	<b>(20,969.64)</b>	<b>512,003.94</b>	<b>1,309,253.00</b>	<b>39.11%</b>	<b>797,249.06</b>

<b>100 - General Fund Parks &amp; Recreation</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	2,457.35	(2,457.35)	43,100.61	29,500.00	146.10%	(13,600.61)
Contract & Professional Services	231.55	159.93	71.62	4,002.53	1,920.00	208.47%	(2,082.53)
Debt Service	10,411.86	1,674.33	8,737.53	16,223.45	20,100.00	80.71%	3,876.55
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	28,141.82	24,571.03	3,570.79	95,869.41	294,969.00	32.50%	199,099.59
Repair & Maintenance	3,072.11	1,645.22	1,426.89	43,882.57	19,750.00	222.19%	(24,132.57)
Supplies	1,451.13	1,457.77	(6.64)	13,387.00	17,500.00	76.50%	4,113.00
Utilities	3,927.20	577.26	3,349.94	13,518.82	76,930.00	17.57%	63,411.18

City of Joshua  
Financial Statement  
As of February 29, 2024

3/12/2024 12:38:

Item 1.

<b>Parks &amp; Recreation Totals</b>	47,235.67	32,542.89	14,692.78	229,984.39	460,669.00	49.92%	230,684.61
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<b>100 - General Fund Fire Marshal</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	1,416.67	(1,416.67)	1,810.00	17,000.00	10.65%	15,190.00
Contract & Professional Services	0.00	479.90	(479.90)	0.00	0.00	0.00%	0.00
Debt Service	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
Miscellaneous	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Personnel	6,038.46	7,754.44	(1,715.98)	33,990.97	93,090.00	36.51%	59,099.03
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	1,157.00	1,124.55	32.45	1,157.00	9,500.00	12.18%	8,343.00
Utilities	0.00	83.30	(83.30)	80.80	1,000.00	8.08%	919.20
<b>Fire Marshal Totals</b>	7,195.46	11,733.86	(4,538.40)	37,038.77	131,090.00	28.25%	94,051.23

<b>100 - General Fund Human Resources</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	275.56	1,719.75	(1,444.19)	3,184.44	20,637.00	15.43%	17,452.56
Miscellaneous	0.00	83.34	(83.34)	0.00	1,000.00	0.00%	1,000.00
Personnel	9,497.36	10,850.65	(1,353.29)	46,787.65	130,208.00	35.93%	83,420.35
Repair & Maintenance	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Supplies	0.00	195.83	(195.83)	98.66	2,350.00	4.20%	2,251.34
Utilities	0.00	40.00	(40.00)	0.00	480.00	0.00%	480.00
<b>Human Resources Totals</b>	9,772.92	12,931.24	(3,158.32)	50,070.75	155,175.00	32.27%	105,104.25

<b>100 - General Fund Finance Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	4,315.00	3,811.83	503.17	41,138.80	45,742.00	89.94%	4,603.20



# City of Joshua Financial Statement As of February 29, 2024

3/12/2024 12:38:

Item 1.

Miscellaneous	0.00	41.67	(41.67)	610.39	500.00	122.08%	(110.39)
Personnel	23,402.14	26,708.01	(3,305.87)	128,200.39	320,496.00	40.00%	192,295.61
Repair & Maintenance	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Supplies	176.20	675.00	(498.80)	531.18	8,100.00	6.56%	7,568.82
<b>Finance Department Totals</b>	<u>27,893.34</u>	<u>31,278.18</u>	<u>(3,384.84)</u>	<u>170,480.76</u>	<u>375,338.00</u>	<u>45.42%</u>	<u>204,857.24</u>
<b>Expense Total</b>	<u>655,832.42</u>	<u>605,794.80</u>	<u>50,037.62</u>	<u>3,198,448.42</u>	<u>8,217,079.00</u>	<u>38.92%</u>	<u>5,018,630.58</u>



**MINUTES**  
**TYPE A ECONOMIC DEVELOPMENT CORPORATION BOARD**  
**COUNCIL CHAMBERS**  
**MARCH 11, 2024**  
**6:00 PM**

**PRESENT**

President Shelly Anderson  
 Director Johnny Waldrip  
 Director Esley Henderson  
 Director Josh Burns  
 Director Roger Farley  
 Alternate 1 Carl Keating  
 Alternate 2 Glen Walden

**STAFF PRESENT**

EDC Director Molly Martin  
 City Secretary Alice Holloway

**ABSENT**

Director David Morgan  
 Director Linda Childers

The Joshua Type A Economic Development Corporation held a Regular Meeting in the City Hall Council Chambers located at 101 S. Main St., Joshua, Texas. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the Joshua Type A EDC meeting in person or access the meeting via videoconference or telephone conference call.

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/85270158810?pwd=VCtiaWNjYVFUjR4WkhLZzRKTmhhdz09>

Meeting ID: 85270158810 Passcode: 965427

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

Director Anderson announced a quorum and called the meeting to order at 6:03 pm.

**B. CITIZENS FORUM**

*The Economic Development Corporation invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Economic Development Corporation 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. No Corporation deliberation is permitted. Each person will have 3 minutes to speak.*

NA

**C. REGULAR AGENDA**

1. Discuss, consider, and possible action on the February 12, 2024, meeting minutes.

Motion made by Director Waldrip to approve the meeting minutes as presented. Seconded by Director Burns.

Voting Yea: President Anderson, Director Waldrip, Director Henderson, Director Burns, Director Farley, Alternate 1 Keating, Alternate 2 Walden

2. Discuss, consider, and possible action on the disbursement of \$18,000 to the Joshua Area Chamber of Commerce.

EDC Director Martin stated that the funds had been in the budget, and the corporation had been waiting until a president was appointed to disburse them.

Chamber President Kim Henderson stated that the chamber is in good shape, and she presented a list of 2024 events.

Director Anderson asked Ms. Henderson to provide quarterly updates to the corporation, and she agreed.

Motion made by Director Burns to disburse \$18,000 to the Joshua Areas Chamber. Seconded by Director Farley.

Voting Yea: President Anderson, Director Waldrip, Director Henderson, Director Burns, Director Farley, Alternate 1 Keating

Voting Abstaining: Alternate 2 Walden

#### **D. EXECUTIVE SESSION**

The Type A Economic Development Corporation 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 551.087 of the Texas Government Code: to discuss or deliberate regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations.

Director Anderson announced that the corporation will recess into Executive Session at 6:20 pm.

#### **RECONVENE INTO REGULAR SESSION**

In accordance with Texas Government Code, Section 551, the Type A Economic Development Corporation will reconvene into regular session and consider action, if any, on matters discussed in executive session.

Director Anderson announced that the Regular Meeting is reconvened at 7:16 pm.

Motion made by Director Burns to approve two Letters of Intent (LOI) as discussed in Executive Session. Seconded by Director Henderson.

Voting Abstaining: Alternate 2 Walden

#### **E. FUTURE AGENDA ITEMS/REQUESTS BY DIRECTORS TO BE ON THE NEXT AGENDA**

*(Members shall not comment upon, deliberate, or discuss any item that is not on the agenda. Members shall not make routine inquiries about operations or project status on an item that is not posted. However, any Members may state an issue and a request that this issue is placed on a future agenda.)*

NA

**F. ADJOURN**

Director Anderson adjourned the meeting at 7:17 pm.

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Shelly Anderson, President

ATTEST

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Alice Holloway, City Secretary



**MINUTES**  
**TYPE B ECONOMIC DEVELOPMENT CORPORATION & PARKS BOARD**  
**COUNCIL CHAMBERS**  
**MARCH 11, 2024**  
**4:00 PM**

**PRESENT**

President Dustin Dees  
 Director Glen Walden  
 Director Bill Funderburk  
 Director Kim Carter  
 Director Kim Henderson

**STAFF PRESENT**

EDC Director Molly Martin  
 Park Manager Stephen Gill  
 City Secretary Alice Holloway

**ABSENT**

Director Merle Breitenstein  
 Director Brittany Lawson

The Joshua Type B Economic Development Corporation & Parks Board will hold a Regular Meeting in the City Hall Council Chambers located at 101 S. Main St., Joshua, Texas. 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/89840623625?pwd=Zm1hV2lBSXRCY2RGOG1WcGVkeFZPQT09>

Meeting ID: 89840623625 Passcode: 693472

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

Director Dees announced a quorum and called the meeting to order at 4:00 pm.

**B. CITIZENS FORUM**

*The Economic Development Corporation - Parks Board invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Economic Development Corporation - Parks Board 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. No Corporation deliberation is permitted. Each person will have 3 minutes to speak.*

NA

**C. REGULAR AGENDA**

1. Discuss, consider, and possible action on the February 12, 2024, meeting minutes.

Motion made by Director Funderburk to approve the meeting minutes as presented. Seconded by Director Henderson.

Voting Yea: President Dees, Director Walden, Director Funderburk, Director Carter, Director Henderson

2. Discuss, consider, and possible action on the approval of new City Park Signs

Park Manager Gill presented the proposed park signs. Director Walden and City Manager Peacock asked if the signs should be in Spanish. The board agreed. It was suggested that a QR code be added to the main signs for access to rules in Spanish.

Motion made by Director Walden to approve the new park signs with a QR Code added for access to rules in Spanish. Seconded by Director Carter.

Voting Yea: President Dees, Director Walden, Director Funderburk, Director Carter, Director Henderson

3. Discuss and receive updates on the City Park.

- Park Manager Gill gave the following update:
- The splash pad is completed.
- Some of the shade structures are in,
- The field use agreement has been approved.
- Grass seed has been added to field 1.
- Park opening day may be around mid-April.
- Fencing will start on the 18th of March.
- Security cameras are up and running.

#### **D. FUTURE AGENDA ITEMS/REQUESTS BY DIRECTORS TO BE ON THE NEXT AGENDA**

*(Members shall not comment upon, deliberate, or discuss any item that is not on the agenda. Members shall not make routine inquiries about operations or project status on an item that is not posted. However, any Members may state an issue and a request that this issue is placed on a future agenda.)*

NA

#### **E. ADJOURN**

Director Dees adjourned the meeting at 4:22 pm.

\_\_\_\_\_  
Dustin Dees, President

ATTEST:

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

**Alison Davis Callison**  
**Partner**  
500 E. Border St., Ste. 640  
Arlington, TX 76010  
**p:** 817-505-4736  
**f:** 817-860-6509  
**w:** [www.pbfcml.com](http://www.pbfcml.com)

February 7, 2024

Alice Holloway, City Secretary  
City of Joshua  
101 S. Main Street  
Joshua, Texas 76058

Dear Alice,

As you know, our Firm represents the City of Joshua for both delinquent tax collections and fine/fee collections. Please consider this letter our Firm's request to be placed on the March 21, 2024, City Council Meeting Agenda to provide a short presentation and update on our collection efforts for the City. Thank you for your assistance in this matter. Please contact me if you have any questions.

Sincerely,

Alison Davis Callison



**MINUTES  
CITY COUNCIL REGULAR MEETING  
COUNCIL CHAMBERS  
FEBRUARY 15, 2024  
6:30 PM**

**PRESENT**

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

**STAFF**

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

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 Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on February 15, 2024. 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/87478086837?pwd=Ylo1dEFLbmtyeWpVNUxGaVAzZUtdUT09>

Meeting ID: 87478086837 Passcode: 352993

*Please note that the items letters below are listed in the order below. The Public Forum and Executive Session were moved up on the agenda and occurred after the Invocation was given.*

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

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

**B. PLEDGE OF ALLEGIANCE**

1. United States of America
2. Texas Flag

Mayor Kimble and the City Council led the Pledge of Allegiance.

**C. INVOCATION**

The invocation was given by Jeff Stanley, Pastor of the First Assembly of God in Joshua.

Mayor Kimble announced that the Public Forum would be moved up on the agenda.

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



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

1. Joshua Police Department 2023 Re-Accreditation

Rob Severance, Chief of Police with Cleburne Police Department, presented the 2023 Re-Accreditation Award to Chief Gelsthorpe and his officers.

2. Proclamation recognizing the 50th Anniversary of the Assembly of God.

Mayor Kimble read out loud a proclamation and presented the proclamation and a plaque to Pastor Jeff Stanley for the 50th Year Celebration of the opening of the First Assembly of God of Joshua.

## **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, to consult with the City Attorney regarding legal issues associated with development agreements, and all matters incident and related thereto.
- 2) Pursuant to Section 551.074 of the Texas Government Code: to discuss and consider personnel matters and all matters incident and related thereto.
- 3) Pursuant to Section 551.072 of the Texas Government Code: to discuss or deliberate the purchase, exchange, lease, or value of real property.
- 4) Pursuant to Section 551.087 of the Texas Government Code: to discuss or deliberate regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations.

Mayor Kimble announced that the City Council will convene in Executive Session at 6:49 pm.

## **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 the executive session.

Mayor Kimble announced that the regular meeting is reconvened at 7:27 PM.

No action was taken as a result of the Executive Session.

## **D. WORK SESSION**

1. Review and discuss questions related to the budget report and financial statement for January 2024.  
(Staff Resource: M. Peacock)

City Manager Peacock gave an update regarding the budget report and financial statement for January 2024. Mr. Peacock stated that the tax revenue is at 63.3 percent.

2. Police Department Presentation by Chief David Gelsthorpe

Police Chief David Gelsthorpe gave a presentation regarding the Joshua Police Department. The following topics were discussed:

- TOCA Accredited Law Enforcement Agency
- Current Authorized Personnel
- Organizational Chart
- Education and Certification
- 2023 Statistics
- Fleet
- Facility
- Three Year Plan

3. 2023 Joshua Police Department Racial Profiling Report

Chief Gelsthorpe presented the Racial Profiling Report and stated they comply with all requirements and have not had any complaints for several years.

4. Discuss and receive updates regarding the following City Board Meetings:

- Type A EDC
- Type B EDC

No discussion on this item.

**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.*

City Manager Mike Peacock announced that the new park equipment has arrived.

**G. CONSENT AGENDA**

1. Discuss, consider, and possible action on January 18, 2024, meeting minutes.
2. Discuss, consider, and possible action on a resolution approving the City of Joshua Investment Report for the Quarter Ending December 31, 2023.
3. Discuss, consider, and possible action on a development agreement between John & Mary Maldonado and the City of Joshua.

Motion made by Councilmember Anderson to approve the Consent Agenda. Seconded by Councilmember Nichols.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson

**H. REGULAR AGENDA**

1. Discuss, consider, and possible action on accepting the FY23 Annual Audit/Financial Report.

Reba Long, Auditor with Snow, Garrett, and Williams Certified Public Accountants, presented the Year-End Audit for September 30, 2023.

Item 1.

Motion made by Councilmember Breitenstein to accept the FY 23 Annual Audit/Finance Report, Seconded by Councilmember Kidd.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson

2. Discuss, consider, and possible action on an Ordinance calling a Bond Election to be held in the city of Joshua, Texas; Making Provision for the Conduct of an Election; and Resolving Other Matters Incident and Related to such Election, Including Authorizing the Execution of any Necessary Engagement Agreements with the City's Financial Advisors and/or Bond Counsel

Motion made by Councilmember Kidd to approve an Ordinance calling a Bond Election to be held on May 4, 2024. Seconded by Councilmember Anderson.

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

Voting Nay: Councilmember Waldrup

3. Discuss, consider, and possible action on an Ordinance establishing a 25-mph speed limit on E. 8th Street, between Veatch St and SH 174.

Motion made by Councilmember Nichols to approve an Ordinance establishing a 25-mph speed limit on E. 8th Street. Seconded by Councilmember Waldrup.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson

4. Discuss, consider, and possible action on an Ordinance amending article 1.09 "Authority of City Manager to Execute Certain Agreements and Contracts" in the Code of Ordinances.

Motion made by Councilmember Anderson to approve an Ordinance amending article 1.09 in the Code of Ordinances. Seconded by Councilmember Marshall.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson

5. Discuss, consider, and possible action on awarding a bid for roof repair and replacement services to Jimmy Prescher's Roofing in the amount of \$111,096.17.

Motion made by Councilmember Breitenstein to award a bid for roof repair and replacement services. Seconded by Councilmember Kidd.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson

6. Discuss, consider, and possible action on the Facility Use Agreement between Joshua Youth Football & Cheer Association and the City of Joshua.

Motion made by Councilmember Waldrup to approve the Facility Use Agreement between Joshua Youth Football and Cheer Association. Seconded by Councilmember Nichols.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson

## **I. STAFF REPORT-JANUARY 2024**

1. Police Department
2. Fire Department
3. Municipal Court

4. Public Works
5. Animal Services
6. Parks Department
7. Development Services
8. City Secretary's Office

**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.*

Mayor Kimble requested an update on the ARPA Fund Balance

**M. ADJOURNMENT**

Mayor Kimble adjourned the meeting at 8:38 pm.

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Scott Kimble, Mayor

ATTEST:

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Alice Holloway, City Secretary

Approved: March 21, 2024



**MINUTES  
CITY COUNCIL SPECIAL MEETING  
COUNCIL CHAMBERS  
MARCH 07, 2024  
6:30 PM**

**PRESENT**

Mayor Scott Kimble  
Councilmember Johnny Waldrip  
Councilmember Mike Kidd  
Councilmember Angela Nichols  
Councilmember Merle Breitenstein  
Councilmember Dakota Marshall

**STAFF PRESENT**

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

**ABSENT**

Councilmember Shelly Anderson

The Joshua City Council held a Special Meeting in the Council Chambers at Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on March 07, 2024. 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/84698264609?pwd=aWtaVXNyZVFQUjEzNTgyMnZPKy85UT09>

Meeting ID: 846 9826 4609 Passcode: 983634

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

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

**B. 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 Consultation with the City Attorney regarding anticipated litigation and legal issues associated with Chapter 395, Texas Local Government Code, and fees authorized by the Texas Administrative Code, and all matters incident and related thereto.

Mayor Kimble announced that the City Council will recess in Executive Session at 6:31 pm.

**C. 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 the executive session.

Mayor Kimble announced that the meeting is reconvened into Regular Session at 7:28 pm.

Councilmember Waldrip moved to authorize the Mayor and City Council to jointly sign a letter regarding Chapter 395 of the Texas Local Government Code and fees authorized by the Texas Administrative Code. Councilmember Marshall seconded the motion.

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

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

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NA

**E. ADJOURNMENT**

Mayor Kimble adjourned the meeting at 7:29 pm.

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

ATTEST:

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



**City Council Agenda  
March 21, 2024**

**Ordinance**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on an Ordinance declaring unopposed candidates for Council Member Place 4 and Council Member Place 6 Elected to Office and canceling the May 4, 2024, General Election. (Staff Resource: A. Holloway)

**Background Information:**

A governing body may cancel an election upon receiving and accepting the certification of unopposed candidates by the authority responsible for preparing the ballot under Chapter 2 of the Election Code.

Certificates for the unopposed candidates will be prepared and issued on the date of the Official Canvass. Copies of this ordinance and the Certificate of Unopposed Candidates will be posted at the election polling places as required by law.

**.Financial Information:**

NA

**City Contact and Recommendations:**

Alice Holloway, City Secretary

Motion to approve an Ordinance accepting the Certification of Unopposed Candidates by the City Secretary and declaring that all candidates are unopposed in the May 4, 2024, General Election and are hereby elected to their respective office and authorizing the cancellation of the May 4, 2024 general election.

**Attachments:**

1. Ordinance
2. Certification of Unopposed Candidates

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR  
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)  
CERTIFICACIÓN DE CANDIDATOS ÚNICOS  
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

**To: Presiding Officer of Governing Body**

Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 04, 2024.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el May 04, 2024.

**List offices and names of candidates:**

Lista de cargos y nombres de los candidatos:

**Office(s) Cargo(s)**

**Candidate(s) Candidato(s)**

Place 4

Merle Breitenstein

Place 6

Shelly Anderson

  
Signature  
(Firma)

Alice Holloway  
Printed name  
(Nombre en letra de molde)

City Secretary  
Title  
(Puesto)

February 23, 2024  
Date of signing  
(Fecha de firma)





**CITY OF JOSHUA  
ORDINANCE NO.**

Item 1.

**AN ORDINANCE OF THE CITY OF JOSHUA, TEXAS, DECLARING UNOPPOSED CANDIDATES FOR COUNCIL MEMBER PLACE 4 AND COUNCIL MEMBER PLACE 6 ELECTED TO OFFICE; CANCELLING THE MAY 4, 2024, GENERAL ELECTION; REQUIRING ISSUANCE OF A CERTIFICATE OF ELECTION TO THE UNOPPOSED CANDIDATES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, a general election was called for May 4, 2024, to elect a Council Member Place 4 and Council Member Place 6, and

**WHEREAS** no proposition or opposed at-large race appears on the ballot, and the City Secretary has certified that there is only one candidate for Council Member Place 4 and Council Member Place 6, and that, therefore, the candidates are unopposed, and

**WHEREAS** no candidate's name has been placed on a list of write-in candidates for any office under applicable law; and

**WHEREAS** the City Secretary has delivered a Certification of Unopposed Candidates (Exhibit "A" attached) to the City Council,

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

**SECTION 1.** The City Council finds that the above-stated premises are true and correct.

**SECTION 2.** The unopposed candidate for City Council Member Place 4 and for City Council Member Place 6 listed below is hereby declared elected, to wit:

**Council Member Place 4 – Merle Breitenstein  
Council Member Place 6 – Shelly Anderson**

**SECTION 3.** The City Secretary is directed to issue a Certificate of Election to the above-named members of the City Council in the manner and at the same time as provided for a candidate elected to office at the election. The person elected must qualify for the office in the manner provided by the Texas Constitution.

**SECTION 4.** The May 04, 2024, General Election is canceled.

**SECTION 5.** This Ordinance shall take effect immediately from and after its passage, as the law and Charter in such cases provide.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THE 21<sup>st</sup> DAY OF MARCH 2024.**

**APPROVED:**

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

**Attest:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Terry Welch, City Attorney**

## ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ADOPTING BUDGET AMENDMENT NUMBER ONE PERTAINING TO THE FISCAL YEAR 2024 BUDGET; AND PROVIDING FOR SAID ORDINANCE TO TAKE IMMEDIATE EFFECT.**

**WHEREAS**, Chapter 102 of the Texas Local Government Code, as amended, governs municipal budgets and provides that the chapter does not prevent the City Council of the City of Joshua, Texas, from making changes in the budget for municipal purposes; and

**WHEREAS**, Section 6.08 of the City of Joshua Home-Rule Charter authorizes the amending of the Fiscal Year 2024 (FY24) Budget; and

**WHEREAS**, as required by the City Charter, the City Manager has prepared an amended budget for certain revenue and expenditures in the FY24 Budget and submitted it to the City Council for its approval. A true and correct copy is attached as Exhibit "A."

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

**Section 1.** The findings set forth above are incorporated into the body of this Ordinance as if fully set herein.

**Section 2.** Pursuant to the City Charter requirements of the City of Joshua, Texas, the budget amendment for FY24, attached as Exhibit "A," is hereby authorized and approved.

**Section 3.** Pursuant to the City Charter requirements, this Ordinance and budget amendment shall become an attachment to the original budget.

**Section 4.** This Ordinance shall become effective from and after its passage and is so ordained.

**PASSED, APPROVED, and ADOPTED by the City Council of the City of Joshua, Texas, on the 21<sup>st</sup> day of March 2024.**

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

ATTEST:

\_\_\_\_\_  
Alice Holloway

APPROVED AS TO FORM:

\_\_\_\_\_  
Terry Welch, City Attorney



## FY 2023-24 Budget Amendment

	GL Account Number	GL Account Name	Adopted Budget	Adjustment	Amended Budget
Revenues	100-4906	Proceeds from Insurance Claims	\$0.00	(\$120,156.97)	(\$120,156.97)
	100-4407	ARPA Funds	(\$747,962.00)	\$400,640.00	(\$347,322.00)
	100-4600	Interest Income	(\$40,000.00)	(\$20,000.00)	(\$60,000.00)
	Total Revenues Added			\$260,483.03	(\$527,478.97)
Expenditures	GL Account Number	GL Account Name	Adopted Budget	Adjustment	Amended Budget
	100-04-5330	AD Building R & M	\$15,000.00	\$48,754.00	\$63,754.00
Roof insurance claim	100-05-5330	PD Building R & M	\$15,000.00	\$28,525.00	\$43,525.00
	100-06-5330	PW Building R & M	\$13,000.00	\$5,450.00	\$18,450.00
	100-09-5330	AS Building R & M	\$45,000.00	\$28,367.00	\$73,367.00
	100-02-5600	ND Capital Outlay > \$5,000	\$0.00	\$102,082.00	\$102,082.00
ARPA funds-camera/wifi	100-02-5600	ND Capital Outlay > \$5,000	\$0.00	\$119,539.00	\$119,539.00
ARPA funds-ERP	100-05-5260	PD Vests/Safety Equipment	\$12,000.00	\$14,054.00	\$26,054.00
Grant	100-03-5240	M/C Salaries	\$164,749.00	\$16,663.33	\$181,412.33
Salary adjustment	100-03-5120	M/C Payroll Taxes	\$2,433.00	\$241.62	\$2,674.62
	100-03-5140	M/C TMRS	\$10,028.00	\$1,003.13	\$11,031.13
CPM program	100-08-5150	DS Training Travel	\$4,800.00	\$4,865.00	\$9,665.00
Budget reduction	100-01-5800	CS Community Events	\$35,000.00	(\$20,000.00)	\$15,000.00
	100-01-5801	CS Christmas Tree & Décor	\$5,000.00	(\$3,000.00)	\$2,000.00
	100-01-5905	CS Quarterly City Newsletter	\$15,000.00	(\$10,000.00)	\$5,000.00
	100-01-5906	CS Crud Cruiser	\$1,000.00	(\$1,000.00)	\$0.00
	100-02-5800	ND Employee Events	\$35,000.00	(\$11,000.00)	\$24,000.00
	100-02-5979	Transfer To Capital Improvement	\$70,000.00	(\$70,000.00)	\$0.00
	100-03-5240	M/C Salaries	\$164,749.00	(\$20,866.00)	\$143,883.00
	100-03-5120	M/C Payroll Taxes	\$2,433.00	(\$303.00)	\$2,130.00
	100-03-5130	M/C Benefits	\$16,145.00	(\$1,200.00)	\$14,945.00
	100-03-5140	M/C TMRS	\$10,028.00	(\$1,256.00)	\$8,772.00
	100-03-5150	M/C Training/Travel	\$7,200.00	(\$4,000.00)	\$3,200.00
	100-03-5213	M/C Uniforms	\$2,000.00	(\$1,500.00)	\$500.00
	100-03-5220	M/C Office Supplies	\$1,500.00	(\$500.00)	\$1,000.00
	100-03-5240	M/C Election Expenses	\$20,000.00	(\$10,000.00)	\$10,000.00
	100-03-5250	M/C Office Equipment & Furn	\$5,000.00	(\$3,500.00)	\$1,500.00
	100-03-5262	M/C Events & Awards	\$1,500.00	(\$600.00)	\$900.00
	100-03-5931	M/C Publishing & Filing Fees	\$12,000.00	(\$5,000.00)	\$7,000.00
	100-04-5110	AD Salaries	\$459,407.00	(\$17,155.00)	\$442,252.00
	100-04-5120	AD Payroll Taxes	\$6,755.00	(\$249.00)	\$6,506.00
	100-04-5130	AD Benefits	\$32,119.00	(\$3,962.00)	\$28,157.00
	100-04-5140	AD TMRS	\$27,860.00	(\$1,033.00)	\$26,827.00
	100-04-5212	AD Reference Materials	\$500.00	(\$500.00)	\$0.00
	100-04-5213	AD Uniforms	\$1,000.00	(\$500.00)	\$500.00
	100-04-5221	AD Printing	\$1,000.00	(\$1,000.00)	\$0.00
	100-04-5250	AD Office Equip & Furn	\$2,500.00	(\$1,500.00)	\$1,000.00
	100-04-5404	AD Contract Services	\$20,000.00	(\$10,000.00)	\$10,000.00
	100-04-5710	AD Utilities	\$25,000.00	(\$4,000.00)	\$21,000.00
	100-05-5150	PD Training/Travel	\$18,600.00	(\$4,000.00)	\$14,600.00
	100-05-5213	PD Uniforms	\$10,500.00	(\$3,000.00)	\$7,500.00
	100-05-5215	PD Law Enforcement Supplies	\$9,500.00	(\$3,000.00)	\$6,500.00
	100-05-5218	PD Awards	\$2,000.00	(\$1,000.00)	\$1,000.00
	100-05-5250	PD Equipment & Furniture	\$5,200.00	(\$2,000.00)	\$3,200.00
	100-05-5260	PD Vests/Safety Equipment	\$12,000.00	(\$2,000.00)	\$10,000.00
	100-05-5285	PD Code Enforcement Supplies	\$4,000.00	(\$1,000.00)	\$3,000.00
	100-05-5330	PD Building R & M	\$15,000.00	(\$5,000.00)	\$10,000.00
	100-05-5404	PD Contract Services	\$123,000.00	(\$10,000.00)	\$113,000.00
	100-05-5406	PD Nuisance Abatement	\$3,000.00	(\$3,000.00)	\$0.00
	100-05-5605	PD Lease Payments	\$140,375.00	(\$12,663.00)	\$127,712.00
	100-05-5710	PD Utilities	\$17,000.00	(\$2,000.00)	\$15,000.00
	100-05-5909	PD Miscellaneous	\$1,000.00	(\$1,000.00)	\$0.00
	100-06-5111	PW Overtime	\$2,500.00	(\$2,500.00)	\$0.00
	100-06-5261	PW Equipment Rental	\$6,000.00	(\$2,000.00)	\$4,000.00
	100-06-5270	PW Street Supplies & Materials	\$200,000.00	(\$85,309.00)	\$114,691.00
	100-06-5310.01	PW Fuel, Oil & Service	\$25,000.00	(\$2,000.00)	\$23,000.00
	100-06-5310	PW Vehicle R & M	\$20,000.00	(\$15,000.00)	\$5,000.00
	100-06-5320	PW Equipment R & M	\$25,000.00	(\$10,000.00)	\$15,000.00
	100-06-5404	PW Contract Services	\$19,060.00	(\$14,000.00)	\$5,060.00
	100-06-5600	PW Capital Outlay >\$5,000	\$32,000.00	(\$3,900.00)	\$28,100.00
	100-06-5670	PW Drainage Utility	\$10,000.00	(\$3,000.00)	\$7,000.00

100-07-5150	MC Training/Travel	\$2,000.00	(\$1,000.00)	\$1,000.00
100-07-5160	MC Dues/Memberships	\$100.00	(\$100.00)	\$0.00
100-07-5220	MC Office Supplies	\$200.00	(\$100.00)	\$100.00
100-07-5404	MC Contract Services	\$26,000.00	(\$2,000.00)	\$24,000.00
100-08-5213	DS Uniforms	\$1,000.00	(\$500.00)	\$500.00
100-08-5220	DS Office Supplies	\$3,500.00	(\$2,000.00)	\$1,500.00
100-08-5221	DS Printing	\$1,500.00	(\$750.00)	\$750.00
100-08-5250	DS Office Equip & Furniture	\$6,400.00	(\$1,500.00)	\$4,900.00
100-08-5310	DS Fuel, Oil & Service	\$1,800.00	(\$500.00)	\$1,300.00
100-08-5330	DS Building R & M	\$10,000.00	(\$10,000.00)	\$0.00
100-08-5404	DS Contract Services	\$8,500.00	(\$1,500.00)	\$7,000.00
100-08-5710	DS Utilities	\$3,800.00	(\$1,500.00)	\$2,300.00
100-08-5933	DS Planning	\$10,000.00	(\$2,500.00)	\$7,500.00
100-09-5111	AS Overtime	\$5,500.00	(\$4,000.00)	\$1,500.00
100-09-5150	AS Training/Travel	\$4,325.00	(\$3,800.00)	\$525.00
100-09-5213	AS Uniforms	\$2,000.00	(\$1,200.00)	\$800.00
100-09-5220	AS Office Supplies	\$750.00	(\$250.00)	\$500.00
100-09-5250	AS Equip & Furniture	\$8,143.00	(\$4,500.00)	\$3,643.00
100-09-5262	AS Miscellaneous Shleter Equipment	\$20,394.00	(\$15,000.00)	\$5,394.00
100-09-5310	AS Vehicle R & M	\$7,810.00	(\$4,000.00)	\$3,810.00
100-10-5180	FD Incentive	\$23,000.00	(\$4,000.00)	\$19,000.00
100-10-5181	FD Staff Immunizations, Testing & Recruitr	\$8,100.00	(\$3,000.00)	\$5,100.00
100-10-5218	FD Awards	\$1,500.00	(\$500.00)	\$1,000.00
100-10-5220	FD Office Supplies	\$2,000.00	(\$500.00)	\$1,500.00
100-10-5250	FD Office Equipment & Furniture	\$9,449.00	(\$6,549.00)	\$2,900.00
100-10-5262	FD Equipment	\$33,359.00	(\$5,701.00)	\$27,658.00
100-10-5290	FD Fire Fighting Supplies & Tools	\$11,080.00	(\$4,000.00)	\$7,080.00
100-10-5291	FD EMS Supplies	\$13,031.00	(\$7,031.00)	\$6,000.00
100-10-5293	FD Personal Protective Equip	\$35,325.00	(\$15,000.00)	\$20,325.00
100-10-5310	FD Vehicle R & M	\$50,000.00	(\$10,000.00)	\$40,000.00
100-10-5320	FD Equipment R & M	\$16,220.00	(\$10,000.00)	\$6,220.00
100-10-5350	FD Office Equipment R & M	\$2,000.00	(\$1,000.00)	\$1,000.00
100-10-5404	FD Contract Services	\$29,400.00	(\$10,000.00)	\$19,400.00
100-10-5908	FD Emergency Management	\$16,520.00	(\$1,500.00)	\$15,020.00
100-10-5909	FD Miscellaneous	\$700.00	(\$500.00)	\$200.00
100-11-5110	PK Salaries	\$225,984.00	(\$20,003.00)	\$205,981.00
100-11-5120	PK Payroll Taxes	\$9,763.00	(\$290.00)	\$9,473.00
100-11-5130	PK Benefits	\$34,430.00	(\$4,152.00)	\$30,278.00
100-11-5140	PK TMRS	\$13,835.00	(\$1,204.00)	\$12,631.00
100-12-5110	FM Salaries	\$69,298.00	(\$28,441.00)	\$40,857.00
100-12-5120	FM PR Taxes	\$1,049.00	(\$412.00)	\$637.00
100-12-5130	FM Benefits	\$8,010.00	(\$1,200.00)	\$6,810.00
100-12-5140	FM TMRS	\$4,315.00	(\$1,712.00)	\$2,603.00
100-12-5215	FM Law Enforcement Supplies	\$4,000.00	(\$3,000.00)	\$1,000.00
100-12-5217	FM Fire Investigations	\$3,000.00	(\$2,000.00)	\$1,000.00
100-12-5600	FM Capital Outlay >5,000	\$17,000.00	(\$15,340.00)	\$1,660.00
100-12-5605	FM Lease Payments	\$10,000.00	(\$10,000.00)	\$0.00
100-12-5750	FM Moblie Technology	\$1,000.00	(\$500.00)	\$500.00
100-13-5111	HR Overtime	\$1,000.00	(\$1,000.00)	\$0.00
100-13-5150	HR Training/Travel	\$6,304.00	(\$4,500.00)	\$1,804.00
100-13-5151	HR Tuition Reimbursement	\$1,000.00	(\$1,000.00)	\$0.00
100-13-5213	HR Uniforms	\$200.00	(\$200.00)	\$0.00
100-13-5220	HR Office Supplies	\$1,000.00	(\$500.00)	\$500.00
100-13-5222	HR Postage	\$150.00	(\$150.00)	\$0.00
100-13-5350	HR Office Equipment R & M	\$500.00	(\$500.00)	\$0.00
100-13-5403	HR Legal Services	\$1,000.00	(\$1,000.00)	\$0.00
100-13-5404	HR Contract Services	\$12,530.00	(\$3,500.00)	\$9,030.00
100-13-5410	HR Software Maintenance	\$6,147.00	(\$6,147.00)	\$0.00
100-13-5750	HR Moblie Technology	\$480.00	(\$480.00)	\$0.00
100-13-5909	HR Miscellaneous	\$500.00	(\$500.00)	\$0.00
100-13-5931	HR Advertising	\$500.00	(\$500.00)	\$0.00
100-14-5110	FI Salaries	\$257,045.00	(\$26,935.00)	\$230,110.00
100-14-5120	FI Payroll Taxes	\$3,832.00	(\$391.00)	\$3,441.00
100-14-5130	FI Benefits	\$31,322.00	(\$4,150.00)	\$27,172.00
100-14-5140	FI TMRS	\$15,797.00	(\$1,622.00)	\$14,175.00
100-14-5150	FI Training/Travel	\$5,600.00	(\$5,000.00)	\$600.00
100-14-5221	FI Printing	\$3,000.00	(\$2,000.00)	\$1,000.00
100-14-5222	FI Postage	\$1,500.00	(\$500.00)	\$1,000.00
100-14-5250	FI Office Equipment & Furn	\$2,000.00	(\$500.00)	\$1,500.00
total expenses subtracted			(\$306,761.92)	
total revenues subtracted			\$260,483.03	
net change			(\$46,278.89)	



# FY 2023-24 Budget Adjustment

Type A

	GL Account Number	GL Account Name	Adopted Budget	Adjustment	Amended Budget
Revenues	200-4600	Interest Income	(\$20,000.00)	(\$30,000.00)	(\$50,000.00)
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
	Total Revenues Added			(\$30,000.00)	(\$50,000.00)
Expenditures					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
	total expenses added			\$0.00	
	total revenues added			(\$30,000.00)	
	net change			(\$30,000.00)	



FY 2023-24 Budget Adjustment  
Type B

	GL Account Number	GL Account Name	Adopted Budget	Adjustment	Amended Budget
Revenues	300-4600	Interest Income	(\$15,000.00)	(\$30,000.00)	(\$45,000.00)
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
			Total Revenues Added	(\$30,000.00)	(\$45,000.00)
Expenditures	GL Account Number	GL Account Name	Adopted Budget	Adjustment	Amended Budget
					\$0.00
					\$0.00
					\$0.00
					\$0.00
			\$0.00	\$0.00	\$0.00
			total expenses added	\$0.00	
			total revenues added	(\$30,000.00)	
			net change	(\$30,000.00)	



**City Council Agenda  
March 21, 2024**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on ratifying the CDBG 2023 grant application for the reconstruction of Thomas Street.

**Background Information:**

The city has been awarded a \$500,000 Community Development Block Grant (CDBG) for the reconstruction of Thomas Street.

**Financial Information:**

\$500,000 Total Grant Awarded

\$75,000 Engineering

\$34,900 Grant Administration

\$50,000 City Match (10%)

Total dedicated to the project including match: \$440,100.

**City Contact and Recommendations:**

Amber Bransom, Staff recommends approval.

**Attachments:**



## TEXAS DEPARTMENT OF AGRICULTURE GRANT AGREEMENT

<b>GRANT RECIPIENT</b>	Joshua		
<b>GRANT PROGRAM</b>	CDBG - Community Development Fund - 2023		
<b>PROJECT TITLE</b>	CDBG - Community Development Fund - 2023		
<b>CFDA NUMBER</b>	14.228		
<b>PERFORMANCE PERIOD/ AGREEMENT TERM</b>	2/1/2024	through	1/31/2026

### AUTHORITY AND PURPOSE

The United States Government has awarded Community Development Block Grant \*öCDBGö+ funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 \*öHCD Actö+,"as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture \*öDepartmentö+ administers the State Community Development Block Grant \*öTx CDBGö+ "Rtqi t c o " rwtuwcpv"vq"Vgzcu" I qxgtp o gpv"Eq fg"È6:902730

Grant Recipient has submitted a request for assistance under the above-referenced grant program \*öGrant Programö+,"hereinafter referred to as the öApplicationö"and incorporated by reference into this Grant Agreement \*öAgreementö+ "hqt"cmn" rwt rqugu0""V jku" Agreement sets forth the obligations of Texas Department of Agriculture \*öGrantorö+ or öDepartmentö+,"and Grant Recipient (collectively, the öPartiesö+,"along with the terms and conditions under which the Department will provide Grant Program funds to I tcpv" Tgekrkgpv"wp fgt"v jku"cy ctf0"" I tcpv" Tgekrkgpv"ci tggv"vq"cf o kpkvgt"v jg" r tqlgev"cu" fguetkdgf"kp"v jg"Cr rnkecvkqp"cpf"kp"v jku" Agreement \*öProjectö+,"and the Department agrees to fund the Project up to the Grant Amount reflected below.

### PROJECT DESCRIPTION

Street reconstruction on Thomas Street

Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following exhibits, which are attached hereto and incorporated by reference into this Agreement for all rwt rqugu<""Rgthqt o cpeg"Rncp"cpf" C y ctf"U rgekhke"Eqpfkvkqu"\*Gz jkdkv"C+."Rtqlgev"Dwfi gv"\*Gz jkdkv"D+." I gpgtcn"Vgt ou"cpf" Conditions (Exhibit C), and Certifications and Assurances (Exhibit D). Grant Recipient further agrees to comply with all statutes and regulations applicable to this award and such regulations and procedures as the Department may prescribe.

<b>TOTAL GRANT AMOUNT NOT TO EXCEED</b>	\$500,000.00
<b>MATCH AMOUNT (if applicable)</b>	\$50,000.00



GRANTEE	GRANTOR
Joshua	TEXAS DEPARTMENT OF AGRICULTURE Trade and Business Development
101 S. Main Street Joshua, Texas, 76058-3302	1700 N Congress Ave Cwuvkp."VZ""9:923
<b>AUTHORIZED SIGNATORY/AUTHORITY TO BIND</b>  Each person signing the Agreement certifies that he or she is authorized by Grantor or Grant Recipient to sign and execute the Agreement and to bind such party to its terms, performances, and conditions.	
PRINTED NAME AND TITLE OF PERSON SIGNING: ,	PRINTED NAME AND TITLE OF PERSON SIGNING: ,
DATE SIGNED:	DATE SIGNED:

## Exhibit A

### Performance Plan and Award Specific Conditions

#### A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete the project. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms and conditions of this Agreement and applicable statutes and regulations.

2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benefiting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within thirty (30) days of notice unless otherwise requested by the Department.

3. Grant Recipient will undertake the following activities and provide the following levels of program services.

#### Thomas Street - 03K

Grant Recipient shall address the following local need:

Deteriorated pavement and inadequate drainage resulting in a threat to public safety.

Grant Recipient shall complete the following work:

Reconstruct approximately one thousand three hundred twenty linear feet (1,320 LF) of roadway utilizing subgrade treatment, prime coat, and two-inch (2in.) HMAC pavement, approximately four hundred ninety-six linear feet (496 LF) of RCP driveway culvert, and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

Thomas Street. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1, Figure A1 controls.

These activities shall benefit 75 persons, of which 56 or 74.67 percent are of low- to moderate-income.

## B. Prohibited Activities

### C. Timeline

Pre-Agreement Cost Begins:	5/3/2023
Grant Contract Period Begins:	2/1/2024
Environmental Review/Plans & Specifications Recommended to be Complete:	8/1/2024
Group B Forms Required to be Complete:	2/1/2025
Project Recommended to be Complete, including inspections:	10/1/2025
Grant Contract Period Ends:	1/31/2026
Final Payment and Closeout Documentation Required to be Submitted:	4/1/2026

2. Gpxktqp o gpcv"Txkgy<" I tcpv"Tkgrkcpv"wpfgtuvcpfu"cpf"ci tggv"vjcv"kv"ku"tgurqpukdng"hgq" gpxktqp o gpcv"txkgy."

decision-making, and action under 42 U.S.C. §5304(g), the National Environmental Policy Act of 1969 (NEPA, 42 U.S.C. §4321 *et seq.*), and other provisions of law which further the purposes of NEPA, as specified in 24 CFR §7.070. I hereby agree to the terms and conditions of the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the project. I agree that the Department, its staff, or their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipient's request.

3. Ekvk | gp "Rctvkekrckvqp" I tcpv "Tgekrkgrp" ujcnn "rtqxfgh" hqt "cpf" gpeqwctig "ekvk | gp" rctvkekrckvqp. "rctvkekrckvqp" d { "nqy" cpf } moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR §79206:8 "cpf" vjku "C i tgg o gpv0"

4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. Eq o rncpv "Rtqegfwtgu" I tcpv "Tgekrkgrp" ujcnn "o ckpvckp" y tkvvgp "ekvk | gp" eq o rncpv "rtqegfwtgu" vjcv "rtqxfgh" hqt "c" vko gn { "y tkvvgp" tguqpug "vq" eq o rncpvu "cpf" i tkxcpug "Uwe j" rtqegfwtgu "ujcnn" eq o rn { "y kvj" vjg "Fgrctv o gpv0s" tgswtg o gpv0 "I tcpv "Tgekrkgrp" ujcnn "gpwtg" vjcv "kvu" ekvk | gp "ctg" c y ctg "qh" vjg "nqecvckp" cpf "j qwtu" cv "y jkej" vjg { "o c { " obtain a copy of the written procedures and the address and phone number for submitting complaints.

6. Fgrctv o gpv "Tgeqipkvkqp" I tcpv "Tgekrkgrp" uhall have signage placed in a prominent, visible public area identifying vjg "Rtqlgev" cu "hwpfgf" d { "vjg" Fgrctv o gpv0 "Vjg" ukipcig "o wuv" dg "ngikdng" htq o "c" fkuvcpeg "qh" cv "ngcu" vj tgg \*5+ "hggv" cpf " comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

7. Rtqi tco "kpeq o g" "kp" vjg "uc o g" o cppgt "cu" tgswtg f "hqt" cm "qv jgt" hwpfu "wpfgt" vjku "C i tgg o gpv." I tcpv "Tgekrkgrp" ujcnn " maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR §570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available wpfgt "vjku" C i tgg o gpv0 "Vjg" wug "qh" rtqi tco "kpeq o g" d { "I tcpv "Tgekrkgrp" ujcnn "eq o rn { "y kvj" vjg "tgswtg o gpv0" ug v "hqt" vj "cv" 24 CFR §79206: ; \*g+0 "I tcpv "Tgekrkgrp" ujcnn "wug" uwe j "kpeq o g" fwtkpi "vjg" C i tgg o gpv "Vgt o "hqt" cevkvkvku "rgt o kvvgf" wpfgt vjku "C i tgg o gpv" rtkqt "vq" tgswguvkpi "cf fkvkpcn" hwpfu "htq o "vjg" Fgrctv o gpv0 "I tcpv "Tgekrkgrp" ujcnn "rtqxfgh" tgrqtvu "qh" program income to the Department with each payment request in accordance with the payment procedures described jgtgk. "cpf" cv "vjg" vgt o kpcvckp "qh" vjku "C i tgg o gpv0 "Cnn" wpgzrgpfgh "rtqi tco "kpeq o g" ujcnn "dg" tgvtwtpgf "vq" vjg "Fgrctv o gpv" at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.

8. Fkudwtug o gpv "qh" Egtvckp "Hwpfu" "Hwpfu" hqt "eqpuwtwevckp" cevkvkvku "wpfgt" vjku "C i tgg o gpv" y knn "pqv" dg "fkudwtugf" vq " Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 404. "jcxg" dggp "ucvkuhkgf" "Vjg" tgswtg o gpv0 "o wuv" dg "ucvkuhcevtkn { "eq o rnvvgf" pq "ncvgt" vjcp "vjg" fcvg "kf gpvkhkgf" "kp" Section C, Project Schedule, above as *Group B Forms Required to be Complete* "kp" ceeqtfcepg "y kvj" "Ugevkqu" 39 "cpf" 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in Section C, Project Schedule, above as *Group B Forms Required to be Complete* "

9. The Grant Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grant Recipient's infrastructure project. Any funds obligated under this grant agreement are subject to BABA requirements as described in Chapter 4 of the TxCDBG Project Implementation Manual, unless excepted by a waiver.

10. In addition to the documentation required by Chapter 2 of the Project Implementation Manual, funds awarded under this Agreement will not be disbursed to Grant Recipient until these special conditions are met. Grant Recipient shall submit to the department:

Certification of compliance with the requirements of the Violence Against Women Act Reauthorization of 2022 and the Right to Report Crime and Emergencies from One's Home, confirming that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services as required by TxCDBG Policy Issuance 23-01.

## Exhibit B

### Budget

#### A. Approved Budget

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40""Vjg"Fgrctv o gpv"oc{"tgs wktg"c"o qtg"fgvckngf"dwf igv"dtgcmf qyp"vjcp"vjg"qpg"eqpvckpgf"jgtgkp."cpf"i tcpv"Tgekrkgpv"ujcnn"rtqxf"uwej"uwr rng o gpvct{"dwf igv"kpht o cvkqp"kp"c"vk o gn{"hcu jkqp"kp"vjg"hqt o "cpf"eqpvgpv"rtguetkdgf"d{"vjg"Fgrctv o gpv0"

50""Cp{"c o gpf o gpvu"vq"vjg"Rtqlgev"dwf igv"o wuv"dg"cr rtqxf"kp"y tkvki"d{"dqvj"vjg"Fgrctv o gpv"cpf"i tcpv"Tgekrkgpv0""

HUD Activity	Awarded Amount
03K	\$390,100.00
Engineering	\$75,000.00
Admin	\$34,900.00
<b>Total Grant Awarded</b>	<b>\$500,000.00</b>
<b>Committed as Match</b>	<b>\$50,000.00</b>
<b>Match Ratio</b>	<b>10.00%</b>

#### B. Rtg/Cy ctf"Equvu""

The Department may reimburse allowable administrative and engineering expenditures made by Grant Recipient prior to the effective date of the Agreement if incurred after 5/3/2023, and if Grant Recipient complied with all requirements for the release of such grant funds0"

**Exhibit C****General Terms and Conditions - Federal Grant****SECTION 1. COMPLIANCE WITH APPLICABLE LAWS**

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations, and guidance shall be grounds for termination of this Agreement for cause.

**SECTION 2. AVAILABILITY OF FUNDS**

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the Texas Legislature from State and/or Federal revenue or such other funding sources as may be cr r n k e c d n g 0 " K h " u c k f " h w p f u " q t " c p { " r c t v " v j g t g q h " c t g " q t " d g e q o g " w p c x c k n c d n g . " v j g " F g r c t v o g p v " o c { " v g t o k p c v g " v j k u " C i t g g o g p v " q t " t g f w e g " v j g " i t c p v " c o q w p v . " c u " c r n k e c d n g 0 " " C " h c k n w t g " q h " v j g " F g r c t v o g p v " v q " o c m g " c p { " r c { o g p v " w p f g t " v j k u " C i t g g o g p v " q t " to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Texas Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement, and the Department shall not be held liable for any breach of the Agreement d g e c w u g " q h " v j g " c d u g p e g " q h " c x c k n c d n g " h w p f k p i " c r r t q r t k c v k q p u 0 " " "

**SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS**

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Texas Grant Management Standards \*õTxGMSö+ promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Govø " E q f g . " E j c r v g t " 9 : 5 + 0 " " Grant Recipient agrees to adhere to the administrative requirements and accounting principles and procedures required therein, utilize adequate internal e q p v t q n u . " c p f " o c k p v c k p " p g e g u u c t { " u q w t e g " f q e w o g p v c v k q p " h q t " c n n " e q u v u " k p e w t t g f " w p f g t " v j g " c y c t f 0 " "

**SECTION 4. METHOD OF PAYMENT**

A. H w p f u " y k n n " d g " f k u d w t u g f " h q t " c e v w c n " g n k i k d n g " e q u v u " k p e w t t g f " d { " I t c p v " T g e k r k g p v " k p " e q p p g e v k q p " y k v j " v j k u " C i t g g o g p v 0 " " Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR Part 200, Subpart E; the TxGMS; this Agreement; published program guidance; and such procedures as the F g r c t v o g p v " o c { " r t g u e t k d g 0 " "

B. R c { o g p v " t g s w g u v u " u j c n n " d g " u w d o k v v g f " v q " v j g " F g r c t v o g p v " k p " v j g " o c p p g t " c p f " q p " v j g " h q t o " t g s w k t g f " d { " v j g " F g r c t v o g p v 0 " " Payment shall be made on an eligible cost-reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in c e e q t f c p e g " y k v j " v j g " R g h q t o c p e g " R n c p " w p f g t " G z j k d k v " C " c p f " v j g " R t q l g e v " D w f i g v " t g h n g e v g f " k p " G z j k d k v " D 0 " " "

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project D w f i g v 0 " " V j g " F g r c t v o g p v " y k n n " p q v k h { " I t c p v " T g e k r k g p v " k h " v j g t g " c t g " e q p e g t p u " c d q w v " v j g " R t q l g e v " c p f " u j c n n " p q v " o c m g " disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and c r r t q x g f " u w e j " r c { o g p v " t g s w g u v 0 " " V j g " F g r c t v o g p v " o c { " f g p { " c " r c { o g p v " t g s w g u v " k h " v j g " F g r c t v o g p v " f g v g t o k p g u " v j c v " v j g " "

request is not supported by sufficient documentation.

D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.

E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

## SECTION 5. MATCHING AND COST SHARING REQUIREMENTS

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

## SECTION 6. FINANCIAL MANAGEMENT

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200, Subpart D; the TxGMS; and this Agreement, as applicable, and that will Grant Recipient agrees to keep all Project accounts and records that fully disclose the amount and disposition by Grant Recipient of the proceeds of the award, the total cost of the Project in connection with which the award is given or used, the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial of the award.

B. Grant Recipient shall maintain a financial management system that provides:

- (1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;
- (2) Records that clearly identify the source and application of all funds used for the purposes described in the These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;
- (3) have in place a system for safeguarding all such assets and shall assure that such assets are used solely for authorized purposes; and
- (4)

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

Year 2022-2023 \*öGAAö+."Grant Recipient shall further ensure that grant funds received under this Agreement will be expended in a manner consistent with the limitations and reporting requirements established by GAA, Article IX, Part 2 (governing Provisions relating to the Position Classification Plan), Part 3 (governing Salary Administration and Employment Provisions), and Part 5 (governing Travel Regulations); Texas Government Code, Sections 556.004, .005, and .006; and Texas Government Code, Sections 2113.012 and .101.



## SECTION 7. PROCUREMENT STANDARDS

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current Grant Program policy; (2) federal, state and local laws; (3) 2 CFR Part 200, UwdrcvtvF="cpf"\*6+"vjg"VzIOU."cu"cr rnkecdngl""Vjg" Fgrctv o gpv"cuuw o gu"pq"tgurqpukdknkvt{"hqt"eqpvtcevwn"cpf" administrative matters associated with Grant Recipient's procurement of such property, supplies, equipment, and ugtxkegu""Pq"rtqxkfgt"qh"rtqrgtv{."uwr rnkgu."gswkr o gpv."cpf"ugtxkegu"vq" I tcpv"Tgekrkgpv"ujcnn"dg"fgg o gf" c"vjktf/rctv{" beneficiary of this Agreement.

## SECTION 8. PROPERTY MANAGEMENT STANDARDS

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR Part 200, Subpart D, and the TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

## SECTION 9. REPORTING REQUIREMENTS

C0"" I tcpv"Tgekrkgpv"ujcnn"uwd o kv"vk o gn{."eq o rngvg."cpf"ceewtcvg"rtqi tguu."rgthqt o cpeg."cpf"hkcpekcen"tgrqtvu"kp"vjg" o cppgt"cpf"hqt o "urgekhhkgf"d{"vjg" Fgrctv o gpv0""Vjgug"tgrqtvu"ujcnn"dg"uwd o kvvgf"vq"vjg" Fgrctv o gpv"qp" c"rgtkqfke"dcuku." cu"rtguetkdgf"kp"Gzjkdkv"C."C yctf"Urgekhhke"Eqpfkvkqpu0"

D0""C i tgg o gpv"qdnk i cvkqpu" y kmn"tg o ckp"kp"hqteg"wpvkn"cnh"hkpcn"tgrqtvu"ctg"tgxkgygf"cpf"cr rtqxf" d{"vjg" Fgrctv o gpv0"" The final report shall include a comparison of actual expenditures with the budget line items shown in Exhibit B, Project Budget.

E0""Gzvgpukqpu"vq"vjg"tgrqtvkpi"fwg"fcvgu"rtguetkdgf"kp"Gzjkdkv"C."C yctf"Urgekhhke"Eqpfkvkqpu." o c{"dg" i tcpvgf" d{"vjg" Department upon receipt of a written request from Grant Recipient.

F0""Hcknwtg"qh" I tcpvgg"vq"eq o rn{"ykvj"cp{"qh"vjg"tgrqtvkpi"tgswktg o gpvu"kp"vjku"C i tgg o gpv" o c{"tguwnv"kp<""\*k+"vjg" revocation of a grant; (ii) withholding of current or future payment requests submitted by the Grant Recipient; (iii) requiring repayment of grant funds previously disbursed to Grant Recipient; (iv) a determination that Grant Recipient is ineligible for future Grant Program funds; and/or initiate other remedies for noncompliance as appropriate and permitted under this Agreement; 2 CFR Part 200, Subpart D; or the TxGMS.

## SECTION 10. RECORD RETENTION

A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.

B. Vjg"rtgegfkpi"tgeqtf"tgvgpvkqp"tgswktg o gpv"ku"uwdlgev"vq"vjg"hqnnqykpi"gzegrvkqp<""Tgeqtfu"rgtvckpkpi"vq" nonexpendable property acquired with award funds shall be retained for three (3) years after final disposition of such property.

C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.

D. Grant Recipient shall include the substance of this Section 10 in all subawards and subcontracts.

## SECTION 11. INSPECTIONS AND MONITORING

A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being achieved. Grant Recipient shall ensure that all financial records, including receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures, are properly maintained and accounted for.

B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of Project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.

C. Grant Recipient's progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Grant Recipient shall provide the Department with a copy of the Project work plan, budget, and other related program criteria. Grant Recipient shall also provide the Department with a copy of the Project work plan, budget, and other related program criteria. Grant Recipient shall also provide the Department with a copy of the Project work plan, budget, and other related program criteria.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement.

E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections, or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.

F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections, or monitoring reviews, and the repayment of such costs shall be determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

## SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS

A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the Texas State Auditor's Office, any other appropriate unit or agency of the state or federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facilitate the review and audit of Grant Recipient's financial records. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.

B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections as deemed necessary.

C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.

D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under the Agreement.

### SECTION 13. AUDIT REQUIREMENTS

A. If Grant Recipient expends \$750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards.

C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.

D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

### SECTION 14. MODIFICATIONS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.

B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to Exhibit B, Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of grant funds or Performance Period.

C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient's control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.

D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.

E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or

State laws or regulations are automatically incorporated into this Agreement without written amendment and become effective on the date designated by such law or regulation.

## SECTION 15. INDEMNIFICATION

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section 15 shall survive the expiration or termination of the Agreement.

## SECTION 16. AWARD CLOSEOUT

A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required Project-related activities have been completed in accordance with the Application, the terms of this Agreement and all

B. Upon the Department's review of all financial, performance, and other required reports, the Department may make upward or downward adjustments to the allowable costs, within the limits of the grant amount, on the basis of the

C. Regardless of whether audits were conducted during the term of the Agreement, a final financial and compliance audit may be initiated up to three (3) years after the Agreement completion date beginning with the date Grant

D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the term of the Agreement, including any authorized extensions, shall be forfeited.

## SECTION 17. SUSPENSION AND TERMINATION

A. Vgtokpcvkqp" hqt" Ecwug<"Kh"vjg" Fgrctv o gpv" fgvgto kpgu"vjcv" I tcpv" Tgekrkgpv" jcu" eq o o kwvgf" c" o cvgtkc n" dtgcej" qt" default of any covenant, obligation or other agreement under this Agreement; failed to fulfill or perform any obligation under this Agreement; or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Department's notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:

- (1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Department  
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- (2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written notice. Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of a termination for cause.
- (3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or whenever the fiscal or this provision shall state the reason for the action, the effective date of the termination and closeout utilize award funds to pay any costs incurred after the effective date of the termination.
- (4) Invoke any other remedy or remedies that may be legally available.

**B. Termination for Convenience:** Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.

**C. Mutual Termination:** This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the Parties may agree in the written consent.

**D. Effect of Termination:** Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

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**A. In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:**

- (1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;
- (2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;
- (3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;
- (4) Withhold further awards to Grant Recipient;
- (5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;
- (6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or
- (7) Invoke any other remedy or remedies that may be legally available.

**B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:**

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

- (3) Ineffective or improper use of funds provided under this Agreement; or
- (4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.

C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:

- (1) award funds are misused;
- (2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or
- (3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.

D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

## **SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST**

A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth in this Agreement.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

## **SECTION 20. SUBAWARDS/SUBCONTRACTS**

A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.

B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipient's files along with documentation concerning the selection process and made available upon request.

## **SECTION 21. COPYRIGHTS**

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supply and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials or Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly as defined by regulations and published Grant Program guidance.

## SECTION 22. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an independent contractor with respect to the work and services to be performed under this Agreement.

## SECTION 23. CONFLICT OF INTEREST

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict-of-interest prohibitions constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:

- (1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.
- (2) Grant Recipient shall not assign an employee to the Project if the employee:
  - a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the Project;
  - b. has a direct or indirect financial interest in the outcome of the Project; or
  - c. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project.
- (3) Grant Recipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest, or personal gain.

C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

## SECTION 24. SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular

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## SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code \*öPIAö+0""Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

B. Enkgpv"Fcvc"cpf"Qv jgt"Ugpukvkg"kpht o cvkqp<"" I tcpv"Tgekrkgpv"ku"tgs wktgf"vq" o ckpvckp"fcvc"fg o qpuvtcvkpi"enkgpv"gnk i kdknk{ "hqt"cevxxkvkgu"rtqxfgf"wpfgt"v j ku"C i tgg o gpv0""Uwej"fcvc"o c{ "kpenwfg."dwv"pqv"dg"nk o kvgf"vq."enkgpv"pc o g."c f f tguu."kpeq o g"ngxgn"qt"qv jgt"dcuku"ht"fgvgt o kpkpi"gnk i kdknk{ ".cpf"fguetkrvkqp"qh"cevxxkvkgu"rtqxfgf0"" I tcpv"Tgekrkgpv"o wuv"eq o rn{ "y kvj"4"EHT"È4220525"cpf"vcmg"tgcupcdng" o gcuwtgu"vq"uchgi wctf"rtqvgevgf"rgtuqpcnn{ "kfgpvkhkcdng"kpht o cvkqp."cu"fgkpgf"kp"4"EHT"È4220: 4."cpf"qv jgt"kpht o cvkqp" I tcpv"Tgekrkgpv"eqpukfgtu"ugpukvkg"eqpukvgpv"y kvj" applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

## SECTION 26. WAIVER

The Parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## SECTION 27. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

## SECTION 28. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

## SECTION 29. EXECUTION OF AGREEMENT

This Agreement is effective as of the date signed by the Texas Agriculture Commissioner or by his authorized designee.



**Exhibit D****Certifications and Assurances of CDBG Grant**

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. **LEGAL AUTHORITY** Grant Recipient represents that it possesses legal authority to enter into the agreement, kpenwfkpi"cm"wpfgtuvcpfkpiu"cpf"cuuwtcegu"eqpvckpgf"vjgtgkp0""C"tguqnwvkqp."o qvkkp"qt"qvjgt"uk o knct"cevkkp"jcu"dggp" duly adopted or passed as an official act of Grant Recipient's governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the Agreement, to provide such additional information as may be required, to sign and execute the Agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.
2. **AFFIRMATIVELY FURTHER FAIR HOUSING** Grant Recipient certifies that it will comply with the Fair Jqwukpi"Cev."cu"co gpfgf"\*64"W0U0E0"ÈÈ5823"et seq.), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.
3. **ANTI-LOBBYING** Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, gzvgpf."qt"o qfkh{"v jku"ci tgg o gpv"qt"i tcpv0""Kh"pqp/hgfgtcn"hwpfu"ctg"wugf"d{"I tcpv"Tgekrkpv"vq"eqpfwev"uwej"nqdd{kpi" cevkkxkvku."I tcpv"Tgekrkpv"ujcm"rtq o rvn{"hknq"vjg"rtguetkdgf"fkuenquwtg"htq o 0"Kp"ceeqtfcpeg"y kvj"53"W0U0E0"ÈÈ3574\*d+ (5), Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
4. **CHILD SUPPORT PAYMENTS** Grant Recipient represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to egtvkh{"ceeqtfkpin{"<"öUnder Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.ö
5. **CITIZEN PARTICIPATION** Grant Recipient certifies it is in full compliance and following a detailed citizen rctvkekrcvkqp"rncp"vjcv"ucvkuhku"vjg"tgswnktg o gpvu"qh"46"EHT"È; 303270
6. **CLEAN AIR AND WATER POLLUTION CONTROL** Grant Recipient represents and warrants that it will eq o rn{"y kvj"cn"cr rnkecdng"uvcpfctfu."qtfgtu"qt"tgi wncvkqu"kuuwgf"rwtuwcpv"vq"vjg"Engcp"Ckt"Cev"\*64"W0U0E0"ÈÈ9623/ 9893s+"cpf"vjg"Hgfgtcn"Y cvgt"Rqnnwvkqp"Eqpvtn"Cev."cu"co gpfgf"\*55"W0U0E0"ÈÈ3473/35:9+0""Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).
7. **CONSERVATION** Grant Recipient represents and warrants that it will comply with the Wild and Scenic Rivers Cev"qh"3;8:"\*38"W0U0E0"ÈÈ3493"et seq.), related to protecting components or potential components of the national wild and scenic river system.
8. **CONTRACT OVERSIGHT** Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase

orders.

9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS ó"Grant Recipient represents and warrants that it will comply and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by cr rnkcedng"hgfgtcn"cpf"uvcvg"nc y u."twngu."tgi wncvkqpu."cpf"rqnekgu"kp"ghhgev"qt"jgtgchvgt"guvcdnku j g f0""kp"cf fkvkqp." I tcpv" Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning urgekcn"tgswwtg o gpvu"qh"nc y."rtqi tc o"tgswwtg o gpvu."cpf"qv jgt"cf o kpkuvtcvkxg"tgswwtg o gpvu0""kp"kpucpegu"y jgtg" multiple requirements apply to Grant Recipient, the more restrictive requirement applies.

10. CYBERSECURITY TRAINING (Local Government System) ó"Grant Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

11. DEBARMENT AND SUSPENSION ó"Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the United States General Services Administration.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW ó"Grant Recipient represents and warrants its eq o rnkcepg"y kv j"4"EHT"È4220335."y jke j"tgswwtg"v j g"fkuenquwtg"kp"y tkvki"qh"xkqncvkqpu"qh"hgfgtcn"etk o kpcn"nc y" involving fraud, bribery, and gratuity violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS ó"Grant Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

14. DISCRIMINATION PROHIBITED ó"In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and affirms that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

15. DISPLACED PERSONS ó"Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Tgnqecvkqp"Cuukuvcepg"cpf"Tgc n"Rtqrgrtv{"Ceswukvkqp"Rqnekgu"Cev"\*64"W0U0E0"ÈÈ6823"ó"6877+"and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42, Subpart A, which provide for fair and equitable treatment of rgtuqpu"fku rncegf"cu"ctguwnv"qh"hgfgtcn"cpf"hgfgtcnn{/cuukuvgf"rtqi tc o u0"" I tcpv"Tgekrkgpv"hwtv jgt"egtvkhkgu"v jcv"kv"jcu"kp" effect and is following a residential anti-displacement and relocation assistance plan required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. DISPUTE RESOLUTION ó"The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Agreement.

17. DRUG-FREE WORKPLACE ó"Grant Recipient represents and affirms that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

18. ENVIRONMENTAL STANDARDS ó"Grant Recipient certifies it will comply with environmental requirements qh"v j g"Pcvkqpcn"Gpxktqp o gpvcn"Rqnke{"Cev"\*64"W0U0E0"ÈÈ6543"et seq.) and related Federal authorities, including notification of violating facilities pursuant to Executive Order No. 11738.

19. EQUAL EMPLOYMENT OPPORTUNITY ó"Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of òfederally assisted construction contractòin 41 CFR Part 60-1.3 must include the equal

opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order No. 11246, ðE Employment Opportunity,ðas amended by Executive Order No. 11375, ðAmending Executive Order 11246 Relating to Equal Employment Opportunity,ðand implementing regulations at 41 CFR Part 60, ðOffice of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.ð

Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR Part 60-1.4(b).

20. EXCESSIVE FORCE ðIt has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

21. EXCLUDED PARTIES ðGrant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, ðBlocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,ðpublished by the United States Department of the Treasury, Office of Foreign Assets Control.

22. FAIR LABOR STANDARDS ðGrant Recipient certifies that it will comply with the minimum wage and o czk o w o "j qwtu" r tqxkukqp"qh"vjg"Hgfgtcn"Hckt"Ncdqt"Uvcpfctfu"Cev"\*4;"W0U0E0"EÈ423"/"43;+"cpf"vjg" Intergovernmental Personnel Act of 1970, as applicable.

23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ðGrant Recipient represents and affirms that it will comply with the Federal Funding Accountability and Transparency Act, as amended, requiring recipients and subrecipients of federal financial assistance to obtain a Unique Entity Identifier (UEI) number and will report the WGK"pw o dgt"vq"vjg"i tcpvqt"cu" c"eqp fkvkqp"qh"tgegkxkp i" c"hgfgtcn"i tcpv"qt"cyctf0""Hwtvjgt o qtg." I tcpv"Tgekrkgpv" o wuv"dg" registered in the federal SAM and continue to maintain an active SAM registration with current information at all vk o gu"fwtkp i" y jkej"vjg"vgt o"qh"vjku"cyctf"ku"kp"ghhgev0""Hwtvjgt o qtg."pq"eqpvtcev."cyctf."uwd i tcpv"y kmn"dg" o c f g" d { " Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. FLOOD INSURANCE ðGrant Recipient represents and warrants that it will comply with the flood insurance rwtejcug"tgs wktg o gpvu"qh"Ugevkqp"324\*c+"qh"vjg"Hnqqf" Fkucvgt"Rtqvgevkqp"Cev"\*64"W0U0E0"EÈ6223"gv"ugs+."y jkej"tgs wktgu" recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

25. HISTORIC PRESERVATION ðGrant Recipient assures compliance with Section 106 of the National Historic Rtgu txcvkqp"Cev"qh"3;88."cu" c o gpfgf"\*38"WUE"E692h+."Gzgewvkgxg"Qtfgt"Pq0"337;5."cpf"vjg"Ctejgqnqi kecn"cpf" J kuvqtkecn"Rtgu txcvkqp"Cev"qh"3;96"\*76"WUE"EÈ534723"/"53472: +0

26. LEAD-BASED PAINT ðGrant Recipient represents and warrants that it will comply with the Lead-Based Paint Rqkuqpkpi"Rtgxgpvkqp"Cev"\*64"W0U0E0"EÈ6:23"gv"ugs0+."y jkej"rtqjkdkvu"vjg"wug"qh"ngcf/dcugf"rckpv"kp"eqpuvtwevkqp"qt" rehabilitation of residence structures, and the implementing regulations at 24 CFR Part 35.

27. NONDISCRIMINATION ðGrant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- 21

28. OPEN MEETINGS ó"kh" I tcpv"Tgekrkgpv"ku"c"i qxgtp o gpvcn"gpvkv{." I tcpv"Tgekrkgpv"tgtrgugpvu"cpf""chhkt o y j qng"qt"kp"rctv"d{ "hgfgtcn"hwpfu"\*7"W0U0E0"È3723"et seq0+0" will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY ó"Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in y j qng"qt"kp"rctv"d{ "hgfgtcn"hwpfu"\*7"W0U0E0"È3723"et seq0+0"

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT ó"Grant Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the Texas State Auditor's Office.

31. SECTION 3 ó"Grant Recipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. SPECIAL ASSESSMENTS ó"Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

33. CHANGE IN LAW AND COMPLIANCE WITH LAWS ó"Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation. Grant Recipient shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Agreement. The Department reserves the right, in its sole discretion, to unilaterally amend the Agreement prior to award and throughout the term of the Agreement to incorporate any modifications necessary for the Department's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

Failure to comply with applicable assurances may result in the withholding or suspension of grant funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department fgvgt o kpgu"vjcv"cp{ "qh"vjg"hqnnqy kpi"jcu"qeewttgf<""\*3+" I tcpv"Tgekrkgpv"jcu"o c f g"hcnu g"egtvkhkecvkqp."qt"\*4+" I tcpv" Recipient violated the certification by failing to carry out the requirements as noted above.



## Coronavirus State and Local Fiscal Recovery Funds

Coronavirus State and Local Fiscal Recovery Funds Received	2,011,281
FY2021 Expenses	(139,455)
FY2022 Expenses	(433,725)
FY2023 Expenses	(995,779)
FY2024 Expenses (estimated)	<u>(179,898)</u>
Estimated Unallocated Balance Before Budget Amendment	262,424
FY2024 Budget Amendment	<u>(119,539)</u>
Estimated Unallocated Balance After Budget Amendment	142,885



# Joshua Police Department



Item 1.

## February 2024

Officer Tony Stevens began employment with the police department. Officer Stevens brings 18+ years of experience to the agency. Officer Stevens should progress quickly through field training and be assigned to a patrol shift. Officer Stevens filled one of the last two remaining vacancies.

The police department was formally recognized by the Texas Police Chiefs Association for our reaccreditation. The department's certificate was presented by Chief Rob Severance of the Cleburne Police Department.

The department's racial profiling report was created and submitted to TCOLE. The report showed no anomalies in our traffic enforcement efforts. Our data is consistent with the demographics of our city, county, and region, indicating the police department does not engage in bias-based policing.

The Texas Commission on Law Enforcement conducted an onsite audit of our personnel records. The audit showed no deficiencies in our records management and showed complete compliance with TCOLE mandates.

## Operations

Category	February 2024	February 2023	2024 year to date
Dispatched Calls	171	194	369
Arrests	16	10	34
Crash Reports	6	2	9
Traffic Stops	525	296	960
Citations	424	87	716
Outside LE Agency Assist	6	7	16
Reports	40	24	90

## Investigations

Category	February 2024	February 2023	2024 year to date
Crimes Against Persons	1	1	8
Property Crime (Thefts, Damage)	9	9	26
Other (Drug or Alch/Missing/Deceased)	11	11	25

## Code Enforcement

Violations	
Sign Violations	19
Junk & Debris	12



# Joshua Police Department



Item 1.

Unapproved Parking Surface	6
Junk/Inoperable Vehicle	5
Outside Storage	3
Illicit Discharge (Storm Water)	1
Administrative Contact	3
RV Parking Regulation	1
Substandard Structure	1
Dilapidated Fence	1

## Training

Sgt. Lee began offering in-house defensive tactics training. The training is based on Brazilian Ju-Jitsu and focuses on compliance through grappling, ground fighting, and submission holds. All sworn personnel began TCOLE mandated training in sexual assault investigations and wellness. The training is offered online and is accessed via our online training provider. Detective Drambareanu attended training offered through the Internet Crimes Against Children Task Force, of which we are a member. The training focused on obtaining subpoenas, search warrants, and case studies.

## Community Outreach

Event	Date
JCPAAA Meeting	February 6 <sup>th</sup>
Crime Stoppers	February 13 <sup>th</sup>
JISD Safety & Security Meeting	February 15 <sup>th</sup>





## Joshua Fire Department Monthly Activity Report

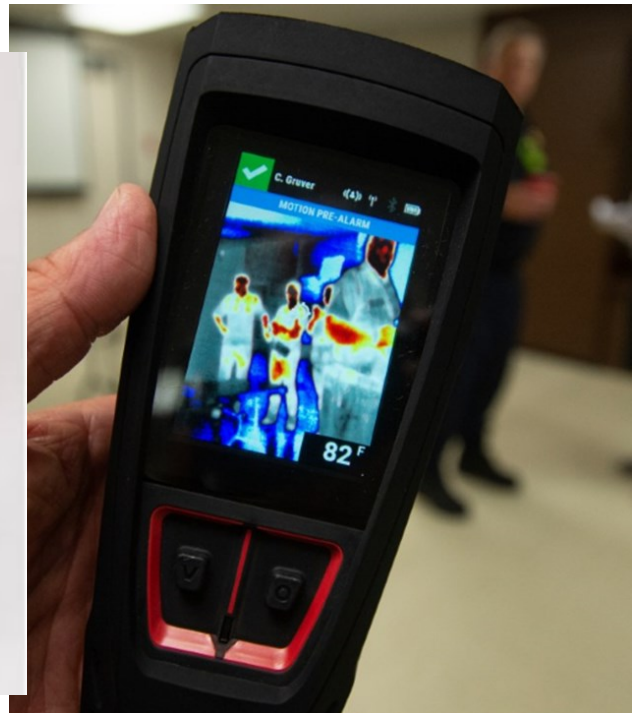
February 2024

### PERSONNEL & RECENT ACTIVITIES

Captain Ronald Hale said his farewells to the department and received his deserved recognition on February 28th amidst fellow firefighters, friends and family. Ron served with us since 2013 and his presence will be missed.



An application to the Assistance to Firefighters Grant program was submitted in February for the purchase of thermal imaging cameras and emergency breathing supply systems (EBSS) for our air packs. These devices will allow each individual firefighter to conduct a more efficient search for trapped victims in a structural fire and also enable rescue breathing for trapped or missing firefighters. The grant is in the amount of \$31,043 of which the city would be responsible for \$1,478.



## RECENT ACTIVITIES, Cont.

The department recently sold two firefighting apparatus. The 1996 E-One Pumper and the 2000 E-One Pumper were sold to a private reseller in Texas and a volunteer department in Arkansas. A combined total of \$45,000 was obtained for both. The vehicles served the department well, but maintenance costs have been continuing to increase and they have reached the end of their cost effectiveness. Modern apparatus design has also changed drastically.

Captain Jay White assisted the Burleson Fire Department with proctoring their Driver/Operator practical driving course testing.



## EMERGENCY RESPONSE

JOSHUA FIRE DEPARTMENT EMERGENCY RESPONSE STATISTICS						
YEAR: 2024		MONTH: February				
CITY INCIDENTS		COUNTY INCIDENTS		OVERALL STATISTICS		
Building fire	2	Grass fire	1	INCIDENTS	MONTH	YTD
Grass fire	0	Assist EMS crew	1	CITY	92	216
Assist EMS crew	0	EMS non MVA	10	COUNTY	22	31
EMS, non MVA	61	MVA with injuries	1	TOTAL	114	247
MVA with injuries	4	MVA no injuries.	1	Mutual/Auto Aid		
MVA/pedestrian accident	1	Arcing, electrical equip	1	MA RECEIVED	2	2
MVA no injuries.	5	Assist police	1	AA RECEIVED	1	3
Rescue or EMS standby	1	Assist invalid	4	TOTAL	3	5
Gas leak	1	Dispatched & canceled	1	RESP TIMES		
Electrical equip problem	1	False Alarm, unintended	1	JOSHUA	5:29	5:25
Arcing electrical equip	0			COUNTY	8:29	8:14
Assist police	0					
Assist invalid	4			STAFFING		
Dispatched & canceled	9			INADEQUATE	0	0
Authorized controlled burn	1			MISSED CALLS	0	0
Alarm system malfunction	1			TOTAL	0	0
False Alarm, unintended	0			NO-RESP 2nd CALL	0	0
Citizen complaint	1			TOTAL	19	0
TOTAL	92	TOTAL	22			



## FIRE INSPECTIONS

Thirty-five fire inspections were conducted during February.

## Joshua Fire Department

Joshua, TX

This report was generated on 3/11/2024 5:00:29 PM



## Completed Inspections per Personnel for Date Range

Shifts: All Shifts | Station: All Stations | Start Date: 02/01/2024 | End Date: 02/29/2024

Shift: Administration		Station: Station 77	
Noblitt, Gage			
ID	OCCUPANCY	ADDRESS	INSPECTED
ELC2020	Academy of Okinawan Karate	615 N Broadway ST	02/08/2024
BK2019	Burger King	997 Joshua Station Blvd	02/08/2024
BP01	Burn Permit	770 N Main STS	02/03/2024
BP01	Burn Permit	770 N Main STS	02/15/2024
BP01	Burn Permit	770 N Main STS	02/15/2024
BP01	Burn Permit	770 N Main STS	02/22/2024
	Charrito's Augua Frescas	313 S Broadway ST	02/07/2024
	Charrito's Augua Frescas	313 S Broadway ST	02/08/2024
CE01	Chicken Express	319 N Broadway ST	02/07/2024
DQ01	Dairy Queen	109 N Broadway ST	02/07/2024
DP01	Domino's Pizza	313 S Broadway	02/07/2024
HGC01	El Elyon	115 Conveyor DR E	02/02/2024
GMD01	Good Morning Donuts	504 S Broadway	02/19/2024
206 N. MAIN	Grace Learning Center	206 S Main ST	02/05/2024
	Hickory Tree	101 N Main ST #A	02/21/2024
JL-2021	Joshua Landing	531 Cooper LN	02/12/2024
YL	Joshua Young Life	102 N Main ST	02/05/2024
KYF22	Keep Your Fork	307 E 12th ST #A	02/19/2024
	Kelly's daiquiris and more	336 N Broadway ST	02/20/2024
TF01	La Gringa	107 S Broadway	02/19/2024
LM2020	La Mesa Restaurant	203 N Main ST	02/21/2024
McD2021	McDonald's	952 S Broadway ST	02/08/2024
NI01	Napoli's Italian	525 S Broadway	02/20/2024
	OH...WINEKNOT	205 N Main ST	02/13/2024
	OH...WINEKNOT	205 N Main ST	02/15/2024
PE2021	Panda Express	1054 S Broadway STS	02/08/2024
SB2022	Shoppes on Broadway	200 N Broadway	02/19/2024
SONI01	Sonic Drive In	315 N Broadway ST	02/20/2024
SB2021	Starbucks	1036 S Broadway ST #200	02/08/2024
SUBW02	Subway	508 S Broadway	02/19/2024
SWEETB	Sweet B Donuts	103 Conveyor DR #1	02/19/2024
BH2022	The Brick House Bar & Grill	107 N Main ST #B	02/20/2024
TR2022	Three Rivers Coffee Company	107 N Main ST #A	02/21/2024
Tepito2018	Tortilleria Tepito	443 S Broadway ST	02/19/2024
UJ22	Universetsea of Joshua	100 N Main ST #C	02/19/2024

## TRAINING

TOPIC	HOURS
Ladders	4
Vent, Enter, Isolate, Search (VEIS)	4
Self Rescue/Denver Drill	4
EMS/New Protocols	4
ONLINE TRAINING	
NFPA 1001-Ventilation	2
EMS Protocols	1

Training was comprised of various practical and online training. Personnel received an orientation on the Compressed Natural Gas fueling station at the Atmos facility on Gregory Street. The fueling station is only one of six in the nation. A fleet of high capacity tank trucks can provide natural gas to businesses and residential neighborhoods during gas outages.



City of Joshua  
Municipal Court Council Report  
From 2/1/2024 to 2/29/2024

3/1/2024 9:01

Item 3.

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
411	0	12	0	1	424

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$25,157.78	\$11,346.41	\$20,934.03	\$1,107.67	\$1,348.71	\$59,894.60

**Warrants**

Issued	Served	Closed	Total
0	0	11	11

**FTAs/VPTAs**

FTAs	VPTAs	Total
0	0	0

**Dispositions**

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
153	0	50	20	73	296

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	0	0	0

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
60	0	60	120

## Building Inspection Report

February	2024	2023	YTD 2024	YTD 2023
Building	26	46	116	112
Electrical	28	32	85	83
Plumbing	17	35	77	89
Mechanical	2	16	29	36
Re-Inspections	2	27	11	65
Certificate of Occupancy	1	1	2	2
Certificate of Occupancy Re-Inspection	1	4	2	5
<b>Total # of Inspections</b>	<b>77</b>	<b>161</b>	<b>322</b>	<b>392</b>
Plan Review	19	12	34	23

## Building Permit Report

February	2024	2023	YTD 2024	YTD 2023
Building	26	12	53	31
Electrical	15	5	28	16
Plumbing	19	10	32	21
Mechanical	13	3	21	15
Permanent Sign	0	2	2	2
Temporary Sign	0	1	2	7
Certificate of Occupancy	3	3	3	5
Swimming Pool	0	0	0	0
Irrigation System	8	4	17	5
Solicitor	0	0	0	0
Contractor Registration	14	16	32	44
MHP Registration	0	1	0	1
<b>Total # of Permits</b>	<b>98</b>	<b>57</b>	<b>190</b>	<b>149</b>

## New Businesses Report February 2024

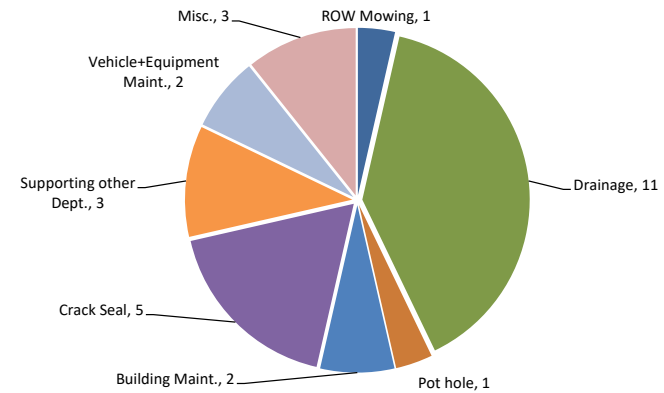
New Businesses (Certificate of Occupancy Issued)	Address
Academy of Okinawan	615 N Broadway
Oh.... Wine Knot, LLC	205 N. Main "A"
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Premier Commercial Collision	1570 N. Main
Crossroads Fellowship	311 Veatch
Aubrey Whaley Construction General Office	306 S. Broadway
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address

**City of Joshua**  
**Public Works Monthly Activity Report**  
**For the Month of February 2024**

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

Chart reflects one per daily occurrence

ROW Mowing	1
ROW Trimming	0
Drainage	11
Signs	0
Hot Asphalt	0
Pot hole	1
Building Maint.	2
Concrete	0
Emergency Services	0
Crack Seal	5
Safety Meeting/Classes	0
Supporting other Dept.	3
Vehicle+Equipment Maint.	2
Misc.	3





# Public Works Monthly Team Status Report

For The Month Of February 2024	
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	

## Completed Items

[illegible]

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

Assigned But Not Yet Started
------------------------------

[illegible]

Montly Shelter Statistics 2023-2024

Shelter Statistics									Medical Tests & Results			
		Visitors	Volunteer Hours	Community Service Hours	Phone Calls	Microchips Given	Owner Surrender		Total Heartworm Tests	Tested Heartworm Positive	Total FeLV Tests	Tested FeLV Positive
2023-2024 General Stats	Live Release Rate*											
October	100%	315	52	148	419	32	1	2	0	0	0	0
November	85%	232	66	108	427	24	4	0	0	0	0	0
December	79%	217	64	157	371	25	2	0	0	1	1	1
January	88%	192	73	239	431	32	8	2	0	3	0	0
February	89%	198	40	160	399	38	9	0	0	0	0	0
March	#DIV/0!											
April	#DIV/0!											
May	#DIV/0!											
June	#DIV/0!											
July	#DIV/0!											
August	#DIV/0!											
September	#DIV/0!											
Annual Total		1154	295	812	2047	151	24	4	0	4	1	1
Annual Average		230.8	59	162.4	409.4	30.2	4.8	0.8	0	0.8	0.2	0.2
2022-2023 General Stats												
October	100%	165	0	60	350	15	11	0	0	0	0	0
November	100%	192	0	95	365	23	6	0	0	0	0	0
December	100%	159	2.5	70	467	24	5	0	0	0	0	0
January	100%	168	0	36	436	25	1	2	0	0	0	0
February	100%	150	0	36	498	22	7	0	0	0	0	0
March	100%	212	5.5	86	512	13	1	0	0	0	0	0
April	100%	221	5	105	401	22	6	3	0	0	0	0
May	100%	229	6	166	532	38	1	1	0	0	0	0
June	100%	222	16	90	652	32	7	1	1	0	0	0
July	100%	208	45	212	510	28	2	4	1	0	0	0
August	100%	293	67	118	437	39	8	2	0	2	1	1
September	100%	236	30	78	448	46	23	3	0	0	0	0
Total		2455	177	1152	5608	327	78	16	2	2	1	1
Average		204.5833333	14.75	96	467.3333333	27.25	6.5	1.333333333	0.166666667	0.166666667	0.083333333	0.083333333

Patrol Hours

Patrol Month	H. Braymer	A Timmons	K Gelsthorpe
October	3	3	3
November	3	3	3
December	4	4	3
January	2	4	3
February	3	3	2
March			
April			
May			
June			
July			
August			
September			
Annual Total	12	14	11
Annual Average	3	3.5	2.75
Year Prior			
October	0	0	0
November	0	0	0
December	0	3	4
January	0	0	0
February	0	2	2
March	0	3	3
April	0	0	4
May	1	1	3
June	2	2	2
July	3	2	3
August	3	3	3
September	9	16	24
Annual Total	0.818181818	1.454545455	2.181818182
Annual Average			

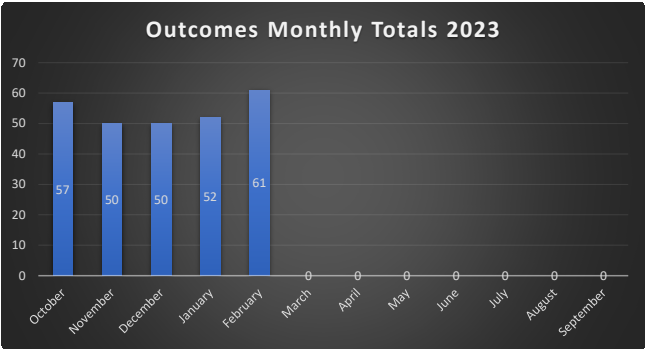
\*Live Release = (Total intake - EU for space) / Total intake

Calls & Citations

ACO Statistics	Field Cases by Officer						Actions Taken by Officer		Citation Breakdown															
	Total Calls (Pet/Point)	Total Calls (Field Call Logs)	H. Braymer	A. Timmons	K. Gelsthorpe	Total Cases	Warnings Written	Citations Issued	Barking/Nuisance	RV Proof	RV Tag	Livestock	Failure to Sterilize	At Large	Animal in Vehicle	Animal Sales/other	Cruelty	Over Limit	Food/H2O/Shelter/Vet	Quarantine	Dangerous Dog	Interference	Tethering	Defecation on Public/Private Property
October	34	34	18	8	8	71	0	38	0	20	0	0	17	0	0	0	0	0	0	0		1	0	0
November	37	37	13	12	12	58	2	5	0	1	0	1	1	2	0	0	0	0	0	0	0	0	0	0
December	21	21	3	9	9	61	2	19	0	9	0	0	9	0	0	1	0	0	0	0	0	0	0	0
January	40	40	22	7	11	82	0	7	0	2	0	1	2	2	0	0	0	0	0	0	0	0	0	0
February	41	0	9	27	6	42	0	10	1	0	2	0	0	6	0	0	0	0	0	0	0	1	0	0
March						0																		
April						0																		
May						0																		
June						0																		
July						0																		
August						0																		
September						174																		
Annual Total	173		65	63	46			79	1	32	2	2	29	10	0	1	0	0	0	0	0	2	0	0
Annual Average	34.60		13.00	12.60	9.20			15.80	0.20	6.40	0.40	0.40	5.80	2.00	0.00	0.20	0.00	0.00	0.00	0.00	0.00	0.40	0.00	0.00
2022-2023 Prior Year																								
October	15		0	0	14	15	4	4	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0
November	10		0	0	7	10	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	15	17	1	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	0	2	0	0	0	0	0	0	0	0	0	0
June	22		0	0	22	22	3	4	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0
July	76		19	1	15	76	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
August	41		15	9	17	41	1	3	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0
September	60		22	14	24	350	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual Total	370		56	46	188			64	0	16	1	1	15	8	0	0	4	0	0	3	0	0	0	0
Annual Average	30.83		4.67	3.83	15.67			5.33	0.00	1.33	0.08	0.08	1.25	0.67	0.00	0.00	0.33	0.00	0.00	0.25	0.00	0.00	0.00	0.00

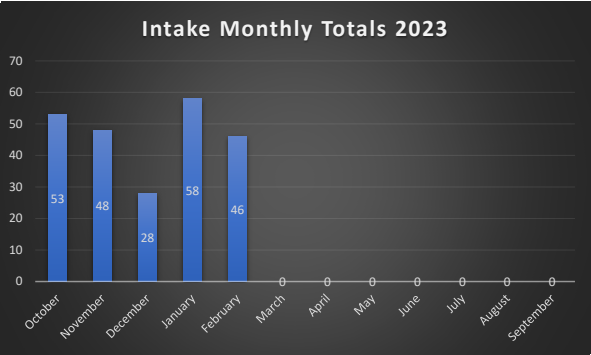
Outcome Statistics

	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	
2023-2024 Animal Outcome	57	33	24	0	0	0	57	36	0	4	3	14	0	0	57	1	1	1	0	0	1	0	24	12	0	36	
October	50	14	29	0	6	1	50	34	0	7	7	1	1	0	50	0	0	0	0	0	0	0	13	15	6	34	
November	50	17	30	0	3	0	50	34	1	7	6	2	0	0	50	0	0	0	0	0	0	0	14	19	1	34	
December	52	14	37	0	1	0	52	28	0	7	8	9	0	0	52	0	0	2	5	0	7	0	8	19	1	28	
January	61	28	24	0	5	4	61	39	0	5	6	7	4	0	61	0	0	4	3	4	11	0	22	12	5	39	
February	0						0								0						0					0	
March	0						0								0						0					0	
April	0						0								0						0					0	
May	0						0								0						0					0	
June	0						0								0						0					0	
July	0						0								0						0					0	
August	0						0								0						0					0	
September	0						0								0						0					0	
Annual Total	270	106	144	0	15	5	270	171	1	30	30	33	5	0		1	1	7	8	4	19	0	81	77	13	171	
Annual Average	23	21	29	0	3	1	54	34.2	0	6	6	7	1	0		0	0	1	2	1	2	0	16	15	3	14	
2022-2023 Animal Outcome																										0	
October	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	
November	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	
December	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	
January	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	
February	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	
March	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	
April	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	
May	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	
June	76	47	26	0	1	2	76	27	4	16	12	17	0	0	76	0	0	17	0	0	17	0	14	13	0	27	
July	59	33	26	0	0	0	59	41	2	10	4	2	0	0	59	0	0	0	2	0	2	0	23	18	0	41	
August	82	32	49	0	0	1	82	39	0	14	4	25	0	0	82	0	0	0	0	0	0	0	22	17	0	39	
September	564	264	293	3	1	3	564	319	8	68	75	94	0	0		4	22	38	17	0	55	0	166	153	0	319	
Annual Total	47	22	24	0	0	0	47	26.58333333	1	6	6	8	0	0		0	2	3	1	0	5	0	14	13	0	25	



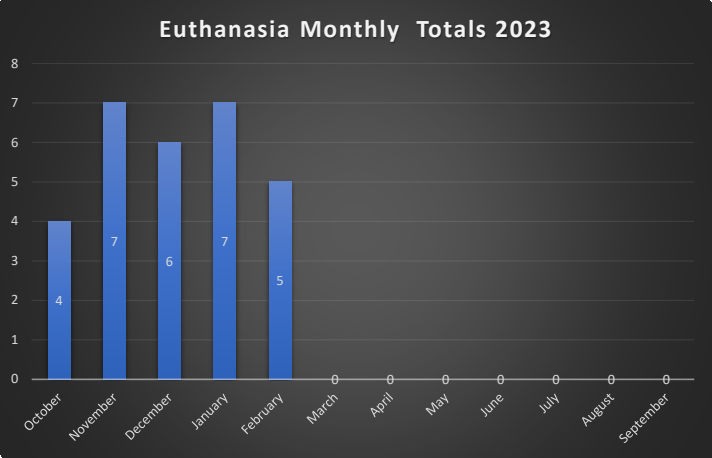
Intake Statistics

	Intake by Species										Intake by Type											Adoption Return by Species			
	Total Intake	Cat	Dog	Feral Cat	Other	Wildlife	Total Intake	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
2023-2024 Animal Intake	53	29	24	0	0	0	53	0	1	5	31	0	10	4	14	0	2	2	0	2	71	2	4	6	
October	48	13	28	0	6	1	48	0	4	2	23	0	17	1	0	1	0	0	0	0	48	1	1	2	
November	28	7	13	0	7	1	28	0	2	4	10	2	3	3	0	3	0	0	0	1	0	28	2	2	4
December	58	15	43	0	0	0	58	0	8	1	22	4	20	2	0	1	0	0	0	0	58	0	1	1	
January	46	19	22	0	1	4	46	0	9	0	20	0	7	5	0	0	0	0	0	4	1	46	0	0	0
February	0						0	0													0			0	
March	0						0	0													0			0	
April	0						0	0													0			0	
May	0						0	0													0			0	
June	0						0	0													0			0	
July	0						0	0													0			0	
August	0						0	0													0			0	
September	0						0	0													0			0	
Annual Total	233	83	130	0	14	6	233	0	24	12	106	6	57	15	0	19	0	2	2	5	2	250	5	8	13
Annual Average	46.6	17	26	0	3	1	19	0	5	2	21	1	11	3	0	4	0	0	1	1	0		1	2	2.6
2022-2023 Year Intake																									
October	33	18	15	0	0	0	33	0	11	1	13	0	7	1	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	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	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	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	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	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	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	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	90	2	2	4	
July	63	32	28	0	1	2	63	0	2	0	22	0	30	6	0	0	0	0	0	2	1	63	0	0	0
August	52	32	20	0	0	0	52	0	8	3	22	6	12	0	1	0	0	0	0	0	52	2	1	3	
September	84	36	47	0	0	1	84	0	23	2	35	0	15	8	0	0	0	0	0	1	0	84			2
Annual Total	584	278	299	3	1	3	584	0	78	22	230	6	169	47	1	14	4	0	9	3	4	587	7	14	21
Annual Average	48.66667	23	25	0	0	0	49	0	7	2	19	1	14	4	0	1	0	0	1	0	0		1	1	1.9090909



Euthanasia Statistics

2023-2024 Outcome Euthanasia	Euthanasia by Species							Euthanasia Reason										
Month	Total Euthanized	Cat	Dog	Feral Cat	Other	Wildlife	Total	Age	Aggression	Behavior	Feral	Injured	Medical	Rabies Suspect	Sick	Space	Wildlife	Total
October	4	3	1	0	0	0	4	0		1	0	0	3	0	0	0	0	4
November	7	1	6	0	0	0	7	0		1	1		0	4	0	1	0	7
December	6	2	4	0	0	0	6	0		1	1	0		3	0	1	0	6
January	7	4	3	0	0	0	7	0		2	0	0	2	3	0	0	0	7
February	5	0	5	0	0	0	5	0		2	0	1	1	1	0	0	0	5
March	0						0											0
April	0						0											0
May	0						0											0
June	0						0											0
July	0						0											0
August	0						0											0
September	0						0											0
Annual Total	29	10	19	0	0	0	29	0		6	2	1	3	11	0	2	0	25
Annual Average	2.41666667	2	3.8	0	0	0	2	0		1	0	0	2	2	0	0	0	2
2022-2023 Euthanasia																		
October	2	1	1	0	0	0	2	0		0	1	1	0	0	0	0	0	2
November	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	1
January	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	1
March	4	2	2	0	0	0	4	0		2	0	0	1	0	0	1	0	4
April	2	1	1	0	0	0	2	0		0	0	0	2	0	0	0	0	2
May	3	0	3	0	0	0	3	0		3	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	16
July	16	13	1	0	1	1	16	0		0	0	0	1	2	0	11	0	16
August	10	6	3	1	0	0	10	0		3	0	1	0	2	0	4	0	10
September	14	6	7	0	0	1	14	0		0	4	1	4	4	0	1	0	14
Annual Total	69	40	23	3	1	2	69	0		15	4	4	10	14	0	18	0	67
Annual Average	5.75	3.3	1.9166667	0.25	0.08	0.1667	6	0		1	0	0	1	1	0	2	0	6



Revenue

2023-2024 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	\$ 1,435.00	\$ 1,180.00	\$ -	\$ 45.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 85.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ 1,051.00	\$ 390.00	\$ -	\$ -	\$ 226.00	\$ -	\$ -	\$ 5.00	\$ 280.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ 1,160.00	\$ 290.00	\$ -	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 335.00	\$ -	\$ -	\$ -	\$ -	\$ 265.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
January	\$ 1,125.00	\$ 315.00	\$ -	\$ 90.00	\$ 290.00	\$ -	\$ -	\$ 10.00	\$ 320.00	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ 2,200.00	\$ 975.00	\$ -	\$ 25.00	\$ 455.00	\$ 10.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 235.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ -																		\$ -	\$ -	\$ -	\$ -
April	\$ -																		\$ -	\$ -	\$ -	\$ -
May	\$ -																		\$ -	\$ -	\$ -	\$ -
June	\$ -																		\$ -	\$ -	\$ -	\$ -
July	\$ -																		\$ -	\$ -	\$ -	\$ -
August	\$ -																		\$ -	\$ -	\$ -	\$ -
September	\$ -																		\$ -	\$ -	\$ -	\$ -
Annual Total	\$ 6,971.00	\$ 3,150.00	\$ -	\$ 160.00	\$ 1,241.00	\$ 60.00	\$ -	\$ 15.00	\$ 1,435.00	\$ -	\$ 85.00	\$ -	\$ -	\$ 825.00		\$ -	\$ -	\$ -				
Annual Average	\$ 580.92	\$ 630.00	\$ -	\$ 32.00	\$ 248.20	\$ 12.00	\$ -	\$ 3.00	\$ 287.00	\$ -	\$ 17.00	\$ -	\$ -	\$ 165.00		\$ -	\$ -	\$ -				
2022-2023 Revenue																						
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	\$ 1,439.00	\$ 365.50	\$ -	\$ -	\$ 265.00	\$ 110.00	\$ 250.00	\$ 160.00	\$ 258.50	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
August	\$ 1,198.00	\$ 100.00	\$ -	\$ -	\$ 218.00	\$ -	\$ 250.00	\$ 65.00	\$ 175.00	\$ -	\$ 315.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
September	\$ 1,285.00	\$ 470.00	\$ -	\$ 25.00	\$ 345.00	\$ 25.00	\$ -	\$ 90.00	\$ 330.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Total	\$ 16,931.50	\$ 4,300.50	\$ -	\$ 140.00	\$ 3,914.00	\$ 530.00	\$ 1,200.00	\$ 1,350.00	\$ 3,792.50	\$ -	\$ 1,337.00	\$ -	\$ -	\$ 327.50		\$ 40.00	\$ -	\$ -				
Annual Average	\$ 1,410.96	\$ 358.38	\$ -	\$ 11.67	\$ 326.17	\$ 44.17	\$ 100.00	\$ 112.50	\$ 316.04	\$ -	\$ 111.42	\$ -	\$ -	\$ 27.29		\$ 3.33	\$ -	\$ -				

**City Secretary's Office**  
**February 2024 Monthly Report**

Item 7.

## **AGENDA PROCESSING**

The City Secretary's Office is responsible for preparing agendas and postings for all City Council Regular and Special Meetings, as well as for city boards, commissions, and corporations. The total number of agendas processed for the month of February:

Animal Advisory Board	0 Agenda Packets
Heritage Preservation Committee	0 Agenda Packets
Planning & Zoning Commission	0 Agenda Packet
Tax Increment Financing Board	0 Agenda Packet
Type A EDC	1 Agenda Packet
Type B EDC	1 Agenda Packet
City Council	1 Agenda Packet

## **MINUTES**

The City Secretary is responsible for attending all City Council Regular and Special Meetings, as well as all city boards, commissions, and corporations.

November Meetings Attended	Minutes prepared	Minutes Approved
3 meetings	3 sets	3 sets

## **RESOLUTIONS & ORDINANCES**

The City Secretary's Office is responsible for the security of all official City records including Resolutions and Ordinances. Additionally, it is the City Secretary's responsibility to ensure those Resolutions and Ordinances are executed, certified, and published, when appropriate. It is also the responsibility of the City Secretary to ensure all City Council Ordinances presented to Council have been certified and made available for review by the public. The City Secretary's Office must coordinate with the local adjudicated newspaper to publish Ordinance summaries when legally required.

December Resolutions	December Ordinances
Total- 1	Total- 3

## **CONTRACTS AND AGREEMENTS PROCESSED:**

The City Secretary works closely with the City Council and is responsible for processing follow-up documentation. Management of these documents include contracts and agreements, and it is the responsibility of the City Secretary's Office to obtain signatures, distribute originals, log, scan, and file.

### December Agreements/Contracts

3 new agreements

## **PROCLAMATIONS**

1. Assembly of God 50th Year Anniversary

## **LEGAL**

The City Secretary works directly with the City Attorney, Bond Attorney, Texas Attorney General's Office, Texas Secretary of State, Texas Ethics Commission, etc.

## COMMITTEES/COMMISSIONS/CORPORATIONS

Item 7.

The City Secretary's Office is responsible for maintaining Appointed Committee/Commission/Corporations Rosters and ensuring that all information is current and up to date for each. Listed below are the number of current Appointed City Committees/Commissions/Corporations, including the number of alternates and vacancies that may exist.

Animal Control Advisory Board	5 Members
Heritage Preservation Committee	5 Members
Planning & Zoning Commission	9 Members
Tax Increment Financing Board	5 Members
Type A Economic Development Corporation	9 Members
Type B Economic Development Corporation	9 Members
Zoning Board of Adjustment	7 Members
Library	4 Members

Total of current members: 53

Total of vacancies: 1

## ELECTION

City elections are administered by the City Secretary, which includes preparation and publication of all official notices and orders, preparation for election officials and polling places, and the receipt and filing of all candidate forms and reports. The city secretary also serves as the early voting Clerk. The City Secretary is in preparation for Special Election to be held on May 4, 2024. An Ordinance will be presented to the City Council on March 21, 2024 to cancel the General Election.

## RECORDS

The City Secretary's Office maintains the official records of the city including ordinances, resolutions, contracts, deeds, easements, and other legal documents. Also responsible for the city's records management program (all departments). The City Secretary is in the process of placing all documents from the City Secretary's Office into Laserfiche.

## PUBLIC INFORMATION REQUEST

The City Secretary's Office received Sixty-two (62) requests for Copies of Public Records for the month of February 2024.

Atwood-Public Works Records	Horrice-Police Records	McKay-Police Records
Boser-Code Reports	Humphries-Police Records	Mclarry-Police Records
Christen-Police Records	Huse-Police Documents	Mclarry-Police Reports
Conklin-Police and Fire Records	Jamison-Police Records	Menzel-Court Records
Copley-Code Records	Kircher-Police Records	Mongrum-Police Records
Couchenour-Police Records	LexisNexis-Police Records	Parrott-Permit Records
Couch-Police Records	LexisNexis-Police Records (2)	Riddell-Code Records
Couch-Police Records (2)	LexisNexis-Police Records (3)	Schroer-Police Reports
Couch-Police Records (3)	LexisNexis-Police Records (4)	Sharp-Police Records
Couch-Police Records (4)	LexisNexis-Police Records (5)	Slyke-Police Records
Couch-Police Records (5)	LexisNexis-Police Records (6)	Teixeira-Police Reports
Couch-Police Records (6)	LexisNexis-Police Records (7)	Tomlinson-Police Records
Couch-Police Records (7)	LexisNexis-Police Records (8)	Trussell-Police Reports
Couch-Police Records (8)	LexisNexis-Police Records (9)	Vaniotis-Police and AC Records
Couch-Police Records (9)	LexisNexis-Police Records(10)	
Couch-Police Records(10)	LexisNexis-Police Records(11)	
Cross-Permit Reports	LexisNexis-Police Records(12)	
Darst-Police Records	LexisNexis-Police Records(13)	
Dominguez-Police Reports	LexisNexis-Police Records(14)	
Espinoza-Police Records	LexisNexis-Police Records(15)	
Espinoza-Police Records (2)	LexisNexis-Police Records(16)	
Fowler-Police Records	Mangrum-Police Records	
Gunn-Police-Animal Control Recor...	Mathis-Police Records	
Hickey-Police Records		
Holmes-Permit Reports		



The Office of the City Secretary processes local alcohol applications and permits to ensure compliance with all local ordinances and regulations.

December

18 Active licenses in the City

**FEDERAL AND STATE REPORTS** The City Secretary's Office is responsible for filing monthly and annual reports on behalf of the City. The following reports were filed in February

- Monthly Census
- Annual Census Report
- State Energy Conservation Annual Report

### **CUSTOMER SERVICE TO THE CITIZENS**

The City Secretary's Office staff strives to provide timely and responsible customer service to the citizens of Joshua.

### **ADDITIONAL RESPONSIBILITIES:**

Other responsibilities include posting of all legal notices and administering the oath of office to city officials and board members. This office also provides administrative support for the Mayor, City Council, City Manager, citizens, and other staff as needed. In addition, responsible for the City's social media page and the city website.

### **NEWSLETTER**

A weekly E-Newsletter is sent out every Friday unless it is a short week.

### **ADDITIONAL MEETINGS/TRAINING/INFORMATION**

Texas Secretary of State Elections Division-Five (5) Live Webinars

Staff Meetings-Three (3)

Chamber Luncheon-One (1)

Open Records for Police Departments-Live Webinar-One (1)

Worked in Pelican Bay on February 22, 2024 to assist City Secretary with setting up records program.

Johnson County Elections Office-Picked up Mail in Ballot Applications

Worked with Kim Henderson, Chamber President several times throughout the month helping set up a constant contact and first newsletter.

### **Filed Applications for City Awards:**

- Municipal Excellence Award
- Municipal Clerks Office Achievement of Excellence Award